



MISC 2005122687



SEP 30 2005 10:29 P 47

Prepared by and when recorded, return to:
Melissa Buda, Esq. @ Global Signal
301 N. Cattlemen Rd, Sarasota, FL 34232

Instrument:
Declaration

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/30/2005 10:29:53.43



2005122687

Dated:
As of the earliest notarization, but effective as of ___/___/05

Tower #:
3020513

3 misc MI-06445
236.00 01-6-0000
47/2 2-14-11

Premises:
MILLARD WEST HS

Attached is a true and correct copy of a document between SCHOOL DISTRICT NO. 17, DOUGLAS COUNTY, NEBRASKA, A/K/A MILLARD PUBLIC SCHOOLS {Landlord, and to be indexed as Grantor} and SPRINT SPECTRUM REALTY COMPANY, L.P. {Tenant, and to be indexed as Grantee}, submitted herewith for purposes of clarifying and providing constructive notice of matters relating to the estate or interest of the undersigned in real property.

In witness whereof, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

TENANT:

SPRINT SPECTRUM REALTY COMPANY, L.P.,
a Delaware limited partnership

Return:
Land America
101 Gateway Centre Pkwy
Richmond VA 23235

By: *Monica E. Rademacher*
Name: Monica E. Rademacher
Title: Assistant Secretary

TENANT BLOCK

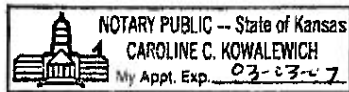
State of Kansas }

County of Johnson }

This instrument was acknowledged before me on July 13, 2005 by Monica E. Rademacher as Assistant Secretary of Sprint Spectrum Realty Company, L.P.

Caroline C. Kowalewich
Notary Public

(Seal, if any)



My appointment expires: _____



Recording requested by
and when recorded
return to:

Global Signal Inc.
301 North Cattleman Road
Suite 300
Sarasota, FL 34232
Attn: General Counsel

AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of March 22, 2005, between the party identified as "Landlord" on the signature page hereof and SPRINT SPECTRUM, L.P., a Delaware limited partnership ("Tenant").

RECITALS:

A. Landlord and Tenant are now parties to that certain TOWER SITE LEASE AGREEMENT dated August 4, 2000, a copy of which is annexed hereto as Exhibit A (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto (the "Property");

B. Pursuant to an agreement dated February 14, 2005 by and among Tenant, certain subsidiaries of Tenant and Global Signal, Inc., the Lease and the property related thereto (the "Premises") will be assigned to an affiliate of Tenant ("Tenant Affiliate"); and, after such assignment, the references to Tenant herein shall apply to Tenant Affiliate;

C. Pursuant to a sublease (the "Sublease"), Tenant Affiliate will sublease its entire interest in the Lease to an affiliate of Global Signal ("Subtenant") in exchange for certain prepaid consideration and Subtenant will then leaseback to Tenant (and/or one or more of its affiliates) the portion of the leased premises on which Tenant's telecommunications equipment is currently located in exchange for certain ongoing payments (collectively, the "Lease and Lease Back Transactions");

D. Certain lenders (each, together with their successors and assigns, a "Lender") may make a loan to Subtenant or certain of its affiliates secured by a mortgage or other security instrument encumbering Subtenant's interest in the Sublease; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

4

PUBLIC SCHOOLS

Business Office • 5606 South 147th Street, Omaha NE 68137 • Phone: (402) 895-8211 • Fax (402) 895-8448

March 22, 2005

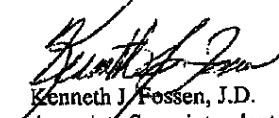
Dear Sprint/Global Representative(s):

Enclosed is the executed original of the Agreement Regarding Ground Lease you requested.

When you get a moment, please send us for our files the following: (1) An original of the Agreement Regarding Ground Lease executed by Tenant and (2) a copy of the sublease between Sprint and Global.

Thanks.

Sincerely yours,


Kenneth J. Fossen, J.D.
Associate Superintendent
General Administration

1. Consent. To the extent any such consent is required by the Lease, Landlord hereby consents (a) to the acquisition by Tenant Affiliate (or any affiliate thereof), directly or indirectly, of Tenant's interest in the Lease, (b) to the Sublease (and the recording of a memorandum of the Sublease) and (c) to the Lease and Lease Back Transaction.

2. Estoppel Certificate. Landlord certifies that (and Lender may rely on such representations) the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property. Landlord is either the owner of the fee simple interest in the Property or the holder of a valid leasehold interest in the property and the person or entity signing on behalf of Landlord is authorized to do so and no other person or entity's signature is required to bind Landlord.

(b) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(c) No payments to Landlord are required under the Lease for the Lease and Lease Back Transactions or otherwise in connection with the above consents.

3. Agreement with Respect to the Lease and Sublease. Landlord hereby agrees with respect to the Lease as follows:

(a) Lender and Subtenant shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and shall have the right to assign the Sublease without Landlord's further consent.

(b) Landlord shall deliver to any Lender and Subtenant (in each case at such address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed effective as against any Lender or Subtenant unless received by such Lender or Subtenant.

(c) If Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by any Lender or Subtenant within thirty (30) days after delivery of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as a Lender or Subtenant is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Lender or Subtenant a reasonable time to obtain possession of the Property and to cure such default.

(d) Landlord acknowledges none of Tenant or Tenant Affiliate may terminate, surrender or cancel the Lease except as provided in the Lease and may not amend the Lease in a manner that materially increases the liability or obligations of Tenant or Tenant Affiliate or decreases the rights of Tenant or Tenant Affiliate without the prior written consent of Lender.

(e) If the Lease is terminated by Landlord for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with either Lender or Subtenant on the same terms as the Lease, provided that all past due amounts under the Lease are paid to Landlord within 30 days of notice to Lender and Subtenant of such termination.

4. Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. Notices. All notices sent to any Lender or Subtenant shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address: c/o Global Signal Inc., 301 North Cattleman Road, Suite 300, Sarasota, FL 34232, Attn: General Counsel; or to such other address as Lender or Subtenant shall have notified Landlord in writing.

6. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.

(b) This Agreement shall be binding upon Landlord and its successors and shall benefit each of Lender and Subtenant and their respective successors and assigns.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, any Lender and Subtenant. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

[SIGNATURE PAGES FOLLOW]

TENANT

IN WITNESS WHEREOF, the undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as its true act and deed.

	<p>SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership, successor by assignment to Sprint Spectrum L.P.</p> <p>By: <u>Monica E Rademacher</u> Name: Monica E. Rademacher Title: Lease Specialist II, EPS - T&PS</p>
--	--



LANDLORD

IN WITNESS WHEREOF, the undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

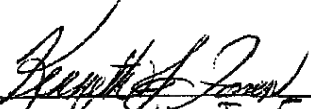
	<p>SCHOOL DISTRICT NO.17, DOUGLAS COUNTY, NEBRASKA, a/k/a MILLARD PUBLIC SCHOOLS</p> <p>By:  Name: <u>Kenneth J. Fossca</u> Title: <u>Assoc. Supt.</u></p>
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EXHIBIT A
Lease and Legal Description
(see attached)

MILLARD WEST H.S. (OM13XC212)(4241-NE).DOC

**MILLARD WEST HIGH SCHOOL
SITE OM13XC212**

**TOWER SITE
LEASE AGREEMENT**

COVER PAGE

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TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT ("Lease") is made and entered into as of the 4 day of August, ~~1999~~, by and between School District No. 17, Douglas County, Nebraska, a/k/a Millard Public School District, a Nebraska Political Subdivision ("Landlord"), and Sprint Spectrum L.P., a Delaware limited partnership ("Tenant").

AGREEMENTS

1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, certain land owned by Landlord, legally described on Exhibit A ("Premises"). Landlord also grants Tenant the Access Easement and Utility Easement described in Section 6 of this Lease on, over, under and upon the adjacent land of Landlord.

2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to (provided that such expanding and adding to is within the boundaries of the Premises) and removing Tenant's communications equipment, including, but not limited to, the following:

2.1 Any and all antenna(s), dishes(es) and/or grids as Tenant may deem appropriate for Tenant's sole use.

2.2 Transmission lines and mounting and grounding hardware for Tenant's communication equipment.

2.3 A concrete pad and a communications shelter ("Communication Shelter") containing, without limitation, telecommunications equipment consisting of base stations, wireless communication equipment, switch(es), power supply(ies), battery(ies), and accessories owned and installed solely for the benefit and use by the Tenant.

2.4 An emergency generator (or other back up power source) to be located, at Tenant's option, within the Communications Shelter, adjacent to the Communications Shelter or within a separate shelter adjacent to the Communications Shelter within the boundaries of the Premises. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) shall be located inside the shelter(s), in accordance with all applicable building codes.

2.5 A communications tower and related guide lines and lights (the "Tower").

For the purposes of this Lease, all of Tenant's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Shelter, generator, generator shelter, tower, accessories and necessary appurtenances will be referred to herein collectively as the "Communications Facility."

Any expansion or addition to Tenant's use of the Premises is conditioned upon and subject to consent of Landlord. Such consent shall not be unreasonably withheld, conditioned or delayed.

3. INSTALLATION

3.1 Tenant shall install, at Tenant's cost, the Tower at the location depicted on Exhibit A. The Tower shall be constructed in accordance with the plans and specifications attached hereto as Exhibit B. Upon the termination of the lease, and at the sole option of Landlord, the ownership of the Tower shall be transferred to Landlord.

3.2 The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Tenant may run transmission lines between Tenant's equipment and Tenant's antenna(s), dish(es) and grid(s) as set forth in Exhibit B. Subject to the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable.

3.3 All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable governmental laws, ordinances, regulations, codes and District Policies. Tenant shall obtain all permits necessary for such construction. Any contractor performing work on the Premises shall furnish a payment bond, with corporate surety licensed to do business in the State of Nebraska, in the full amount of the cost of such improvements, showing Landlord as the beneficiary thereon. All such contractors shall carry statutory worker's compensation insurance and liability insurance coverages as are customarily maintained by reputable general contractors in the Omaha, Nebraska area.

4. TERM

4.1 Primary Term

The primary term ("Primary Term") of this Lease will be for five (5) years, and will commence on Aug. 4, 1999, and will terminate at 11:59 p.m. on Aug 4, 2004 unless sooner terminated as provided herein.

4.2 Extended Term

Tenant is granted the option to extend the Primary Term of this Lease for four (4) additional periods of five (5) years each ("Extended Term"), provided Tenant is not then in default under this Lease. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise any option(s) to Landlord before expiration of the then current term.

5. RENT

Tenant agrees to pay Landlord the annual sum of twelve thousand dollars (\$12,000) ("Rent"), payable monthly in advance in equal installments of \$1,000, on or before the first day of each and

every calendar month during the Primary Term and each Extended Term. The annual Rent in each succeeding Extended Term, shall be 115 % of the Rent during the immediately preceding Term. Rent will be paid to Landlord at its address designated in Section 9. Rent for any period during the term of this Lease that is less than one (1) year will be prorated based on a three hundred sixty-five (365) day year.

6. ACCESS AND UTILITY EASEMENTS

Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and by utility companies, an easement and license over, under, upon and across the adjoining lands of Landlord, and rights-of-way or easements owned or leased by Landlord as set forth in Exhibit A, on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). Such Access Easement and Utility Easement will be over and lie within existing roads, parking lots and/or roads hereafter established by Tenant. Conditioned upon Landlord's prior consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may improve the Access Easement by grading, graveling and/or paving. The Access Easement, to the extent further identified, is more particularly described on Exhibit C, and the Utility Easement, to the extent further identified and not lying within the Access Easement, is more particularly described on Exhibit D. Tenant will notify Landlord of any change in the particular location of any Access Easement or Utility Easement, if such differs from the descriptions on Exhibits C and D hereto. No right of access, easement, or license over, under, upon, or across the property of the Landlord or any rights of way or easements owned or leased by the Landlord may be given, assigned, transferred, or conveyed by the Tenant to any other party, except with Landlord's consent, which will not be unreasonably withheld, delayed or conditioned; provided however, that such restrictions shall not apply to Tenant's Control Group, as such term is defined in Section 17 herein.

7. UTILITIES

Tenant will be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Premises. If necessary, Tenant will have a meter installed at the Premises for Tenant's utility use, and the cost of such meter and of installation, maintenance, and repair thereof will be paid for by Tenant. Conditioned upon Landlord's prior written consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

8. HOLDING OVER

If Tenant holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Tenant will become a Tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Tenant will pay monthly rent in an amount that is one-twelfth

(1/12th) of the Rent. Tenant will continue occupying the Premises from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days' prior written notice to the other.

9. NOTICE

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

Landlord: Millard Public School District
5606 South 147th Street
Omaha, Nebraska 68137
Attention: Superintendent of Schools

Tenant: Sprint PCS
9801 West Higgins Road
Suite 220
Rosemont, Illinois 60018
Attention: Director of Site Development

with a copy to: Sprint Spectrum L.P.
4900 Main
Kansas City, Missouri 64112
Attention: Legal Department

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

10. LIABILITY AND INDEMNITY

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs or expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees, licensees. The provisions of this Section 10 will survive the termination of this Lease.

11. TERMINATION

11.1. In addition to the termination provision contained in Section 12 of this Lease, Tenant has the right to terminate this Lease at any time, without prior notice and without penalty or payment of liquidated damages, upon any of the following events:

11.1.1. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked other than due to the fault of Tenant, or if Tenant determines the cost of obtaining such approval is prohibitive; or

11.1.2. If Tenant determines that the Premises are not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference; or

11.1.3. If Tenant determines after the Communications Facility becomes operational, that the Premises are no longer appropriate for continuing to locate the Communications Facility for technological reasons, including, but not limited to, signal interference from third parties located on Landlord's property or subsequent changes in system or network design; provided however, that in such event Tenant will give Landlord sixty (60) days written notice of termination of this Lease under the terms of this Section 11.1.3; or

11.1.4. If Landlord fails to provide any approvals required by this Lease; or

11.1.5. If Landlord breaches any of its warranties or covenants in this Lease and such breach is not cured within the time limits of Section 12.2; or

11.1.6. If Tenant elects to terminate, in Tenant's reasonable judgment, the Lease because of a partial or complete taking of the Premises as a result of a condemnation, or other damage or destruction to the Premises.

11.2 Upon termination, neither party will owe any further obligations under this Lease except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 20 of this Lease, the prompt reimbursement of pro-rata prepaid rent and Tenant's responsibility for removing all of the Communications Facility from the Premises and restoring the Premises to its condition as of the commencement date of this Lease, as near as practicable (save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads and guy anchors installed, items constructed or changed by any person(s) or entity(ies) other than Tenant, normal wear and tear, and acts beyond Tenant's control).

11.3. Notwithstanding the foregoing, if Tenant terminates the Lease prior to the expiration of the then current term for any reason other than stated in Sections 11.1, 18, 23, 25 and 26, Tenant shall pay to Landlord a termination penalty equal to nine (9) months of the then current monthly rent in complete satisfaction of any Rent claims of Landlord. Tenant shall pay to Landlord the termination penalty within ninety (90) days of Tenant's Notice to Landlord of its election to terminate the Lease.

12. DEFAULT

If Tenant fails to comply with any material provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof from Landlord, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which Landlord may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Lease if Tenant commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Landlord is entitled to collect or otherwise remedy said damages, and if Landlord seeks enforcement of its rights through an attorney or other legal procedures, Landlord is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

If Landlord fails to comply with any material provision of this Lease, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant, Tenant may, at its option, cure the failure at Landlord's expense (which expense may, at Tenant's option, be deducted from rent) or terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Landlord will not be deemed to be in default under this Lease if Landlord commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Tenant is entitled to collect or otherwise remedy said damages, and if Tenant seeks enforcement of its rights through an attorney or other legal procedures, Tenant is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity.

No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.

13. TAXES

Tenant recognizes and Landlord represents and warrants that it is a governmental entity exempt from tax. Tenant will pay annually to Landlord an amount equal to any real estate taxes attributable to any improvement to the Premises made by Tenant. Tenant will pay to Landlord such tax within sixty (60) days of receipt of sufficient documentation indicating calculation of Tenant's share and payment of the real estate taxes by Landlord. Landlord must pay annually when due all real estate taxes and assessments attributable to the Premises, the Access Easement, the Utility Easement, and the tax lot(s) of which they are a part. Upon written request by Tenant, Landlord will furnish evidence of payment of such assessments and taxes.

14. INSURANCE

14.1. Required Insurance of Tenant

Tenant must, during the term of this Lease and at Tenant's sole expense, obtain and keep in force, not less than the following insurance:

14.1.1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility;

14.1.2. Commercial General Liability and casualty insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming Landlord as an additional insured; and

14.1.3. Workers' Compensation and Employer's Liability insurance.

14.2. Required Insurance of Landlord

Landlord must, during the term of this Lease and at Landlord's sole expense, obtain and keep in force, the following insurance:

14.2.1. Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability.

14.3. Policies of Insurance

All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Premises are located. Each party will deliver certificates of insurance to the other party upon request. All policies must contain an undertaking by the insurers to notify the other party in writing not less than fifteen (15) days before any material change, reduction in coverage, cancellation, or termination of the insurance.

15. FIXTURES

Landlord covenants and agrees that no part of the improvements installed, constructed, erected or placed by Tenant on the Premises or other real property owned by Landlord will be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Landlord to covenant and agree hereby that all personal property and improvements of every kind and nature installed, constructed, erected, or placed by Tenant on the Premises, or other real property owned or leased by Landlord, will be and remain the property of Tenant despite any default or termination of this Lease and shall be removed by Tenant and that Tenant at its expense restores the Premises pursuant to Section 11.2. Failure to remove all personal property and improvements within one hundred eighty

(180) days of the termination of this lease agreement and any extensions thereof shall result in the abandonment of the property by the Tenant and may be removed by the Landlord at Tenant's expense.

16. MEMORANDUM OF AGREEMENT

After preparation of the legal descriptions of the Premises, Access Easement and Utility Easement, each party, at the request of the other, will sign a Memorandum of Lease, in the form of Exhibit E, and Easements. Tenant, at its sole expense, may record the Memorandum of Lease and Easements in the land records of the recording office(s) reasonable for notice purposes.

17. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall have the right to sublease or assign its rights under this Lease to any party affiliated, under common control or otherwise related to Tenant, successor legal entities or any party acquiring substantially all the assets of Tenant (the "Control Group") without the consent of Landlord. Tenant may sublease or assign its rights under this Lease to any other entity with Landlord's consent, which will not be unreasonably withheld, delayed or conditioned. In all such cases Tenant 1) shall notify Landlord as soon as is practicable of such assignment or sublease to a member of the Control Group; 2) shall notify Landlord in advance of any proposed assignment or sublease to any other entity; and 3) such assignment or sublease will not release Tenant from its obligations under the lease.

18. PERMITS

Landlord acknowledges that Tenant will be contacting the appropriate local governmental agencies for the purposes of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the installation, construction, operation and maintenance of the Communications Facility. Landlord agrees to cooperate with Tenant in obtaining the Permits.

19. DEBT SECURITY

Tenant may, without Landlord's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness any or all of Tenant's interest in this Lease, any part thereof, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Facility. Promptly on Tenant's or Tenant's lender's request, Landlord shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents requested by any of Tenant's lenders including but not limited to waivers of Landlord's right to levy or distrain upon for rent any of Tenant's property given as security for a debt. Landlord consents that none of the Communications Facility shall become fixtures, consents to giving notice to Tenant's lender(s) in the event of Tenant's default under the provisions of this Lease, consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in or to this Lease and the Communications Facility and nondisturbance agreements from Landlord and Landlord's lenders.

20. ENVIRONMENTAL MATTERS

Landlord warrants and represents that the Premises, Access Easement and Utility Easement, and any existing improvements thereon, are free of Hazardous Substances (as defined below). Landlord will indemnify, protect, defend, and hold harmless Tenant from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Tenant pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, dealing with matters relating to the environment, hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, "Hazardous Substances") in, upon or beneath the Premises, Access Easement or the Utility Easement, provided this indemnification shall not apply with respect to any Hazardous Substances released by Tenant.

Tenant will indemnify, protect, defend and hold harmless Landlord from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Landlord pursuant to any federal, state or local laws, implementing regulations, common law or otherwise dealing with matters relating to Hazardous Substances released by Tenant in, upon or beneath the Premises, Access Easement or Utility Easement.

21. FENCES

During the Primary Term and each Extended Term, Tenant may fence in that portion of the Premises as provided in Exhibit B and is reasonable for the proper and efficient operation and protection of the Communications Facility. Tenant shall, during the term of this Lease and any extensions thereof, keep any such fence in a good, safe, and aesthetically acceptable condition.

22. TITLE

Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Premises, Access Easement and Utility Easement, free and clear of all liens, encumbrances and exceptions, except those described in Exhibit F attached hereto, of duration and quality equal to that conveyed to Tenant by this Lease. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities. Landlord further represents and warrants that there are no holders of any mortgage, lien, encumbrance, estate or any other prior interest in the Premises, Access Easement, or Utility Easement.

23. CONDEMNATION OF PREMISES

If any governmental, public body or other condemning authority takes, or if Landlord transfers in lieu of such taking, all or part of the Premises, Access Easement or Utility Easement thereby making it physically or financially infeasible for the Premises to be used in the manner intended by the Lease,

Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately.

In the event of any condemnation, taking or conveyance in lieu thereof which results in a termination of the Lease, Landlord will not be entitled to that portion, if any, of an award made to or for the benefit of Tenant for loss of Tenant's business or depreciation, the cost of removal of Tenant's trade fixtures and equipment or the value of any unexpired term of this Lease.

24. QUIET ENJOYMENT

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any person(s) or entity(ies) claiming under the Landlord for so long as such use does not interfere with the operation of the public schools within the Millard School District.

25. CONTINGENCIES

Notwithstanding anything contained herein to the contrary, and in addition to and not in limitation of Tenant's other rights hereunder, it is expressly agreed that Tenant's obligations under this Lease are conditioned upon:

25.1. Tenant's satisfaction with the status of title to the Premises and, at Tenant's option and Tenant's receipt of a leasehold title insurance policy insuring its leasehold interest in the Premises, in form and substance satisfactory to Tenant. Landlord shall execute the standard form of title company affidavit in order to enable Tenant to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Tenant and which do not interfere with Tenant's use of the Premises.

25.2. Tenant's satisfaction, in its sole and absolute discretion and prior to commercial operation of the Communications Facility, with 1) the feasibility of engineering, installing, constructing and operating the Communication's Facility; and, 2) Tenant's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Tenant to use and operate the Communication's Facility on the Premises. Tenant is hereby given as the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Tenant's use intended by this Lease.

26. INTERFERENCE

Landlord will not use, allow or permit its property to be used in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any harmful interference shall result to the Communications Facility from the operation upon Landlord's property of any transmitters, equipment, antennae, dishes or other equipment or devices of a third party, then Landlord shall immediately cause such operations to cease until such interference is eliminated. If Landlord is unable to cure such interference within thirty (30) days of Tenant's demand, Tenant may terminate this lease without penalty.

If any harmful interference shall result to the Communications Facility from the operation upon Landlord's property of any of Landlord's transmitters, equipment, antennae, dishes or other equipment or devices, then Landlord shall immediately attempt to eliminate such interference. If Landlord is unable to cure such interference within thirty (30) days of Tenant's demand, Tenant may terminate this lease without penalty.

In the event that Tenant's equipment causes interference with any of Landlord's communications equipment, Tenant, upon notice received of the interference, shall take all steps necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

27. ITEMS TO BE AVAILABLE TO TENANT

Within ten (10) days following the last date of execution of this Lease, Landlord shall, to the extent available, make available to Tenant for inspection and copying, an accurate copy of all engineering reports, environmental audits, surveys, plats, plans, blueprints and other drawings relating to the Premises.

28. COMPLIANCE

Landlord represents and warrants that all operations conducted by Landlord in connection with the Property meet all applicable state, federal, county and local laws, codes and regulations. Landlord agrees that it will conduct its operations in the future in accordance with all such codes and regulations. Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

During the term of this Lease, Tenant will comply with all applicable laws and District Policies relating to Tenant's use of the Premises. Tenant will not commit or suffer to be committed any waste on the Premises or any nuisance.

29. LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold Landlord harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Premises to be released of record by payment or posting of a proper bond within thirty (30) days after written request by Landlord.

30. SUBORDINATION

Tenant agrees that this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, provided that Tenant's possession of the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Tenant agrees to attorn to the mortgagee, trustee or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease.

31. ENTIRE AGREEMENT AND BINDING EFFECT

This Lease and any attached exhibits and nondisturbance and attornment agreement(s) mentioning this Lease, constitute the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

32. RELOCATION RIGHT

Subject to § 79-10, 107, RRS (1996), Landlord will have the right, at any time the land is to be used by the school and is no longer surplus, to relocate the Communications Facility of Tenant, or any part thereof, to an alternate ground location on Landlord's property and/or to space within and/or on top of a building situated on Landlord's property (the "Building"); provided, however, that such relocation will (1) be at Landlord's sole cost and expense, (2) be performed exclusively by Tenant or its agents, (3) not result in any interruption of the communications service provided by Tenant on Landlord's property, (4) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord's property, and (5) be done in accordance with the terms and conditions of this Section 32. Upon relocation of the Communications Facility of Tenant, the

access and utility easement(s) of Tenant will be relocated as required to operate and maintain the communication facility of Tenant.

Landlord will exercise its relocation right by, and only by, delivering written notice (the "notice") to Tenant. In the notice, Landlord will propose an alternate site on Landlord's property to which Tenant may relocate its Communications Facility. Tenant will have sixty (60) days from the date it receives the notice to evaluate Landlord's proposed relocation site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Tenant fails to approve of such proposed relocation site in writing within said sixty-day period, then Tenant will be deemed to have disapproved such proposed relocation site. If Tenant disapproves such relocation site, then Landlord may thereafter propose another relocation site by notice to Tenant in the manner set forth above. Any relocation site which Landlord and Tenant agree upon in writing is referred to hereinafter as the "Relocation Premises". Tenant will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Premises to relocate (at Landlord's expense) its Communications Facility to the Relocation Premises.

Upon relocation of the Communications Facility of Tenant, or any part thereof, to the Relocation Premises, all references to the Premises in the Agreement will be deemed to be references to the Relocation Premises. Landlord and Tenant hereby agree that the Relocation Premises, including the access and utility right of way, may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then replace Exhibit A and become a part hereof and will control or describe the Premises. Except as expressly provided in this Exhibit, Landlord and Tenant hereby agree that in no event will the relocation of the Communications Facility, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of the foregoing Agreement.

33. GOVERNING LAW

This Lease shall be governed by the laws of the state of Nebraska.

34. NON-BINDING UNTIL FULLY EXECUTED

This Lease is for discussion purposes only and does not constitute a formal offer by either party. This Lease is not and shall not be binding on either party until and unless it is fully executed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

TENANT:

LANDLORD:

SPRINT SPECTRUM L.P.

SCHOOL DISTRICT NO. 17, DOUGLAS COUNTY, NEBRASKA, a/k/a MILLARD PUBLIC SCHOOLS

By: *James G. Meyers*
Name: JAMES G. MEYERS
Title: DIRECTOR OF SITE DEVELOPMENT

By: *Kenneth J. Fossen*
Name: Kenneth J. Fossen
Title: Assoc. Supt

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of August, 1999,
by Kenneth J. Fossen, Associate Superintendent of
School District No. 17, Douglas County, Nebraska, a/k/a Millard Public Schools.

Cheryl O'Connor
Notary Public

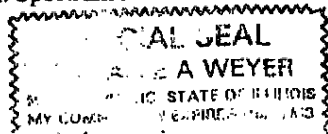
My commission expires:

6/29/2000



STATE OF Illinois)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ___ day of _____, 1999,
by JAMES G. MEYERS, DIRECTOR OF SITE DEVELOPMENT of
Sprint Spectrum L.P.



Marie A. Weyer
Notary Public

My commission expires:

6/22/03

EXHIBIT A

EXHIBIT A
THE PREMISES
Legal Description

That part of Lot 1 Cinnamon Creek, located in the Northwest Quarter of Section 8, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska.

Referring to the Northwest Corner of said Lot 1, Thence southeasterly S 02°11'53" E, 210.44 feet; Thence Southwesterly S 87°49'11" W, 5.15 feet to the True Point of Beginning, thence easterly N 86°48'50" E, 50.00 feet; thence southerly S 03°11'10" E, 50.00 feet; thence westerly S 86°48'50" W, 50.00 feet; thence northerly N 03°11'10" E, 50.00 feet, to the True Point of Beginning.

Containing a total calculated area of 2,500 sq. ft. more or less.

EXHIBIT B
PLANS AND SPECIFICATIONS

Incorporated herein are the Plans and Specifications for Site OM13XC212, dated September 27, 1999, prepared by Westchester Services L.L.C. and consisting of 13 pages.

HBC/176860

EXHIBIT C**ACCESS EASEMENT**

An access easement 12 feet in width located in that part of Lot 1 Cinnamon Creek located in the Northwest Quarter of Section 8, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska.

Referring to the Northwest corner of said Lot 1, thence southeasterly S 02°11'53" E, 210.44 feet; thence northeasterly N 87°49'11" W, 5.15 feet; thence easterly N 86°48'50" E, 50.00 feet; thence southerly S 03°11'10" E, 50.00 feet; thence westerly S 87°47'32" W, 13.00 feet to the Point of Beginning for the center line of the described easement; thence southerly S 02°21'57" E, 739.80 feet; thence easterly S 54°13'13" E, 40.21 feet; thence easterly S 89°12'54" E, 133.46 feet; thence southeasterly S 62°14'21" E, 37.37 feet; thence on a curve to the right having a radius of 98.73 feet, and a central angle of 67°48'18", with a chord bearing of N 51°58'34" E, a chord distance of 110.14 feet; thence easterly N 86°48'55" E, 225.95 feet; thence southeasterly S 81°52'58" E, 44.60 feet; thence southeasterly S 72°09'39" E, 60.91' to the point of termination for the center line of the described easement.

EXHIBIT D**UTILITY EASEMENT**

A utility easement 8 feet in width located in that part of Lot 1 Cinnamon Creek located in the Northwest Quarter of Section 8, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska.

Referring to the Northwest corner of said Lot 1, thence southeasterly S 02°11'53" E, 210.44 feet; thence northeasterly N 87°49'11" W, 5.15 feet; thence easterly N 86°48'50" E, 50.00 feet; thence southerly S 03°11'10" E, 50.00 feet; thence westerly S 87°47'32" W, 19.00 feet; thence southeasterly S 02°21'57" E, 4.00 feet to the Point of Beginning of the center line of the described easement, thence westerly S 87°47'20" W, 81.09 feet; thence southerly S 02°12'40" E, 171.48 feet; thence westerly S 86°48'55" W, 65.94 feet to the point of termination.

EXHIBIT E
Memorandum of
Tower Site Lease Agreement

Site Name: Millard West High School

Site OM13XC212

This memorandum evidences that a lease was made and entered into by written Tower Site Lease Agreement dated _____, 1999, between School District No. 17, Douglas County, Nebraska, a/k/a Millard Public Schools ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 5710 South 176th Avenue, Omaha County of Douglas, State of Nebraska, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 1999, which term is subject to four (4) additional five (5) year extension periods by SSLP.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

"SSLP"

School District No. 17, Douglas County, Nebraska,
a/k/a Millard Public Schools

Sprint Spectrum L.P., a Delaware limited partnership

By: *Kenneth J. Fossan*

By: *James G. Meyers*

Name: Kenneth J. Fossan

Name: JAMES G. MEYERS

Its: Assoc. Supt.

Its: DIRECTOR OF SITE DEVELOPMENT

Address 5710 South 17th Avenue
Omaha, Nebraska

Address: 9701 West Higgins Road
Suite 220
Rosemont, IL 60018

Owner Initials *KJF*

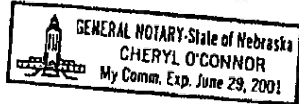
SSLP Initials *JGM*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of August, 2000,
by Kenneth J. Fossen, Associate Superintendent
of School District No. 17, Douglas County, Nebraska, a/k/a Millard Public Schools.

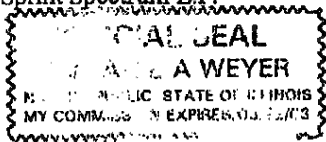
Cheryl O'Connor
Notary Public

My commission expires: 6/29/2000



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 11th day of October, 1999,
by JAMES G. MEYERS, DIRECTOR OF SITE DEVELOPMENT
of Sprint Spectrum L.P.



Julie A. Weyer
Notary Public

My commission expires: 6/22/03

Attach Exhibit A - Site Description

AMENDMENT NO. 1
TO
TOWER SITE LEASE AGREEMENT

This Amendment No. 1 to the Tower Site Lease Agreement ("Lease") between Sprint Spectrum, L.P. ("SSLP"), 6160 Sprint Parkway, Overland Park, Kansas 66251 and School District No. 17, Douglas County, Nebraska, a/k/a Millard Public Schools, effective as of August 4, 2000, is made this 10 day of October, 2001.

1. The following exhibits to the Lease are deleted and replaced by the following:

- A. Exhibit "A," the Premises, is replaced by Amended Exhibit "A";
- B. Exhibit "C," Access Easement, is replaced by Amended Exhibit "C."
- C. Exhibit "D," Utility Easement, is replaced by Amended Exhibit "D."

2. There is added to the Lease Exhibit C-1, Turn Around Easement. Such Turn Around Easement shall be read and construed together with Amended Exhibit "C," Access Easement.

3. All references to the Exhibits within the Lease shall now refer to Amended Exhibits "A," "C," and "D" and new Exhibit C-1," respectively.

4. The Notice provision of Section 9 is amended by substituting the following notice addresses for SSLP:

To: Site Development Director
OM13XC212
9801 West Higgins Road, #220
Rosemont, IL 60018

With a copy to: Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, KS 66251-2020
Attention: Sprint PCS Real Estate Attorney

HBC/235741

5. In all other respects the Tower Site Lease Agreement between the parties shall remain in full force and effect according to its terms.

SCHOOL DISTRICT NO. 17, DOUGLAS COUNTY, NEBRASKA, a/k/a MILLARD PUBLIC SCHOOLS, Owner

By: [Signature]
Name: Kenneth J. Fossen
Its: Assoc. Supt.
Address: 5710 South 17th Avenue
Omaha, Nebraska

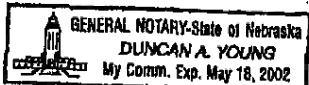
SPRINT SPECTRUM L.P., a Delaware limited partnership

By: [Signature]
Name: Michael Romeburg
Its: Director of Site Development
Address: CHARLIE DOUGLASS
DIRECTOR CENTRAL REGION

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Sprint Sites USA
1341 W. Mockingbird Lane, Ste. 501E
Dallas, TX 75247

The foregoing instrument was acknowledged before me this 10th day of Sept, 2001, by Benneth J. Fossen, Assoc. Supt. of School District No. 17, Douglas County, Nebraska, a/k/a Millard Public Schools.


My commission expires:

[Signature]
Notary Public

STATE OF ILLINOIS TEXAS)
) SS.
COUNTY OF COOK DALLAS)

The foregoing instrument was acknowledged before me this 10th day of October, 2001, by Michael Romeburg, Director of Site Development of Sprint Spectrum, L.P.
Charlie Douglass, Director Sprint Sites

[Signature]
Notary Public

My commission expires:



AMENDED EXHIBIT "A"

THE PREMISES

Legal Description

That part of Lot 1 Cinnamon Creek, located in the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska and being more particularly described as follows:

Beginning at a point 633.02 easterly from the center line of 180th Street and 533.02 feet southerly from the center line of "Q" Street, a ¼ rebar found on the perimeter of Cinnamon Creek Subdivision, as platted and recorded in Douglas County, Nebraska; thence northerly on an assumed bearing of N 02°04'40" W, on the westerly line of said Cinnamon Creek Subdivision, 230.00 feet; thence easterly N 87°55'20" E, perpendicular to the last described bearing, 10.00 feet, to the point of beginning for the described Lease Site; thence northerly N 02°04'40" W, parallel with the 10.00 foot easterly from the westerly line of Cinnamon Creek subdivision, 50.00 feet; thence easterly N 87°55'20" E, 50.00 feet; thence southerly S 02°04'40" E, on a line parallel with and 60.00 feet easterly from the westerly line of Cinnamon Creek Subdivision, 50.00 feet; thence westerly S 87°55'20" W, 50.00 feet, to the point of beginning. Containing a total calculated area of 2500 square feet, more or less.

AMENDED EXHIBIT "C"

Access Easement

An Access Easement 12 feet in width located in that part of Lot 1 Cinnamon Creek located in the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska and being more particularly described as follows:

Referring to the Southeast corner of the described Lease Site; thence westerly S 87°55'20" W, 17.60 feet, to the point of beginning of the center line for the described easement; thence southerly S 02°21'57" E, 747.62 feet; thence southeasterly S 54°13'13" E, 40.21 feet; thence easterly S 89°12'54" E, 133.46 feet; thence southeasterly S 62°14'21" E, 37.37 feet; thence northeasterly on a curve to the right having a radius of 98.73 feet, a chord bearing of N 51°58'34" E a chord length of 110.14 feet; thence easterly N 86°48'55" E, 225.95 feet; thence southeasterly S 81°52'58" E, 44.60 feet; thence southeasterly S 72°09'39" E, 65.75 feet, to the point of termination of the center line for the described easement.

EXHIBIT "C-1"

Turn Around Easement

A Turn around easement located in that part of Lot 1, Cinnamon Creek, located in the Northwest Quarter of Section 9, Township 14 North, Range 11 East, of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska the outside perimeter being more particularly described as follows:

Referring to the Southwest corner of the previously described lease area; thence easterly N 87° 55' 20" E, on the South line of said lease area, 5.40 feet, to the point of beginning for the described easement; thence southerly S 02° 04' 40" E, 22.00 feet; thence easterly N 87° 55' 20" E, 42.00 feet; thence northerly N 02° 04' 40" W, 22.00 feet, to a point of intersection on the South line of the lease area; thence westerly S 87° 55' 20" W, on said South line, 42.00 feet, to the point of beginning for the described easement.

AMENDED EXHIBIT "D"

Utility Easement

A Utility Easement 9 feet in width located in that part of Lot 1 Cinnamon Creek located in the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska and being more particularly described as follows:

Referring to the Southeast corner of the described Lease Site; thence westerly S 87°55'20" W, 30.21 feet, to the point of beginning for the center line for the described easement; thence southerly S 02°14'14" E, 206.02 feet; thence southwesterly S 42°27'37" W, 42.05 feet; thence westerly S 87°27'37" W, 583.02 feet, to the point of termination of the center line for the described easement.

and

Referring to the Southwest corner of the described Lease Site; thence northerly N 02°04'40" W, 31.66 feet, to the point of beginning for the center line of the described easement; thence northwesterly N 48°04'34" W, 18.00 feet, to the point of termination of the center line of the described easement.

MEMORANDUM OF AMENDMENT
TO
TOWER SITE LEASE AGREEMENT

MILLARD WEST HIGH SCHOOL

OM13XC212

This Memorandum evidences that the Tower Site Lease Agreement dated August 4, 2000, between School District No. 17, Douglas County, Nebraska, a/k/a Millard Public Schools ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP") was amended, the terms and conditions of which are incorporated herein by reference. Such Amendment amends the legal descriptions of the Premises, Access Easement and Utility Easement. Additionally, it adds a Turn Around Easement. In all other respects the Tower Site Lease Agreement remains unchanged and is for a term of five years commencing on August 4, 2000, which terms are subject to four (4) additional five-year extension periods by SSLP.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the day and year first above written.

SCHOOL DISTRICT NO. 17, DOUGLAS
COUNTY, NEBRASKA, a/k/a MILLARD
PUBLIC SCHOOLS, Owner

By: *Kenneth J. Frosen*
Name: Kenneth J. Frosen
Its: Assoc. Supt.
Address: 5710 South 17th Avenue
Omaha, Nebraska

SPRINT SPECTRUM L.P., a Delaware
limited partnership

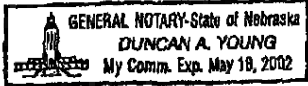
By: *Charlie Douglass*
Name: Michael Romberg
Its: Director of Site Development
Address: CHARLIE DOUGLASS
DIRECTOR CENTRAL REGION

Sprint Sites USA
1341 W. Mockingbird Lane, Ste. 501E
Dallas, TX 75247

HBC/235745

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of Sept,
2001, by Kenneth J. Fosson, Assoc. Supt of
School District No. 17, Douglas County, Nebraska, a/k/a Millard Public Schools.



Duncan A. Young
Notary Public

My commission expires:

STATE OF ~~ILLINOIS~~ TEXAS)
) SS.
COUNTY OF ~~COOK~~ DALLAS

The foregoing instrument was acknowledged before me this 10th day of October,
2001, by Michael Romesburg, Director of Site Development of Sprint Spectrum, L.P.
Charlie Douglass Sprint Sites Central Region

April Anderson
Notary Public

My commission expires:



AMENDED EXHIBIT "A"

THE PREMISES

Legal Description

That part of Lot 1 Cinnamon Creek, located in the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska and being more particularly described as follows:

Beginning at a point 633.02 easterly from the center line of 180th Street and 533.02 feet southerly from the center line of "Q" Street, a ¼ rebar found on the perimeter of Cinnamon Creek Subdivision, as platted and recorded in Douglas County, Nebraska; thence northerly on an assumed bearing of N 02°04'40" W, on the westerly line of said Cinnamon Creek Subdivision, 230.00 feet; thence easterly N 87°55'20" E, perpendicular to the last described bearing, 10.00 feet, to the point of beginning for the described Lease Site; thence northerly N 02°04'40" W, parallel with the 10.00 foot easterly from the westerly line of Cinnamon Creek subdivision, 50.00 feet; thence easterly N 87°55'20" E, 50.00 feet; thence southerly S 02°04'40" E, on a line parallel with and 60.00 feet easterly from the westerly line of Cinnamon Creek Subdivision, 50.00 feet; thence westerly S 87°55'20" W, 50.00 feet, to the point of beginning. Containing a total calculated area of 2500 square feet, more or less.

AMENDED EXHIBIT "C"

Access Easement

An Access Easement 12 feet in width located in that part of Lot 1 Cinnamon Creek located in the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska and being more particularly described as follows:

Referring to the Southeast corner of the described Lease Site; thence westerly S 87°55'20" W, 17.60 feet, to the point of beginning of the center line for the described easement; thence southerly S 02°21'57" E, 747.62 feet; thence southeasterly S 54°13'13" E, 40.21 feet; thence easterly S 89°12'54" E, 133.46 feet; thence southeasterly S 62°14'21" E, 37.37 feet; thence northeasterly on a curve to the right having a radius of 98.73 feet, a chord bearing of N 51°58'34" E a chord length of 110.14 feet; thence easterly N 86°48'55" E, 225.95 feet; thence southeasterly S 81°52'58" E, 44.60 feet; thence southeasterly S 72°09'39" E, 65.75 feet, to the point of termination of the center line for the described easement.

EXHIBIT "C-1"

Turn Around Easement

A Turn around easement located in that part of Lot 1, Cinnamon Creek, located in the Northwest Quarter of Section 9, Township 14 North, Range 11 East, of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska the outside perimeter being more particularly described as follows:

Referring to the Southwest corner of the previously described lease area; thence easterly N 87° 55' 20" E, on the South line of said lease area, 5.40 feet, to the point of beginning for the described easement; thence southerly S 02° 04' 40" E, 22.00 feet; thence easterly N 87° 55' 20" E, 42.00 feet; thence northerly N 02° 04' 40" W, 22.00 feet, to a point of intersection on the South line of the lease area; thence westerly S 87° 55' 20" W, on said South line, 42.00 feet, to the point of beginning for the described easement.

AMENDED EXHIBIT "D"

Utility Easement

A Utility Easement 9 feet in width located in that part of Lot 1 Cinnamon Creek located in the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th Principal Meridian, City of Omaha, Douglas County, Nebraska and being more particularly described as follows:

Referring to the Southeast corner of the described Lease Site; thence westerly S 87°55'20" W, 30.21 feet, to the point of beginning for the center line for the described easement; thence southerly S 02°14'14" E, 206.02 feet; thence southwesterly S 42°27'37" W, 42.05 feet; thence westerly S 87°27'37" W, 583.02 feet, to the point of termination of the center line for the described easement.

and

Referring to the Southwest corner of the described Lease Site; thence northerly N 02°04'40" W, 31.66 feet, to the point of beginning for the center line of the described easement; thence northwesterly N 48°04'34" W, 18.00 feet, to the point of termination of the center line of the described easement.



February 25, 2005

SCHOOL DISTRICT NO 17
DOUGLAS COUNTY NEBRASKA
A/K/A MILLARD PUBLIC SCHOOLS
5606 SOUTH 147TH STREET
OMAHA, NE 68137

Re: Estoppel Certificate 4241-OM13XC212

Dear SCHOOL DISTRICT NO 17:

Sprint is excited to announce that it has recently entered into an agreement with Global Signal whereby Global Signal will sublease from Sprint its interest in the Lease with you and will manage the existing tower on Sprint's behalf. Accordingly, Global Signal will assume Sprint's obligations under the Lease.

In connection with this transaction, it is important that Landlord and Sprint make certain acknowledgments with respect to certain matters in the Lease by executing the estoppel certificate enclosed herewith. Sprint has approved the form of the enclosed estoppel.

Global Signal is one of the largest wireless communication tower owners in the United States based on the number of towers owned. We are confident that both you and Sprint will benefit from Global Signal's very substantial experience in operating and managing communications towers.

For your convenience, we have enclosed a pre-addressed and pre-paid Federal Express envelope. Please execute the enclosed estoppel and forward the same using the enclosed envelope or mail to: Global Signal Inc. (Project CL-EST), 301 North Cattlemen Road Suite 300, Sarasota, Florida 34232 within the next week.

Please call Global Signal if you need any assistance or have any questions regarding this matter. You can reach Global Signal's estoppel hotline by calling (888) 748-3482, extension 3590. Sprint has authorized Global Signal to act on its behalf in this regard.

Sprint thanks you in advance for your cooperation and prompt attention to this important matter and looks forward to continued good relations with you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Dan R. Mueller".

/Enclosures

Legal Description

Property located in DOUGLAS, NE

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

That part of the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said NW 1/4 of Section 9;

Thence North 00 degrees 10' 55" West (bearings referenced to the Final Plat of Mission Park, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 298.15 feet along the west line of the said NW 1/4 of Section 9;

Thence continuing North 00 degrees 10' 55" West for 1816.44 feet along the said west line of the NW 1/4 of Section 9;

Thence North 89 degrees 21' 22" East for 633.02 feet parallel with and 533.00 feet south of the north line of the said NW 1/4 of section 9;

Thence North 00 degrees 10' 55" west for 533.02 feet parallel with the 633.00 feet east of the said west line of the NW 1/4 of Section 9 to the north line of the said NW 1/4 of Section 9;

Thence north 89 degrees 21' 22" East for 1066.58 feet along the said north line of the NW 1/4 of Section 9;

Thence South 00 degrees 38' 38" East for 200.00 feet;

Thence along a curve to the right (having a radius of 1000.00 feet and a long chord bearing South 18 degrees 45' 15" West for 664.26 feet) for an arc length of 677.12 feet;

Thence along a curve to the left (having a radius of 1000.00 feet and a long chord bearing South 18 degrees 59' 07" West for 656.65 feet) for an arc length of 669.06 feet;

Thence South 00 degrees 10' 55" East for 414.61 feet parallel with and 1270.00 feet east of the west line e of the said NW 1/4 of Section 9;

Thence along a curve to the right (having a radius of 500.00 feet and a long chord bearing South 44 degrees 49' 05" West for 707.11 feet) for an arc length of 785.40 feet;

Thence South 89 degrees 49' 05" West 770.00 feet to the Point of Beginning.

Contains 67.85 acres including 2.18 acres of existing county roadway easement.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236

Connection Number 10625394