

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 7
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Wireless Facilities, Inc.
(Exact name of Registrant as specified in its charter)

| | | |
|---|---|--|
| Delaware | 7380 | 13-3818604 |
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification Number) |

9805 Scranton Road, Suite 100
San Diego, CA 92121
(858) 824-2929
(Address, including zip code, and telephone number, including area code, of
Registrant's principal executive offices)

Massih Tayebi, Ph.D.
Chief Executive Officer
Wireless Facilities, Inc.
9805 Scranton Road, Suite 100
San Diego, CA 92121
(858) 824-2929
(Name, address, including zip code, and telephone number, including area code,
of agent for service)

Copies To:

| | |
|--|---|
| Frederick T. Muto, Esq. Lance W. Bridges, Esq. Nancy D. Krueger, Esq. Cooley Godward LLP 4365 Executive Drive, Suite 1100 San Diego, CA 92121 (858) 550-6000 | Bruce M. McNamara, Esq. Virginia W. Wei, Esq. Robert C. Atherton, Esq. Wilson Sonsini Goodrich & Rosati 650 Page Mill Road Palo Alto, CA 94304 (650) 493-9300 |
|--|---|

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration
Statement.

If any of the securities being registered on this Form are to be offered on
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, as amended (the "Securities Act") check the following box.

If this Form is filed to register additional securities for an offering
pursuant to Rule 462(b) of the Securities Act, please check the following box
and list the Securities Act registration serial number of the earlier
effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c)
under the Securities Act, check the following box and list the Securities Act
registration statement number of the earlier effective registration statement
for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434,
please check the following box.

Registrant hereby amends this registration statement on such date or dates
as may be necessary to delay its effective date until the registrant shall
file a further amendment which specifically states that this registration
statement shall thereafter become effective in accordance with Section 8(a) of
the Securities Act or until the registration statement shall become effective
on such date as the Securities and Exchange Commission, acting pursuant to
said Section 8(a), may determine.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth all expenses payable by the Registrant in connection with the sale of the common stock being registered. All of the amounts shown are estimates except for the SEC registration fee, the NASD filing fee and the Nasdaq National Market listing fee.

| | Amount to be Paid ----- |
|---|-------------------------------|
| SEC Registration fee..... | \$ 19,460 |
| NASD filing fee..... | 7,500 |
| Nasdaq National Market listing fee..... | 95,000 |
| Blue sky qualification fees and expenses..... | 2,500 |
| Director and officer liability insurance..... | 10,000 |
| Printing and engraving expenses..... | 150,000 |
| Legal fees and expenses..... | 400,000 |
| Accounting fees and expenses..... | 275,000 |
| Transfer agent and registrar fees..... | 3,000 |
| Miscellaneous..... | 37,540 |
| | ----- |
| Total..... | \$1,000,000 ===== |

Item 14. Indemnification Of Officers And Directors

Under Section 145 of the Delaware General Corporation Law, the Registrant has broad powers to indemnify its directors and officers against liabilities they may incur in such capacities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act").

The Registrant's certificate of incorporation and bylaws include provisions to (i) eliminate the personal liability of its directors for monetary damages resulting from breaches of their fiduciary duty to the extent permitted by Section 102(b)(7) of the General Corporation Law of Delaware (the "Delaware Law") and (ii) require the Registrant to indemnify its directors and officers to the fullest extent permitted by Section 145 of the Delaware Law, including circumstances in which indemnification is otherwise discretionary. Pursuant to Section 145 of the Delaware Law, a corporation generally has the power to indemnify its present and former directors, officers, employees and agents against expenses incurred by them in connection with any suit to which they are or are threatened to be made, a party by reason of their serving in such positions so long as they acted in good faith and in a manner they reasonably believed to be in or not opposed to, the best interests of the corporation and with respect to any criminal action, they had no reasonable cause to believe their conduct was unlawful. The Registrant believes that these provisions are necessary to attract and retain qualified persons as directors and officers. These provisions do not eliminate the directors' duty of care, and, in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware Law. In addition, each director will continue to be subject to liability for breach of the director's duty of loyalty to the Registrant, for acts or omissions not in good faith or involving intentional misconduct, for knowing violations of law, for acts or omissions that the director believes to be contrary to the best interests of the Registrant or its stockholders, for any transaction from which the director derived an improper personal benefit, for acts or omissions involving a reckless disregard for the director's duty to the Registrant or its stockholders when the director was aware or should have been aware of a risk of serious injury to the Registrant or its stockholders, for acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the director's duty to the Registrant or its stockholders, for improper

transactions between the director and the Registrant and for improper distributions to stockholders and loans to directors and officers. The provision also does not affect a director's responsibilities under any other law, such as the federal securities law or state or federal environmental laws.

The Registrant has entered into indemnity agreements with each of its directors and executive officers that require the Registrant to indemnify such persons against all expenses, judgments, fines, settlements and other amounts incurred (including expenses of a derivative action) in connection with any proceeding, whether actual or threatened, to which any such person may be made a party by reason of the fact that such person is or was a director or an executive officer of the Registrant or any of its affiliated enterprises, provided that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Registrant and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful. The indemnification agreements also set forth certain procedures that will apply in the event of a claim for indemnification thereunder.

At present, there is no pending litigation or proceeding involving a director or officer of the Registrant as to which indemnification is being sought nor is the Registrant aware of any threatened litigation that may result in claims for indemnification by any officer or director.

The Registrant has an insurance policy covering the officers and directors of the Registrant with respect to certain liabilities, including liabilities arising under the Securities Act or otherwise.

Item 15. Recent Sales of Unregistered Securities

Since December 14, 1994 (inception), the Company has sold and issued the following unregistered securities:

1. During the period, the Company granted incentive stock options with an exercise price of \$.0033 per share to employees, officers and directors of the Company under its 1996 Stock Plan (the "1996 Plan") covering an aggregate of 1,012,500 shares of the Company's Common Stock. All of the options granted under the 1996 Plan were either exercised prior to December 31, 1998 or expired on that date. No options remain outstanding under the 1996 Plan.

2. During the period, the Company issued 29,100,000 shares of its Common Stock to employees, board members and Sean Tayebi for \$655,000, 3,245,190 of which the Company repurchased in August of 1998. An additional 780,720 shares were issued pursuant to the exercise of incentive stock options granted under the 1996 and 1997 Plans and non-statutory stock options granted outside the plans, 25,132 of which the Company repurchased at market value on the date of repurchase, and 600,000 shares were issued pursuant to the exercise of the 1997 and 1998 Warrants.

3. In August 1998, pursuant to the terms of an equity financing of the Company, the Company issued an aggregate of 1,682,692 shares of Series A Preferred Stock to Oak Investment Partners VIII, Limited Partnership, Worldview Technology Partners I, L.P., Worldview Technology International I, L.P., Worldview Strategic Partners I, L.P., Fred Warren and Stanford University for \$20,999,996.16.

4. In February 1999, pursuant to the terms of an equity financing of the Company, the Company issued an aggregate of 2,727,273 shares of Series B Preferred Stock to Oak Investment Partners VIII, Limited Partnership, Oak VIII Affiliates Fund, LP, Worldview Technology Partners I, L.P., Worldview Technology International I, L.P., Worldview Strategic Partners I, L.P., for \$15,000,001.50.

5. In January 1999, we entered into an agreement for the purchase of the assets of B Communications International, Inc. The purchase price the Company paid for such assets consisted of approximately \$2,900,000 in cash and notes and warrants to purchase 240,381 shares of its Common Stock at an exercise price of \$4.16 per share.

6. In June 1999, the Company entered into an agreement for the purchase of the assets of C.R.D., Inc. The purchase price we paid for such assets consisted of indebtedness, approximately \$540,000 in cash and warrants to purchase 4,000 shares of our Common Stock at an exercise price of \$5.50 per share.

The sales and issuances of securities in the transactions described in paragraphs (1) and (2) above were deemed to be exempt from registration under the Securities Act by virtue of Rule 701 promulgated thereunder (in that they were offered and sold either pursuant to written compensatory benefit plans or pursuant to a written contract relating to compensation, as provided by Rule 701) or were deemed to be exempt from registration under the Securities Act by virtue of Section 4(2) and/or Regulation D promulgated thereunder.

The sales and issuances of securities in the transactions described in paragraphs (3) through (6) above were deemed to be exempt from registration under the Securities Act by virtue of Section 4(2) and/or Regulation D promulgated thereunder.

The recipients represented their intention to acquire the securities for investment purposes only and not with a view to the distribution thereof. Appropriate legends are affixed to the stock certificates issued in such transactions. Similar legends were imposed in connection with any subsequent sales of any such securities. All recipients either received adequate information about the Company or had access, through employment or other relationships, to such information.

Item 16. Exhibits And Financial Statement Schedules

(a) Exhibits.

| Exhibit Number ----- | Description of Document ----- |
|----------------------------|---|
| 1.1 | Form of Underwriting Agreement.* |
| 3.1 | Amended and Restated Certificate of Incorporation, as currently in effect.* |
| 3.2 | Form of Restated Certificate of Incorporation, to be filed and become effective prior to the closing of this offering.* |
| 3.3 | Form of Restated Certificate of Incorporation, to be filed and become effective upon the closing of this offering.* |
| 3.4 | Bylaws, as currently in effect.* |
| 3.5 | Form of Bylaws, as amended to become effective upon the closing of this offering.* |
| 4.1 | Reference is made to Exhibits 3.1, 3.2, 3.3, 3.4 and 3.5. |
| 4.2 | Specimen Stock Certificate.* |
| 5.1 | Opinion of Cooley Godward LLP. |
| 10.1 | 1997 Stock Option Plan.* |
| 10.2 | Form of Stock Option Agreement pursuant to the 1997 Stock Option Plan and related terms and conditions.* |
| 10.3 | 1999 Equity Incentive Plan.* |
| 10.4 | Form of Stock Option Agreement pursuant to the 1999 Equity Incentive Plan.* |
| 10.5 | 1999 Employee Stock Purchase Plan and related offering documents.* |
| 10.6 | R&D Building Lease by and between the Company and Sorrento Tech Associates as amended.* |
| 10.7 | Credit Agreement by and among the Company, various banks and Imperial Bank dated as of September 17, 1999. |
| 10.8 | Second Amended and Restated Investor Rights Agreement by and among the Company and certain stockholders of the Company dated as of September 17, 1999.* |

| Exhibit Number ----- | Description of Document ----- |
|----------------------------|--|
| 10.9 | Employment Offer Letter by and between the Company and Scott Fox dated as of April 9, 1999.* |
| 10.10 | Form of Indemnity Agreement by and between the Company and certain officers and directors of the Company.* |
| 10.11 | Amended Promissory Note from the Company to Masood K. Tayebi dated as of August 2, 1999.* |
| 10.12 | Amended Promissory Note from the Company to Massih Tayebi dated as of August 2, 1999.* |
| 10.13 | Amended Promissory Note from the Company to Sean Tayebi dated as of August 2, 1999.* |
| 10.14 | Form of Warrant Agreement by and between the Company and each of Scott Anderson and Scot Jarvis dated as of February 28, 1997.* |
| 10.15 | Form of Subscription and Representation Agreement by and between the Company and each of Scott Anderson and Scot Jarvis dated as of February 28, 1997.* |
| 10.16 | Form of Warrant Agreement by and between the Company and each of Scott Anderson and Scot Jarvis dated as of February 1, 1998.* |
| 10.17 | Form of Bill of Sale and Assignment Agreement by and between the Company and each of Massih Tayebi and Masood K. Tayebi dated as of June 30, 1999.* |
| 10.18 | Assignment of Note by and among the Company, Masood K. Tayebi and Massih Tayebi dated as of June 30, 1999.* |
| 10.19 | Form of Promissory Note from each of Masood K. Tayebi and Massih Tayebi to the Company dated as of June 30, 1999.* |
| 10.20 | Form of Promissory Note from each of Masood K. Tayebi and Massih Tayebi to the Company dated as of June 30, 1999.* |
| 10.21 | Services Agreement by and between WFI de Mexico S. de R.L. de C.V. and Ericsson Telecom, S.A. de C.V. dated as of August 4, 1999.+ |
| 10.22 | Amended and Restated Master Services Agreement by and between the Company and TeleCorp Holding Communications, Inc., dated as of October 12, 1999. |
| 10.23 | Master Services Agreement by and between the Company and Nextel Partners Operating Corp. dated as of January 18, 1999.+ |
| 10.24 | Agreement by and between the Company and Siemens Aktiengesellschaft, Berlin and Munchen, Federal Republic of Germany, represented by the Business Unit Mobile Networks.+ |
| 10.25 | Master Services Agreement by and between the Company and Triton PCS, Operating Company, L.L.C. dated as of January 19, 1998, as amended.+ |
| 10.26 | Microwave Relocation Services Agreement by and between Entel Technologies, Inc. and Triton PCS Operating Company, L.L.C. dated as of February 11, 1998.+ |
| 10.27 | Site Development Services Agreement by and between Entel Technologies, Inc. and Triton PCS, Inc. dated as of December 10, 1997.+ |
| 10.28 | Sales Agreement for Products and Services by and between the Company and Integrated Ventures, LLC dated as of April 19, 1999.+ |
| 10.29 | Settlement Agreement and Mutual General Releasee by and between the Company and Total Outsourcing, Inc dated as of June 30, 1999.* |
| 10.30 | Straight Note from Scott Fox and Kathleen W. Fox to the Company dated as of July 8, 1999.* |
| 10.31 | Master Services Agreement by and between the Company and Metricom, Inc. dated as of September 21, 1999. + |

| Exhibit Number ----- | Description of Document ----- |
|----------------------------|---|
| 21.1 | List of subsidiaries.* |
| 23.1 | Consent of KPMG LLP, Independent Public Accountants.* |
| 23.2 | Consent of Cooley Godward LLP. Reference is made to Exhibit 5.1. |
| 23.3 | Consent of M.R. Weiser LLP, Independent Public Accountants.* |
| 24.1 | Power of Attorney. Reference is made to page II-6 of the Registration Statement filed on August 18, 1999. |
| 27 | Financial Data Schedule.* |

+ -----
+ Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.

* Previously filed.

(b) Financial Statement Schedules.

Schedule II--Valuation and Qualifying Accounts.

All other schedules are omitted because they are not required, are not applicable or the information is included in our financial statements or notes thereto.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 7 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, County of San Diego, State of California, on November 4, 1999.

By: /s/ Thomas A. Munro

 Thomas A. Munro
 Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 7 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

| Signature ----- | Title ----- | Date ---- |
|---|---|------------------|
| * ----- Massih Tayebi | Chief Executive Officer and Director (Principal Executive Officer) | November 4, 1999 |
| * ----- Masood K. Tayebi | President and Director | November 4, 1999 |
| /s/ Thomas A. Munro ----- Thomas A. Munro | Chief Financial Officer (Principal Financial and Accounting Officer) | November 4, 1999 |
| * ----- Scott Anderson | Director | November 4, 1999 |
| * ----- Bandel Carano | Director | November 4, 1999 |
| * ----- Scot Jarvis | Director | November 4, 1999 |

/s/ Thomas A. Munro
 *By: _____
 Thomas A. Munro

EXHIBIT INDEX

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* Previously filed.

[LETTERHEAD OF COOLEY GODWARD LLP]

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October 18, 1999

WIRELESS FACILITIES, INC.
9805 Scranton Road, Suite 100
San Diego, CA 92121

Ladies and Gentlemen:

You have requested our opinion with respect to certain matters in connection with the filing by Wireless Facilities, Inc. (the "Company") of a Registration Statement on Form S-1 (the "Registration Statement") with the Securities and Exchange Commission, including a related prospectus to be filed with the Commission pursuant to Rule 424(b) of Regulation C promulgated under the Securities Act of 1933, as amended (the "Prospectus"), and the underwritten public offering of up to 4,600,000 shares of the Company's Common Stock, par value \$.001, including 600,000 shares of Common Stock for which the underwriters have been granted an over-allotment option (the "Shares").

In connection with this opinion, we have examined and relied upon the Registration Statement and related Prospectus, the Company's Restated Certificate of Incorporation and Bylaws, and the originals or copies certified to our satisfaction of such records, documents, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when sold and issued in accordance with the Registration Statement and related Prospectus, will be validly issued, fully paid, and nonassessable.

We consent to the reference to our firm under the caption "Legal Matters" in the Prospectus included in the Registration Statement and to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

Cooley Godward LLP

/s/ LANCE W. BRIDGES

Lance W. Bridges

CREDIT AGREEMENT

among

WIRELESS FACILITIES, INC.,

VARIOUS BANKS,

and

IMPERIAL BANK,

as Agent, Collateral Agent, and Documentation Agent

Dated as of August 18, 1999

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CREDIT AGREEMENT, dated as of August 18, 1999, among WIRELESS FACILITIES, INC. (the "Borrower"), a corporation organized and existing under

the laws of Delaware, the financial institutions from time to time listed in Schedule 1 (together with permitted assignees, each a "Bank" and, collectively,

the "Banks"), IMPERIAL BANK, acting in the manner and to the extent described in

Section 9 (in such capacity, together with any successor appointed hereunder, the "Agent"), IMPERIAL BANK, acting as collateral agent for the Banks under the

Security Documents (in such capacity, together with any successor appointed hereunder, the "Collateral Agent") and IMPERIAL BANK, acting as documentation

agent for the Banks hereunder (the "Documentation Agent").

W I T N E S S E T H :

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WHEREAS, subject to and upon the terms and conditions herein set forth, the Banks are willing to make available to the Borrower the credit facilities provided for herein;

NOW, THEREFORE, IT IS AGREED:

SECTION 1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION.

1.1. Defined Terms. As used in this Agreement, the following terms

shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Accounts" shall mean any right to payment for goods sold, leased or rented, or to be sold, leased or rented, or for services rendered or to be rendered no matter how evidenced, including, without limitation, acceptances, accounts receivable, contract rights, chattel paper, drafts, general intangibles, instruments, notes, purchase orders and other forms of obligations and receivables.

"Additional Taxes" shall have the meaning provided in Section 3.6.

"Adjusted LIBOR" shall mean, with respect to each Interest Period for a LIBOR Loan, the rate per annum (rounded upward if necessary to the nearest one-sixteenth of one percent) equal to (i) the LIBOR for such Interest Period divided by (ii) 1.00 minus the Reserve Requirement Rate (expressed as a decimal fraction) for such Interest Period.

"Affiliate" shall mean, with respect to any Person, any other Person (other than an individual) directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

"Agent" shall have the meaning provided in the first paragraph of this Agreement and shall include any successor to the Agent appointed pursuant to Section 9.9.

"Agreement" shall mean this Credit Agreement, as modified, supplemented or amended from time to time.

"Applicable Lending Office" shall mean, with respect to each Bank, (i) such Bank's Base Rate Lending Office in the case of a Base Rate Loan and (ii) such Bank's LIBOR Lending Office in the case of a LIBOR Loan as set forth on Schedule 2.

"Asset Disposition" shall have the meaning set forth in Section 3.3(b) (i).

"Assignee" shall have the meaning set forth in Section 10.5(a).

"Assignment and Acceptance" shall have the meaning set forth in Section 10.5(a).

"Authorized Representative" shall mean Massih Tayebi, Masood Tayebi, Thomas Munro, or any other officer of the Borrower designated to serve as "Authorized Representative" in accordance with Section 1.2(n).

"Bank" shall have the meaning provided in the first paragraph of this Agreement.

"Bankruptcy Code" shall have the meaning provided in Section 8.5.

"Base Rate" shall mean, as of any date of determination, the rate determined by the Agent to be the Prime Rate on that date plus 0.25 percent per annum.

"Base Rate Lending Office" shall mean, with respect to each Bank, the office of such Bank specified as its "Base Rate Lending Office" opposite its name on Schedule 2 or such other office, Subsidiary or Affiliate of such Bank as such Bank may from time to time specify as such to the Borrower and the Agent.

"Base Rate Loan" shall mean any Loan designated or deemed designated as such by the Borrower at the time of the incurrence thereof or conversion thereto.

"Borrowing" shall mean the borrowing of Loans of one Type (and, in the case of LIBOR Loans, at one interest rate) on a given date (or the conversion of a Loan or Loans of a Bank or Banks on a given date).

"Business Day" shall mean (i) for all purposes other than as covered by clause (ii) below, any day except Saturday, Sunday and any day which shall be in Inglewood, California a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close and (ii) with respect to all notices and determinations in connection with, and payments of principal and interest on, LIBOR Loans, any day which is a Business Day described in clause (i) above and which is also a day for trading by and between banks in the London interbank Eurodollar market.

"Capital Lease" shall mean a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

"Capital Stock" shall mean common stock, preferred stock, warrants and all other rights to purchase common stock or preferred stock of the Borrower.

"CCP" shall have the meaning provided in Section 10.9(b).

"Claim Date" shall have the meaning provided in Section 10.9(b).

"Closing Date" shall mean the later of (i) the first date on which all of the conditions precedent specified in Section 4.1 have been satisfied or waived by the Required Banks and (ii) the date of the first Borrowing.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to the Code are to the Code, as in effect at the date of this Agreement and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefor.

"Collateral" shall mean all property (whether real, personal, tangible, intangible, existing or hereafter acquired) of the Borrower that is pledged to, or over which a security interest is granted in favor of, the Collateral Agent under the Security Documents to secure the Obligations.

"Collateral Agent" shall have the meaning provided in the first paragraph of this Agreement and shall include any successor to the Collateral Agent appointed pursuant to Section 9.9.

"Commitment" shall mean for each Bank, at any time, the amount set forth opposite such Bank's name in Schedule 1 under the heading "Commitment" as such amount may from time to time be reduced pursuant to Sections 3.3 or 10.5.

"Commitment Expiration Date" shall have the meaning provided in Section 2.12(a).

"Commitment Fee" shall have the meaning provided in Section 3.1.

"Compliance Certificate" shall have the meaning provided in Section 6.1(e).

"Commitment Obligation" shall mean for each Bank the obligation hereunder of such Bank to make Loans to the Borrower in an aggregate principal amount at any one time outstanding not to exceed the Commitment for such Bank.

"Consolidated Subsidiaries" shall mean, as to any Person, all Subsidiaries of such Person which are consolidated with such Person for financial reporting purposes in accordance with GAAP.

"Contingent Obligation" shall mean, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the holder of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"Credit Documents" shall mean this Agreement, each Note, each Notice of Borrowing, each Notice of Continuation, each Notice of Conversion, each Notice of Extension, each Compliance Certificate and each Security Document.

"Credit Event" shall mean the making of any Loan.

"Current Maturities of Funded Debt" shall mean at any time and with respect to any item of Funded Debt, the portion of such Funded Debt outstanding at such time which by the terms of such Funded Debt or the terms of any instrument or agreement relating thereto is due on demand or within one year from the time of determination (whether by sinking fund, other required prepayment or final payment at maturity) and is not directly or indirectly renewable, extendible or refundable at the option of the obligor under an agreement or firm commitment in effect at such time to a date one year or more from such time.

"Debt Security" shall mean any Security of the Borrower other than Capital Stock.

"Default" shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

"Documentation Agent" shall have the meaning provided in the first paragraph of this Agreement.

"Dollars" and the sign "\$" shall each mean freely transferable lawful money of the United States.

"Domestic Lending Office" for any Bank shall mean that Office specified opposite its name on Schedule 2.

"EBIT" shall mean, for any period, the Net Income of the Borrower for such period, before interest expense and provision for taxes and without giving effect to any extraordinary gains and gains from sales of assets (other than sales of Inventory in the ordinary course of business).

"EBITDA" shall mean, for any period, the EBIT of the Borrower for such period adjusted by (i) adding thereto the amount of all amortization of intangibles and depreciation that were deducted in arriving at such EBIT for such period and (ii) subtracting therefrom the amount of all non-cash gains that were added in arriving at such EBIT for such period.

"EBITDAR" shall mean, for any period, the EBITDA of the Borrower for such period adjusted by adding thereto the amount of Lease Rentals for such period.

"Effective Date" shall have the meaning provided in Section 10.16.

"Equipment" shall mean, respect to a Person, all things other than Inventory that are movable and which are used or bought for use primarily in such Person's business.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the date of this Agreement, and to any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

"ERISA Affiliate" shall mean any person (as defined in Section 3(9) of ERISA) which together with the Borrower or any of its Subsidiaries would be deemed to be a "single employer" within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"Event of Default" shall have the meaning provided in Section 8.

"Extension Request" shall mean the meaning provided in Section 2.12(a).

"Federal Funds Rate" shall mean, on any day, the rate per annum (rounded upward if necessary to the nearest one-hundredth of one percent) equal to the weighted average of the rate on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no

such rate is published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate quoted to the Agent on such day on such transactions as reasonably determined by the Agent. Each change in the interest rate on a Base Rate Loan which results from a change in the Federal Funds Rate shall become effective on the day on which the change in the Federal Funds Rate becomes effective.

"Financial Covenants" shall mean the covenants provided in Sections 7.8 to 7.12, inclusive.

"Financial Statements" shall have the meaning provided in Section 4.1(g).

"Fiscal Quarter" shall mean a fiscal quarter ended on the last day of March, June, September, or December.

"Fiscal Year" shall mean a fiscal year ended on December 31.

"Funded Debt" shall mean all Indebtedness of the Borrower (including, without limitation, subordinated indebtedness) which by its terms or by the terms of any instrument or agreement relating thereto matures, or which is otherwise payable or unpaid, one year or more from, or is directly or indirectly renewable or extendible at the option of the Borrower in respect thereof to a date one year or more (including, without limitation, an option of the Borrower under a revolving credit or similar agreement obligating the lender or lenders to extend credit over a period of one year or more) from, the date of the creation thereof, provided that Funded Debt shall include, as at any date of determination, Current Maturities of Funded Debt.

"GAAP" shall mean generally accepted accounting principles as in effect from time to time in the United States.

"Governmental Regulation" shall mean any (i) United States, state or foreign law, rule or regulation (including, without limitation, Regulation D); and (ii) interpretation, application, directive or request applying to a class of lenders, including any Bank, of or under any United States, state or foreign law, rule or regulation (whether or not having the force of law) by any court or by any governmental, central banking, monetary or taxing authority charged with the interpretation or administration of such law, rule or regulation.

"Indebtedness" shall mean, as to any Person, without duplication, (i) all indebtedness (including principal, interest, fees and charges) of such Person for borrowed money, (ii) the deferred purchase price of property or services (other than accrued expenses and current trade accounts payable incurred in the ordinary course of business) which in accordance with GAAP would be shown on the liability side of the balance sheet of such Person, (iii) the face amount of all letters of credit issued for the account of such Person and all drafts drawn thereunder, (iv) all obligations under conditional sale or other title retention agreements relating to property purchased by such Person, (v) all liabilities secured by any Lien on any property owned by such Person, whether or not such liabilities have been assumed by such Person, (vi) the aggregate amount required to be capitalized under leases under which such Person is the lessee,

(vii) all indebtedness, obligations or other liabilities of such Person in respect of interest rate and currency protection agreements (e.g., swaps, caps and collars), net of indebtedness, obligations or other liabilities owed to such Person by its counterparties in respect of such agreements (provided such net indebtedness, obligations and liabilities are greater than zero) and (viii) all Contingent Obligations of such Person in respect of any indebtedness, obligations or liabilities of any other Person of the type referred to in clauses (i) through (vii) of this definition. For purposes of calculating indebtedness, obligations and liabilities under interest rate and currency protection agreements, such calculation shall be made in accordance with market convention at the time of such calculation or, should an Event of Default have occurred and be continuing, in accordance with the definition of "Market Quotation" set forth in the Interest Rate and Currency Exchange Agreement of the International Swap Dealers Association, Inc. as in effect on the date hereof.

"Insurance Proceeds" shall have the meaning set forth in Section 3.3(b) (i).

"Interest Determination Date" shall mean with respect to any LIBOR Loan the second Business Day prior to the commencement of any Interest Period relating to such LIBOR Loan.

"Interest Expense" shall mean with respect to any period, the sum (without duplication) of the following (in each case, eliminating all items required to be eliminated in the course of the preparation of consolidated financial statements of the Borrower in accordance with GAAP): (i) all interest in respect of Indebtedness (including subordinated Indebtedness) of the Borrower (including imputed interest on Capital Leases) deducted in determining Net Income for such period, together with all interest capitalized or deferred during such period and not deducted in determining Net Income for such period, and (ii) all debt discount and expense amortized or required to be amortized in the determination of Net Income for such period.

"Interest Period" shall have the meaning provided in Section 2.9.

"Inventory" shall mean, with respect to a Person, all of such Person's goods, merchandise and other personal property which are held for sale or lease, including those held for display or demonstration or out on lease or consignment or to be furnished under a contract of service or are raw materials, work in process or materials used or consumed in such Person's business, and shall include all property rights, patents, plans, drawings, diagrams, schematics, assembly and display materials relating thereto.

"Lease Rentals" shall mean, with respect to any period, the sum of the rental and other obligations required to be paid during such period by the Borrower as lessee under all leases of real or personal property (other than Capital Leases), excluding any amount required to be paid by the Borrower (whether or not therein designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges, provided that, if at the date of determination, any such rental or other obligations (or portion thereof) are contingent or not otherwise definitely determinable by the terms of the

related lease, the amount of such obligations (or such portion thereof) (i) shall be assumed to be equal to the pro rated amount of such obligations for the period of 12 consecutive calendar months immediately preceding the date of determination or (ii) if the related lease was not in effect during such preceding 12-month period, shall be the amount estimated by a senior financial officer of the Borrower on a reasonable basis and in good faith.

"LIBOR" shall mean, with respect to each Interest Period, the rate equal to:

(i) the arithmetic mean (rounded upward if necessary to the nearest one-sixteenth of one percent) of the offered rates per annum for deposits in Dollars for a period equal to such Interest Period which appears at 11:00 a.m., London time, on the Reuters Screen LIBOR Page on the Interest Determination Date for such Interest Period, in each case if at least four such offered rates appear on such page; or

(ii) if clause (i) is inapplicable, the offered rate per annum for deposits in Dollars for a period equal to such Interest Period which appears at 11:00 a.m., London time, on the Telerate Monitor on Telerate Screen 3750 (or such other screen as may replace screen 3750 on the Telerate Monitor for the purpose of displaying the London interbank offered rates of major banks) on the Interest Determination Date for such Interest Period; or

(iii) if clauses (i) and (ii) are inapplicable, the arithmetic mean (rounded upward if necessary to the nearest one-sixteenth of one percent) of the interest rates per annum offered by at least three prime rate banks selected by the Agent at approximately 11:00 a.m., London time, on the Interest Determination Date for such Interest Period for deposits in Dollars to prime banks in the London interbank market, in each case for a period equal to such Interest Period in an amount equal to the amount for which LIBOR is being determined.

"LIBOR Lending Office" shall mean, with respect to each Bank, the office of such Bank specified as its "LIBOR Lending Office" opposite its name on Schedule 2 or such other office, Subsidiary or Affiliate of such Bank as such Bank may from time to time specify as such to the Borrower and the Agent.

"LIBOR Loan" shall mean any Loan designated or deemed designated as such by the Borrower at the time of the incurrence thereof or conversion thereto.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under the UCC or any other similar recording or notice statute, and any lease having substantially the same effect as any of the foregoing).

"Loan" and "Loans" shall have the meanings given thereto in Section 2.1.

"Loan Maturity Date" shall mean August 17, 2000.

"Margin Stock" shall have the meaning provided in Regulation U of the Board of Governors of the Federal Reserve System.

"Material Adverse Effect" shall mean an event or occurrence (i) the effect of which could reasonably be expected to have a material adverse effect on or change in the business, operations, property, assets, condition (financial or otherwise) or prospects of the Borrower, (ii) which adversely affects the ability of the Borrower to perform its material obligations under the Transaction Documents to which it is a party, (iii) which materially adversely affects the enforceability of any Transaction Document, (iv) which materially adversely affects the rights and remedies of the Agent, the Collateral Agent or any Bank under the Transaction Documents or (v) which materially adversely affects the Collateral.

"Net Income" shall mean, for any period, the amount set forth on the consolidated statement of operations of the Borrower for such period opposite the line item entitled "Net income (loss)."

"Net Proceeds of Capital Stock" shall mean, for any period, proceeds (net of all customary costs and out-of-pocket expenses in connection therewith, including, without limitation, customary placement, underwriting and brokerage fees and expenses) received by the Borrower during such period, from the sale of all Capital Stock.

"Net Proceeds of Debt Issuances" shall mean, for any period, proceeds (net of all customary costs and out-of-pocket expenses in connection therewith, including, without limitation, customary placement, underwriting and brokerage fees and expenses) received by the Borrower during such period from the issuance of Debt Securities.

"Net Worth" shall mean, at any time,

(a) the total assets of the Borrower which would be shown as assets on a consolidated balance sheet of the Borrower as of such time prepared in accordance with GAAP, minus

(b) the total liabilities of the Borrower which would be shown as liabilities on a consolidated balance sheet of the Borrower as of such time prepared in accordance with GAAP, minus

(c) the net book value of all assets, after deducting any reserves applicable thereto, which would be treated as intangible under GAAP, including, without limitation, goodwill, trademarks, trade names, service marks, brand names, copyrights, patents, unamortized debt discount and expense, and organizational expenses.

"Note" shall have the meaning provided in Section 2.5.

"Notice of Borrowing" shall have the meaning provided in Section 2.3.

2.6(c). "Notice of Continuation" shall have the meaning provided in Section

2.6(c). "Notice of Conversion" shall have the meaning provided in Section

"Notice Office" shall mean the office of the Agent located at 9920 South La Cienega Boulevard, 14th Floor, Inglewood, CA 90301, Attention: F. Glen Harvey, telecopier number (310) 417-5997, with a copy to Imperial Bank, 701 B Street, Suite 600, San Diego, CA 92101, Attention: Michael Berrier, telecopier number (619) 234-2234, or such other office or offices as the Agent may hereafter designate in writing as such to the other parties hereto.

"Objecting Bank" shall have the meaning provided in Section 2.12(a).

"Obligations" shall mean all amounts owing to the Agent, the Collateral Agent or any Bank pursuant to the terms of this Agreement or any other Transaction Document.

"Originator" shall have the meaning provided in Section 10.5(d).

"Participant" shall have the meaning provided in Section 10.5(d).

"Payment Account" shall mean such account as the Agent may hereafter from time to time designate in writing as such to the Borrower and the Banks.

"Payment Office" shall mean the office of the Agent located at 701 B Street, Suite 600, San Diego, CA 92101, or such other office as the Agent may hereafter designate in writing as such to the other parties hereto.

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA or any successor thereto.

5.12(a). "Permitted Indebtedness" shall have the meaning provided in Section

"Permitted Investments" shall mean:

(i) investments listed in Schedule 4;

(ii) (a) securities issued directly or unconditionally guaranteed or insured by the United States or any agency or instrumentality thereof (provided the full faith and credit of the United States is pledged in support thereof) having maturities within six months from the date of acquisition thereof; (b) commercial paper issued by any Person incorporated in the United States, which commercial paper is rated at least A-1 (or equivalent) by Standard & Poor's Ratings Service or at least P-1 (or equivalent) by Moody's Investors Service, Inc., in each case having maturities within six months from the date of acquisition thereof; and (c) time deposits and certificates of deposit of any commercial bank incorporated in the United States having

capital and surplus in excess of \$1,000,000,000 and having maturing no more than six months from the date of acquisition;

(iii) extensions of credit in the nature of Accounts arising from the sale or lease of goods or services in the ordinary course of the Borrower's or its Subsidiaries' business;

(iv) the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and

(v) investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of the Borrower's or its Subsidiaries' business.

"Permitted Liens" shall have the meaning provided in Section 7.1

"Person" shall mean any individual, partnership, limited liability company, joint venture, firm, corporation, association, trust or other enterprise or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" shall mean any multiemployer plan or single-employer plan as defined in Section 4001 of ERISA, which is maintained or contributed to by (or to which there is an obligation to contribute of), or at any time during the five calendar years preceding the date of this Agreement was maintained or contributed to by (or to which there was an obligation to contribute of), the Borrower, any Subsidiary thereof or any ERISA Affiliate.

"Prime Rate" shall mean the rate which Imperial Bank announces from time to time in Inglewood, California as its prime lending rate, the Prime Rate to change when and as such prime lending rate changes. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Imperial Bank may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

"Purchase Money Indebtedness" shall mean Indebtedness (i) incurred (or assumed) by the Borrower solely to acquire Equipment for use in the Borrower's business, (ii) the amount of which does not exceed the lesser of the cost or fair market value of the Equipment that is acquired with the proceeds of such Indebtedness and (iii) for which the lender thereof has recourse only to the Equipment that is acquired with the proceeds of such Indebtedness and the proceeds of such Equipment.

"Purchase Money Liens" shall mean Liens granted by the Borrower (i) securing Purchase Money Indebtedness, (ii) that encumber only the Equipment that is acquired with the proceeds of Purchase Money Indebtedness and the proceeds of such Equipment and (iii) that are created contemporaneously with the purchase of Equipment that is acquired with the proceeds of Purchase Money Indebtedness.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof establishing reserve requirements.

"Regulatory Change" means, with respect to any Bank, any change on or after the date of this Agreement in any Governmental Regulation, including, without limitation, the introduction of a new Governmental Regulation or the rescission of an existing Governmental Regulation.

"Replacement Notice" shall have the meaning provided in Section 3.3(b) (i).

"Reportable Event" shall mean an event described in Section 4043(b) of ERISA with respect to a Plan as to which the 30-day notice requirement has not been waived by the PBGC.

"Required Banks" shall mean, at any time, Banks holding more than 66-2/3% of the then aggregate unpaid principal amount of the Loans or, if no such principal amount is then outstanding, Banks holding more than 66-2/3% of the Total Commitment.

"Reserve Requirement Rate" shall mean, for any Interest Period, the aggregate of the rates, effective as of the Interest Determination Date for such Interest Period, at which:

(i) reserves (including any marginal, emergency, supplemental, special or other reserves) are required to be maintained during such Interest Period under Regulation D against "Eurocurrency liabilities" (as such term is used in Regulation D) by member banks of the Federal Reserve System; and

(ii) any additional reserves are required to be maintained by any Bank by reason of any Regulatory Change against (x) any category of liabilities which includes deposits by reference to which LIBOR is to be determined or (y) any category of any of credit or other assets which include LIBOR Loans.

"Reuters Screen LIBOR Page" shall mean the display designated as page LIBOR on the Reuters Monitor Money Rates Service or such other page as may replace the LIBOR page on that service for the purpose of displaying the London interbank Eurodollar offered rates of major banks.

"Sale Proceeds" shall have the meaning provided in Section 3.3(b) (i).

"Security" shall have the meaning set forth in section 2(1) of the Securities Act of 1933, as amended.

"Security Document" shall mean each agreement, instrument, certificate, financing statement or other document described in Schedule 3 hereto.

"Subordinated Debt" shall mean any Indebtedness of Borrower which is subordinated in form and substance acceptable to the Banks, to Indebtedness under this Agreement or the Notes.

"Subsidiary" shall mean, as to any Person, (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person and/or one or more Subsidiaries of such Person and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a 50% equity interest at the time.

"Superior Court" shall have the meaning provided in Section 10.9(b).

"Taxes" shall have the meaning provided in Section 3.6.

"Total Commitment" shall mean, at any time, the sum of the Commitments of each of the Banks.

"Transaction Documents" shall mean the Credit Documents.

"Type" shall mean any type of Loan determined with respect to the interest option applicable thereto, i.e., a Base Rate Loan or a LIBOR Loan.

"UCC" shall mean the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"Unfunded Current Liability" of any Plan means the amount, if any, by which the present value of the accrued benefits under the Plan as of the close of its most recent plan year, determined in accordance with Statement of Financial Accounting Standards No. 35, based upon the actuarial assumptions used by the Plan's actuary in the most recent annual valuation of the Plan, exceeds the fair market value of the assets allocable thereto, determined in accordance with Section 412 of the Code.

"United States" and "U.S." shall each mean the United States of America.

"Unutilized Commitment" shall mean, for any Bank, at any time, the Commitment of such Bank at such time less the aggregate principal amount of all Loans made by such Bank and then outstanding.

"Wholly Owned Subsidiary" shall mean a partnership, limited liability company, joint venture, firm, corporation, association, trust or other enterprise whose ownership and/or management and control is entirely held by another Person.

"Working Capital" shall mean, as to the Borrower as at any date, (i) the consolidated current assets of the Borrower and its Subsidiaries as of such date less the current portion of all consolidated liabilities owed to the

Borrower by any Affiliate less (ii) the consolidated current liabilities of the

Borrower and its Subsidiaries as of such date.

"Year 2000 Compliant" shall mean, with respect to any Person, that all software, hardware, firmware, equipment, goods or systems utilized by or material to the business operations or financial condition of such Person and its Subsidiaries, will properly perform date sensitive functions before, during and after the year 2000.

"Year 2000 Problem" shall mean the possibility that any computer applications or equipment used by the Borrower may be unable to recognize and properly perform date sensitive functions involving certain dates prior to and any dates on or after December 31, 1999.

1.2. Principles of Construction.

(a) All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified.

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(c) All accounting terms not specifically defined herein shall be construed in accordance with GAAP in effect from time to time; provided,

however, that all accounting terms used in the Financial Covenants (and all

defined terms used in the Financial Covenants) shall have the meaning given to such terms (and defined terms) under GAAP as in effect on the date hereof applied on a basis consistent with those used in preparing the audited financial statements delivered to the Agent pursuant to Sections 4.1(g) and 6.1(b). In the event of any change after the date hereof in GAAP, and if such change would result in the inability to determine compliance with the Financial Covenants based upon the Borrower's regularly prepared financial statements by reason of the preceding sentence, then the parties hereto agree to endeavor, in good faith, to agree upon an amendment to this Agreement that would adjust the Financial Covenants in a manner that would not affect the substance thereof, but would allow compliance therewith to be determined in accordance with the Borrower's financial statements at that time. It is understood that the agreement set forth in the preceding sentence is intended to permit amendments to facilitate the parties' ability to determine compliance with the Financial Covenants and the Banks have no obligation, express or implied, to agree to any amendment that would modify the obligations of the Borrower or adversely affect the rights of the Banks hereunder.

(d) References in the Transaction Documents to any of the "Borrower", the "Agent", the "Collateral Agent" or the "Banks" shall be construed so as to include their respective successors and permitted assigns.

(e) References in the Transaction Documents to a "law" shall be construed to mean any law, including common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statute, treaty or other legislative or regulatory measure, in each case of any jurisdiction.

(f) References in the Transaction Documents to a statute shall be construed as a reference to such statute as amended or reenacted from time to time.

(g) A time of day is, unless otherwise stated, a reference to Los Angeles time.

(h) Unless otherwise specified, any reference in the Transaction Documents to another agreement shall be construed as a reference to that other agreement as the same may have been, or may from time to time be, amended or supplemented.

(i) The headings of the several sections and subsections of the Transaction Documents are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of any Transaction Document.

(j) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including", the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including".

(k) Unless otherwise expressly provided, any reference to any action of the Agent, the Collateral Agent or any Bank by way of consent, approval or waiver shall be deemed modified by the phrase "in its/their reasonable discretion".

(l) This Agreement and the other Transaction Documents are the result of negotiations among and have been reviewed by counsel to the Agent, the Collateral Agent, the Banks and the Borrower, and are the products of all parties. Accordingly, they shall not be construed against the Banks or the Agent merely because of the Agent's or the Bank's involvement in their preparation.

(m) All words importing any gender shall be deemed to include the other genders.

(n) If the President of the Borrower delivers a written notice designating one or more persons to serve as Authorized Representatives, such designation shall become effective, and such persons shall be treated as Authorized Representatives under the Transaction Documents, at the commencement of business on the fifth Business Day following the day on which such notice is received by the Agent. The Agent, the Collateral Agent and the Banks shall be entitled to rely, without investigation, on any action taken under the Transaction Documents by a person who, at the time such action is taken, is an Authorized Representative.

SECTION 2. AMOUNT AND TERMS OF CREDIT.

2.1. The Revolving Credit Advances. Subject to and upon the terms

and conditions set forth herein, each Bank severally agrees, at any time and from time to time prior to the Loan Maturity Date and the Commitment Expiration Date for such Bank, to make revolving credit advances (any such revolving credit advances made by any Bank a "Loan" and Loans made by any Bank or by all the Banks, as the context requires, the "Loans") to the Borrower, which Loans (a)

shall, at the option of the Borrower, be Base Rate Loans or LIBOR Loans, provided that, except as otherwise specifically provided in Section 2.10(b), all Loans comprising the same Borrowing shall at all times be of the same Type and (b) may be prepaid and reborrowed in accordance with the provisions hereof; provided, however, that the aggregate principal amount of Loans outstanding (i)

from any Bank shall at no time exceed the Commitment of such Bank at such time and (ii) from all Banks shall at no time exceed the Total Commitment. More than one Borrowing may occur on the same date.

2.2. Minimum Amount of Each Borrowing. The aggregate principal

amount of each Borrowing of Base Rate Loans hereunder shall be not less than \$100,000 and integral multiples of \$50,000 in excess thereof. The aggregate principal amount of each Borrowing of LIBOR Loans hereunder shall be not less than \$1,000,000 and integral multiples of \$100,000 in excess thereof.

2.3. Notice of Borrowing. Whenever the Borrower desires to make a

Borrowing of Loans hereunder, it shall give the Agent at its Notice Office prior written notice by no later than 9:00 a.m., (a) in the case of a Base Rate Loan, on the date such Loan is to be made and (b) in the case of a LIBOR Loan, on the third Business Day prior to the date such Loan is to be made. Each notice requesting a Borrowing (each a "Notice of Borrowing") shall be signed by an

Authorized Representative and shall be in the form of Exhibit A, appropriately completed to specify the aggregate principal amount of the Loans to be made pursuant to such Borrowing, the date of such Borrowing (which shall be a Business Day), whether the Loans being made pursuant to such Borrowing are to be maintained initially as Base Rate Loans or LIBOR Loans and, if LIBOR Loans, the initial Interest Period to be applicable thereto. A Notice of Borrowing shall be deemed to have been given on a certain day only if given before 9:00 a.m. on such day. The Agent shall promptly give each Bank notice of such proposed Borrowing, of such Bank's proportionate share thereof and of the other matters required to be specified in the Notice of Borrowing.

2.4. Disbursement of Funds. No later than 1:00 p.m. on the date

specified in each Notice of Borrowing, each Bank will make available, through such Bank's Applicable Lending Office, its pro rata portion of such Borrowing

requested to be made on such date in Dollars and in immediately available funds at the Payment Account of the Agent, and the Agent will make available to the Borrower at its Payment Office the aggregate of the amounts so made available by the Banks. Unless the Agent has been notified by any Bank on or prior to a date of Borrowing that such Bank does not intend to make available to the Agent such Bank's portion of any Borrowing to be made on such date, the Agent may assume that such Bank has made such

amount available to the Agent on such date of Borrowing and the Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Agent by such Bank the Agent shall be entitled to recover such corresponding amount from such Bank on demand. If such Bank does not pay such corresponding amount forthwith upon the Agent's demand therefor, the Agent shall promptly notify the Borrower and the Borrower shall immediately pay such corresponding amount to the Agent. The Agent shall also be entitled to recover on demand from such Bank or the Borrower, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available to the Borrower until the date such corresponding amount is recovered by the Agent, at a rate per annum equal to, (a) if recovered from such Bank, the cost to the Agent of acquiring overnight Federal funds and (b) if recovered from the Borrower, the then applicable rate for Base Rate Loans or LIBOR Loans, as the case may be. Nothing in this Section 2.4 shall be deemed to relieve any Bank from its obligation to make Loans hereunder or to prejudice any rights which the Borrower may have against any Bank as a result of any failure by such Bank to make Loans hereunder.

2.5. Notes. The Borrower's obligation to pay the principal of, and

interest on, all the Loans made by each Bank shall be evidenced by a promissory note duly executed and delivered to such Bank by the Borrower substantially in the form of Exhibit B with blanks appropriately completed in conformity herewith (each a "Note" and, collectively, the "Notes"). The Note issued to each Bank

shall (a) be payable to the order of such Bank and be dated the Closing Date, (b) be in a stated principal amount equal to the Commitment of such Bank and be payable in the principal amount of the Loans evidenced thereby, (c) mature, with respect to each Loan evidenced thereby and subject to Section 2.12(b), on the Loan Maturity Date, (d) bear interest as provided in the appropriate clause of Section 2.8 in respect of the Base Rate Loans and LIBOR Loans, as the case may be, evidenced thereby and (e) be entitled to the benefits of the Transaction Documents. Each Bank will note on its internal records the amount of each Loan made by it and each payment in respect thereof and will, prior to any transfer of any of its Note, endorse on the reverse side thereof the outstanding principal amount of the Loans evidenced thereby. Failure to make any such notation shall not affect the Borrower's obligations in respect of such Loans.

2.6. Conversions and Continuations.

(a) The Borrower shall have the option to convert on any Business Day all or a portion of the outstanding principal amount of the Loans made pursuant to one or more Borrowings of one or more Types of Loan into a Borrowing of another Type of Loan, provided that (i) except as otherwise provided in Section

2.10(b), LIBOR Loans may be converted into Base Rate Loans only on the last day of the Interest Period applicable to the LIBOR Loans being converted and no such partial conversion of LIBOR Loans shall reduce the outstanding principal amount of LIBOR Loans made pursuant to a single Borrowing to less than \$1,000,000, (ii) Base Rate Loans may only be converted into LIBOR Loans if no Default or Event of Default is in existence on the date of the conversion, (iii) Base Rate Loans may only be converted into LIBOR Loans in a minimum amount of \$1,000,000 and integral multiples of \$100,000 in excess thereof

and (iv) no conversion pursuant to this Section 2.6 shall result in a greater number of Borrowings than is permitted under Section 2.1.

(b) The Borrower shall have the option to continue all or a portion (which portion shall not be less than the minimum aggregate principal amount or integral multiple in excess thereof specified in Section 2.2) of the outstanding principal amount of LIBOR Loans made pursuant to one or more Borrowings as LIBOR Loans after the last day of the then current Interest Period, provided that no Default or Event of Default exists on the date of continuation.

(c) Each such conversion shall be effected by the Borrower by giving the Agent at its Notice Office prior to 9:00 a.m. at least three Business Days' prior notice in the form of Exhibit C (each a "Notice of Conversion") signed by

an Authorized Representative specifying the Loans to be so converted and, if Base Rate Loans are to be converted into LIBOR Loans, the initial Interest Period to be applicable thereto. Each such continuation shall be effected by the Borrower by giving the Agent at its Notice Office prior to 9:00 a.m. at least three Business Days' prior notice in the form of Exhibit D (each a "Notice of Continuation") signed by an Authorized Representative specifying the LIBOR Loans (or portions) to be so continued and the subsequent Interest Period applicable thereto. The Agent shall promptly give each Bank notice of any such proposed conversion or continuation affecting any of its Loans.

2.7. Pro Rata Borrowings. All Borrowings of Loans under this Agreement shall be incurred from the Banks pro rata on the basis of their

Commitments. It is understood that no Bank shall be responsible for any default by any other Bank of its obligation to make Loans hereunder and that each Bank shall be obligated to make the Loans provided to be made by it hereunder regardless of the failure of any other Bank to make its Loans hereunder.

2.8. Interest.

(a) Subject to Section 2.8(c), the Borrower agrees to pay interest in respect of the unpaid principal amount of each Base Rate Loan from the date the proceeds thereof are made available to the Borrower until the maturity thereof (whether by acceleration or otherwise) at a rate per annum which shall be the Base Rate in effect from time to time.

(b) Subject to Section 2.8(c), the Borrower agrees to pay interest in respect of the unpaid principal amount of each LIBOR Loan from the date the proceeds thereof are made available to the Borrower until the maturity thereof (whether by acceleration or otherwise) at a rate per annum which shall, during each Interest Period applicable thereto, be the sum of the Adjusted LIBOR for such Interest Period and 2.25 % (225 basis points).

(c) Overdue principal and, to the extent permitted by law, overdue interest in respect of each Loan and any other overdue amount payable by the Borrower hereunder and shall bear interest at a rate per annum equal to 5% per annum in excess of the Base Rate in effect from time to time. During the continuance of an Event of Default (other than an Event of Default arising from the failure of the Borrower to pay the principal of, or interest on, any Loan or any other amount when due), each Loan and other amount payable by the Borrower hereunder shall

bear interest at a rate per annum equal to 5% per annum in excess of the interest rate in effect therefor immediately prior to the occurrence of such Event of Default.

(d) Accrued (and theretofore unpaid) interest shall be payable (i) in respect of each Base Rate Loan, monthly in arrears on the last Business Day of each calendar month, (ii) in respect of each LIBOR Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of one month, on each date occurring at one-month intervals after the first day of such Interest Period and (iii) in respect of each Loan, on any prepayment (on the amount prepaid), on any scheduled payment, at maturity (whether by acceleration or otherwise) and, after such maturity, on demand.

(e) On each Interest Determination Date, the Agent shall determine the interest rate for the LIBOR Loans for which such determination is being made and shall promptly notify the Borrower and the Banks thereof. Each such determination shall, absent manifest error, be final and conclusive and binding on all parties hereto.

2.9. Interest Periods. At the time it gives any Notice of Borrowing,

Notice of Conversion or Notice of Continuation in respect of the making of, or conversion into, or continuation of any LIBOR Loan (in the case of the initial Interest Period applicable thereto), the Borrower shall have the right to elect, by giving the Agent notice thereof, the interest period (each an "Interest

Period") applicable to such LIBOR Loan, which Interest Period shall, at the

option of the Borrower, in the case of a LIBOR Loan, be a one, two, three or six month period, provided that: (a) all LIBOR Loans comprising a Borrowing shall at all times have the same Interest Period except as otherwise required by Section 2.10(b); (b) the initial Interest Period for any LIBOR Loan shall commence on the date of Borrowing of such Loan (including the date of any conversion thereof into a Loan of a different Type) and each Interest Period occurring thereafter in respect of such Loan shall commence on the day on which the next preceding Interest Period applicable thereto expires; (c) if any Interest Period relating to a LIBOR Loan begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of such calendar month; (d) if any Interest Period would otherwise expire on a day which is not a Business Day, such Interest Period shall expire on the next succeeding Business Day, provided that if any Interest Period would otherwise expire on a day which is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day; and (e) no Interest Period shall extend beyond the Loan Maturity Date or, in the case of Loans subject to payment in accordance with Section 2.12(b), the Commitment Expiration Date. If upon the expiration of any Interest Period applicable to a LIBOR Loan, the Borrower has failed to deliver to the Agent a Notice of Continuation in accordance with Section 2.6(c) for such LIBOR Loan, the Borrower shall be deemed to have elected to convert such Loan into a Base Rate Loan effective as of the expiration date of such current Interest Period.

2.10. Increased Costs, Illegality, etc.

(a) In the event that any Bank shall have determined (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto but, with respect to clause (i) below, may be made only by the Agent):

(i) on any Interest Determination Date that, by reason of any changes arising after the date of this Agreement affecting the interbank Eurodollar market, adequate and fair means do not exist for ascertaining the applicable interest rate on any basis provided for in the definition of LIBOR; or

(ii) at any time, that such Bank shall incur increased costs or reductions in the amounts received or receivable hereunder with respect to any LIBOR Loan because of (A) the occurrence or existence of any Regulatory Change and/or (B) other circumstances affecting such Bank or the interbank Eurodollar market or the position of such Bank in such market; or

(iii) at any time, that the making or continuance of any LIBOR Loan has been made (A) unlawful by any law or governmental rule, regulation or order, (B) impossible by compliance by such Bank with any governmental request (whether or not having force of law) or (C) impracticable as a result of a contingency occurring after the date of this Agreement which materially and adversely affects the interbank Eurodollar market;

then, and in any such event, such Bank (or, in the case of clause (i) above, the Agent) shall promptly give notice (by telephone confirmed in writing) to the Borrower and, except in the case of clause (i) above, to the Agent of such determination (which notice the Agent shall promptly transmit to each of the other Banks). Thereafter (x) in the case of clause (i) above, LIBOR Loans shall no longer be available until such time as the Agent notifies the Borrower and the Banks that the circumstances giving rise to such notice by the Agent no longer exist, and any Notice of Borrowing or Notice of Conversion or Notice of Continuation given by the Borrower with respect to LIBOR Loans which have not yet been incurred (including by way of conversion or continuation) shall be deemed rescinded by the Borrower, (y) in the case of clause (ii) above, the Borrower shall pay to such Bank, upon written demand therefor, such additional amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Bank in its sole discretion shall determine) as shall be required to compensate such Bank for such increased costs or reductions in amounts received or receivable hereunder (a written notice as to the additional amounts owed to such Bank, showing the basis for the calculation thereof, submitted to the Borrower by such Bank shall, absent manifest error, be final and conclusive and binding on all the parties hereto) and (z) in the case of clause (iii) above, take one of the actions specified in Section 2.10(b) as promptly as possible and, in any event, within the time period required by law.

(b) At any time that any LIBOR Loan is affected by the circumstances described in Section 2.10(a)(ii), the Borrower may, and at any time that any LIBOR Loan is affected by the circumstances described in Section 2.10(a)(iii), the Borrower shall, either (i) if the

affected LIBOR Loan is then being made initially or pursuant to a conversion, cancel said Borrowing or conversion by giving the Agent notice by telephone (confirmed in writing) of the cancellation on the same date that the Borrower was notified by the Bank or the Agent pursuant to Section 2.10(a)(ii) or (iii) or (ii) if the affected LIBOR Loan is then outstanding, upon at least three Business Days' written notice to the Agent, require the affected Bank to convert such LIBOR Loan into a Base Rate Loan or Loans, provided that, if more than one Bank is affected at any time, then all affected Banks must be treated the same pursuant to this Section 2.10(b).

(c) If any Bank determines at any time that any Regulatory Change will have the effect of increasing the amount of capital required or expected to be maintained by such Bank based on the existence of such Bank's Commitment Obligation hereunder or its obligations hereunder, then the Borrower shall pay to such Bank, upon its written demand therefor, such additional amounts as shall be required to compensate such Bank for the increased cost to such Bank as a result of such increase of capital. In determining such additional amounts, each Bank will act reasonably and in good faith and will use averaging and attribution methods which are reasonable, provided that such Bank's determination of compensation owing under this Section 2.10(c) shall, absent manifest error, be final and conclusive and binding on all the parties hereto. Each Bank, upon determining that any additional amounts will be payable pursuant to this Section 2.10(c), will give prompt written notice thereof to the Borrower, which notice shall show the basis for calculation of such additional amounts, although the failure to give any such notice shall not release or diminish any of the Borrower's obligations to pay additional amounts pursuant to this Section 2.10(c).

2.11. Compensation. The Borrower shall compensate each Bank, upon

its written request (which request shall set forth the basis for requesting such compensation and shall, absent manifest error, be final and conclusive and binding on all the parties hereto), for all reasonable losses, expenses and liabilities (including, without limitation, any loss, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Bank to fund its LIBOR Loans) which such Bank may sustain: (a) if for any reason (other than a default by such Bank or the Agent) a Borrowing of, or conversion from or into, or continuation of, LIBOR Loans does not occur on a date specified therefor in a Notice of Borrowing or Notice of Conversion or Notice of Continuation (whether or not withdrawn by the Borrower or deemed rescinded pursuant to Section 2.10(a)); (b) if any repayment (including any prepayment made pursuant to Sections 3.2 or 3.3) or conversion of any of its LIBOR Loans occurs on a date which is not the last day of an Interest Period with respect thereto; (c) if any prepayment of LIBOR Loans is not made on any date specified in a notice of prepayment given by the Borrower; or (d) as a consequence of (i) any other default by the Borrower to repay its Loans when required by the terms of this Agreement or the Note of such Bank or (ii) any action taken pursuant to Section 2.10(b).

2.12. Extension of Loan Maturity Date.

(a) Not less than 60 days and not more than 90 days prior to the Loan Maturity Date then in effect, provided that no Event of Default shall have

occurred and be

continuing, the Borrower may request an extension of such Loan Maturity Date by submitting to the Agent an extension request in the form of Exhibit E (an "Extension Request"), which the Agent shall promptly furnish to each Bank. Each

Bank shall, no later than the 30th day after the Agent received from the Borrower the applicable Extension Request, notify the Borrower and the Agent of its election to extend or not extend the Loan Maturity Date as requested in such Extension Request. If the Required Banks shall approve in writing the extension of the Loan Maturity Date requested in such Extension Request and the Borrower pays a commitment fee as agreed upon by the Agent, the Banks and the Borrower and the fees required under the Agent fee letter agreement described in Section 3.1(b) as may be agreed upon at that time, then the Loan Maturity Date shall, on the Loan Maturity Date, automatically and without any further action by any Person, be extended for the period specified in such Extension Request; provided

that (i) each extension pursuant to this Section 2.12 shall be for a maximum of 364 days and (ii) the Commitment Obligation of any Bank that does not consent in writing within 30 days after the Agent received the applicable Extension Request (an "Objecting Bank") shall, unless earlier terminated in accordance with this

Agreement, expire on the Loan Maturity Date in effect on the date of such Extension Request (such Loan Maturity Date referred to as the "Commitment Expiration Date" with respect to such Objecting Bank). If the Required Lenders

shall not approve in writing the extension of the Loan Maturity Date requested in an Extension Request within 30 days of the date the Agent received such Extension Request, the Loan Maturity Date shall not be extended pursuant to such Extension Request. The Agent shall promptly notify (y) the Banks and the Borrower of any extension of the Loan Maturity Date pursuant to this Section 2.12 and (z) the Borrower and the Banks of any Bank which becomes an Objecting Bank.

(b) The Commitment Obligation of an Objecting Bank shall terminate on, and all Loans owing to such Objecting Bank on the Commitment Expiration Date for such Bank shall be repaid in full on or before, the Commitment Expiration Date for such Bank.

(c) Notwithstanding the foregoing, if any Bank becomes an Objecting Bank, the Borrower may, at its own expense and in its sole discretion and prior to the Commitment Expiration Date for such Bank, require such Bank to transfer or assign, in whole or in part, without recourse (in accordance with Section 10.5), all or part of its interests, rights and obligations under this Agreement to an Assignee (provided that the Borrower, with the full cooperation of such Bank, can identify a potential assignee that is ready, willing and able to be an Assignee with respect thereto) which shall assume such assigned obligations (which assignee may be another Bank, if such assignee Bank accepts such assignment); provided that (i) the assignee or the Borrower, as the case may be, shall have paid to such Objecting Bank in immediately available funds the principal of and interest accrued to the date of such payment on the Loans made by it hereunder and all other amounts owed to it hereunder, including, without limitation, any amounts owing pursuant to Section 2.11 and any amounts that would be owing under said Section if such Loans were prepaid on the date of such assignment, (ii) such assignment does not conflict with any law, rule, regulation or order of any governmental authority, and (iii) the Agent consents to such transfer, which consent will not unreasonably be withheld. Any Assignee which becomes a Bank as a result of such an assignment made pursuant

to this Section 2.12(c) shall be deemed to have consented to the applicable Extension Request and, therefore, shall not be an Objecting Bank.

SECTION 3. FEES AND PAYMENTS.

3.1. Fees.

(a) The Borrower agrees to pay to the Agent for distribution to each Bank a commitment fee (a "Commitment Fee") for the period from the Effective

Date until the Loan Maturity Date (or such earlier date as the Total Commitment shall have been terminated) computed at a rate equal to 0.25% per annum on the daily average Unutilized Commitment of such Bank. Accrued Commitment Fee shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December of each year and on the Loan Maturity Date or upon such earlier date as the Commitment Obligation for such Bank has been terminated.

(b) The Borrower shall pay to the Agent, for its own account, such fees as may be agreed to from time to time in a separate letter agreement between the Borrower and the Agent.

3.2. Voluntary Prepayments. The Borrower shall have the right to

prepay the Loans, without premium or penalty, in whole or in part from time to time on the following terms and conditions: (a) the Borrower shall give the Agent at its Notice Office at least three Business Days' prior notice of its intent to prepay the Loans, the amount of such prepayment and the Types of Loans to be prepaid and, in the case of LIBOR Loans, the specific Borrowing or Borrowings pursuant to which made, which notice the Agent shall promptly transmit to each Bank; (b) each prepayment shall be in an aggregate principal amount of at least \$500,000, provided that no partial prepayment of LIBOR Loans made pursuant to any Borrowing shall reduce the outstanding Loans made pursuant to such Borrowing to an amount less than \$1,000,000; (c) prepayments of LIBOR Loans made pursuant to this Section 3.2 may only be made on the last day of an Interest Period applicable thereto; and (d) each prepayment in respect of any Loans made pursuant to a Borrowing shall be applied pro rata among such Loans.
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3.3. Mandatory Prepayments and Reduction of Commitments.

(a) On any day on which the aggregate outstanding principal amount of the Loans exceeds the Total Commitment as then in effect, the Borrower shall immediately prepay principal of the Loans in an amount equal to such excess.

(b) In the event the Borrower:

(i) sells or otherwise disposes of any of its assets other than in the ordinary course of business (an "Asset Disposition") or receives insurance

proceeds as a result of the loss of, or damage to, any of its assets ("Insurance

Proceeds") and, in either case, the result of which is that Borrower is no

longer in compliance with the covenants contained herein and Borrower

does not deliver to the Agent within five Business Days thereof written notice (a "Replacement Notice") signed by an Authorized Representative of its intent to

use a specified portion (which may be 100%) of the proceeds of such Asset Disposition ("Sale Proceeds") or Insurance Proceeds to purchase or otherwise

acquire replacement assets or repair assets within (A) 60 days in the case of personal property or (B) 180 days in the case of real property;

(ii) delivers to the Agent a Replacement Notice but does not purchase or otherwise acquire replacement assets or repair assets within 60 days or 180 days, as the case may be, of its receipt of Sale Proceeds or Insurance Proceeds;

(iii) delivers to the Agent a Replacement Notice but does not use all of the amount specified therein to purchase or otherwise acquire replacement assets or repair assets within said 30-day period or 180-day period, as the case may be;

(iv) receives Net Proceeds of Debt Issuance;

then,

(i) in the case of clauses (b) (i) and (b) (ii) the Total Commitment will be reduced (with the Commitment for each Bank reduced on a pro rata basis) by an amount equal to 75% of the (x) Sale Proceeds (net of the reasonable costs of such disposition and the marginal increase in taxes, if any, which may result to the Borrower as a result of the Asset Disposition which gave rise to such Sale Proceeds), (y) the Insurance Proceeds (net of the reasonable costs of the Borrower in collecting such Insurance Proceeds) or (z) the Net Proceeds of Capital Stock, as the case may be;

(ii) in the case of clause (b) (iii), the Total Commitment will be reduced (with the Commitment for each Bank reduced on a pro rata basis) by an amount equal to 75% of the unused Sale Proceeds (net of a pro rata portion (based on unused Sale Proceeds over total Sale Proceeds) of the reasonable costs of such Asset Disposition and a pro rata portion (based on unused Sale Proceeds over total Sale Proceeds) of the marginal increase in taxes, if any, which may result to the Borrower as a result of the Asset Disposition which gave rise to such Sale Proceeds) or 75% of the unused Insurance Proceeds (net of a pro rata portion (based on unused Insurance Proceeds over total Insurance Proceeds) of the reasonable costs of collecting such Insurance Proceeds); and

(iii) in the case of clause (b) (iv), the Total Commitment will be reduced (with the Commitment for each Bank reduced on a pro rata basis) by an amount equal to 100% of the Net Proceeds of Debt Issuance.

(c) With respect to each prepayment of Loans required by Section 3.3(a), the Borrower may designate the Types of Loans which are to be prepaid and, in the case of LIBOR Loans, the specific Borrowing or Borrowings pursuant to which such LIBOR Loans were made, provided that: (i) if any prepayment of LIBOR Loans made pursuant to a single Borrowing shall reduce the outstanding Loans made pursuant to such Borrowing to an amount less than

\$1,000,000, such outstanding Loans shall immediately be converted into Base Rate Loans; and (ii) each prepayment of any Loans made pursuant to a Borrowing shall be applied pro rata among such Loans. In the absence of a designation by the

Borrower as described in the preceding sentence, the Agent shall, subject to the above, make such designation in its sole discretion.

3.4. Principal Repayment. The outstanding principal balance of all

Loans shall be paid on the Loan Maturity Date, provided that any Loans made by an Objecting Bank still outstanding on the Commitment Expiration Date for such Objecting Bank shall be repaid on such Commitment Expiration Date.

3.5. Method and Place of Payment. Except as otherwise specifically

provided herein, all payments under this Agreement or any Note shall be made to the Agent for the account of the Bank or Banks entitled thereto not later than 12:00 noon on the date when due and shall be made in Dollars in immediately available funds at the Payment Account of the Agent. Whenever any payment to be made hereunder or under any Note shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension.

3.6. Net Payments. All payments made by the Borrower hereunder or

under any Note will be made without setoff, counterclaim or other defense. All such payments will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein (but excluding, except as provided below, any tax imposed on or measured by the net income of a Bank pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the principal office or Applicable Lending Office of such Bank is located) and all interest, penalties or similar liabilities with respect thereto (collectively, "Taxes"). The Borrower shall also reimburse each Bank, upon the written request

of such Bank, for taxes imposed on or measured by the net income of such Bank pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the principal office or Applicable Lending Office of such Bank is located as such Bank shall determine are payable by such Bank in respect of amounts paid to or on behalf of such Bank pursuant to the preceding sentence (collectively, "Additional Taxes"). If any Taxes or

Additional Taxes are so levied or imposed, the Borrower agrees to pay the full amount of such Taxes and Additional Taxes as may be necessary so that every payment of all amounts due hereunder or under any Note, after withholding or deduction for or on account of any Taxes and Additional Taxes, will not be less than the amount provided for herein or in such Note. The Borrower will furnish to the Agent within 45 days after the date the payment of any Taxes or Additional Taxes is due pursuant to applicable law certified copies of tax receipts evidencing such payment by the Borrower. The Borrower will indemnify and hold harmless each Bank, and reimburse such Bank upon its written request, for the amount of any Taxes and/or Additional Taxes so levied or imposed and paid by such Bank.

SECTION 4. CONDITIONS PRECEDENT.

4.1. Initial Credit Event. The obligation of each Bank to make its

initial Loan is subject to the satisfaction of the conditions set forth in Section 4.2 and to the satisfaction of the following conditions:

(a) There shall have been delivered to the Agent for the account of each Bank a Note executed by the Borrower in the amount, maturity and as otherwise provided herein;

(b) The Agent shall have received a certificate, dated the Closing Date, signed by the President or any Vice President of the Borrower and attested to by the Secretary or any Assistant Secretary of the Borrower in the form of Exhibit F with appropriate insertions, together with copies of the Articles or Certificate of Incorporation and Bylaws of the Borrower and the resolutions of the Borrower referred to in such certificate;

(c) All corporate and legal proceedings and all instruments and agreements in connection with the transactions contemplated in this Agreement and the other Transaction Documents shall be satisfactory in form and substance to the Banks, and the Agent shall have received all information and copies of all documents and papers, including records of corporate proceedings and governmental approvals, if any, which any Bank reasonably may have requested in connection therewith, such documents and papers where appropriate to be certified by proper corporate or governmental authorities;

(d) Proper financing statements (Form UCC-1) shall have been delivered by the Borrower to be filed under the UCC of each jurisdiction as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Security Documents;

(e) The Banks shall be satisfied that, after giving effect to the making of the initial Loans and the application of the proceeds thereof by (or on behalf of) the Borrower, the Borrower shall have outstanding no Indebtedness other than the Loans and Permitted Indebtedness;

(f) Each Bank shall have received: (i) a copy of the consolidated and consolidating balance sheets of the Borrower and its Consolidated Subsidiaries, if any, at December 31, 1998, and copies of the related consolidated and consolidating statements of operations and stockholders' equity and related consolidated statement of cash flows of the Borrower and, in the case of the statement of operations and stockholders' equity, its Consolidated Subsidiaries, if any, for the Fiscal Year then ended (together with the financial notes thereto, the "Financial Statements"), together, in the case of the consolidated financial statements, with an unqualified certification by an independent certified public accountant acceptable to the Agent, and (ii) a copy of the consolidated balance sheets of the Borrower and its Consolidated Subsidiaries, if any, at March 31, 1999, and copies of the related consolidated statements of operations and stockholders' equity and related consolidated statement of cash

flows of the Borrower and, in the case of the statement of operations and stockholders' equity, its Consolidated Subsidiaries, if any, for the three month period then ended;

(g) The Agent shall have received from legal counsel to the Borrower a legal opinion addressed to the Agent, the Collateral Agent and each Bank in form and substance satisfactory to the Required Lenders;

(h) The Agent shall have received from the Borrower an executed counterpart to the Agent's form automatic debit authorization; and

(i) The Borrower shall have paid to the Agent all fees due on the Effective Date in accordance with Sections 3.1(a) and (b) and in accordance with the letter agreement referenced in Section 3.1(c) and all costs and expenses owing to the Agent and the Banks, and the Agent's counsel through the Closing Date.

All the Notes, certificates and other documents and papers referred to in this Section 4.1, unless otherwise specified, shall be delivered to the Agent and the Collateral Agent at the Agent's Notice Office for the account of each of the Banks and, except for the Notes, in sufficient counterparts for each of the Banks and shall be satisfactory in form and substance to the Banks.

4.2. All Credit Events. The obligation of each Bank to make any Loan

(including the initial Loans) is subject, at the time of each Credit Event (except as hereinafter indicated), to the satisfaction of the following conditions:

(a) At the time of each Credit Event and also after giving effect thereto (i) there shall exist no Default or Event of Default and (ii) all representations and warranties contained herein and in the other Transaction Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Credit Event (except to the extent that a representation and warranty speaks specifically of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date); and

(b) Prior to each Credit Event, the Agent shall have received a Notice of Borrowing with respect thereto meeting the requirements of Section 2.3.

The acceptance of the benefits of each Credit Event shall constitute a representation and warranty by the Borrower to the Agent and each of the Banks that all the conditions specified in Section 4.2 exist as of that time.

SECTION 5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS.

In order to induce the Banks to enter into this Agreement and to make the Loans, the Borrower makes the following representations, warranties and agreements as of the Effective Date and the Closing Date, which shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans:

5.1. Status. The Borrower (a) is a duly organized and validly

existing corporation in good standing under the laws of the jurisdiction of its incorporation, (b) has the power and authority to own its property and assets and to transact the business in which it is engaged and (c) is duly qualified as a foreign corporation and in good standing in each jurisdiction where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

5.2. Corporate Power; Execution and Delivery; Enforceability. The

Borrower has the corporate power to execute, deliver and perform the terms and provisions of each of the Transaction Documents and has taken all necessary corporate action to authorize the execution, delivery and performance by it of each of such Transaction Documents. The Borrower has duly executed and delivered each of the Transaction Documents, and each of such Transaction Documents constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

5.3. No Violation. Neither the execution, delivery or performance by

the Borrower of the Transaction Documents nor compliance by it with the terms and provisions thereof, nor the use of the proceeds of the Loans, (a) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality, (b) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (except pursuant to the Security Documents) upon any of the property or assets of the Borrower pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other material agreement, contract or instrument to which the Borrower is a party or by which it or any of its property or assets is bound or to which it may be subject or (c) will violate any provision of the articles of incorporation or bylaws of the Borrower.

5.4. Approvals. To the best of Borrower's knowledge, no order,

consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the Effective Date), or exemption by, any governmental or public body or authority, or any subdivision thereof, or any other Person is required to authorize, or is required in connection with, (a) the execution, delivery and performance of any Transaction Document or (b) the legality, validity, binding effect or enforceability of any such Transaction Document.

5.5. Financial Statements; Financial Condition; Undisclosed

Liabilities; etc.

(a) The Financial Statements, the consolidated balance sheet of the Borrower at March 31, 1999, and the related consolidated statements of operations and stockholders' equity and related statement of cash flows of the Borrower for the three-month period, as the case may be, ended on such date and heretofore furnished to the Banks present fairly (i) the consolidated financial condition of the Borrower and its Consolidated Subsidiaries, if any, at March 31, 1999 and the consolidated results of the operations of the Borrower and its

Consolidated Subsidiaries, if any, for the Fiscal Year ended December 31, 1998, (ii) the financial condition of each Consolidated Subsidiary, if any, of the Borrower at December 31, 1998 and the results of the operations of each Consolidated Subsidiary, if any, of the Borrower for the Fiscal Year ended December 31, 1998, in each case determined on a non-consolidated basis, and (iii) the financial condition of the Borrower and its Subsidiaries, if any, at March 31, 1999 and the results of the operations of the Borrower and its Consolidated Subsidiaries, if any, for the three-month period ended March 31, 1999. All such financial statements have been prepared in accordance with GAAP except, in the case of the financial statements for the three-month period ended on March 31, 1999, for (x) normal year-end audit adjustments and (y) the failure to use consolidation principles.

(b) Since March 31, 1999, there has been no Material Adverse Effect upon the business, operations, property, assets or condition (financial or otherwise) of the Borrower.

(c) Except as fully reflected in the financial statements described in Section 5.5(a), there are no liabilities or obligations with respect to the Borrower of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether or not due) which, either individually or in aggregate, would be material to the Borrower. The Borrower does not know of any basis for the assertion against the Borrower of any liability or obligation of any nature whatsoever that is not fully reflected in such financial statements which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.6. Litigation. There are no actions, suits or proceedings pending

or, to the best knowledge of the Borrower, threatened (a) with respect to any Transaction Document or (b) that could reasonably be expected to have a Material Adverse Effect.

5.7. True and Complete Disclosure. All factual information (taken as

a whole) heretofore or contemporaneously furnished by or on behalf of the Borrower in writing to the Agent or any Bank (including, without limitation, all information contained in the Transaction Documents) for purposes of or in connection with this Agreement or any transaction contemplated herein is, and all other such factual information (taken as a whole) hereafter furnished by or on behalf of the Borrower in writing to the Agent or any Bank will be, true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading at such time in light of the circumstances under which such information was provided.

5.8. Use of Proceeds; Margin Regulations. Neither the making of any

Loan nor the use of the proceeds thereof will violate or be inconsistent with the provisions of Regulation U of the Board of Governors of the Federal Reserve System.

5.9. Tax Returns and Payments. The Borrower has filed all tax

returns required to be filed by it and has paid all income taxes payable by it which have become due pursuant to such tax returns and all other taxes and assessments payable by it which have become

due, other than those not yet delinquent and except for those contested in good faith and for which adequate reserves have been established in accordance with GAAP and those for which the failure to do so would cause a Material Adverse Effect. The Borrower has paid, or has provided adequate reserves (in the good faith judgment of the management of the Borrower) for the payment of, all federal and state income taxes applicable for all prior Fiscal Years and for the current Fiscal Year to the date hereof.

5.10. Compliance with ERISA. Each Plan is in substantial compliance

with ERISA and the Code; no Reportable Event has occurred with respect to a Plan; no Plan is insolvent or in reorganization; no Plan has an Unfunded Current Liability, and no Plan has an accumulated or waived funding deficiency, has permitted decreases in its funding standard account or has applied for an extension of any amortization period within the meaning of Section 412 of the Code; none of the Borrower, any Subsidiary thereof or any ERISA Affiliate has incurred any material liability to or on account of a Plan pursuant to Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or expects to incur any liability under any of the foregoing sections with respect to any such Plan; no proceedings have been instituted to terminate any Plan; no condition exists which presents a material risk to the Borrower, any Subsidiary thereof or any ERISA Affiliate of incurring a liability to or on account of a Plan pursuant to the foregoing provisions of ERISA and the Code; no Lien imposed under the Code or ERISA on the assets of the Borrower, any Subsidiary thereof or any ERISA Affiliate exists or is likely to arise on account of any Plan; and the Borrower and its Subsidiaries may terminate contributions to any other employee benefit plans maintained by them without incurring any material liability to any Person interested therein.

5.11. Capitalization. Aside from those listed in the attached

Schedule 5, the Borrower does not have outstanding any securities convertible into or exchangeable for its Capital Stock or outstanding any rights to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, its Capital Stock.

5.12. Scheduled Information.

(a) Part A of Schedule 6 correctly sets forth, but before giving effect to the incurrence of Loans and the use of the proceeds thereof on the Closing Date, all holders of Indebtedness of the Borrower (with the balance of each such Indebtedness stated as of March 31, 1999) and Part B of Schedule 6 correctly sets forth all holders of Indebtedness of the Borrower other than Indebtedness that is to be paid or prepaid from the incurrence of Loans on the Closing Date (all Indebtedness listed in Part B of Schedule 6, the "Permitted Indebtedness").

(b) Part A of Schedule 7 correctly sets forth, but before giving effect to the incurrence of Loans and the use of the proceeds thereof on the Closing Date, all Liens securing any Indebtedness of the Borrower and Part B of Schedule 7 correctly sets forth all other Liens over any property (real, personal, tangible, intangible, existing or hereafter acquired) of the Borrower

(c) Schedule 8 correctly sets forth a listing of all insurance maintained by the Borrower.

(d) Schedule 9 correctly sets forth the address and location of each real property leased by the Borrower and the name and address of the landlord thereof.

5.13. Compliance with Statutes, etc. To the best of Borrower's

knowledge the Borrower is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls), except such noncompliances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.14. Labor Relations. To the best of Borrower's knowledge the

Borrower is not engaged in any unfair labor practice that could reasonably be expected to have a Material Adverse Effect. There is (a) no significant unfair labor practice complaint pending against the Borrower or, to the best knowledge of the Borrower, threatened against it, before the National Labor Relations Board, and no significant grievance or significant arbitration proceeding arising out of or under any collective bargaining agreement is so pending against the Borrower or, to the best knowledge of the Borrower, threatened against it, (b) no significant strike, labor dispute, slowdown or stoppage pending against the Borrower or, to the best knowledge of the Borrower, threatened against it and (c) to the best knowledge of the Borrower, no union representation question existing with respect to the employees of the Borrower and, to the best knowledge of the Borrower, no union organizing activities are taking place, except (with respect to any matter specified in clause (a), (b) or (c) above, either individually or in the aggregate) could not reasonably be expected to have a Material Adverse Effect.

5.15. Patents, Licenses, Franchises and Formulas. The Borrower owns

all the patents, trademarks, permits, service marks, trade names, copyrights, licenses, franchises and formulas, or rights with respect to the foregoing, and has obtained assignments of all leases and other rights of whatever nature, necessary for the present conduct of its business, without any known conflict with the rights of others which, or the failure to obtain which, as the case may be, could not reasonably be expected to have a Material Adverse Effect.

5.16. Year 2000 Problem. The Borrower has reviewed the areas within

its operations and business which could be adversely affected by, and has developed a program and related systems to enable the Borrower to become Year 2000 Compliant by December 31, 1999 and that such compliance cost to Borrower to become Year 2000 Compliant has not and will not cause a Material Adverse Effect or a default under any of the terms of this Agreement or any indenture mortgage, deed of trust, credit agreement, loan agreement, or any other agreement, contract, or instrument to which the Borrower is a party or by which it or any of its property or assets is bound or to which it may be subject. The Borrower has made appropriate inquiries of its suppliers and vendors whose Year 2000 Problem, if any, is likely to be material to the

business of the Borrower, and has reasonably concluded that their Year 2000 Problems, if any, will not have a Material Adverse Effect.

5.17. Investment Company Act. The Borrower is not an "investment

company" within the meaning of the Investment Company Act of 1940, as amended.

5.18. Public Utility Holding Company Act. The Borrower is not a

"holding company," or a "subsidiary company" of a "holding company," or an
"affiliate" of a "holding company" or of a "subsidiary company" of a "holding
company" within the meaning of the Public Utility Holding Company Act of 1935,
as amended.

5.19. Subsidiaries. Other than those listed in the attached

Schedule 10 the Borrower does not have any Subsidiaries.

SECTION 6. AFFIRMATIVE COVENANTS.

The Borrower covenants and agrees that on and after the Effective Date and until the Commitment Obligations have terminated and the Loans and the Notes, together with interest, and all other obligations incurred hereunder and thereunder, are paid in full:

6.1. Information Covenants. The Borrower will furnish to each Bank:

(a) Monthly Financial Statements. Within 30 days after the close of

each month in each Fiscal Year of the Borrower, the balance sheet of the Borrower as at the end of such month and the related consolidated statement of operations and stockholders' equity for such month and for the elapsed portion of the Fiscal Year ended with the last day of such month, and, in each case, setting forth comparative figures for the related periods in the prior Fiscal Year, all of which shall be in form and substance acceptable to the Agent and certified by the Borrower's director of finance, subject to normal year-end audit adjustments.

(b) Annual Financial Statements. Within 90 days after the close of

each Fiscal Year of the Borrower, the audited consolidated and unaudited consolidating balance sheets of the Borrower as at the end of such Fiscal Year and the related audited consolidated and unaudited consolidating statements of operations and stockholders' equity and related audited consolidated statements of cash flows for such Fiscal Year, in each case setting forth comparative figures for the preceding Fiscal Year, and certified, in the case of the consolidated financial statements, by independent certified public accountants acceptable to the Required Banks. No such certification shall be qualified as to (i) going concern, (ii) any limitation in the scope of the audit or (iii) possible errors generated by financial reporting and related systems due to the Year 2000 Problem.

(c) Management Letters. Promptly after the Borrower's receipt

thereof, a copy of any "management letter" received by the Borrower from its certified public accountants.

(d) Budgets. Within 90 days after the first day of each Fiscal Year

of the Borrower, a budget in form satisfactory to the Required Banks (including budgeted statements of income and retained earnings, and sources and uses of cash and balance sheets) prepared by the Borrower for each of the four Fiscal Quarters of such Fiscal Year accompanied by the statement of the chief financial officer of the Borrower to the effect that, to the best of his or her knowledge, the budget is a reasonable estimate for the period covered thereby.

(e) Compliance Certificates. At the time of the delivery of the

financial statements provided for in Section 6.1(a) and (b), a certificate of an Authorized Representative in the form attached hereto as Exhibit H (each, a "Compliance Certificate").

(f) Notice of Default or Litigation. Promptly, and in any event

within four Business Days after an officer of the Borrower obtains knowledge thereof, notice of (i) the occurrence of any event which constitutes a Default or Event of Default, (ii) any litigation or governmental proceeding pending against the Borrower which could reasonably be expected to have a Material Adverse Effect.

(g) Year 2000 Problems. Promptly, upon the request of the Agent, a

copy of the plan, timetable and budget of the Borrower to address the Year 2000 Problem, together with periodic updates thereof and expenses incurred to date, any third party assessment of the Borrower's Year 2000 remediation efforts, any Year 2000 contingency plans and any estimates of the Borrowers' potential litigation exposure (if any) to the Year 2000 Problem.

(h) Other Reports and Filings. Promptly, copies of all financial

information, proxy materials and other information and reports, if any, which the Borrower thereof shall file with the Securities and Exchange Commission or any governmental agencies substituted therefor.

(i) Other Information. From time to time, such other information or

documents (financial or otherwise) as any Bank may reasonably request.

6.2. Books, Records and Inspections. The Borrower will keep proper

books of record and account in which full, true and correct entries in conformity with GAAP and all requirements of law shall be made of all dealings and transactions in relation to its business and activities. The Borrower will permit officers and designated representatives of the Agent or any Bank to visit and inspect, under guidance of officers of the Borrower and in compliance with Borrower's standard security procedures, any of the properties of the Borrower and to examine and audit the books of record and account of the Borrower and discuss the affairs, finances and accounts of the Borrower with, and be advised as to the same by, its and their officers, all at such reasonable times, and upon 48 hours notice, and intervals and to such reasonable extent as the Agent or such Bank may request.

6.3. Maintenance of Property, Insurance. The Borrower will (a) keep

all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted, (b) maintain with financially sound and reputable insurance companies

insurance on all its property in at least such amounts and against at least such risks as are described in Schedule 8, and (c) furnish to each Bank, upon written request, full information as to the insurance carried. The provisions of this Section 6.3 shall be deemed to be supplemental to, but not duplicative of, the provisions of any of the security documents that require the maintenance of insurance. The Borrower shall ensure that each insurance policy maintained by the Borrower names the Collateral Agent as lender loss payee and the Agent, the Collateral Agent and the Banks as additional insureds.

6.4. Corporate Franchises. The Borrower will do or cause to be done,

all things necessary to preserve and keep in full force and effect its existence and its material rights, franchises, licenses and patents; provided, however,

that nothing in this Section 6.4 shall prevent the withdrawal by the Borrower of its qualification as a foreign corporation in any jurisdiction where such withdrawal could not reasonably be expected to have a Material Adverse Effect.

6.5. Compliance with Statutes, etc. The Borrower will comply with

all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls), except such noncompliances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.6. ERISA. As soon as possible and, in any event, within 10

Business Days after the Borrower or any ERISA Affiliate knows or has reason to know any of the following, the Borrower will deliver to each of the Banks a certificate of an Authorized Representative setting forth details as to such occurrence and such action, if any, which the Borrower or such ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given to or filed with or by the Borrower, the ERISA Affiliate, the PBGC, a Plan participant or the Plan Administrator with respect thereto: that a Reportable Event has occurred; that an accumulated funding deficiency has been incurred or an application may be or has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including any required installment payments) or an extension of any amortization period under Section 412 of the Code with respect to a Plan; that a Plan has been or may be terminated, reorganized, partitioned or declared insolvent under Title IV of ERISA; that a Plan has an Unfunded Current Liability giving rise to a Lien under ERISA; that proceedings may be or have been instituted to terminate a Plan; that a proceeding has been instituted pursuant to Section 515 of ERISA to collect a delinquent contribution to a Plan; or that the Borrower, any Subsidiary thereof or any ERISA Affiliate will or may incur any liability (including any contingent or secondary liability) to or on account of the termination of or withdrawal from a Plan under Section 4062, 4063, 4064, 4201 or 4204 of ERISA or with respect to a Plan under Section 4971 or 4975 of the Code or Section 409 or 502(i) or 502(1) of ERISA.

6.7. End of Fiscal Years; Fiscal Quarters. The Borrower shall cause

(a) each of its fiscal years to end on December 31 and (b) each of its Fiscal Quarters to end on the last day of March, June, September, and December.

6.8. Performance of Obligations. The Borrower will perform all its

obligations under the terms of each mortgage, indenture, security agreement and other debt instrument by which it is bound, except such non-performances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.9. Use of Proceeds; Margin Regulations. The proceeds of each Loan

shall be used by the Borrower for working capital and general corporate purposes. Notwithstanding anything to the contrary contained in this Section 6.9, no part of the proceeds of any Loan will be used by the Borrower to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

6.10. Year 2000 Problems. The Borrower covenants and agrees that it

will perform all acts reasonably necessary to ensure that it and any business in which the Borrower holds a substantial interest, become Year 2000 Compliant by December 31, 1999. Such acts shall include, without limitation, performing a comprehensive review and assessment of all of the systems of the Borrower and the remediation, monitoring and testing of such systems.

6.11. Control. The management of the Borrower shall include Masood

Tayebi, Massih Tayebi, and Thomas Munro.

6.12 LandLord's Consent. Within Thirty (30) days of the Closing Date

deliver to the Collateral Agent a Landlord's Consent in the form of Exhibit G executed and delivered by the landlord of each and every real property identified on Schedule 9.

SECTION 7. NEGATIVE COVENANTS.

The Borrower covenants and agrees that on and after the Effective Date and until the Commitment Obligations have terminated and the Loans and the Notes, together with interest, and all other obligations incurred hereunder and thereunder, are paid in full:

7.1. Liens. The Borrower will not create, incur, assume or suffer to

exist any Lien upon or with respect to any of its property or assets (real or personal, tangible or intangible), whether now owned or hereafter acquired, and such lien shall continue for a period of more than ten (10) business days, provided that the provisions of this Section 7.1 shall not prevent the creation, incurrence, assumption or existence of the following (all of which are "Permitted Liens"):

(a) Liens for taxes, fees, assessments, levies or other governmental charges not yet delinquent, or Liens for taxes, fees, assessments, levies or other governmental charges being contested in good faith and by appropriate proceedings for which adequate reserves have been established;

(b) Liens in respect of property or assets of the Borrower imposed by law, which were incurred in the ordinary course of business, such as carriers', warehousemen's and mechanics' liens and other similar Liens arising in the ordinary course of business and (i) which

do not in the aggregate materially detract from the value of such property or assets or materially impair the use thereof in the operation of the business of the Borrower and its Subsidiaries or (ii) which are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien;

(c) Liens described in section 5.12(b);

(d) Liens created pursuant to the Security Documents;

(e) Pledges or deposits in connection with worker's compensation, unemployment insurance and other social security legislation;

(f) Purchase Money Liens;

(g) Liens on Equipment (including proceeds thereof and accessions thereto) leased by the Borrower pursuant to operating leases entered into in the ordinary course of business incurred solely for the purpose of financing the lease of such Equipment;

(h) Liens in favor of customs authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(i) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution;

(j) Liens for taxes or assessments or other government taxes not yet due and payable;

(k) Pledges or deposits of money securing bids, tender, contracts, (other than contracts for the payment of money) or leases to which Borrower is a party as lessee made in the ordinary course of business,

(l) Pledges or deposits of money securing bids, tender, contracts (other than ordinary contracts for the payment of money) or leases to which Borrower is a party as lessee made in the ordinary course of business;

(m) Inchoate and unperfected workers', mechanics' or similar liens arising in the ordinary course of business, so long as such Liens attach only to Equipment, Fixtures and/or real estate.

(n) Carriers, warehousemen's, suppliers', or other similar possessory liens arising in the ordinary course of business and securing liabilities in an outstanding aggregate amount not in excess of \$100,000.00 at any one time, so long as such Liens attach only to Inventory;

(o) Deposits securing, or in lieu of, surety, appear or customs bonds in proceedings to which Borrower is a party;

(p) Zoning restrictions, easements, licenses, or other restrictions on the use of any real estate or other minor irregularities in title (including leasehold title) thereto, so long as the same do not materially impair the use, value or marketability of such real estate; and

(q) Liens incurred in connection with the extension, renewal, refunding, refinancing, modification, amendment or restatement of the Indebtedness secured by Liens of the type described in clauses (c), (f) and (g) above, provided that any replacement Lien arising as a result of any such extension, renewal, refunding, refinancing, modification, amendment or restatement shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness being extended, renewed, refunded, refinanced, modified, amended or restated does not increase.

7.2. Consolidation, Merger, Sale of Assets, etc. The Borrower will

not wind up, liquidate or dissolve its affairs or enter into any transaction of merger or consolidation, or convey, sell, lease or otherwise dispose of (or agree to do any of the foregoing at any future time) all or any part of its property or assets, or purchase or otherwise acquire (in one or a series of related transactions) any part of the property or assets (other than purchases or other acquisitions of Inventory, materials and Equipment in the ordinary course of business) of any Person, except that (a) the Borrower may make sales of Inventory in the ordinary course of its business, (b) subject to Section 3.3(b), the Borrower may, in the ordinary course of business, sell Equipment which is uneconomic or obsolete, (c) capital expenditures shall be permitted to the extent not in violation of Section 7.7 or (d) Borrower and/or its Subsidiaries may make acquisitions of property, assets or stock so long as the conditions set forth below are satisfied.

(i) If Borrower or a Subsidiary desires to acquire all or substantially all of the assets or capital Stock of any Person (the "Target"),

the following conditions must be satisfied and in each case upon written approval of Agent, such Acquisition shall become a "Permitted Acquisition":

(A) Agent shall receive at least thirty (30) Business Day's prior written notice of the intended closing date of such proposed Acquisition, which notice shall include a reasonably detailed description of such proposed Acquisition and a report setting forth all financial and related information concerning the proposed Acquisition as Agent then may reasonably request in such form, manner and detail as then reasonably requested by Agent; including updated versions of the most recently delivered projections covering the one (1) year period commencing on the date of such Permitted Acquisition and otherwise prepared in accordance with the Borrower's projections (the "Acquisition Projections") and based upon historical financial data of a recent date

satisfactory to Agent, taking into account such Permitted Acquisition;

(B) such Acquisition shall be consensual and shall have been approved by the Target's board of directors (i.e., it is not a "hostile" Acquisition);

(C) such Acquisition shall comprise a business, or those assets of a business, of the type engaged in by Borrower and its Subsidiaries as of the Closing Date, and which business would not subject Agent or any Lender to regulatory or third party approvals in connection with the exercise of its rights and remedies under this Agreement or any other Loan Documents other than approvals applicable to the exercise of such rights and remedies with respect to Borrower prior to such proposed Acquisition;

(D) at the time of such proposed Acquisition and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing;

(E) Agent shall have received at least five (5) days prior to the intended closing date of such Acquisition or on the date of their intended execution (if required or permitted to be executed prior to such Acquisition being consummated whichever is the earlier), copies of all documents, instruments and agreements substantially in the form to be executed by Borrower or any of its Subsidiaries evidencing, governing or relating to such Acquisition (the "Acquisition Documents"), and Agent shall be satisfied therewith and with

any change in the organization structure of Borrower and its Subsidiaries resulting therefrom;

(F) at or prior to the closing of any Acquisition, (I) Agent shall have received such documents and instruments as may be necessary to grant or confirm to Agent a perfected Lien (subject to Permitted Encumbrances) on or security interest in the Stock, all assets or the line of business so acquired by, and not merged into, Borrower or a Subsidiary, (II) if the Target is acquired by, and not merged into, Borrower or any other Subsidiary, Target shall have executed a guaranty of all of the Obligations of Borrower hereunder subject to any appropriate limitations as Agent shall determine in its discretion, (III) Borrower shall have executed in favor of Agent an Assignment of Representations, Warranties, Covenants, Indemnities and Rights in respect of Borrower's or any other applicable Subsidiary's rights under the applicable Acquisition Agreement, and (IV) Borrower or any other applicable Subsidiary and the Target shall have executed such other documents and taken such additional actions as may be required by Agent in connection therewith;

(G) Concurrently with delivery of the notice referred to in clause (I) above, Borrower shall have delivered to Agent, in form and substance satisfactory to Agent a pro forma consolidated and consolidating balance sheet, income statement and cash flow statement of Borrower and its Subsidiaries (the "Acquisition Pro Forma"), based on recent financial statements, which shall be

complete and shall fairly present in all material respects the assets, liabilities, financial condition and results of operations of Borrower and its Subsidiaries in accordance with GAAP consistently applied, but taking into account such Acquisition and the funding of all Loans in connection therewith, and such Acquisition Pro Forma shall reflect that:

(I) At the time of the closing of such Acquisition, Borrower is in compliance with all financial covenants set forth in this Agreement on a pro forma basis, giving effect to such Acquisition as of the then most recently concluded fiscal month end of Borrower for which financial reports are then available (which must be within sixty (60) days prior to the date of consummation of such Acquisition), on both a historical and prospective basis, for the respective twelve (12) months periods both preceding and succeeding such fiscal month end, as reflected on the Acquisition Pro Forma for each of such fiscal periods;

(II) At the time of the closing of such Acquisition, on a pro forma basis, after factoring in the Target's share as a Subsidiary of Borrower of historical overhead, debt service and similar costs allocated to Borrower's Subsidiaries over the twelve (12) months ending as of the most recently concluded fiscal month of Borrower prior to the Acquisition for which financial statements are available (which must be within sixty (60) days prior to the date of consummation of such Acquisition), the Target on a stand alone basis, has a positive EBITDA;

(III) On a pro forma basis, no Event of Default shall have occurred and be continuing or would result after giving effect to such Acquisition and Borrower would have been in compliance with the financial covenants contained in this Agreement for the four quarter period reflected in the Compliance Certificate most recently delivered to Agent prior to the consummation of such Permitted Acquisition (giving effect to such Permitted Acquisition and all Loans funded in connection therewith as if made on the first day of such period);

(H) no additional Indebtedness, Guaranteed Indebtedness, contingent obligations or other liabilities shall be incurred, assumed or otherwise be reflected on a consolidated and consolidating balance sheet of Borrower and Target after giving effect to such Acquisition, except (I) Loans made hereunder or other Permitted Indebtedness, and (II) ordinary course trade payables, performance bonds, accrued expenses, unsecured Indebtedness and assumed real and personal property leases of the Target to the extent no Default or Event of Default shall have occurred and be continuing or would result after giving effect to such Acquisition and the total amount of any assumed real and personal property leases of the Target when combined with existing real and personal property leases of Borrower and its Subsidiaries shall not exceed the permitted amounts set forth in this Agreement.

7.3. Dividends. The Borrower will not declare or pay any dividends, -----
or return any capital, to its stockholders or authorize or make any other distribution, payment or delivery of property or cash to its stockholders as such, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for a consideration, any shares of any class of its Capital Stock now or hereafter outstanding (or any options or warrants issued by the Borrower with respect to its Capital Stock), or set aside any funds for any of the foregoing purposes.

7.4. Indebtedness. The Borrower will not contract, create, incur, -----
assume or suffer to exist any Indebtedness, except (a) Indebtedness of the Borrower incurred under the Transaction Documents, (b) Permitted Indebtedness, (c) so long as no Default has occurred and is continuing at the time such Indebtedness is incurred or would result from the making thereof,

Money Indebtedness, (d) accrued expenses and current trade accounts payable incurred in the ordinary course of business, and obligations under trade letters of credit incurred by the Borrower in the ordinary course of business, which are to be repaid in full not more than one year after the date on which such Indebtedness is originally incurred to finance the purchase of goods by the Borrower, (e) obligations under letters of credit incurred by the Borrower in the ordinary course of business in support of obligations incurred in connection with worker's compensation, unemployment insurance and other social security legislation, (f) Indebtedness with respect to Capital Leases to the extent permitted by Section 7.7, (g) any other Indebtedness not exceeding \$200,000 in aggregate principal amount at any one time outstanding, (h) any additional Indebtedness allowed by the Required Banks in connection with Permitted Acquisitions; and (i) extensions, renewals, refundings, modifications, amendments and restatements of any of the items of Indebtedness described in clauses (a), (b), (c), (f) and (g) above, provided that the principal amount thereof is not increased and the terms thereof are not modified to impose more burdensome terms upon the Borrower.

7.5. Advances, Investments and Loans. The Borrower will not lend -----
money or credit or make advances to any Person, or purchase or acquire any stock, obligations or Securities of, or any other interest in, or make any capital contribution to, any other Person, or create any Subsidiaries except that (a) the Borrower may acquire and hold Accounts owing to it, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms and (b) the Borrower may make Permitted Investments.

7.6. Transactions with Affiliates. The Borrower will not enter into -----
any transaction or series of related transactions, whether or not in the ordinary course of business, with any Affiliate of the Borrower, other than on terms and conditions substantially as favorable to the Borrower as would be obtainable by the Borrower at the time in a comparable arm's-length transaction with a Person other than an Affiliate, and other than the financing of employee stock options.

7.7 Capital Expenditures. The Borrower will not make any -----
expenditure for fixed or capital assets (including, without limitation, expenditures for maintenance and repairs which should be capitalized in accordance with GAAP and including capitalized lease obligations) during any Fiscal Year if, as a result thereof, the aggregate amount of such expenditures for such Fiscal Year would exceed \$2,500,000.

7.8. Trading Ratio. The Borrower will not permit the ratio of (a) -----
the sum of (i) its cash, (ii) its Permitted Investments of the type described in clause (ii) of the definition thereof, (iii) its billed and unbilled Accounts (excluding construction pass-through Accounts) to (b) the sum of its (i) accounts payable (excluding construction pass-through accounts payable), (ii) all amounts it owes under this Agreement and the Notes and (iii) its operational accruals (excluding construction pass-through accruals) at any time to be less than 1:25 to 1:00.

7.9. Net Worth. The Borrower will not, at any time permit Net Worth -----
plus Subordinated Debt to be less than \$20,000,000, plus (b) an aggregate amount equal to 50% of

Net Income for each completed Fiscal Quarter beginning with the Fiscal Quarter ended June 30, 1999 (provided that any negative Net Income amount shall be treated as \$0.00 for the purposes of these calculations) plus (c) an aggregate amount equal to 75% of Net Proceeds of Capital Stock for each completed Fiscal Quarter beginning with the Fiscal Quarter ended June 30, 1999.

7.10. Profitability. The Borrower will not permit Net Income in any

one (1) Fiscal Quarter to be less than \$750,000, or Net Income in any two (2) consecutive Fiscal Quarters to average less than \$1,000,000 per Fiscal Quarter.

7.11 Maximum Debt to Net Worth. The Borrower will not permit its

Indebtedness minus Subordinated Debt to exceed 1.75 times the sum of Net Worth and Subordinated Debt.

7.12 Working Capital. The Borrower will not permit its Working

Capital to be less than \$20,000,000.

7.13 Limitation on Voluntary Payments and Modifications of

Indebtedness; Modifications of Certificate of Incorporation, Bylaws and Certain

Other Agreements; etc. The Borrower will not without the prior written consent

of the Required Banks: (a) make any voluntary or optional payment or prepayment on or redemption or acquisition for value of (including, without limitation, by way of depositing with the trustee with respect thereto money or securities before due for the purpose of paying when due) any Permitted Indebtedness or (b) amend or modify, or permit the amendment or modification of, any material provision of any Permitted Indebtedness or of any agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any of the foregoing or (c) amend, modify or change its articles of incorporation (including, without limitation, by the filing or modification of any certificate of designation) or bylaws, or any agreement entered into by it, with respect to its Capital Stock, or enter into any new agreement with respect to its Capital Stock.

Notwithstanding any provision in this section 7.13 to the contrary, as long as no Events of Default exist, then (i) Borrower is permitted to repay those notes owed to individuals listed as "Entel Shareholders" in Schedule 6 of the Agreement; and (ii) upon Borrower's completion of an underwritten public offering resulting in net proceeds to Borrower of at least \$40,000,000, Borrower is permitted to repay Subordinated Debt owed to Massih and Massood Tayebi.

7.14 Business. The Borrower will not engage (directly or indirectly)

in any business other than the business in which it is engaged on the Effective Date or any business incidental thereto.

SECTION 8. EVENTS OF DEFAULT.

Upon the occurrence of any of the following specified events (each an "Event of Default"):

8.1. Payments. The Borrower shall (a) default in the payment when

due of any principal of any Loan or any Note or (b) default, and such default shall continue unremedied for two or more Business Days, in the payment when due of any interest on any Loan or any Note or any fees or any other amounts owing hereunder or under any Transaction Document; or

8.2. Representations, etc. Any representation, warranty or statement

made by or on behalf of the Borrower herein or in any other Transaction Document or in any certificate delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or

8.3. Covenants. The Borrower shall (a) default in the due

performance or observance by it of any term, covenant or agreement contained in Section 6.1(f)(i) or Section 7; or (b) default in the due performance or observance by it of any term, covenant or agreement contained in Sections 6.1(a), (b) and (d) and such default shall continue unremedied for a period of 10 Business Days from the occurrence of such default; or (c) default in the due performance or observance by it of any other term, covenant or agreement (other than those referred to in Sections 8.1 and 8.2 and clauses (a) and (b) of this Section 8.3) contained in this Agreement and such default shall continue unremedied for a period of 30 days after the occurrence of such default; or

8.4. Cross Default; Cross Acceleration. The Borrower shall (a)

default in any payment of any Indebtedness (other than the Notes) beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Indebtedness was created or (b) default in the observance or performance of any agreement or condition relating to any Indebtedness (other than the Notes) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Indebtedness to become due prior to its stated maturity; or any Indebtedness of the Borrower shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof; or

8.5. Bankruptcy, etc. The Borrower shall commence a voluntary case

concerning itself under Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); or an involuntary case is commenced against the Borrower,

and the petition is not controverted within 10 Business Days, or is not dismissed within 60 days, after commencement of the case; or a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of the Borrower, or the Borrower commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Borrower, or there is commenced against the Borrower any such proceeding which remains undismissed for a period of 60 days, or the Borrower is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Borrower suffers any appointment of any custodian or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of 60 days; or the Borrower makes a general assignment for the benefit of creditors; or any corporate action is taken by the Borrower for the purpose of effecting any of the foregoing; or

8.6. ERISA. Any Plan shall fail to maintain the minimum funding

standard required for any plan year or part thereof or a waiver of such standard or extension of any amortization period is sought or granted under Section 412 of the Code; any Plan is, shall have been or is likely to be terminated or the subject of termination proceeding under ERISA; any Plan shall have an Unfunded Current Liability; or the Borrower or any ERISA Affiliate has incurred or is likely to incur a liability to or on account of a Plan under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code, or the Borrower has incurred or is likely to incur liabilities pursuant to one or more employee welfare benefit plans (as defined in Section 3(1) of ERISA) which provide benefits to retired employees (other than as required by Section 601 of ERISA); there shall result from any such event or events the imposition of a Lien upon the assets of the Borrower, the granting of a security interest, or a liability or a material risk of incurring a liability, which Lien, security interest or liability, in the opinion of the Required Banks, will have a Material Adverse Effect; or

8.7. Security Documents. The Security Documents or any provision

thereof shall cease to be in full force and effect, or shall cease to give the Collateral Agent the Liens, rights, powers and privileges purported to be created thereby, or the Borrower or any other Person obligated under any Security Document (other than the Collateral Agent) shall default in the due performance or observance of any term, covenant or agreement on its part to be performed or observed pursuant to such Security Document beyond the period of grace therein; or

8.8. Judgments. One or more judgments or decrees shall be entered

against the Borrower involving in the aggregate for the Borrower a liability (not paid or fully covered by insurance) of \$200,000 or more, and all such judgments or decrees shall not have been vacated, discharged or stayed or bonded pending appeal within 60 days after the entry thereof; then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, the Agent may and, upon the written request of the Required Banks, shall by written notice to the Borrower, take any or all of the following actions, without prejudice to the rights of the Agent, any Bank or the holder of any Note to enforce its claims against the Borrower (provided, that, if an Event of Default specified in Section 8.5 shall occur with respect to the Borrower, the result which would occur upon the giving of written notice by the Agent to the Borrower as specified in clauses (a) and (b) below shall occur automatically without the giving of any such notice): (a) declare the Commitment Obligations terminated, whereupon the Commitment Obligation of each Bank shall forthwith terminate immediately without any other notice of any kind; (b) declare the principal of and any accrued interest in respect of all Loans and the Notes and all obligations owing hereunder and thereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and (c) exercise any and all of the rights and remedies available to the Agent, the Collateral Agent and the Banks under the Transaction Documents, at law (including, without limitation, the UCC) or equity.

SECTION 9. THE AGENT, COLLATERAL AGENT AND DOCUMENTATION AGENT.

9.1. Appointment. The Banks hereby designate Imperial Bank as Agent

(for purposes of this Section 9, the term "Agent" shall also include Imperial Bank in its capacity as Collateral Agent under the Transaction Documents to which it is a party) to act as specified herein and in the other Transaction Documents. Each Bank hereby irrevocably authorizes, and each holder of any Note by the acceptance of such Note shall be deemed irrevocably to authorize, the Agent to take such action on its behalf under the provisions of this Agreement, the other Transaction Documents and any other instruments and agreements referred to herein or therein and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Agent may perform any of its duties hereunder by or through its officers, directors, agents or employees.

9.2. Nature of Duties. The Agent shall have no duties or

responsibilities except those expressly set forth in this Agreement and the Transaction Documents. Neither the Agent nor any of its officers, directors, agents or employees shall be liable for any action taken or omitted by it or them hereunder or under any other Transaction Document or in connection herewith or therewith, unless caused by its or their gross negligence or willful misconduct. The duties of the Agent shall be mechanical and administrative in nature; the Agent shall not have by reason of this Agreement or any other Transaction Document a fiduciary relationship in respect of any Bank or the holder of any Note; and nothing in this Agreement or any other Transaction Document, expressed or implied, is intended to or shall be so construed as to impose upon the Agent any obligations in respect of this Agreement or any other Transaction Document except as expressly set forth herein.

9.3. Lack of Reliance on the Agent. Independently and without

reliance upon the Agent, each Bank and the holder of each Note, to the extent it deems appropriate, has made and shall continue to make (a) its own independent investigation of the financial condition and affairs of the Borrower in connection with the making and the continuance of the Loans and the taking or not taking of any action in connection herewith and (b) its own appraisal of the creditworthiness of the Borrower and, except as expressly provided in this Agreement, the Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Bank or the holder of any Note with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. The Agent shall not be responsible to any Bank or the holder of any Note for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectibility, priority or sufficiency of this Agreement or any other Transaction Document or the financial condition of the Borrower or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or any other Transaction Document, or the financial condition of the Borrower or the existence or possible existence of any Default or Event of Default.

9.4. Certain Rights of the Agent. If the Agent shall request

instructions from the Required Banks with respect to any act or action (including failure to act) in connection with this Agreement or any other Transaction Document, the Agent shall be entitled to refrain from such act or taking such action unless and until the Agent shall have received instructions from the Required Banks; and the Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Bank or the holder of any Note shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting hereunder or under any other Transaction Document in accordance with the instructions of the Required Banks.

9.5. Reliance. The Agent shall be entitled to rely, and shall be

fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that the Agent believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement and any other Transaction Document and its duties hereunder and thereunder, upon advice of counsel selected by it.

9.6. Indemnification. To the extent the Agent is not reimbursed and

indemnified by the Borrower, and without limiting the Obligations of the Borrower under the Transaction Documents to which it is a party, the Banks will reimburse and indemnify the Agent, in proportion to their respective Commitments, for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Agent in performing its duties hereunder or under any other Transaction Document, or in any way relating to or arising out of this Agreement or any other Transaction Document; provided, however, that no Bank

shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Agent's gross negligence or willful misconduct.

9.7. The Agent in its Individual Capacity. With respect to its

obligation to make Loans under this Agreement, the Agent shall have the rights and powers specified herein for a "Bank" and may exercise the same rights and powers as though it were not performing the duties specified herein; and the term "Banks," "Required Banks," "holders of Notes" or any similar terms shall, unless the context clearly otherwise indicates, include the Agent in its individual capacity. The Agent may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Borrower or any Affiliate of the Borrower as if it were not performing the duties specified herein, and may accept fees and other consideration from the Borrower for services in connection with this Agreement and otherwise without having to account for the same to the Banks.

9.8. Holders. The Agent may deem and treat the payee of any Note as

the owner thereof for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Agent. Any request, authority or consent of any Person who, at the time of making such request or giving such

authority or consent, is the holder of any Note shall be conclusive and binding on any subsequent holder, transferee, assignee or endorsee, as the case may be, of such Note or of any Note or Notes issued in exchange therefor.

9.9. Resignation by the Agent.

(a) The Agent may resign from the performance of all its functions and duties hereunder and/or under the other Transaction Documents at any time by giving 15 Business Days' prior written notice to the Borrower and the Banks. Such resignation shall take effect upon the appointment of a successor Agent pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon any such notice of resignation, the Banks shall appoint a successor Agent hereunder or thereunder who shall be a commercial bank or trust company reasonably acceptable to the Borrower.

(c) If a successor Agent shall not have been so appointed within such 15 Business Day period, the Agent, with the consent of the Borrower, may then appoint a successor Agent who shall serve as Agent hereunder or thereunder until such time, if any, as the Banks appoint a successor Agent as provided above.

(d) If no successor Agent has been appointed pursuant to clause (b) or (c) above by the twentieth Business Day after the date such notice of resignation was given by the Agent, the Agent's resignation shall become effective and the Banks shall thereafter perform all the duties of the Agent hereunder and/or under any other Transaction Document until such time, if any, as the Banks appoint a successor Agent as provided above.

9.10. Documentation Agent. The Documentation Agent shall have no

right, power, obligation, liability, responsibility or duty under the Transaction Documents other than those applicable to a Bank as such. Without limiting the foregoing, the Documentation Agent, as such, shall not have any fiduciary relationship with any Bank. Each Bank acknowledges that it has not relied on, and will not rely on, the Documentation Agent in deciding to enter into this Agreement or in taking or not taking action hereunder or under any other Transaction Document.

SECTION 10. MISCELLANEOUS.

10.1. Payment of Expenses, Indemnification, etc. The Borrower shall:

(a) whether or not the transactions herein contemplated are consummated, pay all reasonable out-of-pocket costs and expenses of the Agent (including, without limitation, reasonable attorney's fees, provided that the amount of such fees and expenses shall not exceed \$20,000) in connection with the preparation, execution and delivery of this Agreement and the other Transaction Documents and the documents and instruments referred to herein and therein;

(b) pay all out-of-pocket costs and expenses of the Agent, the Collateral Agent and each Bank (including, without limitation, the reasonable fees and disbursements of counsel to the Agent, the Collateral Agent or such Bank) in connection with (i) any amendment, waiver or consent relating to any Transaction Document and (ii) the enforcement of any Transaction Document and the documents and instruments referred to herein and therein (including, without limitation, the reasonable fees and disbursements of counsel for the Agent and for each of the Banks);

(c) (i) pay the audit fees incurred by the Agent (or any Person retained by the Agent) in connection with periodic examinations of the books and records of the Borrower and its Subsidiaries conducted at the request of the Agent; and (ii) during the continuance of an Event of Default, pay the audit fees incurred by any Bank (or any Person retained by any such Bank) in connection with periodic examinations of the books and records of the Borrower and its Subsidiaries conducted at the request of any Bank;

(d) pay and hold the Agent and the Collateral Agent harmless from and against all filing and recording fees required to perfect the Liens granted under the Security Documents;

(e) pay and hold the Agent, the Collateral Agent and each Bank harmless from and against any and all present and future stamp and other similar taxes with respect to the foregoing matters and save each of the Banks harmless from and against any and all liabilities with respect to or resulting from any delay or omission (other than to the extent attributable to the Agent, the Collateral Agent or such Bank) to pay such taxes; and

(f) indemnify the Agent, the Collateral Agent and each Bank, its officers, directors, employees, representatives and agents from and hold each of them harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements incurred by any of them as a result of, or arising out of, or in any way related to, or by reason of, any investigation, litigation or other proceeding (whether or not the Agent, the Collateral Agent or any Bank is a party thereto) related to the entering into and/or performance of this Agreement or any other Transaction Document or the use of the proceeds of any Loans hereunder or the consummation of any transactions contemplated herein or in any other Transaction Document, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation, litigation or other proceeding (but excluding any such liabilities, obligations, losses, etc., to the extent incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified).

10.2. Right of Set-off. In addition to any rights now or hereafter

granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence of an Event of Default, the Agent and each Bank are hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to the Borrower or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) and any other Indebtedness at any time held or

owing by the Agent or such Bank (including, without limitation, by branches and agencies of the Agent or such Bank wherever located) to or for the credit or the account of the Borrower against and on account of the Obligations and liabilities of the Borrower to the Agent or such Bank under this Agreement or under any of the other Transaction Documents, including, without limitation, all interests in Obligations purchased by such Bank pursuant to Section 10.7(b), and all other claims of any nature or description arising out of or connected with this Agreement or any other Transaction Document, irrespective of whether or not the Agent or such Bank shall have made any demand hereunder and although said Obligations, liabilities or claims, or any of them, shall be contingent or unmatured. Notwithstanding the foregoing provisions of this Section 10.2, if at any time the Commitment Obligations and Loans are secured by real property, no Bank shall exercise a right of setoff, banker's lien or counterclaim or take any court or administrative action to enforce any provision of the Transaction Documents if such action would constitute an "action" within the meaning of Section 726 of the California Code of Civil Procedure without obtaining the prior consent of the Required Banks, and any attempted exercise by any Bank of any such action without first obtaining such consent shall be null and void. The provisions of the preceding sentence are solely for the benefit of the Agent and the Banks and the Borrower shall have no rights therein.

10.3. Notices. Except as otherwise expressly provided herein, all

notices and other communications provided for hereunder shall be in writing (including facsimile) and mailed, telecopied or delivered:

if to the Borrower, to:

Wireless Facilities, Inc.
9805 Scranton Road, Suite 100, San Diego, CA 92121

Attention: Thomas Munro,
Chief Financial Officer

Telephone: (858) 450-7315
Facsimile: (858) 824-2928,

if to any Bank, at its Domestic Lending Office specified opposite its name on Schedule 2; and

if to the Agent, at its Notice Office;

or, as to the Borrower or the Agent, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each other party, at such other address as shall be designated by such party in a written notice to the Borrower and the Agent. All such notices and communications shall, when mailed, telecopied or sent by overnight courier, be effective when deposited in the mails, delivered to the overnight courier, as the case may be, or sent by telecopier upon telephonic confirmation by the sending party, except that notices and communications to the Agent shall not be effective until received by the Agent.

10.4. Successors and Assigns. This Agreement shall be binding upon

and inure to the benefit of the parties hereto and their respective successors
and assigns except that the Borrower may not assign its rights or obligations
hereunder without the prior consent of all of the Banks.

10.5. Assignments, Participations, Etc.

(a) Any Bank may, with the written consent of the Borrower (at all
times other than during the existence of an Event of Default) and the Agent,
which consents shall not be unreasonably withheld, at any time assign and
delegate to one or more Persons (provided that no written consent of the
Borrower or the Agent shall be required in connection with any assignment and
delegation by a Bank to an Affiliate of such Bank or to another Bank) (each an
"Assignee") all, or any ratable part of all, of the Loans, the Commitment

Obligations and the other rights and obligations of such Bank under the
Transaction Documents, in a minimum amount of \$3,000,000; provided, however,

that the Borrower and the Agent may continue to deal solely and directly with
such Bank in connection with the interest so assigned to an Assignee until (i)
written notice of such assignment, together with payment instructions, addresses
and related information with respect to the Assignee, shall have been given to
the Borrower and the Agent by such Bank and the Assignee; (ii) such Bank and its
Assignee shall have delivered to the Borrower and the Agent an Assignment and
Acceptance in the form of Exhibit I ("Assignment and Acceptance") and (iii) the

Assignee has paid to the Agent a processing fee in the amount of \$3,500.

(b) From and after the date that the Agent notifies the assignor
Bank that it has received (and provided its consent with respect to) an executed
Assignment and Acceptance and payment of the above-referenced processing fee,
(i) the Assignee thereunder shall be a party hereto and, to the extent that
rights and obligations under the Transaction Documents have been assigned to it
pursuant to such Assignment and Acceptance, shall have the rights and
obligations of a Bank under this Agreement, and (ii) the assignor Bank shall, to
the extent that rights and obligations hereunder have been assigned by it
pursuant to such Assignment and Acceptance, relinquish its rights and be
released from its obligations under the Transaction Documents.

(c) Immediately upon each Assignee's making its processing fee
payment under Section 10.5(a), this Agreement shall be deemed to be amended to
the extent, but only to the extent, necessary to reflect the addition of the
Assignee and the resulting adjustment of the Commitments arising therefrom and
the Agent shall deliver to the Borrower and each Bank revised Schedules 1 and 2
reflecting the reallocation of Commitments and address changes. The portion of
the Commitments allocated to each Assignee shall reduce such Commitments of the
assigning Bank pro tanto.

(d) Any Bank may at any time sell to one or more commercial banks
or other Persons not Affiliates of the Borrower (a "Participant") participating

interests in any Loans made by such Bank, the Commitment Obligations of such
Bank and the other interests of such Bank (the "Originator") hereunder and under

the other Transaction Documents; provided, however,

that (i) the Originator's obligations under this Agreement shall remain unchanged, (ii) the Originator shall remain solely responsible for the performance of such obligations, (iii) the Borrower, the Collateral Agent and the Agent shall continue to deal solely and directly with the Originator in connection with the Originator's rights and obligations under the Transaction Documents, and (iv) no Bank shall transfer or grant any participating interest under which the Participant has rights to approve any amendment to, or any consent or waiver with respect to, this Agreement, except to the extent such amendment, consent or waiver would require unanimous consent of the Banks as described in Section 10.12. In the case of any such participation, the Participant shall be entitled to the benefit of Section 2.10, 2.11, 3.6 and 10.1 as though it were also a Bank hereunder, and if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Bank under this Agreement.

(e) Notwithstanding any other provision in this Agreement, any Bank may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Board or U.S. Treasury Regulation 31 CFR 203.14, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law, provided that payment made by a Borrower to or for the account of any Bank in respect of a Loan made by such Bank to such Borrower shall satisfy such Borrower's payment obligation in respect of such Loan to the extent of such payment regardless of any encumbrance created pursuant to this Section 10.5(e).

10.6. No Waiver; Remedies Cumulative. No failure or delay on the

part of the Agent, the Collateral Agent or any Bank or the holder of any Note in exercising any right, power or privilege hereunder or under any other Transaction Document and no course of dealing between the Borrower, the Collateral Agent, the Agent or any Bank or the holder of any Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Transaction Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Transaction Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Agent, the Collateral Agent or any Bank or the holder of any Note would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Agent, the Collateral Agent or any Bank or the holder of any Note to any other or further action in any circumstances without notice or demand.

10.7. Payments Pro Rata.

(a) The Agent agrees that promptly after its receipt of each payment from or on behalf of the Borrower in respect of any Obligations of the Borrower hereunder, it shall

distribute such payment to the Banks pro rata based upon their respective

shares, if any, of the Obligations with respect to which such payment was
received.

(b) Each of the Banks agrees that, if it should receive any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Transaction Documents, or otherwise), which is applicable to the payment of the principal of, or interest on, the Loans or any fee due hereunder, of a sum which with respect to the related sum or sums received by other Banks is in a greater proportion than the total amount of such Obligation then owed and due to such Bank bears to the total amount of such Obligation then owed and due to all the Banks immediately prior to such receipt, then such Bank receiving such excess payment shall purchase for cash without recourse or warranty from the other Banks an interest in the Obligations of the Borrower to such Banks in such amount as shall result in a proportional participation by all the Banks in such amount; provided, however, that if all or any portion of such excess amount is thereafter recovered from such Bank, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

10.8. Calculations; Computations.

(a) The financial statements to be furnished to the Banks pursuant hereto shall be made and prepared in accordance with GAAP consistently applied throughout the periods involved (except as set forth in the notes thereto or as otherwise disclosed in writing by the Borrower to the Banks); provided, however,

that, except as otherwise specifically provided herein, all computations determining compliance with Section 7 shall utilize accounting principles and policies in conformity with those used to prepare the Financial Statements.

(b) All computations of interest and fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or fees are payable.

10.9. Governing Law; Reference; Arbitration; Submission to

Jurisdiction; Venue; Waiver.

(a) THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

(b) Except with respect to claims or disputes relating to the exercise of remedies by the Agent, the Collateral Agent or any Bank against the Borrower or the Collateral, including (i) the foreclosure, sale or other disposition of any of the Collateral, (ii) the collection or enforcement of the Obligations, (iii) the exercise of self-help remedies, including the exercise of any rights of setoff, or (iv) the obtaining of, or opposition to, provisional or ancillary remedies before, during or after the pendency of any judicial reference or arbitration proceeding contemplated in this Section 10.9 (any and all of which may be initiated pursuant to applicable

law), each controversy, dispute or claim between or among the parties arising out of or relating to this Agreement or any of the other Transaction Documents or the transactions related thereto, which controversy, dispute or claim is not settled in writing within 30 days after the date on which a Person party to any Transaction Document provides written notice to all other parties party thereto that a controversy, dispute or claim exists thereunder (each such date, a "Claim Date") will be settled by a reference proceeding in California in accordance

with the provisions of Section 638 et seq. of the California Code of Civil Procedure (the "CCP"), which shall constitute the exclusive remedy for the settlement of any controversy, dispute or claim concerning this Agreement or any of the other Transaction Documents or the transactions related thereto, including whether such controversy, dispute or claim is subject to the reference provisions set forth in this Section 10.9, and, except as set forth above, the parties waive their rights to initiate any legal proceedings against each other in any court or jurisdiction other than the Superior Court for the State of California located in Los Angeles County, California (the "Superior Court"). The

referee shall be a retired judge of the Superior Court selected by mutual agreement of the parties, and if they cannot so agree within 45 days after the Claim Date, the referee shall be promptly selected by the Presiding Judge of the Superior Court (or his representative). The referee shall be appointed to sit as a temporary judge, with all of the powers of a temporary judge as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court. Each party shall have one peremptory challenge pursuant to Section 170.6 of the CCP. The referee shall (A) be requested to set the matter for hearing within 60 days after the Claim Date and (B) try any and all issues of law or fact and report a statement of decision upon them, if possible, within 90 days of the Claim Date. Any statement of decision rendered by the referee shall be final, binding and conclusive on the parties and judgment shall be entered pursuant to Section 644 of the CCP in the Superior Court or any other court in the State of California having jurisdiction. Any party may apply for a reference proceeding at any time after 30 days following notice to any other party of the nature of the controversy, dispute or claim by filing a petition for a hearing or trial. All discovery permitted by this Section 10.9 shall be completed no later than 15 days before the first hearing date established by the referee. The referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including legal objections raised to such discovery or unavailability of a witness due to absence or illness. No party shall be entitled to "priority" in conducting discovery. Depositions may be taken by any party upon seven days' written notice, and request for production or inspection of documents shall be responded to within ten days after service. All disputes relating to discovery that cannot be resolved by the parties shall be submitted to the referee, whose decision shall be final, binding and conclusive on the parties. Pending appointment of the referee as provided herein, the Superior Court is empowered to issue temporary or provisional remedies, as appropriate.

(c) Except as expressly set forth in this Section 10.9, the referee shall determine the manner in which the reference proceeding is conducted, including the time and place of all hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee. The

party making such a request shall have the obligation to arrange for and pay for the court reporter. The costs of the court reporter at the trial shall be borne equally by the parties.

(d) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, to provide temporary or provisional remedies and to file a statement of decision that will be binding upon the parties. The referee shall issue a single statement of decision at the close of the reference proceeding, which shall dispose of all of the claims of the parties that are the subject of the reference. The parties hereto expressly reserve the right to contest the statement of decision and to appeal from any judgment or appealable order entered by the Superior Court or any other court based on such statement of decision. The parties hereto expressly reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding subject to this Section 10.9.

(e) In the event that the enabling legislation that provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure described in this Section 10.9 will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge of the Superior Court, in accordance with the California Arbitration Act, Sections 1280 through 1294.2 of the CCP. The limitations with respect to discovery as set forth hereinabove shall apply to any such arbitration proceeding.

(f) THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE NOT SUBJECT TO THE REFERENCE OR ARBITRATION PROCEDURES SET FORTH HEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWER, THE AGENT, THE COLLATERAL AGENT AND THE BANKS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS RELATED THERETO. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Agent, the Collateral Agent, the Banks and the Borrower each acknowledge that this waiver is a material inducement to enter into a business relationship, that each has already relied on the waiver in entering into this Agreement and the other Transaction Documents, and that each will continue to rely on the waiver in their related future dealings. The Agent, the Collateral Agent, the Banks and the Borrower further warrant and represent that each has reviewed this waiver with its legal counsel, and that each, knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING

THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER TRANSACTION DOCUMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(g) To the extent not addressed by the preceding provisions of this Section 10.9, any legal action or proceeding against the Borrower with respect to this Agreement or any other Transaction Document may be brought in the courts of the State of California or of the United States for the Central District of California, and, by execution and delivery of this Agreement and the other Transaction Documents, the Borrower hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Borrower irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Borrower at its address set forth in Section 10.3, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of the Agent, the Collateral Agent any Bank or the holder of any Note to serve process in any other manner permitted by law or, subject to the preceding provisions of this Section 10.9, to commence legal proceedings or otherwise proceed against the Borrower in any other jurisdiction.

(h) The Borrower hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement or any other Transaction Document brought in the courts referred to in clause (g) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

10.10. Obligation to Make Payments in Dollars. The obligation of the

Borrower to make payment in Dollars of the principal of and interest on the Notes and any other amounts due hereunder or under any other Transaction Document to the Payment Account of the Agent as provided in Section 3.5 shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment, which is expressed in or converted into any currency other than Dollars, except to the extent such tender or recovery shall result in the actual receipt by the Agent at its Payment Account on behalf of the Banks or holders of the Notes of the full amount of Dollars expressed to be payable in respect of the principal of and interest on the Notes and all other amounts due hereunder or under any other Transaction Document. The obligation of the Borrower to make payments in Dollars as aforesaid shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Dollars of the amount, if any, by which such actual receipt shall fall short of the full amount of Dollars expressed to be payable in respect of the principal of and interest on the Notes and any other amounts due under any other Transaction Document, and shall not be affected by judgment being obtained for any other sums due under this Agreement or under any other Transaction Document.

10.11. Counterparts; Faxed Signature. This Agreement may be executed

in any number of counterparts and by the different parties hereto on separate counterparts, each of

which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Agent. This Agreement may be executed by facsimile signature and each such signature shall be treated in all respects as having the same effect as an original signature.

10.12. Amendment or Waiver. Neither this Agreement nor any other

Transaction Document nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the Required Banks and the Agent; provided, however, that

no such change, waiver, discharge or termination shall, without the consent of each Bank, (i) extend any scheduled payment date or the final maturity of any Loan or Note, or reduce the rate or extend the time of payment of interest or fees thereon, or reduce the principal amount thereof, or increase the Commitment of any Bank over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default or of a mandatory reduction in the Total Commitment shall not constitute a change in the terms of any Commitment Obligation of any Bank), (ii) release any Collateral under any Security Document except as shall be otherwise provided in any Transaction Document, (iii) amend, modify or waive any provision of this Section 10.12 or Section 9.6, 10.1, 10.2, 10.4, 10.7 or 10.8(b), (iv) reduce the percentage specified in the definition of Required Banks or (v) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement.

10.13. Severability. In case any provision in or obligation under

this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

10.14. Survival. All indemnities set forth herein including, without

limitation, in Sections 2.10, 2.11, 3.6, 9.6 and 10.1 shall survive the execution and delivery of this Agreement and the Notes and the making and repayment of the Loans.

10.15. Domicile of Loans. Each Bank may transfer and carry its Loans

at, to or for the account of any office, Subsidiary or Affiliate of such Bank.

10.16 Effectiveness. This Agreement shall become effective on the

date (the "Effective Date") on which the Borrower and each of the Banks shall

have signed a copy hereof (whether the same or different copies) and shall have delivered the same to the Agent at its Notice Office or, in the case of the Banks, shall have given to the Agent telephone (confirmed in writing), written or telex notice (actually received) at such office that the same has been signed and mailed to it. The Agent will give the Borrower and each Bank prompt written notice of the occurrence of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

WIRELESS FACILITIES, INC.

By:

Name: _____

Title: _____

IMPERIAL BANK,
as Agent, Collateral Agent, Documentation
Agent, and a Bank

By: _____

Name: _____

Title: _____

SCHEDULE 1
TO CREDIT AGREEMENT

| Name of Bank ----- | COMMITMENTS ----- | Commitment ----- |
|-----------------------|----------------------|---------------------|
| Imperial Bank | | \$10,000,000 |
| Total | | \$10,000,000 |

SCHEDULE 2
TO CREDIT AGREEMENT

APPLICABLE LENDING OFFICES

| Bank | Base Rate Lending Office | LIBOR Lender Office |
|---------------|--|--|
| Imperial Bank | Imperial Bank 701 B Street, Suite 600 San Diego, CA 92101 Attention: Michael Berrier Telephone: (619) 338-1512 Telecopier: (619) 234-2234 | Imperial Bank 701 B Street, Suite 600 San Diego, CA 92101 Attention: Michael Berrier Telephone: (619) 338-1512 Telecopier: (619) 234-2234 |

SCHEDULE 3
TO CREDIT AGREEMENT

SECURITY DOCUMENTS

1. Security Agreement to be executed by the Borrower.
2. California UCC-1 Financing Statement to be executed by the Borrower.

SCHEDULE 4
TO CREDIT AGREEMENT

INVESTMENTS

[Included in Definition of Permitted Investments]

| Investment | Balance at 6/30/99 | Percentage Owned |
|--|--------------------|------------------|
| Hybrid Path Communications LLC | \$ 95,459 | 18% - 251 Shares |
| WFI de Mexico, S. de R.L. de C.V. | Consolidated | 88% |
| Wireless Facilities Latin America Ltda | Consolidated | 100% |
| Wireless Facilities, Inc./ENTEL | Consolidated | 100% |

SCHEDULE 5
TO CREDIT AGREEMENT

SECURITIES CONVERTIBLE INTO OR
EXCHANGEABLE FOR CAPITAL STOCK

[Section 5.11]

| | |
|--------------------------------------|--|
| Stock Options held by Employees | 5,192,997 options to purchase common stock in total |
| ----- | |
| Scot Jarvis | 450,000 Common |
| ----- | ----- |
| Scott Anderson | 450,000 Common |
| ----- | ----- |
| Farzad Ghassemi | 138,219 Common |
| ----- | ----- |
| Peter Ghassemi | 102,162 Common |
| ----- | ----- |
| Daria Chaisson | 2040 Common |
| ----- | ----- |
| Erroll Chaisson | 1960 Common |
| ----- | ----- |
| Oak Investment Partners VIII, LP | 4,067,847 Series A Preferred 2,279,090 Series B Preferred |
| ----- | ----- |
| Oak VIII Affiliates Fund, LP | 78,786 Series A Preferred 44,141 Series B Preferred |
| ----- | ----- |
| Worldview Technology Partners, I, LP | 488,622 Series A Preferred 273,761 Series B Preferred |
| ----- | ----- |
| Worldview International I, LP | 190,443 Series A Preferred 106,700 Series B Preferred |
| ----- | ----- |
| Worldview Strategic Partners, I, LP | 42,090 Series A Preferred 23,581 Series B Preferred |
| ----- | ----- |
| Fred Warren | 120,192 Common |
| ----- | ----- |
| Stanford University | 60,096 Common |
| ----- | ----- |

SCHEDULE 6
TO CREDIT AGREEMENT

INDEBTEDNESS

[Section 5.12(a)]

(All Indebtedness of the Borrower)

Part A and Part B:

| Creditor | 6/30/99 Balance |
|--|-----------------|
| BCI | \$ 867,257.00 |
| Entel Shareholders: | |
| Gerald T. Vento | 1,493,604.15 |
| John T. Vento | 341,121.46 |
| Thomas H. Sullivan | 485,254.57 |
| Media / Communications Partners II Ltd. | 231,916.33 |
| Muhammad H. Khan | 123,990.30 |
| Darlush Alipanah | 161,053.09 |
| Margaret Ruggieri | 161,053.09 |
| John McGrath | 32,210.49 |
| Media Communications Investors Ltd. | 9,662.73 |
| Union Bank (\$3 Million line of credit) | 0.00 |
| Wireless Facilities, Inc. Shareholders | |
| Masood Tayebi | 2,605,263.16 |
| Massih Tayebi | 2,315,789.47 |
| Sean Tayebi | 578,947.37 |
| Willtel Financial Services (phone lease) | 5,450.00 |

SCHEDULE 7
TO CREDIT AGREEMENT

LIENS

[Section 5.12(b)]

PART A

- 1. California UCC Financing Statements.

| Identification No.: | Secured Party: | Date Filed: |
|---------------------|---|-------------|
| ----- | ----- | ----- |
| 9811260359 | Union Bank of California, N.A. P. O. Box 30115 Los Angeles, CA 90030-0115 AT&T (Lucent Phone System Lease) Konica Copier (Copier Lease) [NAME OF CREDITOR] (Automotive Lease) [NAME OF CREDITOR] (Automotive Lease) | 4/21/98 |

PART B

- 1. California UCC Financing Statements.

| Identification No.: | Secured Party: | Date Filed: |
|---------------------|---|-------------|
| ----- | ----- | ----- |
| | AT&T (Lucent Phone System Konica Copier (Copier Lease) [NAME OF CREDITOR] (Automotive Lease) [NAME OF CREDITOR] (Automotive Lease) | |

SCHEDULE 8
TO CREDIT AGREEMENT

INSURANCE

[Section 5.12(c)]

Attached Description of Insurance Coverage.

SCHEDULE 9
TO CREDIT AGREEMENT

LEASED REAL
PROPERTY

[Section 5.12 (d)]

ADDRESS

LANDLORD

Address
- -----

Landlord

San Diego Tech Center
9605 Scranton Road, Suite 102
San Diego, CA 92121
(858) 542-7900

[_____]

GTE Government Systems
15000 Conference Center Drive
Chantilly, VA 20151-3808

[_____]

Needleman Management Co.
1060 N. Kings Highway, Suite 250
Cherry Hill, NJ 08034

[_____]

Coles Hill
432A Coles Road
Blackwood, NJ 08012
(609) 228-3761

[_____]

DDS Rental Account
125 Thunderbird Ct.
Novato, CA 94949
(415) 382-0714

[_____]

SCHEDULE 10
TO CREDIT AGREEMENT

SUBSIDIARIES
[Section 5.19]

Wireless Facilities, Inc./Entel, a Delaware corporation
WFI de Mexico, S. de R.L. de C.V., a Mexican corporation
Wireless Facilities Latin America, Ltda, a Brazilian commercial limited
liability company

NOTICE OF BORROWING

[Date]

Imperial Bank, as Agent
for the Banks parties to
the Credit Agreement
referred to below

Imperial Bank
9920 S. La Cienega Blvd.
14/th/ Floor
Inglewood, CA 90301

Attention: Judy Varner

Ladies and Gentlemen:

The undersigned, Wireless Facilites, Inc., refers to the Credit Agreement, dated as of August 17, 1999 (as amended from time to time, the "Credit Agreement," the terms defined therein being used herein as therein

defined), among the undersigned, certain Banks parties thereto and you, as Agent and Collateral Agent for such Banks, and hereby gives you notice, irrevocably, pursuant to Section 2.3 of the Credit Agreement, that the undersigned hereby requests a Borrowing under the Credit Agreement, and in that connection sets forth below the information relating to such Borrowing (the "Proposed

Borrowing") as required by Section 2.3 of the Credit Agreement:

(i) The Business Day of the Proposed Borrowing is [____],
[__].

(ii) The aggregate principal amount of the Proposed Borrowing is
\$[_____].

(iii) The Proposed Borrowing is to consist of [Base Rate Loans]
[LIBOR Loans].

/1/[(iv) The initial Interest Period for the Proposed Borrowing is
[__] months.]

/1/ To be included for a Proposed Borrowing of LIBOR Loans.

[(iv)] [(v)] Following the Proposed Borrowing, the total number of Borrowings of LIBOR Loans will be [____].

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) the representations and warranties contained in Section 6 of the Credit Agreement are correct, before and after giving effect to the Proposed Borrowing and to the application of the proceeds thereof, as though made on and as of such date (except to the extent that a representation and warranty speaks specifically of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date);

(B) no Default or Event of Default has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds thereof; and

(C) the aggregate principal amount of Loans outstanding does not, and the aggregate principal amount of Loans outstanding after giving effect to the Proposed Borrowing will not, exceed the Borrowing Base.

WIRELESS FACILITIES, INC.

By _____
Name: _____
Title: _____

cc: Imperial Bank
701 B Street, Suite 600
Attention: Mike Berrier

Imperial Bank
9920 S. La Cienega Boulevard
14/th/ Floor
Inglewood, CA 90301
Attention: F. Glen Harvey

NOTE

[_____]

\$_____, California
[_____] , 19[__]

FOR VALUE RECEIVED, WIRELESS FACILITIES, INC., a corporation organized and existing under the laws of Delaware (the "Borrower"), hereby promises to pay

to the order of [_____] (the "Bank"), for the account

of its Applicable Lending Office (as defined in the Credit Agreement referred to below), in lawful money of the United States of America in immediately available funds, at the office of Imperial Bank (the "Agent") located at 9920 South La

Cienega Blvd., 14/th/ Floor, Inglewood, CA 90301-4423 on the Loan Maturity Date (as defined in the Credit Agreement) the principal sum of [_____] United States dollars (\$[____]) or, if less, the unpaid principal amount of all Loans (as defined in the Credit Agreement) made by the Bank pursuant to the Agreement.

The Borrower promises also to pay interest on the unpaid principal amount of each Loan in like money at said office from the date such Loan is made until paid at the rates and at the times provided in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, dated as of August 17, 1999, among the Borrower, the Bank, the other financial institutions party thereto and the Agent (as from time to time in effect, the "Credit Agreement") and is entitled to the benefits thereof. This Note is

secured by the Security Documents (as defined in the Credit Agreement). As provided in the Credit Agreement, this Note is subject to voluntary and mandatory prepayment, in whole or in part, and Loans may be converted from one Type (as defined in the Credit Agreement) into another Type to the extent provided in the Credit Agreement.

In case an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the principal of and accrued interest on this Note may be declared to be due and payable in the manner and with the effect provided in the Credit Agreement.

The Borrower hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

WIRELESS FACILITIES, INC.

By _____
Name: _____
Title: _____

NOTICE OF CONVERSION

[Date]

Imperial Bank, as Agent
for the Banks parties to
the Credit Agreement
referred to below

Imperial Bank
9920 S. La Cienega Blvd.
14/th/ Floor
Inglewood, CA 90301

Attention: Judy Varner

Ladies and Gentlemen:

The undersigned, Wireless Facilities, Inc., refers to the Credit Agreement, dated as of August 17, 1999 (as amended from time to time, the "Credit Agreement," the terms defined therein being used herein as therein

defined), among the undersigned, certain Banks parties thereto and you, as Agent and Collateral Agent for such Banks, and hereby gives you notice, irrevocably, pursuant to Section 2.6 of the Credit Agreement, that the undersigned hereby requests a conversion of Loans under the Credit Agreement, and in that connection sets forth below the information relating to such conversion (the "Proposed Conversion") as required by Section 2.6 of the Credit Agreement:

(i) The Business Day of the Proposed Conversion is [____],
[__].

(ii) The aggregate principal amount of the Proposed Conversion is
\$[_____].

(iii) The Loans (or portions thereof) to be converted (the "Converted

Loans") are [Base Rate] [LIBOR] Loans made pursuant to a Borrowing made on

[____], [__].

(iv) Following the Proposed Conversion, the Converted Loans will be [Base Rate] [LIBOR] Loans *[, and, if the Converted Loans are to be LIBOR Loans, the initial Interest Period applicable thereto is [__] months.]

(v) Following the Proposed Conversion, the total number of Borrowings of LIBOR Loans will be [__] and the aggregate principal amount of each such Borrowing will equal or be greater than \$[_____].

The undersigned hereby certifies that no Default or Event of Default has occurred and is continuing, or would result from the Proposed Conversion.

WIRELESS FACILITIES, INC.

By _____
Name: _____
Title: _____

cc: Imperial Bank
701 B Street, Suite 600
San Diego, CA 92101
Attention: Mike Berrier

Imperial Bank
9920 S. La Cienega Blvd.
14/th/ Floor
Inglewood, CA 90301
Attention: F. Glen Harvey

* To be included if Base Rate Loans (or portions thereof) are being converted to LIBOR Loans.

NOTICE OF CONTINUATION

[Date]

Imperial Bank, as Agent
for the Banks parties to
the Credit Agreement
referred to below

Imperial Bank
9920 S. La Cienega Blvd.
14/th/ Floor
Inglewood, CA 90301
Attention: Judy Varner

Ladies and Gentlemen:

The undersigned, Wireless Facilities, Inc., refers to the Credit Agreement, dated as of August 17, 1999 (as amended from time to time, the "Credit Agreement," the terms defined therein being used herein as therein

defined), among the undersigned, certain Banks parties thereto and you, as Agent and Collateral Agent for such Banks, and hereby gives you notice, irrevocably, pursuant to Section 2.6 of the Credit Agreement, that the undersigned hereby requests a continuation of LIBOR Loans under the Credit Agreement, and in that connection sets forth below the information relating to such continuation (the "Proposed Continuation") as required by Section 2.6 of the Credit Agreement:

(i) The Business Day of the Proposed Continuation is [____],
[__].

(ii) The aggregate principal amount of the Proposed Continuation is
\$[_____].

(iii) The LIBOR Loans (or portions thereof) to be continued as LIBOR Loans (the "Continued Loans") were made pursuant to a Borrowing made on

[____], [__].

(iv) The Interest Period for the Continued Loans is [__] months.

(iv) Following the Proposed Continuation, the total number of Borrowings of LIBOR Loans will be [__] and the aggregate principal amount of each such Borrowing will equal or be greater than \$[_____].

The undersigned hereby certifies that no Default or Event of Default has occurred and is continuing, or would result from the Proposed Continuation.

WIRELESS FACILITIES, INC.

By _____
Name: _____
Title: _____

cc: Imperial Bank
701 B Street, Suite 600
San Diego, CA 92101
Attention: Mike Berrier

Imperial Bank
9920 S. La Cienega Boulevard
14/th/ Floor
Inglewood, CA 90301
Attention: F. Glen Harvey

Exhibit D Page 2

EXTENSION REQUEST

[Date]

Imperial Bank, as Agent
for the Banks parties to
the Credit Agreement
referred to below

Imperial Bank
701 B Street, Suite 600
San Diego, CA 92101
Attn.: Mike Berrier

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of August 17,
1999, among the undersigned, the Banks named therein, Imperial Bank, as Agent,
Collateral Agent and Documentation Agent (as the same may be amended,
supplemented or otherwise modified from time to time, the "Credit Agreement").

Terms defined in the Credit Agreement and used herein shall have the meanings
given to them in the Credit Agreement.

The undersigned hereby represents and warrants that no Event of
Default has occurred or is continuing.

This is an Extension Request pursuant to Section 2.12 of the Credit
Agreement requesting an extension of the Loan Maturity Date from [_____] to [_____]. Please transmit a copy of this Extension Request to each of the Banks.

WIRELESS FACILITIES, INC.

By _____
Name: _____
Title: _____

cc: Imperial Bank
9920 S. La Cienega Blvd.
14/th/ Floor
Inglewood, CA 90301

Attention: F. Glen Harvey

WIRELESS FACILITIES, INC.

OFFICER'S CERTIFICATE

I, the undersigned, [President] [Vice President], of WIRELESS FACILITIES, INC. a corporation organized and existing under the laws of Delaware (the "Borrower"), DO HEREBY CERTIFY that:

1. This Certificate is furnished pursuant to Section 4.1(b) of the Credit Agreement, dated as of August 17, 1999, among the Borrower, the Banks party thereto and Imperial Bank, as Agent, Collateral Agent and Documentation Agent (such Credit Agreement, as in effect on the date of this Certificate, being herein called the "Credit Agreement"). Unless

otherwise defined herein capitalized terms used in this Certificate have the meanings assigned to those terms in the Credit Agreement.

2. The persons named below have been duly elected, have duly qualified as and at all times since August 1, 1999 (to and including date hereof) have been officers of the Borrower, holding the respective offices below set opposite their names, and the signatures below set opposite their names are their genuine signatures.

| Name/1/ ----- | Office ----- | Signature ----- |
|------------------|-----------------|--------------------|
| [_____] | [_____] | [_____] |
| [_____] | [_____] | [_____] |

3. Attached hereto as Exhibit A is a copy of the Articles of Incorporation of the Borrower as filed in the Office of the Delaware Secretary of State on [_____], together with all amendments thereto adopted through the date hereof.

4. Attached hereto as Exhibit B is a true and correct copy of the Bylaws of the Borrower as in effect on the date the resolutions described in paragraph 5 below were adopted, together with all amendments thereto adopted through the date hereof.

5. Attached hereto as Exhibit C is a true and correct copy of resolutions duly adopted by the Board of Directors of the Borrower by unanimous written consent, which resolutions have not been revoked, modified, amended or rescinded and are still in full

/1/ Include name, office and signature of each officer who will sign any Credit Document, including the officer who will sign the certification at the end of this certificate.

force and effect. Except as attached hereto as Exhibit C, no resolutions have been adopted by the Board of Directors of the Borrower which deal with the execution, delivery or performance of any of the Credit Documents.

6. On the date hereof, the representations and warranties contained in Section 5 of the Credit Agreement are true and correct, both before and after giving effect to each Borrowing to be incurred on the date hereof and the application of the proceeds thereof.

7. On the date hereof, no Default or Event of Default has occurred and is continuing or would result from the Borrowings to be incurred on the date hereof or from the application of the proceeds thereof.

8. I know of no proceeding for the dissolution or liquidation of the Borrower or threatening its existence.

IN WITNESS WHEREOF, I have hereunto set my hand this [____] day of August, 1999.

WIRELESS FACILITIES, INC.

By _____
Name:
Title:

WIRELESS FACILITIES, INC.

SECRETARY'S CERTIFICATE

I, the undersigned, Secretary of WIRELESS FACILITIES, INC., DO HEREBY CERTIFY that:

1. [Insert name of Person making the above certifications] is the duly elected and qualified [_____] of the Borrower and the signature on the attached Officer's Certificate is [his][her] genuine signature.

2. The certifications made by [name] in items 2, 3, 4 and 5 on the attached Officer's Certificate are true and correct.

3. I know of no proceeding for the dissolution or liquidation of the Borrower or threatening its existence.

IN WITNESS WHEREOF, I have hereunto set my hand this [____] day of August, 1999.

WIRELESS FACILITIES, INC.

By _____
Name: _____
Title: Secretary

[SUBSIDIARY]

OFFICER'S CERTIFICATE

I, the undersigned, [President] [Vice President], of [SUBSIDIARY NAME] (the "Subsidiary"), DO HEREBY CERTIFY that:

1. This Certificate is furnished pursuant to Section 4.1(b) of the Credit Agreement, dated as of August 17, 1999, among WIRELESS FACILITIES, INC. (the "Borrower,") the Banks party thereto and Imperial Bank, as Agent, Collateral Agent and Documentation Agent (such Credit Agreement, as in effect on the date of this Certificate, being herein called the "Credit Agreement"). Unless otherwise defined herein capitalized terms used in this Certificate have the meanings assigned to those terms in the Credit Agreement.

2. The persons named below have been duly elected, have duly qualified as and at all times since August 1, 1999 (to and including date hereof) have been officers of the Subsidiary, holding the respective offices below set opposite their names, and the signatures below set opposite their names are their genuine signatures.

| Name/1/ ----- | Office ----- | Signature ----- |
|------------------|-----------------|--------------------|
| [_____] | [_____] | [_____] |
| [_____] | [_____] | [_____] |

3. Attached hereto as Exhibit A is a copy of the [documents establishing] the Subsidiary as filed in the [jurisdiction of its establishment] on [date], together with all amendments thereto adopted through the date hereof.

4. Attached hereto as Exhibit B is a true and correct copy of the [Bylaws] of the Borrower as in effect on the date the resolutions described in paragraph 5 below were adopted, together with all amendments thereto adopted through the date hereof.

5. Attached hereto as Exhibit C is a true and correct copy of resolutions duly adopted by the Board of Directors of the Borrower by unanimous written consent, which resolutions have not been revoked, modified, amended or rescinded and are still in full

/1/ Include name, office and signature of each officer who will sign any Credit Document, including the officer who will sign the certification at the end of this certificate.

force and effect. Except as attached hereto as Exhibit C, no resolutions have been adopted by the Board of Directors of the Borrower which deal with the execution, delivery or performance of any of the Credit Documents.

6. On the date hereof, the representations and warranties contained in Section 5 of the Credit Agreement are true and correct, both before and after giving effect to each Borrowing to be incurred on the date hereof and the application of the proceeds thereof.

7. On the date hereof, no Default or Event of Default has occurred and is continuing or would result from the Borrowings to be incurred on the date hereof or from the application of the proceeds thereof.

8. I know of no proceeding for the dissolution or liquidation of the Borrower or threatening its existence.

IN WITNESS WHEREOF, I have hereunto set my hand this [____] day of August, 1999.

[SUBSIDIARY NAME]

By _____
Name:
Title:

[SUBSIDIARY NAME]

SECRETARY'S CERTIFICATE

I, the undersigned, Secretary of [SUBSIDIARY NAME], DO HEREBY CERTIFY that:

1. [Insert name of Person making the above certifications] is the duly elected and qualified [_____] of the Subsidiary and the signature on the attached Officer's Certificate is [his][her] genuine signature.
2. The certifications made by [name] in items 2, 3, 4 and 5 on the attached Officer's Certificate are true and correct.
3. I know of no proceeding for the dissolution or liquidation of the Subsidiary or threatening its existence.

IN WITNESS WHEREOF, I have hereunto set my hand this [____] day of August, 1999.

[SUBSIDIARY NAME]

By _____
Name: _____
Title: Secretary

LANDLORD'S CONSENT

[Date]

[Landlord]

Gentleman/Ladies:

As you may be aware, Wireless Facilities, Inc. (the "Tenant") under

that certain [insert description of the Lease] (as amended, modified or
supplemented from time to time, the "Lease") of the premises commonly known as

[_____] , [_____] , CA [_____] (the "Premises"), has entered into that

certain Credit Agreement, dated as of August 17, 1999 (as amended, modified or
supplemented from time to time, the "Credit Agreement"), among the Tenant, the

banks described therein (the "Banks") and Imperial Bank in its capacity as agent

(in such capacity, together with its successors, the "Agent") and collateral
agent (in such capacity, together with its successors, the "Collateral Agent")
on behalf the Banks].

To secure its obligations to the Agent, the Collateral Agent and the Banks under
the [Credit Agreement] [Guaranty], the Tenant has entered into a Security
Agreement, dated as of [_____] , 1999 (as amended, modified or supplemented
from time to time, the "Security Agreement"), with the Collateral Agent,
pursuant to which the Tenant has granted the Collateral Agent a security
interest over certain collateral more particularly described therein, including,
without limitation, its contract rights (including its rights under the Lease),
its inventory and its equipment (collectively, the "Collateral").

In order to advance funds to the Tenant under the Credit Agreement,
the Collateral Agent needs the following assurances from you:

- (1) You consent to the granting of the security interest in the Lease
to the Collateral Agent;
- (2) You will send the Collateral Agent at its office located at 701 B
Street, Suite 600, San Diego, CA 92101, Attention: Mike Berrier (or such
other address as the Collateral Agent provides you in writing) a copy of
any notice of default under (or termination of) the Lease (each, a "Default

Notice") and allow the Collateral Agent an additional period of time equal

to the grace period already permitted under the Lease in order to cure any
such default;
- (3) You will permit the Collateral Agent to cure any default under
the Lease if the Tenant fails to do so, and, further, you will permit the
Collateral Agent to assume all

of the Tenant's rights and obligations under the Lease, including, without limitation, the right to enter and possess the leased premises and, subject to the terms of the Lease, assign the Lease or sublet the leased premises at some future date;

(4) You will apply any sums of money paid to you by the Collateral Agent only to debts owing under the Lease as described in the Default Notice, and not to set off such sums against other debts owed to you by the Tenant; and

(5) You consent to the granting of a security interest in all of the personal property of the Tenant located now or in the future on the Premises (the "Personal Property"), including any part of the Personal

Property that is now or is hereafter located or installed on or affixed to the Premises or that is or may be deemed to be "fixtures" within the meaning of Section 9313(1)(a) of the California Commercial Code. You agree that all of the Personal Property, whether or not affixed to or located or installed on the Premises, constitutes and shall remain personal property and shall not become installed or located on or affixed to the Premises or any other real estate. You hereby expressly waive and disclaim to the fullest extent allowed by applicable law all right, title and interest in or to any and all of the Personal Property. You further agree that the Collateral Agent or its representatives may enter upon the Premises for the purpose of detaching, removing, repossessing and otherwise exercising any or all of its or their rights or remedies with respect to the Personal Property without interference by, or liability, accountability or reimbursement to, you or any other person or entity claiming through or as a successor to or on behalf of you.

If you are in agreement with the terms of this letter, we would appreciate your signing the enclosed copies of this letter and returning one to us and one to the Collateral Agent in the enclosed envelopes at your earliest convenience.

Thank you for your assistance in this matter.

IMPERIAL BANK,
Secured Party

By: _____
Title: _____

AGREED TO AND ACCEPTED BY:

[LANDLORD]

By: _____
Title: _____

Date: _____

Exhibit H Page 3

COLLATERAL DESCRIPTION

(1) All Contracts of Debtor, (2) all Inventory of Debtor; (3) all Equipment of Debtor; (4) all computer programs of the Debtor and all proprietary information of the Debtor; (5) all other Goods, General Intangibles, Chattel Paper, Documents, Instruments and Investment Property of Debtor; and (6) all Proceeds and products of any and all of the foregoing.

Capitalized terms used in this Collateral Description shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"California UCC" shall mean the Uniform Commercial Code of the State of California.

"Chattel Paper" shall mean, as of any date of determination, "chattel paper" as such term is defined in the California UCC as in effect on such date.

"Contracts" shall mean all contracts and agreements between the Debtor and one or more additional parties.

"Documents" shall mean, as of any date of determination, "documents" as such term is defined in the California UCC as in effect on such date.

"Equipment" shall mean, as of any date of determination, "equipment" as such term is defined in the California UCC as in effect on such date, now or hereafter owned by Debtor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, fixtures and vehicles now or hereafter owned by the Debtor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall mean, as of any date of determination, "general intangibles" as such term is defined in the California UCC as in effect on such date.

"Goods" shall mean, as of any date of determination, "goods" as such term is defined in the California UCC as in effect on such date.

"Instrument" shall mean, as of any date of determination, "instrument" as such term is defined in the California UCC as in effect on such date.

"Inventory" shall mean, as of any date of determination, "inventory" as such term is defined in the California UCC as in effect on such date, now or hereafter owned by Debtor and, in any event, shall include, but shall not be limited to, all raw materials, work-in-process, and finished inventory of the Debtor of every type or description and all documents of title covering such inventory.

"Investment Property" shall mean, as of any date of determination, "investment property" as such term is defined in the California UCC as in effect on such date.

"Proceeds" shall mean, as of any date of determination, "proceeds" as such term is defined in the California UCC as in effect on such date.

Exhibit H Page 5

COMPLIANCE CERTIFICATE

[Date]

Imperial Bank, as Agent
for the Banks parties to
the Credit Agreement
referred to below

Imperial Bank
9920 S. La Cienega Boulevard
14/th/ Floor
Inglewood, CA 90301
Attention: Carrie V. Paul

Ladies and Gentlemen:

I, the undersigned, Authorized Representative of Wireless Facilities, Inc., a Delaware corporation (the "Borrower"), pursuant to Section 6.1(e) of the

Credit Agreement, dated as of August 17, 1999, by and among the Borrower, the Banks party thereto and Imperial Bank, as Agent and Collateral Agent (such Credit Agreement, as in effect on the date of this Compliance Certificate, being herein called the "Credit Agreement;" unless otherwise defined herein

capitalized terms used in this Compliance Certificate have the meanings assigned to those terms in the Credit Agreement), have attached hereto the quarterly financial statements of the Borrower for the Fiscal Quarter ended [____], [___] (the "Test Date"), and DO HEREBY CERTIFY that the Borrower

[is] [is not] in compliance with the Financial Covenants according to the following calculations:

/1/[A. Capital Expenditures:

-
- | | |
|--|-----------|
| (1) Capital expenditures made during Fiscal Year | \$[_____] |
| (2) Excess (deficit) of \$1,000,000 over (1) | \$[_____] |

[A.][B.] Trading Ratio:

-
- | | |
|--|-----------|
| (1) Cash at Test Date | \$[_____] |
| (2) Clause (ii) Permitted Investments at Test Date | \$[_____] |

/1/ To be included if the Test Date is the last day of a Fiscal Year.

| | | |
|--|------------|--------------|
| (3) Inventory at Test Date | \$ [_____] | |
| (4) Accounts at Test Date | \$ [_____] | |
| (5) Total of (1) through (4) | | \$ [_____] |
| (6) accounts payable at Test Date | \$ [_____] | |
| (7) Amounts owed under Credit Agreement at Test Date | \$ [_____] | |
| (8) operational accruals at Test Date | \$ [_____] | |
| (9) Total of (6) through (8) | | \$ [_____] |
| (10) Actual Ratio ((5) to (9)) | | [_____]:1.00 |
| (11) Covenant Ratio | | 1.25:1.00 |
| (12) (10) is [less] [greater] than (11) | | |

[B.][C.] Net worth:

| | | |
|--|------------|------------|
| (1) Net Worth at Test Date | \$ [_____] | |
| (2) Subordinated Debt at Test Date | \$ [_____] | |
| (3) Total of (1) and (2) | | \$ [_____] |
| (4) Aggregate Net Income for each fiscal quarter including the quarter ending June 30, 1999 through Test Date/2/ | \$ [_____] | |
| (5) Net Proceeds of Capital Stock issued during fiscal quarter ending June 30, 1999 through Test Date | \$ [_____] | |
| (6) Covenant Amount (\$20,000,000 plus 50% of (2) plus 75% of (3)) | | \$ [_____] |
| (7) Excess (deficit) of (1) over (4) | | \$ [_____] |

[C.][D.] Profitability:

| | |
|---|------------|
| (1) Net Income for quarter ended on Test Date | \$ [_____] |
|---|------------|

/2/ Net Income for any fiscal quarter less than \$0.00 shall be calculated as \$0.00.

| | | |
|--|--|-----------------|
| (2) Covenant Amount | | \$ 750,000.00 |
| (3) (1) is [greater] [less] than (2) | | |
| ----- | | |
| (4) Net Income for two quarters ended on Test Date | | \$[] |
| (5) (4) times 0.5 | | \$[] |
| (6) Covenant Amount | | \$ 1,000,000.00 |
| (7) (5) is [greater] [less] than (6) | | |

[D.][E.] Debt to Net Worth:

| | | |
|--------------------------------------|-------|--------|
| (1) Indebtedness on Test Date | \$[] | |
| (2) Subordinated Debt on Test Date | \$[] | |
| (3) (1) minus (2) | | \$[] |
| (4) Net Worth on Test Date | \$[] | |
| (5) (4) plus (2) | | \$[] |
| (6) Actual Ratio ((3) to (5)) | | []:1 |
| (7) Covenant Ratio | | 1.75:1 |
| (8) (6) is [less] [greater] than (7) | | |

[E.][F.] Working Capital:

| | | |
|--------------------------------------|--|-----------------|
| (1) Working Capital on Test Date | | \$[] |
| (2) Covenant Amount | | \$20,000,000.00 |
| (3) (1) is [greater] [less] than (2) | | |

IN WITNESS WHEREOF, I have hereunto set my hand this [] day of [], [].

WIRELESS FACILITIES, INC.

Exhibit I Page 3

By _____
Name: _____
Title: _____

cc: Imperial Bank
701 B Street, Suite 600
San Diego, CA 92101
Attention: Mike Berrier

ASSIGNMENT AND ACCEPTANCE

Reference is made to the Credit Agreement, dated as of August 17, 1999, by and among Wireless Facilities, Inc. (the "Borrower"), the Banks from

time to time party thereto and Imperial Bank, as Agent for such Banks (such Credit Agreement, as in effect on the date hereof and as it may be modified, supplemented or amended from time to time, the "Credit Agreement"). Unless

otherwise defined herein, capitalized terms used herein and defined in the Credit Agreement are used herein as so defined.

[] ("Assignor") and [] ("Assignee")

hereby make and enter into this assignment and acceptance agreement (this "Assignment and Acceptance") as of [], [].

1. The Assignor hereby sells and assigns to the Assignee without recourse and without representation or warranty (other than as expressly provided herein), and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations under the Credit Agreement which represents the percentage interest specified in Item 4 of Annex I (the "Assigned Share") of the Commitments and Loans under the Credit Agreement. After giving effect to such sale and assignment, the Assignee's Commitment and the outstanding principal balance of the Loans will be as set forth in Item 4 of Annex I.

2. The Assignor (a) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Guarantor, the Borrower or any of its Subsidiaries (the "Credit Parties") the performance or observance by any Credit Party of its obligations under the Credit Documents to which it is a party or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (b) agrees that it will, independently and without reliance upon the Agent, the Collateral Agent, the Assignor or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Documents; (c) appoints and authorizes the Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Credit Documents as are delegated to the Agent and the Collateral Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (d) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Bank.

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, an executed original hereof (together with all attachments) will be delivered to the Agent. Unless a later date is specified in Item 5 of Annex I hereto, this Assignment and Acceptance shall become effective on the first date on which each of the following conditions is satisfied: (a) this Assignment and Acceptance shall have been executed and delivered by the Assignor and Assignee and a fully executed original shall have been delivered to the Agent, (b) the consents described in 10.5(a) of the Credit Agreement shall have been obtained, and (c) the Agent shall have received the \$3,500 processing and recordation fee referred to in Section 10.5(a) of the Credit Agreement (such effective date or, so long as the conditions described above have been satisfied, such later date as specified in Item 5 of Annex I hereto (the "Settlement Date").

5. As of the Settlement Date, (a) the Assignee shall become a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance shall have the rights and obligations of a Bank thereunder and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights (other than any indemnities) and be released from its obligations under the Credit Documents.

6. It is agreed that the Assignee shall be entitled to all interest on the Assigned Share of the Loans at the rates specified in Item 6 of Annex I which accrue on and after the Settlement Date, such interest to be paid by the Agent directly to the Assignee. It is further agreed that all payments and prepayments of principal made on the Assigned Share of the Loans which occur on and after the Settlement Date will be paid directly by the Agent to the Assignee. Upon the Settlement Date, the Assignee shall pay to the Assignor an amount specified by the Assignor in writing which represents the Assigned Share of the principal amount of the Loans which are outstanding on the Settlement Date and which are being assigned hereunder. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Settlement Date directly between themselves on the Settlement Date .

7. THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[ASSIGNOR], as Assignor

By _____
Name: _____
Title: _____

[ASSIGNEE], as Assignee

By _____
Name: _____
Title: _____

Exhibit K Page 3

Acknowledged and Agreed this
[] day of [], []

IMPERIAL BANK, as Agent

By _____
Name: _____
Title: _____

*[WIRELESS FACILITIES, INC.]

By _____
Name: _____
Title: _____

* To be included unless an Event of Default has occurred and is continuing.

ANNEX I TO ASSIGNMENT AND ACCEPTANCE

1. Borrower: Wireless Facilities, Inc.

2. Name and Date of Credit Agreement:

Credit Agreement, dated as of August 17, 1999, by and among Wireless Facilities, Inc., the Banks from time to time party thereto, and Imperial Bank, as Agent and Collateral for such Banks.

3. Date of Assignment and Acceptance: [____], [____].

4. Amounts (as of date of item #3 above):

| | |
|---|------------|
| A. Total Commitment | \$ [_____] |
| B. Assigned Share of Total Commitment | [____]% |
| C. Amount of Assigned Share of Total Commitment | \$ [_____] |
| D. Aggregate Amount of Loans Outstanding | \$ [_____] |
| E. Assigned Share of Loans | [____]% |
| F. Amount of Assigned Share of Loans | \$ [_____] |

5. Settlement Date: [____], [____]

6. Rate(s) of Interest to the Assignee:

[As set forth in the Credit Agreement]

7. Assignee Notice Information:

[_____]

[_____]

[_____]

Attention: [_____]

Telephone: [_____]

Telecopier: [_____]

Reference: [_____]

8. Assignee Payment Instructions:

Base Rate Lending Office:

[_____]
[_____]

ABA # [_____]
Account Name: [_____]
Account # [_____]
Reference: [_____]

LIBOR Lending Office:

[_____]
[_____]

ABA # [_____]
Account Name: [_____]
Account # [_____]
Reference: [_____]

DOMESTIC SUBSIDIARY GUARANTY

SUBSIDIARY GUARANTY, dated as of August 17, 1999 (as modified, amended or supplemented from time to time, this "Guaranty"), made by [____], a [____] corporation (the "Guarantor"). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement (as hereinafter defined) shall be used herein as so defined.

W I T N E S S E T H :

WHEREAS, Wireless Facilities, Inc., a Delaware corporation (the "Borrower"), the Banks and Imperial Bank, as agent (the "Agent") and collateral agent (the "Collateral Agent"), have entered into a Credit Agreement, dated as of August 17, 1999 (as modified, supplemented or amended from time to time, the "Credit Agreement"), providing for the making of Loans as contemplated therein;

WHEREAS, the Guarantor is a Wholly-Owned Subsidiary of the Borrower;

WHEREAS, it is a condition to the making of Loans under the Credit Agreement that the Guarantor shall have executed and delivered this Guaranty; and

WHEREAS, the Guarantor will obtain benefits as a result of the Loans made to the Borrower under the Credit Agreement and, accordingly, desires to execute and deliver this Guaranty in order to satisfy the condition described in the preceding paragraph;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Guarantor, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby makes the following representations and warranties to the Banks and hereby covenants and agrees with the Agent, the Collateral Agent and each Bank as follows:

1. The Guarantor irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of the principal of and interest on any Note issued under the Credit Agreement and of all other obligations and liabilities (including, without limitation, indemnities, fees and interest thereon) of the Borrower now existing or hereafter incurred under, arising out of or in connection with the Credit Agreement or any other Credit Document and the due performance and compliance with the terms of the Credit Documents by the Borrower (all such principal, interest, obligations and liabilities, collectively, the "Guaranteed Obligations"). All payments by the Guarantor under this Guaranty shall be made on the same basis as payments by the Borrower under Sections 3.4 and 3.5 of the Credit Agreement.

2. The Guarantor hereby waives, to the fullest extent permitted by law:

(a) notice of acceptance of this Guaranty and notice of any liability to which it may apply;

(b) presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by the Agent, the Collateral Agent or any Bank against, and any other notice to, any party liable thereon (including such Guarantor or any other guarantor);

(c) all rights and benefits that the Guarantor may have, now or at any time hereafter under, and any defense, right of setoff, claim or counterclaim whatsoever (other than payment and performance in full of all of the Guaranteed Obligations) arising under, California Civil Code Sections 2809, 2810, 2815, 2819, 2820, 2821, 2839, 2845, 2847, 2848, 2849, 2850 and 2855, and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, and all successor sections; and

(d) all rights to require the Agent, the Collateral Agent or any Bank to marshal assets or to pursue any other remedy in the Agent's, the Collateral Agent's or any Bank's power.

3. The Agent, the Collateral Agent and any Bank may at any time and from time to time without the consent of, or notice to the Guarantor, without incurring responsibility to the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions and in whole or in part:

(a) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew or alter, any of the Guaranteed Obligations, any security therefor, or any liability incurred directly or indirectly in respect thereof, and the guaranty herein made shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset thereagainst;

(c) exercise or refrain from exercising any rights against the Borrower or others or otherwise act or refrain from acting;

(d) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrower to creditors of the Borrower other than the Banks and the Guarantor;

(e) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrower to the Agent, the Collateral Agent or the Banks regardless of what liabilities or liabilities of the Borrower remain unpaid;

(f) consent to or waive any breach of, or any act, omission or default under, any of the Credit Documents, or otherwise amend, modify or supplement any of the Credit Documents or any of such other instruments or agreements; and/or

(g) act or fail to act in any manner referred to in this Guaranty which may deprive the Guarantor of its right to subrogation against the Borrower to recover full indemnity for any payments made pursuant to this Guaranty.

4. The obligations of the Guarantor under this Guaranty are absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any action or inaction by the Agent, the Collateral Agent or any Bank as contemplated in Section 3 of this Guaranty; or (b) any invalidity, irregularity or unenforceability of all or part of the Guaranteed Obligations or of any security therefor. This Guaranty is a primary obligation of the Guarantor.

5. If and to the extent that the Guarantor makes any payment to the Agent, the Collateral Agent, any Bank or to any other Person pursuant to or in respect of this Guaranty, any claim which the Guarantor may have against the Borrower by reason thereof shall be subject and subordinate to the prior payment in full of the Guaranteed Obligations.

6. In order to induce the Banks to make the Loans pursuant to the Credit Agreement, the Guarantor makes the following representations, warranties and agreements:

(a) The Guarantor (i) is a duly organized and validly existing corporation in good standing under the laws of the jurisdiction of its incorporation, (ii) has the power and authority to own its property and assets and to transact the business in which it is engaged and (iii) is duly qualified as a foreign corporation and in good standing in each jurisdiction where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect. The Guarantor has no Subsidiaries.

(b) The Guarantor has the corporate power to execute, deliver and perform the terms and provisions of each of the Credit Documents to which it is party and has taken all necessary corporate action to authorize the execution, delivery and performance by it of each of such Credit Documents. The Guarantor has duly executed and delivered each of the Credit Documents to which it is party, and each of such Credit Documents constitutes or, in the case of each such other Credit Document when executed and delivered, will constitute, its legal, valid and binding obligation enforceable in accordance with its terms.

(c) Neither the execution, delivery or performance by the Guarantor of the Credit Documents to which it is a party, nor compliance by it with the terms and provisions thereof, (a) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality, (b) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or

imposition of (or the obligation to create or impose) any Lien (except pursuant to the Security Documents) upon any of the property or assets of the Guarantor pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other material agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound or to which it may be subject or (c) will violate any provision of the articles of incorporation or bylaws of the Guarantor.

(d) To the best knowledge of Guarantor, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the Closing Date), or exemption by, any governmental or public body or authority, or any subdivision thereof, or any other Person is required to authorize, or is required in connection with, (a) the execution, delivery and performance of any Credit Document to which the Guarantor is a party or (b) the legality, validity, binding effect or enforceability of any such Credit Document.

(e) There are no actions, suits or proceedings pending or, to the best knowledge of the Guarantor, threatened (i) with respect to any Credit Document or (ii) that could reasonably be expected to have a Material Adverse Effect.

(f) All factual information (taken as a whole) heretofore or contemporaneously furnished by or on behalf of the Guarantor in writing to any Bank (including, without limitation, all information contained herein) for purposes of or in connection with this Guaranty or any transaction contemplated herein is, and all other such factual information (taken as a whole) hereafter furnished by or on behalf of the Guarantor in writing to any Bank will be, true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any material fact necessary to make such information (taken as a whole) not misleading at such time in light of the circumstances under which such information was provided.

(g) The Guarantor has filed all tax returns required to be filed by it and has paid all income taxes payable by it which have become due pursuant to such tax returns and all other taxes and assessments payable by it which have become due, other than those not yet delinquent and except for those contested in good faith and for which adequate reserves have been established in accordance with GAAP and those for which the failure to do so would cause a Material Adverse Effect. The Guarantor has paid, or has provided adequate reserves (in the good faith judgment of the management of the Guarantor) for the payment of, all federal and state income taxes applicable for all prior fiscal years and for the current fiscal year to the date hereof.

(h) Each Plan is in substantial compliance with ERISA and the Code; no Reportable Event has occurred with respect to a Plan; no Plan is insolvent or in reorganization; no Plan has an Unfunded Current Liability, and no Plan has an accumulated or waived funding deficiency, has permitted decreases in its funding standard account or has applied for an extension of any amortization period within the meaning of Section 412 of the Code; none of the Guarantor or any ERISA Affiliate has

incurred any material liability to or on account of a Plan pursuant to Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or expects to incur any liability under any of the foregoing sections with respect to any such Plan; no proceedings have been instituted to terminate any Plan; no condition exists which presents a material risk to the Guarantor or any ERISA Affiliate of incurring a liability to or on account of a Plan pursuant to the foregoing provisions of ERISA and the Code; no Lien imposed under the Code or ERISA on the assets of the Guarantor or any ERISA Affiliate exists or is likely to arise on account of any Plan; and the Guarantor may terminate contributions to any other employee benefit plans maintained by it without incurring any material liability to any Person interested therein.

(i) As of the date hereof, the authorized capital stock of the Guarantor consists of [] common shares, with [] shares currently issued and outstanding, all of which are registered in the name of the Borrower. All such outstanding shares have been duly and validly issued, are fully paid and non-assessable. The Guarantor does not have outstanding any securities convertible into or exchangeable for its capital stock or outstanding any rights to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, its capital stock.

(j) To the best knowledge of the Guarantor, the Guarantor is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls), except such noncompliances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(k) To the best knowledge of the Guarantor, the Guarantor is not engaged in any unfair labor practice that could reasonably be expected to have a Material Adverse Effect. There is (i) no significant unfair labor practice complaint pending against the Guarantor or, to the best knowledge of the Guarantor, threatened against it, before the National Labor Relations Board, and no significant grievance or significant arbitration proceeding arising out of or under any collective bargaining agreement is so pending against the Guarantor or, to the best knowledge of the Guarantor, threatened against it, (ii) no significant strike, labor dispute, slowdown or stoppage pending against the Guarantor or, to the best knowledge of the Guarantor, threatened against it and (iii) to the best knowledge of the Guarantor, no union representation question existing with respect to the employees of the Guarantor and, to the best knowledge of the Guarantor, no union organizing activities are taking place, except (with respect to any matter specified in clause (i), (ii) or (iii) above, either individually or in the aggregate) could not reasonably be expected to have a Material Adverse Effect.

(l) To the best knowledge of the Guarantor, the Guarantor owns all the patents, trademarks, permits, service marks, trade names, copyrights, licenses, franchises

and formulas, or rights with respect to the foregoing, and has obtained assignments of all leases and other rights of whatever nature, necessary for the present conduct of its business, without any known conflict with the rights of others which, or the failure to obtain which, as the case may be, could not reasonably be expected to have a Material Adverse Effect.

(m) On the basis of a comprehensive review and assessment of the Guarantor's systems and equipment, the Guarantor reasonably believes that the Year 2000 Problem, including the costs of remediation thereof, will not, as it relates to the Guarantor, result in a Material Adverse Effect. The Guarantor is making inquiries of its material suppliers, vendors and customers to assess whether they are taking appropriate steps to address the Year 2000 Problem. The Guarantor is developing a contingency plan to ensure uninterrupted and unimpaired business operation in the event of failure of its own or a third party's systems and/or equipment due to the Year 2000 Problem, including those of vendors, customers and suppliers, as well as a general failure of or interruption in its communications and delivery infrastructure.

(n) The Guarantor is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(o) The Guarantor is not a "holding company," or a "subsidiary company" of a "holding company," or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company" within the meaning of the Public Utility Holding Company Act of 1935, as amended.

7. The Guarantor covenants and agrees that on and after the date hereof and until the termination of the Commitments and the repayment in full of the Loans and Notes, together with interest, fees and all other Obligations incurred under the Credit Documents:

(a) Promptly, and in any event within four Business Days after an officer of the Guarantor obtains knowledge thereof, notice of (i) the occurrence of any event which constitutes a Default or Event of Default, (ii) any litigation or governmental proceeding pending against the Guarantor which could reasonably be expected to have a Material Adverse Effect.

(b) Promptly, upon the request of the Agent, a copy of the Guarantor's plan, timetable and budget to address Year 2000 Problems, together with periodic updates thereof and expenses incurred to date, any third party assessment of the Guarantor's Year 2000 remediation efforts, any Year 2000 contingency plans and any estimates of the Guarantors' potential litigation exposure (if any) to the Year 2000 Problem.

(c) Promptly, copies of all financial information, proxy materials and other information and reports, if any, which the Guarantor shall file with the SEC.

(d) From time to time, such other information or documents (financial or otherwise) as any Bank may reasonably request.

(e) The Guarantor will keep proper books of record and account in which full, true and correct entries in conformity with GAAP and all requirements of law shall be made of all dealings and transactions in relation to its business and activities. The Guarantor will permit officers and designated representatives of the Agent or any Bank to visit and inspect, under guidance of officers of the Guarantor, any of the properties of the Guarantor, and to examine the books of record and account of the Guarantor and its Subsidiaries and discuss the affairs, finances and accounts of the Guarantor with, and be advised as to the same by, its officers, all at such reasonable times and intervals and to such reasonable extent as the Agent or such Bank may request.

(f) The Guarantor will (a) keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted, (b) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks as are described in Schedule 8 of the Credit Agreement, and (c) furnish to each Bank, upon written request, full information as to the insurance carried. The provisions of this Subsection shall be deemed to be supplemental to, but not duplicative of, the provisions of any of the security documents that require the maintenance of insurance. The Guarantor shall ensure that each insurance policy maintained by the Guarantor names the Collateral Agent as loss payee and the Agent, the Collateral Agent and the Banks as additional insureds.

(g) The Guarantor will do all things necessary to preserve and keep in full force and effect its existence and its material rights, franchises, licenses and patents; provided, however, that nothing in this Subsection ----- shall prevent the withdrawal by the Guarantor of its qualification as a foreign corporation in any jurisdiction where such withdrawal could not reasonably be expected to have a Material Adverse Effect.

(h) The Guarantor will comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls), except such noncompliances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(i) As soon as possible and, in any event, within 10 days after the Guarantor or any ERISA Affiliate knows or has reason to know any of the following, the Guarantor will deliver to each of the Banks a certificate of an Authorized Representative setting forth details as to such occurrence and such action, if any, which the Guarantor or such ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given to or filed with or by the Guarantor, the ERISA Affiliate, the PBGC, a Plan participant or the Plan Administrator with respect thereto: that a Reportable Event has occurred; that an accumulated funding deficiency has been incurred or an application may be or has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including any required installment payments) or an extension of any amortization period under Section 412 of the Code with respect to a Plan; that a Plan has been or may be terminated, reorganized, partitioned or declared

insolvent under Title IV of ERISA; that a Plan has an Unfunded Current Liability giving rise to a Lien under ERISA; that proceedings may be or have been instituted to terminate a Plan; that a proceeding has been instituted pursuant to Section 515 of ERISA to collect a delinquent contribution to a Plan; or that the Guarantor or any ERISA Affiliate will or may incur any liability (including any contingent or secondary liability) to or on account of the termination of or withdrawal from a Plan under Section 4062, 4063, 4064, 4201 or 4204 of ERISA or with respect to a Plan under Section 4971 or 4975 of the Code or Section 409 or 502(i) or 502(l) of ERISA.

(j) The Guarantor shall cause (i) each of its fiscal years to end on December 31 and (ii) each of its fiscal quarters to end on March 31, June 30, September 30 and December 31.

(k) The Guarantor will perform all its obligations under the terms of each mortgage, indenture, security agreement and other debt instrument by which it is bound, except such non-performances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) The Guarantor shall complete or accomplish the following:

(i) By December 31, 1999, make a detailed inquiry of material suppliers, vendors and customers of the Guarantor to ascertain whether such Persons are aware of the need to address the Year 2000 Problem and whether they are taking appropriate steps to do so; and

(ii) By December 31, 1999, complete the renovation, installation and testing of all systems and equipment of the Guarantor that are affected by the Year 2000 Problem to cause them to perform correctly date-sensitive functions for the relevant date data from before and after December 31, 1999.

(m) Except as provided in the Credit Agreement, the Guarantor will not create, incur, assume or suffer to exist any Lien upon or with respect to any of its property or assets (real or personal, tangible or intangible), whether now owned or hereafter acquired.

(n) The Guarantor will not wind up, liquidate or dissolve its affairs or enter into any transaction of merger or consolidation, or convey, sell, lease or otherwise dispose of (or agree to do any of the foregoing at any future time) all or any part of its property or assets, or purchase or otherwise acquire (in one or a series of related transactions) any part of the property or assets (other than purchases or other acquisitions of Inventory, materials and Equipment in the ordinary course of business) of any Person, except that (i) the Guarantor may make sales of Inventory in the ordinary course of its business, (ii) subject to Section 3.2 of the Credit Agreement, the Guarantor may, in the ordinary course of business, sell Equipment which is uneconomic or obsolete or (iii) capital expenditures shall be permitted to the extent not in violation of Section 7.8 of the Credit Agreement.

(o) The Guarantor will not declare or pay any dividends, or return any capital, to its stockholders or authorize or make any other distribution, payment or delivery of property or cash to its stockholders as such, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for a consideration, any shares of any class of its capital stock now or hereafter outstanding (or any options or warrants issued by the Guarantor with respect to its capital stock), or set aside any funds for any of the foregoing purposes, or purchase or otherwise acquire for a consideration any shares of any class of its capital stock now or hereafter outstanding (or any options or warrants issued by the Guarantor with respect to its capital stock), except that the Guarantor may pay dividends or make distributions to the Borrower.

(p) Except as provided in the Credit Agreement, the Guarantor will not contract, create, incur, assume or suffer to exist any Indebtedness.

(q) Except as provided in the Credit Agreement, the Guarantor will not lend money or credit or make advances to any Person, or purchase or acquire any stock, obligations or securities of, or any other interest in, or make any capital contribution to, any other Person.

(r) The Guarantor will not enter into any transaction or series of related transactions, whether or not in the ordinary course of business, with any Affiliate of the Guarantor, other than on terms and conditions substantially as favorable to the Guarantor as would be obtainable by the Guarantor at the time in a comparable arm's-length transaction with a Person other than an Affiliate.

(s) Except as provided in the Credit Agreement, the Guarantor will not make any expenditure for fixed or capital assets (including, without limitation, expenditures for maintenance and repairs which should be capitalized in accordance with GAAP and including capitalized lease obligations).

(t) The Guarantor will not (i) make any voluntary or optional payment or prepayment on or redemption or acquisition for value of (including, without limitation, by way of depositing with the trustee with respect thereto money or securities before due for the purpose of paying when due) any Permitted Indebtedness or (ii) amend or modify, or permit the amendment or modification of, any material provision of any Permitted Indebtedness or of any agreement (including, without limitation, any purchase agreement, indenture, loan agreement or security agreement) relating to any of the foregoing or (iii) amend, modify or change its articles of incorporation (including, without limitation, by the filing or modification of any certificate of designation) or bylaws, or any agreement entered into by it, with respect to its capital stock, or enter into any new agreement with respect to its capital stock.

(u) The Guarantor will not, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on its ability to (i) pay dividends or make any other distributions on its capital stock or any other interest or participation in its profits owned by the Borrower, or pay any Indebtedness owed to the

Borrower or another Subsidiary of the Borrower, (ii) make loans or advances to the Borrower or (c) transfer any of its properties or assets to the Borrower, except for such encumbrances or restrictions existing under or by reasons of (x) applicable law, (y) this Guaranty and (z) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Guarantor.

(v) The Guarantor shall not issue any capital stock (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, capital stock, except for (i) transfers and replacements of then outstanding shares of capital stock and (ii) stock splits, stock dividends and similar issuances which do not decrease the percentage ownership of the Borrower in any class of the capital stock of the Guarantor.

(w) The Guarantor will not engage (directly or indirectly) in any business other than the business in which it is engaged on the date hereof or any business incidental thereto.

8. This Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Agent, the Collateral Agent or any Bank in exercising any right, power or privilege hereunder and no course of dealing between the Guarantor, the Agent, the Collateral Agent or any Bank or the holder of any Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Agent, the Collateral Agent or any Bank or the holder of any Note would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Agent, the Collateral Agent or any Bank or the holder of any Note to any other or further action in any circumstances without notice or demand.

9. This Guaranty shall be binding upon the Guarantor and its heirs, personal representatives, successors and assigns.

10. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except as provided in Section 10.12 of the Credit Agreement.

11. The Guarantor acknowledges that he has received an executed (or conformed) copy of the Credit Agreement and is familiar with the contents thereof. The Guarantor represents and warrants that he is fully aware of the financial condition of the Borrower, and the Guarantor delivers this Guaranty based solely upon its own independent investigation of the Borrower's financial condition and in no part upon any representation or statement of the Agent, the Collateral Agent or any Bank with respect thereto. The Guarantor further represents and warrants that it is in a position to and hereby does assume full responsibility for obtaining such additional information concerning the Borrower's financial condition as the Guarantor may deem material to

the Guaranteed Obligations, and the Guarantor is not relying upon or expecting the Agent, the Collateral Agent or any Bank to furnish it any information in its possession concerning the Borrower's financial condition or concerning any circumstances bearing on the existence or creation, or the risk of nonpayment or nonperformance of the Guaranteed Obligations. The Guarantor hereby waives any duty on the part of each of the Agent, the Collateral Agent or any Bank to disclose to the Guarantor any facts it may now or hereafter know about the Borrower, regardless of whether any such Person has reason to believe that any such facts materially increase the risk beyond that which the Guarantor intends to assume, or has reason to believe that such facts are unknown to the Guarantor. The Guarantor hereby knowingly accepts the full range of risk encompassed within a contract of continuing guaranty which includes, without limitation, the possibility that the Borrower will contract for additional indebtedness for which the Guarantor may be liable hereunder after the Borrower's financial condition or ability to pay its lawful debts when they fall due has deteriorated.

12. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence of an Event of Default each Bank is hereby authorized at any time or from time to time, without presentment, demand, protest, or other notice of any kind to the Guarantor or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) up to, but not exceeding, \$10,000,000 in the aggregate and any other Indebtedness at any time held or owing by such Bank (including, without limitation, by branches and agencies of such Bank wherever located) to or for the credit or the account of the Guarantor against and on account of the obligations of the Guarantor to such Bank under this Guaranty, irrespective of whether or not such Bank shall have made any demand hereunder and although said obligations, or any of them, shall be contingent or unmatured.

13. All notices and other communications provided for hereunder shall be in writing (including facsimile) and mailed, telecopied or delivered:

if to the Guarantor, to:

[Name of Guarantor]
c/o Wireless Facilities, Inc.
9805 Scranton Road, Suite 100
San Diego, CA 92121
Attention: Mr. Thomas Munro
Telephone: (858) 450-7315
Facsimile: (858) 824-2928

if to any Bank, at its Domestic Lending Office specified opposite its name on Schedule 2 to the Credit Agreement; and

if to the Agent, at its Notice Office;

or, as to the Guarantor or the Agent, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each other party, at such other address as shall be designated by such party in a written notice to the Guarantor and the Agent. All such

notices and communications shall, when mailed, telecopied or sent by overnight courier, be effective when deposited in the mails, delivered to the overnight courier, as the case may be, or sent by telecopier, except that notices and communications to the Agent shall not be effective until received by the Agent.

14. If claim is ever made upon the Agent, any Bank or the holder of any Note for repayment or recovery of any amount or amounts received in payment or on account of any of the Guaranteed Obligations and any of the aforesaid payees repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Borrower), then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of any Note or other instrument evidencing any liability of the Borrower, and the Guarantor shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

15. Any acknowledgment or new promise, whether by payment or principal or interest or otherwise and whether by the Borrower or others (including the Guarantor), with respect to any of the Guaranteed Obligations shall, if the statute of limitations in favor of the Guarantor against the Agent, the Collateral Agent, any Bank or the holder of any Note shall have commenced to run, toll the running of such statute of limitations, and if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

16. (a) THIS GUARANTY AND THE OTHER CREDIT DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

(b) Except with respect to claims or disputes relating to the exercise of remedies by the Agent, the Collateral Agent or any Bank against the Guarantor or the Collateral, including (i) the foreclosure, sale or other disposition of any of the Collateral, (ii) the collection or enforcement of the Guaranteed Obligations, (iii) the exercise of self-help remedies, including the exercise of any rights of setoff, or (iv) the obtaining of, or opposition to, provisional or ancillary remedies before, during or after the pendency of any judicial reference or arbitration proceeding contemplated in this Section 16 (any and all of which may be initiated pursuant to applicable law), each controversy, dispute or claim between or among the parties arising out of or relating to this Guaranty or any of the other Credit Documents or the transactions related thereto, which controversy, dispute or claim is not settled in writing within 30 days after the date on which a Person party to any Credit Document provides written notice to all other parties party thereto that a controversy, dispute or claim exists thereunder (each such date, a "Claim Date") will be settled by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure (the "CCP"), which shall constitute the exclusive remedy for the settlement of any controversy, dispute or claim concerning this Guaranty or any of the other Credit Documents or the transactions related thereto, including whether such controversy, dispute or claim is subject to the reference provisions set forth in this

Section 16, and, except as set forth above, the parties waive their rights to initiate any legal proceedings against each other in any court or jurisdiction other than the Superior Court for the State of California located in Los Angeles County, California (the "Superior Court"). The referee shall be a retired Judge of the Superior Court selected by mutual agreement of the parties, and if they cannot so agree within 45 days after the Claim Date, the referee shall be promptly selected by the Presiding Judge of the Superior Court (or his representative). The referee shall be appointed to sit as a temporary judge, with all of the powers of a temporary judge as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court. Each party shall have one peremptory challenge pursuant to Section 170.6 of the CCP. The referee shall (A) be requested to set the matter for hearing within 60 days after the Claim Date and (B) try any and all issues of law or fact and report a statement of decision upon them, if possible, within 90 days of the Claim Date. Any statement of decision rendered by the referee shall be final, binding and conclusive on the parties and judgment shall be entered pursuant to Section 644 of the CCP in the Superior Court or any other court in the State of California having jurisdiction. Any party may apply for a reference proceeding at any time after 30 days following notice to any other party of the nature of the controversy, dispute or claim by filing a petition for a hearing or trial. All discovery permitted by this Section 16 shall be completed no later than 15 days before the first hearing date established by the referee. The referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including legal objections raised to such discovery or unavailability of a witness due to absence or illness. No party shall be entitled to "priority" in conducting discovery. Depositions may be taken by any party upon seven days' written notice, and request for production or inspection of documents shall be responded to within ten days after service. All disputes relating to discovery that cannot be resolved by the parties shall be submitted to the referee, whose decision shall be final, binding and conclusive on the parties. Pending appointment of the referee as provided herein, the Superior Court is empowered to issue temporary or provisional remedies, as appropriate.

(c) Except as expressly set forth in this Section 16, the referee shall determine the manner in which the reference proceeding is conducted, including the time and place of all hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee. The party making such a request shall have the obligation to arrange for and pay for the court reporter. The costs of the court reporter at the trial shall be borne equally by the parties.

(d) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, to provide temporary or provisional remedies and to file a statement of decision that will be binding upon the parties. The referee shall issue a single statement of decision at the close of the reference proceeding, which shall dispose of all of the claims of the parties that are the subject of the reference. The parties hereto expressly reserve the right to contest the statement of decision and

to appeal from any judgment or appealable order entered by the Superior Court or any other court based on such statement of decision. The parties hereto expressly reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding subject to this Section 16.

(e) In the event that the enabling legislation that provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure described in this Section 16 will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge of the Superior Court, in accordance with the California Arbitration Act, Sections 1280 through 1294.2 of the CCP. The limitations with respect to discovery as set forth hereinabove shall apply to any such arbitration proceeding.

(f) THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE NOT SUBJECT TO THE REFERENCE OR ARBITRATION PROCEDURES SET FORTH HEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE , THE AGENT, THE COLLATERAL AGENT AND THE BANKS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS GUARANTY OR ANY OF THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS RELATED THERETO. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Agent, the Collateral Agent, the Banks and the Borrower each acknowledge that this waiver is a material inducement to enter into a business relationship, that each has already relied on the waiver in entering into this Guaranty and the other Credit Documents, and that each will continue to rely on the waiver in their related future dealings. The Agent, the Collateral Agent, the Banks and the Borrower further warrant and represent that each has reviewed this waiver with its legal counsel, and that each, knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS GUARANTY OR TO ANY OTHER CREDIT DOCUMENT. In the event of litigation, this Guaranty may be filed as a written consent to a trial by the court.

(g) To the extent not addressed by the preceding provisions of this Section 16, any legal action or proceeding against the Borrower with respect to this Guaranty or any other Credit Document may be brought in the courts of the State of California or of the United States for the Central District of California, and, by execution and delivery of this Guaranty and the other Credit Documents, the Borrower hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Borrower

irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Borrower at its address set forth in Section 13, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of the Agent, the Collateral Agent any Bank or the holder of any Note to serve process in any other manner permitted by law or, subject to the preceding provisions of this Section 16, to commence legal proceedings or otherwise proceed against the Borrower in any other jurisdiction.

(h) The Borrower hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Guaranty or any other Credit Document brought in the courts referred to in clause (g) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

17. The obligation of the Guarantor to make payment in Dollars of any Guaranteed Obligations due hereunder shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment, which is expressed in or converted into any currency other than Dollars, except to the extent such tender or recovery shall result in the actual receipt by the Agent at its Payment Office on behalf of the Banks or holders of the Notes of the full amount of Dollars expressed to be payable in respect of any such Guaranteed Obligations. The obligation of the Guarantor to make payment in Dollars as aforesaid shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Dollars of the amount, if any, by which such actual receipt shall fall short of the full amount of Dollars expressed to be payable in respect of any such Guaranteed Obligations, and shall not be affected by judgment being obtained for any other sums due under this Guaranty.

18. This Guaranty may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Guarantor and the Agent.

19. Subject to Section 20, in case any provision in or obligation under this Guaranty shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

20. It is the desire and intent of the Guarantor, the Banks, the Agent and the Collateral Agent that this Guaranty shall be enforced against the Guarantor to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If, however, and to the extent that, the obligations of the Guarantor under this Guaranty shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers), then the amount of the Guaranteed Obligations of the Guarantor shall be deemed to be

reduced and the Guarantor shall pay the maximum amount of the Guaranteed Obligations which would be permissible under applicable law.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

"GUARANTOR"

[INSERT NAME OF SUBSIDIARY]

By _____
Name: _____
Title: _____

Accepted and Agreed to:

IMPERIAL BANK
as Agent for the Banks

By: _____
Name: Mike Berrier
Title: Vice President

FOREIGN SUBSIDIARY GUARANTY

SUBSIDIARY GUARANTY, dated as of August 17, 1999 (as modified, amended or supplemented from time to time, this "Guaranty"), made by [_____], a [country domicile] [entity structure] (the "Guarantor"). Except as otherwise

defined herein, terms used herein and defined in the Credit Agreement (as hereinafter defined) shall be used herein as so defined.

W I T N E S S E T H :

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WHEREAS, Wireless Facilities, Inc., a Delaware corporation (the "Borrower"), the Banks and Imperial Bank, as agent (the "Agent") and collateral agent (the "Collateral Agent"), have entered into a Credit Agreement, dated as of August 17, 1999 (as modified, supplemented or amended from time to time, the "Credit Agreement"), providing for the making of Loans as contemplated therein;

WHEREAS, the Guarantor is a Wholly-Owned Subsidiary of the Borrower;

WHEREAS, it is a condition to the making of Loans under the Credit Agreement that the Guarantor shall have executed and delivered this Guaranty; and

WHEREAS, the Guarantor will obtain benefits as a result of the Loans made to the Borrower under the Credit Agreement and, accordingly, desires to execute and deliver this Guaranty in order to satisfy the condition described in the preceding paragraph;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Guarantor, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby makes the following representations and warranties to the Banks and hereby covenants and agrees with the Agent, the Collateral Agent and each Bank as follows:

1. The Guarantor irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of the principal of and interest on any Note issued under the Credit Agreement and of all other obligations and liabilities (including, without limitation, indemnities, fees and interest thereon) of the Borrower now existing or hereafter incurred under, arising out of or in connection with the Credit Agreement or any other Credit Document and the due performance and compliance with the terms of the Credit Documents by the Borrower (all such principal, interest, obligations and liabilities, collectively, the "Guaranteed Obligations"). All payments by the Guarantor under this Guaranty shall be made on the same basis as payments by the Borrower under Sections 3.4 and 3.5 of the Credit Agreement.

2. The Guarantor hereby waives, to the fullest extent permitted by law:

(a) notice of acceptance of this Guaranty and notice of any liability to which it may apply;

(b) presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by the Agent, the Collateral Agent or any Bank against, and any other notice to, any party liable thereon (including such Guarantor or any other guarantor);

(c) all rights and benefits that the Guarantor may have, now or at any time hereafter under, and any defense, right of setoff, claim or counterclaim whatsoever (other than payment and performance in full of all of the Guaranteed Obligations) arising under, California Civil Code Sections 2809, 2810, 2815, 2819, 2820, 2821, 2839, 2845, 2847, 2848, 2849, 2850 and 2855, and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, and all successor sections; and

(d) all rights to require the Agent, the Collateral Agent or any Bank to marshal assets or to pursue any other remedy in the Agent's, the Collateral Agent's or any Bank's power.

3. The Agent, the Collateral Agent and any Bank may at any time and from time to time without the consent of, or notice to the Guarantor, without incurring responsibility to the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions and in whole or in part:

(a) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew or alter, any of the Guaranteed Obligations, any security therefor, or any liability incurred directly or indirectly in respect thereof, and the guaranty herein made shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset thereagainst;

(c) exercise or refrain from exercising any rights against the Borrower or others or otherwise act or refrain from acting;

(d) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrower to creditors of the Borrower other than the Banks and the Guarantor;

(e) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrower to the Agent, the Collateral Agent or the Banks regardless of what liabilities or liabilities of the Borrower remain unpaid;

(f) consent to or waive any breach of, or any act, omission or default under, any of the Credit Documents, or otherwise amend, modify or supplement any of the Credit Documents or any of such other instruments or agreements; and/or

(g) act or fail to act in any manner referred to in this Guaranty which may deprive the Guarantor of its right to subrogation against the Borrower to recover full indemnity for any payments made pursuant to this Guaranty.

4. The obligations of the Guarantor under this Guaranty are absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any action or inaction by the Agent, the Collateral Agent or any Bank as contemplated in Section 3 of this Guaranty; or (b) any invalidity, irregularity or unenforceability of all or part of the Guaranteed Obligations or of any security therefor. This Guaranty is a primary obligation of the Guarantor.

5. If and to the extent that the Guarantor makes any payment to the Agent, the Collateral Agent, any Bank or to any other Person pursuant to or in respect of this Guaranty, any claim which the Guarantor may have against the Borrower by reason thereof shall be subject and subordinate to the prior payment in full of the Guaranteed Obligations.

6. In order to induce the Banks to make the Loans pursuant to the Credit Agreement, the Guarantor makes the following representations, warranties and agreements:

(a) The Guarantor (i) is a duly organized and validly existing [entity type] in good standing under the laws of the jurisdiction of its establishment, (ii) has the power and authority to own its property and assets and to transact the business in which it is engaged and (iii) is duly qualified as a foreign corporation and in good standing in each jurisdiction where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect. The Guarantor has no Subsidiaries.

(b) The Guarantor has the power to execute, deliver and perform the terms and provisions of each of the Credit Documents to which it is party and has taken all necessary corporate action to authorize the execution, delivery and performance by it of each of such Credit Documents. The Guarantor has duly executed and delivered each of the Credit Documents to which it is party, and each of such Credit Documents constitutes or, in the case of each such other Credit Document when executed and delivered, will constitute, its legal, valid and binding obligation enforceable in accordance with its terms.

(c) Neither the execution, delivery or performance by the Guarantor of the Credit Documents to which it is a party, nor compliance by it with the terms and provisions thereof, (a) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality, (b) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (except pursuant to the

Security Documents) upon any of the property or assets of the Guarantor pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other material agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound or to which it may be subject or (c) will violate any provision of the documents establishing the Guarantor.

(d) To the best knowledge of the Guarantor, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the Closing Date), or exemption by, any governmental or public body or authority, or any subdivision thereof, or any other Person is required to authorize, or is required in connection with, (a) the execution, delivery and performance of any Credit Document to which the Guarantor is a party or (b) the legality, validity, binding effect or enforceability of any such Credit Document.

(e) There are no actions, suits or proceedings pending or, to the best knowledge of the Guarantor, threatened (i) with respect to any Credit Document or (ii) that could reasonably be expected to have a Material Adverse Effect.

(f) All factual information (taken as a whole) heretofore or contemporaneously furnished by or on behalf of the Guarantor in writing to any Bank (including, without limitation, all information contained herein) for purposes of or in connection with this Guaranty or any transaction contemplated herein is, and all other such factual information (taken as a whole) hereafter furnished by or on behalf of the Guarantor in writing to any Bank will be, true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any material fact necessary to make such information (taken as a whole) not misleading at such time in light of the circumstances under which such information was provided.

(g) The Guarantor has filed all tax returns required to be filed by it and has paid all income taxes payable by it which have become due pursuant to such tax returns and all other taxes and assessments payable by it which have become due, other than those not yet delinquent and except for those contested in good faith and for which adequate reserves have been established in accordance with generally accepted accounting practices in the country in which it is domiciled and those for which the failure to do so would cause a Material Adverse Effect. The Guarantor has paid, or has provided adequate reserves (in the good faith judgment of the management of the Guarantor) for the payment of, all income taxes applicable for all prior fiscal years and for the current fiscal year to the date hereof.

(h) [Include if the Guarantor is a corporation:] As of the date hereof, the authorized capital stock of the Guarantor consists of [_____] common shares, with [_____] shares currently issued and all outstanding, of which are registered in the name of the Borrower. All such outstanding shares have been duly and validly issued, are fully paid and non-assessable. The Guarantor does not have outstanding any securities convertible into or exchangeable for its capital stock or outstanding any rights

to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, its capital stock.

(i) [Complete if the Guarantor is not a corporation:] Borrower's ownership of the Guarantor consists of Borrower's ownership of all authorized, duly and validly issued [partnership interests/shares, etc.].

(j) To the best knowledge of the Guarantor, the Guarantor is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies in the jurisdictions in which Guarantor operates, in respect of the conduct of its business and the ownership of its property (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls), except such noncompliances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(k) To the best knowledge of the Guarantor, the Guarantor is not engaged in any unfair labor practice that could reasonably be expected to have a Material Adverse Effect. There is (i) no significant strike, labor dispute, slowdown or stoppage pending against the Guarantor or, to the best knowledge of the Guarantor, threatened against it and (ii) to the best knowledge of the Guarantor, no union representation question existing with respect to the employees of the Guarantor and, to the best knowledge of the Guarantor, no union organizing activities are taking place, except (with respect to any matter specified in clause (i) or (ii) above, either individually or in the aggregate) could not reasonably be expected to have a Material Adverse Effect.

(l) The Guarantor owns all the patents, trademarks, permits, service marks, trade names, copyrights, licenses, franchises and formulas, or rights with respect to the foregoing, and has obtained assignments of all leases and other rights of whatever nature, necessary for the present conduct of its business, without any known conflict with the rights of others which, or the failure to obtain which, as the case may be, could not reasonably be expected to have a Material Adverse Effect.

(m) On the basis of a comprehensive review and assessment of the Guarantor's systems and equipment, the Guarantor reasonably believes that the Year 2000 Problem, including the costs of remediation thereof, will not, as it relates to the Guarantor, result in a Material Adverse Effect. The Guarantor is making inquiries of its material suppliers, vendors and customers to assess whether they are taking appropriate steps to address the Year 2000 Problem. The Guarantor is developing a contingency plan to ensure uninterrupted and unimpaired business operation in the event of failure of its own or a third party's systems and/or equipment due to the Year 2000 Problem, including those of vendors, customers and suppliers, as well as a general failure of or interruption in its communications and delivery infrastructure.

(n) The Guarantor is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(o) The Guarantor is not a "holding company," or a "subsidiary company" of a "holding company," or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company" within the meaning of the Public Utility Holding Company Act of 1935, as amended.

7. The Guarantor covenants and agrees that on and after the date hereof and until the termination of the Commitments and the repayment in full of the Loans and Notes, together with interest, fees and all other Obligations incurred under the Credit Documents:

(a) Promptly, and in any event within four Business Days after an officer of the Guarantor obtains knowledge thereof, notice of (i) the occurrence of any event which constitutes a Default or Event of Default, (ii) any litigation or governmental proceeding pending against the Guarantor which could reasonably be expected to have a Material Adverse Effect.

(b) Promptly, upon the request of the Agent, a copy of the Guarantor's plan, timetable and budget to address Year 2000 Problems, together with periodic updates thereof and expenses incurred to date, any third party assessment of the Guarantor's Year 2000 remediation efforts, any Year 2000 contingency plans and any estimates of the Guarantors' potential litigation exposure (if any) to the Year 2000 Problem.

(c) Promptly, copies of all financial information, proxy materials and other information and reports, if any, which the Guarantor shall file with the SEC.

(d) From time to time, such other information or documents (financial or otherwise) as any Bank may reasonably request.

(e) The Guarantor will keep proper books of record and account in which full, true and correct entries in conformity with GAAP and all requirements of law shall be made of all dealings and transactions in relation to its business and activities. The Guarantor will permit officers and designated representatives of the Agent or any Bank to visit and inspect, under guidance of officers of the Guarantor, any of the properties of the Guarantor, and to examine the books of record and account of the Guarantor and its Subsidiaries and discuss the affairs, finances and accounts of the Guarantor with, and be advised as to the same by, its officers, all at such reasonable times and intervals and to such reasonable extent as the Agent or such Bank may request.

(f) The Guarantor will (a) keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted, (b) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks as are described in Schedule 8 of the Credit Agreement, and (c) furnish to each Bank, upon written request,

full information as to the insurance carried. The provisions of this Subsection shall be deemed to be supplemental to, but not duplicative of, the provisions of any of the security documents that require the maintenance of insurance. The Guarantor shall ensure that each insurance policy maintained by the Guarantor names the Collateral Agent as loss payee and the Agent, the Collateral Agent and the Banks as additional insureds.

(g) The Guarantor will do all things necessary to preserve and keep in full force and effect its existence and its material rights, franchises, licenses and patents; provided, however, that nothing in this Subsection ----- shall prevent the withdrawal by the Guarantor of its qualification as a foreign corporation in any jurisdiction where such withdrawal could not reasonably be expected to have a Material Adverse Effect.

(h) The Guarantor will comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls), except such noncompliances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(i) As soon as possible and, in any event, within 10 days after the Guarantor or any ERISA Affiliate knows or has reason to know any of the following, the Guarantor will deliver to each of the Banks a certificate of an Authorized Representative setting forth details as to such occurrence and such action, if any, which the Guarantor or such ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given to or filed with or by the Guarantor, the ERISA Affiliate, the PBGC, a Plan participant or the Plan Administrator with respect thereto: that a Reportable Event has occurred; that an accumulated funding deficiency has been incurred or an application may be or has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including any required installment payments) or an extension of any amortization period under Section 412 of the Code with respect to a Plan; that a Plan has been or may be terminated, reorganized, partitioned or declared insolvent under Title IV of ERISA; that a Plan has an Unfunded Current Liability giving rise to a Lien under ERISA; that proceedings may be or have been instituted to terminate a Plan; that a proceeding has been instituted pursuant to Section 515 of ERISA to collect a delinquent contribution to a Plan; or that the Guarantor or any ERISA Affiliate will or may incur any liability (including any contingent or secondary liability) to or on account of the termination of or withdrawal from a Plan under Section 4062, 4063, 4064, 4201 or 4204 of ERISA or with respect to a Plan under Section 4971 or 4975 of the Code or Section 409 or 502(i) or 502(l) of ERISA.

(j) The Guarantor shall cause (i) each of its fiscal years to end on December 31 and (ii) each of its fiscal quarters to end on March 31, June 30, September 30 and December 31.

(k) The Guarantor will perform all its obligations under the terms of each mortgage, indenture, security agreement and other debt instrument by which it is bound, except such non-performances as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) The Guarantor shall complete or accomplish the following:

(i) By December 31, 1999, make a detailed inquiry of material suppliers, vendors and customers of the Guarantor to ascertain whether such Persons are aware of the need to address the Year 2000 Problem and whether they are taking appropriate steps to do so; and

(ii) By December 31, 1999, complete the renovation, installation and testing of all systems and equipment of the Guarantor that are affected by the Year 2000 Problem to cause them to perform correctly date-sensitive functions for the relevant date data from before and after December 31, 1999.

(m) Except as provided in the Credit Agreement, the Guarantor will not create, incur, assume or suffer to exist any Lien upon or with respect to any of its property or assets (real or personal, tangible or intangible), whether now owned or hereafter acquired.

(n) The Guarantor will not wind up, liquidate or dissolve its affairs or enter into any transaction of merger or consolidation, or convey, sell, lease or otherwise

dispose of (or agree to do any of the foregoing at any future time) all or any part of its property or assets, or purchase or otherwise acquire (in one or a series of related transactions) any part of the property or assets (other than purchases or other acquisitions of Inventory, materials and Equipment in the ordinary course of business) of any Person, except that (i) the Guarantor may make sales of Inventory in the ordinary course of its business, (ii) subject to Section 3.2 of the Credit Agreement, the Guarantor may, in the ordinary course of business, sell Equipment which is uneconomic or obsolete or (iii) capital expenditures shall be permitted to the extent not in violation of Section 7.8 of the Credit Agreement.

(o) The Guarantor will not declare or pay any dividends, or return any capital, to its stockholders or authorize or make any other distribution, payment or delivery of property or cash to its stockholders as such, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for a consideration, any shares of any class of its capital stock now or hereafter outstanding (or any options or warrants issued by the Guarantor with respect to its capital stock), or set aside any funds for any of the foregoing purposes, or purchase or otherwise acquire for a consideration any shares of any class of its capital stock now or hereafter outstanding (or any options or warrants issued by the Guarantor with respect to its capital stock), except that the Guarantor may pay dividends or make distributions to the Borrower.

(p) Except as provided in the Credit Agreement, the Guarantor will not contract, create, incur, assume or suffer to exist any Indebtedness.

(q) Except as provided in the Credit Agreement, the Guarantor will not lend money or credit or make advances to any Person, or purchase or acquire any stock, obligations or securities of, or any other interest in, or make any capital contribution to, any other Person.

(r) The Guarantor will not enter into any transaction or series of related transactions, whether or not in the ordinary course of business, with any Affiliate of the Guarantor, other than on terms and conditions substantially as favorable to the Guarantor as would be obtainable by the Guarantor at the time in a comparable arm's-length transaction with a Person other than an Affiliate.

(s) Except as provided in the Credit Agreement, the Guarantor will not make any expenditure for fixed or capital assets (including, without limitation, expenditures for maintenance and repairs which should be capitalized in accordance with GAAP and including capitalized lease obligations).

(t) The Guarantor will not (i) make any voluntary or optional payment or prepayment on or redemption or acquisition for value of (including, without limitation, by way of depositing with the trustee with respect thereto money or securities before due for the purpose of paying when due) any Permitted Indebtedness or (ii) amend or modify, or permit the amendment or modification of, any material provision of any Permitted Indebtedness or of any agreement (including, without limitation, any purchase agreement,

indenture, loan agreement or security agreement) relating to any of the foregoing or (iii) amend, modify or change its articles of incorporation (including, without limitation, by the filing or modification of any certificate of designation) or bylaws, or any agreement entered into by it, with respect to its capital stock, or enter into any new agreement with respect to its capital stock.

(u) The Guarantor will not, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on its ability to (i) pay dividends or make any other distributions on its capital stock or any other interest or participation in its profits owned by the Borrower, or pay any Indebtedness owed to the Borrower or another Subsidiary of the Borrower, (ii) make loans or advances to the Borrower or (c) transfer any of its properties or assets to the Borrower, except for such encumbrances or restrictions existing under or by reasons of (x) applicable law, (y) this Guaranty and (z) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Guarantor.

(v) The Guarantor shall not issue any capital stock (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, capital stock, except for (i) transfers and replacements of then outstanding shares of capital stock and (ii) stock splits, stock dividends and similar issuances which do not decrease the percentage ownership of the Borrower in any class of the capital stock of the Guarantor.

(w) The Guarantor will not engage (directly or indirectly) in any business other than the business in which it is engaged on the date hereof or any business incidental thereto.

8. This Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Agent, the Collateral Agent or any Bank in exercising any right, power or privilege hereunder and no course of dealing between the Guarantor, the Agent, the Collateral Agent or any Bank or the holder of any Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Agent, the Collateral Agent or any Bank or the holder of any Note would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Agent, the Collateral Agent or any Bank or the holder of any Note to any other or further action in any circumstances without notice or demand.

9. This Guaranty shall be binding upon the Guarantor and its heirs, personal representatives, successors and assigns.

10. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except as provided in Section 10.12 of the Credit Agreement.

11. The Guarantor acknowledges that he has received an executed (or conformed) copy of the Credit Agreement and is familiar with the contents thereof. The Guarantor represents and warrants that he is fully aware of the financial condition of the Borrower, and the Guarantor delivers this Guaranty based solely upon its own independent investigation of the Borrower's financial condition and in no part upon any representation or statement of the Agent, the Collateral Agent or any Bank with respect thereto. The Guarantor further represents and warrants that it is in a position to and hereby does assume full responsibility for obtaining such additional information concerning the Borrower's financial condition as the Guarantor may deem material to the Guaranteed Obligations, and the Guarantor is not relying upon or expecting the Agent, the Collateral Agent or any Bank to furnish it any information in its possession concerning the Borrower's financial condition or concerning any circumstances bearing on the existence or creation, or the risk of nonpayment or nonperformance of the Guaranteed Obligations. The Guarantor hereby waives any duty on the part of each of the Agent, the Collateral Agent or any Bank to disclose to the Guarantor any facts it may now or hereafter know about the Borrower, regardless of whether any such Person has reason to believe that any such facts materially increase the risk beyond that which the Guarantor intends to assume, or has reason to believe that such facts are unknown to the Guarantor. The Guarantor hereby knowingly accepts the full range of risk encompassed within a contract of continuing guaranty which includes, without limitation, the possibility that the Borrower will contract for additional indebtedness for which the Guarantor may be liable hereunder after the Borrower's financial condition or ability to pay its lawful debts when they fall due has deteriorated.

12. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence of an Event of Default each Bank is hereby authorized at any time or from time to time, without presentment, demand, protest, or other notice of any kind to the Guarantor or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) up to, but not exceeding, \$10,000,000 in the aggregate and any other Indebtedness at any time held or owing by such Bank (including, without limitation, by branches and agencies of such Bank wherever located) to or for the credit or the account of the Guarantor against and on account of the obligations of the Guarantor to such Bank under this Guaranty, irrespective of whether or not such Bank shall have made any demand hereunder and although said obligations, or any of them, shall be contingent or unmatured.

13. All notices and other communications provided for hereunder shall be in writing (including facsimile) and mailed, telecopied or delivered:

if to the Guarantor, to:

[Name of Guarantor]
c/o Wireless Facilities, Inc.
9805 Scranton Road, Suite 100
San Diego, CA 92121

Attention: Mr. Thomas Munro
Telephone: (858) 450-7315
Facsimile: (858) 824-2928

if to any Bank, at its Domestic Lending Office specified opposite its name on Schedule 2 to the Credit Agreement; and

if to the Agent, at its Notice Office;

or, as to the Guarantor or the Agent, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each other party, at such other address as shall be designated by such party in a written notice to the Guarantor and the Agent. All such notices and communications shall, when mailed, telecopied or sent by overnight courier, be effective when deposited in the mails, delivered to the overnight courier, as the case may be, or sent by telecopier, except that notices and communications to the Agent shall not be effective until received by the Agent.

14. If claim is ever made upon the Agent, any Bank or the holder of any Note for repayment or recovery of any amount or amounts received in payment or on account of any of the Guaranteed Obligations and any of the aforesaid payees repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Borrower), then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of any Note or other instrument evidencing any liability of the Borrower, and the Guarantor shall be and remain liable to the aforesaid payees hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.

15. Any acknowledgment or new promise, whether by payment or principal or interest or otherwise and whether by the Borrower or others (including the Guarantor), with respect to any of the Guaranteed Obligations shall, if the statute of limitations in favor of the Guarantor against the Agent, the Collateral Agent, any Bank or the holder of any Note shall have commenced to run, toll the running of such statute of limitations, and if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

16. (a) THIS GUARANTY AND THE OTHER CREDIT DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

(b) Except with respect to claims or disputes relating to the exercise of remedies by the Agent, the Collateral Agent or any Bank against the Guarantor or the Collateral, including (i) the foreclosure, sale or other disposition of any of the Collateral, (ii) the collection or enforcement of the Guaranteed Obligations, (iii) the exercise of self-help remedies, including the exercise of any rights of setoff, or (iv) the obtaining of, or opposition to, provisional or

ancillary remedies before, during or after the pendency of any judicial reference or arbitration proceeding contemplated in this Section 16 (any and all of which may be initiated pursuant to applicable law), each controversy, dispute or claim between or among the parties arising out of or relating to this Guaranty or any of the other Credit Documents or the transactions related thereto, which controversy, dispute or claim is not settled in writing within 30 days after the date on which a Person party to any Credit Document provides written notice to all other parties party thereto that a controversy, dispute or claim exists thereunder (each such date, a "Claim Date") will be settled by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure (the "CCP"), which shall

constitute the exclusive remedy for the settlement of any controversy, dispute or claim concerning this Guaranty or any of the other Credit Documents or the transactions related thereto, including whether such controversy, dispute or claim is subject to the reference provisions set forth in this Section 16, and, except as set forth above, the parties waive their rights to initiate any legal proceedings against each other in any court or jurisdiction other than the Superior Court for the State of California located in Los Angeles County, California (the "Superior Court"). The referee shall be a retired Judge of the Superior Court selected by mutual agreement of the parties, and if they cannot so agree within 45 days after the Claim Date, the referee shall be promptly selected by the Presiding Judge of the Superior Court (or his representative). The referee shall be appointed to sit as a temporary judge, with all of the powers of a temporary judge as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court. Each party shall have one peremptory challenge pursuant to Section 170.6 of the CCP. The referee shall (A) be requested to set the matter for hearing within 60 days after the Claim Date and (B) try any and all issues of law or fact and report a statement of decision upon them, if possible, within 90 days of the Claim Date. Any statement of decision rendered by the referee shall be final, binding and conclusive on the parties and judgment shall be entered pursuant to Section 644 of the CCP in the Superior Court or any other court in the State of California having jurisdiction. Any party may apply for a reference proceeding at any time after 30 days following notice to any other party of the nature of the controversy, dispute or claim by filing a petition for a hearing or trial. All discovery permitted by this Section 16 shall be completed no later than 15 days before the first hearing date established by the referee. The referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including legal objections raised to such discovery or unavailability of a witness due to absence or illness. No party shall be entitled to "priority" in conducting discovery. Depositions may be taken by any party upon seven days' written notice, and request for production or inspection of documents shall be responded to within ten days after service. All disputes relating to discovery that cannot be resolved by the parties shall be submitted to the referee, whose decision shall be final, binding and conclusive on the parties. Pending appointment of the referee as provided herein, the Superior Court is empowered to issue temporary or provisional remedies, as appropriate.

(c) Except as expressly set forth in this Section 16, the referee shall determine the manner in which the reference proceeding is conducted, including the time and place of all hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party

so requests, a court reporter will be used at any hearing conducted before the referee. The party making such a request shall have the obligation to arrange for and pay for the court reporter. The costs of the court reporter at the trial shall be borne equally by the parties.

(d) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, to provide temporary or provisional remedies and to file a statement of decision that will be binding upon the parties. The referee shall issue a single statement of decision at the close of the reference proceeding, which shall dispose of all of the claims of the parties that are the subject of the reference. The parties hereto expressly reserve the right to contest the statement of decision and to appeal from any judgment or appealable order entered by the Superior Court or any other court based on such statement of decision. The parties hereto expressly reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding subject to this Section 16.

(e) In the event that the enabling legislation that provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure described in this Section 16 will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge of the Superior Court, in accordance with the California Arbitration Act, Sections 1280 through 1294.2 of the CCP. The limitations with respect to discovery as set forth hereinabove shall apply to any such arbitration proceeding.

(f) THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE NOT SUBJECT TO THE REFERENCE OR ARBITRATION PROCEDURES SET FORTH HEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE , THE AGENT, THE COLLATERAL AGENT AND THE BANKS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS GUARANTY OR ANY OF THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS RELATED THERE TO. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Agent, the Collateral Agent, the Banks and the Borrower each acknowledge that this waiver is a material inducement to enter into a business relationship, that each has already relied on the waiver in entering into this Guaranty and the other Credit Documents, and that each will continue to rely on the waiver in their related future dealings. The Agent, the Collateral Agent, the Banks and the Borrower further warrant and represent that each has reviewed this waiver with its legal counsel, and that each, knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE

MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS GUARANTY OR TO ANY OTHER CREDIT DOCUMENT. In the event of litigation, this Guaranty may be filed as a written consent to a trial by the court.

(g) To the extent not addressed by the preceding provisions of this Section 16, any legal action or proceeding against the Borrower with respect to this Guaranty or any other Credit Document may be brought in the courts of the State of California or of the United States for the Central District of California, and, by execution and delivery of this Guaranty and the other Credit Documents, the Borrower hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Borrower irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Borrower at its address set forth in Section 13, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of the Agent, the Collateral Agent any Bank or the holder of any Note to serve process in any other manner permitted by law or, subject to the preceding provisions of this Section 16, to commence legal proceedings or otherwise proceed against the Borrower in any other jurisdiction.

(h) The Borrower hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Guaranty or any other Credit Document brought in the courts referred to in clause (g) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

17. The obligation of the Guarantor to make payment in Dollars of any Guaranteed Obligations due hereunder shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment, which is expressed in or converted into any currency other than Dollars, except to the extent such tender or recovery shall result in the actual receipt by the Agent at its Payment Office on behalf of the Banks or holders of the Notes of the full amount of Dollars expressed to be payable in respect of any such Guaranteed Obligations. The obligation of the Guarantor to make payment in Dollars as aforesaid shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Dollars of the amount, if any, by which such actual receipt shall fall short of the full amount of Dollars expressed to be payable in respect of any such Guaranteed Obligations, and shall not be affected by judgment being obtained for any other sums due under this Guaranty.

18. This Guaranty may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Guarantor and the Agent.

19. Subject to Section 20, in case any provision in or obligation under this Guaranty shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

20. It is the desire and intent of the Guarantor, the Banks, the Agent and the Collateral Agent that this Guaranty shall be enforced against the Guarantor to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If, however, and to the extent that, the obligations of the Guarantor under this Guaranty shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers), then the amount of the Guaranteed Obligations of the Guarantor shall be deemed to be reduced and the Guarantor shall pay the maximum amount of the Guaranteed Obligations which would be permissible under applicable law.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

"GUARANTOR"

[INSERT NAME OF SUBSIDIARY]

By _____
Name: _____
Title: _____

Accepted and Agreed to:

IMPERIAL BANK
as Agent for the Banks

By: _____
Name: Mike Berrier
Title: Vice President

FIRST AMENDMENT TO CREDIT AGREEMENT

This First Amendment to Credit Agreement ("Amendment") is entered into as of October 15, 1999, between Wireless Facilities, Inc. (the "Borrower"), Imperial Bank, as "Agent" and "Collateral Agent," and "Documentation Agent," and Imperial Bank, as a Lender.

RECITALS

This Amendment is entered into in reference to the following facts:

(a) The Borrower, the Agent, the Collateral Agent, the Documentation Agent, and the Lender entered into a Credit Agreement dated August 18, 1999 (the Credit Agreement, as modified, supplemented, and amended to the date hereof being hereinafter referred to as the "Credit Agreement"). Capitalized terms used herein, without definition shall have the meaning assigned thereto in the Credit Agreement.

(b) The Borrower, the Agent, the Collateral Agent, the Documentation Agent, and the Lender desire to amend the Credit Agreement in certain respects, subject to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows.

ARTICLE ONE - AMENDMENTS

1.1 Amendment of Introductory Paragraph. The introductory paragraph of

the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"Credit Agreement, dated as of August 18, 1999, among Wireless Facilities, Inc. (the "Borrower"), a corporation organized and

existing under the laws of Delaware, the financial institutions from time to time listed in Schedule 1 (together with permitted assignees, each a "Bank" and, collectively, the "Banks"), Imperial Bank, acting

in the manner and to the extent described in Section 9 (in such capacity, together with any successor appointed hereunder, the "Agent"), IMPERIAL BANK, acting as collateral agent for the Banks

under the Security Documents (in such capacity, together with any successor appointed hereunder, the "Collateral Agent") Imperial Bank,

acting as documentation agent for the Banks hereunder (the "Documentation Agent"), and BankOne, acting in the manner and to the

extent described in Section 9.11 hereof (in such capacity, Co-Agent")."

1.2 Amendment of Article 9. Section 9 of the Credit Agreement is hereby

amended by the addition of a new section, numbered 9.11, which shall read in its entirety as follows:

"9.11 Co-Agent Duties. The Co-Agent shall not have any duties or responsibilities under this Agreement."

1.3 Amendment of Schedule 1. Schedule 1 of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"SCHEDULE 1
TO CREDIT AGREEMENT

COMMITMENTS

| Name of Bank | Commitment |
|------------------------|---------------|
| Imperial Bank | \$10,000,000 |
| BankOne, Arizona, N.A. | \$10,000,000 |
| Total | \$20,000,000" |

1.4 Amendment of Schedule 2. Schedule 2 of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"SCHEDULE 2
TO CREDIT AGREEMENT

APPLICABLE LENDING OFFICES

| Bank | Base Rate and Domestic Lending Office | LIBOR Lending Office |
|------------------------|---|---|
| Imperial Bank | Imperial Bank 701 B Street, Suite 600 San Diego, CA 92101 Attention: Michael Berrier Telephone: (619) 338-1512 Telecopier: (619) 234-2234 | Imperial Bank 701 B Street, Suite 600 San Diego, CA 92101 Attention: Michael Berrier Telephone: (619) 338-1512 Telecopier: (619) 234-2234 |
| BankOne, Arizona, N.A. | BankOne Arizona, N.A. 201 North Central Ave. 21st Floor Phoenix, AZ 85004 Attention Michael McCann Telephone: (602) 221-2830 Telecopier: (602) 221-1259 | BankOne, Arizona, N.A. 201 North Central Ave. 21st Floor Phoenix, AZ 85004 Attention Michael McCann Telephone: (602) 221-2830 Telecopier: (602) 221-1259" |

ARTICLE TWO - CONDITIONS

2.1 Conditions Precedent. This Amendment shall be effective upon the

Agent's receipt the following documents, executed by a duly authorized representative of the Borrower: (a) this Amendment, and (b) a Note in the form attached hereto as Exhibit "A."

ARTICLE THREE - REPRESENTATIONS AND WARRANTIES

3.1 Borrower's Representations and Warranties. In order to induce the

Agent, the Collateral Agent, the Documentation Agent, and the Lender to enter into this Amendment, the Borrower represents and warrants to the Bank that:

(a) The Borrower has the power and authority and has taken all action necessary to execute, deliver and perform this Amendment and all other agreements and instruments executed or delivered to be executed or delivered in connection herewith and therewith and this Amendment and such other agreements and instruments constitute the valid, binding and enforceable obligations of the Borrower.

(b) The Borrower's representations and warranties contained in the Loan Agreement are true and correct in all respects on and as of the date hereof as though made on and as of the date hereof and no Default or Event of Default has occurred and is continuing as of the date hereof, except as expressly cured or waived by this Amendment.

3.2 Acknowledgment of Borrower. The Borrower expressly acknowledges

and agrees that as of the date of this Amendment, it has no offsets, claims or defenses whatsoever against any of the Indebtedness or Obligations.

ARTICLE FOUR - GENERAL PROVISIONS

4.1 Full Force and Effect. Except as expressly amended hereby, the

Credit Agreement and all other documents, agreements and instruments relating to thereto are and shall remain unmodified and in full force and effect.

4.2. Counterparts. This Amendment may be executed in any number of

counterparts, each of which when so executed and delivered shall be deemed to be an original and that all of which taken together shall constitute one and the same instrument, respectively. Delivery of an executed counterpart of this Amendment by facsimile shall be equally effective as delivery of a manually executed counterpart of this Amendment. Any party delivering an executed counterpart by facsimile shall also deliver a manually executed counterpart of this Amendment, but failure to do so shall not effect the validity, enforceability, of binding effect of this Agreement.

4.3 Final Agreement. This Amendment is intended by the Borrower and

the Agent, the Collateral Agent, the Documentation Agent, and the Lender to be the final, complete, and exclusive expression of the agreement between them with respect to the subject matter hereof. This Amendment supersedes any and all prior oral or written agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the date first above written.

"BORROWER"
Wireless Facilities, Inc.

Imperial Bank, as Agent, Collateral Agent, and Documentation Agent, and as a Lender

By: /s/ Masood Tayebi

Its President

By /s/ Illegible Signature

Its Vice President

Agreed and Accepted.
BankOne, Arizona, N.A.

By /s/ Illegible Signature

Its Vice President

EXHIBIT "A"
TO
FIRST AMENDMENT TO CREDIT AGREEMENT

NOTE

\$10,000,000

San Diego, California
October 15, 1999

FOR VALUE RECEIVED, Wireless Facilities, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to the order of BankOne, Arizona, N.A. (the "Bank"), for the account of its Applicable Lending Office, in lawful money of the United States of America in immediately available funds, at the office of Imperial Bank (the "Agent") located at 9920 South La Cienega Blvd., 14th Floor, Inglewood, CA 90301-4423, on the Loan Maturity Date the principal sum of Ten Million United States dollars (\$10,000,000) or, if less, the unpaid principal amount of all Loans made by the Bank pursuant to the Agreement.

The Borrower promises also to pay interest on the unpaid principal amount of each Loan in like money at said office from the date such Loan is made until paid at the rates and at the times provided in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, dated as of August 18, 1999, among the Borrower, the Bank, the other financial institutions party thereto and the Agent (as from time to time in effect, the "Credit Agreement") and is entitled to the benefits thereof. Capitalized terms used herein shall have the meanings assigned thereto in the Credit Agreement. This Note is secured by the Security Documents. As provided in the Credit Agreement, this Note is subject to voluntary and mandatory prepayment, in whole or in part, and Loans may be converted from one Type into another Type to the extent provided in the Credit Agreement.

In case an Event of Default shall occur and be continuing, the principal of and accrued interest on this Note may be declared to be due and payable in the manner and with the effect provided in the Credit Agreement.

The Borrower hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

WIRELESS FACILITIES, INC.

By _____

Name: _____

Title: _____

NOTE

\$10,000,000

San Diego, California
October 15, 1999

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WIRELESS FACILITIES, INC.

By /s/ Masood Tayebi

Name: Masood Tayebi

Title: President

 Confidential Treatment Requested
 under 17 C.F.R.(S)(S)200.80(b)(4)
 200.83 and 230.406

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is entered into as of 04 August 1999 (the "Effective Date") by and between Ericsson Telecom, S.A. de C.V., a Mexican corporation ("Client") and WFI de Mexico, S. de R.I. de C.V., a Mexican entity and its U.S. parent company Wireless Facilities, Inc. (collectively, "WFI"). (Client and WFI are each hereinafter referred to individually as a "Party" or collectively as "Parties").

RECITALS

A. WFI and Client's predecessor in interest QUALCOMM Wireless Services Mexico, S.A. de C.V. ("QUALCOMM") entered in a Preferred Services Provider Agreement dated September 23, 1998, as amended (the "Original Agreement").

B. Client is presently constructing and preparing to deploy a CDMA Personal Communications Services network throughout Mexico, which project (the "Pegaso Project") was initiated by QUALCOMM for Pegaso PCS, S.A. de C.V. ("Pegaso"), and assumed by Client. WFI was assigned work for the Pegaso Project under the Original Agreement, which work is proceeding as of the Effective Date.

C. Client and WFI wish to continue and extend WFI's engagement to perform various RF Engineering, Operations and Maintenance and other services for the Pegaso Project and for future projects, and to replace the Original Agreement with a new agreement setting forth revised terms and conditions of such engagement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE I. ASSIGNMENT OF SERVICES AND TERM OF AGREEMENT

1.01. Description of Services. In accordance with the terms and

 conditions of this Agreement, WFI hereby agrees to provide Client with services in one or more of the following functional categories as necessary to support Client's planned telecommunications development activities (the "Services"):

- (a) RF Engineering Services;
- (b) Fixed Network Engineering Services;
- (c) Construction Management Services;
- (d) Operations and Maintenance Services ("O&M"); and
- (e) Other Services as Client may request.

Descriptions of each category of Services to be performed by WFI for Client shall be listed a fully executed Work Order (such list referred to as the "Scope of Services"), and billed on a fixed fee or hourly basis, as agreed by the Parties from time to time (each separately referred to as a "Work Order"). Each fully executed Work Order shall be attached hereto and made a part of this Agreement.

1.02. Work Orders and Notice to Proceed.

 (a) Client may assign additional work to WFI by issuing to WFI from time to time a signed Work Order, in substantially the form attached as Exhibit

 II. WFI shall begin to render Services to Client under a Work Order after WFI

 has indicated its acceptance of the work by countersigning and returning the

Work Order to Client. Each Work Order shall incorporate by reference all of the terms and conditions set forth in this Agreement, however, in the case of conflict between the terms of a Work Order and this Agreement, the terms of the Work Order shall control, but only for the duration of the Services performed under that particular Work Order.

(b) In addition to the provisions of Section 1.02(a) the following procedure shall apply to categories of Services that are performed by WFI, accepted by Client and billed to Client on a Per-Site basis ("Per-Site Services"). Client shall deliver to WFI a written notice indicating Client's request for WFI to proceed to perform the identified Per-Site Services on an identified Site or Sites, and WFI shall not be authorized by Client to proceed with Per-Site Services on any such Site until WFI has received such notice.

1.03. Term of Agreement. The initial term of this Agreement shall be one

(1) year from the Effective Date (the "Initial Term"). At the expiration of the Initial Term, this Agreement shall renew for one (1) year ("Renewal Term"), unless the duration of a Work Order exceeds such term, in which case the Agreement shall remain in effect throughout the duration of such Work Order. A Party may indicate its intention to renegotiate the terms of this Agreement, but only upon written notice thirty (30) days prior to the expiration of the Initial Term or a Renewal Term. This agreement shall renew annually.

ARTICLE II. COMPENSATION AND PAYMENT

2.01. Compensation. Client shall pay WFI for all Services assigned by and

rendered to Client pursuant to this Agreement and to any and all Work Orders issued hereunder based upon a Pricing Schedule to be set forth in or attached to each Work Order ("Service Fees") and including agreed-upon out-of-pocket expenses incurred by WFI in its performance of Services. The Service Fees may be adjusted based upon the Change Order procedure set forth in Section 3.02. All work performed by WFI at Client's request in addition to the Services specifically set forth in any particular executed Work Order ("Out-of-Scope Services") shall be compensated in accordance with the Hourly Rates as agreed upon by the Parties and set forth in Exhibit I. WFI shall have the right to

review and adjust such Hourly Rates annually. To that end, at least sixty (60) days prior to the anniversary of the Effective Date. WFI shall propose, in writing, to Client any requested adjustments to the Hourly Rates, and the Parties shall negotiate in good faith to agree upon adjusted Hourly Rates. Adjusted Hourly Rates shall apply to all Services performed after the anniversary date.

2.02. Taxes. All taxes and similar assessments, levies and

government-imposed obligations with respect to WFI's income derived from its performance of Services hereunder shall be the obligation of and be paid by WFI. Client shall pay all other applicable taxes, including IVA (Value Added Tax), which shall be added to each invoice as required by Mexican law.

2.03 Invoices and Payments.

(a) Invoicing terms for reimbursable expenses are set forth in Exhibit I of this Agreement. All invoices shall be in U.S. Dollars, with

conversion-into Mexican pesos at the Mexican Ministry of Finance's (Secretaria de Hacienda y Credito Publico) published daily rate at the time of invoicing, and payments shall be made in Mexican pesos in the amount invoiced. Unless a Work Order specifies otherwise, WFI may invoice Client monthly for (i) all Service Fees (including those for Out-of-Scope Services), whether billed on a fixed fee basis or in accordance with WFI's Hourly Rates, and (ii) any reimbursable expenses incurred in the previous period, all as set forth in Exhibit I.

(b) All invoices are due and payable by Client within forty-five (45) days of the date of receipt by Client. Client shall review the invoices and notify WFI in writing within thirty (30) days of receipt of the invoice of any question, objection or dispute Client may have in connection with the invoice. If any items are disputed, only the disputed items may be withheld from payment, but only until such dispute between the Parties is resolved as set forth in Article X below, and Client shall pay the remaining undisputed portion of the invoice in accordance with the terms of this Agreement. Client shall be deemed to have fully approved the invoice and waived all such objections or disputes to the Service Fees and expenses invoiced if Client has not raised any question, objection or dispute within thirty (30) days after receipt of an invoice.

Client shall pay interest on outstanding invoiced charges at the rate of [***] percent and [***] of the overdue amount due per month.

2.04. [***] Throughout the Initial Term and any renewal terms in which this Agreement is in effect, WFI shall [***] which shall [***] under this Agreement [***]. For each [***] under this agreement Client [***]. WFI will [***].

ARTICLE III. CHANGE ORDERS AND OUT-OF-SCOPE SERVICES

3.01. Changes. Client shall have the right, during the term of this Agreement and during WFI's performance of any Services assigned hereunder, to make modifications, alterations or changes within the general scope of Services, including changes resulting from Client's re-design or change to specifications provided to WFI (collectively, "Changes"). Client shall request Changes in accordance with the procedures set forth in this Article III.

3.02. Change Order Procedure. Client shall advise WFI's Authorized Representative (as hereinafter defined) in writing, in the event that Client contemplates making any Changes. WFI shall use its best efforts to submit to Client, within [***] but in no event later than [***] following Client's request for Changes: (i) a written estimate of the projected change in the cost to Client of the performance of the Services, (ii) the effect such Changes are expected to have on the Project Schedule, and (iii) the potential effects of the Changes on WFI's ability to comply with any of its obligations hereunder. If Client and WFI cannot agree upon a fixed price for such Changes, then WFI, if directed by Client to proceed with the Changes, shall be compensated on a time and materials basis in accordance with the Hourly Rates set forth in Exhibit I.

WFI shall proceed to perform such Changes only upon issuance by Client of an executed Change Order/Out-of-Scope Authorization in substantially the form attached as Exhibit III.

3.03. Out-of-Scope Services. In the event that Client requests WFI to perform services not delineated in the Scope of Services, then Client shall advise WFI's Authorized Representative of such request. WFI may perform Out-of-Scope Services at Client's request. In such event, Client and WFI shall execute an Out-of-Scope Work Authorization, in substantially the form attached as Exhibit III, which shall include WFI's estimate of the number of hours needed to perform the requested Out-of-Scope Services. WFI shall proceed to perform such Out-of-Scope Services, but only upon issuance by Client of an executed Change Order/Out-of-Scope Authorization Memorandum. WFI shall be compensated for Out-of-Scope Services and for reimbursable expenses associated therewith in accordance with the Hourly Rates as agreed upon by the Parties and set forth in Exhibit I.

ARTICLE IV. DELIVERY AND ACCEPTANCE

4.01. Deliverables; Acceptance. WFI shall deliver to Client all items, work product and completed Sites required to be delivered to Client under an applicable Work Order, including completion of all required inspections, walk-throughs and resolution of punch list items in accordance with the Scope of Services and Project Schedule, as may be adjusted from time to time (collectively, "Deliverables"), only after each of the following conditions has been met: (i) WFI has completed all Services assigned for such Site; (ii) Client has communicated to WFI Client's receipt and acceptance of such Services ("Acceptance"); (iii) Client has paid WFI in full for all Service Fees, whether milestone, lump-sum or hourly based, pursuant to the provisions of an applicable Work Order and this Agreement; and (iv) Client has reimbursed WFI for all reimbursable expenses, together with all associated pass-through fees as described in the Work Order or in this Agreement, as applicable.

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ARTICLE V. WFI'S WARRANTIES AND RESPONSIBILITIES

5.01. General Warranty. WFI warrants to Client that all Services shall

be performed (i) in accordance with generally accepted industry practices for similarly situated firms; (ii) in accordance with all federal, state and local laws, ordinances, regulations and codes (collectively, "Laws") applicable and in effect at or prior to the commencement of WFI's Warranty Period (as defined herein; and (iii) in a good and workmanlike manner. WFI's warranties made to Client hereunder shall be effective for a period of [***] days from the earlier of the date of (i) Client's Acceptance of the Deliverables; (ii) Client's first use of the Deliverables; (iii) the substantial completion or date of notice of completion of any work item, services rendered or Site (all as defined in the applicable Work Order); or (iv) the termination of this Agreement ("WFI's Warranty Period").

5.02. Correction of Nonconforming or Defective Services. If Client

notifies WFI in writing during WFI's Warranty Period that any part of the Services does not meet the standards specified in Section 5.01 (such notice to be provided no later than [***] after Client becomes aware of the nonconformity or defect), then WFI shall, at its own cost, promptly refinish, repair or replace, at its option, such nonconforming or defective part of the Services, within the original Scope of Services. If WFI does not promptly commence to correct any nonconforming or defective Services or any part thereof, Client shall give WFI at least [***] written notice prior to proceeding with any correction of nonconforming or defective Services that Client reasonably believes involves a warranty claim. If WFI fails to respond to such notice, Client may proceed with the correction of such nonconforming or defective Services and all reasonably incurred expenses of such correction shall be charged to WFI.

5.03. Wear and Tear. WFI does not warrant against and shall have no

liability for the effects of ordinary wear and tear, erosion or corrosion, or inoperability of a Site due to faulty operations or maintenance by Client or its contractors, or conditions of service more severe than specified in the Scope of Services or other technical documents included with this Agreement. Further, WFI shall have no liability for defects in the Services unless Client demonstrates that the defect is not attributable to WFI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client.

5.04. Limitation of Warranty. THE WARRANTIES CONTAINED IN THIS ARTICLE V

ARE IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SHALL GOVERN AND SUPERSEDE ANY OTHER TERMS IN THIS AGREEMENT. Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of WFI and Client, whether based on contract, negligence or otherwise with respect to, or arising out of such Services as provided hereunder. Unless a statement in this Agreement is specifically identified as a warranty, the statements made in this Agreement by WFI relating to its Services are not warranties and do not form part of the basis of the bargain, but are merely made in the course of the negotiations of the Parties.

5.05. WFI's Authorized Representatives. WFI shall assign an individual

to serve as Account Manager, and, upon issuance of a Work Order, shall appoint an individual to serve as WFI's Project Manager for the Services performed for Client on each project. Both the Account Manager and WFI's Project Manager shall be WFI's Authorized Representatives, authorized to act on WFI's behalf at all times with respect to the project and the terms and conditions of WFI's performance of Services hereunder. No individuals other than WFI's Authorized Representatives shall be authorized to act on WFI's behalf with respect to such terms and conditions, and Client shall not be entitled to rely on the representations of any other WFI employee, contractor or agent to vary the terms, conditions and obligations of the Parties under this Agreement or any Work Order issued hereunder.

5.06. WFI's Project Manager.

(a) WFI shall, upon issuance of a Work Order, appoint an individual to serve as WFI's Project Manager for the Services performed for Client on each project. WFI's Project Manager shall be WFI's Authorized Representative, authorized to act on WFI's behalf at all times with respect to the project. WFI's Project Manager's instructions, requests and decisions shall be binding upon WFI as to all matters pertaining to this Agreement and the performance by the Parties of their obligations hereunder, provided, however, that no

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amendment or modification of this Agreement shall be effected except by a written amendment or duly executed Change Order Out-of-Scope Authorization.

(b) WFI's Project Manager shall consult with Client periodically and on a regularly scheduled basis, WFI's Project Manager shall deliver to Client no less frequently than monthly by the tenth (10th) day of each calendar month, a written report of progress on the project during the preceding month (each, a "Progress Report"). The Progress Report shall, in reasonable detail, report on all major material facets of activities and progress in the performance of the Services, indicating milestones reached and the occurrence of any special events or circumstances affecting or relating to the Services and project. Further, the Progress Report shall evaluate problems and deficiencies and describe any planned corrective action.

5.07. Project Schedule. WFI shall prepare, in accordance with Client's

project objectives and provide to Client a Project Schedule, showing major and billable (if appropriate) milestones for the Services to be provided for the project, on a Site-by-Site basis if appropriate. The Project Schedule shall reflect the actual date of delivery of the applicable fully executed Work Order, which date shall be deemed the start date of the Services. It is expressly understood by both Parties that the Project Schedule may be adjusted during the project based on Changes, Force Majeure Events, lack of timely responses to WFI from Client or other unforeseen delays.

5.08. Staffing. WFI shall commit to each project personnel as needed to

meet its obligations under this Agreement. A list of key personnel functions required for the project is attached hereto or may be agreed upon for, and attached to each Work Order. WFI warrants that the personnel assigned to the project ("Project Staff") shall have the requisite skill, expertise and experience to perform the Services in accordance with WFI's warranty for the Services set forth in Section 5.01(b) above. Project Staff shall be under the direct or indirect supervision of WFI's Project Manager, and Client shall bring to WFI's Project Manager exclusively any issues relating to the performance or attitude of Project Staff. WFI's Project Manager shall promptly address such issues and take appropriate corrective or disciplinary action.

5.09. Permits; Compliance with Laws. For the duration of WFI's

performance of Services for the project, WFI shall:

(a) Obtain, at its own expense, but with Client's reasonable assistance if necessary, all applicable permits and licenses required by any state or local government agency in order to lawfully perform the Services (collectively, "Permits"); and

(b) Comply with the provisions of all Laws applicable to its performance of the Services.

Client, however, assumes all responsibility for obtaining Permits and complying with Laws following Acceptance of any Site or Services from WFI.

ARTICLE VI. CLIENT'S RESPONSIBILITIES

6.01. Appointment of Client's Authorized Representative. Client shall

promptly appoint an individual as Client's WFI's Authorized Representative, authorized to act on Client's behalf at all times with respect to the project. Client's Authorized Representative's instructions, requests and decisions shall be binding upon Client as to all matters pertaining to this Agreement and the performance by the Parties of their obligations hereunder, provided, however,

that no amendment or modification of this Agreement shall be effected except by a written amendment or fully executed Change Order/Out-of-Scope Authorization.

6.02. Duties of Client's Authorized Representative. Client's Authorized

Representative shall be WFI's and WFI's Authorized Representatives' primary point of contact with Client, and WFI shall be entitled to rely on Client's Authorized Representative's direction, requests, instructions and decisions as those of Client. Client's Authorized Representative shall promptly respond to all inquiries and requests for action by WFI's Project Manager or Project Staff related to the project and Services. Any unreasonable delay by Client in providing such responses shall be cause for delay and readjustment of the Project Schedule at Client's sole cost and with no effect on WFI's compensation hereunder.

6.03. Client's Permits. Client shall obtain at its own expense, but with

WFI's reasonable assistance if necessary, all applicable permits and licenses required by any federal, state or local government agency to be taken out in the name of Client in order to lawfully implement the project.

6.04. Environmental Conditions. Anything in this Agreement to the

contrary notwithstanding, title to, ownership of and legal responsibility and liability for any Environmental Hazard shall at all times remain with Client, and WFI shall have no liability for the indemnification, treatment or handling of any Environmental Hazard. For purposes of this Agreement, the term "Environmental Hazard" means any existing or potentially hazardous or toxic substance, pollutant, contaminant or condition as defined or classified under applicable federal, state or local laws governing environmental matters and pertaining to any Site, which was not brought to the Site by WFI, including, without limitation, conditions requiring the preparation of any environmental impact statement under such laws.

6.05. Access. Client shall provide WFI with access to any Site or

facility at all times as necessary for WFI's performance of Services.

ARTICLE VII. CONTRACTORS

7.01. Contractors. WFI may delegate to unaffiliated third party

contractors ("Third Party Contractors") such duties as WFI deems necessary for the successful completion of Services performed for the project. WFI shall be responsible to Client for the completion of all work by Third Party Contractors. WFI may have portions of the Services performed by its affiliated entities or their employees, in which event WFI shall be solely responsible for such Services and Client shall look solely to WFI as if such Services were performed by WFI.

ARTICLE VIII. DEFAULT, BREACH, TERMINATION AND SUSPENSION

8.01. Default by Client. Any of the following shall be deemed a default by

Client under this Agreement: Client's failure to: (i) timely pay undisputed invoiced fees and reimbursable expenses in accordance with the procedures set forth in this Agreement; and/or (ii) respond within a reasonable time to WFI's requests for required information or approval, thereby affecting WFI's ability to meet the Project Schedule. WFI shall promptly notify Client in writing of any such default and Client shall have thirty (30) days after receipt of such written notice to cure such default. In the event that Client defaults as defined in subsection (i) above, WFI shall have the right to suspend its further performance of Services for Client under this Agreement and any Work Orders, until Client has cured such default. In the event of such suspension, the provisions of Section 8.05(a) below shall apply.

8.02. Default by WFI. WFI's failure to timely or completely perform, in

accordance with professional standards obtaining for similarly situated telecommunications outsourcing firms, the Services assigned to WFI pursuant to this Agreement and any fully executed Work Orders shall be a default hereunder. Client shall notify WFI in writing within ten (10) days after the occurrence of a default. WFI shall have thirty (30) days after receipt of Client's written notice of default to cure such default.

8.03. Termination in Event of Default. Either Party may terminate this

Agreement immediately upon written notice to the other Party under any of the following circumstances, each of which shall constitute a material breach of this Agreement: (i) the other Party fails to cure any default hereunder within the applicable notice and cure periods as provided in Sections 8.01 and 8.02 above; (ii) the other Party makes an assignment for the benefit of creditors (other than solely as an assignment of moneys due); (iii) the other Party becomes unable to pay its debts as they become due, unless assurance satisfactory to the terminating Party is provided within thirty (30) days of receipt of its notice of termination hereunder; or (iv) the other Party becomes the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless such proceeding is dismissed or withdrawn within forty-five (45) days of the non-defaulting Party's receipt of the defaulting Party's notice of termination hereunder.

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8.04. Procedure upon Expiration or Termination.

(a) Upon the expiration or termination of this Agreement, WFI shall promptly return to Client, or destroy, as Client may direct, all of Client's property in WFI's possession. Each Party shall render to the other such reasonable assistance as may be necessary for the orderly continuation of the other Party's business.

(b) If Client terminates this Agreement or a Work Order for any reason, WFI shall be entitled to payment and reimbursement, respectively, for its Services rendered and reasonable expenses incurred in connection with the project up until receipt of such notice. If the Services are compensated in accordance with a schedule of payment or performance milestones ("Fixed Fee Services"), then Client shall compensate WFI for all Services performed, whether or not milestones have been fully completed as of the date of termination. If this Agreement or any Work Order for Fixed Fee Services is terminated for any reason prior to the completion of all required milestones, WFI shall be entitled to: (i) [***] and (ii) [***]. In the event that WFI terminates this Agreement, then, in addition to the compensation described in this Section 8.04(b), WFI shall be entitled to reimbursement of any reasonable expenditures (together with the administrative mark-up set forth in Exhibit I) incurred as a result of the

premature wind-up of WFI's work, including without limitation, any suspension or cancellation charges imposed by vendors, lessors and Third Party Contractors on the project. Under no circumstances shall WFI be required to reimburse Client for fees or expenses incurred in securing and compensating replacement providers of any of the Services.

8.05. Suspension of Services. Client may, at any time after WFI has begun

to perform Services and for any reason, suspend performance of the Services or any portion thereof by giving written notice to WFI. Suspension shall continue for the period specified in Client's suspension notice (the "Suspension Period"), provided that no Suspension Period shall exceed [***]. Immediately

upon commencement of the Suspension Period, Client shall direct WFI to either demobilize its project team and wind up its performance of Services for the duration of the Suspension Period, or to keep the project team in place and available for remobilization at the conclusion of the Suspension Period.

(a) If Client requests that WFI demobilize its project team and wind up performance of the Services, then WFI shall be paid for (i) [***], (ii) [***] and (iii) [***].

(b) If Client suspends the Services, and requests that WFI keep its project team in place, then in addition to the compensation described in Section 8.05(a), Client shall pay WFI and other [***] during [***].

(c) Upon Client's notification to WFI that Client wishes to end the Suspension Period and reactivate WFI's performance of the Services (i) Client shall compensate WFI [***], including, without limitation, [***] and other related [***] (ii) [***] (iii) any of [***] shall be [***] and (iv) WFI shall [***] to [***].

(d) If, at the end of the specified Suspension Period (or when the aggregate duration of all Suspension Periods equals or exceeds [***], Client has not requested WFI to resume performing the Services or has not notified WFI of any extension of the Suspension Period, WFI may elect to treat the suspension as a termination of the applicable Work Order or of the entire Agreement, effective as of the commencement date of the Suspension Period. In such event, WFI may immediately wind up all of its

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activities with respect to the terminated Services and Client shall compensate WFI from the date of suspension in accordance with the provisions of Section 8.04(b).

ARTICLE IX. RELATIONSHIP OF PARTIES

9.01. Independent Contractor. WFI is and shall act as an independent

contractor in the performance of its obligations under this Agreement. Notwithstanding the foregoing, both Parties acknowledge and agree that WFI employees, during the Initial Term and any Renewal Terms, shall be working at the direction and management of Client, however, WFI shall retain full control of and supervision over its own employees. WFI's personnel performing Services are agents, employees or contractors of WFI and are not employees of Client. Nothing herein shall be deemed to create any other relationship between the Parties, including, without limitation, a partnership, joint venture, employer-employee or attorney-client relation. WFI shall be solely liable for all matters relating to compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local laws, rules and regulations governing its employees. WFI will honor Client's request for the removal of any particular WFI employee from the project for inadequate performance, qualifications or attitude.

9.02. Solicitation of Employees. WFI and Client agree that, during [***]

neither Party shall solicit nor accept for employment any employees of the other who have worked on or performed Services in connection with the project, without first obtaining the other Party's express written consent.

9.03. [***] During the Initial term, and throughout the duration of any renewals thereof, WFI [***] and [***] provided, however, that [***].

ARTICLE X. DISPUTE RESOLUTION

10.01. Arbitration of Disputes. All claims, whenever brought and whether

between the Parties or between one of the Parties and the employees, agents or affiliated businesses of the other Party shall be resolved by binding arbitration in accordance with this Section; provided that the Parties have

first complied with the procedures of Sections 2.03(b) and Article VII, as applicable.

(a) Prior to filing any claims for binding arbitration (as provided below), the Parties shall in good faith first negotiate a written resolution of such dispute or claim for a period not to exceed thirty (30) days from the date of receipt of a Party's request for such negotiation. Executives or managers of each Party who have the authorization to resolve any such dispute or claim shall conduct such negotiations. In the event the Parties cannot negotiate a written resolution to such dispute or claim during the thirty (30) day negotiation period provided hereunder, either Party may submit the matter to binding arbitration in accordance with the provisions of this Section.

(b) A single, mutually agreeable arbitrator engaged in the practice of law and knowledgeable about telecommunications law and engineering practices shall conduct the arbitration in accordance with the then current commercial arbitration rule of the International Arbitration Association ("IAA"). The arbitration shall be conducted in Mexico, D.F.

(c) All expedited procedures prescribed by the IAA shall apply. The arbitrator's decision shall state the reasoning by which the arbitrator determined the award. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

(d) Each Party shall pay its own costs and expenses incurred in connection with the arbitration, including legal fees, and each Party shall pay one-half the arbitrator's professional fees.

* Confidential Treatment Requested

ARTICLE XI. INSURANCE

11.01. Commencing on the Effective Date and throughout the term of this Agreement, WFI shall maintain; (a) comprehensive General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence for bodily injury or death, personal injury and property damage liability; (b) Workers Compensation coverage with statutory limits; and (c) Business Automobile Liability Insurance with a combined single limit, including owned and rented vehicles, of \$1,000,000. WFI shall name Client as an additional insured and promptly provide Client with proof of coverage if requested by Client.

ARTICLE XII. FORCE MAJEURE

12.01. Neither Party shall be liable for any delay or failure in performing its obligations hereunder that is due to circumstances beyond such Party's reasonable control, including, but not limited to, acts of God, civil unrest, riots, war, fire, floods, explosions, inability to obtain required materials and strikes or other concerted acts of labor (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Party whose performance is affected shall give written notice to the other Party describing the affected performance. The Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact of the condition on both Parties. The Party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Event and resume the affected performance. The Project Schedule shall be adjusted for the amount of time that the Force Majeure Event continues to affect performance.

ARTICLE XIII. INDEMNIFICATION, LIMITATIONS AND RISK OF LOSS

13.01. WFI's General Indemnity. WFI shall defend, indemnify and hold

harmless Client and its affiliates and each of their respective successors, assigns, employees, agents, officers and directors (collectively, the "Client Indemnified Persons") from and against all damages, losses, costs and expenses (including attorneys' fees and expenses) (collectively, "Claims") resulting from the death or bodily injury to any person, or damage to any property or Site to the extent caused by the sole negligent, tortious or otherwise unlawful act, error or omission by WFI or contractors under WFI's direct supervision or control.

13.02. Client's General Indemnity. Client shall defend, indemnify and

hold harmless WFI and its affiliates and each of their respective successors, assigns, employees, agents, officers and directors (collectively, the "WFI Indemnified Persons") from and against all damages, losses, costs and expenses (including attorneys' fees and expenses) (collectively, "Claims") resulting from the death or bodily injury to any person, or damage to any property or Site to the extent caused by the sole negligent, tortious or otherwise unlawful act, error or omission by Client or contractors under Client's direct supervision or control.

13.03. General Limitation of Liability. The Parties' rights, liabilities

and responsibilities with respect to the Services shall be exclusively those expressly set forth in this Agreement. NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION: LOSS OF PROFITS, INTEREST, PRODUCT OR SERVICE, BUSINESS INTERRUPTION, COSTS OF REPLACEMENT SERVICES, AND INCREASED COSTS OF OPERATION, MAINTENANCE OR STAFFING. Notwithstanding anything that may appear to the contrary herein, in no event shall WFI be liable in the aggregate for more than WFI actually received from Client under this Agreement.

13.04. Waivers and Amendments. Either Party's waiver of any default by

the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by an authorized representative of each Party.

ARTICLE XIV. INTELLECTUAL PROPERTY

14.01. Ownership of Data Products and Software. All data products

purchased for a project shall be the property of Client. All licensed software used by WFI in the performance of Services is and shall remain the property of WFI unless purchased by Client on a pass-through basis in accordance with Exhibit I attached hereto. WFI shall own exclusively the rights to any

software, program, algorithm or other copyrightable material (collectively, "Material") that was owned by or licensed to WFI prior to its execution of this Agreement, regardless of the use or presence of such Material in the creation of any work product or deliverable for Client, unless the Parties agree otherwise in writing.

14.02. Confidential Information. Each Party may make available to the

other access to certain trade secrets and other confidential technical, business and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is clearly and identifiably marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The obligations of this Section 14.02 shall survive for [***] after the termination or expiration of this Agreement.

ARTICLE XV. GENERAL PROVISION

15.01. Governing Law: Consent to Jurisdiction and Venue. Except as may

apply to claims submitted to arbitration under Article X, this Agreement shall be construed in accordance with the laws of the Mexican United States, irrespective of conflict of law principles. Each Party hereby agrees to submit to the in personam jurisdiction of and consents to venue in the courts in

Mexico, D.F. for any suit, action or proceeding between the Parties that arises out of this Agreement or the Parties' performance of their obligations hereunder, and expressly agrees to waive any defenses thereto.

15.02. Severability. If any provision or any part of a provision of this

Agreement shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each Party shall be construed and enforced accordingly.

15.03. Survival. The terms, conditions and warranties contained in this

Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive; including, without limitation, the provisions of Articles [***].

15.04. Assignment. This Agreement is binding upon and inures to the

benefit of the Parties and their respective permitted successors and assigns. A Party may assign its rights and/or delegate its duties under this Agreement to a third party only with the prior written consent of the other Party, except that an assignment to a third party that controls, is controlled by, is under common control with, or is the legal successor of the assigning Party, shall not require such consent. Any assignment of rights or delegation of duties under this Agreement by a Party will not release that Party from its obligations hereunder.

15.05. Entire Agreement: Modifications. This Agreement, including the

Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the Effective Date with respect to the Services. All prior and contemporaneous agreements, representations, statements, negotiations and understanding, whether written or oral, are superseded by this Agreement. This Agreement may be modified only in a written document signed by both Parties.

15.06. Headings: Construction: Incorporation or Recitals. The headings of

the sections of this Agreement are inserted for convenience only and are not intended to affect its meaning or interpretation. In this Agreement, the singular shall apply to the plural and the plural to the singular, unless the context clearly indicates otherwise. The recitals set forth in the beginning of this Agreement are hereby incorporated and

* Confidential Treatment Requested

made a material part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

15.07. Further Assurances. The Parties shall execute and deliver such further documents and instruments and perform such further acts as may be reasonably be required to carry out the intent and purposes of this Agreement.

15.08. Jointly Drafted; Counsel. This Agreement shall be deemed drafted by both Parties and, in the event of a dispute, shall not be construed against either Party. Each Party acknowledges that it has had opportunity to consult with counsel of its own choosing prior to entering into this Agreement.

15.9. Authorized Signature. Each Party represents to the other that the person signing this Agreement on its behalf is duly and fully authorized to bind such Party to all of its obligations herein.

15.10. Notices. Except as otherwise provided herein, all notices or other communications to be given by either Party to the other shall be deemed duly given when made in writing and delivered in person or when deposited in the United States mail, postage prepaid, certified, return receipt requested or sent via confirmed facsimile, and addressed as follows:

If to WFI:

Jay Tayebi, Executive Officer
WFI de Mexico, S. de R.L. de C.V.
Goethe 40 Esq. Darwin
Col. Anzures, 11560 Mexico D.F.
Telephone: (525)203-9830
Fax: (525)203-1270

If to Client:

Lic. Ricardo Arguijo Sverdrup
Ericsson Telecom, S.A. de C.V.
Via Dr. Gustavo Baz No. 2160
Fraccionamiento Industrial La Loma,
Tlalnepantla, Estado de Mexico, C.P. 54060
Telephone: (525)726-2170
Fax: (525)397-7721

A Party may change its notice address by notifying the other in accordance with this Section.

15.11. Exhibits. The following Exhibits are attached hereto and incorporated herein:

- Exhibit I: Hourly Rates, Expense Reimbursement and Invoice Schedule
- Exhibit II: Sample Work Order
- Exhibit III: Sample Change Order/Out-of-Scope Work Authorization
- Exhibit IV: Staffing Schedule

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ERICSSON TELECOM, S.A. DE C.V.

WFI DE MEXICO, S. DE R.L. DE C.V.

Lic. Ricardo Arguijo Sverdrup
Legal Counsel
Date: 04 August 1999

Jay Tayebi
Executive Officer
Date: 04 August 1999

Exhibit I
to
Master Services Agreement
Between Ericsson Teleema, S.A. de C.V. and WFI de Mexico, S. de R.L. de C.V.

Hourly Rates, Expense Reimbursement and Invoice Schedule

Hourly Rates

The Hourly Rates set forth below shall apply to all Services performed by WFI, unless a Work Order specifically states otherwise. For all Services performed by WFI that are in addition to those described in any particular executed Work Order ("Out-of-Scope Services"), Client shall compensate WFI on an hourly basis in accordance with the rates set forth in the table below. WFI may invoice Client monthly for all hourly-billed Services and for any Out-of-Scope Services rendered the previous period. ALL RATES ARE QUOTED IN U.S. DOLLARS, BUT SHALL BE PAID IN MEXICAN PESOS IN ACCORDANCE WITH SECTION 2.03 OF THE MASTER SERVICES AGREEMENT.

| | | |
|---|----------|----------|
| Senior System Engineer | \$ [***] | \$ [***] |
| Senior Network Engineer | \$ [***] | \$ [***] |
| System Engineer | \$ [***] | \$ [***] |
| Field Engineer | \$ [***] | \$ [***] |
| Hardware/Software Engineer | \$ [***] | \$ [***] |
| Senior Project Manager | \$ [***] | \$ [***] |
| Project Manager | \$ [***] | \$ [***] |
| Construction Manager | \$ [***] | \$ [***] |
| Project Controls Manager | \$ [***] | \$ [***] |
| Engineering Manager | \$ [***] | \$ [***] |
| Senior Construction Engineer | \$ [***] | \$ [***] |
| Senior Project Controls Engineer | \$ [***] | \$ [***] |
| Senior Engineer -- Design Review | \$ [***] | \$ [***] |
| Technicians | \$ [***] | \$ [***] |
| Document Controls | \$ [***] | \$ [***] |
| Network Engineering Consulting - Manager | \$ [***] | \$ [***] |
| Network Engineering Consulting -- Sr. Engineer | \$ [***] | \$ [***] |
| Network Engineering Consulting -- Design Engineer | \$ [***] | \$ [***] |
| Network Engineering Consulting -- Assoc. Engineer | \$ [***] | \$ [***] |
| Network Engineering Consulting -- Technician | \$ [***] | \$ [***] |
| Civil Works Supervisor | \$ [***] | \$ [***] |
| Fields Administrator | \$ [***] | \$ [***] |
| Logistics Manager | \$ [***] | \$ [***] |
| Field Commissioning Technicians | \$ [***] | \$ [***] |

Additional Per Diem and Living Expenses. Client agrees to reimburse WFI for [***] including [***] if applicable.

WFI agrees to provide the [***] and [***] for the [***] of [***] U.S. dollars [***].

Client will pay [***] as follows: (a) [***] and (b) [***].

The above rates include [***].

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Exhibit I
to
Master Services Agreement

Expense Summary

The Hourly Rates are inclusive of expense categories indicated with an "X" in the table below. Unmarked expense categories are considered pass-through expenses to be reimbursed at WFI's cost plus a [***]% administrative fee. WFI may invoice Client monthly for reimbursable pass-through expenses and administrative fees.

| Expense Category | Expatriates | Mexican Nationals |
|--|-------------|----------------------|
| Travel Expenses | [***] | [***] |
| Project Administrative Tasks | [***] | [***] |
| Office Space | [***] | [***] |
| Profit | [***] | [***] |
| Corporate G&A Expense | [***] | [***] |
| Taxes | [***] | [***] |
| Business Entertainment | [***] | [***] |
| Postage | [***] | [***] |
| Small Tools | [***] | [***] |
| Telecommunications Expense | [***] | [***] |
| Licenses and Permits | [***] | [***] |
| Import Taxes | [***] | [***] |
| Tax Expense | [***] | [***] |
| Telephone | [***] | [***] |
| Local Transportation | [***] | [***] |
| Computers - Laptops (including Microsoft Office and Windows 95 or Windows 98 software) | [***] | [***] |
| Office Equipment | [***] | [***] |
| Expendables | [***] | [***] |
| Utilities | [***] | [***] |
| Office Security | [***] | [***] |

* Confidential Treatment Requested

Exhibit II
to
Master Services Agreement
Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, de R.L. de C.V.

Sample Work Order

WORK ORDER NO.: _____

DATE: _____, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of Master Services Agreement (the "Agreement") dated _____, 1999 by and between Ericsson Telecom, S.A. de C.V. ("Client") and WFI de Mexico, S. de R.L. de C.V. and its affiliates ("WFI") and according to the following terms:

1. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[Description of Services and tasks--See attachments]
2. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services [at a per-site rate of \$_____ or in accordance with the hourly rates set forth in Exhibit I to the Agreement]. Client shall pay Service Fees for Out-of-Scope Services, reimbursable expenses (together with applicable administrative fees) and Materials Management Services, if any, (together with applicable administrative fees) in accordance with Exhibit I of the Agreement.
3. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees [in accordance with the schedule of Payment Milestones per Attachment ___ to this Work Order/set forth in the table below or monthly for Services billed at the hourly rates set forth in Exhibit I to the Agreement]. WFI shall

invoice Client for Service Fees for Out-of-Scope Services, reimbursable expenses (together with applicable administrative fees) in accordance with Exhibit I of the Agreement.

4. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Section 2.03(b) of the Agreement.
5. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Project Schedule) immediately upon full execution of this Work Order.
6. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder: however, in case of conflict, the terms of this Work Order shall govern.

ERICSSON TELECOM, S.A. DE C.V.

WFI DE MEXICO, S. DE R.L. DE C.V.

By: _____

By: /s/ ILLEGIBLE SIGNATURE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit III

to

Master Services Agreement

Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, S. de R.L. de C.V.

Sample Change Order/Out-of-Scope Authorization

(Attach to Invoice)

CHANGE ORDER/OUT-OF-SCOPE

AUTHORIZATION NUMBER: _____

SITE NAME: _____

DATE: _____, 1999

SITE NUMBER: _____
(Attach list if multiple sites are affected)

EFFECT ON PROJECT SCHEDULE: ___YES ___NO (If Yes, attach revised Project Schedule)

WFI has been requested to perform the following services in the nature of Changes or Out-of-Scope Services:

[description of services]

Estimated number of hours required to perform above services:

| Job Category | Estimated No. of Hours | Hourly Rate |
|----------------------|------------------------|-------------|
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| _____ | | \$ _____ |
| Estimated Total Cost | | \$ _____ |

Should WFI spend less time to perform the services required, you will, of course, be billed for the lower number of hours at the rates set forth. We will advise you if WFI estimates that more time may be required to perform these services, so that we can reestablish the Project Schedule and estimated cost figures.

Expenses shall be reimbursed in accordance with the provisions of the Master Services Agreement.

This Change Order/Out-of-Scope Authorization is issued subject to and hereby incorporates by reference the Master Services Agreement (including Exhibits thereto) and all applicable Work Orders issued thereunder. In case of conflict, this Change Order/Out-of-Scope Authorization shall control.

Accepted & Approved:

ERICSSON TELECOM, S.A. DE C.V.:

WFI Project Manager: _____

By: _____

Date: _____

Name and Title: _____

WFI Functional Manager: _____

Date: _____

Date: _____

Exhibit IV
to
Master Services Agreement
Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, S. de R.L. de C.V.

Staffing Schedule

WFI's Account Director: Jose Ruiz-de-Chavez

WFI's Project Manager: Per Work Order

Project Staff (by job category):

Per Work Order

Page 16 of 16

Master Services Agreement

Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, S. de R.L. de C.V.

Work Order for Engineering Services on a time and Materials Basis

WORK ORDER NO.: 1
DATE: August 4, 1999
NOT-TO-EXCEED VALUE: \$[***]

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of Master Services Agreement (the "Agreement") by and between Ericsson Telecom, S.A. de C.V. ("Client") and WFI de Mexico, S. de R.L. de C.V. and its affiliates ("WFI") and according to the following terms. This Work Order will cover the period from May 24, 1999 through December 31, 1999.

1. Assignment and Service Fees: The Services to be undertaken under this Work Order shall be performed by WFI personnel under the direction of Client Project Management on a "Time and Materials" basis. Exhibit I to the Agreement contains WFI's labor categories and the hourly rates charged for each category. Client will select WFI personnel to perform Services who fall into one of these labor categories, determine the Services that each WFI employee selected by Client will provide, and specify the schedule within which Services will begin and be completed. As Client's needs for the project change, EM shall be entitled to make any changes at any time at its sole discretion during which Services are being performed.

2. Expenses and Billing:

Billing per person shall be based on actual hours worked.

The Hourly Rates and per diem and living expenses, including car allowance, shown in Exhibit I of the Agreement will apply for the duration of this Work Order. Such rates are subject to annual review and adjustment in accordance with the terms of the Agreement. Client will reimburse WFI for actual airfare to the market where the Services are performed at WFI's cost plus a [***]% mark-up but only for amounts and levels that Client considers to be reasonable, standard, and customary for the environment and business in which Client operates.

WFI shall notify Client in writing, once its total billing for Services performed under this Work Order reaches [***]% of the Work Order Not-to-Exceed Value.

In performing the services covered under this Work Order.

- . Client will furnish to WFI:
 - [***].
 - [***].
- . WFI shall furnish:
 - [***].

* Confidential Treatment Requested

Master Services Agreement

Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, S. de R.L. de C.V.

Work Order for Engineering Services on a Time and Materials Basis

WFI personnel shall submit weekly time sheets to Client's Technical Lead(s) to whom they report. The Client Technical Lead(s) will review them and, if acceptable, shall return them to WFI as approved for inclusion by WFI in its invoice to Client.

All invoices shall be due and payable by Client in accordance with the terms set forth in Section 2.03(b) of the Agreement.

3. Further detail regarding services to be provided and related deliverable to be produced under this Work Order will be specified by Client on an as-needed basis.

4. Points of Contact for this Work Order are:

Technical Lead

Bill Mazilly, Senior Director-Project Management,
858.332.5250 (phone-US)
858.332.7177 (fax-US)
525.100.0905 (phone-Mex.)

WFI Point of Contact

Jay Tayebi, Executive Officer
525-203-9830 (phone-Mex.)

5. Commencement of Services: WFI shall initiate performance of the Services immediately upon full execution of this Work Order.

6. Master Services Agreement: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

ERICSSON TELECOM, SA de CV

WFI de MEXICO, S. de R.L. de CV

By: /s/ illegible signature

By: /s/ JAY TAYEBI

Name: illegible signature

Name: JAY TAYEBI

Title: Legal Counsel

Title: Executive Officer

Date: August 4, 1999

Date: August 4, 1999

* Confidential Treatment Requested

Master Services Agreement

Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, S. de R.L. de C.V.

Work Order for Turnkey RF Engineering Services for 414 Sites (Phase 2)

WORK ORDER NO.:2a
DATE: August 4, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of Master Services Agreement (the "Agreement") dated _____, 1999 by and between Ericsson Telecom, S.A. de C.V. ("Client") and WFI de Mexico, S. de R.L. de C.V. and its affiliates ("WFI") and according to the following terms:

1. Assignment:

WFI shall perform turnkey RF Engineering, Optimization and Equipment services (collectively, the "Services") at Client's direction, for 414 sites in Client's CDMA Network Deployment project in Ensenada, Mexicali and Chapala, Mexico, as described in the Request for Proposal dated _____, 1999, issued by Qualcomm Wireless Services Mexico, S.A. de C.V., Client's predecessor in interest.

2. Fees and Expenses:

Client shall pay to WFI the fixed prices per site as follows:

| | |
|--------------------------|----------|
| RF Engineering | \$ [***] |
| Optimization | \$ [***] |
| Equipment | \$ [***] |
| | ----- |
| Total Fixed Fee per Site | \$ [***] |

WFI shall notify Client in writing, once its total billing for Services performed under this Work Order reaches [***]% of the Work Order Not-to-Exceed Value.

Expenses shall be billed in accordance with the Hourly Rate per diem and living expenses in Exhibit 1 of this agreement for [***]. [***].

. Client will furnish to WFI:
- [***]

- [***]

. WFI shall furnish [***].

* Confidential Treatment Requested

Master Services Agreement

Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, S.de R.L. de C.V.

Work Order for Turnkey RF Engineering Services for 414 Sites (Phase 2)

WFI personnel shall submit weekly time sheets to Client's Technical Lead(s) to whom they report. The Client Technical Lead(s) will review them and, if acceptable, shall return them to WFI as approved for inclusion by WFI in its invoice to Client.

Further detail regarding services to be provided and related deliverables to be produced under this Work Order will be specified by Client on an as-needed basis.

3. Points of Contact for this Work Order are:

Technical Lead

Bill Mazilly, Senior Director-Project Management
858.332.5250 (phone-US)
858.332.7177 (fax-US)
525.100.0905 (phone-Mex.)

WFI Point of Contact

Jay Tayebi, Executive Officer
525-203-9830 (phone-Mex.)

4. Payment of Invoices: All invoices shall be due and payable by Client in accordance with the terms set forth in Section 2.03(b) of the Agreement.

5. Duration of Services: The pricing indicated for the above-described Services is expressly based on the assumption that the Project will continue for a period of [***] from the date that Client gives WFI its Notice to Proceed with the Services under this Work Order. If the Project requires that the Services be performed for longer than such [***] period, then all Services performed after the conclusion of such period will be billed on a time and materials basis in accordance with the terms set forth in Exhibit I of the Agreement.

6. Commencement of Services: WFI shall initiate performance of the Services immediately upon full execution of this Work Order.

7. Master Services Agreement: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

ERICSSON TELECOM, SA de CV

WFI de MEXICO, S de RL de CV

By: /s/ illegible signature

By: /s/ JAY TAYEBI

Name: illegible signature

Name: Jay Tayebi

Title: Legal Counsel

Title: Executive Officer

Date: August 4, 1999

Date: August 4, 1999

* Confidential Treatment Requested

Master Services Agreement

Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, S. de R.L. de C.V.

Work Order for Construction Management Services for 414 Sites (Phase 2)

WORK ORDER NO.: 2b
DATE: August 4, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of Master Services Agreement (the "Agreement") dated _____, 1999 by and between Ericsson Telecom, S.A. de C.V. ("Client") and WFI de Mexico, S. de R.L. de C.V. and its affiliates ("WFI") and according to the following terms:

1. Assignment:

WFI shall perform construction management and quality control services (collectively, the "Services") at Client's direction, for telecommunications sites in Client's CDMA Network Deployment project for Pegaso PCS. SA de CV in Mexico (the "Project"). The Services shall include the following activities:

- . Participate in Project construction meetings
- . Participate in site audit with Alcatel (equipment vendor) Site Acquisition team
- . Initiate memoranda regarding outstanding issues related to construction to Client
- . Revise work quantities and site cost estimates with Alcatel
- . Update Ericsson/Pegaso Construction Tracking Sheet
- . Review construction drawings for acceptance and accuracy
- . Conduct internal safety meetings relevant to the Project
- . Perform quality assurance oversight on all sites under construction
- . Document deficiencies noted on punch list or site acceptance checklist for sites that are substantially complete

2. Fees and Expenses:

Client shall pay to WFI a fixed price per site for the Services, with pricing to vary depending upon the number of WFI personnel deployed, as shown below. Prior to execution and delivery of this Work Order, Client and WFI shall agree on the number of people to be deployed for the Project.

| Number Deployed | Per Site Fee |
|-----------------|--------------|
| ----- | ----- |
| [**] people | \$[**] |
| ----- | ----- |
| [**] people | \$[**] |
| ----- | ----- |

WFI shall notify Client in writing, once its total billing for Services performed under this Work Order reaches [%] of the Work Order Not-to-Exceed Value.

[**] and [**]. [**] and

Master Services Agreement

Between Ericsson Telecom, S.A. de C.V. and WFI de Mexico, S. de R.L. de C.V.

Work Order for Construction Management Services for 414 Sites (Phase 2)

[***]

- . Client will furnish to WFI:
 - [***]
 - [***]
- . WFI shall furnish [***].

Further detail regarding services to be provided and related deliverables to be produced under this Work Order will be specified by Client on an as-needed basis.

3. Duration of Services: The pricing indicated for the above-described Services is expressly based on the assumption that the Project will continue for a period of [***] from the date that Client gives WFI its Notice to Proceed with the Services under this Work Order. If the Project requires that the Services be performed for longer than such [***] period, then all Services performed after the conclusion of such period will be billed on a time and materials basis in accordance with the terms set forth in Exhibit I of the Agreement.
4. Points of Contact: Points of Contact for this Work Order are:
 - Technical Lead
 -
 - Bill Mazilly, Senior Director-Project Management
 - 858.332.5250 (phone-US)
 - 858.332.7177 (fax-US)
 - 525.100.0905 (phone-Mex.)
 - WFI Point of Contact
 -
 - Jay Tayebi, Executive Officer
 - 525-203-9830 (phone-Mex.)
5. Payment of Invoices: All invoices shall be due and payable by Client in accordance with the terms set forth in Section 2.3(b) of the Agreement.
6. Commencement of Services: WFI shall initiate performance of the Services immediately upon full execution of this Work Order.
7. Master Services Agreement: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

ERICSSON TELECOM, SA de CV

WFI de MEXICO, S de RL de CV

By: /s/ illegible signature

By: /s/ JAY TAYEBI

Name: illegible signature

Name: Jay Tayebi

Title: Legal Counsel

Title: Executive Officer

Date: August 4, 1999

Date: August 4, 1999

* Confidential Treatment Requested

AMENDED AND RESTATED

MASTER SERVICES AGREEMENT

Confidential Treatment
Requested under 17
C.F.R. (S) (S) 200.80(b) (4)
200.83 and 230.406

THIS AMENDED AND RESTATED MASTER SERVICES AGREEMENT ("Agreement"), dated as of the ____ day of October, 1999 (the "Effective Date"), is made by and between TeleCorp Communications, Inc., a Delaware corporation and its operating affiliates ("TeleCorp") and Wireless Facilities, Inc., a Delaware corporation and its operating affiliates ("WFI"). TeleCorp and WFI are each sometimes referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, the Parties' legal predecessors entered into a Master Services Agreement dated February 27, 1998 (the "Original Agreement"), as amended by the Revised and Restated First Amendment to the Master Services Agreement dated May 21, 1999 (as amended, the "Amended Original Agreement"), pursuant to which TeleCorp engaged WFI to perform various engineering and site development services in connection with TeleCorp's development of its PCS system in various locations in the United States and [***]; and

WHEREAS, the text of Original Agreement described the specific nature of the services to be performed by WFI and set forth the pricing for each type of services; and

WHEREAS, over the course of their relationship the Parties agreed upon numerous additions and modifications to the nature, locations and pricing of the services described in the Original Agreement, and therefore amended the Original Agreement to include such additions and modifications, resulting in the Amended Original Agreement; and

WHEREAS, to clarify the terms of the Amended Original Agreement and to provide a more efficient mechanism by which TeleCorp may issue further assignments to WFI, the Parties desire to amend and restate the Amended Original Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties do hereby amend and restate the Original Agreement in its entirety, effective as of the Effective Date, as follows:

EXPLANATORY STATEMENT

TeleCorp desires to engage WFI ("General Contractor") to perform numerous different types of services related to TeleCorp's planned personal communication services ("PCS") system (the "System"). These services consist of site acquisition, construction management, program management, microwave relocation and engineering services (each a "Service", collectively the "Services"), all of which are more specifically set forth in Work Orders attached hereto. As of the Effective Date, TeleCorp may assign to WFI additional Services by means of fully executed Work Orders issued from time to time, substantially in the form of

Schedule F attached hereto. TeleCorp and WFI therefore, in consideration of the mutual promises and covenants contained herein, agree as follows:

I. TRADING AREAS AFFECTED; COMMITMENT; TELECORP'S ACQUISITION OF LICENSES

TeleCorp is the license-holder for the FCC "A", "B", "D" and "F" Block licenses (collectively, the "Initial Frequency Blocks") and the FCC "C" Block licenses for the Major Trading Areas and Basic Trading Areas listed on Schedule C attached hereto.

II. RELATIONSHIP OF PARTIES

A. INDEPENDENT CONTRACTOR RELATIONSHIP.

The Parties intend by this Agreement to establish an independent contractor relationship. Neither Party nor their employees shall be agents or legal representatives of the other Party for any purpose. Neither Party shall have the authority to act for, bind, or commit the other Party. WFI and TeleCorp agree that this Agreement does not establish or create a relationship of employer-employee, principal-agent, or a franchise, joint venture, or partnership for any purpose whatsoever.

B. EMPLOYEES

During the term of this Agreement, neither Party shall solicit nor accept for employment any senior management employees of the other Party without first obtaining the express written consent of the other Party. TeleCorp shall have the first right to select which of WFI's project managers shall provide Services hereunder and over any employee of WFI currently rendering services for TeleCorp. TeleCorp shall have the right to request, in writing and upon five (5) days' notice to WFI, that a particular employee of WFI perform no further work in connection with this Agreement. WFI agrees that it will immediately honor any such request made by TeleCorp.

C. INDEPENDENT CONTRACTORS

WFI shall act as a manager in its capacity as a general contractor. Without relieving WFI of any of its obligations hereunder, WFI may engage independent contractors to perform any of the construction Services. WFI shall be responsible, but subject to TeleCorp's approval, for selecting the non-WFI persons, contractors, subcontractors, and agents to perform the construction Services to be performed or managed by WFI hereunder. In the event that WFI does retain independent contractors to perform Services, WFI shall be responsible for selecting, contracting, and paying such independent contractors, and WFI shall not bind TeleCorp or cause TeleCorp to be bound to any such independent contractor contract (or agreement of any kind whatsoever), without TeleCorp's written consent at its sole discretion. TeleCorp shall have the right to approve any such non-WFI persons and to approve the terms and conditions of any contract therewith entered into by WFI. All such independent contractors shall provide, to TeleCorp's satisfaction, appropriate licenses and insurance.

D. CONTRACTS WITH AFFILIATES

WFI may contract with any affiliate of WFI to provide goods or services beyond those which its employees would perform, if it deems the same to be necessary or advisable for

construction of the Sites. All such contracts shall be subject to prior written approval by TeleCorp in its sole discretion.

III. REQUIRED SERVICES

Reference is made to the individual, sequentially numbered Work Orders, each of which is attached to this Agreement and made a part hereof.

IV. PAYMENT

A. PAYMENTS TO CONTRACTORS

WFI shall be responsible for making all payments due to contractors and subcontractors selected by, or contracted with, WFI to perform services and to provide materials at the Sites in connection with Services rendered hereunder. TeleCorp may advise WFI in writing that TeleCorp will pay them directly. WFI shall present copies of all such invoices relating to construction of the Sites that WFI has paid to TeleCorp, and TeleCorp shall then provide WFI reimbursement of such disbursements plus [***]% of such disbursements within thirty (30) days of TeleCorp's receipt of said invoices from WFI. Notwithstanding the foregoing, if such disbursements and fees remain unreimbursed to WFI after thirty (30) days of receipt by TeleCorp, the following procedures shall apply:

1. WFI shall notify TeleCorp's Controller in writing that such disbursements and fees are more than thirty (30) days overdue;
2. If such disbursements and fees remain overdue for a total of forty-five (45) days after receipt by TeleCorp, WFI shall notify TeleCorp's Senior Vice President of Finance in writing; and
3. Provided that such outstanding undisputed fees and disbursements -----
are in excess of [***] Dollars (\$[***]) and have been outstanding for a period of [***] days after receipt by TeleCorp, then, for the duration of the initial term and any renewal terms of this Agreement, TeleCorp shall reimburse WFI for any and all such disbursements plus [***] percent ([***]%) of such disbursements within thirty (30) days of TeleCorp's receipt of said invoices from WFI.

WFI shall furnish evidence satisfactory to TeleCorp that all labor furnished and material consumed by WFI during the invoice period have been paid in full and that the Services are not subject to liens or claims on account thereof. TeleCorp may withhold payment of the invoice until WFI furnishes such evidence.

TeleCorp retains the right to directly dispute any material default under any agreement between WFI and any materials or service provider to the extent such agreement authorizes WFI to so dispute, provided that TeleCorp shall provide written notice to WFI of TeleCorp's election to dispute. Upon notice of TeleCorp's election to dispute, WFI shall cease all payments to the disputed services or materials provider until such time as TeleCorp authorizes WFI to resume payment schedule. Nothing in this Section IV.A. shall relieve TeleCorp of its obligations to make reimbursement payments to WFI under this Section IV, provided that TeleCorp may suspend such reimbursement payments for all invoices paid by WFI following a stop payment/dispute notice from TeleCorp. If TeleCorp disputes the amount of expenses of fees

claimed by WFI, then as between WFI and TeleCorp, such dispute shall be resolved in accordance with Section X.

WFI shall pay all taxes, duties, and assessments of every nature due in connection with the Services, and shall invoice TeleCorp for said taxes on a reimbursable basis. WFI hereby indemnifies and holds harmless TeleCorp and its subsidiaries, affiliates, stockholders, directors, officers and agents from any and all liability on account of any and all such taxes, duties, assessments, and deductions.

B. PARTIAL PAYMENTS FOR SITE WITHDRAWAL AND REDESIGN

1. Withdrawal. In the event TeleCorp elects to withdraw a Search

Ring assigned to WFI for Site Acquisition Services (as defined in an applicable Work Order), TeleCorp shall give WFI notice of such withdrawal, and shall pay WFI [***]% of the milestone installment that would be due if the work currently in progress was completed and [***]% of all other amounts due hereunder for work completed on the Search Ring as of the date of TeleCorp's withdrawal notice. In the event TeleCorp elects to withdraw a CMS Site, TeleCorp shall give WFI notice of such withdrawal, and shall pay WFI [***]% of the milestone installment that would be due if the work currently in progress was completed and [***]% of all other work completed on the withdrawn CMS Site as of the date of TeleCorp's withdrawal notice; provided that TeleCorp shall not be penalized

for withdrawing a Search Ring or CMS Site if TeleCorp transfers such Search Ring or CMS Site to a third party tower management company with whom WFI has contracted to perform site development services with respect to that Search Ring or CMS Site. In this Agreement, a Search Ring is defined as a small geographic area within which a PCS cell site or transmission tower shall be located, based on the network grid's RF design, a Site is defined as a possible location on which a PCS cell site or transmission tower could be located within each Search Ring, and a CMS Site is defined as a Site for which WFI has commenced to perform Construction Management Services.

2. Search Rings Design. In the event that TeleCorp redesigns a Search Ring beyond [***] miles of an urban or suburban Site or [***] miles of a rural Site, rendering unnecessary such Site that it had previously approved and for which WFI has begun but not yet completed all Site Acquisition Services, then TeleCorp shall pay WFI [***]% for all Site Acquisition Services completed at the time that the notice of redesign is received by WFI. For all Site Acquisition Services rendered for the redesigned search ring TeleCorp shall pay WFI an additional [***]% of the milestone installments due for all milestone installments previously performed and [***]% of all milestone installments to be performed for the first time.

C. TIMING OF PAYMENT

All invoices shall be sent to TeleCorp's mailing address and marked: Attn: Accounts Payable. WFI shall invoice TeleCorp in accordance with the payment schedule set forth herein. Such invoice, after receipt in form satisfactory to TeleCorp, and subject to verification by TeleCorp, shall be paid within thirty (30) days of receipt by TeleCorp. Invoices must be sent in accordance with the invoicing instructions provided in this Agreement. All invoices must indicate the FEIN # 52-1924331 or 133818604 and the correct code per line item invoiced. These codes have been provided to WFI by TeleCorp.

D. PAYMENT DISPUTES

If TeleCorp disputes the amount of expenses or fees claimed by WFI, TeleCorp shall notify WFI in writing, in the manner set forth in Section V.C.1.a, prior to making such payment, and shall pay when due all amounts not in dispute. If the disputed matter cannot be resolved informally between the Parties, either TeleCorp or WFI may request arbitration pursuant to Section X of the Agreement.

E. LIABILITIES

WFI shall remain solely responsible for all matters relating to compensation, unemployment, disability insurance, social security, withholding, and all other federal, state, and local laws, rules and regulations governing such matters.

F. APPLICABILITY OF SECTION; WORK ORDERS

Payment shall be due WFI from TeleCorp under the provisions of this Section with respect to all Services performed by WFI for TeleCorp; unless a Work Order specifies otherwise, in which case the provisions of the Work Order shall apply to the Services provided under that Work Order, provided, however, ----- that any such Work Order must be approved in writing by the Chief Financial Officer or General Counsel of TeleCorp.

G. INTEREST

All fees and reimbursable expenses due under this Agreement which shall remain unpaid for a period of greater than [***] days shall bear interest at the greater of the rate of [***]% per month or the maximum permitted by law unless such amount is under dispute pursuant to Paragraph IV. D above.

V. TERM AND TERMINATION

A. TERM

The Agreement's initial term shall expire on January 1, 2001, unless renewed by both Parties in writing prior to the expiration date.

B. TERMINATION WITHOUT CAUSE

TeleCorp may terminate this Agreement or the provision of any Service by WFI hereunder upon sixty (60) days prior written notice for any reason or no reason.

C. TERMINATION FOR CAUSE

1. Termination for Cause.

Either Party shall have the right to terminate the provision of any Service to be provided pursuant to this Agreement, for cause, if the other Party has materially failed to perform its obligations with respect to that Service, and (i) written notice of such failure has been provided to the breaching Party in a

form reasonably calculated to allow the breaching Party to (a) acknowledge the failure and cure same or (b) dispute the failure, and (ii) the breaching Party has failed to dispute or to cure the failure within [***] days of receiving such notice. Notwithstanding anything herein that may appear to be to the contrary, the Parties expressly acknowledge and understand that, if TeleCorp is in breach of its obligations to respond to WFI within the time periods set forth in any applicable Work Order for any Service, then TeleCorp may not exercise its right to terminate such Service for cause under this Section V.C.1.

2. Termination Notice.

If either Party intends to terminate any Service it shall do so, subject to this Agreement, by sending a written notice by facsimile and confirmed by reputable overnight carrier able to provide proof of delivery, specifying which Service it intends to terminate and (if for cause) for what cause. A notice of termination duly sent shall be effective on the date sent by overnight courier.

3. Upon any termination of this Agreement, WFI shall use its best efforts to assign any subcontracts relating to the Services to TeleCorp.

VI. INSURANCE

A. WFI'S REQUIRED INSURANCE

WFI shall maintain in effect, without interruption, on an annual basis, during the term of this Agreement, the following insurance policies:

1. Commercial General Liability (Bodily Injury and Property Damage). Insurance coverage with endorsement evidencing coverage for contractual liability. The limits of this insurance shall not be less than:
 - a. Each Occurrence Limit \$1,000,000
 - b. General Aggregate Limit \$2,000,000
2. Comprehensive Automobile Liability insurance covering the ownership, operation and maintenance of allowed, non-owed, and hired motor vehicles, in limits not less than \$1,000,000 for bodily injury and property damage per occurrence.
3. Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident.
4. Professional Liability (errors and omissions) insurance of not less than \$1,000,000 for each occurrence) with endorsement evidencing coverage for contractual liability.
5. All foregoing insurance shall provide for an effective date no later than the Effective Date of this Agreement. WFI agrees to maintain such coverage in effect without interruption on an annual basis for so long as this Agreement is in effect. TeleCorp

shall be included as an additional insured on WFI's Commercial General Liability insurance. WFI agrees to obtain such insurance from nationally recognized carriers at commercially reasonable rates. WFI's obligations under this Agreement, including its indemnification obligations under Section XI A., will not be affected by WFI's obtaining or failure to obtain any insurance coverage required under this Section VI.

6. WFI shall provide TeleCorp with Certificates of Insurance from its insurance agent or broker or insurance company evidencing the above coverage and limits.
7. All insurance policies required to be maintained hereunder shall be issued by companies that hold a current rating of not less than a B+V111, according to Best Key Rating Guide, unless this requirement is expressly waived in writing by the other Party.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Party represents and warrants to the other Party, which representations and warranties shall continue for the term of the Agreement and the consummation of the transactions herein contemplated, that:

1. it has full power and authority to execute and perform under the Agreement;
2. the execution, delivery and performance of the Agreement have been duly authorized by all necessary action on the part of such Party and the Agreement is binding and enforceable against such Party in accordance with its terms;

The Parties covenant and agree to use their best efforts to cooperate with each other in the performance of their respective obligations under the Agreement, and to take no action that will interfere with the performance by the other Party of such obligations.

B. WFI'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. WFI is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and that, as of the Effective Date, it is qualified to do business in and is in good standing under the laws of the following states and Commonwealths: Virginia, Louisiana, Texas, Missouri, Illinois, Arkansas, Indiana, Kentucky, Tennessee, Maine, Massachusetts, New Hampshire and Puerto Rico.
2. WFI warrants its shall perform the Services in accordance with the current standards of care and diligence normally practiced by recognized firms in performing services of a similar nature. If, during the [***] period following the completion of any of the Services, TeleCorp observes that the Services or a portion of the Services were incompletely or incorrectly performed and notifies WFI of the same within that period, WFI shall promptly complete or correct such Services without cost or expense to TeleCorp.

3. WFI shall comply with all local, municipal, state, federal, and governmental laws, orders, codes, and regulations applicable to WFI's provision of Services. WFI has all necessary licenses to perform the Services and shall provide copies of same to TeleCorp.
4. The rates and fees charged for each Service hereunder by WFI [***] and taking into [***]. WFI shall [***] to [***]. TeleCorp shall [***]. If at any time during the term of this Agreement, [***].

C. TELECORP'S REPRESENTATIONS, WARRANTIES AND COVENANTS

1. TeleCorp represents and warrants that all information which it shall provide to WFI in connection with WFI's performance of Service hereunder shall be true and complete in all material respects.
2. TeleCorp covenants that, in a timely fashion, it shall provide all information which WFI reasonably requests in writing, not otherwise freely available to WFI, deemed necessary or desirable by WFI in the course of its provision of the Services, including, but not limited to, information, review and approval to be supplied in connection with the zoning, permitting or construction process. WFI may rely on TeleCorp's Market Implementation Manager or his designee for such information, review and approval.
3. TeleCorp is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

VIII. CONFIDENTIAL INFORMATION

A. USE OF CONFIDENTIAL INFORMATION

In order to permit the Parties to perform their respective obligations under this Agreement, each Party may, from time to time, disclose to the other confidential or proprietary information ("Confidential Information"). Each Party shall use all Confidential Information solely for the purpose of performing its obligations under this Agreement. Neither Party shall disclose to any other person, other than employees or agents of the Party who agree, in writing, to be bound by an equivalent undertaking, any Confidential Information. WFI agrees not to disclose any of

TeleCorp's Confidential Information or any information pertaining to the Sites to a competitor of TeleCorp.

B. EXCEPTIONS

The aforementioned restrictions shall apply to all Confidential Information with the exception of the following:

1. Confidential Information which is made public by either Party or which otherwise is or hereafter becomes part of the public domain through no wrongful act, fault, or negligence on the part of the other Party;
2. Confidential Information which a Party can reasonably demonstrate is already in such party's possession and not subject to an existing agreement of confidentiality;
3. Confidential Information which is received from a third party without restriction and without breach of an agreement with TeleCorp or WFI;
4. Confidential Information which is independently developed by a Party as evidenced by its records; or
5. Confidential Information which either Party is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof; provided that, to the extent that it may lawfully do so, the disclosing Party shall provide the affected Party with immediate written notice of the nature of the required disclosure and shall, where appropriate, provide that Party with the opportunity to interpose an objection or obtain a protective order restricting the use and disclosure of the Confidential Information.

IX. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

A. OWNERSHIP OF WORK PRODUCT

WFI shall promptly disclose to TeleCorp all written work product generated in the course of performing Site Development Services and all facts respecting such work product (the "Work Product"). WFI hereby assigns to TeleCorp all of WFI's right title and interest in Work Product, including without limitation all engineering or architectural drawings and specifications developed by WFI in connection with the Site Development Services and all intellectual property rights embodied therein. In addition, all inventions, discoveries, and other intellectual properties, whether or not patentable, that are conceived or reduced to practice by WFI in connection with the Site Development Services, are the sole property of TeleCorp, and WFI hereby fully and forever assigns same to TeleCorp.

Whenever requested, WFI shall execute a confirmatory assignment of particular items of Work Product and such other intellectual property rights, and it shall perform all acts reasonably necessary or appropriate to enable TeleCorp to obtain and enforce legal protections relating thereto in all countries. TeleCorp shall reimburse WFI's reasonable out-of-pocket expenses in connection therewith. The Work Product shall be the confidential and proprietary information of TeleCorp and shall be included within the definition of Confidential Information set forth in Section VIII above.

In addition, all materials that WFI develops and delivers to TeleCorp pursuant to this Agreement shall become the sole and exclusive property of TeleCorp without limitation. WFI agrees to execute all documents and to take all steps that TeleCorp deems necessary or desirable to protect TeleCorp's ownership and property rights of these materials.

No Implied Rights or Licenses. Except as provided elsewhere in this

Agreement, no rights or licenses to the Work Product or TeleCorp's Confidential Information or to trademarks, inventions, copyrights, or patents embodied therein are implied or granted under this Agreement.

B. OWNER'S RIGHT TO COMPLETE WORK

If WFI defaults or neglects to carry out any of its obligations, or takes any action, or omits to do anything which endangers safety or proper construction, or risks damage or injury to persons or property and fail within a [***]period after receipt of reasonable detailed written notice from TeleCorp not to commence and continue correction of such default or neglect with diligence and promptness, TeleCorp may correct all such work, omissions, or deficiencies, and TeleCorp shall be entitled to recover costs and expenses, including attorneys' fees, pertaining thereto from WFI.

C. ASSIGNMENT OF PERSONAL PROPERTY AND WARRANTIES

1. WFI shall have granted, sold, assigned, transferred, conveyed, and delivered and does by these presents grant, sell, assign, transfer, convey and deliver unto TeleCorp, all of WFI's rights, titles, and interests in and to that described Personal Property and Warranties (as defined below) located in, affixed to, and/or arising or used in connection with each of the Sites assigned to WFI pursuant to a Work Order issued hereunder (collectively, the "Assignment"); but such Assignment shall become effective with respect to each Site only after each of the following conditions

has been met for that Site: (i) WFI has completed all Site Acquisition, Program Management and Construction Management Services; (ii) TeleCorp has communicated to WFI TeleCorp's final acceptance of such Services; (iii) TeleCorp has paid WFI in full for all Milestones for Site Acquisition, Program Management and Construction Management Services, pursuant to the provisions of the applicable Work Orders; and (iv) TeleCorp has reimbursed WFI for all Per Site Advances and any other reimbursable expenses, together with all associated pass-through fees as described in the Agreement and/or applicable Work Orders.

2. For purposes of this Section IX. C., "Personal Property" means all fixtures, equipment, machinery, building materials, furniture, furnishings, and other personal property owned by WFI, and located on, attached to, or used in connection with the operation and maintenance of each Site; and "Warranties" means any and all warranties and guaranties relating to the Personal Property or any portion thereof.
3. WFI hereby represents and warrants to TeleCorp that WFI is the absolute owner of said Personal Property with respect to a particular Site as of the effective date of the Assignment with respect to that Site, that said Personal Property is free and clear of all liens, charges and encumbrances, and that WFI has full right, power and authority to sell and assign said Personal Property to TeleCorp.

4. TeleCorp hereby assumes and agrees to perform any and all of the obligations of WFI with respect to the Personal Property and Warranties herein assigned arising from and after the effective date of the Assignment with respect to a particular Site. This Assignment does not in any way release WFI from performing its obligations with respect to the Personal Property and Warranties herein assigned arising prior to the effective date of the Assignment with respect to a particular Site.
5. WFI hereby agrees to indemnify, defend and save TeleCorp harmless from and against any claim, loss, cost (including without limitation, reasonable attorneys' fees) or damage (collectively, "Claims"), to the extent that such Claims were not caused by the acts or omissions of TeleCorp, its employees, officers or agents, arising prior to the effective date of the Assignment with respect to a particular Site in connection with the Personal Property and Warranties assigned.

X. DISPUTE RESOLUTION

A. ARBITRATION PROCEDURE

If the Parties are unable to resolve any dispute arising out of or relating to this Agreement, either Party may refer such dispute for resolution by final and binding arbitration. The Party submitting a dispute to arbitration shall give notice thereof to each other Party to such dispute and to the President of the American Arbitration Association, who shall select an arbitrator (the "Arbitrator") who (i) has expertise and at least five years' experience in matters directly involved with the type of services to be performed under this Agreement in the Arlington, Virginia area, (ii) certifies to all parties that he/she is independent of the parties to the dispute and will be able to render an impartial decision, and (iii) agrees to proceed in accordance with the applicable provisions of this Section X.

The Arbitrator shall hold one or more hearings to begin within fifteen (15) days of his/her selection, shall furnish a written decision within forty-five (45) days of his/her selection, and shall provide an opinion demonstrating the basis for such decision. The Arbitrator may also attempt to mediate the dispute between the Parties if requested to do so by both Parties.

The Parties agree to exchange promptly any and all relevant documentation as the Arbitrator may order. All arbitration proceedings hereunder shall be conducted in private, and each Party hereby agrees to maintain the confidentiality of the enforcement of the award. All arbitration hearings or mediation sessions are to be held in the Washington, DC metropolitan area unless otherwise agreed by the Parties, and arbitration hearings need not be conducted in accordance with formal rules of evidence.

The Arbitrator may determine the procedure for hearings which may, but need not, include (a) direct testimony of witnesses; (b) cross-examination of witnesses; (c) submission of sworn statement or affidavits; (d) consideration of relevant documents; and (e) consideration of other matters which the Arbitrator considers to be helpful in making his/her decision.

B. COST OF ARBITRATION

The Arbitrator's fees and other expenses associated with arbitration shall be borne equally by the Parties, unless the Arbitrator finds that the position of one Party is frivolous or

unreasonable, in which case, the Arbitrator may require the offending Party to pay all fees and expenses (or some disproportionate amount) associated with the arbitration.

C. CONTINUED PERFORMANCE

At all times during the course of arbitration proceedings, the Parties shall continue in good faith to perform their respective obligations under this Agreement, to the extent such obligations are not in dispute. If a disputed issue is impeding continued performance by either Party, the Arbitrator may adopt an expedited schedule upon request of either Party. Notwithstanding the foregoing, should WFI not be paid in timely fashion for any Service not disputed and not subject to arbitration proceedings, WFI may suspend its performance of such Service.

D. AWARD ENFORCEMENT

The arbitrator may award monetary damages and/or make a binding order, and the Parties hereby agree that an award of the Arbitrator hereunder may be enforced by either Party in the United state District Court for the Eastern District of Virginia (Alexandria Division).

XI. MISCELLANEOUS

A. INDEMNIFICATION

1. TeleCorp shall indemnify and hold harmless WFI, its affiliates, directors, officers, shareholders, agents, and employees thereof from and against any fine, penalty, loss, cost, damage, injury, claim, expense (including reasonable professional fees and costs and all reasonable fees and costs associated with enforcing this indemnification), or liability incurred by WFI as the result of any act, error, omission, non-performance by negligence, or wrongful act of TeleCorp arising directly out of the performance of this Agreement.
2. WFI shall indemnify and hold harmless the Party and its affiliates, and the directors, officers, shareholders, agents, and employees thereof (collectively "Indemnitees") from and against any fine, penalty, loss, cost, damage, injury, claim, expense (including reasonable professional fees and costs and all reasonable fees and costs associated with enforcing this indemnification), or liability arising out of or in connection with the performance of the Services, or any breach of this Agreement (individually and collectively "Liabilities") including, but not limited to, liabilities as a result of:
 - a. injury to or death of any person;
 - b. damage to, loss, or destruction of any property;
 - c. infringement of a patent, copyright, trademark, service mark, trade name, trade dress, trade secret, or other intellectual property right proprietary right of a third party;
 - d. the presence of any hazardous materials or substances, oils, asbestos, environmental pollution, or other substances regulated by any environmental law placed at any TeleCorp facility by WFI,

its affiliates, or subcontractors, or which were released into any TeleCorp facility through the negligence or willful misconduct of WFI, its affiliates, or subcontractors; or

e. any liability arising from WFI's failure to pay WFI's vendors or suppliers all sums properly due such parties.

2. Upon request of TeleCorp, WFI shall, at its expense, defend any claim, proceeding, appellate proceeding, or suit for Liabilities, whether or not litigation is actually commenced or the allegations are groundless or contain language that creates the potential for Liabilities against Indemnities. WFI shall also (i) keep TeleCorp and any other Indemnities subject to liabilities fully informed of the progress of such defendants of any settlement discussions, and (ii) afford TeleCorp or any Indemnities, each at its own expense, an opportunity to participate on an equal basis with WFI in the defense or settlement of any such Liabilities. No settlement shall be agreed to without the prior written consent of TeleCorp, which shall not be unreasonably withheld or delayed.

B. ASSIGNMENT

Assignment to Third Parties. TeleCorp may freely assign its rights and obligations hereunder. Except for a transfer to an operating affiliate of Wireless Facilities, Inc., or as specifically permitted herein, WFI may not assign or transfer any right, interest, or obligation hereunder to any third party without the express written consent of TeleCorp, such consent not to be unreasonably withheld. Any purported assignment in violation of this Section shall be void.

C. THIRD PARTY GUARANTEES AND WARRANTIES

If any of the Site Acquisition or Construction Management Services requires the purchase of equipment or materials or the procurement of services, WFI shall, for the protection of TeleCorp, demand from all vendors and subcontractors commercially reasonable guarantees and Warranties with respect to such equipment, materials, and services, which shall be made available to TeleCorp to the full extent of the terms thereof. WFI's liability with respect to such equipment and materials obtained from vendors or services from subcontractors shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to TeleCorp as part of the Site Development Services for the purpose of enforcing the same. WFI shall not purchase equipment or materials or procure services without advance written approval from TeleCorp of such purchases or procurements.

D. PERMITS

WFI shall (without additional compensation) keep current all governmental permits, certificates, and licenses (including professional licenses) required by law to be in WFI's name necessary to perform the Services.

E. PUBLICITY

WFI shall not make news releases or issue other advertising pertaining to the Services or this Agreement without prior written approval of TeleCorp.

F. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed to have been duly delivered and effective upon receipt if personally delivered, or on mailing if mailed by prepaid overnight express service, addressed to the following (or other addresses as the Parties may designate):

If to TeleCorp, to:

TeleCorp Communications, Inc.
1010 North Glebe Road
Suite 800
Arlington, Virginia 22201
Attn: General Counsel and
Vice President, Engineering

If to WFI, to:

Wireless Facilities, Inc.
9805 Scranton Road
Suite 100
San Diego, CA 92121
Attn: President and Vice President,
Fixed Network Engineering

G. BINDING EFFECT

The Agreement shall be binding upon and enforceable by, and inure to the benefit of, successors, assigns, and transferees of the Parties.

H. FURTHER ASSURANCES

The Parties shall execute and deliver such further instruments and perform such further acts as may reasonably be required to carry out the intent and purposes of this Agreement.

I. CHOICE OF LAW

The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding the conflict of law provisions thereof.

J. WAIVER

The failure of either Party to insist upon strict performance of any obligation hereunder, irrespective of the length of time for which such failure continue, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

K. SEVERABILITY

In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

L. HEADINGS

All section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the text of this Agreement.

M. PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the context may require.

N. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

O. MODIFICATION; AMENDMENT; ADDITIONAL SERVICES

This Agreement may be amended only by a written instrument executed by an officer or authorized representative of each of the Parties. In the event that the Parties, at any time, desire WFI to provide services other than the types of those provided for in this Agreement, then, at such time, the Parties shall execute additional Work Orders describing such services and the payment to be made therefor in a manner substantially similar to the manner in which Services and payment for Services are presently described in existing Work Orders. In the event that the Parties so amend this Agreement, the Agreement, as amended, shall continue in full force and effect thereafter.

P. CONSTRUCTION OF AGREEMENT

This Agreement shall be interpreted according to its plain meaning and shall not be strictly construed against either Party.

Q. FORCE MAJEURE

If the performance of any part of this Agreement, except for payment obligations, by either Party is delayed, rendered impossible by reason of natural disaster, acts of god, actions or decrees of governmental bodies, power or equipment failures, strike or labor unrest, or any other causes beyond the control of the Party whose performance is affected (hereinafter referred to as "Force Majeure Event"), the Party who has been so affected shall immediately give written notice to the other Party of the nature of any such conditions and the extent of delay and shall do everything possible to resume performance hereunder whenever such Force Majeure Event is removed or ceases. Upon receipt of such notice, performance of this Agreement, except for payment obligations, to the extent prevented by Force Majeure Event shall immediately be suspended.

R. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the subject matters addressed, and shall supersede any and all prior negotiations, undertakings, and agreements with respect hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

TELECORP COMMUNICATIONS, INC.

Name: /s/ Thomas H. Sullivan

Thomas H. Sullivan

Title: President

Date: 10/12/99

WIRELESS FACILITIES, INC.

Name: /s/ Masood K. Tayebi

Title: President

Date: 10/6/99

Schedule A

Assignment of Search Rings

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | | | |
| [***] | 10/20/97 | LTR001 | [***] |
| [***] | 10/20/97 | LTR002 | [***] |
| [***] | 10/20/97 | LTR003 | [***] |
| [***] | 10/20/97 | LTR004 | [***] |
| [***] | 10/20/97 | LTR005 | [***] |
| [***] | 11/19/97 | LTR006 | [***] |
| [***] | 10/20/97 | LTR007 | [***] |
| [***] | 10/20/97 | LTR008 | [***] |
| [***] | 10/20/97 | LTR009 | [***] |
| [***] | 10/20/97 | LTR010 | [***] |
| [***] | 11/20/97 | LTR011 | [***] |
| [***] | 10/20/97 | LTR012 | [***] |
| [***] | 10/20/97 | LTR013 | [***] |
| [***] | 10/20/97 | LTR014 | [***] |
| [***] | 11/20/97 | LTR015 | [***] |
| [***] | 10/19/97 | LTR018 | [***] |
| [***] | 10/20/97 | LTR019 | [***] |
| [***] | 10/20/97 | LTR020 | [***] |
| [***] | 11/20/97 | LTR021 | [***] |
| [***] | 10/20/97 | LTR022 | [***] |
| [***] | 11/20/97 | LTR023 | [***] |
| [***] | 2/2/98 | LTR024 | [***] |
| [***] | 11/19/97 | LTR025 | [***] |
| [***] | 11/19/97 | LTR026 | [***] |
| [***] | 11/20/97 | LTR027 | [***] |
| [***] | 11/19/97 | LTR028 | [***] |
| [***] | 10/20/97 | LTR029 | [***] |
| [***] | 11/20/97 | LTR030 | [***] |
| [***] | 11/19/97 | LTR031 | [***] |
| [***] | 11/19/97 | LTR032 | [***] |
| [***] | 11/19/97 | LTR033 | [***] |
| [***] | 11/20/97 | LTR034 | [***] |
| [***] | 11/20/97 | LTR035 | [***] |
| [***] | 11/19/97 | LTR036 | [***] |
| [***] | 10/20/97 | LTR037 | [***] |
| [***] | 11/19/97 | LTR038 | [***] |
| [***] | 11/19/97 | LTR039 | [***] |
| [***] | 11/19/97 | LTR041 | [***] |
| [***] | 1/21/98 | LTR042 | [***] |
| [***] | 11/19/97 | LTR043 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 11/19/97 | LTR044 | [***] |
| [***] | 11/19/97 | LTR045 | [***] |
| [***] | 11/19/97 | LTR046 | [***] |
| [***] | 11/20/97 | LTR047 | [***] |
| [***] | 11/19/97 | LTR048 | [***] |
| [***] | 11/19/97 | LTR049 | [***] |
| [***] | 11/19/97 | LTR050 | [***] |
| [***] | 11/19/97 | LTR051 | [***] |
| [***] | 10/20/97 | LTR052 | [***] |
| [***] | 11/19/97 | LTR053 | [***] |
| [***] | 11/19/97 | LTR055 | [***] |
| [***] | 11/20/97 | LTR056 | [***] |
| [***] | 11/20/97 | LTR057 | [***] |
| [***] | 11/20/97 | LTR058 | [***] |
| [***] | 11/20/97 | LTR059 | [***] |
| [***] | 11/19/97 | LTR060 | [***] |
| [***] | 11/19/97 | LTR063 | [***] |
| [***] | 11/20/97 | LTR065 | [***] |
| [***] | 11/20/97 | LTR070 | [***] |
| [***] | 11/20/97 | LTR071 | [***] |
| [***] | 11/20/97 | LTR072 | [***] |
| [***] | 11/19/97 | LTR073 | [***] |
| [***] | 11/19/97 | LTR074 | [***] |
| [***] | 2/2/98 | LTR075 | [***] |
| [***] | 2/2/98 | LTR076 | [***] |
| [***] | 2/2/98 | LTR077 | [***] |
| [***] | 11/19/97 | LTR090 | [***] |
| [***] | 11/19/97 | LTR091 | [***] |
| [***] | 11/19/97 | LTR092 | [***] |
| [***] | 11/19/97 | LTR093 | [***] |
| [***] | 11/25/97 | LTR100 | [***] |
| [***] | 11/25/97 | LTR101 | [***] |
| [***] | 11/25/97 | LTR102 | [***] |
| [***] | 11/25/97 | LTR103 | [***] |
| [***] | 11/25/97 | LTR104 | [***] |
| [***] | 11/25/97 | LTR105 | [***] |
| [***] | 11/25/97 | LTR106 | [***] |
| [***] | 11/25/97 | LTR107 | [***] |
| [***] | 2/2/98 | LTR108 | [***] |
| [***] | 2/2/98 | LTR109 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 11/25/97 | LTR140 | [***] |
| [***] | 11/25/97 | LTR142 | [***] |
| [***] | 11/25/97 | LTR143 | [***] |
| [***] | 11/25/97 | LTR144 | [***] |
| [***] | 11/25/97 | LTR145 | [***] |
| [***] | 11/25/97 | LTR146 | [***] |
| [***] | 11/25/97 | LTR147 | [***] |
| [***] | 11/25/97 | LTR148 | [***] |
| [***] | 11/25/97 | LTR149 | [***] |
| [***] | 11/25/97 | LTR150 | [***] |
| [***] | 11/25/97 | LTR151 | [***] |
| [***] | 11/25/97 | LTR152 | [***] |
| [***] | 11/25/97 | LTR153 | [***] |
| [***] | 11/25/97 | LTR154 | [***] |
| [***] | 2/3/98 | LTR155 | [***] |
| [***] | 2/3/98 | LTR156 | [***] |
| [***] | 11/20/97 | LTR200 | [***] |
| [***] | 11/20/97 | LTR215 | [***] |
| [***] | 11/20/97 | LTR216 | [***] |
| [***] | 11/20/97 | LTR217 | [***] |
| [***] | 11/20/97 | LTR218 | [***] |
| [***] | 11/20/97 | LTR219 | [***] |
| [***] | 11/25/97 | LTR252 | [***] |
| [***] | 11/20/97 | LTR270 | [***] |
| [***] | 11/20/97 | LTR271 | [***] |
| [***] | 11/19/97 | LTR272 | [***] |
| [***] | 2/4/98 | LTR280 | [***] |
| [***] | 2/4/98 | LTR285 | [***] |
| [***] | 10/21/97 | MEM001 | [***] |
| [***] | 10/21/97 | MEM002 | [***] |
| [***] | 10/21/97 | MEM003 | [***] |
| [***] | 11/20/97 | MEM004 | [***] |
| [***] | 11/20/97 | MEM005 | [***] |
| [***] | 10/21/97 | MEM006 | [***] |
| [***] | 10/21/97 | MEM007 | [***] |
| [***] | 10/21/97 | MEM008 | [***] |
| [***] | 12/10/97 | MEM009 | [***] |
| [***] | 11/21/97 | MEM010 | [***] |
| [***] | 11/21/97 | MEM011 | [***] |
| [***] | 11/21/97 | MEM012 | [***] |
| [***] | 11/20/97 | MEM013 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 10/21/97 | MEM014 | [***] |
| [***] | 10/15/97 | MEM015 | [***] |
| [***] | 10/15/97 | MEM016 | [***] |
| [***] | 10/21/97 | MEM017 | [***] |
| [***] | 12/10/97 | MEM018 | [***] |
| [***] | 11/20/97 | MEM019 | [***] |
| [***] | 10/21/97 | MEM020 | [***] |
| [***] | 11/21/97 | MEM021 | [***] |
| [***] | 11/20/97 | MEM022 | [***] |
| [***] | 10/21/97 | MEM023 | [***] |
| [***] | 10/21/97 | MEM024 | [***] |
| [***] | 10/21/97 | MEM025 | [***] |
| [***] | 11/20/97 | MEM026 | [***] |
| [***] | 10/21/97 | MEM027 | [***] |
| [***] | 11/20/97 | MEM028 | [***] |
| [***] | 11/20/97 | MEM029 | [***] |
| [***] | 10/21/97 | MEM030 | [***] |
| [***] | 12/10/97 | MEM031 | [***] |
| [***] | 11/20/97 | MEM032 | [***] |
| [***] | 11/20/97 | MEM033 | [***] |
| [***] | 10/21/97 | MEM034 | [***] |
| [***] | 10/21/97 | MEM035 | [***] |
| [***] | 10/15/97 | MEM036 | [***] |
| [***] | 10/21/97 | MEM037 | [***] |
| [***] | 11/25/97 | MEM038 | [***] |
| [***] | 12/4/97 | MEM-039 | [***] |
| [***] | 11/20/97 | MEM-040 | [***] |
| [***] | 10/21/97 | MEM041 | [***] |
| [***] | 11/20/97 | MEM042 | [***] |
| [***] | 11/20/97 | MEM043 | [***] |
| [***] | 1/21/97 | MEM044 | [***] |
| [***] | 11/21/97 | MEMF45 | [***] |
| [***] | 11/20/97 | MEM046 | [***] |
| [***] | 1-/20/97 | MEM047 | [***] |
| [***] | 11/20/97 | MEM048 | [***] |
| [***] | 10/21/97 | MEM049 | [***] |
| [***] | 11/20/97 | MEM050 | [***] |
| [***] | 11/21/97 | MEM051 | [***] |
| [***] | 11/21/97 | MEM052 | [***] |
| [***] | 11/20/97 | MEM053 | [***] |
| [***] | 11/21/97 | MEM054 | [***] |
| [***] | 11/20/97 | MEM055 | [***] |
| [***] | 10/22/97 | MEM056 | [***] |
| [***] | 11/25/97 | MEM057 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 11/20/97 | MEM058 | [***] |
| [***] | 11/25/97 | MEM059 | [***] |
| [***] | 11/25/97 | MEM060 | [***] |
| [***] | 11/25/97 | MEM061 | [***] |
| [***] | 11/21/97 | MEM062 | [***] |
| [***] | 11/25/97 | MEM063 | [***] |
| [***] | 11/20/97 | MEM064 | [***] |
| [***] | 12/4/97 | MEM065 | [***] |
| [***] | 11/20/97 | MEM066 | [***] |
| [***] | 11/21/97 | MEM067 | [***] |
| [***] | 11/21/97 | MEM068 | [***] |
| [***] | 11/21/97 | MEM069 | [***] |
| [***] | 11/21/97 | MEM070 | [***] |
| [***] | 11/21/97 | MEM071 | [***] |
| [***] | 11/20/97 | MEM072 | [***] |
| [***] | 11/20/97 | MEM073 | [***] |
| [***] | 11/20/97 | MEM074 | [***] |
| [***] | 11/25/97 | MEM075 | [***] |
| [***] | 11/21/97 | MEM076 | [***] |
| [***] | 12/1/97 | MEffo-77 | [***] |
| [***] | 12/1/97 | MEM078 | [***] |
| [***] | 11/20/97 | MEM079 | [***] |
| [***] | 11/21/97 | MEM080 | [***] |
| [***] | 11/20/97 | MEM081 | [***] |
| [***] | 11/20/97 | MEM082 | [***] |
| [***] | 12/1/97 | MEM083 | [***] |
| [***] | 11/20/97 | MEMO 87 | [***] |
| [***] | 12/11/97 | MEM088 | [***] |
| [***] | 11/25/97 | NMM089 | [***] |
| [***] | 11/20/97 | MEM090 | [***] |
| [***] | 12/1/97 | MEM091 | [***] |
| [***] | 11/25/97 | MEM092 | [***] |
| [***] | 12/1/97 | MEM093 | [***] |
| [***] | 12/1/97 | MEM094 | [***] |
| [***] | 12/1/97 | MEM095 | [***] |
| [***] | 12/1/97 | MEM096 | [***] |
| [***] | 12/1/97 | MEM097 | [***] |
| [***] | 12/29/97 | MEM098 | [***] |
| [***] | 12/1/97 | MEM099 | [***] |
| [***] | 12/1/97 | MEM100 | [***] |
| [***] | 12/1/97 | MEM101 | [***] |
| [***] | 12/2/97 | MEM102 | [***] |
| [***] | 12/2/97 | MEM103 | [***] |
| [***] | 12/2/97 | MEM104 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 12/2/97 | MEM105 | [***] |
| [***] | 12/2/97 | MEM108 | [***] |
| [***] | 11/20/97 | MEM109 | [***] |
| [***] | 12/2/97 | MEMI 10 | [***] |
| [***] | 11/20/97 | MEMI 11 | [***] |
| [***] | 12/2/97 | MEM 112 | [***] |
| [***] | 11/21/97 | MEM 114 | [***] |
| [***] | 12/2/97 | MEM 115 | [***] |
| [***] | 12/2/97 | MEM 116 | [***] |
| [***] | 12/2/97 | MEM 117 | [***] |
| [***] | 12/2/97 | MEM 118 | [***] |
| [***] | 12/2/97 | MEM 119 | [***] |
| [***] | 12/2/97 | MEM120 | [***] |
| [***] | 12/2/97 | MEM121 | [***] |
| [***] | 12/2/97 | MEM122 | [***] |
| [***] | 12/2/97 | MEM123 | [***] |
| [***] | 12/2/97 | MEM124 | [***] |
| [***] | 12/2/97 | MEM125 | [***] |
| [***] | 12/2/97 | MEM126 | [***] |
| [***] | 12/2/97 | MEM127 | [***] |
| [***] | 12/2/97 | MEM128 | [***] |
| [***] | 12/2/97 | MEM129 | [***] |
| [***] | 12/2/97 | MEM130 | [***] |
| [***] | 12/2/97 | MEM131 | [***] |
| [***] | 12/2/97 | MEM132 | [***] |
| [***] | 12/2/97 | MEM133 | [***] |
| [***] | 12/2/97 | MEM134 | [***] |
| [***] | 11/20/97 | MEM135 | [***] |
| [***] | 11/21/97 | MEM136 | [***] |
| [***] | 11/25/97 | MEM137 | [***] |
| [***] | 11/25/97 | MEM138 | [***] |
| [***] | 11/21/97 | MEM139 | [***] |
| [***] | 11/25/97 | MEM140 | [***] |
| [***] | 12/11/97 | MEM141 | [***] |
| [***] | 12/11/97 | MEM142 | [***] |
| [***] | 12/11/97 | MEM143 | [***] |
| [***] | 12/19/97 | MEM144 | [***] |
| [***] | 12/19/97 | MEM145 | [***] |
| [***] | 12/19/97 | MEM146 | [***] |
| [***] | 12/19/97 | MEM147 | [***] |
| [***] | 12/19/97 | MEM148 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 12/19/97 | MEM149 | [***] |
| [***] | 12/3/97 | MEM150 | [***] |
| [***] | 12/3/97 | MEM151 | [***] |
| [***] | 12/3/97 | MEM152 | [***] |
| [***] | 12/3/97 | MEM153 | [***] |
| [***] | 12/3/97 | MEM154 | [***] |
| [***] | 12/3/97 | MEM155 | [***] |
| [***] | 12/19/97 | MEM156 | [***] |
| [***] | 12/19/97 | MEM157 | [***] |
| [***] | 1/13/98 | MEM158 | [***] |
| [***] | 1/13/98 | MEM159 | [***] |
| | | | |
| [***] | 10/17/97 | HYN001 | [***] |
| [***] | 10/17/97 | HYN002 | [***] |
| [***] | 10/17/97 | HYN003 | [***] |
| [***] | 10/17/97 | HYN004 | [***] |
| [***] | 10/17/97 | YNO05 | [***] |
| [***] | 10/17/97 | YNO06 | [***] |
| [***] | 10/17/97 | YNO07 | [***] |
| [***] | 10/17/97 | YNO08 | [***] |
| [***] | 10/17/97 | YNO09 | [***] |
| [***] | 10/17/97 | YNO10 | [***] |
| [***] | 10/17/97 | YNO11 | [***] |
| [***] | 11/21/97 | YNO12 | [***] |
| [***] | 10/17/97 | YNO13 | [***] |
| [***] | 10/17/97 | YNO15 | [***] |
| [***] | 10/17/97 | YNO16 | [***] |
| [***] | 10/17/97 | YNO19 | [***] |
| [***] | 10/17/97 | YNO20 | [***] |
| [***] | 11/21/97 | YNO21 | [***] |
| [***] | 11/21/97 | HYN022 | [***] |
| [***] | 11/21/97 | HYN02T | [***] |
| [***] | 11/21/97 | HYN024 | [***] |
| [***] | 11/21/97 | HYN025 | [***] |
| [***] | 11/21/97 | HYN026 | [***] |
| [***] | 11/21/97 | HYN027 | [***] |
| [***] | 11/21/97 | HYN028 | [***] |
| [***] | 11/21/97 | HYN029 | [***] |
| [***] | 11/21/97 | HYN030 | [***] |
| [***] | 10/17/97 | HYN101 | [***] |
| [***] | 10/17/97 | HYN102 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 10/17/97 | HYN 103 | [***] |
| [***] | 10/17/97 | FIYN104 | [***] |
| [***] | 10/17/97 | HYN105 | [***] |
| [***] | 10/17/97 | HYN106 | [***] |
| [***] | 10/17/97 | HYN 107 | [***] |
| [***] | 10/17/97 | HYN108 | [***] |
| [***] | 11/21/97 | HYN 109 | [***] |
| [***] | 11/21/97 | HYN110 | [***] |
| [***] | 11/20/97 | HYN I I | [***] |
| [***] | 11/20/97 | HYN 112 | [***] |
| [***] | 11/20/97 | HYN113 | [***] |
| [***] | 11/20/97 | HYN 114 | [***] |
| [***] | 11/21/97 | HYN 115 | [***] |
| [***] | 11/20/97 | HYN 116 | [***] |
| [***] | 11/21/97 | HYN 117 | [***] |
| [***] | 11/21/97 | HYN 118 | [***] |
| [***] | 10/17/97 | WOR007 | [***] |
| [***] | 10/17/97 | WOR008 | [***] |
| [***] | 10/17/97 | WOR009 | [***] |
| [***] | 10/17/97 | WOR010 | [***] |
| [***] | 10/17/97 | WOR011 | [***] |
| [***] | 10/17/97 | WOR012 | [***] |
| [***] | 10/17/97 | WOR013 | [***] |
| [***] | 10/17/97 | WOR014 | [***] |
| [***] | 10/17/97 | WOR016 | [***] |
| [***] | 10/17/97 | WOR017 | [***] |
| [***] | 10/17/97 | WOR018 | [***] |
| [***] | 10/17/97 | WOR019 | [***] |
| [***] | 10/17/97 | WOR026 | [***] |
| [***] | 10/17/97 | WOR027 | [***] |
| [***] | 10/17/97 | WOR117 | [***] |
| [***] | 10/17/97 | WOR118 | [***] |
| [***] | 10/17/97 | WOR119 | [***] |
| [***] | 10/17/97 | WOR120 | [***] |
| [***] | 10/17/97 | WOR130 | [***] |
| [***] | 10/17/97 | WOR143 | [***] |
| [***] | 10/17/97 | WOR145 | [***] |
| [***] | 10/17/97 | WOR146 | [***] |
| [***] | 10/17/97 | WOR148 | [***] |
| [***] | 10/17/97 | WOR156 | [***] |
| [***] | 10/17/97 | WOR163 | [***] |
| [***] | 10/17/97 | WOR164 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 10/17/97 | WOR186 | [***] |
| [***] | 10/17/97 | WOR187 | [***] |
| [***] | 12/18/97 | WOR188 | [***] |
| [***] | 10/17/97 | WOR191 | [***] |
| [***] | 12/18/97 | WOR192 | [***] |
| [***] | 10/17/97 | WOR193 | [***] |
| [***] | 10/17/97 | WOR194 | [***] |
| [***] | 10/17/97 | WOR195 | [***] |
| [***] | 10/17/97 | WOR196 | [***] |
| [***] | 10/17/97 | WOR197 | [***] |
| [***] | 11/21/97 | NAS001 | [***] |
| [***] | 11/21/97 | NAS002 | [***] |
| [***] | 11/21/97 | NAS003 | [***] |
| [***] | 11/21/97 | NAS004 | [***] |
| [***] | 11/21/97 | NAS005 | [***] |
| [***] | 11/21/97 | NAS006 | [***] |
| [***] | 11/21/97 | NAS007 | [***] |
| [***] | 11/21/97 | NAS009 | [***] |
| [***] | 11/21/97 | NAS013 | [***] |
| [***] | 11/21/97 | NAS014 | [***] |
| [***] | 11/21/97 | NAS021 | [***] |
| [***] | 11/21/97 | NAS022 | [***] |
| [***] | 11/21/97 | NAS023 | [***] |
| [***] | 11/21/97 | NAS024 | [***] |
| [***] | 11/21/97 | NAS025 | [***] |
| [***] | 11/21/97 | NAS026 | [***] |
| [***] | 11/21/97 | NAS027 | [***] |
| [***] | 11/21/97 | NAS028 | [***] |
| [***] | 11/21/97 | NAS029 | [***] |
| [***] | 11/21/97 | NAS030 | [***] |
| [***] | 11/21/97 | NAS031 | [***] |
| [***] | 11/21/97 | NAS042 | [***] |
| [***] | 11/21/97 | NAS047 | [***] |
| [***] | 11/21/97 | NAS051 | [***] |
| [***] | 11/21/97 | NAS052 | [***] |
| [***] | 11/21/97 | NAS056 | [***] |
| [***] | 11/21/97 | NAS057 | [***] |
| [***] | 11/21/97 | NAS058 | [***] |
| [***] | 11/21/97 | NAS059 | [***] |
| [***] | 11/21/97 | NAS061 | [***] |
| [***] | 11/21/97 | NAS062 | [***] |
| [***] | 11/21/97 | NAS063 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 11/21/97 | NAS064 | [***] |
| [***] | 11/21/97 | NAS071 | [***] |
| [***] | 11/21/97 | NAS073 | [***] |
| [***] | 11/21/97 | NAS074 | [***] |
| [***] | 11/21/97 | NAS076 | [***] |
| [***] | 11/21/97 | NAS081 | [***] |
| [***] | 11/21/97 | NAS082 | [***] |
| [***] | 11/21/97 | NAS084 | [***] |
| [***] | 11/21/97 | NAS101 | [***] |
| [***] | 11/21/97 | NAS 102 | [***] |
| [***] | 11/21/97 | NAS 103 | [***] |
| [***] | 11/21/97 | NAS 105 | [***] |
| [***] | 11/21/97 | NAS 107 | [***] |
| [***] | 11/21/97 | NAS108 | [***] |
| [***] | 11/21/97 | NAS109 | [***] |
| [***] | 11/21/97 | NAS110 | [***] |
| [***] | 11/21/97 | NAS111 | [***] |
| [***] | 11/21/97 | NAS 112 | [***] |
| [***] | 11/21/97 | NAS 113 | [***] |
| [***] | 11/21/97 | NAS 114 | [***] |
| [***] | 12/18/97 | NAS 115 | [***] |
| [***] | 12/18/97 | NAS120 | [***] |
| [***] | 11/21/97 | NAS121 | [***] |
| [***] | 11/21/97 | NAS122 | [***] |
| [***] | 11/21/97 | NAS123 | [***] |
| [***] | 11/21/97 | NAS124 | [***] |
| [***] | 11/21/97 | NAS141 | [***] |
| [***] | 11/21/97 | NAS142 | [***] |
| [***] | 11/21/97 | NAS 143 | [***] |
| [***] | 11/21/97 | NAS 144 | [***] |
| [***] | 11/21/97 | NAS146 | [***] |
| [***] | 11/21/97 | NAS 147 | [***] |
| [***] | 11/21/97 | NAS148 | [***] |
| [***] | 11/21/97 | NAS149 | [***] |
| [***] | 11/21/97 | NAS150 | [***] |
| [***] | 11/21/97 | NAS151 | [***] |
| [***] | 11/21/97 | NAS152 | [***] |
| [***] | 11/21/97 | NAS 153 | [***] |
| [***] | 11/21/97 | NAS154 | [***] |
| [***] | 11/21/97 | NAS171 | [***] |
| [***] | 11/21/97 | NAS 172 | [***] |
| [***] | 11/21/97 | NAS 173 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 11/21/97 | NAS 181 | [***] |
| [***] | 11/21/97 | NAS 182 | [***] |
| [***] | 11/21/97 | NAS183 | [***] |
| [***] | 11/21/97 | NAS 184 | [***] |
| [***] | 11/21/97 | NAS 199 | [***] |
| | | | |
| [***] | 10/20/97 | BRG061 | [***] |
| [***] | 10/20/97 | BRG062 | [***] |
| [***] | 11/21/97 | BRG063 | [***] |
| [***] | 11/21/97 | BRG064 | [***] |
| [***] | 10/20/97 | BRG065 | [***] |
| [***] | 10/20/97 | BRG066 | [***] |
| [***] | 11/21/97 | BRG067 | [***] |
| [***] | 10/20/97 | BRG068 | [***] |
| [***] | 12/1/97 | BRG069 | [***] |
| [***] | 11/21/97 | BRG070 | [***] |
| [***] | 12/1/97 | BRG072 | [***] |
| [***] | 10/20/97 | BRG073 | [***] |
| [***] | 10/20/97 | BRG074 | [***] |
| [***] | 10/20/97 | BRG075 | [***] |
| [***] | 12/1/97 | BRG076 | [***] |
| [***] | 12/1/97 | BRG077 | [***] |
| [***] | 11/21/97 | BRG079 | [***] |
| [***] | 11/21/97 | BRG117 | [***] |
| [***] | 11/21/97 | BRG118 | [***] |
| [***] | 11/21/97 | BRG136 | [***] |
| [***] | 11/21/97 | BRG137 | [***] |
| [***] | 11/20/97 | BRG138 | [***] |
| [***] | 12/1/97 | BRG139 | [***] |
| [***] | 10/20/97 | BRG140 | [***] |
| [***] | 10/20/97 | BRG141 | [***] |
| [***] | 10/20/97 | BRG142 | [***] |
| [***] | 10/20/97 | BRG143 | [***] |
| [***] | 10/20/97 | BRG144 | [***] |
| [***] | 11/21/97 | BRG145 | [***] |
| [***] | 11/21/97 | BRG146 | [***] |
| [***] | 11/21/97 | BRG147 | [***] |
| [***] | 11/21/97 | BRG148 | [***] |
| [***] | 10/20/97 | BRG149 | [***] |
| [***] | 11/21/97 | BRG150 | [***] |
| [***] | 11/21/97 | BRG151 | [***] |

| Market | Date Issued | Search Ring Number | Site Name |
|--------|-------------|--------------------|-----------|
| [***] | 11/21/97 | BRG153 | [***] |
| [***] | 11/21/97 | BRG154 | [***] |
| [***] | 11/21/97 | BRG155 | [***] |
| [***] | 12/1/97 | BRG157 | [***] |
| [***] | 11/21/97 | BRG158 | [***] |
| [***] | 12/1/97 | BRG181 | [***] |
| [***] | 12/1/97 | BRG205 | [***] |
| [***] | 12/1/97 | BRG206 | [***] |
| [***] | 10/20/97 | HMA051 | [***] |
| [***] | 10/20/97 | HMA052 | [***] |
| [***] | 10/20/97 | HMA053 | [***] |
| [***] | 10/20/97 | HMA120 | [***] |
| [***] | 10/20/97 | HMA121 | [***] |
| [***] | 10/20/97 | HMA122 | [***] |
| [***] | 10/20/97 | HMA127 | [***] |
| [***] | 10/20/97 | HMA128 | [***] |
| [***] | 11/21/97 | HMA186 | [***] |
| [***] | 11/21/97 | LAF082 | [***] |
| [***] | 11/21/97 | LAF083 | [***] |
| [***] | 11/21/97 | LAF085 | [***] |
| [***] | 11/21/97 | LAF086 | [***] |
| [***] | 11/21/97 | LAF087 | [***] |
| [***] | 11/21/97 | LAF088 | [***] |
| [***] | 11/21/97 | LAF089 | [***] |
| [***] | 11/21/97 | LAF090 | [***] |
| [***] | 11/21/97 | LAF091 | [***] |
| [***] | 11/21/97 | LAF163 | [***] |
| [***] | 11/21/97 | LAF164 | [***] |
| [***] | 11/21/97 | LAF165 | [***] |
| [***] | 11/21/97 | LAF169 | [***] |
| [***] | 11/21/97 | LAF172 | [***] |
| [***] | 11/21/97 | LAF173 | [***] |
| [***] | 11/21/97 | LAF174 | [***] |
| [***] | 10/20/97 | NOR001 | [***] |
| [***] | 10/20/97 | NOR002 | [***] |
| [***] | 10/20/97 | NOR003 | [***] |
| [***] | 10/20/97 | NOR004 | [***] |
| [***] | 10/20/97 | NOR005 | [***] |
| [***] | 10/20/97 | NOR006 | [***] |
| [***] | 10/20/97 | NOR007 | [***] |
| [***] | 11/24/97 | NOR008 | [***] |
| [***] | 12/1/97 | NOR009 | [***] |
| [***] | 12/1/97 | NOR010 | [***] |
| [***] | 10/20/97 | NOR011 | [***] |

SCHEDULE B

TO THE
AMENDED AND REVISED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

[INTENTIONALLY DELETED]

SCHEDULE C

 TO THE
 AMENDED AND REVISED MASTER SERVICES AGREEMENT
 BETWEEN
 TELECORP COMMUNICATIONS, INC.
 AND
 WIRELESS FACILITIES, INC.

Initial Frequency Blocks

| MTA NUMBER | MTA NAME | BTA NUMBER | BTA NAME |
|---------------|----------|---------------|----------|
| [***] | [***] | [***] | [***] |
| [***] | [***] | [***] | [***] |
| [***] | [***] | [***] | [***] |
| [***] | [***] | [***] | [***] |
| [***] | [***] | [***] | [***] |
| [***] | [***] | [***] | [***] |
| [***] | [***] | [***] | [***] |
| [***] | [***] | [***] | [***] |

[***] MTA

| | |
|-------|-------|
| [***] | [***] |
| [***] | [***] |
| [***] | [***] |
| [***] | [***] |

C BLOCK

| BTA NUMBER | BTA NAME | TELECORP MARKET NUMBER |
|---------------|----------|---------------------------|
| [***] | [***] | 1 |
| [***] | [***] | 1 |
| [***] | [***] | 1 |
| [***] | [***] | 2 |
| [***] | [***] | 2 |
| [***] | [***] | 3 |
| [***] | [***] | 4 |

SCHEDULE D

TO THE
AMENDED AND REVISED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

[INTENTIONALLY DELETED]

SCHEDULE E

Responsibility Matrix

WFI shall be responsible for performance of the following:

RF ENGINEERING SUPPORT

1. Identify, qualify and secure real estate for radio base station sites.
2. Perform field site visits in conjunction with RF Engineers to specify antenna mounting locations and antenna downtilts.
3. Review base station construction drawings.
4. Spectrum clearing.

BASE STATION SITE CONSTRUCTION

1. Management of Architectural/Engineering design for site.
2. Use layout drawings to prepare Bill of Material. Furnish Bill of Material to Owner.
3. Ensure that ground provided to minicell meets National Electrical Code Article 250.
4. Preparation of tender documents for site construction bids.
5. Application for building permits
6. Evaluation of construction bids.
7. Negotiations with bidders.
8. Placing orders to contractors.
9. Furnish estimated "site ready for installation" date to vendor.
10. Surveyor verification of initial antenna orientations.
11. Check of site ready for installation.
12. Develop punch list of outstanding civil issues.
13. Supervision of site construction.
14. Auditing contractor invoices.
15. Acceptance of completed construction.
16. Owner representative at site-ready inspection.

17. Complete main feed line and antenna VSWR sweeps in compliance with specifications.

18. After GA date, Install Vendor Provided DMAU.

SITE INSTALLATION/INTEGRATION

1. Arrange for site access during cell install and testing.

SCHEDULE F

TO THE
AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

Sample Work Order

WORK ORDER NO.: ____

DATE: _____, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and Wireless Facilities, Inc. and its affiliates ("WFI") and according to the following terms:

- 1. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[DESCRIPTION OF SERVICES AND TASKS - SEE ATTACHMENT A]

- 2. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site as set forth in Attachment B, and shall reimburse WFI for expenses in accordance with Section IV of the Agreement [OR in accordance with Attachment B].
- 3. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with the schedule of Payment Milestones per Attachment B to this Work Order.
- 4. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Section IV of the Agreement [OR as set forth in Attachment B to this Work Order].
- 5. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Deployment Schedule) immediately upon full execution of this Work Order.
- 6. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TELECORP COMMUNICATIONS, INC.

WIRELESS FACILITIES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

WORK ORDER FOR SITE DEVELOPMENT SERVICES FOR FIRST PHASE PCS BUILD-OUT

WORK ORDER NO.: 1

DATE: February 27, 1998

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and according to the following terms:

1. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[DESCRIPTION OF SERVICES AND TASKS - SEE ATTACHMENT A]
2. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site as set forth in Attachment B, and shall reimburse WFI for expenses in accordance with Section IV of the Agreement.
3. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with the schedule of Payment Milestones per Attachment B to this Work Order.
4. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Section IV of the Agreement.
5. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Project Schedule) immediately upon full execution of this Work Order.
6. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

[PREVIOUSLY EXECUTED AS PART OF THE ORIGINAL AGREEMENT]

WORK ORDER FOR SITE DEVELOPMENT SERVICES FOR FIRST PHASE PCS BUILD-OUT

A. SITE ACQUISITION SERVICES AND PROGRAM MANAGEMENT SERVICES - SCOPE OF WORK

In the course of building out the System, TeleCorp shall, based on its System network grid, establish small geographic areas within which a cell site or transmission tower shall be located, based on the network grid's RF design (a "Search Ring"). TeleCorp will provide to WFI its System network grid, with the established Search Rings overlaid thereon. TeleCorp will assign to WFI no less than [***] Search Rings, via Schedule A attached to the Master Services

Agreement, which shall be amended from time to time. At no time will the number of Search Rings assigned to WFI on Schedule A drop below [***]. WFI shall

provide the following services (all of which shall be hereinafter referred to collectively as the "Site Acquisition Services") within the Search Rings for TeleCorp, but WFI shall not be the exclusive provider thereof. With respect to each Search Ring, WFI shall perform the following services:

1. Search Ring Background Workup. WFI shall prepare a zoning, construction, and land use analysis of the geographic area covered by each Search Ring, which will include, at a minimum:
 - a. Listing of all state and local jurisdictions;
 - b. Zoning process descriptions;
 - c. Zoning maps in both hardcopy and softcopy formats, to the extent possible;
 - d. Zoning application forms, and estimates of necessary fees;
 - e. Zoning meeting schedules;
 - f. Sample construction and land use permit applications, forms, estimates of necessary fees, identity of permitting authorities and their various meeting schedules;
 - g. Contact information (name, address, affiliation, phone, e-mail and fax) for key zoning, construction, and land use permitting personnel;
 - h. Background report on community awareness, issues, and concerns related to PCS infrastructure deployment;
 - i. Identified Federal Aviation Administration (FAA) restrictions; and
 - j. Identified environmental restrictions.
2. Site Identification, Acquisition, Zoning and Permitting
 - a. WFI shall identify at least two possible locations on which a cell site or transmission tower could be located (a "Site") within each Search Ring.

Each candidate Site shall be submitted to TeleCorp, which will certify in writing to WFI whether each such Site meets TeleCorp's requirements for cost, availability, ability to be zoned, ability to be permitted, ability to be constructed and suitability to RF engineering. Submission of the Site shall be made to the person designated by TeleCorp from time to time. TeleCorp shall make such certification within [***] business days of the Site's Submission.

- b. WFI shall negotiate the purchase or lease of at least [***] certified Site within each Search Ring. Purchase or lease terms shall, upon completion of their negotiation by WFI, be submitted to TeleCorp in writing, and TeleCorp shall accept or reject same, in writing (acceptance may be by execution of documents presented, if appropriate). Prior to the Closing, TeleCorp shall not be obligated to accept or reject such terms within a particular time frame, or at all, but after the Closing, TeleCorp shall accept or reject such terms within [***] business days of submission to TeleCorp by WFI.
- c. As part of its Site identification efforts in a, above, WFI shall make available to TeleCorp any Sites which it can offer on a bulk basis or which have been screened as "friendly" Sites. WFI shall present to TeleCorp a comprehensive database of such Sites, and shall indicate the availability and lease rate of each site. Friendly Sites are collection structures such as buildings, towers, water tanks, billboards, signs, rooftops, etc. that meet TeleCorp's minimum required height and for which leases can be secured, zoning can be obtained and construction of PCS Equipment may be installed.
- d. At the express written direction of TeleCorp, WFI shall order title abstracts, coordinate a full title search, and/or obtain title insurance for approved and accepted Sites.
- e. At the express written direction of TeleCorp, WFI shall coordinate a "Phase 1" or other environmental surveys for approved and accepted Sites.
- f. WFI shall obtain all land use permits and/or zoning variances required for each approved and accepted site, if any are necessary. If no approvals or variances are required, WFI shall provide proof thereof. In connection with obtaining these approvals and variances, WFI shall:
 - i. Submit complete zoning applications with all necessary exhibits;
 - ii. At TeleCorp's request, attend necessary meetings, including zoning hearings, planning meetings, and community meetings, as a representative of TeleCorp;
 - iii. At TeleCorp's request, coordinate community outreach programs, expert witness testimony, and other measures which may be

required to assure the zoning, construction, and land use of approved and accepted Sites; and

- iv. Secure all required construction permits on behalf of TeleCorp.

3. Documentation of Site Acquisition Services. WFI shall maintain a comprehensive record (both hardcopy and electronic copy, when possible) indexed by Site, which shall include the following elements, at a minimum:

- a. Site Survey Report for each of the Sites presented to TeleCorp for approval in Section III.A.2.a. above, consisting of property name, address, latitude, longitude, photos, site owner or property manager contact information, and proposed lease rate or purchase price;
- b. For each of the approved and accepted sites, the fully executed lease agreement or purchase document with all exhibits;
- c. For each of the approved and accepted Sites, the copy of zoning, construction, and land use applications and zoning variance requests, if any, with all exhibits;
- d. For each of the approved and accepted Sites, the copy of the land use permits;
- e. For each of the approved and accepted Sites, the Landlord approval of construction plans, and other indicia of compliance with lease terms; and
- f. For each of the approved and accepted Sites, copy of the construction permits.

4. Organizational Interfaces.

- a. WFI shall work at the explicit direction of TeleCorp at all times. WFI shall designate one or more points of contact, as it deems efficient, in order to communicate effectively with TeleCorp. WFI shall obtain TeleCorp's explicit approval before obligating TeleCorp financially, contractually, or otherwise.
- b. WFI shall coordinate the activities of the Architectural and Engineering (A&E) firms during the site acquisition phase, to include the development of site-specific drawings for landlord approval and for zoning purposes.
- c. WFI shall coordinate all site visits during the site acquisition phase, to include at a minimum: site surveys, technical team visits, drive tests, construction surveys, A&E surveys, geotechnical surveys, and environmental surveys.

- d. WFI shall work to ensure a smooth transition of site-related activities from Site Acquisition to Construction Management.
- e. WFI shall procure on behalf of TeleCorp required discretionary (zoning, construction, and land use) entitlements and other permits, including building permits required for completion of Sites from state and local government authorities and from agencies of the United States Government, other than the Federal Communications Commission ("FCC").
- f. WFI will work with the TeleCorp finance department to set up a cost tracking and reporting system that meets the General Ledger and Asset Management needs of TeleCorp. WFI will ensure that they coordinate their accounting policies and procedures as they relate to activity under this contract to ensure compliance and compatibility (including, but not limited to, a seamless electronic interface of data) with TeleCorp's finance department.

B. CONSTRUCTION MANAGEMENT AND PROGRAM MANAGEMENT SERVICES - SCOPE OF WORK

WFI shall perform the following services (all of which shall be hereinafter referred to collectively as the "Construction Management Services") for TeleCorp, for each site chosen within each of the Search Rings assigned via Schedule A, (a "Schedule A Site") and for other sites for which WFI has not

provided Site Acquisition Services. All sites for which WFI will perform Construction Management Services shall hereinafter be referred to as the "CMS Sites." The Construction Management Services to be performed by WFI are as follows:

- 1. Sites for which WFI provided Site Acquisition Services. For all approved and accepted sites for which WFI's Site Acquisition Services have been performed, WFI shall, as required by TeleCorp, continue its work on such Sites by acting as the construction manager in the capacity of general contractor to TeleCorp.
- 2. Sites for which WFI did not provide Site Acquisition Services. For all Sites which are not Sites for which WFI has performed Site Acquisition Services, and provided that such sites are presented to WFI for Construction Management Services with all of the work completed which WFI would have performed had it been engaged by TeleCorp to perform Site Acquisition Services, then WFI shall act as the construction manager in the capacity of general contractor to TeleCorp for such sites. TeleCorp covenants that it will make available the records and files of all previously performed site acquisition work to WFI as WFI may reasonably request.
- 3. The Minimum Construction Management Services which WFI shall perform include:
 - a. Awarding, via a bid process resulting in not less than [***] per contract, contracts for the performance of soil tests,

geotechnical, plat and topographical surveys, investigation of flood and water drainage issues, tower construction, foundations, tenant improvement, grounds and landscaping, and thereafter negotiating the terms of all such contracts, all of which shall be entered into by WFI and the other contract party directly;

- b. Upon completion of the foregoing negotiations, submitting these contracts to TeleCorp in writing, which shall accept or reject same, in writing (acceptance may be by execution of documents presented, if appropriate, within [***] business days of submission to TeleCorp by WFI.
- c. Ordering and permitting access and delivery for the installation of commercial electrical power.
- d. Permitting access to, arranging for, scheduling accepting delivery of telephone service as ordered to be installed by WFI.
- e. Management and supervision of day-to-day construction activities, including:
 - i. Site access preparation;
 - ii. Site preparation;
 - iii. Site excavation and leveling;
 - iv. Foundation construction;
 - v. Electrical connection, power, and grounding;
 - vi. Tower construction;
 - vii. Wind-load testing;
 - viii. Structural reinforcement;
 - ix. Antenna mounting and coaxial routing and mounting;
 - x. Placement of OEM equipment; and
 - xi. Safety and OSHA compliance.

4. WFI Operating Standards.

- a. All construction activities shall fully comply with TeleCorp's standards for quality, as well as with all local, state, and national codes and laws.

b. WFI shall coordinate the performance of geotechnical, plat and topographical surveys. WFI shall coordinate the investigation of flood and drainage issues.

c. WFI shall present and fully implement a comprehensive safety program. WFI shall demonstrate its corporate safety record. WFI shall document and report safety hazards, environmental concerns, and other abnormal situations immediately.

5. Subcontractor and Supplier Management.

a. WFI shall select all subcontractors and suppliers. WFI shall develop subcontractor and supplier selection standards. WFI shall implement a subcontractor and supplier election process that reflects the best interests of TeleCorp at all times.

b. WFI shall maintain full responsibility to TeleCorp for quality, cost, delivery, and performance of all subcontractor and supplier goods and services.

6. Materials Management. WFI shall provide all construction materials

with the exception of PCS equipment. WFI shall identify all long-lead parts and materials to take appropriate action to ensure that these items are obtained without adverse impact to TeleCorp's cost or schedule objectives. WFI shall select, order, and track all material purchases.

7. Final Deliverables. As the final deliverable of its Construction

Management Services, WFI shall deliver to TeleCorp a written Close-out Report for each CMS site within [***] days of completion, which shall include a thorough and fully approved close out package of all Sites. Close out activities shall include, but are not limited to final inspection, punch list development and resolution, and final walk-through and inspection with TeleCorp. WFI shall not have completed close out until it has received notice from TeleCorp of completed close out following final walk-through and inspection, which notice shall not be unreasonably withheld, but in any event shall be within [***] business days of final walkthrough and inspection.

8. Documentation of Construction Management Service. WFI shall maintain

comprehensive records for each site for which it performs Construction Management Services, indexed by CMS Site, which shall include the following, at a minimum:

a. land use permit;

b. construction and related permit;

- c. current construction status; and
- d. detailed financial accounting records, including but not limited to approved purchase orders price quotations and selections criteria, and verification of goods or services received.

9. Organizational Interfaces.

- a. WFI shall work at the explicit direction of TeleCorp at all times. WFI shall designate one or more points of contact, as it deems efficient, in order to communicate effectively with TeleCorp. WFI shall obtain TeleCorp's explicit prior written approval before obligating TeleCorp financially, contractually, or otherwise.
- b. WFI shall coordinate the activities of the Architectural and Engineering (A&E) firms during the construction phase, to include ensuring that basic site drawings provided by TeleCorp are tailored to the specific requirements of individual Sites.
- c. WFI shall coordinate all site visits during the construction phase, to include at a minimum: site surveys, technical team visits, drive tests, construction surveys, architectural and engineering surveys, geotechnical surveys, and environmental surveys.
- d. WFI will work with the TeleCorp finance department to set up a cost tracking and reporting system that meets the General Ledger and Asset Management needs of TeleCorp. WFI will ensure that they coordinate their accounting policies and procedures as they relate to activity under this contract to ensure compliance and compatibility (including, but not limited to, a seamless electronic interface of data) with TeleCorp's finance department.
- e. WFI shall coordinate its Construction Management Services with TeleCorp to insure that each Site delivered by WFI pursuant to the terms of this Agreement shall be ready for delivery and installation of equipment in accordance with TeleCorp's equipment vendor contracts, and that all conditions to such equipment vendor's installation of equipment and performance of services on a Site, attributed to WFI on the responsibility Matrix set forth on Schedule E hereto, shall have been fulfilled. No site shall be

deemed completed unless it has been delivered to TeleCorp in accordance with the terms of this Section B.9.e.

C. PROGRAM MANAGEMENT SERVICES

In connection with, and as a tracking and indexing mechanism for its provision of Site Acquisition and Construction Management Services pursuant to this Agreement, WFI shall develop, implement and maintain a deployment plan (the "Deployment Plan") which tracks all activities and costs associated with the performance of Site Acquisition Services and Construction Management Services for each Site. The Deployment Plan is:

1. WFI shall develop and implement a quality assurance program, which ensures that all activities are performed to the highest quality standards.
2. WFI shall develop and implement a comprehensive cost accounting system compatible with TeleCorp's financial systems that includes, at a minimum: procedures for conducting financial transactions; financial tracking and management; and comprehensive financial reporting.
3. WFI shall develop and implement comprehensive reporting mechanisms so that detailed site progress is tracked on a daily basis, and complete reports are provided when required by TeleCorp, not less frequently than once per week.
4. WFI shall develop and implement a comprehensive filing system that ensures that all relevant site information is organized and available. WFI shall seek to use electronic means whenever possible. WFI shall ensure the physical security of the filing system.
5. WFI shall manage and coordinate interaction among site acquisition, construction, management, and the A&E firm. WFI shall ensure that both formal and informal communications among these disciplines are effective and in the best interests of TeleCorp.
6. WFI shall manage and coordinate interactions between the infrastructure development staff (site acquisition and construction management) and other disciplines involved in the system deployment (e.g., RF engineering, network engineering, marketing). WFI shall ensure that both formal and informal communications among these disciplines are effective and in the best of interests of TeleCorp.

WORK ORDER FOR SITE DEVELOPMENT SERVICES FOR FIRST PHASE PCS BUILD-OUT

Site Acquisition and Program Management Services Fees

a. Per Site Fees for Site Acquisition.

In consideration for performance of the Site Acquisition, TeleCorp shall pay WFI \$[***]per site, in the manner set forth below:

| Milestone | Amount Due |
|---|-----------------|
| Upon RF approval of a completed Site Survey Report | \$[***] |
| Upon fully executed lease or purchase agreement for a site | \$[***] |
| Upon issuance of a building permit or equivalent approval | \$[***] |
| Total amount due upon completion of Site Development Services | \$[***]per Site |

b. Per Site fees for Program Management Services. In consideration

for performance of the Program Management Services, TeleCorp shall pay WFI, \$[***] per site, \$[***] upon [***], and \$[***] upon completion of construction and final acceptance by TeleCorp of such Site.

| Milestone | Amount Due |
|---|------------------|
| Upon issuance of a building permit or equivalent approval | \$[***] |
| Upon completion of construction and final acceptance by TeleCorp of such site | \$[***] |
| Total amount due upon completion of Site Development Services | \$[***] per Site |

c. Reimbursement for Per Site Advances.

i. Non-Reimbursable Costs. WFI's compensation for the Site Acquisition Services shall be inclusive of customary out-of-pocket expenses incurred by WFI in the performance of its obligations hereunder ("Per Site Fee"), including, without limitation;

- (a) Wireless equipment and services;
- (b) field expenses for maps, deeds, and film development;
- (c) vehicle expense; and
- (d) travel and living expenses.

Any extraordinary or other expenses that WFI should reasonably anticipate incurring, which are not customarily incurred in the

ordinary course of business, must be pre-approved by TeleCorp in order for WFI to receive reimbursement for such expenditures.

ii. Reimbursable Costs. In the event that WFI contracts directly -----
with third parties, trade contractors and subcontractors in connection with its provision of Services, the following expenses (in addition to other expenses which the Parties may agree to from time to time) shall be considered pass through costs and be reimbursed to WFI to the extent not paid directly by TeleCorp in accordance with IV(a) above, provided, however, that TeleCorp shall be obligated to reimburse expenses incurred by WFI only with respect to which WFI had received express written direction from TeleCorp.:

- (a) [***];
- (b) [***];
- (c) [***] and [***];
- (d) [***];
- (e) [***];
- (f) [***];
- (g) [***]and [***];
- (h) [***];
- (i) [***], including [***];
- (j) [***];
- (k) [***];
- (i) [***] and [***];
- (m) [***];
- (n) [***];

- (o) [***];
- (p) [***];
- (q) [***];
- (r) [***]including [***];
- (s) [***];
- (t) [***];
- (u) [***]and [***];
- (w) [***];
- (x) [***];
- (y) [***];
- (z) [***]; and
- (aa) [***]and [***].

d. [Intentionally Deleted]

e. [Intentionally Deleted]

f. Additional Services. In the event [***], TeleCorp shall [***]. In

no event shall [***], based on [***].

g. Statements. WFI shall provide TeleCorp with statements showing

in reasonable detail the calculation of the Per Site Fees earned
during the last calendar month not more than thirty (30) calendar
days following the end of each calendar

month. The Per Site Fee shall be paid by TeleCorp to WFI within thirty (30) days following such submission of invoices by WFI unless disputed by TeleCorp as provided below.

2. Construction Management and Program Management Services Fees.

- a. Per CMS Site Fees. In consideration for performance of the

Construction Management Services ("CMS"), TeleCorp shall pay WFI
\$[***] per Site in the manner set forth below.

| Milestones | Amount Due |
|---|------------|
| Upon the commencement of construction on the CMS Site | \$[***] |
| Final Acceptance of civil construction on the CMS Site | \$[***] |
| Total amount due per CMS Site upon completion of Construction Management Services | \$[***] |

The aggregate amount of the milestone payments to WFI for the Construction Management Services delivered to TeleCorp shall be \$[***] per CMS Site.

* Confidential treatment requested

AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

WORK ORDER FOR MICROWAVE RELOCATION SERVICES FOR INITIAL FREQUENCY BLOCKS

WORK ORDER NO.: 2

DATE: February 27, 1998

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and according to the following terms:

1. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[DESCRIPTION OF SERVICES AND TASKS - SEE ATTACHMENT A]

2. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site as set forth in Attachment B, and shall reimburse WFI for expenses in accordance with Section IV of the Agreement.
3. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with the schedule of Payment Milestones per Attachment B to this Work Order.
4. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Attachment B.
5. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Project Schedule) immediately upon full execution of this Work Order.
6. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

[PREVIOUSLY EXECUTED AS PART OF THE ORIGINAL AGREEMENT]

WORK ORDER FOR MICROWAVE RELOCATION SERVICES FOR INITIAL FREQUENCY BLOCKS

MICROWAVE RELOCATION SERVICES - SCOPE OF WORK

WFI, utilizing the Comsearch IQ Clear spectrum-sharing tool, procured and provided by WFI, will supply to TeleCorp labor, services, resources, and consultation necessary to perform microwave relocation and spectrum clearing services ("Microwave Relocation Services"). The Microwave Relocation Services include Spectrum Sharing Engineering Study and Analysis and Initial Market Assessment, Drive Test Frequency Selection, and Prior Coordination Notices. The Microwave Relocation Services also include Negotiations and Program Management for the relocation of interfering paths.

1. SPECTRUM SHARING ENGINEERING STUDY AND ANALYSIS AND INITIAL MARKET ASSESSMENT

WFI will perform spectrum-sharing studies, as required, for selected frequency(ies), in each assigned BTA and frequency, based on either a generic RF design or the design information provided by TeleCorp. WFI will utilize the results of the analysis in performing the following steps as required to complete assessment of interfering paths/incumbents identified in the spectrum sharing study including status and initial budgetary analysis for each path.

2. SERVICE DESCRIPTION

a. SPECTRUM SHARING ANALYSIS

WFI will perform spectrum-sharing studies, as required, for each assigned BTA and frequency. The reiterative studies will be based on RF design information provided by TeleCorp, and will identify all microwave paths that could affect or be affected by TeleCorp's proposed PCS systems, based on FCC guidelines on interference avoidance.

b. REVIEW AND CATALOG PATH DATA

Review information from the spectrum sharing analysis on a per market and per incumbent basis for both co-channel and adjacent channel paths. Information such as number of links, equipment and modulation type, capacity, site names and locations for each path will be logged for use during negotiations and relocation program management.

c. PATH PRIORITIZATION

WFI will develop technical parameters for the interfering co- and adjacent channel paths to establish negotiation and relocation strategies and path priorities.

- d. REVIEW OF INCUMBENT DATA
WFI will review incumbent system data on a per link basis and compare the information against FCC database information to determine whether the incumbent is operating on a primary status with a current license.
- e. PATH STATUS VERIFICATION AND INITIAL INCUMBENT ASSESSMENT
WFI will contact each incumbent to confirm database information, verify path status, i.e. active, negotiated, or decommissioned. If the incumbent has not entered into an agreement with another PCS licensee, then WFI will assess the incumbent's willingness to negotiate, identify strategic information, and discuss preliminary relocation options.
- f. ASSESSMENT OF PREVIOUSLY NEGOTIATED PATHS
WFI will attempt to obtain the terms and status of each relocation agreement entered into between an incumbent and other PCS licensee(s). WFI will attempt to obtain a copy of the agreement, provided that it is not protected by a non-disclosure agreement. WFI will determine whether the dates agreed upon in the relocation agreement meet TeleCorp's requirements.
- g. ESTIMATE COMPARABLE RELOCATION COSTS
Estimate relocation costs on a per incumbent and per market basis for paths that are determined to be active or co-channel paths that have been negotiated and/or relocated. Information such as system type and architecture, number of links required to be relocated, tower heights and typical system usage will be used to develop the cost estimates.
- h. ROUTE MAPPING
Develop route maps on a per incumbent and per market basis delineating co-channel and adjacent channel active paths.
- i. DRIVE TEST FREQUENCY SELECTION
WFI will complete the spectrum analysis and provide TeleCorp with the required drive test frequencies for the assigned BTS locations (if a non-interfering frequency is available).
- j. PRIOR COORDINATION NOTICES
WFI will prepare Prior Coordination Notices (PCN(s)), mail PCNs to incumbents and clearinghouses, and coordinate responses and objections to PCNs, as required.
- k. DELIVERABLES
WFI will provide TeleCorp with periodic reports containing the following information:

- i. Copies of FCC licenses for each identified path;
- ii. Comparable cost documentation for each active path or for each co-channel path which has been negotiated and/or relocated;
- iii. Detailed budgetary cost analysis on a per BTA and frequency basis;
- iv. Route maps;
- v. Frequency relocation contract templates;
- vi. Upon clearing of each region or market, WFI shall provide;
- vii. Drive Test Frequencies as required; and
- viii. Copies of Filed PCNs.

3. NEGOTIATIONS AND PROGRAM MANAGEMENT.

- a. INTRODUCTORY MAILING.
WFI will identify the proper technical and negotiation contact for each incumbent and send an introductory mailing packet containing general information on microwave relocation and specific information about TeleCorp and its proposed course of action.
- b. NEGOTIATION PARAMETERS.
WFI will work with TeleCorp to develop negotiation parameters acceptable to TeleCorp. These parameters should be established prior to the commencement of negotiations so that settlements may be negotiated expeditiously.
- c. DEVELOPMENT OF NEGOTIATION STRATEGIES.
WFI will work with TeleCorp to develop optimal negotiation strategies for each incumbent and market. These strategies will be based upon the size and location of each incumbent's network, considering whether the incumbent is present in multiple TeleCorp markets, TeleCorp's priorities and its willingness to provide various relocation alternatives.
- d. INITIATE NEGOTIATIONS.
WFI will negotiate with incumbent to reach an agreement that conforms to TeleCorp's relocation schedule and cost parameters.
- e. ADDITIONAL NEGOTIATION AND FINALIZATION OF AGREEMENT FOR AMENDED RELOCATION DATES.
If a path has been negotiated by another PCS licensee, but the relocation date(s) are unacceptable to TeleCorp, then WFI will initiate

negotiations with the incumbent, other PCS licensee(s) or both to alter the unacceptable relocation dates and bring them into conformity with TeleCorp's relocation priorities.

- f. NEGOTIATION STRATEGY.
WFI will re-assess negotiation parameters and strategies as required based on discussions with incumbents, additional information obtained from incumbent meeting, and any modifications to TeleCorp's deployment schedule.
- g. CONTRACT TEMPLATES.
TeleCorp's inside counsel shall review and modify, as required, the contract templates that WFI provides to TeleCorp. The parties agree that these pre-approved contract templates are essential for enabling WFI to conclude negotiations in an efficient and expedient manner.
- h. FINALIZE RELOCATION TERMS.
WFI will provide the proposed business terms to TeleCorp for approval.
- i. FINALIZE RELOCATION AGREEMENT.
Once TeleCorp has approved the business terms, WFI shall work with TeleCorp's counsel to facilitate the negotiation and execution of the final relocation agreement between TeleCorp and the incumbent.
- j. FREQUENCY COORDINATION.
WFI will order frequency coordination. If required, WFI will prepare the required FCC license applications for incumbent's signature and submit such applications to the FCC.
- k. DETAILED RELOCATION SYSTEM DESIGN.
WFI will order engineering services required to design and engineer the microwave path including path and site surveys and network system design.
- l. THIRD PARTY PROPOSALS.
WFI will obtain and review third party proposals for equipment and/or services, including but not limited to construction, installation, testing and training and other services required to implement the turnkey replacement and make a recommendation to TeleCorp as to which proposal to accept.
- m. TOWER STRESS AND FOUNDATION ANALYSIS.
WFI will order any required tower and foundation analyses. WFI will coordinate and program-manage the entire process.
- n. TOWER OPTIONS ANALYSIS.
WFI will review results of the tower and/or foundation analyses and based on the recommendation made by the Supplier, determine most

cost-effective option such as structural strengthening, replacement, or alternate courses of action.

- o. LEASED FACILITIES.
In the event that an incumbent transfers its operations to leased facilities and requests TeleCorp's assistance in the transfer, WFI will coordinate the transfer of the facilities to alternate leased by the scheduled decommissioning date.
- p. RELOCATION PLAN.
WFI will develop a relocation plan that sets forth detailed relocation requirements including equipment procurement requirements, time line requirements, system performance requirements and detailed installation requirements. These detailed installation requirements will include testing, acceptance, and commissioning requirements.
- q. INSTALLATION FEASIBILITY ANALYSIS.
WFI, in coordination with a third party equipment supplier and installer will conduct an installation feasibility analysis in order to identify detailed installation requirements and to ensure that decommissioning objectives are met.
- r. INSTALLATION OVERSIGHT.
WFI will supervise the installation of the replacement system to ensure that the old system is decommissioned on schedule and that the incumbent is satisfied with the installation of the replacement system.
- s. TOWER MODIFICATION OVERSIGHT.
WFI will monitor third party Suppliers' performance to encourage timely completion of their obligations.
- t. DOCUMENTATION REVIEW.
WFI will review "as-built" documentation prepared by third party Suppliers, verify completion of third party supplier contractual requirements, and recommend to TeleCorp to proceed with final payment based on acceptance criteria.
- u. INCUMBENT ACCEPTANCE.
WFI will obtain final incumbent acceptance of equipment and facility installation. WFI will work toward incumbent's satisfaction that the contractual obligations by TeleCorp and its subcontractors (if applicable) have been met.
- v. FINAL COST DOCUMENTATION.
WFI will provide TeleCorp with a final accounting of the costs incurred to perform the turnkey relocation project.

- w. MONITORING OF INCUMBENT'S PERFORMANCE OBLIGATIONS.
For paths that resulted in a cash transaction between Incumbent and TeleCorp, WFI will monitor incumbent to encourage compliance with contractual obligations and report such status to TeleCorp.
 - x. DECOMMISSIONING NOTIFICATION.
WFI will notify TeleCorp of completion of the relocation and provide TeleCorp with copies of FCC Form 415s and/or FCC licenses indicating that the 2 GHz frequencies have been removed and decommissioned.
4. DOCUMENTATION FOR MICROWAVE RELOCATION SERVICES.
- a. WFI will provide TeleCorp the following deliverables on a per incumbent basis:
 - i. Signed offer letter;
 - ii. Executed contract between incumbent and TeleCorp;
 - iii. Periodic reports containing the status on incumbent compliance with the frequency relocation agreement including status on path decommissioning.
 - b. Where applicable, WFI shall provide to TeleCorp the following information:
 - i. Test reports;
 - ii. Procurement documentation;
 - iii. Project management reports;
 - iv. Equipment test certification;
 - v. Photos, drawings and other information obtained from site visits;
 - vi. Cut-over documentation; and
 - vii. Equipment removal certification.
 - c. WFI shall provide TeleCorp with copies of FCC Form 415s (or equivalent cancellation letter) for decommissioned paths.

WORK ORDER FOR MICROWAVE RELOCATION SERVICES FOR INITIAL FREQUENCY BLOCKS

MICROWAVE RELOCATION SERVICES FEES FOR INITIAL FREQUENCY BLOCKS

a. Regional Compensation.

TeleCorp shall pay WFI a fixed price of \$ [***] (the "Total Fee") for Microwave Relocation Services for the Initial Frequency Blocks and MTAs listed within the Initial Frequency Blocks on Schedule C to the

Agreement, in the TeleCorp Regions, on a per region basis, as set forth in the following table:

| Services | [***] Region | [***] Region | [***] Region | Total |
|--|--------------|--------------|--------------|---------|
| Spectrum Sharing, Drive Test Frequency, and Prior Coordination Notice Fees | \$[***] | \$[***] | \$[***] | \$[***] |
| Negotiations and Relocation Program Management Fee | \$[***] | \$[***] | \$[***] | \$[***] |
| Total Fee per Region and Total Fee for All TeleCorp Regions | \$[***] | \$[***] | \$[***] | \$[***] |

b. Payment Schedule.

i. TeleCorp shall pay WFI twelve (12) equal payments (each a "Monthly Payment") as follows:

- a. \$[***] per month for the [***] Region;
- b. \$[***] per month for the [***] Region; and
- c. \$[***] per month for the [***] Region.

ii. The first payment for each region shall be due upon execution of this Agreement.

iii. The next eight payments shall be made as follows: [***] WFI shall invoice TeleCorp showing in reasonable detail the calculation of [***]. Invoices shall be due and payable by TeleCorp within thirty (30) days of the date of receipt by TeleCorp. TeleCorp shall review the invoices and notify WFI in writing within [***] days of receipt of the invoice of any objection or question TeleCorp may have in connection with the invoice. If any items are disputed, only the disputed items may be withheld from payment. The remaining undisputed portion of the invoice shall be paid in accordance with the terms of this Agreement.

- iv. The last three (3) payments for each region shall be due within thirty (30) days of TeleCorp's receipt of a final invoice from WFI for the applicable region. WFI shall notify TeleCorp upon completion of all applicable steps set forth in the Scope of Work for all interfering paths located in the applicable region. TeleCorp, within [***] of receipt of such notification, shall either approve final payment or specifically identify remaining steps for completion by WFI. WFI shall complete any remaining steps identified by TeleCorp and notify TeleCorp of such completion. Upon receipt of final approval by TeleCorp, WFI shall submit an invoice to TeleCorp for the final three (3) payments of the applicable region.
- v. TeleCorp may withhold Monthly Payments if WFI fails to provide either timely or quality Services, and such failure has not been cured within [***] of WFI's receipt of written notice of such deficiency. Such withheld payments, shall be due immediately upon WFI's cure of the deficiency to TeleCorp's satisfaction.

c. Reimbursement

i. Non-Reimbursable Costs.

The total fee for Microwave Relocation Services set forth herein is inclusive of the following expenses:

- (a.) [***];
- (b.) [***]; and
- (c.) [***].

ii. Reimbursable Costs.

WFI's service fees for Microwave Relocation Services in connection with the TeleCorp Regions include those set forth in Attachment B hereof. TeleCorp and WFI specifically agree, however, that TeleCorp will be additionally liable for the cost of the following items in connection with relocation (collectively, "Pass Through Expenses"), provided, however, that TeleCorp shall be obligated to reimburse expenses incurred by WFI only with respect to which WFI had received express written direction from TeleCorp:

Any amounts [***];

- (a.) [***];
- (b.) [***];
- (c.) [***]; and
- (d.) Any [***]

[***].

- d. All Microwave Relocation Services assigned under this Work Order for the MTAs listed within the Initial Frequency Blocks on Schedule C as of [***] shall be billed at the regional pricing set -----
forth herein; provided, however, that such regional pricing shall no

longer apply as of [***].

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* Confidential treatment requested

AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

WORK ORDER FOR FIXED NETWORK ENGINEERING CONSULTING SERVICES

WORK ORDER NO.: 3

DATE: May 21, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and Wireless Facilities, Inc. and its affiliates ("WFI") and according to the following terms:

1. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[DESCRIPTION OF SERVICES AND TASKS - SEE ATTACHMENT A]

2. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site and shall reimburse WFI for expenses as set forth in Attachment B.
3. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with Attachment B to this Work Order.
4. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Attachment B to this Work Order.
5. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the immediately upon full execution of this Work Order.
6. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

[PREVIOUSLY EXECUTED AS PART OF REVISED AND RESTATED FIRST
AMENDMENT TO THE ORIGINAL AGREEMENT]

ATTACHMENT A

WORK ORDER FOR FIXED NETWORK ENGINEERING CONSULTING SERVICES

SCOPE OF WORK

WFI shall provide Fixed Network Engineering Consulting Services as directed by TeleCorp, which services shall be in the nature of Carrier Relations Services, Coordination of Dual Entrance Facilities, Interconnection Design Support, Circuit Order and Tracking Process Support and General Market Support.

ATTACHMENT B

WORK ORDER FOR FIXED NETWORK ENGINEERING CONSULTING SERVICES

PRICING

- -----

TeleCorp shall pay WFI [***] (\$[***]) per day for Fixed Network Engineering Consulting Services (the "Service Fee"). Each day shall be billed as a full day, with no proration for partial days or overtime. In addition to the Service Fee, TeleCorp shall reimburse WFI for travel, lodging, meal and incidental expenses that WFI incurs in the performance of Fixed Network Engineering Consulting Services for TeleCorp. Such expenses shall be passed through to TeleCorp with a [***]% administrative fee.

PAYMENT SCHEDULE

- -----

WFI shall invoice TeleCorp monthly for Fixed Network Engineering Consulting Services performed the previous month. All payments are due within thirty (30) days of receipt of WFI's invoice.

DURATION

- -----

WFI shall perform Fixed Network Engineering Consulting Services as directed by TeleCorp for a period of six (6) months from the Effective Date of the First Amendment to the Master Services Agreement.

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* Confidential treatment requested

AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

WORK ORDER FOR FIXED NETWORK ENGINEERING SERVICES IN [***] MTA

WORK ORDER NO.: 4

DATE: May 21, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and according to the following terms:

7. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[DESCRIPTION OF SERVICES AND TASKS - SEE ATTACHMENT A]

8. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site as set forth in Attachment B, and shall reimburse WFI for expenses in accordance with Attachment B to this Work Order.
9. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with the schedule of Payment Milestones per Attachment B to this Work Order.
10. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Section IV of the Agreement.
11. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Project Schedule) immediately upon full execution of this Work Order.
12. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

[PREVIOUSLY EXECUTED AS PART OF REVISED AND RESTATED FIRST
AMENDMENT TO THE ORIGINAL AGREEMENT]

ATTACHMENT A

WORK ORDER FOR FIXED NETWORK ENGINEERING SERVICES IN [***] MTA

SCOPE OF WORK

WFI will perform a complete turnkey design, engineering, equipment selection and procurement, and project management of installation and testing of a wireless microwave backhaul network in [***] in support of TeleCorp's PCS network deployment in this market. Specifically, WFI will perform the following tasks:

TRANSMISSION ENGINEERING

-
- . Conduct preliminary wireless backhaul system design
 - . Perform path profile using 3-second data and topographic maps
 - . Conduct field path surveys
 - . Conduct site surveys
 - . Optimize preliminary wireless backhaul system design
 - . Conduct frequency coordination and prepare and submit FCC license applications

EQUIPMENT PROCUREMENT

-
- . Provide material procurement and management
 - . Prepare equipment list specifications
 - . Prepare equipment proposal for microwave radios and antenna systems
 - . Evaluate vendor's proposal and select vendors
 - . Prepare material list
 - . Procure all equipment and manage inventory

INSTALLATION, TESTING AND COMMISSIONING

-
- . Conduct construction feasibility assessments
 - . Coordinate and prepare third-party service agreements
 - . Select qualified subcontractor
 - . Provide zoning and Building permit support
 - . Conduct pre-construction meeting
 - . Provide on-site construction management for installation, testing, and commissioning of the microwave backhaul system
 - . Provide site documentation and records management
 - . Conduct site inspections
 - . Provide system as-built drawings
 - . Prepare and submit site completion package
 - . Coordinate microwave radio training

PROJECT MANAGEMENT

- . Create project implementation strategies
- . Establish project goals including project costs and schedules
- . Schedule, track, and report project progress
- . Obtain local vendor pricing for equipment and installation services
- . Monitor budget and costs

PROJECT SCHEDULE

WFI will work with Lucent and TeleCorp to develop the installation schedule and will provide such schedule to TeleCorp on a periodic basis (weekly) and/or as requested.

PROJECT STAFFING

The project team will be located at TeleCorp's office facilities in [***] for the duration of the project. The project manager will be responsible for project tracking, reporting, cost control, and overall implementation of the network. The project manager will also be the designated point of contact with TeleCorp project manager. Engineering staff will be responsible for transmission engineering, equipment procurement and frequency planning/coordination, licensing, and equipment installation and testing procedures. Construction supervisors will be responsible to oversee material management, equipment inventory, installation, alignment and testing of the network.

ATTACHMENT B

WORK ORDER FOR FIXED NETWORK ENGINEERING SERVICES IN [***] MTA

FIXED RATE SERVICE FEES

WFI's service fees for the tasks detailed in the scope of work will be \$[***] per path. This fee includes all engineering and construction management fees, frequency coordination and FCC licensing. The fee also includes all travel and living expenses for WFI's engineering and construction management team for the duration of the project. The fixed fee does not include cost of equipment and third party subcontractors, which will be paid for by WFI and passed through to TeleCorp with a [***]% administrative fee.

PAYMENT SCHEDULE

TeleCorp shall pay to WFI the following fee for each path to be paid in three payments, as follows:

Payment 1: [***]% of the per path fee upon completion of [***]. Any outstanding

third party invoices will also be issued for payment at this time.

Payment 2: [***]% of the per path fee upon completion of [***].

Payment 3: [***]% of the per path fee upon completion of [***]. Any additional

outstanding third party invoices will also be issued for payment at this time.

WFI may invoice TeleCorp monthly for any outstanding third party invoices received by WFI after path completion.

AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

WORK ORDER FOR SITE DEVELOPMENT SERVICES FOR THE [***] MTA (Phase I)

WORK ORDER NO.: 5

DATE: May 21, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and Wireless Facilities, Inc. and its affiliates ("WFI") and according to the following terms:

7. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[DESCRIPTION OF SERVICES AND TASKS - SEE ATTACHMENT A]

8. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site and shall reimburse WFI for expenses as set forth in Attachment B.
9. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with the schedule of Payment Milestones per Attachment B to this Work Order.
10. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Section IV of the Agreement.
11. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Deployment Schedule) immediately upon full execution of this Work Order.
12. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

[PREVIOUSLY EXECUTED AS PART OF REVISED AND RESTATED FIRST
AMENDMENT TO THE ORIGINAL AGREEMENT]

ATTACHMENT A

WORK ORDER FOR SITE DEVELOPMENT SERVICES FOR THE [***] MTA (Phase I)

SCOPE OF WORK

WFI shall perform Site Development Services for TeleCorp in the [***] MTA, for Search Rings issued to WFI by TeleCorp. Site Development Services include all of the Site Acquisition, Construction Management and Program Management services listed in Work Order 1 to the Master Services Agreement dated February 27, 1998.

ATTACHMENT B

WORK ORDER FOR SITE DEVELOPMENT SERVICES FOR THE PUERTO RICO MTA (Phase I)

PRICING AND PAYMENT SCHEDULE

TeleCorp shall pay WFI a fixed fee per site of \$[***], except as provided below. WFI shall invoice TeleCorp monthly for each portion of the per site fee as indicated below, upon completion of each of the following milestones:

| Milestone | Milestone Fee per Site |
|---|------------------------|
| Full Execution of Primary Candidate Lease | \$[***] |
| Completion of Required Zoning & Permitting Activities | \$[***] |
| Construction Initiation | \$[***] |
| Construction Completion | \$[***] |
| Acceptance Site | |
| TOTAL | \$[***] |

* TeleCorp shall [***], in the event that TeleCorp [***] entered into a [***]. and further provided that [***].

For purposes of this Work Order, a [***] is defined as a [***].

[SEE ATTACHED LIST OF MASTER LEASE LESSORS]

The above fees include all out-of-pocket expenses, including, without limitation, automobile mileage and cellular telephone charges related to the performance of the project.

DURATION

WFI shall commence performing Site Development Services for TeleCorp in the [***] MTA on or about February 1, 1999, and shall continue until all sites have been accepted by TeleCorp and at the conclusion of customary wind-up activities.

* Confidential treatment requested

AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

WORK ORDER FOR SITE DEVELOPMENT SERVICES FOR [***] ADDITIONAL SITES - DOMESTIC

WORK ORDER NO.: 6

DATE: _____, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and Wireless Facilities, Inc. and its affiliates ("WFI") and according to the following terms:

1. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[DESCRIPTION OF SERVICES AND TASKS - SEE ATTACHMENT A]

2. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site as set forth in Attachment B, and shall reimburse WFI for expenses in accordance with Section IV of the Agreement.
3. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with the schedule of Payment Milestones per Attachment B to this Work Order.
4. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Section IV of the Agreement.
5. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Deployment Schedule) immediately upon full execution of this Work Order.
6. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TELECORP COMMUNICATIONS, INC.

By: /s/ Thomas H. Sullivan

Name: Thomas H. Sullivan

Title: President

Date: 10/12/99

WIRELESS FACILITIES, INC.

By: /s/ Masood Tayebi

Name: Masood Tayebi

Title: President

Date: 10/6/99

ATTACHMENT A

Work Order for Site Development Services for [***] Additional Sites - Domestic

SCOPE OF WORK - TASK DESCRIPTION

| SCOPE OF SERVICES - TASK DESCRIPTION | Primary Responsibility | | Comments (Note - WFI pass-through cost plus agreed upon %) |
|--|------------------------|--------|---|
| | WFI | Client | |
| 1.0 Site Acquisition | [***] | [***] | [***] |
| 1.1 Preliminary | [***] | [***] | [***] |
| a) Identify friendly site candidates from existing databases. | [***] | [***] | [***] |
| b) Submit initial search information for potential sites: Location, description, preliminary lease terms, GPS coordinates. | [***] | [***] | [***] |
| c) Perform Tech team visits to the search area, site visits to friendly candidates as required. | [***] | [***] | [***] |
| 1.2 Site Identification | [***] | [***] | [***] |
| a) Provide site candidate packages for primary and alternate site candidates. | [***] | [***] | [***] |
| b) Maintain property owner contact for site visits by construction (if required) and RF for ranking of candidates. | [***] | [***] | [***] |
| c) Coordinate with municipal planning authority and technical teams for site selection. | [***] | [***] | [***] |
| d) Submit search ring site candidate feasibility reports: property ownership information, initial property owner/manager, environmental checklist, description of location and site, description of potential lease terms, preliminary title report and property owner's authorization to submit permits, applications and duplicate architectural drawings. | [***] | [***] | [***] |
| 1.3 Lease Acquisition | [***] | [***] | [***] |
| a) Provide lease template and internal legal review and adjustments-send to attorney as required. | [***] | [***] | [***] |
| b) Obtain "As-built" drawing information and documents of primary candidate (as available). | [***] | [***] | [***] |
| c) Prepare lease/license documents (options with negotiated lease agreements or purchase options) for primary site execution including all insertions and deletions, legal coordination (with legal counsel as directed). Prepare any necessary easements for utilities or access for site selection. Order and review of preliminary title report. | [***] | [***] | [***] |
| d) Obtain landowner's signature on lease/license documents and submit to Client for signature. | [***] | [***] | [***] |
| e) Negotiate and complete acquisition of applicable easements necessary for utilities, access, etc. | [***] | [***] | [***] |
| f) Coordinate title curative activities and commitment for title insurance. | [***] | [***] | [***] |
| g) Coordinate and attend Tech Team visits with Zoning, RF and CM groups. | [***] | [***] | [***] |

SCOPE OF SERVICES - TASK DESCRIPTION

Primary Responsibility

Comments
(Note - WFI pass-through
cost plus agreed upon %)

WFI

Client

h) Review lease exhibits, zoning drawings and construction
drawings for conformity with the leased premise.

[***]

[***]

[***]

i) Maintain and track - site reports, candidate files, etc.

[***]

[***]

[***]

| SCOPE OF WORK - TASK DESCRIPTION | PRIMARY RESPONSIBILITY | | Comments (Note WFI pass through cost plus agreed %) |
|---|------------------------|--------|---|
| | WFI | CLIENT | |
| 1.4 Zoning (or permitting in jurisdictions without zoning) | [***] | [***] | [***] |
| a) Establish contact with appropriate zoning officials from each of the jurisdictions identified in RF coverage areas. Discuss municipal regulations, past histories, current hearing procedures and timetables for public hearings meetings with zoning authorities. | [***] | [***] | [***] |
| b) Prepare Initial Zoning Analysis Binder containing specific information with respect to each jurisdiction located throughout the design coverage area: 1) Municipal Regulations 2) Listing of zoning district designations and areas (with design criteria) which are "Permitted by Right", "Special Exceptions", "Conditional Use Permits", "Administrative Review" etc. 3) Setback requirements, stealthing requirements, or other procedures required to obtain approval. 4) Zoning officials' names, phone number, fax number and summary of conversations (if applicable). 5) Zoning maps. 6) Approval timeframes and expiration terms (if applicable). 7) Current application deadlines and public hearing schedules. 8) Zoning application and fee schedule. | [***] | [***] | [***] |
| c) Prepare Specific Zoning Analysis document for each candidate pending RF approval: 1) Specific zoning district designation for applicable site, zoning approval process, timeframe for approval, and application deadlines. 2) Estimated probability of obtaining zoning approval. Include summary of conversations with zoning officials (if applicable). 3) Note fee schedule. 4) Identification of potential issues which affect zoning probabilities. 5) Zoning recommendations. | [***] | [***] | [***] |
| d) Coordinate zoning drawings with A&E. | [***] | [***] | [***] |
| e) Prepare and submit zoning application with appropriate jurisdiction as well as any other regulatory applications needed for zoning approval. | [***] | [***] | [***] |
| f) Attend and coordinate scheduling for expert testimonials as necessary for zoning hearings and community meetings. | [***] | [***] | [***] |
| g) Provide original documentation of zoning approval. | [***] | [***] | [***] |
| h) Maintain reports, site folders, etc. | [***] | [***] | [***] |
| i) Provide Summary Report with approval requirements not included on drawings; including post-construction requirements. | [***] | [***] | [***] |

| SCOPE OF WORK - TASK DESCRIPTION | PRIMARY RESPONSIBILITY | | Comments (Note WFI pass through cost plus agreed %) |
|---|------------------------|--------|--|
| | WFI | CLIENT | |
| 2.0 Construction Management | | | [***] |
| 2.1 General | | | |
| a) Oversee and manage all aspects of the construction management activity and ensure coordination with all other system development activities. | [***] | [***] | [***] |
| b) Coordinate engineers to develop site specific designs and communicate all site information into working drawings/site designs. | [***] | [***] | [***] |
| c) Coordinate personnel to supervise, inspect and approve the work of civil contractors performing work on Client's sites. | [***] | [***] | [***] |
| d) Provide/develop construction safety program. | [***] | [***] | [***] |
| e) Implement safety program for all construction sites and manage all sub-contractors for compliance with the program. The program shall include orientation, training, regular inspections and compliance management. | [***] | [***] | [***] |
| | [***] | [***] | [***] |
| 2.2 Site Survey and Assessment | [***] | [***] | [***] |
| a) Visit sites. Complete constructability assessment and candidate ranking; Review of general design and construction issues/site access, availability of utility services, measurements, potential problem areas/possible solutions, preliminary minimum/maximum cost estimates & photographs. | [***] | [***] | [***] |
| b) Coordinate required documentation for use in zoning applications and hearings. | [***] | [***] | [***] |
| c) Ensure that all required documents are complete prior to start of construction; leases, zoning & planning approvals, permits, easements and landlord/utility approvals of construction drawings for rooftops, water tanks or other specialty sites. Coordinate lease exhibit drawings as required. | [***] | [***] | [***] |
| 2.3 Manage Planning and Construction Drawings | [***] | [***] | [***] |
| a) Provide basic design specifications, standard site design details and layout information in an agreed upon format for the A&E's use on projects. | [***] | [***] | [***] |
| b) Manage and direct architectural and engineering (A&E) functions for plan preparation and distribution. Site specific designs will be necessary and managed by the CM. | [***] | [***] | [***] |

SCOPE OF WORK - TASK DESCRIPTION

PRIMARY
RESPONSIBILITY

Comments
(Note WFI pass
through cost plus
agreed %)

WFI

CLIENT

c) Coordinate site access for design investigation, manage and coordinate all survey, geotechnical, civil, architectural, structural, electrical, mechanical, environmental analysis and landscape design consultants. Establish deadlines for all work and track to completion. Issue specifications for the format and information to be received from each sub-contractor.

[***]

[***]

[***]

d) Coordinate the preparation of complete construction drawing packages based upon the information obtained from each primary site.

[***]

[***]

[***]

| SCOPE OF WORK - TASK DESCRIPTION | PRIMARY RESPONSIBILITY | | Comments (Note WFI pass through cost plus agreed %) |
|--|------------------------|--------|--|
| | WFI | CLIENT | |
| e) Submit construction drawing packages to respective jurisdictions as required by law. Coordinate the resolution of any and all changes as mandated by local officials. | *** | *** | *** |
| f) Obtain building permit. | *** | *** | *** |
| 2.4 Civil Construction & Site Integration | | | |
| a) Develop and issue standards for use in pre-qualifying civil contractors who may perform work on the project: minimum levels of experience on similar projects, industry references, annual construction volume figures, licenses for all applicable jurisdictions, bonding capability, insurance coverage, documented quality assurance and control programs. | *** | *** | *** |
| b) Develop terms and conditions of a construction subcontractor agreement, if one does not exist. | *** | *** | *** |
| c) Develop preliminary construction budget, scope of work and list of materials. | *** | *** | *** |
| d) Coordination, selection, and management of subcontracted professional services, site survey, geotechnical analysis, environmental analysis, structural analysis and any other required services. | *** | *** | *** |
| e) Develop a procurement plan and schedule to ensure adequate and timely materials delivery for site construction. | *** | *** | *** |
| f) Prepare and issue RFQs for use in obtaining competitive bids for civil construction services at each site or group of sites: drawings, specifications and other pertinent information required to secure bids for the work. | *** | *** | *** |
| g) Coordinate pre-bid site walk meetings with all bidders to allow for accurate bids. Manage the bid process and respond to all questions from bidders on the project. | *** | *** | *** |
| h) Evaluate bids received for work. Correlate to project budgets and schedule. | *** | *** | *** |
| i) Negotiate all final prices, assure adherence to pre-existing subcontractor agreement or enter into a contract for the work with the recommended sub-contractor. | *** | *** | *** |
| j) Detail Design for Site Materials: Power and Backup, RF, PSTN/Fiber & Mechanical. | *** | *** | *** |
| k) Site material procurement and supplier management: Power Supplies, Batteries, RF Transmission Lines, Cable Trays, Antennas & Support Equipment. | *** | *** | *** |
| l) Coordinate the acquisition, delivery, storage and installation of materials. | *** | *** | *** |
| m) Provide warehousing Services for Materials. | *** | *** | *** |
| n) Secure all required Telco and power services for each site. Submit all required applications, design information and fees *. Coordinate site installation and final connection of the utility services. | *** | *** | *** |
| o) Manage the site construction in adherence to approved designs, specifications and standards. Ensure that work is in full compliance with all local, state and national codes, regulations, ordinances and guidelines. | *** | *** | *** |

| SCOPE OF WORK - TASK DESCRIPTION | PRIMARY RESPONSIBILITY | | Comments (Note WFI pass through cost plus agreed %) |
|---|------------------------|--------|--|
| | WFI | CLIENT | |
| p) Manage construction processes and expedite where required: preparation of site access, site preparation, site excavation and leveling, foundations, electrical service and grounding, tower construction, structure reinforcement, interior renovations (where required), equipment shelter placement, antenna and coaxial cable routing and mounting, installation of OEM equipment, etc. | [***] | [***] | [***] |
| q) Perform Site Integration: Power, Grounding, RF, Telecom, Equipment Cabinets, Support, Air Conditioning, Mechanical | [***] | [***] | [***] |
| r) Complete quality inspections as needed to ensure compliance with the plans and specifications: verify completion of the work. | [***] | [***] | [***] |
| 2.5 Manage Job Closeout | | | |
| a) Conduct final inspections and compile punch lists. Manage the resolution of punch list items through completion. | [***] | [***] | [***] |
| b) Final walk-through and inspection: complete site acceptance. | [***] | [***] | [***] |
| c) Compile and produce all construction-related documents for the site file: as-built drawings, project correspondence, contact list of sub-contractors, test and analysis reports, site photos, surveys and permits. | [***] | [***] | [***] |
| d) Ensure that all payments have been issued to civil contractors and that all lien releases have been received for work and materials used in the project. | [***] | [***] | [***] |

ATTACHMENT B

WORK ORDER FOR SITE DEVELOPMENT SERVICES FOR [***] ADDITIONAL SITES - DOMESTIC

COMPENSATION

Fees, Expenses and Payment Schedule

TeleCorp shall pay WFI a fixed fee of \$[***] for each approved Site within a Search Ring issued under this Work Order, as provided below. WFI shall invoice TeleCorp monthly for each portion of the per-Site fee as indicated below, upon completion of each of the following milestones:

| MILESTONE | Milestone Fee per Site |
|--|------------------------|
| Landlord/landowner's Execution of Primary Candidate Site Lease | \$[***] |
| Completion of Zoning/Permitting Activities | \$[***] |
| Initiation of Construction | \$[***] |
| Completion of Construction | \$[***] |
| TeleCorp's Acceptance of Site | \$[***] |
| TOTAL | \$[***] |

WFI may, in its sole discretion, reject or accept assignments of Search Rings from TeleCorp under this Work Order if such assignments are for fewer than [***] Search Rings in any TeleCorp market in which WFI did not operate a project office prior to the time of such assignment (each such market, a "New Market"). WFI shall, however, accept an assignment for fewer than [***] Search Rings in a New Market if at least [***] Search Rings are planned in that New Market within a reasonable time, but only upon the prior written approval of WFI's Vice President or Senior Vice President of Project Management. WFI shall, however, accept all Search Rings assigned by TeleCorp that are located in markets in which WFI had operated a project office prior to such assignment, regardless of the number of Search Rings in that assignment.

ADJUSTMENT FOR FEWER THAN [***] SITES

It is expressly understood by the Parties that the pricing set forth in this Work Order is based on TeleCorp's commitment to assign to WFI [***] Search Rings (which number may include Search Rings in [***]) by December 31, 2000. If, on December 31, 2000, TeleCorp has not assigned to WFI [***] Search Rings, then TeleCorp shall pay to WFI an adjustment of \$[***] per domestic Search Ring actually assigned as of such date. TeleCorp may issue Search Rings to WFI only by written notice issued to WFI and approved by TeleCorp.

EXPENSES

The following table shows which expenses are included in WFI's pricing and which are to be passed-through to TeleCorp for reimbursement to WFI, with an initial [***]% administrative fee; or a [***]% administrative fee if the conditions set forth in Section IV.A. of the Master Services Agreement are met.

| Expense Summary: | WFI Provided and Included | Reimbursed to WFI by TeleCorp |
|--|---------------------------|-------------------------------|
| Architect and Engineering Services | [***] | [***] |
| Capital lease costs (if necessary) | [***] | [***] |
| Cellular Phones/Pagers | [***] | [***] |
| Cellular/Paging Service (project related) | [***] | [***] |
| Computer Software or other Electronic Media | [***] | [***] |
| Crane rental for drive testing | [***] | [***] |
| Construction Contractor for site construction | [***] | [***] |
| Database Generation and Maintenance | [***] | [***] |
| Easement Acquisition Costs (if necessary) | [***] | [***] |
| Environmental Site Assessment | [***] | [***] |
| Expert Testimony (if necessary) | [***] | [***] |
| Land-use attorney (if necessary) | [***] | [***] |
| Lease option payments | [***] | [***] |
| License & Permit Fees | [***] | [***] |
| Field Expenses (maps, deeds, film developing, etc.) | [***] | [***] |
| Formal Site Survey | [***] | [***] |
| Frequency Coordination Study (preliminary and final) | [***] | [***] |
| GIS/Mapping (as necessary) | [***] | [***] |
| Mechanical and Electrical Drawings | [***] | [***] |
| Vehicle Expenses (project related) | [***] | [***] |
| Laptop Computers (including Microsoft Office Suite and Windows '95 or '98) | [***] | [***] |
| Office Rent, Furniture & Equipment | [***] | [***] |
| Office Supplies | [***] | [***] |
| CW Drive Test Equipment | [***] | [***] |
| Propagation Tools (software), terrain data bases | [***] | [***] |
| Propagation Tools (hardware - computer and plotter) | [***] | [***] |
| Overnight Mail (project related) | [***] | [***] |
| Photo Simulations (as necessary) | [***] | [***] |
| Soil Tests (geotechnical testing) | [***] | [***] |
| Structural Analysis | [***] | [***] |
| Telephone/FAX Service (local/long distance) | [***] | [***] |
| Title (property ownership verification) Report Cost | [***] | [***] |
| Tower Stress and Foundation Analysis | [***] | [***] |
| Travel and Living Expenses | [***] | [***] |
| Utilities | [***] | [***] |
| Warehouse Lease and Insurance Expense | [***] | [***] |
| Zoning/Filing/Permitting Fees | [***] | [***] |

AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

WORK ORDER FOR C-BLOCK MICROWAVE RELOCATION SERVICES

WORK ORDER NO.: 7

DATE: _____, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and Wireless Facilities, Inc. and its affiliates ("WFI") and according to the following terms:

1. ASSIGNMENT: Upon receiving a written notice from TeleCorp to proceed to perform the indicated Services on specified microwave links, WFI shall perform the applicable Services as described more specifically in Attachment A.
2. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site as set forth in Attachment B, and shall reimburse WFI for expenses in accordance with Attachment B.
3. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with the schedule of Payment Milestones per Attachment B to this Work Order.
4. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Section IV of the Agreement.
5. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Deployment Schedule) immediately upon full execution of this Work Order.
6. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TELECORP COMMUNICATIONS, INC.

WIRELESS FACILITIES, INC.

By: /s/ Thomas H. Sullivan

By: /s/ Masood Tayebi

Name: Thomas H. Sullivan

Name: Masood Tayebi

Title: President

Title: President

Date: 10/12/99

Date: 10/6/99

TO WORK ORDER FOR C-BLOCK MICROWAVE RELOCATION SERVICES

Scope of Work

WFI, utilizing the Comsearch IQ Clear spectrum-sharing tool, procured and provided by WFI, will supply to TeleCorp labor, services, resources and consultation necessary to perform microwave relocation and spectrum clearing services ("Microwave Services"). The Microwave Services include Spectrum Sharing Engineering Study and Analysis and Initial Market Assessment, Drive Test Frequency Selection, and prior Coordination Notices. The Microwave Services also include Negotiations and Program Management for the relocation of interfering paths.

1. SPECTRUM SHARING ENGINEERING STUDY AND ANALYSIS AND INITIAL MARKET ASSESSMENT

WFI will perform spectrum-sharing studies, as required, for selected frequency (ies), in each assigned BTA and frequency, based on either a generic RF design or the design information provided by TeleCorp. WFI will utilize the results of the analysis in performing the following steps as required to complete assessment of interfering paths/incumbents identified in spectrum sharing study including status and initial budgetary analysis for each path.

2. SERVICE DESCRIPTION

- a. SPECTRUM SHARING ANALYSIS
WFI will perform spectrum-sharing studies, as required, for each assigned BTA and frequency. The reiterative studies will be based on RF design information provided by TeleCorp, and will identify all microwave paths that could affect or be affected by TeleCorp's proposed PCS systems, based on FCC guidelines on interference avoidance.
- b. REVIEW AND CATALOG PATH DATA
Review information from the spectrum sharing analysis on a per market and per incumbent basis for both co-channel and adjacent channel paths. Information such number of links, equipment and modulation type, capacity, site names and locations for each path will be logged for use during negotiations and relocation project management.
- c. PATH PRIORITIZATION
WFI will develop technical parameters for the interfering co- and adjacent-channel paths to establish negotiation and relocation strategies and path priorities.
- d. REVIEW OF INCUMBENT DATA
WFI will review incumbent system data on a per link basis and compare the information against FCC database information to determine whether the incumbent is operating on a primary status with a current license.
- e. PATH STATUS VERIFICATION AND INITIAL INCUMBENT ASSESSMENT
WFI will contact each incumbent to confirm database information, verify path status i.e. active, negotiated, or decommissioned. If the incumbent has not entered into an agreement with another PCS Licensee, then WFI will assess the

incumbent's willingness to negotiate, identify strategic information, and discuss preliminary relocation options.

f. ASSESSMENT OF PREVIOUSLY NEGOTIATED PATHS

WFI will attempt to obtain the terms and status of each relocation agreement entered into between an incumbent and other PCS licensee(s). WFI will attempt to obtain a copy of the agreement, provided that it is not protected by a non-disclosure agreement. WFI will determine whether the dates agreed upon in the relocation agreement meets TeleCorp's requirements.

g. ESTIMATE COMPARABLE RELOCATION COSTS

Estimate relocation costs on a per incumbent and per market basis for paths that are determined to be active or co-channel paths that have been negotiated and/or relocated. Information such as system type and architecture, number of links required to be relocated, tower heights and typical system usage will be used to develop the cost estimates.

h. ROUTE MAPPING

Develop route maps on a per incumbent and per market basis delineating co-channel and adjacent channel active paths.

i. DRIVE TEST FREQUENCY SELECTION

WFI will complete the spectrum analysis and provide TeleCorp with the require drive test frequencies for the assigned BTS locations (if a non-Interfering frequency is available).

j. PRIOR COORDINATION NOTICES

WFI will prepare Prior Coordination Notices (PCN(s)), mail PCNs to incumbents and clearing houses, and coordinate responses and objections to PCNs, as required.

k. DELIVERABLES

WFI will provide TeleCorp with periodic reports containing the following information:

- i. Copies of FCC licenses for each identified path;
- ii. Comparable cost documentation;
- iii. Detailed budgetary cost analysis on a per BTA and frequency basis;
- iv. Route maps;
- v. Frequency relocation contract templates;
- vi. Upon clearing of each region or market, WFI shall provide;
- vii. Drive Test Frequencies as required; and;
- viii. Copies of filed PCNs.

3. NEGOTIATIONS AND PROGRAM MANAGEMENT

- a. **INTRODUCTORY MAILING**
WFI will identify the proper technical and negotiation contact for each incumbent and send an introductory mailing packet containing general information on microwave relocation and specific information about TeleCorp and its proposed course of action.
- b. **NEGOTIATION PARAMETERS**
WFI will work with TeleCorp to develop negotiation parameters acceptable to TeleCorp. These parameters should be established prior to the commencement of negotiations so that settlements may be negotiated expeditiously.
- c. **DEVELOPMENT OF NEGOTIATION STRATEGIES**
WFI will work with TeleCorp to develop optimal negotiation strategies for each incumbent and market. These strategies will be based upon the size and location of each incumbent's network, considering whether the incumbent is present in multiple TeleCorp markets, TeleCorp's priorities and its willingness to provide various relocation alternatives.
- d. **INITIATE NEGOTIATIONS**
WFI will negotiate with incumbent to reach an agreement that conforms to TeleCorp's relocation schedule and cost parameters.
- e. **ADDITIONAL NEGOTIATION AND FINALIZATION OF AGREEMENT FOR AMENDED RELOCATION DATES**
If a path has been negotiated by another PCS licensee, but the relocation Date(s) are unacceptable to TeleCorp, then WFI will initiate negotiations with the incumbent, other PCS licensee(s) or both to alter the unacceptable relocation dates and bring them into conformity with TeleCorp's relocation priorities.
- f. **NEGOTIATION STRATEGY**
WFI will re-assess negotiation parameters and strategies as required based on discussions with incumbents, additional information obtained from incumbent meeting, and any modifications to TeleCorp's deployment schedule.
- g. **CONTRACT TEMPLATES**
TeleCorp's inside counsel shall review and modify, as required, the contract templates that WFI provides to TeleCorp. The parties agree that these pre-approved contract templates are essential for enabling WFI to conclude negotiations in an efficient and expedient manner.
- h. **FINALIZE RELOCATION TERMS**
WFI will provide the proposed business terms to TeleCorp for approval.
- i. **FINALIZE RELOCATION AGREEMENT**
Once TeleCorp has approved the business terms, WFI shall work with TeleCorp's counsel to facilitate the negotiation and execution of the final relocation agreement between TeleCorp and the incumbent.

- j. FREQUENCY COORDINATION
WFI will order frequency coordination. If required, WFI will prepare the required FCC license applications for incumbent's signature and submit such applications to the FCC.
- k. DETAILED RELOCATION SYSTEM DESIGN
WFI will order engineering services required to design and engineer the microwave path including path and site surveys and network system design.
- l. THIRD PARTY PROPOSALS
WFI will obtain and review third party proposals for equipment and/or services, including but not limited to construction, installation, testing and training and other services required to implement the turnkey replacement and make a recommendation to TeleCorp as to which proposal to accept.
- m. TOWER STRESS AND FOUNDATION ANALYSIS
WFI will order any required tower and foundation analyses. WFI will coordinate and program manage the entire process.
- n. TOWER OPTIONS ANALYSIS
WFI will review results of the tower and/or foundation analyses and based on the recommendation made by the supplier, determine most cost-effective option such as structural strengthening, replacement, or alternate courses of action.
- o. LEASED FACILITIES
In the event that an incumbent transfers its operations to leased facilities and requests TeleCorp's assistance in the transfer, WFI will coordinate the transfer of the facilities to alternate leased by the scheduled decommissioning date.
- p. RELOCATION PLAN
WFI will develop a relocation plan that sets forth detailed relocation requirements including equipment procurement requirements, time line requirements, system performance requirements and detailed installation requirements. These detailed installations requirements will include testing, acceptance, and commissioning requirements.
- q. INSTALLATION FEASIBILITY ANALYSIS
WFI, in coordination with a third party equipment supplier and installer will conduct an installation feasibility analysis in order to identify detailed installation requirements and to ensure that decommissioning objectives are met.
- r. INSTALLATION OVERSIGHT
WFI will supervise the installation of the replacement system to ensure that the old system is decommissioned on schedule and that the incumbent is satisfied with the installation of the replacement system.
- s. TOWER MODIFICATION OVERSIGHT
WFI will monitor third party Suppliers' performance to encourage timely completion of their obligations.

- t. DOCUMENTATION REVIEW
WFI will review "as built" documentation prepared by third party Suppliers, verify completion of third party supplier contractual requirements, and recommend to TeleCorp to proceed with final payment based on acceptance criteria.
 - u. INCUMBENT ACCEPTANCE
WFI will obtain final incumbent acceptance of equipment and facility installation. WFI will work toward incumbent's satisfaction that the contractual obligations by TeleCorp and its subcontractors (if applicable) have been met.
 - v. FINAL COST DOCUMENTATION
WFI will provide TeleCorp with a final accounting of the costs incurred to perform the turnkey relocation project.
 - w. MONITORING OF INCUMBENT'S PERFORMANCE OBLIGATIONS
For paths that resulted in a cash transaction between incumbent and TeleCorp, WFI will monitor incumbent to encourage compliance with contractual obligations and report such status to TeleCorp.
 - x. DECOMMISSIONING NOTIFICATION
WFI will notify TeleCorp of completion of the relocation and provide TeleCorp with copies of FCC Form 415s and/or FCC licenses indicating that the 2GHz frequencies have been removed and decommissioned.
4. DOCUMENTATION FOR MICROWAVE SERVICES
- a. WFI will provide TeleCorp the following deliverables on a per incumbent basis:
 - i. Signed offer letter;
 - ii. Executed contract between incumbent and TeleCorp;
 - iii. Periodic reports containing the status on incumbent compliance with the Frequency relocation agreement including status on path decommissioning.
 - b. Where applicable, WFI shall provide to TeleCorp the following information:
 - i. Test reports;
 - ii. Procurement documentation;
 - iii. Project management reports;
 - iv. Equipment test certification;
 - v. Photos, drawings and other information obtained from site visits;
 - vi. Cut-over documentation; and

vii. Equipment removal certification

- c. WFI shall provide TeleCorp with copies of FCC Form 415s for decommissioned paths.

ATTACHMENT B

TO WORK ORDER FOR C-BLOCK MICROWAVE RELOCATION SERVICES

SCHEDULE OF SERVICES AND FEES

| SERVICE TYPE | PRICE PER SERVICE | PAYMENT MILESTONES AND TIMING OF INVOICE |
|---|-------------------|---|
| Spectrum Sharing Analysis performed on IQ Clear | [\$***] | Full amount earned upon completion of Spectrum Sharing Analysis and delivery of Relocation Budget Report |
| Negotiation and Program Management (1st path per incumbent) | [\$***] | <ol style="list-style-type: none"> 1. [***]% of fee earned upon assignment of path to WFI and initial incumbent contact [***]. 2. [***]% of fee earned upon incumbent's execution of microwave relocation agreement 3. [***]% of fee earned upon completion of relocation and filing with the FCC Form 415 or equivalent. *If paths are [***] to incumbent but before [***] then WFI will earn [***]% of [***] so that [***]% of [***] |
| Negotiation and Program Management (each additional path per incumbent) | [\$***] | |
| Drive Test Frequencies (cost per frequency) | [\$***] | Invoiced monthly for completed number of frequencies. |
| PCN Filing (cost per market) | [\$***] | Invoiced upon mailing of PCN |
| Cost Sharing Support (per path) | [\$***] | <ol style="list-style-type: none"> 1. [***]% of fee earned upon [***] 2. [***]% of fee earned upon completion of [***] |

All travel costs and travel-related expenses will be passed through to TeleCorp without additional administrative fees.

WFI will perform Microwave Relocation / Negotiation Services as requested for the C Block deployment in the following [***] markets, which are made up of contiguous BTAs:

| MARKET | BTAS |
|--------|-------|
| [***] | [***] |
| [***] | [***] |
| [***] | [***] |
| [***] | [***] |

* Confidential treatment requested

AMENDED AND RESTATED MASTER SERVICES AGREEMENT
BETWEEN
TELECORP COMMUNICATIONS, INC.
AND
WIRELESS FACILITIES, INC.

WORK ORDER FOR FIXED NETWORK ENGINEERING SERVICES IN [***] MTA (PHASE II)

WORK ORDER NO.: 8

DATE: _____, 1999

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of the Amended and Restated Master Services Agreement (the "Agreement") dated _____, 1999 by and between TeleCorp Communications, Inc. and its operating affiliates ("Client") and Wireless Facilities, Inc. and its affiliates ("WFI") and according to the following terms:

1. ASSIGNMENT: The following illustrates the Services and specific tasks to be performed by WFI:

[DESCRIPTION OF SERVICES AND TASKS - SEE ATTACHMENT A]

2. SERVICES FEES AND REIMBURSEMENT OF EXPENSES: Client shall compensate WFI for the Services at the fixed rates per Site as set forth in Attachment B, and shall reimburse WFI for expenses in accordance with Attachment B.
3. INVOICING SCHEDULE: WFI shall invoice Client for Service Fees in accordance with the schedule of Payment Milestones per Attachment B to this Work Order.
4. PAYMENT OF INVOICES: All invoices shall be due and payable by Client in accordance with the terms set forth in Section IV of the Agreement.
5. COMMENCEMENT OF SERVICES: WFI shall initiate performance of the Services (in accordance with the Deployment Schedule) immediately upon full execution of this Work Order.
6. MASTER SERVICES AGREEMENT: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TELECORP COMMUNICATIONS, INC.

WIRELESS FACILITIES, INC.

By: /s/ Thomas H. Sullivan

By: /s/ Masood Tayebi

Name: Thomas H. Sullivan

Name: Masood Tayebi

Title: President

Title: President

Date: 10/12/99

Date: 10/6/99

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 under 17 C.F.R(S) (S)200.80(b) (4)
 200.83 and 230.406

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is entered into as of January 18, 1999 (the "Effective Date") between Nextel Partners Operating Corp., a Delaware corporation ("Client") and Wireless Facilities, Inc., a Delaware corporation ("WFI"). (Client and WFI are each hereinafter referred to individually as a "Party" or collectively as "Parties").

WHEREAS, Client intends to acquire sites and construct facilities in order to develop and operate a telecommunications network system using the iDEN technology (the "Project").

WHEREAS, the Parties have reached an agreement whereby WFI will provide various engineering and site development services to Client in connection with the Project as requested by Client on an hourly or turnkey basis.

WHEREAS, the Parties entered into a Letter of Intent to Provide Engineering, Site Development and Construction Management Services dated September 1, 1998, as extended by the Extension of Letter of Intent to Provide Engineering, Site Development and Construction Management Services dated November 6, 1998 (collectively referred to as the "Letter of Intent").

WHEREAS, under the terms of the Letter of Intent, WFI agreed to provide such various services to Client until the Parties executed this Agreement, which would supersede and replace the Letter of Intent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Description of Services. In accordance with and subject to the terms

 and conditions of this Agreement, WFI hereby agrees to provide Client with the services (the "Services") listed in the executed Work Order(s) on an hourly or turnkey basis as agreed by the Parties.

2. Term of Agreement. The term of this Agreement shall be two years from

 the Effective Date unless otherwise terminated in accordance with this Agreement (the "Initial Term"). The term of this Agreement will automatically renew for successive terms of one (1) year (each, a "Renewal Term") unless either Party communicates in writing to the other Party, thirty (30) days prior to expiration of the Initial Term or current Renewal Term, its intention not to renew the Agreement.

3. Compensation. Client shall pay WFI for all Services assigned by and

 rendered to Client pursuant to this Agreement and to any and all Work Orders issued hereunder, based upon the pricing set forth in Exhibit I, unless a Work

 Order specifically sets forth other pricing terms applicable to that particular Work Order ("Service Fees"). Where Services are compensated based upon fixed or milestone-based pricing rather than per-hour pricing, all work performed by WFI at Client's request in addition to the Services specifically set forth in any particular executed Work Order(s) ("Out-of-Scope Services") shall be compensated at the hourly rates agreed upon by the Parties and set forth in Exhibit I.

4.

Invoices and Payments.

(a) Invoicing terms for compensation of Out-of-Scope Services, reimbursable expenses and Materials Management Services (as defined in Section 8 below) are set forth in Exhibit I of this Agreement. Unless a Work Order

specifies otherwise, WFI may invoice Client monthly for all Service Fees (including those for Out-of-Scope Services), whether billed on a milestone basis or in accordance with WFI's hourly rates, and bi-weekly for any reimbursable expenses (as described in Exhibit I) and Materials Management Services incurred

in the previous period.

(b) All invoices are due and payable by Client within thirty (30) days of the date of receipt by Client. Client shall review the invoices and notify WFI in writing within thirty (30) days of receipt of the invoice of any objection or question Client may have in connection with the invoice. If any items are disputed, only the disputed items may be withheld from payment. The remaining undisputed portion of the invoice shall be paid in accordance with the terms of this Agreement.

5. Work Orders and Out-of-Scope Authorizations. Client may assign additional

work to WFI by issuing to WFI, from time to time, a signed Work Order, in substantially the form attached hereto as Exhibit II, or in some other format

agreed upon by the Parties. WFI shall begin to render Services to Client after WFI has indicated its acceptance of the work by countersigning and returning the Work Order to Client. Each Work Order shall incorporate by reference all of the terms and conditions set forth in this Agreement; however, in the case of conflict between the terms of a Work Order and this Agreement, the terms of the Work Order shall control, but only for the duration of the Services performed under that particular Work Order. WFI may perform Out-of-Scope Services at Client's request. In such event, Client and WFI shall execute an Out-of-Scope Work Authorization, in substantially the form attached as Exhibit III.

Authorized out-of-scope work will be compensated in accordance with the hourly rates set forth in Exhibit I, unless otherwise agreed by the Parties and

specified in writing. Client hereby authorizes the officers listed in Exhibit

IV to sign any Work Orders and Out-of-Scope Work Authorizations issued under

this Agreement. Client shall promptly notify WFI in writing of any changes to the list of authorized signatories.

6. Taxes. All taxes and similar assessments, levies and government-imposed

obligations with respect to WFI's income derived from its performance of Services hereunder shall be the obligation of and be paid by WFI. Client shall pay all other applicable taxes.

7. Subcontractors. WFI may, with the consent of Client, which consent will not be unreasonably withheld or delayed, delegate to subcontractors such duties as WFI deems necessary for the successful completion of Services performed for the Project. WFI shall be responsible to Client for the completion of all work by subcontractors. If Client chooses to contract directly with subcontractor for work performed for the Project, then Client shall be responsible for the payment of service fees and expenses of such subcontractors for work performed in connection with the Project. If WFI contracts directly with subcontractors for work performed in connection with the Project, and which work is listed as "CLIENT Provided or Reimbursed" in the Expense Summary section of Exhibit I, then Client shall be invoiced and shall reimburse WFI for the service fees and expenses of subcontractors at cost plus an administrative fee in accordance with the terms of Exhibit I.

8. Materials Management Services. At Client's request and written

authorization, WFI shall procure, pay for, receive and store equipment and building materials for use on the Project ("Materials Management Services"). Client shall compensate WFI for Materials Management Services by reimbursing WFI for the cost of such equipment and building materials, together with an administrative fee as set forth in Exhibit I.

9. Ownership of Data Products and Software. All data products purchased

specifically and solely for the Project shall be the property of Client. All licensed software used by WFI in the performance of Services is and shall remain the property of WFI unless purchased by WFI for Client on a pass-through basis, in accordance with the expense reimbursement terms set forth in Exhibit I.

10. Resolution of Disputes. For any dispute or claim arising out of or

relating to this Agreement, or breach thereof, the Parties, prior to filing any claims for binding arbitration (as provided below), shall in good faith first negotiate a written resolution of such dispute or claim for a period not to exceed thirty (30) days from the date of receipt of a Party's request for such negotiation. Executives or managers of each Party who have the authorization to resolve any such dispute or claim shall conduct such negotiations. In the event the Parties cannot negotiate a written resolution to such dispute or claim during the thirty (30) day negotiation period provided hereunder, either Party may submit the matter to binding arbitration in accordance with the terms set forth in Paragraph 11 of this Agreement.

11. Arbitration of Disputes. All claims, whenever brought and whether

between the Parties or between one of the Parties and the employees, agents or affiliated businesses of the other Party shall be resolved by binding arbitration in accordance with this Paragraph; provided that the Parties have first complied with the procedures of Paragraphs 4, 10 and 17 hereof, as applicable.

(a) A single, mutually agreeable arbitrator engaged in the practice of law and knowledgeable about telecommunications law and engineering practices shall conduct the arbitration in accordance with the then current commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the Seattle, Washington metropolitan area.

(b) All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall state the reasoning by which the arbitrator determined the award. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

(c) Each Party shall pay its own costs and expenses incurred in connection with the arbitration, including legal fees, and each Party shall pay one-half the arbitrator's professional fees.

If either Party files a judicial or administrative action asserting claims subject to arbitration, and the other Party successfully stays such action and/or compels arbitration of such claims, the Party filing the action shall pay the other Party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.

12. Breach and Termination.

(a) Termination Without Cause. Either Party may terminate this Agree

ment without cause - by sending the other party written notification of such termination. Such termination shall take effect (60) days after written notice has been received by the non-terminating Party.

(b) Termination for Breach. The non-breaching Party shall provide the

breaching Party thirty (30) business days after receipt of a written termination notice setting forth the nature of the Breach to cure such Breach. The remedy for Breach shall be unavailable until the passage of such cure period. For purposes of this Agreement, Breach shall mean the following:

(i) Breach by Client. Client's failure to timely pay undisputed

invoiced fees and reimbursable expenses in accordance with the procedures set forth in this Agreement. In the event of Client's failure to pay, WFI shall have the right to suspend its further performance of Services for Client until Client has cured such failure.

(ii) Breach by WFI. WFI's failure to timely or completely perform,

in accordance with professional standards obtaining for similarly situated telecommunications outsourcing firms, the Services assigned to WFI pursuant to a fully executed Work Order.

(c) Termination in Event of Default. Either Party may terminate this

Agreement immediately upon written notice to the other Party under any of the following circumstances, each of which shall constitute an Event of Default: (i) the other Party makes an assignment for the benefit of creditors (other than solely as an assignment of moneys due); (ii) the other Party becomes unable to pay its debts as they become due, unless assurance satisfactory to the terminating Party is provided within thirty (30) days of receipt of its notice of termination hereunder; or (iii) the other Party becomes the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless such proceeding is dismissed or withdrawn within forty-five (45) days of the non-defaulting Party's receipt of the defaulting Party's notice of termination hereunder.

(d) Procedure upon Expiration or Termination. Upon the expiration or

termination of this Agreement, WFI shall promptly return to Client, or destroy, as Client may direct, all of Client's property in WFI's possession. If Client issues a notice of termination for any reason, WFI shall be entitled to payment and reimbursement, respectively, for its Services rendered and reasonable expenses incurred in connection with the Project up to the effective date of termination of this Agreement, pursuant to its invoices therefor, provided that,

if the Services are compensated in accordance with a schedule of payment or performance milestones, then Client shall compensate WFI for all post-milestone work performed on a time and materials basis in accordance with the hourly rates and expense payment provisions set forth in Exhibit I. If Client issues a

notice of termination for a reason other than breach of this Agreement, then, in addition to the Service Fees and expense reimbursements received pursuant to the foregoing sentence, WFI shall be entitled to (i) Service Fees at the hourly rates set forth in Exhibit I for actual and necessary work performed and (ii)

reimbursement for any reasonable expenditures (together with the administrative mark-up

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set forth in Exhibit I) incurred in connection with WFI's premature winding up

of its work and the work of its subcontractors (if any) on the Project after receipt of such notice of termination. Under no circumstances shall WFI be required to reimburse Client for fees or expenses incurred in securing and compensating replacement providers of any of the Services. Each Party shall render to the other such reasonable assistance as may be necessary for the orderly continuation of the other Party's business.

13. Insurance. Commencing on the Effective Date and throughout the term of this Agreement, WFI shall maintain the following insurance policies:

(a) Commercial General Liability with the following minimum limits:

Combined Single Limit \$1,000,000 per occurrence
General Aggregate \$2,000,000 per policy period

(b) Workers Compensation with statutory limits

(c) Employers Liability with the following minimum limits:

Each Accident \$1,000,000
Disease Policy Limit \$1,000,000
Disease Each Employee \$1,000,000

(d) Business Automobile Liability Insurance with the following minimum limits if the performance of this Agreement involves the use of any automobiles:

Combined
Single Limit \$1,000,000

Owned, Hired and Non-Owned Coverage.

14. Year 2000 Compliance. Neither Party shall be liable to the other for

any failure to perform obligations under this Agreement to the extent that such failure arises from a Year 2000 Problem (a) affecting one of that Party's subcontractors or suppliers, or (b) beyond that Party's reasonable control (such as, without limitation, a Year 2000 Problem affecting a government entity). IN PARTICULAR, A PARTY SHALL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF A YEAR 2000 PROBLEM. A "Year 2000 Problem" means a date-handling problem relating to the Year 2000 date change that would cause a computer system, software or equipment to fail to correctly perform, process and handle date-related data for the dates within and between the twentieth and twenty-first centuries and all other centuries.

15. Independent Contractor. WFI is and shall act as an independent

contractor in the performance of its obligations under this Agreement. WFI shall exercise full control of and supervision over its employees. WFI's personnel performing Services are agents, employees or subcontractors of WFI and are not employees or agents of Client. Nothing herein shall be deemed to create any other relationship between the Parties, including, without limitation, a partnership, agency, employer-employee or attorney-client relation. WFI shall be solely liable for all matters relating to compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local laws, rules and regulations governing such matters. WFI will honor Client's request for the removal of any particular

employee of WFI from the Project, provided that Client has first submitted a written request to WFI setting forth lawful and reasonable reasons for such request.

16. Solicitation of Employees. WFI and Client agree that, during the term

of this Agreement and for [***] thereafter, neither Party shall solicit nor accept for employment any employees of the other Party who have worked on or performed Services in connection with the Project, without first obtaining the express written consent of the other Party.

17. Force Majeure. Neither Party shall be liable for any delay or failure

in performing its obligations hereunder that is due to circumstances beyond such Party's reasonable control, including, but not limited to, acts of God, civil unrest, riots, war, fire, floods, explosions and strikes or other concerted acts of labor (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Party whose performance is affected shall give written notice to the other Party describing the affected performance. The Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact of the condition on both Parties. The Parties agree that the Party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Event and recommence the affected performance. In the event that the delay caused by the Force Majeure Event lasts for a period of more than thirty (30) days, the Parties shall negotiate an equitable modification to this Agreement with respect to the affected performance. If the Parties are unable to agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either Party shall be entitled to serve thirty (30) days notice of termination on the other Party with respect to only the affected performance. If the Force Majeure Event for such affected performance continues upon the expiration of such thirty (30) day notice period the portion of this Agreement relating to the affected performance shall automatically terminate. The remaining portion of this Agreement that does not involve the affected performance shall continue in full force and effect.

18. LIMITATION OF LIABILITY. THE PARTIES' RIGHTS, LIABILITIES AND

RESPONSIBILITIES WITH RESPECT TO THE SERVICES SHALL BE EXCLUSIVELY THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION: LOSS OF PROFITS, INTEREST, PRODUCT OR SERVICE; BUSINESS INTERRUPTION; AND INCREASED COSTS OF OPERATION, MAINTENANCE OR STAFFING.

19. Waivers and Amendments. Waiver by either Party of any default

hereunder by the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of each Party.

20. Governing Law; Consent to Jurisdiction and Venue. Except as may apply

to claims submitted to arbitration under Paragraph 11, this Agreement shall be construed in accordance with the laws of the State of Washington, irrespective of its conflict of law principles. Each Party hereby agrees to the jurisdiction of and venue in the courts in Seattle, Washington for any suit, action or proceeding between the Parties that arises out of this

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Agreement or the Parties' performance of their obligations hereunder, and expressly agrees to waive any defense thereto.

21. Severability. If any provision or any part of a provision of this

Agreement shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each Party shall be construed and enforced accordingly.

22. Survival. The terms, conditions and warranties contained in this

Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive; including, without limitation, the provisions of Paragraphs [***].

23. Assignment. This Agreement is binding upon and inures to the benefit

of the Parties and their respective permitted successors and assigns. A Party may assign its rights and delegate its duties under this Agreement to any third party only with the prior written consent of the other Party, except that an assignment to a third party that controls, is controlled by, is under common control with, or is the legal successor of the assigning Party shall not require the non-assigning Party's consent. Any assignment of rights or delegation of duties under this Agreement by a Party will not release that Party from its obligations hereunder.

24. Entire Agreement; Modifications. This Agreement, including the

Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the Effective Date with respect to the Services. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings, whether written or oral, are superseded by this Agreement, including but not limited to the Letter of Intent. This Agreement may be modified only in a written document signed by both Parties.

25. Headings; Construction; Incorporation of Recitals. The headings of the

Paragraphs of this Agreement are inserted for convenience only and are not intended to affect its meaning or interpretation. Throughout this Agreement, the singular shall apply to the plural and the plural to the singular, unless the context clearly indicates otherwise. The recitals set forth in the beginning of this Agreement are hereby incorporated and made a material part hereof.

26. Jointly Drafted. This Agreement shall be deemed to have been drafted

by both Parties and, in the event of a dispute, shall not be construed against either Party.

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27. Notices. Except as otherwise provided herein, all notices or other

communications to be given or that may be given by either Party to the other shall be deemed to have been duly given when made in writing and delivered in person or when deposited in the United States mail, postage prepaid, certified, return receipt requested or sent via facsimile with confirmation of receipt, and addressed as follows:

If to WFI:

Dr. Masood Tayebi, President
Wireless Facilities, Inc.
San Diego Tech Center
9805 Scranton Road, Suite 100
San Diego, CA 92121
Telephone: (619) 824-2929
Fax: (619) 824-2928

If to Client:

David Aas
Nextel Partners Operating Corp.
4500 Carillon Point
Kirkland, Washington 98033
Telephone: 425-828-8051
Fax: 425-828-8098

With a Copy to:

Nextel Partners Operating Corp.
4500 Carillon Point
Kirkland, Washington 98033
Attention: General Counsel

The notice addresses may be changed by written notice given by one Party to the other in accordance with this Paragraph.

28. Exhibits. The following Exhibits are attached hereto and incorporated

herein:

- Exhibit I: Hourly Rates, Expense Reimbursement and Invoice Schedule
- Exhibit II: Sample Work Order
- Exhibit III: Sample Out-of-Scope Authorization
- Exhibit IV: Authorized Signatories

29. Indemnification. WFI will defend, indemnify, and hold harmless Client

and its officers, directors, employees, subsidiaries, parents, agents and representatives from and against all claims, damages, losses (including, without limitation, bodily injury or property damage) costs and expenses (including without limitation reasonable attorney's fees actually incurred), (collectively, "Claims"), arising out of, resulting from or caused in whole or in part by the acts or omissions of WFI, its subcontractors and their respective employees, agents, and representatives in performing or failing to perform any of the work or activities contemplated herein, except to the extent that such Claims result from or are caused by Client, its subcontractors and their respective employees, agents and representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

NEXTEL PARTNERS OPERATING CORP.

WIRELESS FACILITIES, INC.

/s/ David Aas

/s/ Dr. Masood Tayebi

David Aas
Chief Technology Officer

Dr. Masood Tayebi
President

Exhibit I
to
Master Services Agreement
Between Nextel Partners Operating Corp. and Wireless Facilities, Inc.

Hourly Rates, Expense Reimbursement and Invoice Schedule

Hourly Rates for Out-of-Scope Services

For all services performed by WFI that are in addition to those described in any particular executed Work Order(s) ("Out-of-Scope Services"), Client shall compensate WFI on an hourly basis in accordance with the rates set forth in the table below. WFI may invoice Client monthly for Out-of-Scope Services rendered the previous period.

| Service Type | Employment Category | Hourly Rate |
|--------------------|-----------------------------|-------------|
| Program Mgmt: | Project Manager | \$ [***] |
| | Project Coordinator | \$ [***] |
| | Admin Assistant | \$ [***] |
| RF Engineering: | Manager | \$ [***] |
| | Senior Engineer | \$ [***] |
| | Design Engineer | \$ [***] |
| | Associate Engineer | \$ [***] |
| Site Acquisition: | Leasing Manager | \$ [***] |
| | Zoning Manager | \$ [***] |
| | Site Acquisition Specialist | \$ [***] |
| | Zoning Specialist | \$ [***] |
| | Paralegal | \$ [***] |
| Construction Mgmt: | CM Construction Manager | \$ [***] |
| | CM Operations Manager | \$ [***] |
| | CM Project Coordinator | \$ [***] |
| | CM Utility Coordinator | \$ [***] |
| | CM Field Supervisor | \$ [***] |

Note - these hourly rates do not include expenses.

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Expense Summary

The following table summarizes which expenses are included in WFI's fixed pricing and which are considered pass-through expenses to be reimbursed at [***]. WFI may invoice Client bi-weekly for reimbursable pass-through expenses and administrative fees.

| | WFI Included | CLIENT Provided or Reimbursed to WFI |
|--|-----------------|---|
| ----- | | |
| Expense Summary: | | |
| Architect and Engineering Services | [***] | [***] |
| Capital lease costs (if necessary) | [***] | [***] |
| Wireless Phones/Pagers | [***] | [***] |
| Wireless/Paging Service (project related) | [***] | [***] |
| Crane rental for drive testing | [***] | [***] |
| Construction Contractor for site construction | [***] | [***] |
| Easement Acquisition Costs (if necessary) | [***] | [***] |
| Environmental Site Assessment | [***] | [***] |
| Expert Testimony (if necessary) | [***] | [***] |
| Land-use attorney (if necessary) | [***] | [***] |
| Lease option payments | [***] | [***] |
| License & Permit Fees | [***] | [***] |
| Field Expenses (maps, deeds, film developing, etc.) | [***] | [***] |
| Formal Site Survey | [***] | [***] |
| Frequency Coordination Study (preliminary and final) | [***] | [***] |
| GIS/Mapping (as necessary) | [***] | [***] |
| Mechanical and Electrical Drawings | [***] | [***] |
| Vehicle Expenses (project related) | [***] | [***] |
| Personal Computers & Related Software | [***] | [***] |
| Office Rent, Furniture & Equipment | [***] | [***] |
| Office Supplies | [***] | [***] |
| CW Drive Test Equipment | [***] | [***] |
| Propagation Tools (software), terrain data bases | [***] | [***] |
| Propagation Tools (hardware - computer and plotter) | [***] | [***] |
| Intermodulation/Isolation Software | [***] | [***] |
| Airspace Software | [***] | [***] |
| Test Phones/Service with Test Software (for engineers) | [***] | [***] |
| Overnight Mail (project related) | [***] | [***] |
| Photo Simulations (as necessary) | [***] | [***] |
| Soil Tests (geotechnical testing) | [***] | [***] |
| Structural Analysis | [***] | [***] |
| Telephone/FAX Service (local/long distance) | [***] | [***] |
| Title (property ownership verification) Report Cost | [***] | [***] |
| Tower Stress and Foundation Analysis | [***] | [***] |
| Travel and Living Expenses | [***] | [***] |
| Utilities | [***] | [***] |
| Zoning/Filing/Permitting Fees | [***] | [***] |
| ----- | | |

* Confidential Treatment Requested

Materials Management Services

If requested by Client, WFI will perform Materials Management Services (as defined in Section 8 of the Agreement). Client shall reimburse WFI for Materials Management Services as a pass-through expense at [***]. WFI may invoice Client bi-weekly for Materials Management Services costs and administrative fees.

* Confidential Treatment Requested

Exhibit II
to
Master Services Agreement
Between Nextel Partners Operating Corp. and Wireless Facilities, Inc.

Sample Work Order

WORK ORDER NO.:

DATE: _____, 199

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of Master Services Agreement (the "Agreement") dated _____, 199 by and between Nextel Partners, Inc. ("Client"), and

Wireless Facilities, Inc. ("WFI") and according to the following terms:

1. Assignment: The following illustrates the Services and specific tasks to be performed by WFI:

[Description of Services and tasks - See attachments]

2. Invoicing for Services Fees and Reimbursement of Expenses: WFI shall invoice Client for the Services in accordance with the schedule of Payment Milestones per Attachment _____ to this executed Work Order. WFI shall

invoice Client for Service Fees for Out-of-Scope Services, reimbursable expenses (together with applicable administrative fees) and Materials Management Services, if any (together with applicable administrative fees) in accordance with Exhibit I of the Agreement.

3. Payment of Invoices: All invoices shall be due and payable by Client in accordance with the terms set forth in Section 4(b) of the Agreement.
4. Commencement of Services: WFI shall commence performance of the Services immediately upon full execution of this Work Order.
5. Master Services Agreement: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

NEXTEL PARTNERS OPERATING CORP. WIRELESS FACILITIES, INC.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Exhibit III
to
Master Services Agreement
Between Nextel Partners Operating Corp. and Wireless Facilities, Inc.

Sample Out-of-Scope Work Authorization Memo

Memo

To: [Individual and Client Company Name]

From: WFI Employee Name and Title

cc:

Date:

Re: Request for Out-of-Scope Work Authorization

WFI has been requested to perform the following services not listed in our
Master Services Agreement:

[description of services]

I have estimated that the time required to perform these Out-of-Scope Services
is _____ hours which will be the maximum hours you will be billed for this

additional service. Should we spend less time to perform the services required,
you will, of course, be billed for the lower number of hours at the rates
specified in our Master Services Agreement dated _____, 1999 and applicable

Work Orders. We will also bill you for expenses incurred to perform these
services, in accordance with the provisions of the Master Services Agreement and
applicable Work Orders.

I would appreciate it if you will sign below to indicate your agreement and
acceptance. If I do not receive from you a signed copy of this Authorization
Memo, WFI will, nevertheless (unless we hear otherwise) begin to perform the
above-reference services pursuant to _____'s [name of authorizing

individual] verbal request made on _____, 1999.

Please call me at _____ if you have any questions.

Accepted & Approved:

[FULL NAME OF CLIENT COMPANY]:

By: _____

Name and Title: _____

DATE: _____

Exhibit IV
to
Master Services Agreement
Between Nextel Partners Operating Corp. and Wireless Facilities, Inc.

Authorized Signatories for Work Orders and Out-of-Scope Authorizations

Each Party hereby authorizes the following individuals to execute Work Orders and Out-of-Scope Authorizations issued under this Agreement. Such documents, when signed by any of the following individuals for each Party, shall be presumptively binding on the Parties.

Authorized Signatories for Nextel Partners, Inc.:

Mr. David Aas
Mr. Ray Farrell
Mr. Peter Gaffney

Authorized Signatories for Wireless Facilities, Inc.:

Dr. Masood Tayebi, President
Mr. Michael Brink, Sr. Vice President, Project Management
Mr. John Vento, Sr. Vice President, Site Development Services
Mr. Jeff Bader, Sr. Director, Project Management

Confidential Treatment Requested
Under 17 C.F.R. (S) (S) 200.80 (b) (4)
200.83 and 230.406

Agreement

between

Siemens Aktiengesellschaft, Berlin and Munchen,

Federal Republic of Germany,

represented by the Business Unit Mobile Networks,

- hereinafter referred to as "SIEMENS"-

and

Wireless Facilities Inc., San Diego, CA

United States of America

- hereinafter referred to as "CONSULTANT"-

Preamble

Article 1 - Scope of CONSULTANCY-SERVICES

- 1.1 Siemens' Public Communication Networks Group, Mobile Networks is performing radio network planning services for worldwide Projects. Subject to the terms and conditions of this agreement SIEMENS (including any SIEMENS company which is owned or controlled either directly or indirectly by Siemens as to 50 % (fifty percent) or more of the issued share capital and/or voting rights)

hereby entrusts CONSULTANT with the performance of such radio network planning projects (hereinafter collectively referred to as, "CONSULTANCY-SERVICES"):

- 1.2 SIEMENS will assign the CONSULTANCY-SERVICES to CONSULTANT in advance on a case by case basis depending on the duration and kind of the assignment and in accordance with the timetable that follows:

| | |
|--------------------------------|--|
| One (1) week: | On short notice (up to 2 working days) |
| Up to (4) weeks support: | Two (2) weeks |
| Up to three (3) months: | One (1) month |
| Over three (3) months support: | Mutually agreed between SIEMENS and CONSULTANT |

- 1.3 Any and all CONSULTANCY-SERVICES shall be rendered in such manner, in accordance with such standards and specifications, and at such dates and times or in accordance with such schedules as requested or prescribed by SIEMENS from time to time. Unless specified and agreed otherwise specifically between SIEMENS and the CONSULTANT in writing, all tools and materials required by CONSULTANT shall be provided by CONSULTANT and any compensation to be paid to CONSULTANT by SIEMENS includes payment for use of CONSULTANT's facilities, tools, materials and equipment.

CONSULTANT shall be available through the term of this Agreement so as to promptly respond to all requests or requirements of SIEMENS, it being understood by CONSULTANT that time is of the essence in CONSULTANT's performance of the CONSULTANCY SERVICES under this Agreement.

- 1.4 Irrespective of the fact, that rendering CONSULTANCY-SERVICES as set forth in this Agreement is the sole responsibility and liability of the CONSULTANT, SIEMENS' personnel shall constantly be involved in the CONSULTANT'S work at all stages. Such SIEMENS personnel shall be given full opportunity to become familiar with the relevant aspects

of CONSULTANT's CONSULTANCY SERVICES and be directly involved in the preparation of the Deliverables as per Article 5 below.

Article 2 - Basis of this Agreement

2.1 This Agreement is concluded on the basis that:

- (a) with regard to the scope of work specified in Article 1 the CONSULTANT may not assign or subcontract any of its duties without the prior written consent of SIEMENS. However, the CONSULTANT may engage other contractors to assist the CONSULTANT in providing the CONSULTANCY SERVICES under this Agreement, provided, that the CONSULTANT obtains the prior written consent (such consent not to be unreasonably withheld) of SIEMENS. The CONSULTANT will be solely responsible for and pay the fees, and out-of-pocket expenses of the CONSULTANT's contractor, except where SIEMENS has initially asked the CONSULTANT to engage CONSULTANT's contractors, in which event SIEMENS shall be responsible for such fees and expenses, and provided, that the CONSULTANT has obtained SIEMENS' prior written approval of the terms of engagement of such CONSULTANT's contractors.
- (b) SIEMENS may engage such other consultants as may in SIEMENS opinion be required in connection with matters in relation to which the CONSULTANT is advising including technical consultants, legal consultants and accountants;

2.2 For rendering the CONSULTANCY-SERVICES the CONSULTANT has set up a project-team, which consists of experienced CONSULTANT's with broad expertise in the telecommunication business including the managerial, administrative and quality aspects. The CONSULTANT hereby represents and warrants that all consultants have international expertise and, in addition, all

consultants' have excellent communication skills and experience in client oriented projects with needs for organisational development.

The members of the team will not be changed without the prior written consent of SIEMENS which consent shall not be unreasonably withheld. Furthermore, the CONSULTANT will replace upon written request of SIEMENS at any time any member of the team.

2.3 The CONSULTANT represents and warrants that:

- (a) it is duly established and validly existing under the laws of its jurisdiction of incorporation and has full power, capacity and authority to conduct its business, and is lawfully qualified to do business in those jurisdictions in which such qualification is required;
- (b) it has full power and capacity to execute and perform this Agreement;
- (c) it has full power and capacity to undertake and perform the obligations assumed by it herein;
- (d) this Agreement has been duly authorised and executed by it and constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
- (e) the execution and performance of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, its statutes or articles of incorporation or laws or by-laws or any agreement or instrument by which it is bound or to which its properties are subject;
- (f) neither it nor any of its subsidiaries is involved in any legal, arbitration or administrative proceedings nor are any such proceedings pending against it or any of its subsidiaries which in either case have or may have a

material adverse effect on its ability to perform this Agreement, its financial position or on its and its subsidiaries' financial position taken as a whole;

- (g) all CONSULTANCY-SERVICES provided hereunder shall be performed in good faith and in a professional manner with due care and attention and in accordance with good CONSULTANT practice and standards and according to the latest technical standards;
- (h) it recognises the importance of this appointment and will commit the resources appropriate and necessary to the fulfillment of its obligations and will assign to it the priority necessary to meet the milestone schedule as per Article 5.1 below;
- (i) it will use all reasonable efforts to meet deadlines reasonably set by SIEMENS which deadlines shall be in addition to and shall in no way affect the milestone schedule as mentioned in Article 5.1 below;
- (j) it will promptly notify SIEMENS in writing of any potential or actual conflict of interest on its part of which it becomes aware.

Article 3 - Duties and obligations of the CONSULTANT

- 3.1 The CONSULTANCY-SERVICES shall be performed in a workmanlike and professional manner by the CONSULTANT or employees of the CONSULTANT having a level of skill in the area commensurate with the requirements of the Consulting Service to be performed and the applicable professional standards currently recognized by such profession.
- 3.2 SIEMENS and the CONSULTANT shall each nominate to the other Party in writing a project leader who is well experienced to give information

and support for the implementation and performance of this Agreement and who shall be in the position to take related decisions or to introduce them.

- 3.3 While performing the CONSULTANCY-SERVICES the CONSULTANT will maintain close contact with SIEMENS.

Additionally SIEMENS and the CONSULTANT agree to consult and, if necessary to meet with each other in order to resolve any ambiguities or differences concerning the CONSULTANCY-SERVICES.

Article 4 - Duties and obligations of SIEMENS

- 4.1 SIEMENS will upon request provide the CONSULTANT with the information necessary to render the CONSULTANCY SERVICES.

- 4.2 Furthermore SIEMENS will participate in the project-team as mentioned in Section 1.3 above, which means that SIEMENS will assist the CONSULTANT in the performance of the CONSULTANCY-SERVICES.

- 4.3 CONSULTANT is and shall remain at all times an independent contractor, and is not an employee, agent or representative of SIEMENS.

Further, CONSULTANT is not authorized to and shall not at any time attempt to act, or act on behalf of SIEMENS to bind SIEMENS in any manner whatsoever to any obligation whatsoever. Further, CONSULTANT shall not engage in any acts which may lead any person whomsoever to believe that CONSULTANT is a employee, agent or representative of SIEMENS. SIEMENS shall be promptly notified by CONSULTANT in writing of any misunderstanding by third parties as to CONSULTANT'S relationship with SIEMENS.

Article 5 - Prices, Discounts, Terms of Payment

5.1 The prices which CONSULTANT shall charge SIEMENS are as follows (in US\$ per hour):

| Expertise Level | [**] Engineers* | [**] Engineers* |
|-----------------|-----------------|-----------------|
| Technician | \$ [**] | \$ [**] |
| Associate | \$ [**] | \$ [**] |
| Design Engineer | \$ [**] | \$ [**] |
| Senior Engineer | \$ [**] | \$ [**] |
| Manager | \$ [**] | \$ [**] |

*means number of WFI-Engineers contracted simultaneously in the entirety of SIEMENS-projects

Per-site-prices for Turnkey-Projects may be mutually agreed on a per project basis.

The minimum Qualifications for the above Expertise Levels are the following:

Technician

- . Associate degree
- . Ability to gather measurement data
- . Drive test vehicles
- . Set up test equipment
- . Data Collection

Associate Engineer

- . B.S.E.E. degree
- . Basic understanding of system design
- . Ability to gather measurement data
- . Set up test transmitters
- . Basic understanding of system expansion
- . Understanding of traffic analysis
- . Ability to optimize site locations and parameters
- . Release search areas

Design Engineer

- . B.S.E.E. with 1-2 years experience
- . Propagation analysis
- . System design
- . Cell planning

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- . System optimization
- . Field survey and measurements
- . Parameter setting
- . Experience with PlanET, CeVCAD, QED, and Odyssey RI propagation software

Senior Engineer

- . B.S.E.E. or advanced technical degree with 3-5 years cellular or related experience
- . Capabilities of Associate Engineer through Senior Engineer plus:
- . Ability to manage team of engineers in Turnkey Engineering for system size up to 200 sites

Manager

- . Advanced degree with 5-10 years cellular or related experience.
- . Capabilities of Associate Engineer through Senior Engineer plus
- . Ability to manage team of engineers in Turnkey Engineering for large systems, up to 400 sites
- . Management experience leading technical teams
- . Proven track record meeting schedule and budget objectives
- . Operator experience
- . Spectrum sharing experience with ability to identify and prioritize microwave incumbents.

- 5.2 The foregoing amounts include all costs and expenses, including the daily allowance fees (per diem rate), incurred by CONSULTANT pursuant to this Agreement or as may be required or incurred on the performance of CONSULTANT's obligations under this Agreement; provided that the prior written consent of SIEMENS is secured in each instance and CONSULTANT provides to SIEMENS evidence and prove of payment.

For the cities/regions listed in APPENDIX 1, where the allowance fees substantially exceed the world wide average, a mark-up to the charges listed in (S)5.1 may be mutually agreed on a project-specific basis.

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SIEMENS agrees to reimburse CONSULTANT for any ordinary and reasonable costs and expenses incurred for traveling pursuant to the terms and conditions of this Agreement, in general limited to the following expenses:

| Item | Expenses |
|------------------------------|---------------------------------------|
| accommodation | Maximum: four star hotel |
| Airline ticket (per 3 month) | Coach Ticket |
| Rental cars | Will be provided by SIEMENS (project) |

5.3 Income, sales or any other duties or taxes levied on CONSULTANT by reason of any payments made by SIEMENS to CONSULTANT shall be the responsibility of and be borne by CONSULTANT.

Article 6 - Results of CONSULTANCY-SERVICES

6.1 All ideas, inventions, innovations, improvements, know-how, materials, works, writings, notes, reports, publications and information collected, assembled, conceived, authored, created, suggested, originated, developed, constructed, rendered or provided by the CONSULTANT as a result of or in the course of CONSULTANT's CONSULTANCY-SERVICES (hereinafter referred to as "Results") shall be the sole property of SIEMENS.

CONSULTANT expressly acknowledges that all copyrightable materials written, developed, produced, or which otherwise arise out of the CONSULTANCY-SERVICES performed by the CONSULTANT under this

Agreement shall be owned by SIEMENS. CONSULTANT hereby transfers and assigns to SIEMENS all right, title and interest in and to the same.

- 6.2 If and to the extent the Results make use of pre-existing information of the CONSULTANT including but not limited to any kind of intellectual property rights such as patents, patent applications or copyrights (hereinafter referred to as "Background Information"), the CONSULTANT herewith grants to SIEMENS the non-exclusive, perpetual, fully-paid up license to use and sublicense such Background Information in any way it wants.
- 6.3 Without limiting the effect of Sections 6.1 and 6.2 above, CONSULTANT shall be entitled to use the concepts of general application contained in the Results (but not those specifically applicable to the Project) for other projects and may produce and keep copies of the Results for archival purposes, subject to the CONSULTANTS confidentiality and other obligations hereunder.

Article 7 - Confidentiality

- 7.1 All information provided by SIEMENS to the CONSULTANT as well as any advice, data and information including but not limited to the Results developed by the CONSULTANT under this Agreement (hereinafter referred to as "Confidential Information") shall be treated by the CONSULTANT as confidential and shall not be disclosed by the CONSULTANT to a third party or published without the prior written consent of SIEMENS. CONSULTANT will limit the disclosure of Confidential Information to those of its employees who have a reasonable need to know that Confidential Information for the performance of this Agreement and who shall be bound to confidentiality by their employment agreements or otherwise.
- 7.2 The obligations as per Section 7.1 above shall not apply, however, to any information which:

- (a) CONSULTANT can demonstrate, is already in the public domain or becomes available to the public through no breach by CONSULTANT of this Agreement;
- (b) was rightfully in CONSULTANT'S possession without confidentiality obligation prior to receipt from SIEMENS as proved by CONSULTANT' written records;
- (c) can be proved to have been rightfully received by CONSULTANT from a third party without confidentiality obligation;
- (d) is independently developed by CONSULTANT as proved by its written records.
- (e) is required to be disclosed by law or the rules of any governmental organisation.

7.3 This Article 7 shall survive any termination or expiration of this Agreement.

Article 8 - Force Majeure

8.1 Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by force majeure such as, but not limited to, riots, civil commotion's, wars, strikes, lock-outs, hostilities between nations, governmental laws, orders or regulations, actions by the government or any agency thereof, storms, fires, sabotages, explosions or any other contingencies beyond the reasonable control of the respective Party (hereinafter referred to as "Force Majeure"). In such events, the affected Party shall immediately inform the other Party of such circumstances together with documents of proof and the performance of obligations hereunder shall be suspended during, but not longer

than, the period of existence of such cause and the period reasonably required to perform the obligations in such cases.

- 8.2 Should circumstances of Force Majeure uninterruptedly continue for a period of more than 3 months, then either Party has the right to forthwith terminate this Agreement by registered letter Upon notice of its intention to terminate the Agreement which notice has to be given not later than fourteen days prior to the intended date of termination of the Agreement. The Parties may also negotiate for a reasonable extension or adjustment of this Agreement.

Should the Agreement be terminated according to this Section 8.2 the CONSULTANT is entitled to the payment which has become due up and until the date of termination.

Article 9 - Term and Termination

- 9.1 This Agreement becomes effective with its execution by both Parties.
- 9.2 Either party shall have the right to terminate this Agreement by providing three calendar months notice to the other. Should the Agreement be terminated according to this Section 9.2 the CONSULTANT is entitled to the payment which has become due up and until the date of termination.

Article 10 - Substantive Law

All disputes shall be settled in accordance with the provisions of this Agreement and its Annexes and all other agreements regarding its performance, otherwise in accordance with the substantive law in force in the Federal Republic of Germany without reference to other laws. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

Article 11 - Arbitration

- 11.1 Any differences or disputes arising out of or in connection with this Agreement or out of or in connection with agreements regarding its performance, including any questions regarding the existence, validity or termination of this Agreement or agreements regarding its performance, during the term of this Agreement or thereafter shall be settled by an amicable effort on the part of both Parties hereto. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other Party in writing.
- 11.2 If an attempt at settlement has failed, the dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris (Rules) by three arbitrators appointed in accordance with the Rules.
- 11.3 The place of arbitration shall be Munchen, Federal Republic of Germany. The procedural law of this place shall apply where the Rules are silent.
- 11.4 The arbitral award shall be substantiated in writing. The arbitral tribunal shall also decide on the matter of costs of the arbitration.
- 11.5 The arbitration procedure shall be conducted in the English language.

Article 12 - Miscellaneous

- 12.1 All changes and amendments to this Agreement must be in writing to be valid. This requirement of written form can only be waived in writing.

12.2 Notices and communications between the CONSULTANT and SIEMENS shall be given in writing or by facsimile in the English language to the following addresses of the Parties or to such other address as the Party concerned may subsequently notify in writing to the other Party:

If to the CONSULTANT to: Wireless Facilities Inc.

 Kevin C. Ormsby
 Director Sales and Marketing
 9725 Scranton Road, Suite 140
 San Diego, CA 92121, USA
 Tel.: +1 (619) 824 2929 ext. 25
 Fax: +1 (619) 824 2928

If to SIEMENS to: SIEMENS Aktiengesellschaft
 Dr. Alfred Schorgg
 ON MN VN14
 Hofmannstrasse 51
 81359 Munchen, GERMANY
 Tel.: +49/89/722-44329
 Fax: +49/89/722-31304

12.3 Neither Party shall assign its rights nor delegate performance of its obligations under this Agreement to any third party without the prior written consent of the other Party and any attempted assignment without this consent shall be null and void.

12.4 Should individual provisions of this Agreement be legally ineffective or unfeasible for legal reasons then, unless the basic intentions of the Parties under this Agreement are substantially jeopardized, the validity of the remaining provisions of this Agreement shall not be affected thereby. In such a case the Parties shall come to an agreement approximating as closely as possible the arrangement originally envisaged in this Agreement.

* Confidential Treatment Requested

12.5 A waiver of any default by either Party of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provisions of this Agreement, but shall apply solely to the instances to which such waiver is granted.

In Witness Whereof, the Parties hereto have caused these presents to be executed in duplicate by the respective representatives thereunto duly authorized, on the dates below and shall keep one executed copy each.

San Diego,

Wireless Facilities Incorporated
/s/ Masood K. Tayebi
Masood K. Yayebi
President

Munchen,

Siemens Aktiengesellschaft
/s/ illegible signature
illegible

Appendix 1

List of cities/regions, where a additional mark-up concerning the charges listed in (S)5.1 may be mutually agreed on a per project basis:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

 Confidential Treatment Requested
 under 17 C.F.R(S) (S)200.80(b) (4)
 200.83 and 230.406

TRITON / WFI MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into effective as of January 19, 1998 (the "Effective Date") by and between TRITON PCS OPERATING COMPANY, L.L.C., a Delaware limited liability company (the "Company"), and Wireless Facilities Inc., a New York corporation that is in the process of reincorporating in Delaware ("Contractor") (collectively, the "Parties"). The Company desires to engage Contractor to perform the "Services," as defined below, and Contractor desires to provide the Services. Therefore, the parties agree as follows:

1. Services. The Company hereby engages Contractor as an independent

 contractor to provide the services set forth in Exhibit A hereto (the

 "Services").

2. Independent Contractor Relationship. Contractor shall act as an

 independent contractor to the Company, and nothing in this Agreement shall be deemed to create a relationship of employer-employee, principal-agent, partner, or joint venture between Contractor and the Company. Neither party has any authority to bind the other to any contract or agreement without the other's written permission. The Company has no power to supervise, give directions or otherwise regulate Contractor's operations, although the Company will be supervising the Contractor's personnel that Contractor is supplying pursuant to this Agreement. Notwithstanding the foregoing, the Company shall retain the right to request in writing upon fifteen (15) days' notice thereof that any employee of Contractor who does not have the requisite skills be removed from the job. No reasonable request of the Company shall be refused concerning the dismissal or reassignment of personnel in conformance with this section. Contractor shall be solely responsible for payment of compensation to Contractor's employees and for all of Contractor's federal, state and local payroll taxes, withholding, social security, and unemployment insurance. Neither party is an agent of the other party and neither has the authority to represent the other party as to any matters.

3. Term. The term of this Agreement shall begin on the Effective Date,

 and shall expire on the second (2nd) anniversary of the Effective Date (the "Initial Term"). The term shall automatically renew for eight (8) successive one (1) year periods, unless either party provides the other with written notice of its intent not to renew the term of this Agreement at least sixty (60) days prior to the expiration of the Initial Term or any renewal term. During the Initial Term and any renewal terms (collectively, the "Term"), in addition to the services described in Exhibit A, Contractor shall be the Company's

preferred radio frequency engineering vendor/provider and shall have a right of first refusal on all radio frequency engineering projects awarded by the Company or any affiliate or joint venture of the Company. In any event, the termination or expiration of the Term shall not reduce or terminate the Company's payment obligations for services provided to the date of termination or the Parties' confidentiality obligations under Section 9 of this Agreement. Upon termination of the Term, all physical property of the parties shall be returned to the proper party, including any cellular telephones or related equipment.

4. Early Termination. The Term may be terminated early:

4.1. Termination for Breach. By Company or Contractor, immediately

upon written notice of termination, in the event of a material breach of this Agreement by the other party, if such breach continues uncured for a period of [***]business days after receipt of written notice of such breach.

4.2. Termination for Insolvency. By Company or Contractor,

immediately upon written notice of termination by the other Party, in the event the other Party shall: (i) become insolvent; (ii) make an assignment for the benefit of creditors; (iii) file a voluntary bankruptcy petition; (iv) acquiesce to any involuntary bankruptcy petition; (v) be adjudicated bankrupt; or (vi) cease to do business (other than as a result of an acquisition or merger).

4.3. Return of Information. Upon termination of this Agreement, the

parties hereto shall, within thirty (30) days return all of the other party's information in written, graphic or tangible form relating to this Agreement. Notwithstanding the foregoing, upon the Company's payment for all Services provided through the date of termination, the Company shall be entitled to retain on a non-exclusive basis, any and all work product prepared or assembled by Contractor through the day of termination.

5. Payment. The Company shall pay Contractor for the Services performed

pursuant to this Agreement as specified in Exhibit B. The prices ("Prices") set forth in Exhibit B shall be fixed for each Site during the Term of the Agreement

unless a specific change is mutually agreed to by the Parties in writing. Contractor shall submit invoices for each payment due on a Site as set forth in Exhibit B. The Company agrees that the invoice amount is correct, conclusive

and binding unless the Company notifies Contractor in writing no later than fourteen (14) days following the invoice date that the Company disputes a particular item in an invoice. The Company's objection to a particular item in an invoice shall not reduce or delay the Company's obligations to pay the remaining portion of a particular invoice. To mitigate for the expenses and costs the parties reasonably anticipate will occur, any invoice that remains unpaid more than thirty-five (35) days after the invoice date shall automatically incur a late payment charge equal to [***] percent ([***]%) of the amount charged on the unpaid invoice, and the overdue amount owing on the invoice shall thereafter be assessed a finance charge equal to the lesser of: (i) [***] percent ([***]) per month, or (ii) the highest interest rate permitted by law. The Company shall pay all invoices within thirty (30) days from the date of the invoice without right of offset. Contractor shall not file any mechanics liens with respect to the Services prior to adjudication of any disputes between the parties.

6. Insurance. Contractor shall maintain comprehensive general liability

insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury or death, personal injury and property damage liability. Contractor shall name the Company as an additional insured on all applicable policies. Contractor shall promptly provide the Company with proof of such insurance as reasonably requested by the Company.

* Confidential Treatment Requested

7. Information Reporting. In order to track the progress of each site,

Company requires the Contractor to adhere to the following reporting methods:

7.1. Site Data Reporting. In addition to the Services in Exhibit A,

there are a number of data items that must be documented, communicated and stored by Contractor on behalf of the Company. Contractor will provide such additional information as reasonably required by the Company.

7.2. Schedule and Milestone Data Reporting. Contractor will maintain

an accurate and up to date schedule of its engineering activities in a format reasonably acceptable to the Company.

8. Indemnity. Each of Contractor and the Company agree to defend,

indemnify and hold harmless the other and all of their affiliates or subsidiaries companies, their officers, agents and employees from any all costs, damages, expenses, losses, claims, actions, suits, causes of action, judgments, and charges of every kind and nature whatsoever, including reasonable attorney's fees, which may in any manner arise out of or relate to the performance or non-performance of this Agreement, except as this obligation is limited by Section 11 (Remedies).

9. Protection of Confidential Information and Employees.

9.1. Confidentiality. Each Party, including its affiliates,

officers, directors, representatives and agents, shall hold confidential information received from the other party in confidence, shall use such information only for the purpose and in accordance with this Agreement, and shall not disclose such information to any third party without the prior express written approval of the disclosing party. All confidential information shall remain the property of the disclosing party and shall be returned on written request or upon termination of this Agreement. Confidential information shall not include information that: (i) is or becomes publicly known for no wrongful act, fault or negligence of the non-disclosing party; (ii) was known by the non-disclosing party prior to disclosure and the non-disclosing party was not under a duty of non-disclosure; (iii) was disclosed to the non-disclosing party by someone not a party to this agreement who was free of obligations of confidentiality to the disclosing party; (iv) is approved for release by written authorization of the disclosing party; (v) is publicly disclosed pursuant to a requirement or request of a governmental agency or where disclosure is required by operation of law; or (vi) is furnished to someone not a party to this Agreement by the disclosing party without a similar restriction on rights.

9.2. Employee Protection. During the Term and for a period lasting

[***] beyond the Term, neither Party shall directly or indirectly solicit for hire, contract with, retain, or employ anyone employed by the other Party during the Term.

10. Warranties.

10.1. No Violation. The Company and Contractor warrant that the

execution of this Agreement and their performance of their respective obligations hereunder does not now and will not in the future violate any agreement with any third party, or any obligation to any third party.

* Confidential Treatment Requested

10.2. Registration Requirements. Contractor warrants that Contractor

has complied with all applicable registration and licensing requirements to enable Contractor to act as an independent contractor under the terms of this Agreement.

11. Remedies. Upon the sending of written notice to the Company of

completion of an item set forth in Exhibit A, the Company shall have [***] days

(the "Warranty Period") to provide written notice to Contractor requiring Contractor to repair or remedy all defects solely caused by Contractor in completing the item. This shall be the Company's exclusive remedy. Failure of the Company to give timely notice during the Warranty Period shall be deemed a waiver of any right, claim, damages, injury or liability that the Company may have against Contractor. Contractor shall have up to [***] days at its election to repair or remedy the defects or else return to the Company the amount actually received by Contractor for that item.

11.1. Inapplicability. In no event shall Contractor's obligations

arise for any damage or defect to the extent it is caused or made worse by:

11.1.1. Negligence, improper maintenance or improper operation by anyone other than WFI or WFI's employees, agents or subcontractors; or

11.1.2. Failure by the Company or by anyone other than Contractor or Contractor's employees, agents or subcontractors to comply with the warranty requirements of manufacturers of equipment or other components; or

11.1.3. Failure by the Company to give notice to Contractor of any defects during the Warranty Period; or

11.1.4. Changes, alterations or additions made to the work by anyone other than Contractor; or

11.1.5. The failure of anyone other than Contractor to maintain the work properly; or

11.1.6. Loss or damage that the Company has not taken reasonable and timely action to minimize; or

11.1.7. Any defect in, caused by, or resulting from, materials or work supplied by anyone other than Contractor, its employees, agents or subcontractors; or

11.1.8. Normal wear and tear or normal deterioration; or

11.1.9. Loss or damage caused by, or resulting from, accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, or changes in the underground water table; or

11.1.10. Loss or damage caused by, or resulting from, seepage of water; or

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11.1.11. Bodily injury or damage to personal property.

11.2. Disclaimer of Warranties. Following the Warranty Period,

Contractor shall have no further obligations to the Company for the particular item. Except as specifically provided herein, CONTRACTOR DISCLAIMS ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.3. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED

HEREIN, CONTRACTOR SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. Notwithstanding anything in this Agreement to the contrary or elsewhere, in no event shall Contractor be liable in the aggregate for more than Contractor actually received from the Company under this Agreement.

12. Patents. Contractor represents and warrants that it is authorized to

use, install, or disclose materials, techniques, devices, or information as may be required to perform the Services required hereunder other than those supplied by the Company or other parties not affiliated with Contractor, and that all necessary royalties or license fees have been paid. Subject to this Agreement, Contractor shall save, defend, hold harmless, and indemnify the Company from any and all claims, suits and proceedings for the infringement of any patent, copyright, trade secret or other intellectual property rights arising from the performance of this Agreement.

13. Protection of Persons and Property.

13.1. Precautions. Contractor shall at all times take reasonable

precautions to protect the persons and property of others which may be on or adjacent to the site of performance of Contractor's obligations hereunder from damage, loss or injury resulting from performance under this Agreement by Contractor or any other party with whom Contractor may have subcontracted. Contractor shall not disturb or displace any protection installed by others. Subject to this Agreement, any property moved or damaged by Contractor during the course of performance of the work hereunder shall be returned or repaired by Contractor, at Contractor's expense, to the Company's reasonable satisfaction.

13.2. Notification of Injury or Damage. Contractor shall promptly

notify the Company upon learning of any injury, death, loss or damage to any persons, animals or property that is related to or occurs at the Services site during the performance of the Services, whether or not caused by or involving in any way, Contractor, its employees or agents.

14. Taxes. Contractor shall pay all taxes required by law in connection

with this Agreement, including, without limitation, sales, use, storage, and similar taxes, and shall secure, at Contractor's expense, all licenses and permits, pay all charges and fees, and give all notices necessary for the Contractor's performance of this Agreement and Contractor's furnishing of materials and shall provide evidence of such upon demand.

15. Entire Agreement. This Agreement contains the entire understanding of

the parties with respect to the subject matter hereof, and supersedes all prior
agreements and understandings between the parties.

16. Modifications. This Agreement may be modified only in writing

executed by both parties. Pre-printed terms and conditions that may be printed
on either side of a work order or similar communication shall not supersede the
terms of this Agreement.

17. Assignment. This Agreement may not be assigned except upon the

written consent of the non-assigning party, which consent may not be
unreasonably withheld; provided, however, that no consent shall be required for
the Company to assign any of its rights hereunder to any of its affiliates,
including, without limitation, AT&T and any of AT&T's affiliated entities, or to
any purchaser of substantially all of the Company's assets, if such affiliate or
purchaser has a net worth equal to or greater than the net worth of the Company
as of the date hereof and the Company remains liable. This Agreement shall be
binding upon the successors and assigns of the Parties.

18. Notices. All notices or other written communications required under

this Agreement shall be given personally or by certified mail to the parties at
the following addresses:

To the Company: Triton PCS Operating Company, L.L.C.
101 Lindenwood Drive, Suite 125
Malvern, PA 19355
Attn: The President

Copy To: Jay Goldstein, Esq.
Kleinebard, Bell & Brecker
1900 Market Street, Suite 700
Philadelphia, PA 19103

To Contractor: Wireless Facilities, Inc.
9725 Scranton Road, Suite 140
San Diego, CA 92121
Attn: Masood K. Tayebi, Ph.D., President

Copy To: William W. Eigner, Esq.
Procopio, Cory, Hargreaves & Savitch LLP
530 "B" Street, Suite 2100
San Diego, CA 92101

All notices shall be effective upon receipt if delivered personally, or
three (3) days following mailing.

19. Governing Law. This Agreement shall be governed by and construed

according to the internal laws of the State of Delaware without regard to
Delaware's choice-of-law provisions. Venue in any action brought with respect
to this Agreement by the Company shall be in state or federal courts in
Philadelphia, Pennsylvania, and each party consents to the

jurisdiction of those courts. Venue in any action brought with respect to this Agreement by Contractor shall be in federal or state court in Virginia, and each party consents to the jurisdiction of those courts.

20. Attorneys' Fees. In any legal action arising from or relating to this

Agreement, the substantially prevailing party (as determined by the court) shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (including, without limitation, expert witness fees), in addition to any other relief to which the prevailing party may be entitled.

21. Incorporation by Reference. The additional terms and conditions

contained in any exhibit or attachment are hereby incorporated into this Agreement.

22. Force Majeure. If the performance of any part of this Agreement,

except for payment obligations, by either party is delayed, rendered impossible by reason of natural disaster, acts of God, actions or decrees of governmental bodies or any other causes entirely beyond the control of the party whose performance is affected (hereinafter referred to as "Force Majeure Event"), the party who has been so affected shall immediately give written notice to the other party of the nature of any such conditions and the extent of delay and shall do everything possible to resume performance hereunder whenever such Force Majeure Event is removed or ceases. Upon receipt of such notice, performance of this Agreement, except for payment obligations, to the extent prevented by Force Majeure Event shall immediately be suspended. If the period of nonperformance exceeds ninety (90) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate the term of this Agreement.

23. Severability. If any provision in this Agreement is determined by

any court of competent jurisdiction or arbitrator to be invalid or unenforceable for any reasons, including without limitation by reason of such provision extending for too long a period or over too large a subject area, or by reason of its being too extensive in any other respect, such provision to the specified extent that it is unenforceable shall be interpreted to extend only over the maximum period of time or subject area, and to the maximum extent in all other respects, as to which it is valid and enforceable, thereby effectuating the parties' intent to the greatest extent possible. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Attorney Consultation. Each party has been informed of its right to

consult with its own attorney prior to signing this Agreement and has either done so or has considered the matter and has decided not to do so. As each party has had opportunity to consult independent legal counsel, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, each of

which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Effective Date. Notwithstanding anything herein to the contrary, the

Company shall have the right to terminate the term of this Agreement upon
written notice to Contractor if the Company has not acquired the PCS License for
the Virginia and South Carolina trading areas from AT&T provided, however, that

if the Company fails to obtain such PCS Licenses for the Service Area from AT&T,
then the Company shall pay to Contractor all professional fees and out-of-pocket
expenses incurred by Contractor, in accordance with the payment terms under
Section 5, prior to Contractor's receipt of notification from the Company of the
Company's failure to obtain the PCS Licenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
Effective Date.

TRITON PCS OPERATING COMPANY, L.L.C.,
a Delaware limited liability
company

WIRELESS FACILITIES, INC.,
a New York corporation (currently
reincorporating in Delaware)

By: Triton Management Company, Inc.,
its Manager

By: /s/ Masood Tayebi

Name: Masood Tayebi, Ph.D.

Title: President

By: /s/ Clyde Smith

Name: Clyde Smith

Title: Executive Vice President
and CTO

SERVICES

RF Engineering Scope Of Work

A. Preliminary Design

1. Definition: Coverage will be defined by the Company, and agreed upon by Contractor, including coverage objectives and environment (urban, suburban, rural), in-building and in-car penetration criteria, link budget and the overall launch area. Design criteria will also include grade of service (blocking objective) as well as estimated subscriber usage levels.

2. Contractor Scope

Procedure: Contractor will perform propagation model optimization drive testing before issuing the Preliminary Design. The sites will be identified in communication with the site acquisition contractor to allow for simultaneous model optimization and site evaluation. The following minimum number of sites will be drive tested for each category:

| | |
|---------------------|------------------------|
| Urban | *** |
| Suburban | *** |
| Rural (w/foilage) | *** |
| Rural (w/o foliage) | *** (where applicable) |

Contractor will identify slope and intercept and determine standard deviation on the error between measurement and preparation model optimization. An effort will be made to keep this error in the 8dB range for determination of optimal slope and intercept.

Search rings will be issued based on study of existing structures, friendly sites, co-locations and zoning criteria in order to minimize site acquisition cost and timeline. An initial study of the existing structures and land will be performed with site acquisition.

Deliverable: Search rings will have a cover letter listing map name, site ID, latitude, longitude, minimum and maximum radiation center site name, target AGL (above ground level). Search rings will be released on copies of USGS 7 1/2 minute quad maps. Search ring information may change according to acquisition request. Site coverage objectives will accompany the search ring. A map will also be issued identifying the surrounding site locations. Contractor will create an optimized model with zero mean error, slope and intercept for the four (4) site categories described above with associated

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standard deviation on the prediction error. Contractor will document results in the Preliminary Design report used for all subsequent propagation analyses.

Deliverable Time Line: The search ring package will be delivered after the Company has reviewed the design and approved the release of search rings.

B. Site Candidate Evaluation and Approval

Contractor will evaluate the candidate sites per search ring identified by the site acquisition contractor. The process is broken down as follows:

1. Site Survey

Definition: Visit each identified candidate for RF suitability. Determine antenna locations. Identify coverage limitations and comparison with any other candidates. The site survey will be performed with site acquisition and construction personnel.

Deliverable: The survey will consist of determining the suitability of the site, identification of desired antenna location, antenna orientation and justification of the site.

Deliverable Time Line: The engineers will survey each site within [***] of receiving the site candidate from site acquisition. A survey site report (documented site survey results) will be [documented] within [***] of the site visit.

2. Drive Testing

Definition: Upon the Company's approval of the survey, Contractor will initiate a drive test for the site. All necessary drive testing equipment will be provided by Contractor. Site access will be coordinated with site acquisition.

Procedure: Based on the RF coverage objective set forth in the Preliminary Design, Contractor may evaluate the site by drive testing (at least [***] of primary sites will be drive tested and upon the Company's request, up to [***] of that [***] will be drive tested using panel antennas). The drive testing shall be limited to one primary candidate per search ring as agreed upon by the Company and Contractor. The Company will reserve the right to require Contractor to conduct additional drive tests in a search ring as necessary at additional charge according to Contractor's normal published hourly rates then in effect. Contractor will verify and record antenna type, gain, transmitter power output, cable losses, EIRP and a picture of the antenna set up. The equipment used will be calibrated with a dB of accuracy. Contractor will coordinate the required test frequency with a contractor selected by the Company. The frequencies will be approved by the Company.

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Deliverable Time Line: Drive test will be completed within [***] of determination of preliminary site by the Company. The drive test report will be completed within [***]of drive test completion.

A final site evaluation (approval/rejection) will be issued based on site visit, drive testing and site availability. If the primary site is rejected, Contractor will select another candidate site at the Company's cost according to Contractor's normal published hourly rates then in effect for drive testing and evaluation. Any candidate finally approved by Contractor and the Company will be referred to as an RF Approved Site.

3. Detailed Site Design

Definition: Antenna type, frequency planning, downtilts, interference reduction, orientation and location will be identified on the site sketch provided by the A&E firm approved by the Company. Necessary prediction/measurement data analyses will be performed by Contractor to optimally configure the antenna placement on all the RF Approved Sites.

Procedure: All zoning construction drawings prepared by the A&E firm will be signed off by the Contractor for the purpose of verifying that the RF coverage objectives are met. Contractor will verify the antenna height, placement, orientation, downlift and type. Site configuration will be determined (omni/sector, equipment type) based on forecasted traffic usage. Contractor will not provide FAA analyses but will be required to provide the Company with the information reasonably necessary for such filings for FCC and FAA filings.

Deliverable: Contractor will provide the Company with detailed site design in accordance with procedure above subject to the Company's approval ("Detailed Site Design").

Deliverable Time Line: Detailed Site Design will be completed within [***] after site sketch is provided to Contractor.

4. Design Review

Definition: The objective of design review ("Design Review") is to verify that all the desired strategic coverage areas are covered in the Detailed Site Design and to compare the predicted and actual design cell count. The design cell count will be based on an optimized propagation model determined by Contractor.

Procedure: An optimized propagation model will be used to develop a system coverage analysis. The Preliminary Design will be compared with the Detailed Site Design to determine any changes in the design cell count. Measurement data from the drive test will be used primarily to determine the

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design cell count, and the propagation model will be used for all the remaining sites. Contractor will perform a capacity analysis to ensure that all cells have adequate capacity to meet the forecasted demand determined by the Company and Contractor after final site approval and before frequency planning.

Deliverable: A system wide coverage plot will be produced to determine the coverage performance and design cell count. Prediction plots will be used in place of measured data if a Detailed Site Design has not been approved by the Company. Contractor will generate a report documenting the coverage performance and the cell count comparison between the Design Review and Preliminary Design.

Deliverable Time Line: [***] design review reports will be developed by Contractor after completion of [***] of the Detailed Site Design has been approved by the Company for all sites (each a "Design Review Report").

5. Traffic Engineering

Definition: Contractor will develop a capacity forecast based on the Company provided demand parameters. Contractor will identify forecasted channel, capacity and site configuration requirements.

Procedure: Based on the Company provided market segmentation (% mobile, residential, business, etc.), penetration and subscriber usage pattern (mou/sub,mE/sub) a [***] year capacity analysis forecast will be developed to determine site configuration (omni/sector), number of RF channels and carriers, and capacity cell addition. This analysis will be performed on a per sector basis during the Detailed Site Design procedure. Contractor is required to meet AT&T standards for the percentage of blocking, which requirements will be provided by the Company.

Deliverable: This information will be provided in each Design Review Report identifying the following: number of channels and erlangs per sector, cell configuration, capacity cells.

6. Build Verification

Definition: Verification of site build and antenna placement determining whether site is built according to the Contractor's specifications.

Procedure: Contractor will verify that sites are built with correct antenna placement and orientation. Installation accuracy will be reviewed in relation to construction specifications based on antenna and cable run sweeps.

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Deliverable: Build verification check sheet will be completed and provided to the Company. The Company will authorize any modification of the Work, which will be verified by Contractor.

Deliverable Time Line: Check sheet completed within [***] of request for verification by the Company.

C. Optimization

System optimization support will be provided by RF using Contractor provided optimization tools (primarily using items from Ericsson). The optimization is divided into the following sub-tasks:

1. Site Specific Optimization

Definition: Site specific parameters will be recommended by Contractor and Contractor will put in specific format of Ericsson for switchloading.

Procedure: As the sites are integrated into the network, Contractor will set the parameters, test the site for coverage and hand-offs, and verify the link balance. Any software parameter changes will be implemented by the Company and verified by Contractor and any RF configuration changes will be recommended to the Company. Contractor will test the features and originate and terminate a call per sector.

Deliverables: All information regarding a particular site will be recorded and presented to the Company.

Deliverable Time Line: Within [***] after the site is in service and available for testing.

2. Network Verification Drive

Definition: Network-wide drive test to establish performance benchmarks.

Procedure: A network wide drive test will be performed by Contractor. This will provide the data required to establish the network coverage and quality statistics and to identify any marginal service areas. System performance benchmarks will then be established as a result of the tests.

Deliverables: A system wide performance report will be developed by Contractor identifying areas of poor coverage, interference, incorrect site parameters, and an action plan to correct these performance deficiencies within [***] after the network-wide drive test is completed.

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3. Pre-launch Optimization Process

Pre-Launch optimization will be carried out by Contractor to verify the correct operation of the network, identifying the coverage area of each site, validating parameters and neighbors, and documenting performance benchmarks that meet the specified grade of service. It provides vital data for the post-launch optimization engineers who may implement RF configuration changes to improve the overall coverage of the network, and who change software parameters to maintain the integrity of the system as the traffic load increases. The documentation produced in the process shall accurately reflect the network performance statistics. The percentage of dropped calls will meet AT&T standards.

4. FAA

The Contractor will provide all reasonably necessary information to the Company approved airspace analysis contractor. Contractor will not be responsible for filing FAA forms.

5. FCC

RF will furnish to the Company all reasonably necessary information required for PCIA and FCC filings as requested in writing by the Company. Contractor will not be responsible for filing FCC forms.

6. Zoning Support

Contractor will provide technical support, as reasonably necessary to support land use planning, jurisdictional hearings and zoning functions. This may consist of providing plots from drive testing, and the propagation model or written justifications defending an application for a variance. Contractor agrees to provide expert testimony as required for zoning hearings at its published hourly rates.

Exhibit B

PRICES

B.1 Price Per Site. This Agreement calls for the Company to pay for each

cell site (each, a "Site") on a fixed price basis of [***] Dollars (\$[***]) per
Site. If Contractor does not license hardware or software to the Company upon
completion of a Site, the price per Site shall be [***] Dollars (\$[***]).
Contractor is hiring and relocating engineers and making commitment to them and
to others based on these representations.

B.2 Schedule Of Payments. Subject to Section 5 of this Agreement, the

Company shall pay the Prices to Contractor for each Site in [***] equal
installments of [***] Dollars (\$[***]) each due and payable upon the following
events:

- B.2.1 [***]
- B.2.2 [***]
- B.2.3 [***]
- B.2.4 [***]

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B.3 Incomplete Sites. If work is halted on a particular Site due to

change of plan or another reason not caused by Contractor, the Company shall pay Contractor on a pro-rata basis under which Contractor shall be paid in full for completed benchmarks and in part for incomplete benchmarks.

B.4 Additional Services. If the Company requests Contractor to provide

additional RF Engineering or other services not specifically delineated in this Agreement during the Term, the Contractor shall pay for those services consistent with Section 5 of this Agreement, at Contractor's standard hourly billing rates then in effect. For 1997, Contractor's standard hourly rates are as follows: [***] Dollars (\$ [***) per hour for Associate Engineers, [***] Dollars (\$ [***) per hour for Design Engineers, [***] Dollars (\$ [***) per hour for Senior Engineers, and [***] Dollars (\$ [***) per hour for Project Managers.

B.5 Expenses. The Prices for a Site include compensation for the

following expenses:

B.5.1 [***]
B.5.2 [***]
B.5.3 [***]
B.5.4 [***]
B.5.5 [***]
B.5.6 [***]
B.5.7 [***]
B.5.8 [***]
B.5.9 [***]
B.5.10 [***]
B.5.11 [***]
B.5.12 [***]
B.5.13; and [***]
B.5.14 [***]

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All other expenses not explicitly listed in Section B.5 shall be borne by the Company, including but not limited to [***].

B-3

TRITON PCS OPERATING COMPANY LLC
375 Technology Drive
Malvern, PA 19355

October 19, 1998

Wireless Facilities, Inc.
9725 Scranton Road, Suite 140
San Diego, CA 92121

Ladies and Gentlemen:

We refer to the Master Services Agreement dated as of January 19, 1998 (the "Agreement") between Triton PCS Operating Company L.L.C. ("Triton") and Wireless Facilities, Inc. ("WFI"). Capitalized terms not otherwise defined in this Letter Agreement have the same meanings as specified in the Agreement.

Triton and WFI hereby agree that, effective as of the date of this Letter Agreement, the Agreement is amended by replacing Exhibit B attached thereto with Exhibit 1 attached hereto. The Prices set forth on Exhibit 1 shall apply only to search rings issued before the date of this Letter Agreement. The Prices set forth on Exhibit B shall apply to search rings issued before the date of this Letter Amendment.

Except for the foregoing change, all other terms and conditions of the Agreement shall remain the same and continue in full force and effect, and the Agreement, as amended hereby, shall constitute the legally valid and binding obligation (to the extent specifically provided therein and herein) of the parties hereto enforceable in accordance with its terms. If WFI agrees to the terms and conditions hereof, please evidence such agreement by having an authorized signatory execute this letter where indicated below and return a copy to us at the address set forth above.

Very truly yours,
TRITON PCS OPERATING COMPANY L.L.C.,
By: Triton Management Company, Inc.
its Manager

By: /s/ Clyde Smith

Name: Clyde Smith
Title: Executive Vice President

AGREED TO AND ACCEPTED AS
OF THE DATE FIRST ABOVE WRITTEN BY:

WIRELESS FACILITIES, INC.

By: /s/ Masood K. Tayebi

Name: Masood K. Tayebi
Title: President

Exhibit 1

PRICES

B.1 Price Per Site. This Agreement calls for the Company to pay for each

cell site (each, a "Site") on a fixed price basis of [***] Dollars (\$[***]) per Site. If Contractor does not license hardware or software to the Company upon completion of a Site, the price per Site shall be [***] Dollars (\$[***]). Contractor is hiring and relocating engineers and making commitment to them and to others based on these representations.

B.2 Schedule Of Payments. Subject to Section 5 of this Agreement, the

Company shall pay the Prices to Contractor for each Site in [***] installments in the following amounts, due and payable upon the following events (each, a "Benchmark"):

- B.2.1 [***]
- B.2.2 [***]
- B.2.3 [***]
- B.2.4 [***]

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B.3 Incomplete Sites. If work is halted on a particular Site due to

change of plan or another reason not caused by Contractor, the Company shall pay Contractor on a pro-rata basis under which Contractor shall be paid in full for completed benchmarks and in part for incomplete benchmarks.

B.4 Additional Services. If the Company requests Contractor to provide

additional RF Engineering or other services not specifically delineated in this Agreement during the Term, the Company shall pay for those services consistent with Section 5 of this Agreement, at Contractor's standard hourly billing rates then in effect. For 1998-1999, Contractor's standard hourly rates are as follows: [***] Dollars (\$ [***]) per hour for Associate Engineers, [***] Dollars (\$ [***]) per hour for Design Engineers, [***] Dollars (\$ [***]) per hour for Senior Engineers, and [***] Dollars (\$ [***]) per hour for Project Managers.

B.5 Expenses. The Prices for a Site include compensation for the

following expenses:

B.5.1 [***]
B.5.2 [***]
B.5.3 [***]
B.5.4 [***]
B.5.5 [***]
B.5.6 [***]
B.5.7 [***]
B.5.8 [***]
B.5.9 [***]
B.5.10 [***]
B.5.11 [***]
B.5.12 [***]
B.5.13; and [***]
B.5.14 [***]

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TRITON PCS OPERATING COMPANY LLC
375 Technology Drive
Malvern, PA 19355
November 2, 1998

Wireless Facilities, Inc.
9725 Scranton Road, Suite 140
San Diego, CA 92121

Ladies and Gentlemen:

We refer to the Master Services Agreement dated as of January 19, 1998, as amended by the Letter Amendment dated October 19, 1998 (as so amended, the "Agreement") between Triton PCS Operating Company L.L.C. ("Triton") and Wireless Facilities, Inc. ("WFI"). Capitalized terms not otherwise defined in this Letter Agreement have the same meanings as specified in the Agreement.

Triton and WFI hereby agree that, effective as of the date of this Letter Amendment, the Agreement is amended as set forth below:

1. Exhibit A to the Agreement is amended by adding thereto to the following Section D:

D. Maintenance of RF Network Performance ("Maintenance Services")

After completion of the Build Verification and Optimization Milestone, the Contractor will provide the services set forth below with respect to each launched site. In addition, so long as Contractor performs Maintenance Services under this Agreement, Contractor will maintain where currently located the seven (7) Planet Stations that are currently deployed in Company regions.

1. Dropped call rate analysis per sector. Dropped calls will be categorized due to signal strength, bad quality, timing advancement, etc.
2. Handover attempts
3. Handover failure and success (Ratios, etc.)
4. Call attempt (Completion and Failure)
5. Call Setup completion rate
6. Traffic Channel utilization rate
7. Busy hour traffic analysis per sector
8. Network footprint drive test
9. Network quality drive test
10. Frequency planning
11. Network parameter setting
12. Antenna orientation and down-tilt setting
13. Network trouble shooting
14. Competitor footprint test (Twice each year per region)

15. Current 10 worst performance lists of sites per BTA and brief description as to the possible cause of the poor performance and recommended solution
16. Handle all RF related trouble tickets
17. Work with Triton Corporation to evaluate new phones as needed
18. Update frequency plan, neighbor list and all RF parameters on an ongoing basis
19. Daily statistical report to Triton Management, including historical data and

trends, weekly and monthly averages
20. Investigate and resolve all RF related problems

2. Exhibit B to the Agreement is amended by adding thereto to the following Section B.6:

B.6. Maintenance of RF Network Performance

B.6.1 Contractor will be paid a fee of [***] per sit, per month, for the performance of the Maintenance Services set forth in Section D of Exhibit A.

B.6.2 The fee for the Maintenance Services includes compensation for the following expenses:

[***]

Except for the foregoing changes, all other terms and conditions of the Agreement shall remain the same and continue in full force and effect, and the Agreement, as amended hereby, shall constitute the legally valid and binding obligation (to the extent specifically provided therein and herein) of the parties hereto enforceable in accordance with its terms. If WFI agrees to the terms and conditions hereof, please evidence such agreement by having an authorized signatory execute this letter where indicated below and return a copy to us at the address set forth above.

Very truly yours,
TRITON PCS OPERATING COMPANY L.L.C.
By: Triton Management Company, Inc.
its Manager

By: /s/ Clyde Smith

Name: Clyde Smith

Title: Executive Vice President

AGREED TO AND ACCEPTED AS
OF THE DATE FIRST ABOVE WRITTEN BY:

WIRELESS FACILITIES, INC.

By:/s/ Masood K. Tayebi

Name: Masood K. Tayebi
Title: President

* Confidential Treatment Requested

April 20, 1999

Mr. Shekhar Deshpande
Vice President
Triton PCS Operating Company, L.L.C.
375 Technology Drive
Malvern, PA 19355

Re: Letter Amendment Number 3 to Master Services Agreement dated 1/19/98

Dear Mr. Deshpande:

We refer to the Master Services Agreement dated as of January 19, 1998, as amended by the Letter Amendment dated October 19, 1998 and November 2, 1998 (as so amended, the "Agreement") between Triton PCS Operating Company, L.L.C. ("Triton") and Wireless Facilities, Inc. ("WFI"). Capitalized terms not otherwise defined in this letter amendment have the same meanings as specified in the Agreement.

Triton and WFI hereby agree that effective as of the date of this letter amendment, the Agreement is amended as set forth below:

1. Exhibit A to the Agreement is amended by adding the following Section E:

E. Fixed Network and Customer Care Engineering Support Services

- a. Services: WFI will perform fixed network and customer care engineering services as directed by Triton including working with the customer care center to define areas for improvement in engineering and operations and working to resolve such issues.
- b. Service Fee: WFI will provide engineers to Triton to perform fixed network design services at the hourly rates for additional services as set forth in Exhibit 1 of the amended Agreement.
- c. Expenses: Travel and other expenses shall be passed through to Triton with an administrative markup of [***]%.

- d. Invoicing: WFI will invoice Triton on a monthly basis for hours worked and expenses incurred during the previous month.

*Confidential Treatment Requested

e. Staff Assignment: WFI, will identify, based on Triton's requirements, appropriate staff and corresponding classifications on a per project basis. WFI will present this information to Triton for review and approval.

Except for the foregoing change, all other terms and conditions of the Agreement shall remain the same and continue in full force and effect, and the Agreement, as amended hereby, shall constitute the legally valid and binding obligation (to the extent specifically provided therein and herein) of the parties hereto enforceable in accordance with its terms. If Triton agrees to the terms and conditions hereof, please evidence such agreement by having an authorized signatory execute this letter where indicated below and return a copy to us at the address set forth above.

Sincerely,

WIRELESS FACILITIES, INC.

By: /s/ Dee Aliphanah

Name: Dee Aliphanah
Title: Vice President

AGREED TO AND ACCEPTED
AS OF THE DATE FIRST ABOVE
WRITTEN BY:

TRITON PCS OPERATING COMPANY L.L.C.

By: /s/ Shekhar Deshpande

Name: Shekhar Deshpande
Title: Vice President

MICROWAVE RELOCATION SERVICES AGREEMENT

THIS MICROWAVE RELOCATION SERVICES AGREEMENT (the "Agreement") is entered into as of February 11, 1998 (the "Effective Date") by and between Triton PCS Operating Company, L.L.C., a Delaware limited liability company ("Triton") and Entel Technologies, Inc., a Delaware corporation ("Entel") (Triton and Entel are each hereinafter referred to individually as a "Party" or collectively as "Parties").

1. Description of Services. In accordance with and subject to the terms and ----- conditions of this Agreement, Entel hereby agrees to provide Triton with the microwave clearing services (the "Services") described in Exhibit I hereto (the "Scope of Services") as assigned pursuant to a fully executed work order (W.O.) similar in form to the W.O. set forth in Exhibit III hereto.
2. Term of Agreement. The term of this Agreement shall be fifteen (15) ----- months from the Effective Date unless otherwise terminated in accordance with this Agreement. The term of this Agreement will automatically renew for an additional term of one (1) year unless either Party communicates, in writing, thirty (30) days prior to expiration of the initial term, to the other Party, its intent not to renew the Agreement.
3. Non Exclusivity. Each Party shall be free to enter into any other contracts ----- or agreements, similar or dissimilar, with any other person or entity.
4. Assignment of Work. Triton shall assign work to Entel by issuing a W.O. ----- similar to the form set forth in Exhibit III hereto. Each W.O. shall describe the Services to be performed. W.O. number 1 and number 2 have been fully executed by the Parties and copies are attached hereto as Attachment II and III.
5. Acceptance of Work. Entel shall manifest its acceptance of assigned work by ----- executing the W.O. within [***] of receipt of the W.O. from Triton.
6. Compensation. The pricing for the Services, as previously agreed to by both ----- Parties, is set forth in Exhibit II hereto.
7. Invoices and Payments. Entel shall invoice Triton according to the ----- timeframes set forth in Exhibit II. Invoices shall be due and payable by Triton within thirty (30) days of the date of receipt by Triton. Triton shall review the invoices and notify Entel in writing within thirty (30) days of receipt of the invoice of any objection or question Triton may have in connection with the invoice. If any items are disputed, only the disputed items may be withheld from payment. The remaining undisputed portion of the invoice shall be paid in accordance with the terms of this Agreement.
8. Taxes. All taxes and similar assessments, levies and government imposed ----- obligations with respect to income derived from Entel's performance of Services hereunder shall be the obligation of and be paid by Entel. Triton shall pay any other applicable taxes.
9. Breach and Termination. -----
 - A. Breach. For purposes of this Agreement, Breach shall mean the ----- following:
 1. Breach by Triton. Triton's failure to timely pay service fees or ----- reimbursable expenses in accordance with the procedures set forth in this Agreement.
 2. Breach by Entel. Entel's failure to provide timely or quality ----- Services as required by the terms of this Agreement. The quality of Entel's services shall be evaluated in good faith based on the industry standard of quality for consulting services of the same or similar nature.

* Confidential treatment requested.

B. Termination for Breach, Cure Period. The non-breaching Party shall

provide the breaching Party fifteen (15) days, after receipt of a written termination notice setting forth the nature of the Breach, to cure such breach provided however that Triton, subsequent to providing [***] cure notices to Entel within a [***] period, which period shall commence on the Effective Date hereof, shall be entitled to terminate the Agreement without providing notice to Entel. When written notice of a breach is required hereunder, the applicable remedy for such breach shall be unavailable until the passage of such cure period.

C. Termination in Event of Default. Either Party may terminate this

Agreement upon written notice to the other Party under any of the following circumstances, each of which shall constitute an Event of Default: (i) the other Party makes an assignment for the benefit of creditors (other than solely as an assignment of moneys due); (ii) the other Party becomes unable to pay its debts as they become due, unless assurance satisfactory to the terminating Party is provided within thirty (30) days of receipt of its notice of termination hereunder; or (iii) the other Party becomes the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless such proceeding is dismissed or withdrawn within forty-five (45) days of the non-defaulting Party's receipt of the defaulting Party's notice of termination hereunder.

D. Procedure Upon Expiration or Termination. Upon the expiration or

termination of this Agreement, Entel shall promptly return to Triton, or destroy, as Triton may direct, all of Triton's property in Entel's possession. Entel shall be entitled to payment for Services rendered and for reimbursable expenses related thereto incurred prior to the effective date of termination, as Entel shall set forth in its final invoice to Triton. Triton shall pay Entel the pro rata portion of the service fee that is represented by the portion of Services rendered prior to the effective date of the termination. Each Party shall provide to the other such reasonable assistance as may be necessary for the orderly continuation of the other Party's business.

10. Indemnification

A. Except as a result of Entel's gross negligence or willful misconduct, Triton agrees to defend and indemnify Entel for and hold it harmless from any and all claims, actions, damages, or other liabilities (including reasonable attorneys' fees) incurred by Entel as the result of any act, error, omission, non-performance by negligence, or wrongful act of Triton arising directly out of the performance of this Agreement.

B. Except as a result of Triton's gross negligence or willful misconduct, Entel agrees to defend and indemnify Triton for and hold it harmless from any and all claims, actions, damages, or other liabilities (including reasonable attorneys' fees) incurred by Triton as the result of any act, error, omission, non-performance by negligence, or wrongful act of Entel arising directly out of the performance of this Agreement.

11. Insurance. Entel shall maintain: Commercial General Liability coverage in

an amount of not less than \$1,000,000 per occurrence for bodily injury or death, personal injury, and property damage liability; and for all motor vehicles used by employees during the course of this Agreement, liability and property damage insurance in the amount of \$1,000,000. Entel agrees to name Triton as additional insured under the above coverages. Entel will secure and maintain all insurance required by law, for its employees, during the term of this Agreement. All subcontractors or other agents hired by Entel under the terms of this Agreement must adhere to the conditions contained in this paragraph, which shall be paid by subcontractor, and Entel shall provide Triton with a copy of said insurance. Entel shall provide Triton with evidence of such insurance prior to commencement of work under this contract and as otherwise reasonably requested by Triton.

12. Confidentially. In order to permit Entel to perform its obligations

hereunder, Triton may from time to time disclose to Entel confidential or proprietary information of Triton ("Confidential Information"). Entel shall use all Confidential Information solely for the purpose of performing its obligations to Triton under this Agreement, and shall keep confidential and not disclose to any other person, other than employees or agents of Entel who agree to be bound by an equivalent undertaking, any Confidential Information. The foregoing restrictions shall not apply to any Confidential Information:

- i. which is made public by Triton or which otherwise is or hereafter becomes part of the public domain through no wrongful act, fault, or negligence on the part of Entel;
- ii. which Entel can reasonably demonstrate is already in Entel's possession and not subject to an existing agreement of confidentiality;
- iii. which is received from a third party without restriction and without breach of an agreement with Triton;
- iv. which is independently developed by Entel as evidenced by its records; or
- v. which Entel is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision hereof; provided, however, that, to the extent that it may lawfully do so, Entel shall first have given notice to Triton and given Triton a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

13. Independent Contractor. Entel is and shall act as an independent contractor

in the performance of its obligations under this Agreement. Entel shall exercise full control of and supervision over its employees. Entel's personnel performing Services are agents, employees or subcontractors of Entel and are not employees or agents of Triton. Entel will be solely liable for all matters relating to compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local laws, rules and regulations governing such matters.

14. Prohibition of Solicitation. During the term of this Agreement, neither

party shall solicit nor accept for employment any employees of the other party without the express written consent of the other party.

15. Force Majeure. Neither Party shall be liable for any delay or failure in

performing its obligations hereunder that is due to circumstances beyond such Party's reasonable control, including, but not limited to, acts of God, civil unrest, riots, war, fire, floods, explosions and strikes or other concerted acts of labor, provided that such circumstances were not reasonably foreseeable by such Party and, by the exercise of commercial due diligence, could not have been prevented or overcome by such Party. Upon the occurrence of a force majeure condition, the Party whose performance is affected shall give written notice to the other Party describing the affected performance. The parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact of the condition on both parties. The parties agree that the Party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the force majeure condition and recommence the affected performance. In the event that the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall negotiate an equitable modification to this Agreement with respect to the affected performance. If the parties are unable to agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either Party shall be entitled to serve thirty (30) days notice of termination on the other Party with respect to only the affected performance. If the force majeure event for such affected performance continues upon the expiration of such thirty (30) day notice period the portion of this Agreement relating to the affected performance shall automatically terminate. The remaining portion of this Agreement that does not involve the affected performance shall continue in full force and effect.

16. Limitation of Liability. Entel's liability with respect to services

provided hereunder shall not exceed the amount paid to Entel under this Agreement.

17. Waivers and Amendments. Waiver by either Party of any default hereunder by -----
the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment or modification is to be enforced.
18. Governing Law; Consent to Jurisdiction and Venue. This Agreement shall be -----
construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding the conflict of laws provisions thereof.
19. Assignment to Third Parties. Triton may freely assign its rights and -----
obligations hereunder. Except as specifically permitted herein, Entel may not assign or transfer any right, interest, or obligation hereunder to any third party without the express written consent of Triton, such consent not to be unreasonably withheld or delayed; provided, however, Entel may freely -----
assign this Agreement to any affiliate of Entel upon written notice to Triton. An affiliate is defined herein as a corporation or other business organization that owns, controls, is controlled by, or is under common control with, a party. Any purported assignment in violation of this Section shall be void.
20. Severability. If any provision or any part of a provision of this Agreement -----
shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each Party shall be construed and enforced accordingly.
21. Survival. The terms, conditions and warranties contained in this Agreement -----
that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
22. Entire Agreement; Modifications. This Agreement, including the Exhibits -----
attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof as of the Effective Date with respect to the Services. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded by this Agreement. This Agreement may be modified only in a written document signed by both parties.
23. Headings; Construction. The headings of the Paragraphs of this Agreement -----
are inserted for convenience only and are not intended to affect its meaning or interpretation. Throughout this Agreement, the singular shall apply to the plural and the plural to the singular, unless the context clearly indicates otherwise.
24. Notices. Except as otherwise provided herein, all notices or other -----
communications to be given or that may be given by either Party to the other shall be deemed to have been duly given when made in writing and delivered in person or when deposited in the United States mail, postage prepaid, certified, return receipt requested or sent via facsimile with confirmation of receipt, and addressed as follows:

If to Entel:

Mr. Dee Alipanah, Vice President
Entel Technologies, Inc.
1110 N. Glebe Road, Suite 850
Arlington, VA 22201
Fax: (703) 812-8700

If to Triton:

Mr. Abbas Borghei
Triton PCS Operating Company, L.L.C.
101 Lindenwood Drive, Suite 125
Malvern, Pennsylvania 19355
Fax: (610) 993-2683

The notice addresses may be changed by written notice given by one Party to the other.

25. Exhibits. The following Exhibits and Attachment are attached hereto and -----
incorporated herein:

| | |
|----------------|--|
| Exhibit I: | Scope of Services for Spectrum Sharing and Microwave Relocation Services |
| Exhibit II: | Pricing and Pass Through Expenses for Spectrum Sharing Engineering and Microwave Relocation Services |
| Exhibit III: | Sample Work Order |
| Attachment I | List of Valid Paths Identified in Fast Start Report |
| Attachment II | Work Order Number 1 |
| Attachment III | Work Order Number 2 |

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

TRITON PCS OPERATING
COMPANY, L.L.C.
By: TRITON MANAGEMENT
COMPANY, INC., ITS MANAGER

ENTEL TECHNOLOGIES, INC.

/s/ Clyde Smith

Clyde Smith

/s/ John T. Vento

John T. Vento

Print Name

Print Name

Executive Vice President

President

Title

Title

Exhibit I
to
Microwave Relocation Services Agreement
Between Triton and Entel

Scope of Services

for

Spectrum Sharing and Microwave Relocation Services

Entel, utilizing the Comsearch IQ Clear spectrum sharing tool, procured and provided by Entel, will supply to Triton all labor, services, resources, and consultation necessary to perform the spectrum sharing study and analysis, drive test frequency selection, and prior coordination notices described below ("Spectrum Sharing Services"). Entel will also provide Triton with the Microwave Relocation Services described below.

1. Spectrum Sharing Study and Analysis

Entel will perform spectrum-sharing studies, as required by Triton, for the selected frequency, in each assigned BTA. The studies will initially be based on the generic traffic cell based design, which will be modified subsequently to include RF design information provided by Triton. Entel will identify all paths that could be affected by Triton's proposed PCS systems, based on FCC guidelines on interference avoidance. Entel will perform multiple interference studies for each assigned frequency and BTA, as required, over the course of the design and buildout phases.

2. Drive Test Frequency Selection

On a continuous basis as frequencies are assigned, Entel will complete the spectrum sharing study and analysis and provide Triton with the required drive test frequencies for the assigned BTS locations (if a non-interfering frequency is available).

3. Prior Coordination Notices

Entel will prepare Prior Coordination Notices (PCN(s)), mail PCNs to incumbents and clearinghouses, and coordinate responses and objections to PCNs, as required. Typically one PCN mailing will be required for each BTA, unless considerable RF engineering design changes occur later in the pre-launch phase. As a result of RF design changes, additional PCN(s) will be performed as required.

4. Microwave Relocation Services

Phased Delivery of Services

Entel shall provide Triton with microwave relocation services (the "Services") as described below. The Services shall be delivered to Triton in three phases:

Phase I: Market Relocation Analysis

Phase II: Negotiations and Final Contract Execution

Phase III: Relocation Program Management

Phase I - Market Relocation Analysis

Entel will utilize the results of the spectrum sharing study and analysis and will perform the following steps as required to complete assessment of interfering paths/incumbents as identified in the spectrum sharing study and analysis.

A. Service Description

1. Review and Catalog Path Data. Review information from the

spectrum sharing study and analysis on a per market and per incumbent basis for both co-channel and adjacent channel paths. Information such as number of links, equipment and modulation type, capacity, site names and locations for each path will be logged for use during negotiations and relocation

program management.

3. Path Prioritization. Entel will develop technical parameters for

the interfering co and adjacent channel paths to establish
negotiation and relocation strategies and path priorities.
4. Review of Incumbent Data. Entel will review incumbent system data

on a per link basis and compare the information against FCC
database information to determine whether the incumbent is
operating on a primary status with a current license.
5. Path Status Verification and Initial Incumbent Assessment. Entel

will contact each incumbent to confirm database information,
verify path status, i.e. active, negotiated, or decommissioned.
If the incumbent has not entered into an agreement with another
PCS licensee, then Entel will assess the incumbent's willingness
to negotiate, identify strategic information, and discuss
preliminary relocation options.
6. Assessment of Previously Negotiated Paths. Entel will attempt to

obtain the terms and status of each relocation agreement entered
into between an incumbent and other PCS licensee(s). Entel will
attempt to obtain a copy of the agreement, provided that it is
not protected by a non-disclosure agreement. Entel will determine
whether the dates agreed upon in the relocation agreement meet
Triton's requirements.
7. Estimate Comparable Relocation Costs. Estimate relocation costs

on a per incumbent and per market basis for paths that are
determined to be active or co-channel paths that have been
negotiated and/or relocated. Information such as system type and
architecture, number of links required to be relocated, tower
heights and typical system usage will be used to develop the cost
estimates.
8. Route Mapping. Develop route maps on a per incumbent and per

market basis delineating co-channel and adjacent channel active
paths.

B. Deliverables

Entel will provide to Triton a written report containing the following
information:

1. Preliminary Analysis of Assigned BTAs:

 - a) Copies of FCC licenses for each identified path;
 - b) Comparable cost documentation for each active path or for
each co-channel paths which have been negotiated and/or
relocated;
 - c) Detailed budgetary cost analysis on a per BTA and frequency
basis;
 - d) Route maps; and
 - e) Frequency relocation contract templates.

A. Service Description

1. Introductory Mailing. Entel will identify the proper technical

and negotiation contact for each incumbent and send an introductory mailing packet containing general information on microwave relocation and specific information about Triton and its proposed course of action.
2. Negotiation Parameters. Entel will work with Triton to develop

negotiation parameters. These parameters should be established prior to the commencement of negotiations so that settlements may be negotiated expeditiously.
3. Development of Negotiation Strategies. Entel will work with

Triton to develop optimal negotiation strategies for each incumbent and market. These strategies will be based upon the size and location of each incumbent's network, considering whether the incumbent is present in multiple Triton markets, Triton's priorities and its willingness to provide various relocation alternatives.
4. Initiate Negotiations. Entel will negotiate with incumbent to

reach an agreement that conforms to Triton's relocation schedule and cost parameters.
5. Additional Negotiation and Finalization of Agreement for Amended

Relocation Dates. If a path has been negotiated by another PCS

licensee, but the relocation date(s) are unacceptable to Triton, then Entel will initiate negotiations with the incumbent, other PCS licensee(s) or both to alter the unacceptable relocation dates and bring them into conformity with Triton's relocation priorities.
6. Negotiation Strategy. Entel will re-assess negotiation parameters

and strategies as required based on discussions with incumbents, additional information obtained from incumbent meeting, and any modifications to Triton's deployment schedule.
7. Contract Templates. Triton's inside counsel shall review and

modify, as required, the contract templates that Entel provided to Triton. These pre-approved contract templates are essential for enabling Entel to conclude negotiations in an efficient and expedient manner.
8. Finalize Relocation Terms. Entel will provide the proposed

business terms to Triton for approval.
9. Finalize Relocation Agreement. Once Triton has approved the

business terms, Entel shall work with Triton's counsel to facilitate the negotiation and execution of the final relocation agreement between Triton and the incumbent.

B. Deliverables

Entel will provide Triton with the following deliverables:

1. Signed offer letter;
2. Executed frequency relocation agreement between incumbent and Triton;
3. Copies of any correspondence that Triton may request; and

4. Periodic reports detailing the status of each negotiation and summarizing the information obtained on each incumbent.

A. Service Description

1. Frequency Coordination. Entel will order frequency coordination.

If required, Entel will prepare the required FCC license applications for incumbent's signature and submit such applications to the FCC.

2. Detailed Relocation System Design. Entel will order engineering

services required to design and engineer the microwave path including path and site surveys and network system design.

3. Third Party Proposals. Entel will obtain and review third party

proposals for equipment and/or services, including but not limited to construction, installation, testing and training and other services required to implement the turnkey replacement and make a recommendation to Triton as to which proposal to accept.

4. Tower Stress and Foundation Analysis. Entel will order any

required tower and foundation analyses. Entel will coordinate and program manages the entire process.

5. Tower Options Analysis. Entel will review results of the tower

and/or foundation analysis and based on the recommendation made by the Supplier, determine most cost-effective option such as structural strengthening, replacement, or alternate courses of action.

6. Leased Facilities. In the event that an incumbent transfers its

operations to leased facilities and requests Triton's assistance in the transfer, Entel will coordinate the transfer of the facilities to alternate leased by the scheduled decommissioning date.

7. Relocation Plan. Entel will develop a relocation plan that sets

forth detailed relocation requirements including equipment procurement requirements, time line requirements, system performance requirements and detailed installation requirements. These detailed installation requirements will include testing, acceptance, and commissioning requirements.

8. Installation Feasibility Analysis. Entel, in coordination with a

third party equipment supplier and installer, will conduct an installation feasibility analysis in order to identify detailed installation requirements and to ensure that decommissioning objectives are met.

9. Installation Oversight. Entel will supervise the installation of

the replacement system to ensure that the old system is decommissioned on schedule and that the incumbent is satisfied with the installation of the replacement system.

10. Tower Modification Oversight. Entel will monitor third party

Suppliers' performance to ensure timely completion of their obligations.

11. Documentation Review. Entel will review "as-built" documentation

prepared by third party Suppliers, verify completion of third party supplier contractual requirements, and recommend to Triton to proceed with final payment based on acceptance criteria.

12. Incumbent Acceptance. Entel will obtain final incumbent

acceptance of equipment and facility installation. Entel will ensure incumbent's satisfaction that the contractual obligations by Triton and its subcontractors (if applicable) have been met.

13. Final Cost Documentation. Entel will provide Triton with a final

accounting of the costs incurred to perform the turnkey
relocation project.
14. Monitoring of Incumbent's Performance Obligations. For paths that

resulted in a cash transaction between Incumbent and Triton,
Entel will monitor incumbent to ensure compliance with
contractual obligations and report such status to Triton.
15. Decommissioning Notification. Entel will notify Triton of

completion of the relocation and provide Triton with copies of
FCC Forms 415 and/or FCC licenses indicating that the 2 GHz
frequencies have been removed and decommissioned.
16. Cost Sharing Support. Entel will provide support to Triton in

connection with the cost sharing process. If requested by Triton,
Entel will analyze cost sharing claims presented to Triton by PCS
relocators to determine whether the claims are reasonable based
on the specifics of the underlying system.

B. Deliverables

Entel will provide Triton the following deliverables on a per
incumbent basis:

1. Periodic reports containing the status on incumbent compliance
with the frequency relocation agreement including status on path
decommissioning.
2. Where applicable, Entel shall provide to Triton the following
information:
 - a) Test reports;
 - b) Procurement documentation
 - c) Project management reports;
 - d) Equipment test certification;
 - e) Photos, drawings and other information obtained from
site visits
 - f) Cut-over documentation; and
 - g) Equipment removal certification.
5. Entel shall provide Triton with copies of FCC Forms 415 or other
appropriate documentation for decommissioned paths.

Exhibit II
to
Microwave Relocation Services Agreement
Between Triton and Entel

Pricing and Pass Through Expenses for Spectrum Sharing Engineering

and

Microwave Relocation Services

1) Spectrum Sharing Engineering Services Pricing

a) Per Task Pricing

i) Spectrum Sharing Study and Analysis - Billed upon completion of

spectrum sharing study and analysis for each BTA.

(1) \$ [***] per BTA

ii) Drive Test Frequency Selection - Billed on a monthly basis.

(1) \$ [***] per frequency per cell site

iii) Prior Coordination Notices

(1) \$ [***] per mailing per BTA - Billed upon successful
expiration of PCNs per BTA.

2) Microwave Relocation Services Pricing

a) Per Task Pricing

i) Phase I - Market Relocation Analysis - Billed upon completion and

submission of a report for the assigned BTAs.

(1) \$ [***] per path for any path not listed in Attachment I
(2) \$ [***] per path for paths listed in Attachment I

ii) Phase II - Incumbent Negotiations and Final Contract Execution -

Billed upon completion of final contract execution by incumbent
and Triton.

(1) First path per incumbent: \$ [***]
(2) Each additional path per incumbent: \$ [***]

iii) Phase III - Relocation Program Management - Billed upon

incumbent's execution of the Certificate of Acceptance as set
forth in the Frequency Relocation Agreement.

(1) Turnkey Transaction

(a) First path per incumbent: \$ [***]
(b) Each additional path per incumbent: \$ [***]

(2) Cash Transaction

(a) First path per incumbent: \$ [***]
(b) Each additional path per incumbent: \$ [***]

-VII-

* Confidential treatment requested.

3) Expense Reimbursement

The pricing set forth above includes Entel's Services only and does not include the pass through expenses set forth below which are required to complete the microwave replacement. Triton shall reimburse Entel for the actual cost of the following types of expenses paid for by Entel:

| Activity ----- | Typical Cost ----- |
|--|--|
| Path Survey | \$ [***] per path |
| Path Engineering | \$ [***] per path |
| Microwave Frequency Coordination and FCC Licensing | \$ [***] per path |
| Tower Stress Analysis | \$ [***] per path |
| Site Construction, Equipment Purchase, Installation and Training | \$ [***] per analog Replacement \$ [***] per digital Replacement (Not including new tower cost) |
| Travel Expenses | \$ [***] average per trip |

Entel shall pay for expense items that are less than \$ [***]. Entel shall pass on the costs for such items to Triton. Entel shall invoice Triton on a monthly basis for such pass through expenses. For reimbursable expense items that are equal to or greater than \$ [***], Entel shall prepare and submit to Triton a purchase requisition and Triton shall pay the third party supplier directly. In the event that the cost for an expense item exceeds the estimate set forth above, Entel shall obtain Triton's approval for such expense prior to incurring any cost associated with such expense.

-VIII-

- -----
* CONFIDENTIAL TREATMENT REQUESTED

EXHIBIT III

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS Operating Company, L.L.C.
and
Entel Technologies, Inc.

SAMPLE WORK ORDER

WORK ORDER NO.:

Triton PCS Operating Company, L.L.C. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave relocation services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated _____ between Triton and Entel according to the following terms:

1. BTA Assignment:
2. Assigned Services:
3. Compensation
Triton shall compensate Entel in accordance with the pricing terms set forth in Exhibit II of the Agreement.
4. Payment Schedule:
Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.
5. Pass Through Expenses:
Triton shall reimburse Entel for pass through expenses as set forth in Exhibit II of the Agreement.
6. Commencement of Services:
Entel shall commence performance of the Services immediately upon full execution of this Work Order.
7. Incorporation of Work Order:
This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, OPERATING
COMPANY, L.L.C.

ENTEL TECHNOLOGIES, INC.

Print Name

Print Name

Title Date

Title Date

Attachment I
to
Microwave Relocation Services Agreement
Between Triton and Entel

List of Valid Paths Identified in Fast Start Report

| | INCUMBENT | CallSign A | CallSign B |
|----|--|------------|------------|
| 1 | BALTIMORE GAS AND ELECTRIC COMPANY | KXU39 | KGM71 |
| 2 | BALTIMORE GAS AND ELECTRIC COMPANY | WIA716 | KGM71 |
| 3 | BALTIMORE GAS AND ELECTRIC COMPANY | WIA718 | KGM71 |
| 4 | BALTIMORE GAS AND ELECTRIC COMPANY | WIU50 | WIU51 |
| 5 | BALTIMORE GAS AND ELECTRIC COMPANY | WIU51 | WIU50 |
| 6 | BALTIMORE GAS AND ELECTRIC COMPANY | WIU51 | WIU53 |
| 7 | BALTIMORE GAS AND ELECTRIC COMPANY | WIU51 | WNER321 |
| 8 | BALTIMORE GAS AND ELECTRIC COMPANY | WIU53 | WHH693 |
| 9 | CHARLESTON, COUNTY OF | WNTI830 | WNTI827 |
| 10 | CHARLESTON, COUNTY OF | WNTI832 | WNTI827 |
| 11 | CSX TRANSPORTATION, INC. | WED261 | WED260 |
| 12 | GEORGIA POWER COMPANY | KVN45 | KVN44 |
| 13 | GEORGIA POWER COMPANY | KWB42 | KUU45 |
| 14 | GEORGIA POWER COMPANY | WCF334 | WCF333 |
| 15 | GEORGIA POWER COMPANY | WCF335 | WCF334 |
| 16 | GEORGIA POWER COMPANY | WEE719 | WEE718 |
| 17 | GEORGIA POWER COMPANY | WLQ95 | WLQ94 |
| 18 | GEORGIA POWER COMPANY | WLQ95 | WSW68 |
| 19 | GEORGIA POWER COMPANY | WLQ96 | WLQ95 |
| 20 | GEORGIA POWER COMPANY | WSW69 | WSW70 |
| 21 | GWINNETT, COUNTY OF | WNTI503 | WNTI502 |
| 22 | GWINNETT, COUNTY OF | WNTI506 | WNTI501 |
| 23 | GWINNETT, COUNTY OF | WNTI507 | WNTI504 |
| 24 | MCNC | WHJ607 | WHJ605 |
| 25 | MCNC | WHJ608 | WHJ607 |
| 26 | MCNC | WHJ609 | WHJ608 |
| 27 | MCNC | WHJ610 | WHJ609 |
| 28 | MCNC | WHJ612 | WHJ611 |
| 29 | MCNC | WNEM509 | WNEM506 |
| 30 | MCNC | WNEP255 | WNEM507 |
| 31 | MCNC | WNEQ911 | WHJ611 |
| 32 | MOTOROLA INC | WNTJ500 | WNTJ499 |
| 33 | NORFOLK, CITY OF | WNEY588 | WNEY585 |
| 34 | NORTHERN VIRGINIA ELECTRIC COOPERATIVE | WNEV214 | WGY346 |
| 35 | NORTHERN VIRGINIA ELECTRIC COOPERATIVE | WNEV215 | WNEV214 |
| 36 | PENN CENTRAL COMMUNICATIONS COMPANY | WHH827 | WHH826 |
| 37 | PENNSYLVANIA, COMMONWEALTH OF | WAS318 | WAS317 |
| 38 | PENNSYLVANIA, COMMONWEALTH OF | WEH554 | WAS318 |
| 39 | PRINCE WILLIAM, COUNTY OF | WNEP339 | WNEO238 |
| 40 | PRINCE WILLIAM, COUNTY OF | WNEP340 | WNEO238 |

| | INCUMBENT | CallSign A | CallSign B |
|----|---|------------|------------|
| 42 | TENNESSEE, STATE OF | WED337 | WNTT447 |
| 43 | RICHMOND, FREDERICKSBURG AND POTOMAC | WED832 | WED828 |
| 44 | RICHMOND, FREDERICKSBURG AND POTOMAC | WED833 | WED828 |
| 45 | S.W. RODGERS COMPANY, INC. | WNTA944 | WNTY446 |
| 46 | S.W. RODGERS COMPANY, INC. | WNTY447 | WNTA945 |
| 47 | SAVANNAH ELECTRIC & POWER CO., INC. | WNEQ726 | WNEQ724 |
| 48 | SAVANNAH ELECTRIC & POWER CO., INC. | WNEQ727 | WNEQ723 |
| 49 | SOUTH CAROLINA ELECTRIC AND GAS CO. | KZP27 | KZP26 |
| 50 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WAM289 | WAM288 |
| 51 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WAN224 | WAN223 |
| 52 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WAN225 | WAN224 |
| 53 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WAN227 | WAN226 |
| 54 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WAN228 | WAL351 |
| 55 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WAP550 | WAP274 |
| 56 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WEF347 | WAN217 |
| 57 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WEF350 | WAN219 |
| 58 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WEG704 | WEG703 |
| 59 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WEG707 | WAN228 |
| 60 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WHC512 | WAN222 |
| 61 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WHC513 | WHC512 |
| 62 | SOUTH CAROLINA PUBLIC SERVICE AUTHORITY | WNEE730 | WAN225 |
| 63 | SOUTHERN EMERGENCY MEDICAL SRVCS INC | WNES218 | WNTS775 |
| 64 | SOUTHERN EMERGENCY MEDICAL SRVCS INC | WNEZ938 | WNES218 |
| 65 | SOUTHERN NATURAL GAS CO | WNEL258 | WNEL257 |
| 66 | SOUTHERN NATURAL GAS CO | WNEL261 | WNEL260 |
| 67 | SOUTHERN NATURAL GAS CO | WNEP321 | WNEP320 |
| 68 | SOUTHERN NATURAL GAS CO | WNEP323 | WNEP322 |
| 69 | SOUTHERN NATURAL GAS CO | WNEP325 | WNEP324 |
| 70 | SOUTHERN NATURAL GAS CO | WNEP327 | WNEP326 |
| 71 | SOUTHERN NATURAL GAS CO | WNEP328 | KIN62 |
| 72 | SOUTHERN NATURAL GAS CO | WNEP330 | WNEP325 |
| 73 | MCNC | WNEW372 | WHJ606 |
| 74 | UNIVERSITY OF MARYLAND | WNTI984 | WNTI983 |
| 75 | UNIVERSITY OF MARYLAND | WNTI985 | WNTI984 |
| 76 | UNIVERSITY OF MARYLAND | WNTM952 | WNTL678 |
| 77 | VIRGINIA ELECTRIC AND POWER COMPANY | WNEQ700 | WEG314 |
| 78 | VIRGINIA ELECTRIC AND POWER COMPANY | WNER276 | WNER275 |
| 79 | VIRGINIA, COMMONWEALTH OF | KIB97 | WIK97 |
| 80 | VIRGINIA, COMMONWEALTH OF | KIR38 | KIB62 |
| 81 | VIRGINIA, COMMONWEALTH OF | KIR67 | KIB78 |
| 82 | VIRGINIA, COMMONWEALTH OF | KIS42 | KIB55 |
| 83 | VIRGINIA, COMMONWEALTH OF | KJB86 | KIR67 |
| 84 | VIRGINIA, COMMONWEALTH OF | KRQ50 | KIR67 |
| 85 | WILLIAMS WIRELESS INC. | KIC97 | KIC96 |
| 86 | WILLIAMS WIRELESS INC. | KIC99 | KIC98 |
| 87 | WILLIAMS WIRELESS INC. | KID21 | KID20 |

| | INCUMBENT | CallSign A | CallSign B |
|----|------------------------|------------|------------|
| 89 | WILLIAMS WIRELESS INC. | KID34 | KID29 |
| 90 | WILLIAMS WIRELESS INC. | KIY93 | KIC98 |
| 91 | WILLIAMS WIRELESS INC. | KIY93 | KID31 |

Attachment II
Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 1

Triton PCS Operating Company, L.L.C. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave relocation services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated _____ between Triton and Entel according to the following terms:

8. BTA Assignment:

| BTA Number | BTA Name |
|------------|----------|
|------------|----------|

[***]

9. Assigned Services:

Entel shall perform Spectrum Sharing Engineering Services and Phase I - Market Relocation Analysis for the BTAs set forth above.

10. Compensation:

Triton shall compensate Entel in accordance with the pricing terms set forth in Exhibit II of the Agreement.

11. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

12. Pass Through Expenses:

Triton shall reimburse Entel for pass through expenses as set forth in Exhibit II of the Agreement.

* Confidential Treatment Requested

WORK ORDER NO. 1
BETWEEN TRITON PCS OPERATING COMPANY, L.L.C.
AND ENTEL TECHNOLOGIES, INC.
CONTINUED

13. Commencement of Services:
Entel shall commence performance of the Services immediately upon full execution of this Work Order.

14. Incorporation of Work Order:
This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

| | |
|--------------------------------------|--------------------------|
| TRITON PCS OPERATING COMPANY, L.L.C. | ENTEL TECHNOLOGIES, INC. |
| /s/ Clyde Smith | /s/ John T. Vento |
| ----- | ----- |
| Clyde Smith | John T. Vento |
| ----- | ----- |
| Print Name | Print Name |
| Executive Vice President | President |
| ----- | ----- |
| Title | Title |
| Date | Date |
| | 1/6/98 |

Attachment III
Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS Operating Company, L.L.C.
and
Entel Technologies, Inc.

WORK ORDER NO.: 2

Triton PCS Operating Company, L.L.C. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave relocation services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated 1/6/98 between Triton and Entel, according to the following terms:

15. BTA Assignment:

| BTA Number | BTA Name |
|------------|----------|
|------------|----------|

[***]

16. Assigned Services:

Entel shall perform Phase II - Incumbent Negotiations and Final Contract Execution services for paths identified by Entel as interfering with the deployment of Triton's PCS system in the above referenced BTAs.

17. Compensation:

Triton shall compensate Entel in accordance with the pricing terms set forth in Exhibit II of the Agreement.

18. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

19. Pass Through Expenses:

Triton shall reimburse Entel for pass through expenses as set forth in Exhibit II of the Agreement.

* Confidential treatment requested.

WORK ORDER NO. 2
BETWEEN TRITON PCS OPERATING COMPANY, L.L.C.
AND ENTEL TECHNOLOGIES, INC.
CONTINUED

20. Commencement of Services:
Entel shall commence performance of the Services immediately upon full execution of this Work Order.

21. Incorporation of Work Order:
This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS OPERATING COMPANY, L.L.C.

ENTEL TECHNOLOGIES, INC.

/s/ Clyde Smith

Clyde Smith

Print Name

/s/ John J. Vento

John J. Vento

Print Name

Executive Vice President 2/11/98

Title Date

President 1/6/98

Title Date

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO. 3

Entel is hereby requested to provide the microwave relocation services (the "Services") as set forth in Exhibit II of the Microwave Relocation Services Agreement (the "Agreement") dated Jan. 6, 1998, between Triton PCS, Inc. ("Triton") and Entel Technologies, Inc. ("Entel") according to the following terms:

1. BTA Assignment:

| BTA Number | BTA Name | BTA Number | BTA Name |
|------------|----------|------------|----------|
| ----- | ----- | ----- | ----- |
| [***] | [***] | [***] | [***] |

2. Scope of Services: Spectrum Sharing Engineering Study and Analysis as set forth in Exhibit I.

3. Compensation
Triton shall compensate Entel in accordance with the pricing terms set forth in the Agreement. Pricing for the requested service is \$[***] per BTA. Total billing for the services requested in this work order is \$[***].

4. Payment Schedule:
Triton shall compensate Entel in accordance with the payment schedule set forth in the Agreement.

5. Pass Through Expenses:
Pass Through Expenses will be billed as set forth in the Agreement.

6. Commencement of Services:
Entel shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:
This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

/s/ Clyde Smith

/s/ Dariush Alipanah

Clyde Smith

Dariush Alipanah

Print Name
Executive Vice President 11/23/98

Vice-President, Eng. Services 11/19/98

* Confidential treatment requested

Title

Date

Date

* Confidential Treatment Requested

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 4

Triton PCS Operating Company, L.L.C. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave relocation services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:

| BTA Number | BTA Name |
|------------|----------|
| [***] | [***] |

2. Assigned Services:

Entel shall prepare and issue the Prior Coordination Notices (PCNS) for the BTAs set forth above.

3. Compensation:

Triton shall compensate Entel in accordance with the pricing terms set forth in Exhibit II of the Agreement.

4. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

[***] in providing the services requested in this work order.

6. Commencement of Services:

Entel shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

| | |
|-------------------------------------|-------------------------------|
| TRITON PCS OPERATING COMPANY, L.L.C | ENTEL TECHNOLOGIES, INC. |
| /s/ Michael H. Yglesias | /s/ Mark W. Carter |
| ----- | ----- |
| Michael H. Yglesias | Mark W. Carter |
| ----- | ----- |
| Print Name | Print Name |
| RF Engineer Manager | Director - Fixed Network Eng. |
| 2/19/99 | 3/1/99 |
| ----- | ----- |

* Confidential Treatment Requested

| Title | Date | Title | Date |
|-------|------|-------|------|
|-------|------|-------|------|

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 5

Triton PCS Operating Company, L.L.C. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave relocation services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:

| BTA Number | BTA Name |
|------------|----------|
| ----- | ----- |
| [***] | [***] |

2. Assigned Services:

Entel shall prepare and issue the Prior Coordination Notices (PCN) for the BTA set forth above. This PCN is required due to a modification of the RF design for this market.

3. Compensation:

Triton shall compensate Entel in accordance with the pricing terms set forth in Exhibit II of the Agreement.

4. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

[***] in providing the services requested in this work order.

6. Commencement of Services:

Entel shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS OPERATING COMPANY, L.L.C.

ENTEL TECHNOLOGIES, INC.

/s/ Kevin Watts

/s/ Mark W. Carter

Kevin Watts

Mark W. Carter

Print Name

Print Name

R F Engineering Mgr. 3/22/99

Director Fixed Network Eng. 3/17/99

Title Date

Title Date

* Confidential treatment requested

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 6

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave relocation services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:

| BTA Number | BTA Name |
|------------|----------|
| ----- | ----- |
| [***] | [***] |

2. Assigned Services:

Entel shall perform Spectrum Sharing Engineering Services for the BTAs set forth above.

3. Compensation:

Triton shall compensate Entel in accordance with the pricing terms set forth in Exhibit II of the Agreement.

4. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

[***] in completing the services requested in this work order.

6. Commencement of Services:

Entel shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

/s/ Shekhar Deshpande

/s/ Mark W. Carter

Shekhar Deshpande

Mark W. Carter

Print Name

Print Name

VP Engineering & Operations 3/25/99

Director - Fixed Network Eng. 3/25/99

Title Date

Title Date

* Confidential treatment requested

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 7

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:

The engineering services requested in this work order involve the [***].

2. Assigned Services:

Entel shall perform Microwave Engineering Services for [***] target sites located in the BTA set forth above. The target sites are PCS sites that require a microwave link to an adjacent PCS site in order to obtain T1 service. Triton has provided a list of [***] candidate donor sites for the [***] target sites. Therefore, Entel will complete path surveys for [***] links as directed by Triton.

3. Compensation:

Triton shall compensate Entel in accordance with the pricing terms included in the attached Scope of Services. Entel will complete only those services as requested by Triton for each link and Triton shall compensate Entel accordingly.

4. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

Triton shall reimburse Entel on a monthly basis for pass through expenses set forth in Exhibit II of the Agreement.

6. Commencement of Services:

Entel shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

/s/ Michael H. Yglesias

/s/ Mark W. Carter

Michael H. Yglesias

Mark W. Carter

Print Name

Print Name

RF Engineering Manager 4/2/99

Director - Fixed Network Eng. 4/5/99

Title

Date

Title

Date

* Confidential treatment requested

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 8

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

- 1. BTA Assignment:**
The engineering services requested in this work order involve microwave paths identified in the spectrum sharing studies associated with Work Orders #3 and #6. However, paths that were also identified in the spectrum sharing studies associated with Work Order #1 are excluded from this list.
- 2. Assigned Services:**
Entel shall perform Microwave Relocation Services Phase I, Market Relocation Analysis for the [***] microwave paths listed on Attachment A to this Work Order.
- 3. Compensation:**
Triton shall compensate Entel in accordance with the pricing terms included in the Microwave Relocation Services Agreement as listed in Attachment A.
- 4. Payment Schedule:**
Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.
- 5. Pass Through Expenses:**
[***] in completing the services requested in this work order.
- 6. Commencement of Services:**

Entel shall commence performance of the Services immediately upon full execution of this Work Order.
- 7. Incorporation of Work Order:**
This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

/s/ Shekhar Deshpande

/s/ Mark W. Carter

Shekhar Deshpande

Mark W. Carter

Print Name

Print Name

VP - Engineering 4/19/99

Director - Fixed Network Eng. 4/16/99

Title Date

Title Date

* Confidential treatment Requested

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 9

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:
The engineering services requested in this work order involve multiple BTAs in the [***] region.
2. Assigned Services:
Entel shall perform Microwave Engineering Services for [***] proposed microwave paths. The [***] proposed paths are listed on Attachment II to this work order.
3. Compensation:
Triton shall compensate Entel in accordance with the pricing terms included in the attached Statement of Work. Entel will complete only those services as requested by Triton for each link and Triton shall compensate Entel accordingly.
4. Payment Schedule:
Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.
5. Pass Through Expenses:
Triton shall reimburse Entel on a monthly basis for pass through expenses set forth in Exhibit II of the Agreement.
6. Commencement of Services:
Entel shall commence performance of the Services immediately upon full execution of this Work Order.
7. Incorporation of Work Order:
This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

/s/ Nicholas Pepenelli

/s/ Mark W. Carter

Nicholas Pepenelli

Mark W. Carter

Print Name

Print Name

Technical Director 5-5-99

Director - Fixed Network Eng.

Title

Date

Title

Date

[LOGO]

STATEMENT OF WORK

Microwave Path Feasibility Analysis

A. Upon receiving site information (proposed microwave locations, associated coordinates and antenna structure heights) from Customer, WFI will complete a preliminary path profile utilizing [***] data in order to determine if the proposed path is feasible.

Each Path \$[***]

B. Upon completion of Step A above, and determining that a proposed microwave path is feasible, WFI will [***]. Utilizing the [***], WFI will [***]. Again, WFI will [***].

Each Path \$[***]

Note: [***].

Microwave Link Engineering and Path Survey

Upon completing Steps A and B above, and determining that a proposed microwave path is feasible, WFI will [***]. WFI will physically survey the path, measure and document obstructions along the path. WFI will complete a path profile utilizing [***]. WFI will revise the path profile incorporating measured obstruction data.

Upon completion of the site surveys, physical path survey and path profile, WFI will prepare and submit a path survey/system design report that includes the following data:

- . Site coordinates and elevations as verified by USGS topographical maps.
- . Documentation of path obstructions.
- . Path profile, including recommended antenna centerlines based upon specified design criteria
- . Microwave system design, based upon the specified design criteria and proposed microwave equipment
- . Detailed equipment list for recommended antenna and radio systems for each site.

Pricing \$[***]
..... \$[***]

Note: If Step B is required and completed, WFI will not charge customer for Step A.

[***]

Note: [***]

-- Proprietary & Confidential --

* Confidential treatment requested

| Path No. | Microwave # | Site 1 | Site 2 | Proposed Test Heights (ft) | Dist in mile | Ref point (ft) | AMSL 1 (ft) | Height 1 (ft) | AMSL 2 (ft) | Height 2 (ft) | Azimuth 1 (deg) | Azimuth 2 (deg) |
|----------|-------------|--------|--------|----------------------------|--------------|----------------|-------------|---------------|-------------|---------------|-----------------|-----------------|
| I-26 | | | site 1 | site 2 | | | | | | | | |

[***]

| Path No. | Microwave # | Site 1 | Site 2 | Proposed Test Heights (ft) | Dist in mile | Ref point (ft) | AMSL 1 (ft) | Height 1 (ft) | AMSL 2 (ft) | Height 2 (ft) | Azimuth 1 (deg) | Azimuth 2 (deg) |
|----------|-------------|--------|--------|----------------------------|--------------|----------------|-------------|---------------|-------------|---------------|-----------------|-----------------|
|----------|-------------|--------|--------|----------------------------|--------------|----------------|-------------|---------------|-------------|---------------|-----------------|-----------------|

[***]

ADDITIONAL LINKS TO BE EVALUATED

[***]

[***]

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 10

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

- 1. BTA Assignment:**
The engineering services requested in this work order involve multiple BTAs.
- 2. Assigned Services:**
Entel shall perform Comparable Cost Appraisal and Reimbursement Negotiation Services as detailed on the attached Scope of Services. Entel shall perform such services for all microwave paths for which Triton is responsible for cost-sharing reimbursement to a PCS Relocator(s).
- 3. Compensation:**
Triton shall compensate Entel in accordance with the pricing terms included in the attached Scope of Services.
- 4. Payment Schedule:**
Entel shall invoice Triton upon providing the "Deliverables" associated with each requested service. Triton shall provide payment for such services within 30 days of receiving the associated invoice(s).
- 5. Pass Through Expenses:**
Triton shall reimburse Entel on a monthly basis for pass through expenses set forth in Exhibit II of the Agreement.
- 6. Commencement of Services:**
Entel shall commence performance of the Services immediately upon full execution of this Work Order.
- 7. Incorporation of Work Order:**
This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

/s/ Clyde Smith

/s/ Mark W. Carter

Clyde Smith

Mark W. Carter

Print Name

Print Name

Executive Vice President 5/17/99

Director - Fixed Network Eng. 5/6/99

Title

Date

Title

Date

Comparable Cost Appraisal and Cost-Sharing Negotiations

Scope of Services

Phased Delivery of Services

WFI will supply to Customer all labor, services, resources, and consultation necessary to perform the 2 GHz microwave cost-sharing negotiation services described more particularly below. These services are in regard to negotiating on behalf of the Customer with the PCS Relocator seeking reimbursement from the Customer through a designated FCC Clearinghouse. The goal of these services is to reduce the cost-sharing reimbursement amount paid by the Customer to the PCS Relocator.

The Services shall be delivered to Customer in two phases:

Phase I: Comparable System Cost Appraisal

Phase II: Cost-Sharing Negotiations

The steps required for each of the three phases are described in detail below.

Phase I: Comparable System Cost Appraisal

WFI will utilize FCC database information and information obtained from microwave incumbents as required to complete an appraisal of the cost associated with the replacement of a relocated co-channel path that is subject to cost-sharing reimbursement as per the FCC's cost-sharing rules.

A. Service Description

1. Review of FCC Data. WFI will review system data for each link

assigned as included in the FCC database prior to the relocation of the path. WFI will reference this data in the relocation cost appraisal.
2. Incumbent Contact and Replacement System Verification. WFI will

contact each incumbent and attempt to confirm database information and request information concerning the actual replacement system installed by the incumbent or the PCS Relocator. WFI will utilize such information in determining the appropriate allowable reimbursement as required by the FCC's cost-sharing rules.
3. Replacement System Design and Cost Appraisal. WFI will complete

the design of a microwave replacement system for each assigned link. This design will be based on a replacement system that is comparable to the original 2 GHz link, as defined by the FCC's cost-sharing rules. Information such as system type and architecture, tower heights, and typical system usage will be used to develop these cost estimates. Additionally, if available, WFI will utilize actual replacement system data, as provided by incumbents, in order to determine what premiums the PCS Relocator provided to the microwave incumbent.

B. Deliverables

WFI will provide a written report to Customer containing the following information:

1. Copies of FCC licenses for actual replacement systems, if available;
2. System data (antenna types/sizes, radio manufacture/model, antenna heights, etc.) for each 2 GHz link subject to cost-sharing;
3. Detailed comparable replacement system design, and;
4. Comparable system replacement cost documentation.

Phase II: Cost-Sharing Negotiations and Final Cost-Sharing Contract Execution

A. Service Description

A step-by-step outline of the negotiation and information-gathering efforts to be performed by WFI in this phase is as follows:

1. Introductory Mailing. WFI will identify the proper technical and

negotiation contact for each PCS Relocator and send an introductory mailing packet containing general information on microwave relocation and specific information about Customer and its proposed course of action.
2. Negotiation Parameters. WFI will work with Customer to develop

negotiation parameters. These parameters should be established prior to the commencement of negotiations so that settlements may be negotiated expeditiously.
3. Development of Negotiation Strategies. WFI will work with

Customer to develop optimal negotiation strategies for each PCS Relocator. These strategies will be based upon the reimbursement amount requested by the PCS Relocator, the estimated cost of comparable facilities, and the architecture and cost of the actual replacement system, if available.
4. Initiate Negotiations. WFI will negotiate with the PCS Relocator

to obtain an optimal cost-sharing settlement and agreement that are acceptable to the Customer.
5. Negotiation Strategy. WFI will re-assess negotiation parameters

and strategies as required, based on discussions with the PCS Relocator(s), and additional information obtained from incumbents and/or the PCS Relocator(s).
6. Contract Templates. If Customer requires such contact, WFI shall

develop and provide a cost-sharing contract template for the Customer's review. Customer's inside counsel shall review and modify the contract template as required.
7. Finalize Cost-Sharing Terms. WFI will provide the proposed

business terms to Customer for approval.
8. Finalize Cost-Sharing Agreement. Once Customer has approved the

business terms, WFI shall work with Customer's counsel to facilitate the negotiation and

execution of the final cost-sharing agreement between Customer and the PCS Relocator.

B. Deliverables

WFI will provide Customer with the following deliverables:

1. Signed cost-sharing offer letter;
2. Executed contract between PCS Relocator and Customer, if required;
3. Copies of any correspondence that Customer may request;

Additionally, WFI will submit periodic reports to Customer, detailing the status of each negotiation and summarizing the information obtained on each path assigned for negotiation.

Pricing and Pass-Through Expenses for

Comparable Cost Appraisal and Cost-Sharing Negotiations

- 1) Phase I - Comparable Replacement System Cost Appraisal
 - (1) First path per incumbent microwave licensee: \$ [***]
 - (2) Each additional path per incumbent microwave licensee: \$ [***]

Note: In the event that the [***] and [***].

- 2) Phase II - Cost-Sharing Negotiations
 - (1) For negotiations for each PCS Relocator assigned by Customer, WFI shall charge Customer [***]% of the difference between the reimbursement amount initially requested by the PCS Relocator through the FCC Clearinghouse and the final reimbursement amount negotiated by WFI and agreed upon by the PCS Relocator and Customer.

- 3) Expense Reimbursement

The pricing set forth above includes WFI's Services only and does not include the travel expenses set forth below that may be required to complete a comprehensive comparable cost appraisal and negotiations with the PCS Relocator. Customer shall reimburse WFI for the cost of the following expenses paid for by WFI.

| Activity ----- | Typical Cost ----- |
|---|------------------------|
| Travel Expenses (Reimbursable expenses include [***]). | [***] average per trip |

WFI shall invoice Customer on a monthly basis for pass-through expenses.

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Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 12

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:
The subject microwave path is located in the [***] market.
2. Assigned Services:
Entel shall perform Microwave Engineering Services for the existing microwave path between Station [***] to [***]. These Engineering Services will include the completion of a Path Profile using 30-meter terrain data and a field survey in order to determine the cause for the intermittent outages experiences on this path.
3. Compensation:
Triton shall compensate Entel in accordance with the pricing terms included with the Statement of Work associated with Work Order No. 9.
4. Payment Schedule:
Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.
5. Pass Through Expenses:
Triton shall reimburse Entel on a monthly basis for pass through expenses set forth in Exhibit II of the Agreement. As this field survey shall be completed at the same time as the surveys for the repeater paths in Triton's southeastern region, the Pass Through Expenses will be billed the charges for work order no. 9.
6. Commencement of Services:
Entel shall commence performance of the Services immediately upon full execution of this Work Order.
7. Incorporation of Work Order:
This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

/s/ Nicholas Pepenelli

/s/ Mark W. Carter

Nicholas Pepenelli

Mark W. Carter

6/10/99

Print Name

Print Name

* Confidential Treatment Requested

Technical Director, South 6/4/99

Director - Fixed Network Eng. 6/10/99

Title

Date

Title

Date

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 13

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:

The subject microwave paths are located in the [***] market.

2. Assigned Services:

Entel shall provide Frequency Coordination Services and prepare FCC applications for Stations [***] in order to enable Triton to modify the channel capacities of the existing [***].

3. Compensation:

Entel's fee for the Assigned Services totals \$[***] ([***]). [***].

4. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

Triton shall reimburse Entel on a monthly basis for pass through expenses set forth in Exhibit II of the Agreement. As this field survey shall be completed at the same time as the surveys for the repeater paths in Triton's southeastern region, the Pass Through Expenses will be billed the charges for work order no. 9.

6. Commencement of Services:

Entel shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

/s/ Nicholas Pepenelli

/s/ Mark W. Carter

Nicholas Pepenelli

Mark W. Carter

Print Name

Technical Director, South 6/4/99

Director-Fized network Eng. 6/10/99

Title Date

Title

* Confidential treatment requested

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 14

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:

The engineering services requested in this work order involve the [***] BTA.

2. Assigned Services:

Entel shall perform Microwave Engineering Services for [***] proposed microwave paths located in the BTA set forth above. These links and the services requested are listed on Attachment 1 to Work Order 14.

3. Compensation:

Triton shall compensate Entel in accordance with the pricing terms included in the attached Scope of Services. Entel will complete only those services as requested by Triton for each link and Triton shall compensate Entel accordingly.

4. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

Triton shall reimburse Entel on a monthly basis for pass through expenses set forth in Exhibit II of the Agreement.

6. Commencement of Services:

Entel shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

Mark W. Carter

Print Name

Print Name

Director - Fixed Network Eng.

Title Date

Title Date

* Confidential treatment requested

PATH LIST

| Path No. | Site 1 | Site 2 | Profile Using 3" Terrain Data | Profile Using 7.5 minute topographic data | Path Survey | Charge |
|-------------|--------|--------|----------------------------------|---|----------------|--------|
|-------------|--------|--------|----------------------------------|---|----------------|--------|

[***]

* Confidential treatment requested

Work Order Pursuant To
Microwave Relocation Services Agreement
Between

Triton PCS, Inc. and Wireless Facilities Inc. (legal successor to Entel
Technologies, Inc.)

WORK ORDER NO.: 15

Triton PCS, Inc. ("Triton") hereby requests that Wireless Facilities Inc. ("WFI") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and WFI according to the following terms:

1. BTA Assignment:

The subject microwave paths are located in the [***] market.

2. Assigned Services:

WFI shall provide Frequency Coordination Services for the following links:

| Link No. | Call Sign 1 | Site Name 1 | Call Sign 2 | Site Name 2 | Action |
|----------|-------------|-------------|-------------|-------------|--------|
| [***] | | | | | |

WFI shall prepare FCC applications as required for the requested Frequency Coordination Services for Stations [***] in order to enable Triton to modify the channel capacities of the existing paths listed above.

3. Compensation:

WFI's fee for the Assigned Services totals \$[***] ([***]).

4. Payment Schedule:

Triton shall compensate WFI in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

[***] for the services associated with this work order.

6. Commencement of Services:

WFI shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

* Confidential treatment requested

TRITON PCS, INC.

WFI FACILITIES INC.

/s/ Nicholas Pepenelli

/s/ Mark W. Carter

Nicholas Pepenelli

Mark W. Carter

Print Name
V.P. Eng. & OPS 7-27-99

Director - Sales 7/28/99

Title Date

Title Date

Work Order Pursuant To
Microwave Relocation Services Agreement Between
Triton PCS, Inc. and Wireless Facilities Inc. (legal successor to Entel
Technologies, Inc.)

WORK ORDER NO.: 17

Triton PCS, Inc. ("Triton") hereby requests that Wireless Facilities Inc. ("WFI") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and WFI according to the following terms:

1. BTA Assignment:

The engineering services requested in this work order involve a proposed microwave path in the [***] BTA and an existing path near [***]

2. Assigned Services:

WFI shall perform Microwave Engineering Services for the following proposed microwave path.

| Path No. | Site 1 | Site 2 |
|----------|--------|--------|
|----------|--------|--------|

[***]

3. Compensation:

Triton shall compensate WFI in accordance with the pricing terms included in the attached Statement of Work.

4. Payment Schedule:

Triton shall compensate WFI in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

Triton shall reimburse WFI on a monthly basis for pass through expenses set forth in Exhibit II of the Agreement.

6. Commencement of Services:

WFI shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

WFI FACILITIES INC.

/s/ Nicholas Pepenelli

/s/ Mark W. Carter

Nicholas Pepenelli

Mark W. Carter

Print Name

Print Name

V.P Ops & Eng

7/27/99

Director Sales

7/28/99

Title

Date

Title

Date

* Confidential treatment requested

[LOGO]

STATEMENT OF WORK

Microwave Path Feasibility Analysis

A. Upon receiving site information (proposed microwave locations, associated coordinates and antenna structure heights) from Customer, WFI will complete a preliminary path profile utilizing [***] data in order to determine if the proposed path is feasible.

Each Path \$[***]

B. Upon completion of Step A above, and determining that a proposed microwave path is feasible, WFI will [***]. Utilizing the [***], WFI will [***]. Again, WFI will [***].

Each Path \$[***]

Note: [***].

Microwave Link Engineering and Path Survey

Upon completing Steps A and B above, and determining that a proposed microwave path is feasible, WFI will [***]. WFI will physically survey the path, measure and document obstructions along the path. WFI will complete a path profile utilizing [***]. WFI will revise the path profile incorporating measured obstruction data.

Upon completion of the site surveys, physical path survey and path profile, WFI will prepare and submit a path survey/system design report that includes the following data:

- . Site coordinates and elevations as verified by USGS topographical maps.
- . Documentation of path obstructions.
- . Path profile, including recommended antenna centerlines based upon specified design criteria
- . Microwave system design, based upon the specified design criteria and proposed microwave equipment
- . Detailed equipment list for recommended antenna and radio systems for each site.

Pricing \$[***]
..... \$[***]

Note: If Step B is required and completed, WFI will not charge customer for Step A.

[***]

Note: [***]

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under 17 C.F.R. (S) (S)200.80(b) (4)
200.83 and 230.406

SITE DEVELOPMENT SERVICES AGREEMENT

THIS SITE DEVELOPMENT SERVICES AGREEMENT (Agreement") dated as of the 10th day of December, 1997 ("Effective Date"), by and between Triton PCS, Inc., a Delaware limited liability company or its nominee ("Triton") and Entel Technologies, Inc., a Delaware corporation ("Entel").

WITNESSETH:

WHEREAS, Triton desires to engage Entel to perform services related to the development of a personal communication services ("PCS") system (the "System") to serve the Washington, D.C./Richmond/Norfolk, Virginia Major Trading Area (the "Service Area") comprising certain sites of real property which are designated by Triton from time to time through a letter of authorization ("Authorization Letter") and upon which antennae towers, wires, and/or other ancillary PCS equipment shall be located ("Site");

WHEREAS, Triton desires to enter into an arrangement with Entel for certain services, as hereinafter defined, relating to the development of certain portions of the System, to include site acquisition, zoning, and construction management services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

1. RELATIONSHIP OF PARTIES

The parties intend by this Agreement to establish an independent contractor relationship. Neither party nor their employees shall be agents or legal representatives of the other party for any purpose, and neither shall have authority to act for, bind, or commit the other party. Entel and Triton agree that this Agreement does not establish a franchise, joint venture, or partnership for any purpose.

2. REQUIRED SERVICES

Entel shall be assigned a range of sites between [***] sites ("Base Number") and [***] or more sites ("Maximum Number") to perform site development services ("Site Development Services") for Triton with respect to the System. Entel shall devote such time and resources as are necessary to ensure proper and expeditious completion of its duties hereunder and shall make available to the System the full range of its expertise and experience in constructing wireless systems. Site Development Services shall consist of the services described on Attachment A hereto.

A. Entel Deliverables; Reporting; Approval by Triton. Within 10

business days after execution of this Agreement, Triton and Entel shall agree upon and prepare a detailed schedule for the completion of Site Development Services on a site-by-site basis, which schedule shall become Attachment B to this Agreement. The schedule shall contain, at a minimum, milestone dates for completion by Entel of Site Acquisition, Site Zoning, and Site Construction Services (each as defined in Attachment A). This Agreement shall automatically terminate if the parties are unable, after good faith negotiations, to agree to a schedule within the allotted 10 business days; provided, however, in the

event of such termination, Triton shall pay to Entel all professional fees and out-of-pocket expenses incurred by Entel prior to such termination, which fees shall not exceed \$[***]. Following approval of this schedule by Triton, Entel shall, thereafter, for the term of this Agreement, provide Triton with not less than a written weekly report outlining the progress made to attain the schedule previously submitted. Any change in schedule which results in a time extension of one week or greater on an individual site basis shall be clearly noted and the reasons therefore shall be explained in writing. Triton may, at

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its sole discretion, agree to a time extension from the detained schedule originally provided. Entel shall attend all project meetings reasonably requested by Triton.

- B. Payments to Contractors. Triton shall be responsible for making

all payments due to contractors and subcontractors selected by Triton to perform services at the Sites. Notwithstanding the foregoing, Triton, at its option, may require Entel to contract directly with all trade contractors and subcontractors for provision of services at the Sites. Should Triton exercise such option, Entel shall be responsible for disbursing funds for payment only to those contractors, subcontractors, material providers, and other service providers engaged by Entel directly. Entel shall present copies of all such invoices relating to construction of the Sites to Triton, and Triton shall then provide Entel reimbursement of such disbursements plus [***] percent ([***]%) within thirty (30) days of Entel's submission of said invoices to Triton.

3. PERSONNEL

- A. Entel Employees and Agents. Entel may elect to rely upon its own

employees and agents for the performance of services under this Agreement to the extent it, in its sole discretion, deems such action to be necessary or advisable. Triton reserves the right to approve Entel employees and/or contractors assigned to perform services under this Agreement.
- B. Independent Contractors. Entel may engage independent contractors

at Triton's consent to perform Site Development Services. Entel shall be responsible for selecting and contracting such independent contractors.
- C. Self Dealing. Entel may rely upon its employees in accordance

with Section 3 (B) above and, in addition, it may provide or contract with an affiliate of Entel with Triton's consent at fair market rates in accordance with competitive bids to provide goods or services beyond those which its employees would perform, if it deems the same to be necessary or advisable for construction of the Sites. Entel will not, nor will any of its affiliates, receive any compensation other than as set forth in Section 4 and 6 herein as a result of, arising from, or relating to Site Development Services. If any such compensation would have otherwise been payable, Entel agrees to transfer the benefit of such compensation to Triton.
- D. Prohibition of Solicitation. During the term of this Agreement,

neither party shall solicit nor accept for employment any employees of the other party without the express written consent of the other party.

4. COMPENSATION

- A. Reimbursement. Entel's compensation hereunder, as described in

Section 4 (B), shall be inclusive of any and all out-of-pocket expenses, as described in Section 5, incurred by Entel in the performance of its obligations hereunder. Any extraordinary or other expenses which Entel anticipates incurring which are not customarily incurred in the ordinary course of business must be approved by Triton prior to the expenditure in order for Entel to receive reimbursement for such expenditures.
- B. Milestone Rates. In consideration for performance of the Site

Development Services, Triton shall compensate Entel the Milestone Rates set forth below:

| | Milestone Services | Milestone Rates |
|-------|-----------------------|-----------------|
| | ----- | ----- |
| (i) | Site Survey Milestone | [***] |
| (ii) | Lease Milestone | [***] |
| (iii) | Zoning Milestone | [***] |

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- (iv) Building Permit Milestone [***]
- (v) Construction Commencement Milestone [***]
- (vi) Construction Completion Milestone [***]

C. Alternative Sites. In the event Triton elects to withdraw a Site

assigned to Entel under the Authorization Letter or terminate this Agreement in accordance with Section 8 hereof, Triton shall give Entel notice of such withdrawal, and shall pay Entel [***]% of the installment due for a Milestone Service which has been completed prior to the notice of withdrawal or termination and time and materials for a Milestone Service in process since the last completed Milestone in accordance with the rates set forth in Section 4 (B).

D. Additional Services. In the event Triton desires Entel to perform

isolated tasks associated with a Site not set forth on Attachment A, Triton shall pay Entel at its standard hourly rates listed on Attachment C.

E. Statements. Entel shall provide Triton with statements showing in

reasonable detail the calculation of Milestone Rates earned during the last calendar month not more than thirty (30) calendar days following the end of each calendar month. The Milestone Rates shall be paid by Triton to Entel within thirty (30) days following such submission of invoices by Entel unless disputed by Triton as provided below.

F. Disputes. If Triton disputes the amount of expenses or fees claimed by

Entel, Triton shall notify Entel in writing before payment is due, shall include in such notice the factual basis for the dispute, and shall pay when due all amounts not in dispute.

G. Applicability of Section. Payment shall be due Entel from Triton under the provisions of this Section with respect to all Site Development Services performed by Entel for Triton from and after the Effective Date.

5. NON-REIMBURSABLE COSTS

Entel's compensation, described in Section 4 (B), is inclusive of the following out-of-pocket expenses:

- A. Cellular phones/pagers;
- B. Cellular/paging service;
- C. Field expenses for maps, deeds & film development;
- D. Vehicle expense;
- E. Office equipment, including computers and copiers, if additional copiers are required beyond what is provided at Triton's field offices;
- F. Office vent, if additional space is required beyond what is provided at Triton's field offices
- G. Office supplies;
- H. Overnight Mail excluding the cost of overnight mail for construction bids;
- I. Telephone Service;
- J. Travel and Living expenses; and
- K. GIS mapping.

6. REIMBURSABLE COSTS

As described in Section 2(B), Triton, at its option, may require Entel to contract directly with third parties, trade contractors, and subcontractors for provision of services at the Sites. The following expenses shall be considered pass through costs and shall be reimbursed to Entel as additional compensation in accordance with the terms and conditions, as described in Section 2(B):

- A. Any and all construction materials used in the construction of the sites;

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- B. Any and all construction subcontractor cost including, but not limited to, cable and antenna contractors, electricians, and tower erectors;
- C. Architectural and engineering drawings;
- D. Azimuth verification surveys;
- E. Blueprint reproduction;
- F. Building inspection fees;
- G. Cable sweeps and other technical tests;
- H. Purchase price for real estate acquisitions and easement rights;
- I. All municipal filing, permit, and inspection fees;
- J. Delivery costs for all materials;
- K. Engineering services;
- L. Federal Aviation Administration study and analysis;
- M. Floodway investigation;
- N. Independent inspection agencies;
- O. Legal support and expert witness fees for zoning hearings;
- P. Option fees for leases, lease options, purchase agreements, and purchase agreement options;
- Q. Overnight mail for construction bids;
- R. Phase I Environmental Study including soil compaction, engineering, and other inspections of the property required or reasonably deemed necessary to provide a thorough due diligence review of the project;
- S. Photo simulations if not available through Entel's in-house capabilities;
- T. Site survey;
- U. Soils tests and reports, including geotechnical testing;
- V. Structure loading study and analysis for towers, rooftops, water tanks, billboards and signs, and other similar facilities expected to contain PCS equipment;
- W. Appraisals, title reports, and title insurance premiums; and
- X. Tower/foundation design information.

7. TERM

The Agreement shall have an initial term of fifteen (15) months commencing on the Effective Date. The Agreement shall be renewed automatically for additional 1-year-terms unless one party notifies the other party of an intent to cancel the Agreement at the end of its then current term by written notice delivered at least 90 days prior to the end of the then current term.

8. TERMINATION.

- A. In addition to its rights to terminate this Agreement in accordance with Section 2 and Section 14:
 - i. Triton may terminate the Agreement upon written notice thereof if there is a material breach of the Agreement by Entel (including, without limitation, Entel's failure to provide either timely or quality Site Development Services); or
 - ii. Triton may terminate the Agreement upon written notice thereof if Entel shall: (i) become insolvent; (ii) make an assignment for the benefit of creditors; (iii) file a voluntary bankruptcy petition; (iv) acquiesce to any involuntary bankruptcy petition; (v) be adjudicated bankrupt; or (vi) cease to do business.

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B. Entel may terminate the Agreement on 30 days calendar days' written notice in the event of any of the following:

- i. a material breach of the Agreement by Triton, which has not been cured within 30 calendar days of Triton's receipt of written notice of such breach from Entel; or
- ii. Triton shall: (i) become insolvent; (ii) make an assignment for the benefit of creditors; (iii) file a voluntary bankruptcy petition; (iv) acquiesce to any involuntary bankruptcy petition; (v) be adjudicated bankrupt; or (vi) cease to do business.

C. After receipt of such written notice of termination, but prior to the effective date of such termination, Entel shall continue to perform under the Agreement unless specifically instructed by Triton to discontinue such performance. Entel will be entitled to Milestone Rates payable in accordance with Section 4 hereof, which accrue through the date of discontinuance of performance on the basis of activities preceding the discontinuance of performance.

9. CONSENT TO JURISDICTION

The parties hereby irrevocably (i) submit to the jurisdiction of any Pennsylvania state court or federal court sitting in the Commonwealth of Pennsylvania with respect to any suit, action, or proceeding relating to this Agreement or any related agreement, (ii) waive any objection which they may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum, (iii) waive the right to object that any such court does not have jurisdiction over them, and (iv) consent to the service of process in any such suit, action, or proceeding by the mailing of copies of such process to the parties by certified mail to the addresses indicated in this Agreement or at such other addresses of which the parties shall have received written notice. Nothing herein shall preclude any party from enforcing any judgment obtained in the Commonwealth of Virginia in any other jurisdiction.

10. CONDITIONS, REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties. The parties represent and warrant to

one another that they have full power and authority to enter into and perform this Agreement and that execution of this Agreement and their performance of their respective obligations hereunder do not and will not violate any agreement between either such party and any third party or any obligation of either such party to any third party, including, without limitation, any non-compete agreement or similar obligation.

B. Entel warrants that it has complied with all applicable federal, state, and local registration and licensing requirements to enable it to act as an independent contractor under the terms of this Agreement.

C. Entel has the skill necessary to perform the services required pursuant to this Agreement, and all Site Development Services provided by Entel shall be timely and performed in a professional manner and shall be of a high grade nature and quality, commensurate with that which is customary in the industry.

D. Each of the employees and subcontractors utilized by Entel for Site Development Services hereunder shall be of the highest professional skill and quality. At any time, Triton has the right to require the removal of any employee or subcontractor utilized or supervised by Entel, at Triton's sole discretion.

E. Entel shall pay all applicable local, state, and federal withholding and insurance amounts when due and shall comply with all applicable minimum wage requirements with respect to its employees.

- F. Entel will during the term of this Agreement maintain insurance policies sufficient to protect its business against all applicable risks. Without limiting the scope of the foregoing, Entel shall maintain: Commercial General Liability coverage in an amount of not less than \$1,000,000 per occurrence for bodily injury or death, personal injury, and property damage liability; and for all motor vehicles used by employees during the course of this Agreement, liability and property damage insurance in the amount of \$1,000,000. Entel agrees to name Triton as additional insured under the above coverages. Entel will secure and maintain all required insurance for its employees during the term of this Agreement. All subcontractors or other agents hired by Entel under the terms of this Agreement must adhere to the conditions contained in this paragraph, which shall be paid by subcontractor, and Entel shall provide Triton with a copy of said insurance. Entel shall provide Triton with evidence of such insurance prior to commencement of work under this contract and as otherwise reasonably requested by Triton.
- G. Covenants. The parties covenant and agree to use their best efforts to ----- cooperate with each other in the performance of their respective obligations under the Agreement and to take no action that will interfere with the performance by the other party of such obligations.

11. ASSIGNMENT

Assignment to Third Parties. Triton may freely assign its rights and ----- obligations hereunder. Except as specifically permitted herein, Entel may not assign or transfer any right, interest, or obligation hereunder to any third party without the express written consent of Triton, such consent not to be unreasonably withheld or delayed; provided, however, Entel may freely ----- assign this Agreement to any affiliate of Entel upon written notice to Triton. Any purported assignment in violation of this Section shall be void.

12. INDEMNIFICATION

- A. Except as a result of Entel's gross negligence or willful misconduct, Triton agrees to defend and indemnify Entel for and hold it harmless from any and all claims, actions, damages, or other liabilities (including reasonable attorneys' fees) incurred by Entel as the result of any act, error, omission, non-performance by negligence, or wrongful act of Triton arising directly out of the performance of this Agreement.
- B. Except as a result of Triton's gross negligence or willful misconduct, Entel agrees to defend and indemnify Triton for and hold it harmless from any and all claims, actions, damages, or other liabilities (including reasonable attorneys' fees) incurred by Triton as the result of any act, error, omission, nonperformance by negligence, or wrongful act of Entel arising directly out of the performance of this Agreement.

13. MISCELLANEOUS

- A. Choice of Law. The Agreement shall be governed by and construed in ----- accordance with the laws of the Commonwealth of Pennsylvania, excluding the conflict of law provisions thereof.
- B. Notice. All notices or other communications hereunder shall be in ----- writing and shall be deemed to have been duly delivered and effective upon receipt if personally delivered, or on mailing if mailed by prepaid overnight express service, addressed to the following (or other addresses as the parties hereto may designate):

to Triton,
to:
Triton PCS, Inc.
Drive, Suite 125
Malvern, PA 19355
Attn: President

and
Triton PCS, Inc.
9211 Arboretum Parkway
Richmond, VA 23236
Attn: General Manager

If to Entel,
to:
Entel Technologies, Inc.
1110 North Glebe Road, Suite 850
Arlington, VA 22201
Attn.: Chief Financial Officer

- C. Entire Agreement. This Agreement constitutes the entire agreement of

the parties with respect to the subject matters addressed, and shall
supersede any and all prior negotiations, understandings, and
agreements with respect hereto.
- D. Modification. This Agreement may be amended only by a written

instrument executed by an officer or authorized representative of each
of the parties.
- E. Binding Effect. The Agreement shall be binding upon and enforceable by

and inure to the benefit of the successors, assigns, and transferees
of the parties.
- F. Further Assurance. The parties shall execute and deliver such further

instruments and perform such further acts as may reasonably be
required to carry out the intent and purposes of this Agreement.
- G. Severability. In case any term of this Agreement shall be held

invalid, illegal, or unenforceable in whole or in part, neither the
validity of the remaining part of such term nor the validity of the
remaining terms of this Agreement shall in any way be affected
thereby.
- H. Headings. All section and paragraph titles or captions contained in

this Agreement are for convenience only and shall not be deemed part
of the text of this Agreement.
- I. Pronouns. All pronouns and any variations thereof shall be deemed to

refer to the masculine, feminine, neuter, singular, or plural as the
context may require.
- J. Counterparts. This Agreement may be signed in any number of

counterparts, each of which shall be considered an original and all of
which taken together shall constitute one and the same instrument.
- K. Waiver. The failure of either party to insist upon strict performance

of any obligation hereunder, irrespective of the length of time for
which such failure continues, shall not be a waiver of such party's
right to demand strict compliance in the future. No consent or waiver,
express or implied, to or of any breach or default in the performance
of any obligation hereunder shall constitute a consent or waiver to or
of any other breach or default in the performance of the same or any
other obligation hereunder.
- L. Confidentiality. In order to permit Entel to perform its obligations

hereunder, Triton may from time to time disclose to Entel confidential
or proprietary information of Triton ("Confidential Information").
Entel shall use all Confidential Information solely for the purpose of
performing its obligations to Triton under this Agreement, and shall
keep confidential and not disclose to any other person, other than
employees or agents of Entel who agree to be bound by an equivalent
undertaking, any Confidential Information. The foregoing restrictions
shall not apply to any Confidential Information:

- i. which is made public by Triton or which otherwise is or hereafter becomes part of the public domain through no wrongful act, fault, or negligence on the part of Entel;
- ii. which Entel can reasonably demonstrate is already in Entel's possession and not subject to an existing agreement of confidentiality;
- iii. which is received from a third party without restriction and without breach of an agreement with Triton;
- iv. which is independently developed by Entel as evidenced by its records; or
- v. which Entel is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision hereof; provided, however, that, to the extent that it may lawfully do so, Entel shall first have given notice to Triton and given Triton a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

14. EFFECTIVE DATE

Notwithstanding anything herein to the contrary, Triton shall have the right to terminate this Agreement upon written notice to Entel if Triton has not acquired the PCS Licenses for the Service Area from AT&T provided, -----
 however, that if Triton fails to obtain such PCS Licenses for the Service -----
 Area from AT&T, then Triton shall pay to Entel all professional fees and out-of-pocket expenses incurred by Entel, in accordance with the payment terms under Section 4, prior to Entel's receipt of notification from Triton of Triton's failure to obtain the PCS Licenses.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

| | |
|------------------------------------|--------------------------------|
| TRITON PCS, INC. | ENTEL TECHNOLOGIES, INC. |
| By: /s/ Steven R. Skinner ----- | By: /s/ John T. Vento ----- |
| Name: Steven R. Skinner ----- | Name: John T. Vento ----- |
| Its: President ----- | Its: President ----- |

ATTACHMENT A

Scope of Work

SERVICES: To enable Triton to develop, deploy, and deliver its PCS network, Entel has been engaged to perform various Site Development Services as more specifically described in the Attachments to this Attachment A ("Services").

| Work Item ----- | Attachment ----- |
|-------------------------|---------------------|
| Pre-zoning | A-1 |
| Pre-Design | A-2 |
| Site Selection | A-3 |
| Site Acquisition | A-4 |
| Site Survey | A-5 |
| Zoning | A-6 |
| Building Permit | A-7 |
| Phase One/NEPA | |
| Environmental Screening | A-8 |
| Project Reporting | A-9 |
| Geotechnical Report | A-10 |
| FAA Survey | A-11 |
| Construction Management | A-12 |
| Project Management | A-13 |
| Materials Management | A-14 |

DEFINITIONS: For purposes of this Agreement, the following words will have the following meanings:

"Building Permit Milestone" means completing to the reasonable satisfaction of Triton all Building Permit Services described in Attachment A-7.

"Deliverables" mean any items or work product arising from the performance of Entel's Services under this Agreement and delivered to Entel, including letters of intent, leases, purchase agreements, zoning authorizations, building permits, soil, environmental,, title and site reports and studies, drawings, status reports and similar data, as are to be provided by Entel under this Agreement.

"PCS" Equipment means Triton's towers, antennas, and related equipment necessary to deploy and deliver PCS from Sites in the MTA/BTA covered by this Agreement.

"RF" means Wireless Facilities, Inc.

"Construction Commencement Milestone" means completing all Phase One/NEPA Environmental Project Reporting, Geotechnical Reports and FAA Survey services described in Attachments A-8 through A-11.

"Construction Completion Milestone" means completing all Construction Management, Project Management Services and Materials Management set forth in Attachments A-12 through A-14.

"Lease Milestone" means completing all Site Selection and Site Acquisition services set forth in Attachments A-3 through A-4.

"Site Survey Milestone" means completing all Pre-Zoning and Pre-Design services set forth in Attachments A-1 through A-2.

"Zoning Milestone" means completing all Site Survey and Zoning Services set forth in Attachments A-6 through A-7.

Work Order Pursuant To
Microwave Relocation Services Agreement
Between Triton PCS, Inc. and Entel Technologies, Inc.

WORK ORDER NO.: 8

Triton PCS, Inc. ("Triton") hereby requests that Entel Technologies, Inc. ("Entel") provide the microwave engineering services (the "Services") set forth below, pursuant to the Microwave Relocation Services Agreement (the "Agreement") dated February 11, 1998, between Triton and Entel according to the following terms:

1. BTA Assignment:

The engineering services requested in this work order involve microwave paths identified in the spectrum sharing studies associated with Work Orders #3 and #6. However, paths that were also identified in the spectrum sharing studies associated with Work Order #1 are excluded from this list.

2. Assigned Services:

Entel shall perform Microwave Relocation Services Phase I, Market Relocation Analysis for the [***] microwave paths listed on Attachment A to this Work Order.

3. Compensation:

Triton shall compensate Entel in accordance with the pricing terms included in the Microwave Relocation Services Agreement as listed in Attachment A.

4. Payment Schedule:

Triton shall compensate Entel in accordance with the payment schedule set forth in Exhibit II of the Agreement.

5. Pass Through Expenses:

[***] in completing the services requested in this work order.

6. Commencement of Services:

Entel shall commence performance of the Services immediately upon full execution of this Work Order.

7. Incorporation of Work Order:

This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

TRITON PCS, INC.

ENTELE TECHNOLOGIES, INC.

/s/ Shekhar Deshpande

/s/ Mark W. Carter

Shekhar Deshpande

Mark W. Carter

Print Name

Print Name

VP - Engineering 4/19/99

Director - Fixed Network Eng. 4/16/99

Title Date

Title Date

* Confidential treatment Requested

Pre-Design

1. Entel will identify and catalog all potential sites available to Triton from site providers that previously leased space to an Entel client or expressed an interest in leasing space to Entel ("Friendly Sites").

Site Selection

1. RF will issue a search ring based on its preliminary design (such design will consider Friendly Sites).
2. RF will deliver search rings to Triton, which will then issue search rings to Entel.
3. Entel must [***] to [***]. If Entel [***].
4. Entel will identify [***] potential candidates for each search ring within [***] after receipt of the search ring from Triton. Entel shall have an additional [***] to identify potential candidates for additional search rings if Triton has delivered more than [***] search rings to Entel within a calendar week. If [***] such candidates are not available, Entel will furnish to Triton a written explanation of Entel's reason(s) why unavailable.
5. Triton will approve or reject candidates or re-design a search ring at Triton's option.
6. Entel will utilize necessary resources to comply with Triton's established scheduled time lines in accordance with Section 6 of the Agreement.
7. Entel will provide search ring reports containing the following minimum information:
 - A. BTA
 - B. Site name
 - C. Acquisition Agent
 - D. GPS coordinates
 - E. Site locale
 - F. Site address or exact location if address unavailable
 - G. 4 photos taken from site (photos should be taken for a 360 orientation for a rooftop site)
 - H. 4 photos taken of the site
 - I. Name of site owner and manager and address (if applicable)
 - J. Lessor's name and address
 - K. Proposed monthly lease rate/purchase price/term
 - L. Physical data (overall structure height, height(s) available to mount antennas, space available for Triton's electronic equipment, distance for coax from antennas to equipment, tower manufacturer and type, primary use of structure, etc.) Additional specifics will be required as needed by Triton.
 - M. Presence of transmitters, receivers, or antennas visible in the area including operating frequencies, photographs
 - N. Indicate if space available is/has:

| | |
|---|---|
| <ul style="list-style-type: none"> . clean . phone circuits . ventilation . loading dock . pest infestation . air conditioning . emergency power . moisture/water | <ul style="list-style-type: none"> . 24 hrs/7-day access . elevator to equipment room . adjacent or nearby man-made or natural obstructions . transmitter shelter area - provide drawings . describe exact dimensions and locations . electrical service available . map with street level detail showing site location . additional information to assist with site evaluation |
|---|---|

* Confidential Treatment Requested

Site Acquisition

Entel shall coordinate closely all site acquisition work with any Third Party.

1. If the site is to be acquired by lease, Entel will be responsible for securing proper execution by the site owner/landlord of the appropriate form of lease with respect to each proposed site. Entel must [***] to [***] to [***] and will use [***]. Entel will also use [***].
2. Due diligence with respect to title of all sites to be acquired by Triton (by lease, purchase, or otherwise) shall be performed at the option of Triton as follows:
 - a. acquire an ownership and encumbrance report ("O&E Report") from a nationally known title insurance company satisfactory to Triton which sets forth the same information as required for an ALTA title insurance policy described below relating to the proposed site (to the extent ascertainable by the title company);
 - b. acquire an ALTA title insurance policy on ground leases, insuring that Triton is the owner of the leasehold estate created by the lease covering the site in question, such policy to be issued by a nationally recognized title insurance company acceptable to Triton and to be in such amount and to contain such exceptions to title as are satisfactory to Triton in Triton's sole discretion, and in this regard the title insurance requirements to be followed by Entel with respect to the insuring of the leasehold shall be substantially the same as the title insurance requirements set forth in this Scope of Work for purchase of sites below ;
 - c. perform or coordinate with the subcontractor or third party ("Third Party") to ensure that all applicable due diligence tests and studies have been performed prior to Triton executing the lease to determine to Triton's reasonable satisfaction that the proposed site is suitable for Triton's intended use of it, including, but not limited to:
 - . soil suitability and compaction testing in accordance with Attachments A-10 and A-11 with respect to ground lease sites and vacant land sites only; and
 - . an asbestos survey with respect to sites where Triton's electronic equipment will be located on or in existing improvements constructed prior to 1980, and
 - . a Phase I environmental assessment with respect to ground lease sites, switch sites, and vacant land sites.

In addition, the following tasks shall be performed and confirmed in writing by Entel, or Entel shall coordinate with a Third Party to perform and confirm in writing:

- . legal access to the site;
- . adequate utility service available to the site consistent with specifications provided by Triton to Entel;
- . necessary building permits or other required governmental approvals relating to the construction and installation of Triton's equipment or other improvements at the site;
- . no easements, conditions, restrictions, liens, or other matters exist of record which negatively impact Triton's ability to use the site for its intended purposes, and that there are no delinquent taxes or assessments;

* Confidential Treatment Requested

(continued)

- . proper zoning for Triton's intended use or whether a zoning change or variance will be necessary;
 - . detailed construction drawings and plans and specifications for all improvements to be constructed or located upon the site obtained by Entel;
 - . resolutions or other appropriate authorizations or consents pertaining to the due execution and delivery of the lease in question by the lessor/owner of the site.
- e. If the site is to be acquired by purchase, Entel shall additionally
- . complete all due diligence items to Triton's reasonable satisfaction which are conditions to Triton's purchase of a site as set forth in a purchase agreement (which is to be substantially in the form provided by Triton to Entel), including, without limitation, all requirements and conditions pertaining to title insurance, survey matters, soil testing, environmental compliance, governmental authorizations and approvals relating to the development of the site for Triton's intended use of it, the availability of adequate utility service and legal access to the site, and any other matters permitted by the terms and provisions of a purchase agreement to enable Triton to reasonably determine whether the site is suitable for Triton's intended use of it;
 - . collect from the seller of the site for delivery to Triton all documents, surveys, drawings, and other information pertaining to the site which the seller is required to deliver to Triton pursuant to the terms of a purchase agreement;
 - . provide preliminary closing statement figures to Triton with respect to the purchase of the site not less than ten (10) days prior to the projected closing date; and
 - . assure that all requirements of the title company with respect to the issuance of its policy of owner's title insurance are satisfied prior to the closing date to the extent feasible, but if Triton completes the purchase of a site with outstanding title requirements unsatisfied, and Entel has so advised Triton in writing thereof, then Entel has no liability or responsibility to Triton with respect to any such unsatisfied requirement.

SITE SURVEY

1. Entel will obtain and deliver to Triton an ALTA/ACSM minimum standards survey with such additional items as may be required by Triton, certified by a licensed surveyor, and site plan/architectural drawings required by local zoning authorities. (Entel may subcontract this work locally.) Survey drawings shall include, without limitation:
 - a. site name and number;
 - b. legal description of parcel, access road easement and utility easement;
 - c. relationship of site parcel to adjacent property boundaries by distance and direction;
 - d. site parcel and adjacent parcels by map and parcel number, by deed book and page, and by ownership;
 - e. name, telephone number, and address of surveyor and office contact;
 - f. the location of all matters described in recorded instruments affecting the site if capable of being shown on a survey;
 - g. results of flood plain determination.
2. Entel will secure and deliver to Triton any required survey plats, mylars, exemption plats, or other survey documents required along with any required signatures.

ZONING

1. Entel will prepare and submit all zoning applications and appeals with required drawings and other related materials and it will obtain any required zoning approval.
2. Entel will attend all required hearings and represent Triton at Triton's request.
3. Entel will determine needed compliance with any subdivision regulations for purchased sites.
4. Entel will involve legal counsel only in zoning situations in which Triton agrees legal representation is warranted.
5. Entel will provide staffing, at its expense, and the necessary associated equipment to scan photographs into a document format. If further enhancement is required to create special presentation quality materials for a landlord or zoning approval, Triton agrees to the use of a Third Party at its specific approval and expense.

ATTACHMENT A-7

BUILDING PERMIT

1. Entel shall apply for, coordinate/track, and obtain building permit.

PHASE ONE/NEPA ENVIRONMENTAL SCREENING

Within a reasonable period after Triton has approved a primary site candidate for a search ring:

1. Entel agrees that within its scope of work shall be included a comprehensive investigation and completion of NEPA checklist for all actual or potential federal, state, local, or other jurisdictional environmental requirements, including, but not limited to, the SARA Title II and Federal Communications Commission regulations regarding Environmental Assessments (e.g., FCC Rules on Environmental Impact, 47 C.F.R. 1.11307) referred to as "Environmental Screening." Triton shall complete, execute, and submit a fully executed original NEPA Checklist for each site. The NEPA Checklist shall be in the form acceptable to Triton and shall include, without limitation, whether a proposed site:
 - a is located in an officially designated wilderness area;
 - b is located in a designated wilderness preserve;
 - c may affect threatened or endangered species or their habitats;
 - d may affect sites listed on the National Register of Historic Places;
 - e may affect Indian religious sites;
 - f is located in a flood plain;
 - g may involve a significant change in surface features;
 - h whether an antenna tower to be equipped with high intensity white light would be located in a residential neighborhood.
2. Entel agrees that it shall engage an environmental consultant to perform a Phase One Environmental Assessment ("Phase One") in accordance with Triton standards. The results of such assessment shall be delivered to Triton in writing.
3. At Triton's option, Entel will coordinate activities required to complete the Environmental Screening requirement on radio frequency emissions to determine whether the proposed facilities are located where an operator or transmitter would cause human exposure to levels of radio frequency radiation in excess of the limits specified in Subsections 1.1310 and 2.1093, 47 C.F.R. (Applications to the FCC for construction permits, licenses to transmit or renewals thereof, equipment authorizations, or modifications in existing facilities must contain a statement confirming compliance with the radio frequency limits unless the facility, operation, or transmitter is categorically excluded as discussed in Subsection 1.1307. Technical information showing the basis for this statement must be submitted to the FCC upon request.) This particular Environmental Screening requirement shall be sufficient to uncover the impact or potential impact of any such jurisdictional requirements, including, but not limited to, regulatory filings, hearings, approvals and/or fees, site sampling, testing, or relocation of the site requirements.
4. Entel agrees that the results of any and all Environmental Screening and Phase One performed Third Party shall be reported to Triton. Entel acknowledges that the timely reporting of such information may influence the site acquisition decision, and Entel shall pro-actively work in good faith with Triton to arrive at the optimal site acquisition decision in light of such information. Entel agrees to seek indemnification for Triton from the Third Party for any costs, including reasonable attorneys' fees associated with any environmental remediation, fine, or other penalty imposed on Triton as the direct or indirect result of Third Party's failure to detect such impact or requirement as described in this Attachment A-8. Should Entel not obtain this indemnification for Triton in the Entel/Third Party agreement, Entel agrees to indemnify Triton for any costs, including reasonable attorneys' fees associated with any environmental remediation, fine, or other penalty imposed on Triton as the direct or indirect result of Third Party's failure to detect such impact or requirement as described in this Agreement.

Project Reporting

1. Entel will provide Triton with weekly reports showing project status. This status report will be put into a format acceptable to Triton. Report information will be transmitted to Triton via electronic means. Each status report must include all the following items. Next to each task must be included the date it was completed or the expected date of completion.

- a BTA name
- b Cell name
- c Grid ID
- d Site ID
- e Acquisition received search ring
- f Search area report delivered to RF
- g Site approved by RF, Entel & Triton
- h Draft lease/option delivered to Triton
- i Legal review of lease/option complete
- j Lease execution
- k Lease memo recorded
- l Loading study complete
- m Survey and site plan complete
- n Soil borings complete
- o Flood way investigation complete
- P Lien and title insurance complete
- q Phase I NEPA checklist complete
- r Zoning approved
- s Building permit obtained
- t Property closed
- u Site released to construction
- v FAA approval
- w Construction started
- x Construction completed
- y Summary report of number of sites at each above stage by completion

2. Additional items to report may be added to the above list as reasonably determined necessary by Triton.

1. Entel will use Third Party to obtain geotechnical report for applicable land sites. Geotechnical report shall be completed in accordance with Triton standards and laws of any applicable jurisdiction.

Attachment A-11

1. FAA Surveys are to be coordinated and tracked by RF, except as otherwise specified by Triton.

Construction Management

y) Pre-Construction Planning

In support of the pre-construction planning requirements, Entel will complete the following activities:

10. Receive in a recordable form a Memorandum of Lease and any Subordination and Non-Disturbance Agreements for signature by applicable parties, substantially in forms provided to Entel by Triton.
20. Conduct construction feasibility assessments with all applicable subcontractors to assess construction costs, identify potential problems, and develop the most efficient design for each of Triton's sites. Coordinate the production and review of all construction drawings to ensure compliance with Triton's specifications and requirements.
30. Coordinate and manage new service requests, field surveys, and the installation of power and telephone service to ensure that new utility service is supplied on time and in compliance with Triton's specifications. Act as a liaison with local building jurisdictions to ensure that construction permits are expedited and that questions are answered or additional information is provided as required.
40. Qualify and select Construction Subcontractors. Develop and deliver request for quotation packages and systematically evaluate the responses. Each subcontractor is required to participate in a thorough qualification process during which Entel will ensure that each is fully insured and has obtained all required local, state, and federal licenses and certifications. Review safety programs and records, references, and the financial viability of all subcontractors. Coordinate subcontractor's selection activities with Triton.
50. At Triton's request and additional expense (i) procure materials and supplies from wireless industry suppliers and manufacturer and (ii) implement a customized inventory management system, designed to effectively control material orders and their distribution.
60. Develop a Master Construction Plan that includes a detailed schedule for each of Triton's sites. Entel shall continuously monitor and update to ensure compliance with project milestones.

6. Construction Execution

In support of construction execution, Entel will:

10. Conduct pre-construction meetings with subcontractors, property managers, and utility service providers to ensure that construction objectives, property owner concerns, and site-specific requirements are understood and agreed upon by all parties involved in the buildout of Triton's network.
20. Provide on-site supervision of all construction activities to minimize disruption to property owners and to ensure adherence to construction specifications and standards, and complete construction in compliance with Triton's construction schedule.

2. Quality Assurance

As part of its quality assurance services, Entel will:

1. Conduct a thorough quality assurance inspection upon completion of each site, ensuring that each of Triton's punch list items is resolved within 48 hours.
2. Coordinate and attend site inspections with all local building department representatives.
3. Prepare detailed as-built drawings that accurately reflect the installation at each site.
4. Close out each site by compiling and providing Triton with a comprehensive site completion package. This package will create an historical record of everything related to the construction of the site and includes, without limitation, site identification data, construction permit documentation, material reconciliation construction test results, site photographs, and as-built drawings.

Project Management

Entel will provide the following services:

1. Develop and implement a thorough deployment plan which tracks all activities associated with site acquisition and construction management for each site. The deployment plan will clearly articulate schedule dependencies and critical path elements, identify the allocation of resources, and update regularly to reflect the actual deployment.
2. Implement a quality assurance program which ensures that all activities are performed to the highest quality standards.
3. Utilize a comprehensive cost accounting system which will include, at a minimum, procedures for conducting financial transactions, financial tracking and management, and comprehensive financial reporting.
3. Implement comprehensive reporting mechanisms so that detailed site progress is tracked on a daily basis and complete reports are provided when required by Triton.
5. Implement a comprehensive filing system which ensures that all relevant site information is organized and available. Utilize electronic means whenever possible.
6. Manage and coordinate interactions between site acquisition and site construction. Ensure that both formal and informal communications between these Milestone Services are effective and in the best interests of Triton. Manage and coordinate interactions among site acquisition and construction management and other disciplines involved in the system deployment (e.g., RF engineering, network engineering, marketing). Ensure that both formal and informal communications among these disciplines are effective and in the interest of Triton.

MATERIALS MANAGEMENT

Entel will provide the following services:

1. Provide Procurement Coordinator(s) at the Triton Project office that will be responsible for all material take-offs, ordering, tracking, coordination of deliveries, and processing of invoices for all material related to the construction of the sites. Triton will order the radio equipment.
2. Use primary vendor(s), selected by Triton, to order all standard material for the construction of the sites.
3. Obtain no less than [***] bids from manufacturers of custom and additional items such as electrical, masonry and roofing materials and miscellaneous hardware.
4. Develop detailed bills of material for each site.
5. Present the bills of materials to Triton for review, approval and issuance of a purchase order.
6. Place the order with the supplier using the purchase order generated by Triton.
7. Track the status of the order using both the suppliers material management system and internal project scheduling.
8. Coordinate the time and place for the delivery of material among all parties and schedule appropriate personnel and equipment needed to accept the shipment.
9. Manage back-up material stock, provided by the vendor at a location designated by triton.
10. Ensure that adequate security measures are taken to prevent the loss of materials once they are delivered to the site.
11. Accept and verify the shipments by comparing the original order and the packing slip.
12. Accept, compile and maintain all packing slips (or other form of verification), invoices and other related documents.
13. Review and approve all material invoices for submittal to triton in site invoice packages that include the invoice, a copy of the purchase order and packing slips or other form of verification for final approval and payment by Triton.
14. Provide in the Completed Site Package a form detailing the types and quantities of materials used on the site.

* Confidential Treatment Requested

Critical Dependency Schedule

Recognizing the benefits to both parties that Entel satisfy the Site Development Services Schedule of Attachment B, Triton and Entel agree to exert all commercially reasonable efforts to meet the Critical Dependency Schedule set forth below. Notwithstanding the above, Entel agrees that the Critical Dependency Schedule is non-binding to Triton and its purpose is to illustrate ideal response time. Entel further agrees that any failure to meet the Site Development Services Schedule of Attachment B cannot be overlooked simply by Triton's failure to meet the Critical Dependency Schedule, as set forth in this Attachment B-1, unless Triton's failure is frequent and significantly delinquent.

For purposes of this Critical Dependency Schedule, "Site agreement" means an option to lease or purchase a Site from a site Owner, or a lease for a Site from a Site Owner entitling Triton to accept such lease under the terms and conditions negotiated and approved by Triton and/or to terminate such lease under the termination provisions of such lease.

| Item | Time Frame (in business days) |
|--|---|
| a) Triton to provide Entel with Triton's preliminary acceptance or rejection of Friendly Sites as identified by Entel under Attachment A-2 | [***] after Entel completes Pre-Design in section 2 of Scope of Work; if more than [***] friendly Sites are identified to Triton by Entel in any [***] period, Triton shall have an additional [***] to provide Entel with Triton's preliminary approval or rejection of each friendly Site exceeding [***], and [***] additional days for any exceeding [***] in such period. |
| b) Triton to provide Entel with Triton's preliminary acceptance or rejection of search ring Sites identified by Entel under Attachment A-2 | [***] after delivery of Site information to Triton by Entel ([***] if Triton considers it appropriate to radio-test the Site, with such [***] days to begin after access to Site is available); if more than [***] friendly Sites are identified to Triton by Entel in any [***] period, Triton shall have an additional [***] days to provide Entel with Triton's preliminary approval or rejection of each friendly Site exceeding [***], and [***] additional days for any exceeding [***] in such period. |
| c) Triton to redesign search ring or area where no suitable Sites found (unless redesign is impracticable, in which case Triton shall so advise Entel that no redesign is necessary) | [***] days after request to do so by Entel. |

* Confidential Treatment Requested

| Item | Time Frame (in business days) |
|--|--|
| d) As each Site is preliminary accepted by Triton, Triton to communicate to Entel its (Triton's) comments/revisions, if any, to Site Owner's conditions for site agreement(s) for Site | [***] days after receipt of site agreement terms of Site Owner (if more than [***] site agreements are received by Triton in any [***]-day period, Triton shall have an additional [***] days to communicate its comments to Entel for each site agreement received in such period exceeding [***], and [***] additional days for any exceeding [***] in such period). |
| e) * As to site agreements finally satisfactory to Triton and Site Owner, Triton to execute site agreements (with intention of parties that Entel will then commence in full its due diligent services as set forth in Attachments A-1 through A-8, or sooner if requested by Triton) and Triton may also perform due diligence to ascertain Site feasibility, etc. and at any time Triton determines Site is not feasible, Triton may terminate any such site agreement, and such site will not be deemed an acquired Site. | [***]days after submission to Triton by Entel of site agreements (for each site agreement requiring an initial or upfront payment exceeding [***], Triton has a total of [***] days to obtain its execution). |
| f) * Triton to give Entel all of Triton's objections/comments on title report for Site | [***] days after submission to Triton by Entel of title report (if more than [***] title reports are received by Triton in any [***]day period, Triton shall have an additional [***] days to give objections/comments on each report exceeding [***]). |
| g) * Triton to give Entel documents needed to cure title objections for Site (or notice that no documents are satisfactory to Triton for curing such objections) | [***] days after Entel provides Triton with objection. |

* Confidential Treatment Requested

| Item | Time Frame (in business days) |
|--|---|
| h) Triton to give Entel approval or disapproval (and reasons for purchase orders/bids submitted to disapproval) of subcontractors of Entel and purchase orders or bids obtained from time to time by Entel | [***] days (as to subcontractors and Triton by Entel upon or within [***] days after execution by Triton of this Agreement), and [***] days (as to subcontractors and purchase orders/bids submitted to Triton by Entel anytime [***] or more days after Triton's execution). |
| i) i. Triton shall provide Entel all "General Forms" defined and listed on Attachment G hereto | [***] days after initial term commences. |
| j) Triton shall provide Entel with description of not less than 80% of Triton's desired initial MTA coverage objective | [***] days after initial term commences. |
| k) Triton shall provide Entel with a description of the balance of Triton's desired initial MTA coverage objective | [***] days after initial term commences. |
| l) Triton shall provide Entel with general physical equipment specifications | [***] days after execution of this Agreement. |
| m) Triton to provide to Entel all pertinent Site building permit information involving vendors that Entel does not have direct control over | [***] days after Entel's request for such information, and provided Triton has determined such Site is practical for Triton's effective delivery of PCS from such site. practical for Triton's effective delivery of PCS from such Site. |

The foregoing Time Frame(s) is on a [***] for [***].

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Attachment C

Triton Standard Hourly Rates

| Position | Hourly Rate |
|--------------------------------------|-------------|
| Corporate Staff | |
| Chief Executive Officer | \$ [***] |
| President | \$ [***] |
| Account Manager | \$ [***] |
| Program Management Specialist | \$ [***] |
| Office Manager | \$ [***] |
| Account Clerk | \$ [***] |
| Site Acquisition Staff | |
| Project Manager | \$ [***] |
| Site Acquisition Team Leader | \$ [***] |
| Site Acquisition Specialist | \$ [***] |
| Site Acquisition Project Coordinator | \$ [***] |
| Zoning Manager | \$ [***] |
| Legal Assistant | \$ [***] |
| Database Administrator | \$ [***] |
| SA Administrative Assistant | \$ [***] |
| Construction Staff | |
| Construction Manager | \$ [***] |
| Construction Supervisor | \$ [***] |
| Construction Project Coordinator | \$ [***] |
| Utility Permit Coordinator | \$ [***] |
| CM Administrative Assistant | \$ [***] |

* Confidential Treatment Requested

WFI, Inc.

SALES AGREEMENT FOR PRODUCTS & SERVICES

Sales Agreement NO. #001

DATE: April 19, 1999

Integrated Ventures, LLC.
8880 Rio San Diego Drive, Suite 800
San Diego, CA 92108

This Sales Agreement, effective 4/20/99, is between Integrated Ventures, LLC, a California Corporation ("IV"), and WFI ("Client"). This order, in conjunction with the general agreement named above, sets forth the terms and conditions for the following work as described below

I. Description of Product and Services:

A. Product:

PRODUCT DESCRIPTION:

The Integrated Venture's Project Tracking System is a software tool designed to help top level managers build wireless and other telecommunications networks easier and faster and to manage those networks on into the future. The Project Tracking System is made up of two (2) different components, the Project Tracker, and the Cost Management System. Each of the components can be integrated for data sharing or used independently.

The Project Tracker provides:

- . Project Management Tools
- . Task Scheduling
- . Core Site Data Storage
- . Project Reporting

This product offers the manager weekly reports that will help by tracking and monitoring all of the critical variables and milestones involved with the deployment of a network. The program allows a manager to monitor the deployment of multiple market areas. It allows you to generate, analyze and create reports with a minimum amount of work. The scheduling feature makes it easy to plan and manage projects by giving you the ability to forecast the start and finish dates of key milestones. It also provides the ability to report on the performance of specific vendors. By tracking the duration of specific tasks, you are able to identify those vendors that are not operating at optimum performance.

The Cost Management System provides:

- . Invoice Authorization
- . Electronic Billing
- . Invoice Tracking
- . Budget Development and Tracking
- . Cost Reporting

This product provides a means for tracking project costs. It allows the user to authorize project costs based on the actual progress and milestone completion. It automates the billing process to reduce the amount of time required to manage the multiple invoices and data entry required to maintain an accurate record of project costs. It also allows for the Project Team to develop budgets based on company general ledger codes and track those budgets to actual expenditures.

B. Product Service with Sales:

1. Installation, Setup and Training - Phase I: Integrated Ventures will implement the Project Tracker System for one San Diego based Wireless Network Deployment project that WFI is undertaking. WFI is required to assign a resource throughout this process to work with the Integrated Ventures project manager. It is WFI's responsibility to deploy it to the other projects.
 - a) Project Plan Definition
 - b) Software Load:(Server and General | Project Based or Internally)
 - c) Step Definition
 - d) Team Integration
 - e) Training
 - f) Support for 30 days beyond training** WFI Project Implementation expenses not included
2. Enterprise conversion - Phase II
 - a) Project Plan Definition
 - b) Convert to Web Platform
 - c) Deliver Production System/Platform
 - d) Support for 30 days beyond delivery

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C. Stipulations and Conditions

1. If the IV Project Tracker is implemented at a WFI client site then expenses will be reimbursed by WFI as per the expense matrix below.
2. WFI will assign a project manager at the beginning of phase I that will be trained and assume the responsibility of the tracker once the Phase I is completed.
3. Once the WFI Tracker representative is trained in San Diego, it is the responsibility of WFI to support the field projects. This includes but is not limited to upgrades, maintenance, revisions and customer support.
4. The existing baseline will be frozen at the date the contract is executed. This frozen baseline will then be converted to a World Wide Web accessible system.
5. Sale of IV Project Tracker(C) as described in Section 1 A for telecommunications industry application only.
6. IV Project Tracker(C) Telecommunications application code becomes property of WFI for any and all telecommunications industry clients.
7. IV Project Tracker(C) frozen baseline remains the property of Integrated Ventures, LLC.
8. Integrated Ventures, LLC, agrees as a part of this sale not to sell, or reproduce code in any form or fashion within the telecommunications industry.
9. WFI and Integrated Ventures, LLC agree and understand that IV Project Tracker(C) baseline may be modified, sold, developed, licensed and used by Integrated Ventures, LLC in all other non-telecommunications industries.
10. WFI understands that Integrated Ventures, LLC will continue to service all current and preexisting IV Project Tracker(C) clients and a list of such clients will be provided. All current and preexisting clients have been mutually agreed as described in attachment 3.
11. Integrated Ventures, LLC and Reliant Ventures, Inc. retain the right to continue and complete IV Project Tracker(C) services and sales to current and preexisting clients. (See Attachment 3) 12. Reliant Ventures, Inc. will refer WFI to current telecommunications clients for network development and maintenance project management services as appropriate.
13. WFI will refer Reliant Ventures, Inc. and Integrated Ventures, LLC to current telecommunications management for executive management consulting and executive management placements, strategic information technology consulting, Oracle database, tools and application sales and technology consulting services as appropriate.
14. WFI agrees to purchase Oracle exclusively from Integrated Ventures, LLC provided pricing is competitive.
15. Integrated Ventures, LLC will transfer the Property Management Module to WFI if the IT in a Box contract is signed for a minimum of a 1 year period, with a start date not later than 30 days from the date of this executed agreement, with the option for renewals for three years. If the contract is canceled at any point WFI agrees to pay Integrated Ventures, LLC. \$[***].00 for the

* Confidential treatment requested

Property Management Module. Integrated Ventures will not support the product. Stipulations 1 through 11 of this section of this agreement apply to the Property Management Module.

- 16. It has been communicated to WFI that a detailed specification exists for the Cost Module. A formal detailed specification for the Project Tracker does not exist, however Integrated Ventures, LLC will provide all Project Tracker specification documents on file within the directory structure on the delivered media of the project tracker.
- 17. Integrated Ventures will provide a reasonable update to the project tracker end user documentation. Documentation will be provided for the web version.

II. Schedule of Sale and Services:

| DELIVERABLE | DURATION (DAYS) |
|---|------------------------|
| 1. Installation, Setup and Training - Phase I | 30 Days from Signature |
| 2. Enterprise/Web Conversion - Phase II | 90 days |

The duration of the total project is will be determined upon commencement of signed Sales Agreement. A schedule will be maintained with the client to monitor and maintain the deliverables matrix.

Compensation:

FIXED FEE

| | Fees |
|--|---------|
| Integrated Ventures Project Tracker(C) Wireless Application Project Tracker Runtime Source Code for All Modules Custom MS Project Library | \$[***] |
| 1. Installation, Setup and Training - Phase I | \$[***] |
| 2. Enterprise conversion - Phase II | \$[***] |
| Sales Tax | \$[***] |
| TOTAL FEES: PRODUCTS AND SERVICES (Including Tax) | \$[***] |
| 2 Payment Schedule | |
| Due at commencement of Sales Agreement and delivery of CDROM media. | \$[***] |
| Mobilization Fee - Phase I | \$[***] |
| Due upon completion of Deliverables 1 of the Schedule of Services. | \$[***] |
| Mobilization Fee - Phase II | \$[***] |
| Due upon 50% completion of Deliverables 2 of the Schedule of Services. | \$[***] |
| Due upon 75 % completion of Deliverables 2 of the Schedule of Services | \$[***] |
| Due upon 100% completion of Deliverables 2 of the Schedule of Services. | \$[***] |
| Taxes due at commencement of Sales Agreement: | \$[***] |

IV. Invoices shall be sent to:

Client Name: WFI

Address:

V. This does not supersede the Notices Section in the Agreement, but for day to day operational matters, contact:

For Integrated Ventures: Chris Palmer For Client: _____

Phone Number: (619) 874-7187 Phone Number: _____

FAX Number: (619) 874-7189 FAX Number: _____

VI. Is Client reimbursing Integrated Ventures for Reimbursable Expenses? YES

*If or when yes, check the types of expenses to be reimbursed:

x Airfare: As required with written approval from Client

x Ground Transportation (taxis, tolls, parking fees, etc.)

x Rental/Lease Vehicle

x Lodging and meals

x Telephone

x Fax; Long Distance, Postage, Supplies

In Witness Whereof, the parties hereto have caused this Sales Agreement to be executed by their duly authorized representatives:

INTEGRATED VENTURES, LLC

WFI

Chris Palmer, President

Masood Tayebi, President

Name/Title

Name/Title

/s/ Chris Palmer

/s/ Masood Tayebi

(Print Name)

(Print Name)

4/20/99

4/20/99

(Date)

(Date)

Attachment 1

PROJECT PLAN
WEB ENTERPRISE DEVELOPMENT PLAN

1. INTRODUCTION

Project Overview

This document will describe the conversion of the Integrated Venture's Project Tracker and Cost Tracker software, to an Internet-based, multi-tiered enterprise system running on the World Wide Web and using an SQL database as the data store. Although the current Tracker has been used successfully in several cellular/PCS build-out's, the move to an enterprise-wide system using the Internet for communications is the next logical step.

The Tracker has recently undergone an extensive re-engineering effort to productize the application. Productizing means that the program logic and database have been separated from the specific terminology and field values that are specific to each project. Simply put, this means a single code base can be used to satisfy many clients with no programming changes. Each new client tailors the system to the way they use it and no custom programming is required.

This added flexibility was a necessary step before the conversion to the Web version and will simplify the process. The current database design, with some minor changes, will be directly portable to a more robust SQL database. The complex modules, such as the Scheduling Engine, have been carved out so they will be portable to objects running on the server. In short, the effort to re-engineer Project Tracker for the Web will require no fundamental conceptual redesign, only a porting to the unique environment of the Web, a task that is extensive already.

1.2 Assumptions

This document assumes that the initial port to Web technology will add no new functionality or feature to the system, other than those inherently required by this change. Although it is tempting to add many new features (some of which will be discussed later), it is recommended that the initial port keep the same feature set to minimize budgetary risks.

It must also be kept in mind that this reengineering will require a significant detail design phase in which some of the proposed methods or timeframes may change. Like many complex processes, software development projects contain many tradeoff's that must be ultimately be decided by the customer. A detail design will help identify those tradeoff's up-front and not allow them to appear during the costly construction phase. A good design will help ensure the end product meets the business goals and needs of the customer, not those of the developers.

1.3 System Background

Project Tracker is designed to manage the process of building a cellular and PCS telecommunication network. The defining attribute of this process is the large number of sub-projects, potential and final building site in this case, that have very similar tasks. Some of the features include:

- . Providing a data repository for search rings, candidate sites, and schedule
- . Providing a common framework measuring project progress and success
- . Act as a user-friendly front end to the scheduling engine of Microsoft Project
- . Managing all current tasks and projecting future task completion

-
- . Site level budgeting and cost analysis
 - . Electronic vendor invoice acceptance tied to cost structure and budgets
 - . High level corporate reporting
 - . Easy to use, sophisticated detail reporting
 - . Complete user control on setup, lookup tables, and tasks

The current Tracker application is written in Microsoft Access 97 and uses the Microsoft JET Database Engine. The JET Engine is the native database to Access and is in the 'desktop' database class. In addition, a third party program, Flipper Graphs, is used to create the charts and graphs.

Tracker is designed to run over a Local Area Network at each branch office and contains an export function to move the data to a corporate site. The corporate version imports the data from branch offices and can view data within or across the markets. While this design works well on a LAN, moving it to a Wide Area Network would cause excessive overhead and slow the application down dramatically.

1.4 General Benefits of Using the Web

Moving any application to the Web can have many benefits:

1. All data is centrally stored and managed by the Vendor.
2. New clients can be put online immediately. No cumbersome software installation process is required at the client sites. This will be particularly import for international clients.
3. The sales process is simplified by not requiring the client to install and support expensive database hardware and software. Web software can be viewed by any platform having a compatible browser.
4. The vendor realizes economies of scale in the hardware and software investment by running many clients on a single system.
5. Technical support is greatly simplified as all data and programs for all clients reside in a single location.
6. Users are able to easily access information from any location all that is required is an Internet connection and browser.
7. Upgrades are streamlined as all changes are done in-house and can be slip streamed into production systems with a minimum of interruption.

1.5 Specific Benefits of Having Project Tracker on the Web

1. Telecom projects tend to be geographically dispersed with branch offices separate from the corporate office. Centralizing the data allows for each office to manage their own data and schedules while providing real-time roll-up and system-wide information for the corporate office.
2. Telecom projects tend to be transient in nature and an investment in expensive server equipment and database software could be a barrier to sales. Providing immediate 'plug and play' functionality removes a significant barrier to sales.
3. Batching large numbers of schedules can be resource intensive and tie up users machines in a local are network. A Web design would centralize those functions at the server and allow for unattended batching at predetermined intervals.

4. Electronic invoicing is a natural fit for the Web. Vendors can enter site specific charges directly to the Web without having to use a complex import/export routine.

5. Corporate data will be real-time. Instead of an import at regular intervals, corporate user's can view the live data and make decisions with up-to-the-minute information.

2 PROJECT ORGANIZATION

2.1 Staffing Model

Developing web-based software requires software engineers with a variety of backgrounds and skills. Developing software for the Web is inherently different than standard Windows software in several respects. First, the component parts of the system, user interface, database, and program business logic are distinct disciplines often requiring different staff members. Some staff members are not required for the entire project but may participate for a percentage of the time.

User Interface

HTML programmers familiar with the intricacies and challenges of a web application create the user interface. User interface programming tools are much more limited, thus more difficult to program, than standard Windows software. Often, this person contributes to the overall look, feel, and flow of the system. In addition, the Web is a very graphic medium and typically requires someone familiar with a graphics program, such as Adobe Photoshop. It may also require the services graphic artist to design icons and logo's.

Database

Because the database is a separate layer from the program logic, a specialist in database creation and programming is required. Data access routines are moved to the database to ensure optimal performance. The database programmer works closely with the business logic programmer.

Program Logic

A programmer is required to create the business objects that act as glue between the user interface and the database. The business objects include data entry validation routines, Active Server Scripting routines, and specialty modules like the Project Scheduling module. This layer is critical in a Web application because the user interface, created in HTML, can only contain the most rudimentary logic.

Project Manager

Even more so than standard software, a Project Manager is required to oversee the process of tying the layers outlines above together. A good application starts with a strong design and incorporates the objectives and business practices of the organization. The design is then translated into a working program with the oversight of the Project Manager. The Project Manager also acts as the go-between for the programming staff and the customer.

Web Master

A Web Master will be required for a small amount of time to manage the directories and security required for a Web application. Project Tracker for the Web will require password protection and all users must have explicit access via an Access Control List (ACL) managed at the Web server location.

2.2 General Task Plan

The steps required for creation of the Web version are as follows:

Detail Design

Participants: Customer, Project Manager, Lead Programmer

Deliverable: Requirements Analysis and Detail Design Document

Percentage Time of Overall Project: 20%

This step involves meeting with the customer to determine general goals and requirements specific to the organization. Design and programming decisions involve trade-off between many factors. This initial design overview will help guide many of these decisions.

After these initial meetings, there will be enough information for a basic requirement document to be created. This will outline the general strategy and a crude resource requirement & timeline analysis. After presenting and refining the requirements document, the project manager and lead programmer will create a detail design document outlining the system flows, screens, tables and routines in a concrete fashion. Many screens will be prototyped so the customer can provide feedback on look and feel.

The Design Document will go through several iterations and refinements and will ultimately result in a much finer resource and timeline analysis. If successful, the Design document will provide a concrete look at what the final product will look like.

Construction Phase

Participants: Project Manager, All Programmers

Deliverable: Alpha Release

Percentage Time of Overall Project: 45%

This phase is the actual programming involved in bring the product to life. The Detailed Design document will guide the daily tasks and the Project Manager will track progress against the initial schedule. Any schedule deviations will be reported to the customer immediately and the schedule readjusted to reflect the delay.

During this phase, it is important for the Project Manager to meet with the customer on a regular basis to display progress and receive feedback. Often during this phase, the client proposes changes and additions to project and it is the Project Manager's job to analyze the request and communicate the impact on the schedule.

During the construction phase, the Project Manager designs a test plan for each module and does unit testing according to the plan. Modules will be tested and not considered complete until no Type 1 (critical, apparent) bugs can be found.

Unit Integration and Testing

Participants: Customer, Project Manager, All Programmers

Deliverable: Beta Release

Percentage Time of Overall Project: 10%

During this phase, individual modules are combined to create a working system. The customer participates in the testing at this point to provide feedback about system performance how meeting of expectations.

During this phase, the Project Manager creates the comprehensive test plan and runs multiple iterations until no Type 1 bugs can be found.

Beta Testing

Participants: Customer, Client, Project Manager, All Programmers

Deliverable: Version 1.0

Percentage Time of Overall Project: 20%

This important phase involves rolling the product out to a customer willing to use the system and provide valuable feedback about performance and results. This phase takes the application out of the laboratory and into the real world, where the development staff can receive direct feedback about how the product is used in the field. It is critical to line up a willing Beta client in advance that will spend the necessary time to test and provide feedback. The goal of this phase is to reconfigure any cumbersome or incorrectly designed modules, and remove any Type 2 (apparent) and Type 3 (multiple interaction) bugs.

Project Post Mortem

Participants: Customer, Project Manager

Deliverable: Final Documents

Percentage Time of Overall Project: 5%

2.3 Specific Tasks and Issues

Moving Project Tracker to the Web will necessitate changing how the overall application works. Below is a list of known changes that will be required.

. Database Upsizing

The current Access database must be moved to an SQL Enterprise database. This task is made easier by the fact that the current database design is about 90% sufficient for the conversion already. The final 10% has to do with adding keys and indexes to allow for multiple clients sharing a single database and segmenting all data retrieval to only return client specific information. A Microsoft tool to upsize the current structures to Oracle or SQL Server simplifies the physical task of moving the database structures to an SQL database.

. Data Retrieval Routines

Must data retrieval routines will be converted from Access/VB code and Access views to SQL Views and Stored Procedures. This will increase data throughput and allow for a clean separation between client (browser in this case) and database server. Separating client and server allows for maximum flexibility in future development. In addition, many if these data requests will be moved a Web Server data middle ware package like Active Server Pages or an equivalent.

. Individual Screen Design

Each screen must be redesigned and re-coded to fit the Web/browser model of database access. HTML, the language of Web user interface development, is somewhat rudimentary compared to the Windows environment. While this simplicity has proven a strength for speed and cross platform compatibility, it poses specific challenges for developers. Many data access and entry tools are not available in a pure HTML environment. For example the data grid, a spreadsheet like representation of multiple rows of data, can only be approximated in a pure HTML environment. These issues will be identified and dealt with in the design phase of the project.

. Data Validation Routines

These routines are embedded in the current Access code to ensure data integrity. In a Web environment, these routines will be re-coded as objects and run on the Web Server as server side validation routines. This is part of the middle tier in a Web environment.

. Module Routines

Similar to data validation, complex modules, such as Project Scheduling, will be moved out of the front end and into the middle tier and run as server side objects.

. Corporate Reporting Conversion

The corporate reports will be redesigned to run as a server side object. HTML report access screens must be created for executives to request the reports, then server objects will create the graphs and drill-down hot zones for the returned Web page.

ATTACHMENT II

This attachment reflects the initial design elements put into the Integrated Ventures Project Tracker

WHAT THE PROJECT TRACKER IS / DEFINITION / FEATURES

Search Rings

Catalog all site information and store every necessary piece of information for each site. Combine search ring and site information together, so you can view each site candidate within each search ring.

Site Information

Keep all the important site information in one place that is easy to access

Flag sites with difficult zoning conditions

View important site information directly on the screen, (site type, lat & longs, structure type, Zoning designation, etc)

Set controls to allow some users editing capability while others can only view information

To group sites by regions

Project Meetings

Easily update site status in project meetings

To manage vendors activities

Site Scheduling

To create their own list of tasks they feel is required to build a network

To determine which tasks are falling behind and which tasks are on schedule?

Set different baseline schedules for each site

To create a separate schedule for each site

To update a schedule as it changes from day to day

To view hundreds of Microsoft Project Schedules in one environment

Reporting

To track as many sites as desired

To create instant reports on progress for any grouping of sites or any task

To create reports by regions or markets

To view progress for an entire market or progress by an region within the market

To create a calendar of tasks that are due any given week

To create a project meeting report for the purposes of project meetings

Attachment 3

Current and Preexisting Clients:

The following has been mutually agreed.

Project Tracker Bids

Integrated Ventures, LLC will continue to market and attempt to close all current Project Tracker bids to Digitel/Swisscom and Robert's Wireless as well as the new bids for: Swisscom, Decision Management Associates and Wind Italia.

- 1) WFI, Inc. agrees to pay Integrated Ventures, LLC a sales commission of [***]% on gross profit.
- 2) Integrated Ventures, LLC receives first option for implementation.
- 3) Integrated Ventures will provide copies of current bids.

Current Clients

Integrated Ventures, LLC will continue with our full contract until the end of phase 4 for TritonPCS/Sun Com.

Preexisting Clients

Integrated Ventures, LLC will notify all preexisting clients that the software has been sold and they should go through WFI, Inc. for support or new versions. Clients that fall under this category are:

- 1) Alltel
- 2) Omnipoint-PCS
- 3) Pacific Bell/SBC

The following stipulations apply:

- 1) Integrated Ventures, LLC receives first option for implementation at a WFI, Inc. accepted bid price.
- 2) Integrated Ventures, LLC will provide copies of existing contracts.

* Confidential treatment requested

Attachment 4

WFI Project Tracker Media Listing

| | |
|--|--|
| \DATA DICTIONARY | Root Directory containing all Data Dictionaries |
| \DATA DICTIONARY\COST TRACKER | Data Dictionary of the Cost Tracker |
| \DATA DICTIONARY\PROJECT TRACKER | Data Dictionary of the Project Tracker |
| \DATA DICTIONARY\PROPERTY MANAGER | Data Dictionary of the Property Manager |
| \DOCS | Root directory containing all documentation |
| \DOCS\COST TRACKER | Directory containing all related Cost Tracker documentation including specification |
| \DOCS\PROJECT TRACKER | Directory containing all related Project Tracker documentation including basic specification documentation |
| \DOCS\PROJECT TRACKER\ NEW SCREEN CAPTURES | Screen prints of all forms |
| \DOCS\PROJECT TRACKER\ORIGINALS | Version 1.0 end user documentation |
| \DOCS\PROJECT TRACKER\TESTING | Testing reports and enhancement requests |
| \DOCS\PROPERTY MANAGER | Screen shots of all forms |
| \DOCS\PROPERTY MANAGER\ORIGINAL SCREENS | Screen shots of all forms |
| \INSTALL | Root Directory for installation software |
| \INSTALL\COST TRACKER | Subdirectory containing install items for Cost Tracker |
| \INSTALL\COST TRACKER\ADMIN MODULE | Software to install Cost Tracker Admin Module |
| \INSTALL\COST TRACKER\VENDOR MODULE | Software to install cost tracker vendor module |
| \INSTALL\PROJECT TRACKER | Subdirectory containing install items for Project Tracker |
| \INSTALL\PROJECT TRACKER\PROJTRAC | Software to install Project Tracker |
| \SOURCE | Source code for all modules |
| \SOURCE\COST TRACKER | Source code for Cost Tracker |
| \SOURCE\PROJECT TRACKER | Source code for Project Tracker |
| \SOURCE\PROPERTY MANAGER | Source code for Property Manager |

Confidential Treatment Requested
under 17 C.F.R.(S)(S)200.80(b)(4)
200.83 and 230.406

[LOGO OF METRICOM APPEARS HERE]

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement"), effective September 21, 1999 (the "Effective Date") by and between METRICOM, INC. a Delaware corporation (hereinafter referred to as "Metricom") and WIRELESS FACILITIES, INC., a Delaware corporation, and its affiliates (hereinafter referred to as "WFI") sets forth the terms and conditions ("Terms and Conditions") for the acquisition of WFI's services. Services acquired hereunder shall be described in a Statement of Work attached hereto as an exhibit. The terms of each Statement of Work, taken together with these Terms and Conditions, shall constitute a separate agreement ("Agreement") and shall be considered independent of any other agreements between the parties that incorporate these Terms and Conditions. Each Statement of Work shall incorporate these Terms and Conditions by reference. Any terms and conditions in said Statement of Work which expressly supersedes any terms and conditions in these Terms and Conditions shall apply only to the specific services defined in said Statement of Work. (Metricom and WFI are each hereinafter referred to individually as a "Party" or collectively as "Parties").

WHEREAS, Metricom intends to acquire sites and construct facilities in order to develop and operate a wireless Mobile Data Services system (the "Project")

WHEREAS, the Parties have reached an agreement whereby WFI will provide various business and strategic consulting, network development design and development services to Metricom in connection with the Project as requested by Metricom and as set forth in a Statement of Work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Unless the context clearly requires otherwise, each of the following terms, when used in this Agreement with initial capitals, shall have the meaning set forth for such term below:

Accepted Engineering Practices means those current standards of care and diligence normally practiced by recognized engineering firms in performing services of nature similar to that of the Services.

Affected Party shall have the meaning as set forth in Section 11.1.

Affiliates shall mean any entity that directly or indirectly controls, or is controlled by, or is under common control by a party. The term "control" in this Section shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

Agreement means this Agreement for Engineering, Procurement and Construction (including all Exhibits).

Amendment means a written amendment to this Agreement executed by Metricom and

WFI as provided in Section 2.7 (a).

Beneficial Use shall mean possession of or any commercial use of the Services by

the Metricom whether Metricom accrues any compensation therefore or not.

Business Day means any Day on which commercial banks are not authorized or

required to close (but, in any event, excluding Saturdays and Sundays).

Change, Changed means any change in (i) the Services, (ii) the Statement of

Work, (iii) the Project Cost or (iv) the Project Schedule.

Change Directive means written directive by Metricom's Representative

authorizing WFI to perform changed Services prior to execution of a Change
Order.

Change in Laws and Regulations has the meaning set forth for that term in

Section 2.8(b).

Change Order means a written order regarding a Change issued, accepted and

executed by Metricom and WFI in accordance with Article IV.

Claims has the meaning set forth for that term in Article 7.

Commercial Operations Date means the first day following Provisional Acceptance.

Components means any and all systems, subsystems, assemblies, subassemblies,

materials and equipment (including parts, instruments, software, and hardware),
and every item of whatever nature, including all documentation related thereto,
incorporated into the Services or the Services and to be provided by WFI or its
Vendors or Subcontractors under this Agreement, but excluding all Construction
Aids.

Confidential Information shall mean any confidential or proprietary

information, including without limitation, any design tools, designs,
schematics, source code, plans or any other information relating to any research
project, Services in process, future development, scientific, engineering,
manufacturing, marketing or business plan, or financial or personnel matter
relating to either party, its present or future services, sales, suppliers,
customers, employees, compensation, investors or business, identified and marked
by the disclosing party as "Confidential Information," whether in oral, written,
graphic or electronic form. If disclosed in oral form, such Confidential
Information must be reduced to writing and marked as Confidential Information
within thirty (30) days following disclosure.

Construction Aids means all materials, supplies, construction equipment,

construction tools, field office equipment, field office supplies, scaffolding
and form lumber, temporary buildings and facilities, computer software and
computer hardware used in design and other items that are required for the
Services but which are not intended to become a permanent part of the Services.

Contamination has the meaning set forth for that term in Section 3.6.

Day means a calendar day unless otherwise stated or unless the context within

which such term is used clearly indicates another meaning.

Debtor Relief Law has the meaning set forth for that Section 10.1 (d).

Deliverables shall mean any agreements, products, designs, schematics,

tools, code, technical data, inventions, know-how and associated Intellectual Property Right created during the performance of the Services as set forth in the applicable Statement of Work, and any Documentation related to any of the foregoing.

Documentation shall mean any installation, operation, administrator and end

user manuals, any site preparation guides or configuration guides, any media containing any of the foregoing, as well as any other operations and maintenance manuals, training materials and other technical and user documentation, including without limitation any schematics, design documents, analyses and technical overviews.

Effective Date means the date on which this Agreement is executed and delivered

by the parties.

Environmental Laws means all federal, state and local laws, rules, regulations,

orders, standards and interpretations concerning environmental matters to the extent applicable to the Services or the operation thereof.

Extraordinary Site Conditions means (i) any unknown man-made subsurface

obstruction or archeological artifacts not disclosed by investigations or reports performed or provided to WFI and (ii) any contamination, hazardous materials or waste, excluding such waste brought to the Site by WFI, Subcontractors or Vendors in the performance of the Services.

Final Completion shall have the meaning set forth for that term in Section 9.4.

Final Completion Date means the date on which Final Completion occurs.

Final Plans and Specifications means the final drawings, technical

specifications and operations and maintenance procedures and specifications to be prepared by WFI with respect to the Services in accordance with the Statement of Work.

Final Invoice has the meaning set forth for that term in Section 5.6.

Force Majeure has the meaning set forth for that term in Section 11.1.

Functional Tests means the various tests, if any, of the Services and its

Components to be completed as part of the Statement of Work.

Indemnified Persons has the meaning set forth for that term in Section 7.1.

Initial Term shall have the meaning as set forth in Section 2.2.

Intellectual Property Rights shall mean any and all intellectual property

and/or proprietary rights, including without limitation, all mask Services rights, all copyrights (including rights in audiovisual Services), moral rights, trademarks, trade names, patent rights (including patent applications and disclosures) and trade secret rights, now known or hereafter recognized in any jurisdiction in the world.

Invoice means the monthly invoice to be submitted by WFI to Metricom in

accordance with and as defined in Section 5.3.

Laws and Regulations means all federal, state and local laws, rules,

regulations, orders, codes, standards (including building and related codes and standards) and interpretations, including the Occupational Safety and Health Act (1970), the Permits, all Environmental Laws and all applicable equal employment opportunity programs.

Mechanics' or Materialmen's Lien has the meaning set forth for that term in

Section 10.3.

Metricom has the meaning set forth for that term in the Preamble to this

Agreement.

Metricom Permits means all Permits with respect to the Services required to be

taken out in the name of Metricom which are necessary for the performance of the
Services.

Metricom's Representative means the person(s) who, from time to time, shall be

authorized by Metricom in writing to act on behalf of Metricom and with whom WFI
may consult as set forth in Section 3.1.

Milestone Payment Schedule means the schedule of the payments to be made to WFI

for the performance of the Services which is set forth in Exhibit III.

Milestone Payments means the monthly payments against the Project Cost payable

pursuant to Section 5.5.

Miscellaneous Equipment and Furnishings means maintenance tools, maintenance

equipment, spare parts, and laboratory furnishings and equipment.

Network means the network described in the Statement of Work.

Notice shall have the meaning as set forth in Section 16.2.

Notice to Proceed has the meaning set forth for that term in Section 2.3.

Permits means the licenses and permits required for the construction and

operation of the Project

Program Director means the person designated by WFI who shall be authorized to

act on behalf of WFI and with whom Metricom or Metricom's Representative may
consult as set forth in Section 2.7(a).

Program Manager means the person designated by the Program Director with the

delegated authority to act on behalf of WFI and with whom Metricom or Metricom's
Representative may consult as set forth in Section 2.7(a).

Progress Report has the meaning set forth for that term in Section 2.7(c).

Project Cost means the budgeted estimated project cost price for the Services,

as adjusted pursuant to Article IV.

Project Schedule means the schedule for the carrying out and completion of the

Services which is attached hereto as Exhibit II.

Property means the Services, the Project, the Site and the real property of

which the Site is a part.

Punch List Items means administrative items or other items of the Services the

cost of which is immaterial and the omission of which would not adversely affect
the safe Commissioning and Testing or commercial operation of any Component or
the Services as contemplated under Section 9.3(a).

Renewal Term shall have the meaning as set forth in Section 2.2.

Risk of Loss Date means the date set forth for that term is Section 7.3.

Schedule of Values means the schedule in Exhibit III of the milestones in WFI's

performance of the Services which are to be completed as a condition to WFI's
right to receive each of the payments to be made pursuant to the Milestone
Payment Schedule.

Services means the procurement, supply or provision of all Components (including

materials, supplies and equipment), Documents and all other things, and the
performance, procurement, supply or provision of all Services (including all
labor) as set forth in the Statement of Work, in each case as necessary or
reasonably appropriate to accomplish the design, engineering, procurement,
construction management, Substantial Completion, and Final Completion of the
Services, all in accordance with Article II, the Statement of Work and the Final
Plans and Specifications.

Site means the physical location of the candidate and/or selected base station,

base station controller or mobile switching center site, as the case may be, and
all structures, improvements, foundations, towers, and other facilities
necessary to house or hold equipment and all other related third party
equipment.

Statement of Work means the total extent and general description of the Services

as set forth in Exhibit I.

Subcontractor(s) means those persons or companies who have a contract with WFI

or any other person or entity for the performance of any part of the Services,
including Subcontractors of whatever tier.

Substantial Completion means completion of the physical construction of the

Services, and the completion of other Services (with the exception of Punch List
Items, Testing and delivery of as-built drawings in accordance with Exhibit I,
the Statement of Work and the Final Plans and Specifications, to such point that
the Services shall be ready for Commissioning.

Suspension Period shall have the meaning as set forth in Section 10.5.

Taxes has the meaning set forth for that term in Section 5.4.

Testing means the conduct of the Tests of the Services in accordance the

Statement of Work.

Vendor(s) means those persons or companies providing or supplying any materials

and equipment to WFI or Subcontractors for the Project, but who do not perform
construction Services at the Site and who are not Subcontractors.

Warranty Services means any curative or remedial Services performed by WFI or

any Subcontractor or Vendor pursuant to any warranty under this Agreement or any
warranty to be obtained or administered under this Agreement.

Week shall mean five (5) calendar Days as defined herein.

WFI has the meaning set forth for that term in the preamble to this Agreement.

WFI Default has the meaning set forth for that term in Section 10.1.

WFI Permits means all Permits to be obtained in the name of WFI and required for

the Services and initial operation of the Services until Provisional Acceptance,
but excluding all Metricom Permits.

WFI Warranties means the warranties of WFI pursuant to Article VI.

WFI Warranty Period has the meaning set forth for that term in Section 6.1.

WFI Waste Materials has the meaning set forth for that term in Section 2.12.

1.2 Rules of Interpretation. Defined terms include the plural as well as the

singular. Any agreement defined or referred to above shall include each amendment, modification and supplement thereto and waiver thereof as may become effective from time to time, except where otherwise indicated. Any term defined by reference to any other agreement shall have such meaning whether or not such document is in effect. Any reference to an article, section or exhibit shall refer to an article, section or exhibit of this Agreement unless otherwise specified. The terms "hereof," "herein," "hereunder" and comparable terms refer to the entire agreement with respect to which such terms are used and not to any particular article, section or other subdivision thereof. A reference to any law includes any amendment or modification to such law made before the relevant date. A reference to any person includes its permitted successors and permitted assigns. The words "include," "includes" and "including" are not limiting. If any provision of this Agreement contemplates that the parties shall negotiate any matter after the Effective Date, such provision shall be construed to include an obligation of the parties to negotiate in good faith within the spirit and intent of this Agreement.

ARTICLE II SCOPE OF SERVICES

2.1 Description of the Services. In accordance with and subject to the terms

and conditions of this Agreement, WFI hereby agrees to provide Services which may include, without limitation: program management, GIS data services, RF engineering, site acquisition services, zoning and permitting, construction management services, training, installation and testing for Metricom and Metricom's customers, business consulting and network maintenance, (the "Services") as listed in the Statement of Work. The Services will be compensated on a fixed fee, time and material or hourly basis as agreed by the Parties.

2.2 Term of Agreement. The term of this Agreement shall be one (1) year from

the Effective Date unless otherwise terminated in accordance with this Agreement (the "Initial Term"). The Initial Term will automatically renew for additional successive terms of one (1) year (each, a "Renewal Term") unless either Party communicates its intention not to renew in writing to the other Party at least thirty (30) days prior to expiration of the Initial Term or current Renewal Term. The Parties agree that, for the purposes of the RF Services to be provided by WFI under the attached Statement of Work, Exhibit I, attached hereto, the Initial Term of the Agreement shall be twenty-one (21) months from the Effective Date which shall be September 1, 1999.

2.3 Notice to Proceed. Metricom shall at any time after the Effective Date

deliver a written Notice to WFI to proceed with all or part of the Services (the "Notice to Proceed"). WFI shall not be authorized by Metricom pursuant to this Agreement to proceed with the Services until its receipt of the Notice to Proceed.

2.4 Performance Standards. WFI shall perform the Services, and shall provide

Metricom with Services, such that:

(a) Components. All Components shall be new and of good quality when installed; shall be designed and manufactured, and of a grade, in accordance with recognized industry standards for such Components and shall be free from defects in materials and workmanship;

(b) Services. All Services shall be performed in accordance with accepted industry standards and in a good and workmanlike manner; and all Components shall be installed in accordance with manufacturer's specifications; and the Services will be designed and built to comply with all Laws and Regulations in effect at as of the Effective Date.

2.5 Permits. WFI shall obtain at Metricom's expense all WFI Permits. WFI

shall provide Metricom with engineering and design data, information and support with respect to the design and performance characteristics of the Services to the extent reasonably requested or required by Metricom to assist Metricom in obtaining all

Metricom Permits. If the requirements of Metricom Permits issued after the Effective Date effect a change in WFI's Statement of Work, or materially affect WFI's cost of performance hereunder or its ability to attain the Project Schedule or to perform by a date certain as required under this Agreement, a Change Order shall be issued for such purpose.

2.6 Compliance with Schedule. WFI shall commence the Services as soon as

practicable after receipt of the Notice to Proceed. WFI shall carry on and complete the Services in accordance with the Project Schedule as amended in accordance with Article IV.

2.7 Management and Conduct of the Services. WFI shall manage and conduct the

Services in accordance with the terms of Exhibit I. Without limiting the generality of the foregoing, WFI shall:

- (a) Appointment of Program Director. Promptly following the Effective

Date, appoint and give Metricom written Notice of the identity and appointment of a Program Director who shall be authorized to act on behalf of WFI and with whom Metricom may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon WFI as to all matters pertaining to this Agreement and the performance of the parties hereunder (provided no amendment or modification of this Agreement shall be effected except by a formal written Amendment executed by both parties and no Change shall be effected except by a Change Order and/or Change Directive). The Program Director will give written Notice to Metricom designating Project Managers who have the delegated authority to act on behalf of WFI and with whom Metricom may consult at all reasonable times, and whose instructions, requests and decisions will be binding upon WFI as to all matters pertaining to the Work.
- (b) Project Schedule. Provide Metricom with the Project Schedule, which

shows major milestones for engineering, procurement, construction, Testing, Substantial Completion, Commissioning, Acceptance and Final Completion of the Services. The Project Schedule is consistent with the expected date of delivery of the Notice to Proceed and may be revised to reflect the actual date of delivery of the Notice to Proceed.
- (c) Consultation and Coordination with Metricom. Initially, WFI will

consult with Metricom on a [***] basis. Thereafter, WFI will consult with Metricom on some other regularly scheduled basis as determined by both parties but in no event less frequently than [***]. At the time of each consultation, WFI shall deliver to Metricom a written report of progress achieved subsequent to the preceding consultation (a "Progress Report"). Such written report shall, in reasonable detail, consider material activities in the performance of the Services and indicate milestones reached and the occurrence of special events or circumstances affecting or related to the Services, if any, during the period covered by the report; the status of applications for, or other action taken to obtain, necessary Permits pursuant to Section 2.5 hereof and the applicable Statement of Work; leasing status, a Change Directive - Change Order status log and an evaluation of problems and deficiencies and a description of any planned corrective action with respect thereto. WFI shall advise Metricom of any significant changes, developments, or delays in the Services.
- (d) Notice of Tests and Inspections. Provide Metricom with prior

written Notice of the time and place for the conduct of all equipment tests and inspections of Components on or before five (5) Business Days' prior to the related test, or inspection or such other period as may be agreed upon by WFI and Metricom, provided, in the case of any retesting shortly following a failed test, such Notice to Metricom may be verbal and within such reasonable period prior to such retest. In the case of field tests and inspections of the Services, WFI and Metricom will agree on the field tests and inspections as to which Notice will be given by WFI, and with respect to such field tests and inspections, WFI shall provide Metricom's Representative with reasonable

Notice of, and an adequate opportunity to, attend such tests and inspections as are customary for Site coordination in the construction industry. WFI shall not be required to delay any testing if Metricom fails to appear at the approximate time and place designated by WFI. This section shall not preclude WFI from retesting any Component or the Services.

(e) Review and Inspection. Subject to the restrictions on inspection

set forth in Section 2.7 (d), afford Metricom the opportunity to review and inspect all elements of the Services in a reasonable manner. WFI agrees to consider in good faith any and all comments made by Metricom, provided, however, WFI shall determine to what extent such comments should be considered as respects completion of the Services. Metricom shall have the right to require repair or replacement of any Services which is defective or not performed in accordance with the Statement of Work or the Final Plans and Specifications as specified in the applicable Statement of Work or deviates from other requirements of this Agreement, provided WFI shall have until Provisional Acceptance to complete such repair or replacement.

(f) Control of the Services. WFI shall be solely responsible for all

construction means, methods, techniques, sequences, procedures and safety and security programs in connection with the performance of the Services.

(g) Site Acquisition Requirements and Milestones. WFI shall perform the

Site acquisition services as more particularly described in the applicable Statement of Work. Metricom shall execute all Site Leases in Metricom's-name. WFI shall present all Site Leases to Metricom for execution.

2.8 Compliance With Laws and Regulations.

(a) Performance of Services. WFI shall make every reasonable effort to

perform the Services and its obligations pursuant to this Agreement, and shall cause all Subcontractors and Vendors to perform all elements of the Services to be performed by them, in compliance with all applicable Laws and Regulations as in force as of the Effective Date. WFI shall initiate and maintain reasonable safety precautions and programs to conform with applicable Laws and Regulations to prevent injury to persons or damage to property on the Site. WFI shall take reasonable steps to erect and maintain safeguards for the protection of workers and the public and eliminate or abate safety hazards created by or otherwise resulting from the performance of the Services. WFI shall take all precautions reasonably necessary for the safety and health of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) persons working at the Site employed by WFI or Subcontractors in connection with the Services, (ii) all materials and equipment to be incorporated into the Services, whether in storage on or off the Site, under the care, custody or control of WFI or any Subcontractor, and (iii) other property at the Site.

(b) Change of Laws and Regulations. If there is a change in any Laws

and Regulations in existence at the Effective Date or there is an enactment of any new Laws and Regulations after the Effective Date or if there is a change in the interpretation of any such Laws and Regulations ("Change in Laws and Regulations"), and if any such Change in Law and Regulations effects any change in the Statement of Work, or materially affect WFI's cost of performance hereunder or its ability to attain the Project Schedule or to perform by a date certain as required under this Agreement, a Change Order shall be issued for such purpose.

(c) Following Acceptance. From and after Acceptance, Metricom assumes

all responsibility for compliance by the Services with all Laws and Regulations.

2.9 Subcontractors. WFI may subcontract any portion of the Services to a

Subcontractor or Vendor. WFI agrees it is as fully responsible to Metricom for the acts and omissions of its Subcontractors and Vendors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by WFI. Notwithstanding the above, WFI may have portions of the Services performed by its affiliated entities or their employees, in which event WFI shall be responsible for such Services and Metricom will look solely to WFI as if the Services were performed by WFI.

2.10 Metricom as Contracting Party with Subcontractor. If Metricom chooses to

contract directly with subcontractor for work performed for the Project, then Metricom shall be solely responsible for the payment of service fees and expenses of such subcontractors for work performed in connection therewith. Metricom and WFI hereby acknowledge and agree that Metricom and not WFI shall be solely responsible for the payment of fees and expenses of subcontractors contracting directly with Metricom under this Agreement and for all purchase orders issued to subcontractors for performance of Services hereunder, and that Metricom shall be billed directly by such subcontractors.

Metricom agrees to include the following paragraph in its agreements with all subcontractors it directly contracts with and retains to perform, or assist WFI in performing, Services hereunder:

Manager. Subcontractor acknowledges that Metricom has retained Wireless

Facilities, Inc., a Delaware corporation and its affiliates, including its designated employees, contractors and agents, if any ("Manager") to manage the Services rendered by Subcontractor at the sites. Subcontractor hereby consents to Metricom's delegation to Manager of any or all of Metricom's duties and responsibilities under this Agreement, with the exception of Metricom's payment obligations to Subcontractor. Subcontractor hereby agrees to work under the direction of Manager in performance of the Services. Subcontractor shall be responsible to Manager, as Metricom's designee, for the timely and accurate completion of all Services performed by Subcontractor under this Agreement. Under no circumstances, however, shall Subcontractor look to Manager for payment for Services under this Agreement. Metricom and Subcontractor acknowledge and agree that Metricom and not Manager shall be responsible for the payment of Subcontractor's fees under this Agreement and any purchase orders issued hereunder.

2.11 Materials Management Services. At Metricom's request and written

authorization, WFI shall procure, pay for, receive and store equipment and building materials for use on the Project ("Materials Management Services"). Metricom shall compensate WFI for Materials Management Services by reimbursing WFI for the cost of such equipment and building materials, together with an administrative fee.

2.12 Clean Up. WFI shall at all times keep the Site reasonably free from

waste materials and rubbish resulting from materials and equipment procured by WFI or Construction Aids used by WFI in the performance of the Services, excluding waste described in Section 3.6 and hazardous waste described in clause (ii) of the definition of Extraordinary Site Conditions ("WFI Waste Materials"). As soon as practicable after the earliest of (i) the Final Completion Date, or (ii) the date upon which WFI shall no longer have any obligations under this Agreement, WFI shall remove all of its Construction Aids and remove any WFI Waste Material from and around the Site.

ARTICLE III METRICOM RESPONSIBILITIES

In addition to the obligations of Metricom set forth elsewhere in this Agreement, Metricom shall, at its own expense and at such times as may be required by WFI for the successful completion of the Services in accordance with the Project Schedule:

3.1 Metricom's Representative. Metricom shall notify WFI, in writing, of the

appointment of Metricom's Representative who shall be authorized to act on
behalf of Metricom and with whom WFI may consult at all reasonable times, and
whose instructions, requests and decisions shall be binding upon Metricom as to
all matters pertaining to this Agreement and the performance of the parties
hereunder, provided no amendment or modification of this Agreement shall be
effected except by an Amendment executed by both parties and no change shall be
effected except by a Change Order or Change Directive. Metricom's
Representative will provide to WFI a written list of designated individuals who
have the delegated authority to execute Change Directives.

3.2 Access. Provide WFI and its Subcontractors rights of access to and use

of any Site or other location where the Services are to be performed.

3.3 Permits. Except where obtaining such permits and/or licenses and any

associated documentation are specifically identified as being the responsibility
of WFI as part of the Statement of Work, obtain the Metricom Permits and provide
WFI with such information and assistance as WFI may reasonably request in
obtaining any WFI Permits, and obtain any process and other permits and/or
licenses which are required for the Services, and provide WFI with any drawings
and specifications in connection with any such process or other license
necessary for the completion of the Services and on which WFI shall rely.

3.4 Site Rules. Abide by all reasonable Site safety rules promulgated by

WFI.

3.5 Taxes. Pay all real property taxes assessed against the Site or the

Services and any personal property and sales taxes on the Components, provided
Metricom shall have the right to contest any such taxes in good faith by
appropriate proceedings diligently prosecuted and (in the case of any such tax
which WFI may be legally required to pay) for the payment of which Metricom has
posted a bond or provided other security reasonably acceptable to WFI. In the
event WFI is legally required to pay any such taxes (including related interest
and penalties), amounts paid by WFI and the expenses incurred by it in
connection with such payment shall be reimbursed by Metricom to WFI within ten
(10) days of demand.

3.6 Environmental Conditions. Metricom shall, at Metricom's sole expense and

risk, arrange for handling, storage, transportation, treatment and delivery for
disposal of Contamination and Metricom shall be solely responsible for obtaining
a disposal site for such material. Metricom shall look to the disposal Services
and/or transporter for any responsibility or liability arising from improper
disposal or transportation of such waste. WFI shall not have or exert any
control over Metricom in Metricom's obligations or responsibilities as a
generator in the storage, transportation, treatment or disposal of any
Contamination. Metricom shall complete and execute any required governmental
forms relating to regulated activities, including, but not limited to,
generation, storage, handling, treatment, transportation, or disposal of
Contamination. In the event WFI executes or completes any required governmental
forms relating to regulated activities, including, but not limited to, storage,
generation, treatment, transportation, handling or disposal of hazardous or
toxic materials, WFI shall be and be deemed to have acted as Metricom's agent.
Metricom shall indemnify, release and save WFI harmless from all damages,
liability, expenses or penalties paid by WFI resulting from Contamination. The
term "Contamination" as used in this subsection shall mean any hazardous or
toxic substance, pollutant or contaminate as defined under applicable
Environmental Laws present at the Site, which was not brought to the site by WFI
or any Subcontractor to WFI.

ARTICLE IV WORK ORDERS AND CHANGES IN THE SERVICES

4.1 General Change Order Procedure. Metricom shall have the right to make

changes in the Services, within the general scope thereof, whether such changes
be modifications, alterations or additions. Changes shall include the Project
Cost and any other compensation, the Project Schedule and any other dates for
performance by WFI hereunder, and other affected rights and obligations shall be
adjusted to reflect (1) the addition to, modification of or deletion from the
Services (performed or yet to be performed) or the Services,

(2) Metricom's request for or approval of performance of services in excess of WFI's standard Services day or Services week or such shorter times as are provided by applicable collective bargaining agreements or on a holiday customarily observed by WFI (including an allowance for loss of efficiency due to overtime or shift Services), (3) the discovery of any subsurface (including archeological finds) or climatic conditions of an unusual nature, differing materially from those ordinarily encountered in the jobsite area, (4) a Change in Law and Regulations by which WFI is required to pay increased or additional taxes, government-regulated transportation costs, or insurance not required as of the date of this Agreement, (5) delay or suspension of, or interference with, the Services by Metricom or by any other person or entity including, but not limited to, national, state and local governments, (6) modifications to design criteria or other information made during the performance of the Services and supplied by any person or entity other than WFI, (7) the consequences of Force Majeure.

4.2 Estimates and Authorizations.

(a) Procedure for Estimates. In the event Metricom contemplates making

a Change, Metricom shall so advise WFI. Within five (5) Business Days following receipt of such advice, WFI shall submit to Metricom a preliminary written estimate relating to the proposed Change, including (i) any projected change in the cost of the performance of the Services and any projected modification of the Project Cost occasioned by such Change, (ii) the effect such Change could be expected to have on the Project Schedule, or any other schedule or dates for performance by WFI hereunder, and (iii) the potential effect of such Change on WFI's ability to comply with any of its obligations hereunder, including WFI's warranties. If Metricom elects to proceed with a more detailed examination of such proposed Change, within such period as shall be agreed upon by the parties, WFI shall submit to Metricom a detailed estimate relating to the contemplated Change on a written Change Order. If Metricom elects to proceed with the proposed Change, Metricom and WFI shall agree upon a Change Order, and the cost of WFI's detailed estimate shall be included in such Change Order. If Metricom elects not to proceed with such proposed Change, Metricom agrees to reimburse WFI for WFI's reasonable expenses incurred in connection with the preparation of the estimate of such proposed Change in accordance with the rates and markups pursuant to Exhibit III, in full and as part of the next monthly payment in accordance with Article V.

(b) Authorization of Change Order. Within five (5) Business Days of

receipt of WFI's estimate, Metricom shall review the detailed estimate with WFI for the purpose of determining whether to proceed with such Change and, if so, for the purpose of agreeing on the matters set forth therein, including a mutually acceptable change in the Project Cost, the Project Schedule and any other dates for performance by WFI hereunder, if any. If the parties reach agreement on the matters listed in the Change Order submitted by WFI, Metricom shall cause Metricom's Representative, and WFI shall cause its Program Director, to execute such form, as amended to reflect the agreement of the parties. WFI's Program Director shall execute such form as the originator thereof and Metricom's representative shall sign "Accepted by"; each shall initial any changes added to the form as originally presented. WFI shall promptly adjust the Project Schedule, the Schedule of Values and Milestone Payment Schedule and any other schedules or dates for performance by WFI hereunder requiring adjustment to reflect the Change agreed upon. Except as otherwise provided herein, in no event shall WFI undertake a Change in the Services until it has received a Change Order or Change Directive executed by the authority of the Metricom representative.

(c) Change Directive. In the event Metricom's Representative directs

WFI to perform Services prior to agreement to, and execution of a Change Order, Metricom Representative will execute a Change Directive authorizing WFI to perform the changed Services on a hourly rate in accordance with Exhibit V. The Services shall be performed on the hourly rate basis until an

estimate of the impact of the Change can be prepared for Metricom review, agreement and execution in accordance with (c) above. The Change Directive will state the general scope of the changed Services to be performed and rough order of magnitude (ROM) estimate of the cost thereof.

4.3 Suspension. Metricom may notify WFI in writing to suspend its Services

on that portion of the Services affected by a contemplated Change (whether or not such Change will require a modification to the Statement of Work) pending Metricom's decision on such Change. There shall be an equitable adjustment of the Project Cost and dates set forth in the Project Schedule and other dates for performance by WFI hereunder on account of such suspension.

4.4 Force Majeure Caused Delay. In the event of a Force Majeure event or

other event described in Section 11.1, in accordance with Section 11.3, Metricom shall execute and deliver to WFI a Change Order reflecting any adjustments to the Project Cost, the Project Schedule or any other dates for performance hereunder, or any other obligations under this Agreement.

4.5 WFI Initiated Changes. WFI shall have the right to initiate Change

Order's and/or Change Directives independent of requests by Metricom, with estimates to be prepared in accordance with Section 4.2. The WFI initiated Change Order shall be handled as if initiated by Metricom.

4.6 Disputes. If either party disputes the existence, extent, validity or

affect of a Change, then either party may notify the other party that it desires to meet and resolve the dispute. If the dispute cannot be resolved to the mutual satisfaction of the parties within five (5) Business Days, then either party can demand binding dispute resolution in accordance with Section XIII.

ARTICLE V COMPENSATION & PAYMENT

5.1 Compensation. In consideration of WFI's performance of the Services,

Metricom shall pay WFI for all Services assigned by and rendered to Metricom pursuant to this Agreement. WFI will be reimbursed only for expenses which are expressly provided for in Exhibit III or which have been approved in advance in writing by Metricom, provided WFI has furnished such documentation for authorized expenses a Metricom may reasonably request. All work performed by WFI at Metricom's request in addition to the Services specifically set forth in this Agreement shall be compensated at the hourly rates agreed upon by the Parties and set forth in Exhibit III.

5.2 Milestone Payment Schedule. The Milestone Payment Schedule contained in

Exhibit III establishes that portion of the compensation allocated to the various milestones set forth in the Milestone Payment Schedule, identifies portions of the Services for purposes of determining WFI's entitlement to Milestone Payments, and to the best of WFI's knowledge and judgment is a reasonable representation of milestones achieved during the calendar month. Upon attainment of each milestone, WFI shall submit an invoice to Metricom in accordance with Section 5.3.

5.3 Invoices. On or before the tenth (10th) Day of each month during the

performance of the Services (except that in the case of the initial payment under the Milestone Payment Schedule, such date shall be the expected date of issuance of the Notice to Proceed), WFI shall submit to Metricom an invoice with respect to (i) milestones achieved during the month (ii) a monthly Progress Report with respect to such milestones (or reference thereto if previously delivered to Metricom), and (iii) all other documentation required to be submitted by WFI pursuant to this Article V. WFI shall make available such documentation and materials as Metricom may reasonably require to substantiate WFI's right to payment of such Invoice in accordance with this Agreement, provided, however, WFI shall not be required to provide documentation relating to its commercial terms, including but not limited to the make-up of WFI's Project Cost, standard rates, fixed fees or amounts expressed as a percentage of other costs.

5.4 Taxes. WFI shall pay or cause to be paid when due (a) all taxes,

governmental fees, assessments, charges or levies imposed in connection with the Services (other than fees and charges for Metricom Permits and for sales and property taxes on the Components, or revenues from operation of the Services), (b) all import duties, (c) all taxes measured by wages earned by employees of WFI, any Subcontractor or any Vendor, and payroll, withholding, social security, workers' compensation and other similar employment taxes, and (d) all taxes calculated on the basis of WFI's receipts or income (collectively, "Taxes"); provided WFI shall have the right to contest any such Taxes in good faith by appropriate proceedings diligently prosecuted and, in the case of any Taxes which Metricom may be legally required to pay or which may result in lien on the Site, the Services or the Services for the payment of which WFI has posted a bond or provided other security reasonably acceptable to Metricom.

5.5 Payments. Except as set forth in this subsection, undisputed invoices or

undisputed portions thereof are payable in full within thirty (30) days upon receipt of invoice. Metricom shall review each such Invoice's and may make reasonably appropriate exceptions by providing WFI with written Notice thereof within ten (10) Days after receipt of such Invoice. Any amount of a Invoice which is disputed by Metricom as provided in this Article V shall be resolved in accordance with Section 13.1 and, once resolved, shall be paid within five (5) Business Days of the date of resolution.

5.6 Final Invoice. Upon Final Completion, WFI shall submit a final Invoice

("Final Invoice"), which shall set forth all amounts due and remaining unpaid to it pursuant to this Agreement in respect of the Project Cost.

5.7 No Obligation of Metricom to Subcontractors. Nothing contained in this

Agreement shall (i) create or constitute a contractual relationship between any Vendor or Subcontractor and Metricom, or (ii) create any obligation on the part of Metricom to any Vendor or Subcontractor. Metricom shall have no obligation to pay or to see to the payment of any moneys to any Vendor or Subcontractor, except as may otherwise be required by law.

5.8 No Acceptance By Payment. No partial payment made hereunder shall be

construed to be acceptance or approval of that part of the Services to which such partial payment relates or to relieve WFI of any of its obligations hereunder with respect thereto.

5.9 [***] . WFI [***] to [***] on any [***], but not to [***].

ARTICLE VI WARRANTIES

6.1 General Warranty. WFI warrants for the period of time set forth on the

applicable Statement of Work (the "WFI Warranty Period") that:

- (a) Components. All Components shall be (i) new and of good quality

when installed, (ii) designed and manufactured, and of a grade, in accordance with recognized industry standards for such Components, (iii) free from defects in materials and workmanship and (iv) installed in accordance with manufacturer's specifications; and
- (b) Services. All Services shall be performed (i) in accordance with

accepted industry practices, (ii) in accordance with applicable Laws and Regulations in effect at or prior to the

* CONFIDENTIAL TREATMENT REQUEST (ED)

commencement of the Agreement Effective Date, (iii) in a good and workmanlike manner, and (iv) in accordance with the Statement of Work.

6.2 Vendor Warranties. WFI shall obtain from all Vendors from which WFI

procures materials and equipment including Components warranties with respect to such equipment as are reasonably available. Such warranties shall obligate the respective Vendors to repair or replace nonconforming or defective materials and equipment. All such warranties shall be assigned to Metricom upon Acceptance. During the WFI Warranty Period, WFI shall assume all responsibility at its expense for administering and enforcing such Vendor warranties, and Metricom may rely upon and deal only with WFI with respect to such warranties. WFI's liability with respect to such warranties shall be limited to procuring available warranties from such Vendors and rendering all reasonable assistance to Metricom (short of litigation) for the purpose of enforcing the same.

6.3 Correction of Nonconforming or Defective Services. If Metricom shall

notify WFI in writing during the WFI Warranty Period that any part of the Services does not meet the standards specified in Section 6.1 (such Notice to be provided with reasonable promptness after acquiring knowledge of such nonconformity or defect and, in any event, prior to ten (10) Business Days after Metricom becomes aware of the nonconformity or defect), then WFI shall, at its own cost, promptly reperform, repair or replace, at its option, such nonconforming or defective part of the Services, within its original Statement of Work. If WFI does not promptly commence to reperform or remove and replace any nonconforming or defective Services or any part thereof, Metricom shall give WFI at least ten (10) Business Days written Notice prior to proceeding with any correction of nonconforming or defective Services that Metricom reasonably believes involves a warranty claim, and if WFI fails to respond to such Notice, Metricom may proceed with the correction of such nonconforming or defective Services and all reasonable expenses of reperforming and removal, restoration shall be charged to WFI.

6.4 Wear and Tear. WFI shall, in no event, warrant against and shall have no

liability for the effects of ordinary wear and tear or erosion or corrosion, or failure of Services due to faulty operations or maintenance by Metricom or its representatives, agents or contractors, or conditions of service more severe than specified in the Statement of Work or other technical documents included with this Agreement. Further, WFI shall have no warranty obligation or liability for defects in the Services unless Metricom demonstrates the warranty claim is not attributable to WFI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Metricom and Metricom provided WFI an opportunity to promptly make such diagnostic tests and perform such remedial services as WFI deemed appropriate in connection with any warranty claim made by Metricom. In the event such diagnostic services do not reveal any warranted defect in the Services, the costs of such tests, inspections or other diagnostic services, plus a reasonable negotiated fee, shall be paid by Metricom.

6.5 Limitation of Warranty. The obligations contained in this Article VI

govern and supersede any other terms in this Agreement which address warranties or the quality of the Services or the Services and are WFI's sole warranty and guarantee obligations and Metricom's exclusive remedies with respect to defects in the Services and the Services after Provisional Acceptance, provided that portion of the Services to be completed after Substantial Completion (other than warranty services) shall be performed in accordance with Article II until such Services is completed in accordance with the Agreement. All of the warranties and other obligations of WFI under this Article VI relate to the WFI Warranty Period and WFI shall not be obligated to correct or to pay for the cost of correcting, defects or deficiencies which become apparent after the expiration of the WFI Warranty Period. The provisions of this Article VI shall govern, modify and supersede any other terms of this Agreement relating to the quality of the Services and except as provided in this Article VI, there are no other warranties, express or implied, with respect to WFI's performance under this Agreement.

ARTICLE VII INDEMNIFICATION

7.1 WFI's General Indemnity. WFI shall defend, indemnify and hold Metricom

and its respective affiliates, successors, assigns, employees, agents, officers and directors (such indemnified persons or entities collectively, the "Indemnified Persons") harmless from and against all damages, losses, costs and expenses (including, but not limited to, court costs and fees and expenses of counsel) (collectively, "Claims") resulting from the death or bodily injury to any person, or damage to any property to the extent caused by the sole negligent act, willful misconduct, tortious or otherwise unlawful act, error or omission by WFI or any Subcontractor to WFI.

7.2 Metricom's General Indemnity. Metricom shall defend, indemnify and hold

WFI and its affiliates, and each of their respective successors, assigns, employees, agents, officers and directors (collectively, the "WFI Indemnified Persons") harmless from and against all damages, losses, costs and expenses (including, but not limited to, court costs and fees and expenses of counsel) (collectively, "Claims") resulting from the death or bodily injury to any person, or damage to any property of Site to the extent caused by the sole negligent act, willful misconduct, tortious or otherwise unlawful act, error or omission by Metricom or contractors under Metricom's direct supervision or control.

7.3 Protection of the Services. WFI shall be responsible for and obligated

to replace, repair or reconstruct, and to furnish any Services furnished by WFI under this Agreement which are lost, damaged, or destroyed prior to the transfer of care, custody, and control of the Services or the affected portion thereof to Metricom (the "Risk of Loss Date"), provided, WFI shall not be obligated to replace, repair or reconstruct Services with respect to which proceeds of the insurance policy maintained pursuant to Section 8.1(d) have been paid for damage to the Services unless proceeds are available to finance that replacement, repair or reconstruction and Metricom shall permit such proceeds to be used to finance such replacement, repair or reconstruction. Metricom assumes all responsibility for such loss, damage or destruction following the Risk of Loss Date and WFI is released from all such liability.

7.4 Metricom's Property. Metricom assumes responsibility and risk for all

loss of or damage to property owned by or in the custody of Metricom, however such loss or damage shall occur, and agrees to maintain property damage insurance fully covering said property from such risk naming WFI as additional insured and does hereby and shall cause its insurers to waive rights of subrogation against WFI and its Vendors and Subcontractors under any insurance which Metricom may carry.

7.5 Compliance with Laws and Regulations. WFI shall indemnify and hold the

Indemnified Persons harmless from and against all Claims caused by any violation of, any Laws and Regulations by WFI or any Subcontractor.

7.6 Notice and Defense. The indemnified party shall notify the indemnifying

party in writing within ten (10) Days after the indemnified party becomes aware of any Claim for which the indemnified party seeks indemnity under this Article VII. The indemnifying party shall have charge and direction of the defense of any such Claim and the indemnified party shall render all reasonable assistance, at the indemnifying party's expense that may be required by WFI and its counsel in the defense of such Claim.

7.7 Limitations. WFI shall have no obligation to Metricom with respect to

any damage or loss to property referred to above caused by the perils of war, insurrection, revolution, nuclear reaction, or other like perils as may be excluded under the scope and limits of the insurance coverage provided pursuant to Section 8.1 (d) and WFI's liability with respect to loss, damage or injury shall not exceed the scope and limits of the insurance coverage provided pursuant to Article VIII. Nothing in this Article VII shall be construed to require WFI to indemnify any person to the extent harm results from such person's own negligence, willful misconduct or other tortious act, error or omission.

ARTICLE VIII INSURANCE

8.1 WFI's Commitment. Commencing with the Notice to Proceed with the

Services hereunder, and continuing until the earlier of Final Completion or termination of this Agreement (except with regard to "Builder's Risk" Course of Construction Insurance which shall commence and continue for the period specified in paragraph (d) below), WFI shall maintain, at its expense, insurance policies that are appropriate in scope and amount to properly cover WFI's obligations under the Agreements as follows:

- (a) Employees. Workers' compensation and/or all other social insurance

in accordance with the statutory requirements of the state, province, or country having jurisdiction over WFI's employees who are engaged in the Services, with employer's liability of one million dollars (\$1,000,000) each accident;
- (b) Public Liability. Commercial general liability insurance in a

combined single limit of two million dollars (\$2,000,000) each occurrence for bodily injury to or death of persons and/or loss of or damage to property of parties other than Metricom and excluding the Services and the Services, which policy shall contain contractual liability coverage;
- (c) Automobile. Automobile liability insurance in a combined single

limit of one million dollars (\$1,000,000) each occurrence for bodily injury to or death of persons and/or loss of or damage to property of parties other than Metricom and excluding the Services and the Services, arising from the use of motor vehicles, and shall cover operation on or off the Site of all motor vehicles licensed for highway use, whether they are owned or non-owned;
- (d) The Services. "Builder's Risk" Course of Construction insurance

protecting the respective interests of Metricom, WFI and Subcontractors covering physical loss or damage during course of construction and any materials and equipment while in transit (other than in the course of ocean marine or air transit movement, which is to be provided for pursuant to paragraph (e) below), while at the Site, awaiting and during erection, and until the Risk of Loss Date. This insurance shall be maintained to cover the replacement value of the Services at risk, to the extent available. This insurance shall not cover losses caused by the perils of war or nuclear reaction as defined in the policy of insurance nor shall it cover loss of use, business interruption, or loss of product. Metricom shall be included as an additional insured. A deductible of twenty-five thousand dollars (\$25,000) shall apply to each and every covered loss, except earthquake, flood, windstorm, hot testing, and other deductibles as specified in the contract of insurance;
- (d) Transit. Ocean Marine Cargo Insurance (if appropriate) covering any

and all materials and equipment which may be in transit to the Site by wet marine bottoms, or by air transportation, and/or by connecting conveyances. Such insurance shall be maintained to cover limits at risk.

8.2 Certificates. The foregoing insurance shall be maintained with carriers

reasonably satisfactory to Metricom, and the terms of coverage shall be as evidenced by certificates to be furnished Metricom. Such certificates shall provide that thirty (30) days' written Notice shall be given to Metricom by insurer prior to cancellation of any policy.

8.3 Waiver of Subrogation. WFI shall require its insurance carriers, with

respect to all insurance policies to be carried with respect to the Project to waive all rights of subrogation against Metricom. WFI agrees to exercise its best efforts to obtain from its Subcontractors waivers of subrogation.

ARTICLE IX TRANSFER AND ACCEPTANCE

9.1 Substantial Completion. When WFI deems that the Services, a Site or any

other portion thereof has reached Substantial Completion and is ready for initial inspection, it shall so advise Metricom.

Within [***] of such advice, Metricom shall provide written notice (i) that Substantial Completion has occurred; or (ii) why the Services, a Site, or any portion thereof has not achieved Substantial Completion. If Metricom fails to take any action within the [***], the issue shall be resolved in accordance with Section 13.1.

9.2 Care, Custody and Control. The care, custody and control of the Services

shall pass from WFI to Metricom on written agreement that the Services, a Site or any portion thereof has reached Substantial Completion, but subject to the warranty and other continuing obligations of WFI hereunder, including WFI's obligation to complete all Punch List Items outstanding as of Substantial Completion. In any event, the care, custody, and control of the Services or portion thereof shall pass to Metricom no later than the time when Metricom either starts Beneficial Use of or takes physical possession thereof. From and after the date of the transfer of the care, custody, and control of the Services or portion thereof, (a) Metricom shall assume all risks of physical loss or damage thereto and all responsibility for compliance by the Services or portion thereof with applicable safety and Environmental Laws and all other Laws and Regulations and (b) Metricom shall, and does hereby, release WFI from loss or damage to the Services, except as provided for otherwise in the Agreement, which may thereafter occur.

9.3 Creation of Punch List.

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- (a) As soon as WFI believes the state of the Services warrants such action, but in any event before commencing the Provisional Acceptance Tests, WFI will give a written Notice to Metricom that WFI is prepared to conduct a joint inspection of the Services, a Site or any portion of the Services.
 - (b) Metricom and WFI will cooperate with each other in scheduling and conducting a joint inspection of the Services, a Site or any portion of the Services as soon as reasonably possible after Metricom's receipt of WFI's Notice, but in any event within five (5) Days of its receipt. At Metricom's option, Punch List Items may be prepared and joint inspections performed on a components-by-components or systems-by-systems basis.
 - (c) Within five (5) Days of completion of any such joint inspection, but in any event within ten (10) Days of WFI's Notice to Metricom of WFI's readiness for a joint inspection of the Services, a Site or systems or components thereof, Metricom shall prepare and deliver to WFI a written description of all items of the Services (other than the Provisional Acceptance Tests or additional Services revealed by such tests or necessary to achieve Successful Completion of such tests) which Metricom, in its best good faith judgment, believes have not been completed or require revision or correction to cause them to conform with the requirements of this Agreement.
 - (d) Promptly following Metricom's delivery of its proposed list of Punch List Items to WFI, WFI shall commence and thereafter diligently pursue the completion of all items of the Services which WFI, in its best good faith judgment, believes have not been completed or require revision or correction to cause them to conform with the requirements of this Agreement.
 - (e) It is specifically understood and agreed that WFI's acceptance of or agreement on a list of Punch List Items shall not alter or diminish either WFI's obligation to complete all of the Services, or Metricom's right to require its completion, in accordance with this Agreement.

9.4 Final Completion. The final completion of the Services ("Final

Completion") shall occur on the last to occur of (a) the completion in its entirety of all physical construction of the Services in accordance with this Agreement, including, without limitation, the completion of such finish items as final painting and insulation and completion of Punch List Items, (b) the completion of all other Services in accordance with this Agreement, and (c) the Successful Completion of the Provisional Acceptance Tests.

10.1 Events of Default. A party shall be in default of its obligations

pursuant to this Agreement (a "WFI Default" in the case of WFI's obligations or a "Metricom Default" in the case of Metricom's obligations) upon the occurrence of any one or more of the following circumstances, unless, except as to Section 10.1 (a) below, the party's act or failure giving rise to such circumstance is excused as being the result of an event described in Article XII (Force Majeure).

- (a) Nonpayment. A party fails to pay or causes to be paid any amount that has become due and payable by a party to the other party hereunder within five (5) Days after Notice of such failure;
- (b) Breach of Representations or Covenant. Any material representation made by a party pursuant to this Agreement that shall prove to have been incorrect as of the date such representation was made or deemed to have been made; or if a party fails duly to observe or perform any of the other material covenants and agreements contained in this Agreement and such failure continues for [***] after Notice to specifying such failure, except that such failure shall not be deemed a default if, promptly after Notice, the defaulting party commences in good faith and thereafter diligently prosecutes measures which may reasonably be expected to effect a cure of such misrepresentation in such a way and by such time as shall avoid any adverse effect on the non-defaulting party's rights under this Agreement, or that party's ability to achieve its obligations under this Agreement. The cure period for breach of Sections 12.3 and 16.6 shall be [***];
- (c) Insolvency. A party becomes insolvent, or fails generally to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors;
- (d) Voluntary Bankruptcy. A party commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with creditors, under any bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law of the United States or any state thereof for the relief of creditors or affecting the rights or remedies of creditors generally (collectively, "Debtor Relief Laws");
- (e) Involuntary Bankruptcy. There shall be instituted against a party under any Debtor Relief Laws any case, proceeding or action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of that party or its debts or assets, which shall be continuing and shall not have been terminated, stayed or dismissed within thirty (30) Days after commencement, or a trustee, receiver, custodian or other official is appointed for or to take possession of all or any part of the property of that party, which action remains undismissed for a period of thirty (30) Days;
- (f) Nonperformance. A party disregards any applicable Laws and Regulations, the disregard of which may have a material adverse effect on the non-defaulting party's rights under this Agreement and such disregard continues for five (5) Business Days after written Notice from the non-defaulting party; or in the case of WFI, after written Notice of default from Metricom, WFI fails to provide Metricom with a cure plan and fails to commence a cure of said default in accordance with the cure plan within five (5) Business Days.

- (g) Abandonment. A party abandons the Project (except due to a

suspension of the Services permitted pursuant to this Agreement),
which may have a material adverse effect on the non-defaulting
party's rights under this Agreement, and the defaulting party fails
to recommence the Project within five (5) Business Days after
written Notice from the non-defaulting party; or a party repudiates
this Agreement.

10.2 Metricom Remedies for WFI Default. In the event of a WFI Default,

Metricom shall have any or all of the following rights and remedies, and WFI
shall have the following obligations:

- (a) Termination. Metricom, without prejudice to any of its other rights

or remedies under this Agreement, may terminate this Agreement
immediately by delivery of a Notice of termination to WFI;
- (b) Withdrawal of WFI. If requested by Metricom, WFI shall withdraw

from the Project, assign to Metricom such of WFI's subcontracts and
Vendor contracts as Metricom may request, and remove such
Construction Aids, and materials and equipment used by and any
debris or waste materials generated by WFI in the performance of the
Services as Metricom may direct, and Metricom may take possession of
any and all designs, Construction Aids, and materials and equipment,
purchase orders, inquiries, schedules, drawings, and facilities of
WFI that Metricom deems necessary to complete of the Services;
- (c) Equitable Remedies. Metricom may seek equitable relief to cause WFI

to take action, or to refrain from taking action pursuant to this
Agreement, or to make restitution of amounts improperly received
under this Agreement: or
- (d) Damages. Metricom may seek damages equal to the reasonable costs in

excess of the Project Cost incurred by Metricom or any party acting
in Metricom's behalf in completing the Services or having the
Services completed. Metricom shall be entitled to withhold further
payments to WFI until Metricom determines that WFI is entitled under
this Agreement to further payments. Upon completion of the Services
by Metricom or third parties, the total cost of the Services shall
be determined, and Metricom shall notify WFI in writing of the
amount, if any, that WFI shall pay Metricom.

10.3 WFI Remedies for Metricom Default. In the event of an Metricom Default,

WFI shall have any or all of the following rights and remedies, in addition to
those rights and remedies that may otherwise be available to WFI under this
Agreement:

- (a) Suspension. WFI may suspend performance of the Services upon no

less than ten (10) Business Days' Notice to Metricom. In that event,
WFI shall be paid for all costs incurred and arising from or
connected with the suspension, including costs of demobilization,
stand-down time and remobilization.
- (b) Termination. WFI may terminate this Agreement upon no less than ten

(10) Business Days' Notice to Metricom;
- (c) Equitable Remedies. WFI may seek equitable relief to cause Metricom

to take action, or to refrain from taking action pursuant to this
Agreement; or
- (d) Damages. WFI may seek damages for an Metricom Default for all costs

incurred by WFI arising from the Metricom Default, including
demobilization and cancellation costs, including any charges by
Vendors and Subcontractors. Notwithstanding any provision in this
Agreement to the contrary or any certificates or representations
made by WFI to the contrary, the parties

agree in the event of an Metricom Default, WFI reserves its rights under applicable law to secure any damages suffered by WFI, whether arising from Metricom's failure to pay amount due under this Agreement or otherwise, as allowed pursuant to any statutory or equitable right permitting a Mechanics' or Materialmen's Lien.

10.4 Termination for Convenience. Metricom may, in its sole discretion,

terminate all or any part of the Services without cause at any time by giving sixty (60) days advance written Notice of termination to WFI specifying the portion of the Services to be terminated and the effective date of such termination. Immediately upon the effective date of such termination, WFI shall stop performance of the terminated Services and immediately order and commence demobilization with regard to the terminated Services. WFI shall continue to proceed with any part of the Services (if any) not terminated. Upon such termination, Metricom and WFI shall have the following rights, obligations and duties:

- (a) In case of partial termination of the Services, Metricom and WFI shall cooperate and negotiate in good faith to agree upon a Change effecting appropriate adjustments in the Project Cost, Milestone Payment Schedule and other relevant matters based upon such partial termination. In that regard, WFI shall be compensated for any additional costs arising from a partial termination, including Vendor or Subcontractor cancellation charges. Any such Change shall be incorporated in a Change Order or amendment of this Agreement;
- (b) Upon any termination pursuant to this Article X, Metricom may, at its option, elect to (a) assume the responsibility for and take title to and possession of any and all Services that is terminated at the Site, excluding Construction Aids, and/or (b) succeed to the interests of WFI in any or all purchase orders, contracts and subcontracts entered into by WFI with respect to such Services provided, (i) any such assignment is subject to the concurrent payment by Metricom of amounts due WFI under this Section 10.5, (ii) such assignment is acceptable to the respective Subcontractor or Vendor that is a party to such purchase order, contracts or subcontracts and (iii) WFI is released by Metricom and such Subcontractors and Vendors in a form acceptable to WFI from all further obligations and liability thereunder.

10.5 Suspension by Metricom. Metricom may, at any time after issuance of the

Notice to Proceed and for any reason, suspend performance of the Services or any portion thereof by giving [***] written Notice to WFI, unless WFI agrees in writing to a shorter Notice period. Such suspension shall continue for the period (the "Suspension Period") specified in the suspension Notice. Should the Services be so suspended, WFI shall be paid for all costs incurred in accordance with the provision of Article V for Services performed to the date of suspension and through demobilization and remobilization, including any suspension or cancellation charges by vendors and Subcontractors.

- (a) Resumption of Services. In the case of any suspension under this

Article X, the dates set forth in this Agreement and in the Project Schedule and other dates for performance by WFI hereunder shall be equitably extended for the Suspension Period, any WFI rights or obligations under the Agreement affected by the suspension shall be equitably adjusted and the Project Cost shall be increased to reflect substantiated increases in the cost of performance of the Services and any additional costs incurred by WFI arising from the suspension.
- (b) Termination. If, at the end of the specified Suspension Period,

Metricom has not required a resumption of the Services or has not notified WFI of any extension of the Suspension Period, WFI may elect to treat the suspension as a Termination for Convenience effective as of the commencement date of the Suspension Period, and Metricom shall pay WFI for (i) the Services performed, (ii) those other costs attributable to the suspension and (iii) any other amounts payable pursuant to Article X.

ARTICLE XI FORCE MAJEURE

11.1 Defined. "Force Majeure" as used in this Agreement means events beyond

the reasonable control of Metricom or WFI, as the case may be (an "Affected Party"), including, but not limited to, the following events: acts of God, fire, flood, earthquake, public disorder, war (declared or undeclared), sabotage, governmental acts and decrees, inability to obtain or delays in obtaining Permits, any change in Laws and Regulations, riots, labor strikes, boycotts, work slowdowns and all other labor difficulties (whether direct or indirect), subsurface conditions, breakdown or damage to necessary facilities or transportation delays, hostilities or acts of terrorism, rebellion or sabotage or damage resulting therefrom, fires, floods, explosions and accidents; provided, however, no such event shall constitute Force Majeure in the event such event is caused solely by the negligent or intentional acts, errors or omissions of, or material failure to comply with any Law or Regulation by, an Affected Party or its related and affiliated entities, or a WFI Default or an Metricom Default, as the case may be.

(a) The more general provisions of this Section 12.1 to the contrary notwithstanding, it is specifically agreed the following specific events are to be treated as being, or not being, Force Majeure events with respect to WFI, as stipulated below, for all purposes of this Agreement:

(i) [***] shall be the responsibility of WFI and not a Force Majeure event, except that [***] shall constitute a Force Majeure event, and

(ii) [***] shall not be Force Majeure events.

11.2 Notice of Event. No Affected Party shall be in default under this

Agreement for failure to perform any obligation or for delay in the performance of any obligation as a result of a Force Majeure event, with the exception of any obligation to make payment of money due under this Agreement, provided the Affected Party shall give written Notice to the other party of the Force Majeure event promptly upon the Affected Party's receipt of knowledge of such event. In the case of WFI, receipt of knowledge of such event shall occur only when such event is brought to the attention of WFI's Representative (or any replacement of such person or any designee of such person in such person's absence). In the case of Metricom, receipt of knowledge of such event shall occur only when such event is brought to the attention of Metricom's Representative (or any replacement of such person or any designee of such person in such person's absence). The Affected Party shall provide the other party with (i) periodic supplemental written notices during the period of the Force Majeure regarding any change, development, progress or other relevant information concerning the Force Majeure event, and (ii) written Notice promptly of the termination of the Force Majeure event. The Affected Party shall use reasonable efforts to avoid and to minimize the effect of a Force Majeure event;

11.3 [***]. In the event [***] the parties agree, acting reasonably and in good faith, to [***] or any other obligations of the parties under this agreement is required. Should parties mutually agree with [***], then Metricom shall [***]. If the parties are [***].

ARTICLE XII INTELLECTUAL PROPERTY

12.1 Title to Plans and Specifications. Drawings and specifications prepared

by WFI pursuant to this Agreement, which Metricom may require WFI to supply in accordance with the Agreement shall become the property of Metricom after transfer of title thereto and Metricom agrees to use the information contained therein

solely for the purpose of facilitating or completing construction, maintenance, operation, modification and repair of the Facilities and any duplication thereof shall be solely for Metricom's internal use, in whole or in part, and agrees not to disclose the same or information contained therein to others for any other purpose, without the written consent of WFI. In the event Metricom uses such information for any other purpose, Metricom agrees to release, defend, indemnify and hold WFI harmless from and against any liability arising out of claims or suits asserted against WFI. Nothing herein shall be construed as limiting WFI's ownership of all rights to use its basic know-how, experience and skills, whether or not acquired during performance of the Services or to perform any engineering design or other services for any other party.

12.2 Infringement. WFI shall defend, indemnify and hold Metricom and its -----

respective affiliates, successors, assigns, employees, agents, officers and directors harmless from and against all damages, losses, costs and expenses (including, but not limited to, court costs and fees and expenses of counsel) resulting from any action brought against Metricom to the extent based on a claim that the drawings and specifications prepared by WFI pursuant to the Agreement infringes any patent or copyright if Metricom promptly notifies WFI of the claim, furnishes WFI a copy of each written correspondence relating to the claim and gives WFI authority, information and assistance (at WFI's expense) necessary to defend or settle the claim.

12.3 Non-Disclosure Agreements. Any written agreements between WFI and -----

Metricom entered into prior to the effective date hereof relating to secrecy or confidentiality of information exchanged between WFI and Metricom shall be deemed incorporated herein by reference as if fully set forth in this Agreement. The parties agree not to disclose the terms contained in this Agreement except to the extent necessary to enable the parties to fulfill their obligations under this Agreement.

12.4 Patents. WFI shall include, as a term or condition of each subcontract -----

and purchase order employed by it in the performance of the Services, a patent indemnification provision extending from the Vendor under such purchase order to Metricom and WFI, and to render such assistance to Metricom as may be reasonably required on a reimbursable cost basis to enforce the terms of such indemnification by Vendors.

ARTICLE XIII DISPUTE RESOLUTION

13.1 General Disputes. In the event of a dispute between the parties arising -----

under or relating to this Agreement, excluding any disputes related to Sections 12.3 and 16.6, which cannot be amicably resolved within five (5) Business Days by the individuals appointed pursuant to Section 2.7 and Section 3.1 hereof, such dispute shall be referred to a representative of senior management of the parties hereto for resolution. If senior management of the parties cannot amicably resolve the dispute within ten (10) Business Days the dispute shall be submitted to arbitration pursuant to Section 13.2.

13.2 Disputes Involving Changes. In the event a dispute arises pursuant to -----

the provisions of Article IV, which is unresolved pursuant to Section 13.1, such dispute shall be decided by binding arbitration with the firm of Judicial Arbitration & Mediation Services, Inc. - Endispute ("JAMS"), acting as the sole arbitrator in accordance with the current version of the Streamlined Arbitration Rules and Procedures of JAMS (the "Rules"). The award is final and binding, and no appeal may be taken on the grounds of error in the application of the law or finding of fact. Judgment may be entered on the award, and the award may be judicially enforced. Any other claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof may, if the parties mutually agree, be decided by mediation or arbitration by JAMS.

13.3 Waiver of Jury Trial. To the full extent permitted by law, Metricom and -----

WFI hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with, this Agreement, or any course of conduct, course of dealing, statements (whether oral or written) or actions of Metricom or WFI. The parties acknowledge and agree that they have received full and sufficient consideration for this provision and that this provision is a material inducement for each party entering into this Agreement.

13.4 Enforcement Costs. In the event of any arbitration or litigation

arising out of or in connection with this Agreement between Metricom and WFI, the prevailing party in such arbitration or litigation shall be paid by the nonprevailing party the costs (including reasonable attorneys' fees and expenses) incurred by such prevailing party in connection with such arbitration or litigation.

ARTICLE XIV INJUNCTIVE RELIEF FOR BREACH

14.1 Injunctive Relief for Breach. WFI's obligations of confidentiality

under the Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Metricom for which there will be no adequate remedy at law; and, in the event of such breach, Metricom will be entitled to seek injunctive relief and/or a decree for specific performance and such other and further relief as may be proper (including monetary damages if appropriate).

ARTICLE XV LIMITATION OF LIABILITY

15.1 Exclusion of Consequential Damages. Neither Metricom or WRI shall be

liable, in any event, for any special, indirect, incidental or consequential damages of any nature arising at any time or from any cause whatsoever, including specifically, but without limitation, loss of profits or revenue, loss of use of Components or the Services, non-operation or increased expense of operation or maintenance of Components or Services, cost of capital, interest or cost of purchased or replacement equipment or systems.

ARTICLE XVI GENERAL PROVISIONS

16.1 Independent Contractor. WFI is and shall act as an independent

contractor in the performance of its obligations under this Agreement. Notwithstanding the foregoing, both Parties acknowledge and agree that WFI employees, during the Initial Term and any Renewal Terms, shall be working at the direction and management of Metricom; however, WFI shall retain full control of and supervision over its own employees. WFI's personnel performing Services are agents, employees or subcontractors of WFI and are not employees of Metricom. Nothing herein shall be deemed to create any other relationship between the Parties, including, without limitation, a partnership, joint or shared venture, employer-employee or attorney-client relation. WFI shall be solely liable for all matters relating to compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local laws, rules and regulations governing such matters. WFI will honor Metricom's request for the removal of any particular employee of WFI from the Project, provided that Metricom has first submitted a written request to WFI setting forth lawful and reasonable reasons for such request.

16.2 Notices. All notices pertaining to this Agreement shall be in writing

and shall be sufficient when sent (i) by registered or certified mail, return receipt requested, upon verification of receipt; (ii) by personal delivery when delivered personally; (iii) by overnight courier upon written verification of receipt; or (iv) by telecopy, or facsimile transmission (with oral confirmation), at the following address or at such other address for either party as it shall from time to time specify in a Notice to the other party which complies with the requirement of this Section 16.2:

If to Metricom:

Dale Marquart
General Counsel
Metricom, Inc. 980 University Avenue
Los Gatos, CA 95032
Telephone: 408-399-8200
Fax: 408-399-8274

* CONFIDENTIAL TREATMENT REQUEST (ED)

If to WFI:

Masood Tayebi, Ph.D. President
Wireless Facilities, Inc.
San Diego Tech Center
9805 Scranton Road, Suite 100
San Diego, CA 92121
Telephone: (619) 824-2929
Fax: (619) 824-2928

16.3 Representations and Remedies. Neither party makes any representations,

covenants, warranties, or guarantees, express or implied, other than those expressly set forth herein. Nothing herein shall be construed as limiting either party's right to any other remedies at law, including recovery of damages for breach of the Agreement.

16.4 Solicitation of Employment. WFI and Metricom agree that, during the

Initial Term and any Renewal Terms of this Agreement, and for [***] after the expiration or earlier termination of this Agreement, neither Party shall solicit nor accept for employment any employees of the other Party who have worked on or performed Services in connection with the Project, without first obtaining the express written consent of the other Party.

16.5 Interpretation.

(a) Waivers and Amendments. Waiver by either Party of any default

hereunder by the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of each Party.

(b) Governing Law; Consent to Jurisdiction and Venue. This Agreement

shall be construed in accordance with the laws of the State of California, irrespective of its conflict of law principles. Each Party hereby agrees to submit to the in personam jurisdiction of and

consents to the laying of venue in the courts in San Diego, California for any suit, action or proceeding between the Parties that arises out of this Agreement or the Parties' performance of their obligations hereunder, and expressly agrees to waive any defense thereto.

(c) Severability. If any provision or any part of a provision of this

Agreement shall be held invalid or unenforceable, then the remaining portions of that provision and the remainder of the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of each Party shall be construed and enforced accordingly.

(d) Survival. The terms, conditions and warranties contained in this

Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive; including, without limitation, the provisions of Sections 5, 9, 10, 14 and 16.

(e) Assignment. This Agreement is binding upon and inures to the

benefit of the Parties and their respective permitted successors and assigns. A Party may assign its rights and/or delegate its duties under this Agreement to any third party only with the prior written consent, which shall not be unreasonable withheld, of the other Party, except that an assignment to a third party that controls, is controlled by, is under common control with, or

is the legal successor of the assigning Party shall not require the non-assigning Party's consent provided, however, that the assignee shall expressly assume the assigning Party's obligations hereunder and shall be subject to all of the terms and conditions of this Agreement. Any assignment of rights or delegation of duties under this Agreement by a Party will not release that Party from its obligations hereunder. Any assignment contrary to these provision shall be null and void.

- (f) **Headings; Construction; Incorporation of Recitals.** The headings of -----
the paragraphs of this Agreement are inserted for convenience only and are not intended to affect its meaning or interpretation. Throughout this Agreement, the singular shall apply to the plural and the plural to the singular, unless the context clearly indicates otherwise. The recitals set forth in the beginning of this Agreement are hereby incorporated and made a material part hereof.
- (g) **Further Assurance.** The Parties shall execute and deliver such -----
further documents and instruments and perform such further acts as may be reasonably be required to carry out the intent and purposes of this Agreement.
- (h) **Enforceability.** Indemnities against, releases from, assumptions of -----
and limitations on liability expressed in this Agreement, as well as waivers of subrogation rights, shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited or assumed or against whom rights of subrogation are waived and shall extend to the officers, directors, employees, licensors, agents, partners and related entities of such party and its partners and related entities.
- (i) **No Third Party Beneficiaries.** The parties agree to look solely to -----
each other with respect to the obligations and liability arising in connection with this Agreement and the Services performed hereunder. This Agreement and each and every provision hereof is for the exclusive benefit of Metricom and WFI their successors and assigns and not for the benefit of any third.
- (j) **Audit Rights.** Metricom may audit and inspect WFI's records and -----
accounts covering reimbursable costs, unit rates, fixed rates, unit prices, and time and material costs for a period of one (1) year following the invoicing for such Services. The purpose of any such audit shall be only for verification of such costs, and Company shall not be required to keep records of or provide access to the make-up of lump sums, fixed rates or amounts expressed as a percentage of other costs.

16.6 **Confidentiality.** Each Party may make available ("Disclosing Party") to -----

the other ("Receiving Party") access to certain trade secrets and other confidential technical, business and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is clearly and identifiably marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The Parties obligations set forth in this Section 17.8 shall not apply with respect to any portion of the Confidential Information that the Receiving Party can document by competent proof that such portion: (a) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (b) entered the public domain through no fault of the Receiving Party, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; (c) was in Receiving Party's possession free of any obligation of confidence at the time it was communicated to Receiving Party by Disclosing Party; (d) was rightfully communicated to Receiving Party free of any obligation of confidence subsequent to the time it was communicated to Receiving Party by

the Disclosing Party; (e) was developed by employees or agents of Receiving Party independently of and without reference to any information communicated to Receiving Party by Disclosing Party; or (f) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidentiality. In addition, Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. All Confidential Information furnished to the Receiving Party by the Disclosing Party is the sole and exclusive property of the Disclosing Party or its suppliers or customers.

16.7 No Conflict of Interest. During the term of this Agreement, WFI will not

accept work, enter into a contract, or accept an obligation from any third party which would prevent WFI from performing its obligations under this Agreement.

16.8 Exhibit List.

Exhibit I: Statement of Work/Deliverables
Exhibit II: Project Schedule
Exhibit III: Schedule of Values

16.9 Conflicting Provisions. This Agreement, as defined in this Section

16.9, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto. In the event of any conflict between the following documents, the terms and provisions shall govern in the following order:

- (i) any Amendments or Changes then in effect, in the inverse order of their dates of effectiveness;
- (ii) this Agreement, excluding all Exhibits;
- (iii) the Statement of Work, Exhibit I;
- (iv) all other Exhibits.

Each party shall notify the other in writing immediately upon discovering any conflict among the documents listed above.

16.10 Entire Agreement; Modifications. This Agreement, including the

Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the Effective Date with respect to the Services. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings, whether written or oral, are superseded by this Agreement. This Agreement may be modified only in a written document signed by both Parties.

THE PARTIES ACKNOWLEDGE AND AGREE THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN FREELY, FAIRLY AND THOROUGHLY NEGOTIATED. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE SUCH TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WAIVERS, ALLOCATIONS OF, RELEASES FROM, INDEMNITIES AGAINST AND LIMITATIONS OF LIABILITY, WHICH MAY REQUIRE CONSPICUOUS IDENTIFICATION, HAVE NOT BEEN SO IDENTIFIED BY MUTUAL AGREEMENT AND THE PARTIES HAVE ACTUAL KNOWLEDGE OF THE INTENT AND EFFECT OF SUCH TERMS AND CONDITIONS. EACH PARTY ACKNOWLEDGES THAT IN EXECUTING THIS AGREEMENT THEY RELY SOLELY ON THEIR OWN JUDGMENT, BELIEF, AND KNOWLEDGE, AND SUCH ADVICE AS THEY MAY HAVE RECEIVED FROM THEIR OWN COUNSEL, AND THEY HAVE NOT

BEEN INFLUENCED BY ANY REPRESENTATION OR STATEMENTS MADE BY ANY OTHER PARTY OR ITS COUNSEL. NO PROVISION IN THIS AGREEMENT IS TO BE INTERPRETED FOR OR AGAINST ANY PARTY BECAUSE THAT PARTY OR ITS COUNSEL DRAFTED SUCH PROVISION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

METRICOM, INC.

WIRELESS FACILITIES, INC.

/s/ Dale W. Marquart

/s/ Masood K. Tayebi

By: Dale W. Marquart

By: Masood K. Tayebi

Title: General Counsel

Title: President

Date: 09-27-99

Date: 09-27-99

EXHIBIT I
To
MASTER SERVICES AGREEMENT
Between Metricom, Inc. and Wireless Facilities, Inc.
Dated September 21, 1999

STATEMENT OF WORK FOR RF ENGINEERING

Services Description:

This scope of work describes the tasks to be performed for the turnkey RF engineering services ("RF Engineering Services"). The task descriptions include Metricom responsibilities, WFI responsibilities, task descriptions, and deliverables for each phase of the project.

Warranty:

In accordance with Section 6.1 of the Agreement, the WFI Warranty Period for this Part I will be Thirty (30) Days from the date of entitlement for payment for Punch List Complete/Site Acceptance, as defined in Exhibit III of the Agreement.

Term of Agreement:

WFI and Metricom have executed a Master Services Agreement and this Statement of Work, which, taken together, form an exclusive agreement between WFI and Metricom for the provisioning of RF Engineering Services as set forth in this Statement of Work. The exclusivity of the Agreement for RF Engineering Services expires 30 June 2001, or upon completion of the RF Engineering Services for an estimated three thousand [***] sites, which occurs first, at the following rates.

1. \$[***] dollars per site up to an estimate of [***] sites
2. \$[***] dollars per site after [***] sites up to an estimate of [***] sites.

Task 1 Project Initiation

A. Services Description:

This task describes the mutual tasks and responsibilities for initiation of the RF engineering.

B. WFI Responsibilities:

1. Develop RF engineering project plan and schedule
2. Load master lease site locations into RF planning database

Metricom Confidential and Proprietary

WFI Exhibit I to Master Services Agreement dated 09/21/99

Metricom Initials: _____ 1 of 5 WFI Initials: _____

* Confidential Treatment Required

3. Perform with real estate representative a market specific zoning analysis
4. Engineering Training on Mapinfo and Decibel Planner
5. Order equipment and ship equipment to field offices
6. Provide trained and experienced RF engineers in each market to support site development activities
7. Provide RF project management including reporting and scheduling
8. Provide all RF engineering field logistics support
9. Supply training facility for engineers in San Diego
10. Supply and ship all RF engineering field kit equipment including computers, plotters, laptops, GPS, and office supplies

C. Metricom responsibilities:

1. Provide network equipment specification documentation
2. Provide friendly/bulk site databases
3. Define GSA coverage boundaries
4. Network configuration and Decibel Planner tools training
5. Design criteria including link budget
6. Terrain Databases
7. Propagation tool software (Decibel Planner)
8. Supply drive test equipment

D. Project Initiation Deliverables:

1. Training complete
2. Engineers and drive test teams in market

Task 2: Preliminary Design

A. Services Description:

This task describes the mutual responsibilities required for completing the preliminary RF design.

B. WFI responsibilities:

1. Complete the Initial Area Survey
2. Complete the Morphology Definition
3. Tune the propagation model and perform tool adjustment
4. Perform Morphology drive testing

Metricom Confidential and Proprietary

WFI Exhibit I to Master Services Agreement dated 09/21/99

Metricom Initials: _____ 2 of 5 WFI Initials: _____

5. Develop Initial design
6. Select friendly sites for Initial design
7. Selection of Anchor Sites
8. Specify system coverage capacities
9. Visit friendly site location
10. Perform propagation analysis
11. Reset and review search rings
12. Reset cell placement for ideal sites
13. Review design with Metricom

C. Metricom Responsibilities:

1. Approve preliminary design
2. Attendance by approval representatives at the design review

D. Deliverables

1. Preliminary design review
2. Sign-off on primary design

Task 3: Initial Search Ring Release

A. Service Description:

In this task RF engineering will release search area rings to the leasing teams.

B. WFI responsibilities:

1. Prepare initial search rings
2. Release search rings to Metricom for review
3. Release search rings to site development teams as instructed by Metricom

Metricom responsibilities:

1. Provide personnel to review and approve search rings.

D. Deliverables

1. Search Ring packages issued to leasing and zoning

Metricom Confidential and Proprietary

WFI Exhibit I to Master Services Agreement dated 09/21/99

Metricom Initials: _____ 3 of 5 WFI Initials: _____

Task 4: Field Design and Candidate Approvals:

A. Services Description:

Task 4 involves the mutual responsibilities and tasks needed for RF engineering to approve site locations. The process is an iterative process with all of the disciplines.

B. WFI responsibilities:

1. Visit search rings with site acquisition
2. Candidate site visit (average 2 sites per search ring)
3. Propagation analysis (average 3 sites per search ring)
4. Approve or Disapprove site location
5. Rank each submitted candidate(s) per search ring
6. Drive test and review best candidates
7. Visit site with site acquisition and construction
8. Attend site review meetings to chose the best candidate
9. Support pre-construction Studies
10. Select WAP equipment type for site
11. Provide antenna location sketches construction drawings
12. Perform link budget calculation per cell
13. Coordinate FAA/FCC Studies
14. Final construction and zoning review
15. Review construction and zoning drawings
16. If necessary, support zoning activities in the town meetings
17. Identify and solve any construction, zoning and site acquisition issues from RF perspective.

C. Metricom responsibilities:

1. Provide approval authority and sign-off for sites

D. Deliverables:

1. RF approval and sign-off of primary candidates
2. RF candidate information forms complete

Metricom Confidential and Proprietary

WFI Exhibit I to Master Services Agreement dated 09/21/99

Metricom Initials: _____ 4 of 5 WFI Initials: _____

Task 5: Final Site Acceptance

A. Services Description:

This task describes the mutual responsibilities and tasks needed to accept the site.

B. WFI responsibilities:

- 1. Visit the constructed site and review the RF equipment locations with construction supervisor.
- 2. RF Acceptance and sign-off of the constructed site
- 3. Develop final design coverage plots
- 4. Prepare and create the final design review
- 5. Identify coverage holes and provide a proposal to correct them

C. Metricom responsibilities:

- 1. Provide final design approval authority

D. Deliverables:

- 1. Final design review
- 2. Delivery all site information Site Candidate Package to Metricom
- 3. RF site acceptance complete

This Statement of Work is an attachment to the Master Services Agreement between Metricom, Inc. and Wireless Facilities, Inc. dated September 21, 1999. This Statement of Work may not be modified except in writing by both Parties.

Accepted by:

Metricom, Inc.

Wireless Facilities, Inc.

/s/ Dale W. Marquart

/s/ Masood K. Tayebi

By: DALE W. MARQUART

By: MASOOD K. TAYEBI

Title: GENERAL COUNSEL

Title: PRESIDENT

Date: 9-27-99

Date: 09-27-99

 Metricom Confidential and Proprietary
 WFI Exhibit I to Master Services Agreement dated 09/21/99
 Metricom Initials: _____ 5 of 5 WFI Initials: _____

Package:

Address and Contact Info

Photos and Maps

Property data and Zoning Information

Site Review and Coordination

Site Tests

Team visit to select and finalize sites:

Landlord Meetings

Phase 2 Lease Acquisition

Title Search for candidate sites

Legal review of Lease

Environmental studies

Prepare Lease Exhibits

Coordinates site diagrams

Prepare lease package and File
close-out

Signed Lease

Site Acquisition Complete

Site Acquisition Complete

Zoning Approvals

Conduct Preliminary Investigation

Physical Review of Area

Prepare Initial Zoning Analysis Binder

Metricom TurnKey Project R2

System Requirements

Establish Site Selection criteria

Turnkey Deployment

RF Design

Establish Design Objectives

Review coverage objectives and site
criteria

RF Preliminary Design

Initial Area Survey

Morphology Definition

Morphology Drive Test (assume 5 per
market)

Propagation Tool Adjustment

Visit Friendly Site Location

Select Friendly Sites for Initial
Design (Anchor sites)

Run Propagation Analysis

Reset Cell Placement (ideal sites) and
rerun

[***]

System Coverage Maps

Review Design with Client

Prepare Initial Search Ring

Release Search Rings to Client

RF Field Design and Optimization

Visit Rings with SA

Candidate Site Visit (average 2 per
ring)

Propagation Analysis (average 3 per
ring)

Rank Each Submitted Candidates per ring

Drive Test and Review Best Candidates

Visit site with all disciplines

Final Meeting to Chose the Best Candidate

Select Equipment Type for Site

Locate Equipment on Site for Construction Drawing

Perform Link Budget Calculation per Cell

FAA/FCC Capital Corporation Studies (if necessary)

Study for construction or zoning

3rd Quarter 4th Quarter 1st Quarter

Task Name JUL AUG SEP OCT NOV DEC JAN FEB MAR

Prepare and submit planning permit application to appropriate jurisdiction

Prepare Zoning package:

Submit Zoning Package

Zoning Approval (Based on Local Jurisdictions)

Zoning Complete

Building Permit Services

Building permit submittal documents:

A&E Drawings

Structural Analysis

Apply for Building Permits

Building Permit Received

Permitting Complete

Construction Management

Site surveys

Geotechnical Studies

Construction drawings

RFQ for Construction Bid package

Order Installation of commercial power

Coordinate Ordering of Interconnect

Tower/foundation design

Order Materials

Final Construction Drawings Complete

Begin Construction

Construction Ready

Site Testing

WFI RF Approval

Punch list Complete

Metricom Acceptance

Construction Complete

Turnkey Complete

Support Zoning and Construction

Review Construction Drawings

Design: 10% will need to be redo

Final Coverage Plot and Finalizing the Project Coverage Area

Preparation to release sites to Metricom

Optimization Complete

Site Acquisition

Phase 1 - Identify Site Candidates

Visit Ring with RF

Confirm Landlord willingness to lease

Deliver standard lease and info package
to landlord

Prepare and Submit Candidate Ranking
Package:

Address and Contact Info

Photos and Maps

Property data and Zoning Information

Site Review and Coordination

Site Tests

Team visit to select and finalize sites:

Landlord Meetings

Phase 2 Lease Acquisition

Title Search for candidate sites

Legal review of Lease

Environmental studies

Prepare Lease Exhibits

Coordinates site diagrams

Prepare lease package and File
close-out

Signed Lease

Site Acquisition Complete

Site Acquisition Complete

Zoning Approvals

Conduct Preliminary Investigation

Physical Review of Area

Prepare Initial Zoning Analysis Binder

Metricom TurnKey Project R2

System Requirements

Establish Site Selection criteria

Turnkey Deployment

RF Design

Establish Design Objectives

Review coverage objectives and site
criteria

RF Preliminary Design

Initial Area Survey

Morphology Definition

Morphology Drive Test (assume 5 per
market)

Propagation Tool Adjustment

Visit Friendly Site Location

Select Friendly Sites for Initial
Design (Anchor sites)

Run Propagation Analysis

Reset Cell Placement (ideal sites) and
rerun

System Coverage Maps

Review Design with Client

Prepare Initial Search Ring

Release Search Rings to Client

RF Field Design and Optimization

Visit Rings with SA

Candidate Site Visit (average 2 per ring)

Propagation Analysis (average 3 per ring)

Rank Each Submitted Candidates per ring

Drive Test and Review Best Candidates

Visit site with all disciplines

Final Meeting to Chose the Best Candidate

Select Equipment Type for Site

Locate Equipment on Site for Construction Drawing

Perform Link Budget Calculation per Cell

FAA/FCC Capital Corporation Studies (if necessary)

Study for construction or zoning

EXHIBIT III
 TO
 MASTER SERVICES AGREEMENT
 BETWEEN METRICOM, INC. AND WIRELESS FACILITIES, INC.
 DATED SEPTEMBER 21, 1999

RF ENGINEERING SCHEDULE OF VALUES

PART I-PRICE SCHEDULE

WFI and Metricom have executed a Master Services Agreement that is exclusive between WFI and Metricom for all RF engineering services as follows:

1. [***] dollars per site up to an estimate of [***] sites
2. [***] dollars per site after [***] sites up to an estimate of [***] sites.

The Exclusivity Agreement for RF engineering expires 30 June, 2001, or after completion of RF engineering Services as set forth in Exhibits I for an estimate of [***] sites, whichever occurs first.

PART II-MILESTONE PAYMENT SCHEDULE

RF ENGINEERING MILESTONE PAYMENT SCHEDULE

| NO. | MILESTONE | PCT | DELIVERABLE |
|-----|-------------------------------------|-------|-------------|
| 1 | Project Set-up and Initiation | [***] | [***] |
| 2 | Preliminary Design Approval | [***] | [***] |
| 3 | Search Rings Issued | [***] | [***] |
| 4 | Primary Candidate Approvals | [***] | [***] |
| 5 | Final Site Configurations | [***] | [***] |
| 6 | Punch List Complete/Site Acceptance | [***] | [***] |

CONDITIONS

- Milestone one: Project Set-up and Initiation [***]
 Milestone two: Preliminary Design Approval [***]
 Milestone three: Search Rings Issued [***]
 Milestone four: Primary Candidate Approvals [***]

* CONFIDENTIAL TREATMENT REQUEST (ED)

PART III-PROFESSIONAL SERVICES HOURLY RATES

The hourly rates set forth below shall apply to all Services performed by WFI that are in addition to those described in the Statement of Work. Metricom shall compensate WFI on an hourly basis in accordance with the rates set forth in the table below. WFI may invoice Metricom monthly for all hourly-billed Services rendered the previous period.

1. These hourly rates do not include expenses or taxes.

WIRELESS FACILITIES, INC.
1999 Hourly Services Rates

| Service Type | Employment Category | Hourly Rate | Monthly Rate |
|----------------------------|---------------------------------|-------------|--------------|
| Program Management | 1 Project Manager | \$ [***] | \$ [***] |
| | 2 Project Coordinator | \$ [***] | \$ [***] |
| | 3 Administrative Assistant | \$ [***] | \$ [***] |
| RF Engineering | 4 Principal Engineer | \$ [***] | \$ [***] |
| | 5 Senior Engineer | \$ [***] | \$ [***] |
| | 6 Design Engineer | \$ [***] | \$ [***] |
| | 7 Engineer | \$ [***] | \$ [***] |
| | 8 Associate Engineer | \$ [***] | \$ [***] |
| Network Engineering | 9 Technician | \$ [***] | \$ [***] |
| | 10 Principal Engineer | \$ [***] | \$ [***] |
| | 11 Senior Engineer | \$ [***] | \$ [***] |
| | 12 Design Engineer | \$ [***] | \$ [***] |
| | 13 Engineer | \$ [***] | \$ [***] |
| | 14 Associate Engineer | \$ [***] | \$ [***] |
| | 15 Technician | \$ [***] | \$ [***] |
| Site Acquisition | 16 Leasing Manager | \$ [***] | \$ [***] |
| | 17 Zoning Manager | \$ [***] | \$ [***] |
| | 18 Site Acquisition Specialist | \$ [***] | \$ [***] |
| | 19 Zoning Specialist | \$ [***] | \$ [***] |
| Construction Management | 20 Paralegal | \$ [***] | \$ [***] |
| | 21 CM Construction Manager | \$ [***] | \$ [***] |
| | 22 CM Operations Manager | \$ [***] | \$ [***] |
| | 23 CM Construction Engineer | \$ [***] | \$ [***] |
| | 24 CM Project Coordinator | \$ [***] | \$ [***] |
| | 25 CM Utility Coordinator | \$ [***] | \$ [***] |
| | 26 CM Field Supervisor | \$ [***] | \$ [***] |
| Installation & Maintenance | 27 Cell-site Engineer | \$ [***] | \$ [***] |
| | 28 Switch Engineer | \$ [***] | \$ [***] |
| | 29 Engineer Supervisor | \$ [***] | \$ [***] |
| | 30 Sr. Installer | \$ [***] | \$ [***] |
| | 31 Installer | \$ [***] | \$ [***] |
| Documentation | 32 Document Controls Supervisor | \$ [***] | \$ [***] |
| | 33 Document Controls | \$ [***] | \$ [***] |
| Logistics | 34 Logistics Manager | \$ [***] | \$ [***] |
| GIS | 35 GIS Manager | \$ [***] | \$ [***] |
| | 36 GIS Specialist | \$ [***] | \$ [***] |
| Business Consulting | 37 Sr. Partner | \$ [***] | \$ [***] |
| | 38 Partner | \$ [***] | \$ [***] |
| | 39 Director | \$ [***] | \$ [***] |
| | 40 Business Consultant | \$ [***] | \$ [***] |
| Advanced Technology | 41 Principal Staff Engineer | \$ [***] | \$ [***] |
| | 42 Sr. Staff Engineer | \$ [***] | \$ [***] |
| | 43 Staff Engineer | \$ [***] | \$ [***] |

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WFI Exhibit III to Master Services Agreement dated September 21, 1999
Page 2 of 3

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PART IV-ADDITIONAL EXPENSES

Expense Summary

The following table summarizes which expenses are included in WFI's fixed pricing and which are considered pass-through expenses. WFI may invoice Metricom bi-weekly for reimbursable pass-through expenses.

| | WFI Included | Metricom Provided or Reimbursed to WFI as Pass-Through expenses |
|---|-----------------|---|
| Expense Summary: ----- | | |
| Architect and Engineering Services | [***] | [***] |
| Capital lease costs (if necessary) | [***] | [***] |
| Cellular Phones/Pagers | [***] | [***] |
| Cellular/Paging Service (project related) | [***] | [***] |
| Crane rental for drive testing | [***] | [***] |
| Construction Contractor for site construction | [***] | [***] |
| Easement Acquisition Costs (if necessary) | [***] | [***] |
| Environmental Site Assessment | [***] | [***] |
| Expert Testimony (if necessary) | [***] | [***] |
| Land-use attorney (if necessary) | [***] | [***] |
| Lease option payments | [***] | [***] |
| License & Permit Fees | [***] | [***] |
| Field Expenses (maps, deeds, film developing, etc.) | [***] | [***] |
| Formal Site Survey | [***] | [***] |
| Frequency Coordination Study (preliminary and final) | [***] | [***] |
| GIS/Mapping (as necessary) | [***] | [***] |
| Mechanical and Electrical Drawings | [***] | [***] |
| Vehicle Expenses (project related) | [***] | [***] |
| Personal Computers & Related Software | [***] | [***] |
| Office Supplies | [***] | [***] |
| CW Drive Test Equipment | [***] | [***] |
| Propagation Tools (software), terrain data bases | [***] | [***] |
| Propagation Tools (hardware computer and plotter) | [***] | [***] |
| Overnight Mail (project related) | [***] | [***] |
| Photo Simulations (as necessary) | [***] | [***] |
| Soil Tests (geotechnical testing) | [***] | [***] |
| Structural Analysis | [***] | [***] |
| Title (property ownership verification) Report Cost | [***] | [***] |
| Tower Stress and Foundation Analysis | [***] | [***] |
| Travel and Living Expenses | [***] | [***] |
| Zoning/Filing/Permitting Fees | [***] | [***] |
| EXPENSES INCLUDED IN OFFICE SPACE (See Note (1)) ----- | | |
| Telephone/FAX Service (local/long distance) (1) | [***] | [***] |
| Office Rent, Furniture & Equipment (1) | [***] | [***] |
| Utilities (1) | [***] | [***] |
| ----- | | |

Note(1): Office Space will be compensated at a rate of \$[***] per square foot per month, said rate will be subject to negotiation by Metricom and WFI based on demonstrated and substantial increased actual cost in a specific market.

 * CONFIDENTIAL TREATMENT REQUEST (ED)

EXHIBIT I-A
to
MASTER SERVICES AGREEMENT
Between Metricom, Inc. and Wireless Facilities, Inc.
Dated September 21, 1999

STATEMENT OF WORK RFP #AB-003

Part I: Site Acquisition Scope of Work

Overview:

Part I of this document describes the tasks and responsibilities of Metricom and the Contractor to lease WAP sites.

Warranty:

In accordance with Section 6.1 of the Agreement, the Contractor Warranty Period for this Part I will be [***] Days from the date of entitlement for payment for lease signed, as defined in Exhibit III of the Agreement.

Part I: Task 1- Site Identification

A. Services Description:

After RF preliminary design approval and upon the Metricom release of search areas, this task defines the responsibilities of each party to identify potential sites.

Note that Metricom typically has utilized only existing structures for its WAP sites (i.e., only existing buildings, water towers, communications sites, or other similar type structures). Therefore, raw land sites upon which Metricom would be required to build towers would not be considered except in the most exceptional of circumstances.

B. Contractor Responsibilities

1. Upon the release of search areas, the Contractor shall meet with the WFI RF Engineer and LGRPA and review coverage objectives and minimum criteria for each search area.
2. The Contractor shall conduct a physical review of the search area and identify up to three (3) potential WAP site candidates, which meet the minimum requirements as defined by Metricom.
3. The Contractor shall make contact with the owner(s) of the potential sites and confirm with the owner(s) a willingness to Lease the property to Metricom for the purpose of locating a WAP facility.
4. The Contractor shall deliver to the owner(s) an information package containing WAP facility siting information and a copy of the Metricom standard Lease agreement.
5. The Contractor shall prepare and submit a site candidate ranking package ("Candidate Package") for each site (containing the address, owner/contact information, photos, maps, property data and zoning information), in a format approved by Metricom, to the RF Manager and LGRPA for evaluation.
6. The contractor shall coordinate with the building owner, on an as needed basis, to facilitate access for RF Engineering personnel for drive testing operations.

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Metricom Initials: _____ 1 of 20 WFI Initials: _____

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7. Approval of a candidate site shall serve as the Contractor's notice to proceed with all site development activity (leasing, zoning, construction management, interconnect management and installation) provided an Authorization to Proceed to Zoning has been received on each WAP Site from the local LGRPA.
8. Upon approval of the candidate site, the Contractor shall be required, at Metricom's discretion, to negotiate a Lease agreement, which meets Metricom's legal and pricing requirements.

C. Metricom Responsibilities:

1. Issue search areas to Contractor along with issuing to Contractor its Notice to Proceed with the Statement of Work under Section 2.3 of the Agreement.
2. Provide L GRPA contact to approve coverage objective and minimum search criteria for each search area.
3. Provide copy of Metricom standard lease agreement, legal and pricing requirements

D. Deliverables:

1. Candidate Package - The Contractor shall prepare and submit a site candidate ranking package ("Candidate Package") for each site (containing the address, owner/contact information, photos, maps, property data and zoning information), in a format approved by Metricom, to the RF Manager and LGRPA for evaluation.

Part I: Task 2- Site Review & Coordination Activities

A. Services Description:

The Contractor shall schedule site visits whereby the appropriate disciplines will evaluate the site candidate(s) to select and prioritize the RF approved sites.

B. Contractor Responsibilities:

1. The Contractor shall work directly with the WFI RF Engineer and assist in selecting and prioritizing acceptable sites from the candidate list.
2. The Contractor shall be required to coordinate site visits, landlord meetings and site tests as required. The selection of sites shall be based on terrain, zoning, RF, construction feasibility, cost, permitting and environmental requirements.
3. The site review process will result in 3 outcomes for a candidate site:
 - a. Candidate Unconditionally Approved-A candidate site that has been unconditionally approved by the WFI RF engineer and that meets Metricom's leasing terms and construction requirements.
 - b. Candidate Conditionally Approved - A candidate site that requires further investigation to determine whether it will be unconditionally approved or rejected.
 - c. Candidate Rejected - A candidate site that does not meet the RF design parameters and/or cannot meet acceptable Metricom business terms/construction requirements. The person(s) who reject the candidate will clearly describe on the Candidate Review Form the reason for the rejection.

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Metricom Initials: _____ 2 of 20 WFI Initials: _____

- . Unconditional approval of a site candidate will serve as Metricom's Notice to Proceed ("NTP") to Contractor for leasing, zoning, (including parallel processing of leasing and zoning tasks) construction management and installation.

4. Each discipline in the GSA (i.e., the Contractor, WFI RF Engineer and LGRPA) shall meet the following Candidate Review and Response Times:
 - a. Unconditional Approval: [*] Business Days from the date of submission of the candidate package by Contractor.
 - b. Resolution of Issues for Conditional Approval or Rejection: [*] additional Business Days (for a total of [*] business days from date of submission of a candidate package by Contractor).
5. The Contractor's Project Manager in charge of the GSA will be responsible for coordinating and mediating between RF Engineering, Real Estate, Construction and LGRPA disciplines to select the primary candidate.
6. Difficult Search Areas - In the event sites are not identified for a search area that meet the required criteria, the Contractor shall be required to report what sites are available and work with the WFI RF Engineer and LGRPA to find the best site for the search area or redesign the search area. It is the Contractor's responsibility to issue a written notice to Metricom LGRPA.

C. Metricom Responsibilities:

1. The LGRPA is Metricom's oversight person for this process and has sole authority, in accordance with the WAP Decision Matrix, to approve business terms that are outside of Metricom's specified parameters.
2. The Contractor's Project Manager will direct issues that cannot be resolved in the GSA to the Metricom LGRPA.
3. Each discipline in the GSA (i.e., the Contractor, WFI RF Engineer, Metricom LGRPA) shall meet the following Candidate Review and Response Times:
 - a. Unconditional Approval: [*] Business Days from the date of submission of the candidate package by Contractor.
 - b. Resolution of Issues for Conditional Approval or Rejection: [*] additional Business Days (for a total of [*] business days from date of submission of a candidate package by Contractor).
4. Difficult Search Areas - In the event sites are not identified for a search area that meet the required criteria, the Contractor shall be required to report what sites are available and work with the WFI RF Engineer and LGRPA to find the best site for the search area or redesign the search area. In this case it is Metricom's responsibility to acknowledge the notice.

D. Deliverables:

1. Update Site Candidate Package
2. Search Ring Package
3. Candidate Review Form

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Metricom Initials: _____ 3 of 20 WFI Initials: _____

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Part I: Task 3- Lease Acquisition

A. Services Description:

Task 3 describes the process and mutual responsibilities to obtain leases for Metricom Sites. Also the interaction between all of the disciplines and responsible authorities for approving the leases is addressed.

B. Contractor Responsibilities:

1. The Contractor shall negotiate the terms and conditions of the Metricom standard Lease with the site owner in accordance with Metricom's Standard pricing and legal requirements.
2. The Contractor shall deliver a formal Lease agreement signed by the property owner(s) or their legal representative(s) and a Letter of Authorization (permission to file a zoning application) for the priority one candidate in each search area.
3. Title Search: As a general rule, Metricom will require a title search on all sites requiring new tower construction and/or sites requiring excavation and/or trenching for the placement of the WAP cabinet and power and telco. Metricom will require a title search on an as-needed basis only
 - a. If needed, The Contractor shall order the title search and deliver a copy of the results to Metricom as directed by Metricom.
 - b. If needed, the Contractor shall order a title search as directed by Metricom on an exception basis for all other site types.
4. Legal Assistance: The Contractor shall supply legal review personnel for each of the markets in which Contractor is supplying WAP site development services.
 - a. Contractor's legal review personnel shall use their best efforts to assist Contractor and Metricom in obtaining agreements in accordance with Metricom's guidelines.
 - b. Contractor and Metricom shall agree upon the procedures for Metricom's review and approval of License Agreements that are outside such guidelines.
 - c. Contractor shall be responsible for the performance and turnaround times of its legal reviewers.

C. Metricom Responsibilities:

1. Title Search:
 - a. Metricom shall review and approve all title search documents.
 - b. The cost of title reports shall be borne by Metricom.
2. Legal Assistance:
 - a. Metricom shall provide the standard Lease and legal guidelines for Lease negotiations to the Contractor.
 - b. Metricom shall provide guidelines for negotiating non-standard agreements.
3. Contractor and Metricom shall agree upon the procedures for Metricom's review and approval of Lease Agreements that are outside such guidelines.
4. Metricom shall be responsible for the performance and turnaround times of its legal reviewers.

D. Deliverables

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Metricom Initials: _____ 4 of 20 WFI Initials: _____

1. Update Site Candidate Package:
 - a. Signed Lease or Lease Option Documentation
 - b. Title search

Part I: Task 4- Environmental Studies

A. Services Description:

When the need occurs, Task 4 explains the process and mutual responsibilities of working with Metricom to order environmental studies. However, Contractor should avoid any and all sites requiring NEPA certification and/or Phase 1 Review unless no other qualified sites are available and only after discussion with local LGRPA.

B. Contractor Responsibilities:

1. The Contractor shall order environmental studies (typically limited to NEPA Compliance Review and Phase 1 Environmental Review) from Metricom approved vendors where required by the site criteria guidelines issued approved by Metricom.
2. Identify sites where environmental studies are needed and communicate to Metricom.
3. Receive authorization by Metricom to proceed with environmental studies.

C. Metricom Responsibilities:

1. Approval to proceed, within two business days, with the initiation of environmental studies.
2. Provide Legal guidelines and practices for Environmental Studies in each market.
3. Provide approval of authorized NEPA consultants.
4. The cost of environmental studies shall be borne by Metricom.

D. Deliverables:

1. An original copy of the results of the Phase 1 or II study

Part I: Task 5- Lease Exhibits

A. Services Description:

Obtain and/or create Exhibits A and B to the lease or license agreement for each WAP site.

Exhibit A is defined as the description of the property on which the WAP site will be located.

Exhibit B is defined as the depiction of Metricom's leased premises for each WAP site

B. Contractor Responsibilities:

1. The Contractor shall prepare a legal description for the candidate site meeting the local recording office's requirements for legal descriptions on recorded documents (if permitted by cutting and pasting the legal description from the title-vesting document or by carefully typing _____ same).
2. The Contractor shall prepare or cause the Architect to prepare a site diagram including the equipment and antenna configuration to be used as Exhibit B to the lease and/or for use by other disciplines. Contractor shall coordinate with the WFI RF Engineer for their approval of the diagram.

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Metricom Initials: _____ 5 of 20 WFI Initials: _____

3. The Contractor shall also obtain, where possible, current as-built drawings from the landowner to aid in site design and engineering.

C. Metricom Responsibilities:

1. Site equipment layout specification guidelines.
2. Coordinate with Metricom LGRPA, Zoning and A&E personnel proper drawings for zoning submittal package.
3. Cost of reproduction of existing as built drawings will be borne by Metricom

D. Deliverables:

1. Lease Exhibits A and B.

Part I: Task 6- Tracking and Reporting

A. Services Description:

This task describes the mutual responsibilities required to track and record the progress on the project.

B. Contractor Responsibilities:

1. Obtain weekly report format or forms required by Metricom.
2. Maintain current and timely reporting and records of each site specific data as required and specified by Metricom.
3. Coordinate and manage Weekly meetings to review site status tracking.

C. Metricom Responsibilities:

1. Provide weekly report format or forms required by Metricom.
2. LGRPA will attend Weekly meetings to review site status tracking.

D. Deliverables:

1. Weekly Status Meeting.
2. Site Information Package Updates

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Metricom Initials: _____ 6 of 20 WFI Initials: _____

Part I: Task 7- Lease Package and File Close-out

A. Services Description:

This task describes the responsibility of preparing a Lease Package Documentation Checklist:

B. Contractor Responsibilities:

- 1. Obtain Three originally signed copies of an approved WAP Lease agreement signed by a duly authorized representative (per Metricom's guidelines) of the landlord, Lease summary form, exhibits, title and environmental reports, draft agreements, photos, maps, correspondence, a comprehensive negotiator's report, and any other items.

C. Metricom Responsibilities:

- 1. Format to be provided by Metricom on the Metricom WAP File Documentation Checklist

D. Deliverables:

- 1. Obtain Three originally signed copies of an approved WAP Lease agreement signed by a duly authorized representative (per Metricom's guidelines) of the landlord, Lease summary form, exhibits, title and environmental reports, draft agreements, photos, maps, correspondence, a comprehensive negotiator's report, and any other items.

Part II: Zoning Approvals Scope of Work

Services Description:

Part II describes the necessary tasks and mutual responsibilities to obtain zoning for the WAP sites.

Warranty:

In accordance with Section 6.1 of the Agreement, the Contractor Warranty Period for this Part II will be [***] Days from the date of entitlement for payment for zoning approved, as defined in Exhibit III of the Agreement. Part II: Task 1- Preliminary Investigation:

A. Services Description:

In this task, the contractor works closely with RF Engineering, Site Acquisition, and Construction to determine the zoning requirements.

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 Metricom Initials: _____ 7 of 20 WFI Initials: _____

* Confidential treatment requested.

B. Contractor Responsibilities:

1. The Contractor shall obtain any and all required approvals or zoning variances from all jurisdictions necessary to legally operate the proposed WAP facility on the selected site.
2. The Contractor shall conduct a physical review of the search area with all site development disciplines and provide input to determine the priority one candidate.
3. The Contractor shall review search areas with the WFI RF Engineer to review minimum criteria for each search area.
4. If no approvals are required, the Contractor shall provide satisfactory evidence thereof
5. The Contractor shall visit the local zoning jurisdiction and interpret codes and planning criteria for the search area to determine any fast-track permit possibilities.
6. The Contractor shall coordinate all activities associated with zoning applications, meetings and community relations.
7. The Contractor will represent Metricom at up to [***] required public meetings and/or hearings and conduct presentations as required.
8. Zoning Analysis and Strategy:
 - a. The Contractor will develop a detailed zoning analysis of all selected sites.
 - b. The analysis will be site specific and will include but not be limited to: fees, height restrictions, building codes, setbacks, exceptions, zoning history, abutter issues, zoning process, timelines, methods to expedite the standard zoning process and other pertinent zoning requirements.
 - c. The Contractor will submit these findings in the WAP Specific Zoning Analysis form.
 - d. Together with the LGRPA shall develop a zoning strategy for the candidate site.

C. Metricom Responsibilities:

1. Provide LGRPA representative for strategy support and approvals.
2. Provide zoning report format
3. Metricom to approve and bear the costs for expert testimony/lobbyists

D. Deliverables:

1. Zoning ordinance process definition.
2. Detailed WAP Specific Zoning Analysis of all selected sites.

Part II: Task 2- Site Identification/Approval:

A. Services Description:

This task describes the mutual responsibilities and interaction between all of the site development disciplines in providing input to determine the priority one candidates.

B. Contractor Responsibilities:

1. The Contractor will perform site walks with RF Engineering, Construction, and Leasing, and with Architect representative.
 - a. .
2. Applications

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Metricom Initials: _____ 8 of 20 WFI Initials: _____

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- a. The Contractor shall prepare and submit the planning permit application(s) (if required) to the appropriate jurisdiction(s), including procurement of all associated reports, photographs and other required visual representations.

3. Environmental Assessments

- a. The Contractor shall coordinate any activities required by Metricom or the local jurisdiction for Phase I Environmental Assessment or other applicable environmental compliance (e.g., NEPA compliance) required to obtain zoning approval of a candidate property.
- b. The Contractor shall order environmental studies from vendors approved by Metricom where required by the site criteria guidelines issued approved by Metricom and deliver a copy of the results to Metricom.

4. Site Plans:

- a. The Contractor shall coordinate the generation of required zoning drawings and modifications from architectural and engineering firms approved by Metricom.
- b. In addition, the Contractor will be responsible for coordinating and obtaining the Property Owners' approval of all final zoning plans.

5. The Contractor shall coordinate all activities associated with zoning applications, meetings and community relations.

6. The Contractor will represent Metricom at up to [***] required public meetings and/or hearings and conduct presentations as required.

C. Metricom Responsibilities:

1. Metricom will provide the application fee upon submittal of a check request from the Contractor.
2. Metricom will review and approve any environmental studies.
3. The cost of environmental studies, visual representations, and other materials required to submit the zoning applications shall be borne by Metricom.
4. The cost of drawings, site plans, photo simulations and other visual representations must be pre-authorized by Metricom and will be borne by Metricom.
5. Approval of Architectural and Engineering firms necessary to meet the schedule.

D. Deliverables:

1. Site Plans
2. Zoning application or determination letter.
3. Zoning approval, determination or Contractor's written analysis that Metricom's use is permitted by right.

Part II: Task 3- Tracking and Reporting:

A. Services Description:

This describes the mutual tracking and reporting responsibilities of the permitting process.

B. Contractor Responsibilities:

1. Zoning Coordination:
 - a. The Contractor shall track the permit application schedule to assure planning approval deadlines are met.

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Metricom Initials: /s/ PWM

9 of 20

WFI Initials: /s/ DT

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- b. In addition, the Contractor shall manage any outside lobbyists and/or attorneys, approved in advance by Metricom in its sole discretion, necessary to assist in obtaining zoning approvals.

2. Zoning Package and File Close-out:

- a. The Contractor shall prepare a Zoning Package (format to be provided by Metricom) which includes, either:
 - 1. Convincing written evidence that Metricom may install its WAP by right, or
 - 2. A document evidencing the formal approval of the appropriate jurisdiction(s) (whether through an administrative approval process or otherwise) with zoning conditions acceptable to Metricom, copies of all correspondence, photos, photo simulations, applications, conditions, staff reports, plans, drawings, contacts, agendas and other pertinent information, a comprehensive negotiator's report, and any other items as detailed on Metricom's Zoning File Documentation Checklist.
 - 3. In addition, the Contractor will complete the Metricom WAP Zoning File Documentation Checklist for hand-off to Metricom's LGRPA.

3. Tracking and Reporting

- a. The Contractor shall submit timely reports addressing progress in a format provided or approved by Metricom and attend any necessary meetings with Metricom or its designated representative(s) no less than weekly.
- b. The Contractor will keep Metricom informed of the scheduling of all-public meetings and/or hearings.

C. Metricom Responsibilities:

- 1. Provide dedicated LGRPA representative in each market to attend weekly meetings.
- 2. Provide local decision making authority for all zoning decisions.
- 3. Provide zoning package and file close-out format.

D. Deliverables:

- 1. Weekly report
- 2. The Contractor will keep Metricom informed of the scheduling of all-public meetings and/or hearings.
- 3. Zoning Package and File Close-out

Part III: Construction Management:

Services Description:

Part III describes the construction management tasks and mutual responsibilities in determining the construction feasibility of WAP sites and all of interaction between disciplines needed to construct the site.

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WFI Exhibit I-A to Master Services Agreement dated 09/21/99

Metricom Initials: _____ 10 of 20 WFI Initials: _____

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Warranty:

In accordance with Section 6.1 of the Agreement, the Contractor Warranty Period for this Part III will be [***] Days from the date of entitlement for payment for site construction completed, WAP installed and all accepted by Metricom Representative, as defined in Exhibit III of the Agreement.

Part III: Task 1- Preliminary Investigation:

A. Services Description:

Task one describes the mutual responsibilities in visiting sites and determining the construction feasibility.

B. Contractor Responsibilities:

1. Contractor shall determine the construction feasibility and layout of each WAP site; manage all of the design and engineering services required to produce the zoning and construction drawings; obtain any and all required building permits and related approvals of the plans prior to commencement of construction of the site; manage the bidding, contracting, materials delivery, construction, and placement of electrical service; and obtain final approval and acceptance of each WAP site.
2. Contractor shall represent Metricom with all building departments and related governmental officials at the municipal level and with all contractors and utilities, except interconnect, required for the construction and installation of the site.
3. The Contractor shall review each of the potential WAP site candidates to determine its construction feasibility and to assist the site acquisition representative in preparing lease exhibits showing the optimum layout for the equipment and antennas.
4. The Contractor shall visit the local building departments and interpret the codes to determine the process, requirements, application forms, and drawing requirements for building permits and other related permits required to construct each WAP site.
5. The Contractor shall discuss same as appropriate with the building department officials.
6. The Contractor shall determine any fast track permit possibilities and the cost and requirements of same.
7. From the preliminary investigation, the Contractor shall create a construction feasibility report and shall assist the site acquisition representative ensuring that the requirements of the construction feasibility report are included in the Lease Agreement for the WAP candidates.
8. Zoning Support - Contractor shall support the zoning process if it is necessary for construction management personnel to appear at any meetings or hearings to assist Metricom in obtaining the required zoning approvals for any WAP site.

C. Metricom Responsibilities:

1. Contract A & E firms that are licensed in each GSA
2. Provide Standard Construction Equipment Specifications
3. Provide Metricom standard format for feasibility reports.
4. Provide construction approval process

D. Deliverables:

1. Construction Feasibility report utilizing the WAP Site Survey Form

Part III: Task 2- Management of Architectural & Engineering Services:

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A. Services Description:

Task two describes the mutual responsibilities needed to engage and manage A&E firms needed to permit and construct the sites.

B. Contractor responsibilities:

1. The Contractor shall qualify architectural & engineering services in each of its markets and obtain Metricom's approval of the firms and the business terms for such services.
2. The Contractor shall request such services as required to complete the zoning and construction drawings for each WAP site, utilizing the forms and processes as directed by Metricom.
3. Contractor shall schedule the work of the architects and engineers
4. Contractor shall manage their progress and review the drawings and other submittals to make sure that they meet Metricom's technical and quality standards.
5. Contractor shall obtain from the architects and engineers the number and type of drawings and other submittals required for Metricom to obtain the zoning approvals and building permits required to construct each WAP site.

C. Metricom Responsibilities:

1. Provide Metricom's technical and quality standards.
2. Define the business terms for A & E services
3. Metricom shall prepare the construction contract documents for execution by the architects, engineers and Metricom.
4. All such contracts shall be entered into directly between the architects and engineers and Metricom.

D. Deliverables:

1. Zoning Drawings
2. Construction Drawings

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Part III: Task 3- Building Permit Management:

A. Services Description:

Task three describes the mutual responsibilities and tasks associated with obtaining building permits for the WAP sites.

B. Contractor Responsibilities:

1. Order construction contractor to prepare and submit the building permit application (if required) to the appropriate jurisdictions, including all required ancillary documents, drawings, and forms required by the jurisdiction.
2. Contractor shall advise Metricom of the application fee and other permit fees required to obtain the permits, which shall be paid by Metricom.
3. Contractor shall manage the plan check process with the building permit officials and obtain the building permit and other ancillary permits required for construction of each WAP site.
4. Contractor shall attempt to expedite each permit process to the fullest extent possible. To the extent such expediting requires any additional cost or fees, Contractor shall obtain Metricom's prior approval before authorizing any such expenditures.
5. Contractor shall ensure that the site Construction Company has all the necessary building permit documentation and is aware of all-specific conditions and requirements imposed by the jurisdiction.

C. Metricom Responsibilities:

1. Notice to Proceed with Construction
2. Approved Construction Drawings
3. Building Permit Approval
4. Pay permit application fees

D. Deliverables:

1. Building Permit Applications.
2. Building Permits.

Part III: Task 4- Materials Coordination:

A. Services Description:

This section describes the responsibilities of each company to deliver site construction materials to each site.

B. Contractor Responsibilities:

1. Contractor shall submit to Metricom on a timely fashion all requests for owner supplied materials, utilizing the forms and processes designated by Metricom.

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2. Contractor shall make such request in a timely fashion to allow the ordering and delivery to a warehouse of such materials by Metricom as required for the construction of each WAP site.
3. Contractor shall order the delivery and acceptance of such materials from the warehouse to the construction company unless Metricom directs that the materials be delivered to some other location.
4. Contractor shall report to Metricom all material deficiencies and defects of which it becomes aware.

C. Metricom Responsibilities:

1. Metricom will order all owner supplied WAP materials and manage the delivery of the materials to a warehouse for storage and distribution to WAP sites 2. Metricom will provide contractor with a list of materials to be supplied by owner, (Metricom) bulk site vendor and the construction contractor.
3. Metricom shall manage the process of replacing material deficiencies and defects of which it becomes aware.

D. Deliverables:

1. Materials Delivery Schedule

Part III: Task 5- Construction Contracting:

A. Services Description:

Contractor shall manage the process of identifying, selecting, and bidding jobs for the construction of each site.

B. Contractor Responsibilities:

1. Manage construction schedule
2. Contractor shall prepare the bid package documents for submission to contractors for the construction of each WAP site.
3. The Contractor shall obtain bids from [***] qualified contractors for the construction of each site, unless Metricom agrees to a different bid process or less contractors.
4. The Contractor shall prepare an analysis of the bids and submit it to Metricom with its recommendation for the contractor to be selected.

C. Metricom Responsibilities:

1. Metricom shall prepare the construction contract documents for execution by the Construction Company and Metricom.
2. All such contracts shall be entered into directly between the Construction Company and Metricom.

D. Deliverables:

1. List of qualified contractors with contact names, and recommendations.
2. Construction bid responses

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3. Construction schedule report
4. Construction bid package analysis

Part III: Task 6- Electric Utilities Coordination

A. Services Description:

This task describes the mutual responsibilities and tasks needed to order and verify installation of electric utilities to each WAP site.

B. Contractor Responsibilities:

1. Contractor shall coordinate with the applicable electric utilities to plan and order such utilities for each WAP site.
2. It is anticipated that electric service shall be supplied by the landlord of the WAP site. At WAP sites where Metricom will be required to meter or sub-meter separately, the Contractor shall advise Metricom of this and that direct service must be obtained from the applicable electric utility.
3. The Contractor shall submit such orders to the electric utility in a timely fashion to provide for installation of service in connection with the construction of the WAP site.
4. Contractor shall inspect each site for proper electrical installation.

C. Metricom Responsibilities:

1. Provide signature authority for utility agreement

D. Deliverables:

1. Order Confirmation
2. Utility delivery schedule

Part III: Task 7- Management of Civil Construction

Services Description:

Task seven describes mutual responsibilities and the tasks associated with site civil construction. These services are included but not limited to:

A. Contractor Responsibilities:

1. File Permits
2. Scheduling of the construction of the sites and coordination with the landlord;
3. Inspection of the work to ensure that it meets Metricom's technical and quality standards;
4. Requiring the contractor to complete the work in accordance with all applicable safety procedures, regulations and laws;
5. Administering the construction contract,
6. Approving request for payment, and submitting same to Metricom;
7. Report on the completing of the civil construction in accordance with the schedule.

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WFI Initials: _____

8. Using Metricom provided "Standard Construction Process for Wired Access Point" document, the Contractor shall prepare a punch list for the civil construction work and manage the correction of all punch list items by the Construction Company.
9. Using Metricom provided "Standard Construction Process for Wired Access Point" document, the Contractor shall ensure that the Construction Company obtains all required inspections and obtains final sign off from the applicable building department.
10. Contractor shall obtain from the construction company and its subs waivers of mechanic lien and lien releases in connection with contractor's submission of its request for final payment.

C. Metricom Responsibilities:

1. Provide site inspection checklist/punch list
2. Payment mechanism to support construction contracting.
3. Provide construction agreement contract
4. Approve progress payments.
5. Insuring the completion of the civil construction in accordance with the schedule.
6. The costs of permits will be borne by Metricom

D. Deliverables:

1. Completed site inspection checklist/punchlist

Part III: Task 8- Tracking and Reporting:

A. Services Description:

This task describes the mutual responsibilities and tasks needed to manage the construction schedule, Construction Management Package, and File Closeout.

B. Contractor Responsibilities:

1. Construction Schedule - Contractor shall perform the management services according to the Construction Forecast submitted by Contractor.
2. The Contractor shall prepare a construction management package (format to be provided by Metricom) which includes approved documentation evidencing the completion of all required construction and equipment installation work and the final approval and inspection by the building department and Metricom.
3. Contractor shall deliver to Metricom completed file including such documentation, copies of all correspondence, draft documents, photos, applications, permits, plans, drawings, maps, and lien releases.
4. In addition, the Contractor shall complete and submit the latest version of Metricom's construction management file documentation checklist to Metricom's property manager.

C. Metricom Responsibilities:

1. Metricom to provide equipment production forecast and delivery interval.

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D. Deliverables:

1. Releases, payment documentation, and other pertinent information or items as detailed in Metricom's construction management file documentation checklist (to be supplied by Metricom).
2. In addition, the Contractor will complete and submit the latest version of Metricom's construction management file documentation checklist to Metricom's property manager.
3. Weekly production schedule report

Part IV: WAP Cabinet and Electronics Installation

A. Services Description:

Using the WAP Cabinet Specifications provided below, this section describes the mutual responsibilities and tasks needed to install the WAP cabinets in each site.

Warranty:

In accordance with Section 6.1 of the Agreement, the Contractor Warranty Period for this Part IV will be [***] Days from the date of entitlement for payment for site construction completed, WAP installed and all accepted by Metricom Representative, as defined in Exhibit III of the Agreement.

The WAP Cabinet Specifications are outlined as follows:

 WCS Cabinet

- . WCS Outdoor Sites: [***].
- . WCS Indoor Sites: [***].
- . Metricom anticipates utilizing the [***] as dictated by capacity requirements.
- . WCS indoor cabinet dimensions are approximately: [***][***].
- . WCS outdoor cabinet dimensions are approximately: [***][***].

 ISM Cabinet

- . ISM Indoor : [***] Cabinet dimensions: [***].[***]
 - . ISM outdoor : [***] Cabinet dimensions: [***].[***]
-

B. Contractor Responsibilities

1. Contractor shall perform the installation and reasonable Installation testing, in accordance with Metricom procedures, of the WAP equipment at each site.
2. Contractor shall schedule with Metricom to accept the site after the installation of the electronic equipment and completion of the testing and optimization procedures.

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3. Contractor's completion of [***] shall be deemed the "construction management deliverable" for purposes of Contractor's entitlement to its construction management paypoint.
4. Responsibility for Schedule.
5. Manage and coordinate the delivery of the WAP cabinet and electronics to the physical WAP site location and the movement from the site location to the location where the WAP Cabinet is to be installed.
6. Field Supervision of installation services
7. Secure cabinets to floor/pad or other area or structure, as constructed and prepared by the general construction contractor.
8. Install batteries
9. Install 4 High Power Amps (8 Amps if 8 antenna configuration used) - WCS only.
10. Connect (wire up) the AC power (4 power cords for WCS and 2 for ISM).
11. (8 power cords if 8 antenna configuration used)
12. Install power supply (conversion) modules (4 for ISM).
13. (4 for WCS 4 antenna configuration)
14. (8 for WCS 8 antenna configuration)
15. Connect T-1 or DS-3 lines and 1 POTS line (to be supplied by Metricom).
16. Connect coax (WCS) or Ethernet jumpers (ISM, which consists of connecting 16 jumpers from the entrance protection panel to the network switch).
17. Connect the equipment grounding system
18. Reasonable Installation testing in accordance with Metricom procedures.

C. Metricom Responsibilities:

1. Provide documentation for Methods and Procedures for WAP equipment installation.
2. Installation materials specifications.
3. Warehousing and delivery of all WAP electronics to the market and each site.
4. Warehousing and delivery of all cabling kit materials to the market and each site.
5. Warehousing and delivery of Power equipment materials to market and each site.
6. Qualify and Select Installation subcontractors in each market.
7. Work Order documentation and procedures.
8. Quality and Safety procedures.
9. Provide DC power connection
10. T-1 or similar facilities installation to site.
11. Furnish cables and specialized test equipment for each site.
12. Furnish list of tools and test equipment required for installation teams.
13. Furnish earthquake bracing materials as required.
14. Optimize system and test connection (including alarm functionality) back to Network Operations Center (NOC).
15. Site Cutover management and place system or declare system ready to be placed into service.

D. Deliverables:

1. Installation Acceptance punch list.

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Part V- GSA MATRIX

| GSA | Work Completion Date | Site Acq. Services | Zoning Services | Construction Management Services | WAP Installation Services | # ISM WAPs | # WCS WAPs | Total WAPs |
|--------------|----------------------|--------------------|-----------------|----------------------------------|---------------------------|------------|------------|------------|
| Phase 1 GSAs | | | | | | | | |
| [***] | [***] | X | X | X | X | [***] | [***] | [***] |
| [***] | [***] | X | X | X | X | [***] | [***] | [***] |
| [***] | [***] | X | X | X | X | [***] | [***] | [***] |
| [***] | [***] | X | X | X | X | [***] | [***] | [***] |
| [***] | [***] | X | X | X | X | [***] | [***] | [***] |
| [***] | [***] | X | X | X | X | [***] | [***] | [***] |
| [***] | [***] | X | X | X | X | [***] | [***] | [***] |
| | | | | | Subtotal | [***] | [***] | [***] |
| Phase 2 GSAs | | | | | | | | |
| [***] | [***] | X | X | X | X | [***] | [***] | [***] |
| | | | | | Subtotal | [***] | [***] | [***] |
| | | | | | Grand Total | [***] | [***] | [***] |

The numbers provided are Metricom's best estimate of the quantity of WAP sites, ROW jurisdictions, and Utilities in each location, but they are not definitive. Metricom reserves the right to revise these numbers, if and as necessary, in its sole discretion.

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* CONFIDENTIAL TREATMENT REQUESTED.

This Statement of Work is an attachment to the Master Services Agreement between Metricom, Inc. and Wireless Facilities Inc. dated September 21, 1999. This Statement of Work may not be modified except in writing by both Parties.

Accepted by:

Metricom, Inc.

Wireless Facilities, Inc.

/s/ Dale W. Marquart

/s/ Masood K. Tayebi

By: Dale Marquart

By: Masood K. Tayebi

Title: General Counsel

Title: President

Date: 9-29-99

Date: 9-29-99

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20 of 20

| | | | | |
|----|--|-------|-------|-------|
| 28 | Conduct Preliminary Investigation | [***] | [***] | [***] |
| 29 | Physical Review of Area | [***] | [***] | [***] |
| 30 | Prepare Initial Zoning Analysis Binder | [***] | [***] | [***] |
| 31 | Prepare and submit planning permit application | [***] | [***] | [***] |
| 32 | Prepare Zoning package: | [***] | [***] | [***] |
| 33 | Submit Zoning Package | [***] | [***] | [***] |
| 34 | Zoning Approval (Based on Local Jurisdictions) | [***] | [***] | [***] |
| 35 | Zoning Complete | [***] | [***] | [***] |
| 36 | BUILDING PERMIT SERVICES | [***] | [***] | [***] |
| 37 | Building permit submittal documents: | [***] | [***] | [***] |
| 38 | A&E Drawings | [***] | [***] | [***] |
| 39 | Structural Analysis | [***] | [***] | [***] |
| 40 | Apply for Building Permits | [***] | [***] | [***] |
| 41 | Building Permit Received | [***] | [***] | [***] |
| 42 | Permitting Complete | [***] | [***] | [***] |
| 43 | CONSTRUCTION MANAGEMENT | [***] | [***] | [***] |
| 44 | Site surveys | [***] | [***] | [***] |
| 45 | Geotechnical Studies | [***] | [***] | [***] |
| 46 | Construction drawings | [***] | [***] | [***] |
| 47 | RFQ For Construction Bid package | [***] | [***] | [***] |
| 48 | Order Installation of commercial power | [***] | [***] | [***] |
| 49 | Coordinate Ordering of Interconnect | [***] | [***] | [***] |
| 50 | Tower/foundation design | [***] | [***] | [***] |
| 51 | Order Materials | [***] | [***] | [***] |
| 52 | Final Construction Drawings Complete | [***] | [***] | [***] |
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| 56 | WFI RF Approval | [***] | [***] | [***] |
| 57 | Punch list Complete | [***] | [***] | [***] |
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| 53 | Begin Construction | [***] | [***] | [***] |
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| 55 | Site Testing | [***] | [***] | [***] |
| 56 | WFI RF Approval | [***] | [***] | [***] |
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EXHIBIT III-A
to
MASTER SERVICES AGREEMENT
Between Metricom, Inc. and Wireless Facilities, Inc.
Dated September 21, 1999

SCHEDULE OF VALUES RFP #AB-003

PART I-PRICE SCHEDULE

Note: Please prepare one firm fixed price cost proposal for all GSAs listed in Exhibit I-A

| Task | Task Description | \$ COST/per WAP | \$ TOTAL Cost |
|------------------------|--|-----------------|---------------|
| 1. | Site Acquisition | \$[***] | \$[***] |
| 2. | Zoning Approval | \$[***] | \$[***] |
| 3. | Construction Management | \$[***] | \$[***] |
| 4. | WAP Installation/Testing/Stand-alone Commissioning | \$[***] | \$[***] |
| Total Firm Fixed Price | | \$[***] | \$[***] |

PART II -MILESTONE PAYMENT SCHEDULE (Paid per WAP)

Note: All payments are less amounts paid under letters of intent until these amounts are fully recovered.

| Activity | Payment percentage Based on total price per WAP by type of WAP/(note 1)/ | Metricom Verification Authority | Metricom Approval Authority |
|--------------------------------------|---|------------------------------------|--------------------------------|
| Search ring issued to the contractor | [***]% | Local ROW Director | Lee Gopadze |
| Lease signed | [***]% | Local ROW Director | Lee Gopadze |

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Metricom Initials: /s/ DWM 1 of 5 WFI Initials: /s/ MT

* CONFIDENTIAL TREATMENT REQUEST (ED)

| | | | |
|--|---------------------|---|---------------|
| Zoning approved | [***]% | Local ROW Director | Lee Gopadze |
| Site construction completed, WAP installed and all accepted by Metricom Rep. | [***]% | Regional Operations & Construction Director | Bill Isbister |
| Early Completion Incentive | [***]% of the [***] | Regional Operations & Construction Directors | Bill Isbister |

PART III -INCENTIVE BONUS PAYMENT SCHEDULE (Paid per GSA)

| GSA | Maximum Incentive Bonus Week 4 | Maximum Incentive Bonus Week 3 | Maximum Incentive Bonus Week 2 | Maximum Incentive Bonus Week 1 |
|-----------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Phase 1 | \$[***] | | | |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| TOTAL Phase 1 = | \$[***] | \$[***] | \$[***] | \$[***] |
| Phase 2 | \$[***] | | | |
| [***] | \$[***] | \$[***] | \$[***] | \$[***] |
| TOTAL Phase 2 = | \$[***] | \$[***] | \$[***] | \$[***] |
| GRAND TOTALs | \$[***] | \$[***] | \$[***] | \$[***] |

Notes:

1. Early completion is defined as [***].
2. Additionally, early completion is calculated on a [***] basis requiring a [***] prior to the scheduled completion. Thus [***].
3. Compensation for early completion is [***].
4. The early completion incentive allows for a [***]

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PART IV- PROFESSIONAL SERVICES RATE SHEET

The hourly rates set forth below shall apply to all Services performed by WFI that are in addition to those described in the Statement of Work. Metricom shall compensate WFI on an hourly basis in accordance with the rates set forth in the table below. WFI may invoice Metricom monthly for all hourly-billed Services rendered the previous period.

Terms and Conditions:

1. The monthly rates include \$[***] living allowance per person, which covers [***].
2. The hourly rate [***]

 Wireless Facilities, Inc.
 1999 Hourly Services Rates

| Service Type | Employment Category | Hourly Rate | Monthly Rate |
|----------------------------|--------------------------------|-------------|--------------|
| Program Management | 1 Project Manager | \$[***] | \$[***] |
| | 2 Project Coordinator | \$[***] | \$[***] |
| | 3 Administrative Assistant | \$[***] | \$[***] |
| RF Engineering | 4 Principal Engineer | \$[***] | \$[***] |
| | 5 Senior Engineer | \$[***] | \$[***] |
| | 6 Design Engineer | \$[***] | \$[***] |
| | 7 Engineer | \$[***] | \$[***] |
| | 8 Associate Engineer | \$[***] | \$[***] |
| Network Engineering | 9 Technician | \$[***] | \$[***] |
| | 10 Principal Engineer | \$[***] | \$[***] |
| | 11 Senior Engineer | \$[***] | \$[***] |
| | 12 Design Engineer | \$[***] | \$[***] |
| | 13 Engineer | \$[***] | \$[***] |
| | 14 Associate Engineer | \$[***] | \$[***] |
| | 15 Technician | \$[***] | \$[***] |
| Site Acquisition | 16 Leasing Manager | \$[***] | \$[***] |
| | 17 Zoning Manager | \$[***] | \$[***] |
| | 18 Site Acquisition Specialist | \$[***] | \$[***] |
| | 19 Zoning Specialist | \$[***] | \$[***] |
| | 20 Paralegal | \$[***] | \$[***] |
| Construction Management | 21 CM Construction Manager | \$[***] | \$[***] |
| | 22 CM Operations Manager | \$[***] | \$[***] |
| | 23 CM Construction Engineer | \$[***] | \$[***] |
| | 24 CM Project Coordinator | \$[***] | \$[***] |
| | 25 CM Utility Coordinator | \$[***] | \$[***] |
| | 26 CM Field Supervisor | \$[***] | \$[***] |
| Installation & Maintenance | 27 Cell-site Engineer | \$[***] | \$[***] |
| | 28 Switch Engineer | \$[***] | \$[***] |
| | 29 Engineer Supervisor | \$[***] | \$[***] |
| | 30 Sr. Installer | \$[***] | \$[***] |
| Documentation | 31 Installer | \$[***] | \$[***] |
| | 32 Document Controls | \$[***] | \$[***] |

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| | | | |
|---------------------|-----------------------------|----------|----------|
| | Supervisor | | |
| | 33 Document Controls | \$ [***] | \$ [***] |
| Logistics | 34 Logistics Manager | \$ [***] | \$ [***] |
| GIS | 35 GIS Manager | \$ [***] | \$ [***] |
| | 36 GIS Specialist | \$ [***] | \$ [***] |
| Business Consulting | 37 Sr. Partner | \$ [***] | \$ [***] |
| | 38 Partner | \$ [***] | \$ [***] |
| | 39 Director | \$ [***] | \$ [***] |
| | 40 Business Consultant | \$ [***] | \$ [***] |
| Advanced Technology | 41 Principal Staff Engineer | \$ [***] | \$ [***] |
| | 42 Sr. Staff Engineer | \$ [***] | \$ [***] |
| | 43 Staff Engineer | \$ [***] | \$ [***] |

Please identify what the rates include:

PART V- SCHEDULE OF ITEMS NOT COVERED BY CONTRACTOR'S PRICES

The following table summarizes which expenses are included in WFI's fixed pricing and which are considered pass-through expenses. WFI may invoice Metricom bi-weekly for reimbursable pass-through expenses.

| | | |
|--|-----------------|---|
| | WFI Included | Metricom Provided or Reimbursed to WFI as Pass-Through expenses |
|--|-----------------|---|

Expense Summary:

| | | |
|--|-------|-------|
| Architect and Engineering Services | [***] | [***] |
| Capital lease costs (if necessary) | [***] | [***] |
| Cellular Phones/Pagers | [***] | [***] |
| Cellular/Paging Service (project related) | [***] | [***] |
| Crane rental for drive testing | [***] | [***] |
| Construction Contractor for site construction | [***] | [***] |
| Easement Acquisition Costs (if necessary) | [***] | [***] |
| Environmental Site Assessment | [***] | [***] |
| Expert Testimony (if necessary) | [***] | [***] |
| Land-use attorney (if necessary) | [***] | [***] |
| Lease option payments | [***] | [***] |
| License & Permit Fees | [***] | [***] |
| Field Expenses (maps, deeds, film developing, etc.) | [***] | [***] |
| Formal Site Survey | [***] | [***] |
| Frequency Coordination Study (preliminary and final) | [***] | [***] |
| GIS/Mapping (as necessary) | [***] | [***] |
| Mechanical and Electrical Drawings | [***] | [***] |
| Vehicle Expenses (project related) | [***] | [***] |
| Personal Computers & Related Software | [***] | [***] |
| Office Supplies | [***] | [***] |
| CW Drive Test Equipment | [***] | [***] |

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| | | |
|---|-------|-------|
| Propagation Tools (software), terrain data bases | [***] | [***] |
| Propagation Tools (hardware - computer and plotter) | [***] | [***] |
| Overnight Mail (project related) | [***] | [***] |
| Photo Simulations (as necessary) | [***] | [***] |
| Soil Tests (geotechnical testing) | [***] | [***] |
| Structural Analysis | [***] | [***] |
| Title (property ownership verification) Report Cost | [***] | [***] |
| Tower Stress and Foundation Analysis | [***] | [***] |
| Travel and Living Expenses | [***] | [***] |
| Zoning/Filing/Permitting Fees | [***] | [***] |
| EXPENSES INCLUDED IN OFFICE SPACE (see Note (1)) | | |
| Telephone/FAX Service (local/long distance) (1) | [***] | [***] |
| Office Rent, Furniture & Equipment (1) | [***] | [***] |
| Utilities (1) | [***] | [***] |

Note(1): Office Space will be compensated at a rate of \$[***] per square foot per month, said rate will be subject to negotiation by Metricom and WFI based on demonstrated and substantial increased actual cost in a specific market.

PART VI- SCHEDULE OF ITEMS NOT COVERED BY CONTRACTOR'S PRICES

List below all items not covered by the quoted prices, per this document, and you expect to require in order to complete the requirements as stated herein.

| Item Description | Est. Unit Price | Number of Units | Extended Price |
|--|-----------------|-----------------|----------------|
| Miscellaneous Installation Materials: | | | |
| Tie Wraps | | | |
| Cable Ladder | | | |
| Cables of any type | | | [***] |
| Specialized Test Equipment (Laptops are included) | | | |
| Specialized Installation Construction, such as Crane | | | |
| Lifts, building or door modifications | | | [***] |
| Crane Rental for Drive Testing | | | [***] |
| No permit fees of any type | | | |

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