

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

Amendment No. 2  
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)

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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.

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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.

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- -----

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 16. Exhibits And Financial Statement Schedules

(a) Exhibits.

Exhibit Number -----	Description of Document -----
1.1	Form of Underwriting Agreement. (1)
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. (1)
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 August 18, 1999.*
10.8	Amended and Restated Investor Rights Agreement by and among the Company and certain stockholders of the Company dated as of February 26, 1999.*
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.*

Exhibit Number -----	Description of Document -----
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	Master Services Agreement by and between Entel Technologies, Inc. and TeleCorp Holding Corp., Inc. dated as of February 27, 1998, as amended.+*
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 Release 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.
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. (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.

(1) To be filed by amendment.

\* 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. 2 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 September 10, 1999.

By: \_\_\_\_\_  
 \*  
 \_\_\_\_\_  
 Massih Tayebi  
 Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 2 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)	September 10, 1999
* _____ Masood K. Tayebi	President and Director	September 10, 1999
/s/ Thomas A. Munro _____ Thomas A. Munro	Chief Financial Officer (Principal Financial and Accounting Officer)	September 10, 1999
* _____ Scott Anderson	Director	September 10, 1999
* _____ Bandel Carano	Director	September 10, 1999
* _____ Scot Jarvis	Director	September 10, 1999
/s/ Thomas A. Munro _____ Thomas A. Munro		

\*By: \_\_\_\_\_  
 Thomas A. Munro

EXHIBIT INDEX

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(1) To be filed by amendment.

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BYLAWS  
OF  
WIRELESS FACILITIES, INC.,  
A Delaware Corporation



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BYLAWS  
OF  
WIRELESS FACILITIES, INC.  
A Delaware Corporation

ARTICLE I.

OFFICES

Section 1. - Registered Office. The registered office of the corporation

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within the State of Delaware shall be in the City of Dover, County of Kent,  
State of Delaware.

Section 2. - Principal Offices. The Board of Directors shall fix the

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location of the principal executive office of the corporation at any place  
within or outside the State of Delaware.

Section 3. - Other Offices. The Board of Directors may at any time

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establish branch or subordinate offices at any place or places where the  
corporation is qualified to do business.

ARTICLE II.

MEETINGS OF STOCKHOLDERS

Section 1. - Place of Meetings. Meetings of stockholders shall be held

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at any place within or outside the State of Delaware designated by the Board of  
Directors. In the absence of any such designation, stockholders' meetings shall  
be held at the principal executive office of the corporation.

Section 2. - Annual Meeting. The annual meeting of the stockholders

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shall be held each year within six (6) months of the end of the corporation's  
fiscal year on a date and at a time designated by the Board of Directors. If  
this day shall be a legal holiday, then the meeting shall be held on the next  
succeeding business day, at the same hour. At the annual meeting, the  
stockholders shall elect a Board of Directors, consider reports of the affairs  
of the corporation and transact such other business as may be properly brought  
before the meeting.

Section 3. - Special Meeting. Special meetings of the stockholders, for

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any purpose or purposes, unless otherwise prescribed by statute or the  
Certificate of Incorporation, may be called at any time by the President, and  
shall be called by the President or Secretary at the request in writing of a  
majority of the Board of Directors or one or more stockholders owning a majority  
in amount of the entire capital stock of the corporation issued and outstanding  
and entitled to vote. The written request shall state the purpose or purposes  
of the special meeting. Business transacted at any special meeting shall be  
limited to the purposes stated in the notice.

Section 4. - Notice of Stockholders' Meetings. Whenever stockholders are

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required or permitted to take any action at a meeting, a written notice of the  
meeting shall be given which notice shall state the place, date and hour of the  
meeting, and, in the case of a special meeting,

the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. If mailed, notice is given when deposited in the United States mail postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation. An affidavit of the mailing or other means of giving any notice of any stockholders' meeting shall be executed by the Secretary, Assistant Secretary or any transfer agent of the corporation giving the notice, and shall be filed and maintained in the minute book of the corporation and shall, in the absence of fraud, be prima facie evidence of facts stated herein.

Section 5. - Quorum. The presence in person or by proxy of the holders

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of a majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders shall constitute a quorum for the transaction of business.

Section 6. - Adjourned Meeting; Notice. Any stockholders' meeting,

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annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting. When any meeting of stockholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless the adjournment is for more than 30 days from the date set for the original meeting, or if after adjournment a new record date is fixed for the adjourned meeting. Notice of any such adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting in accordance with Section 4 of this Article II. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 7. - Voting; Proxies. The stockholders entitled to vote at any

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meeting of stockholders shall be determined in accordance with the provisions of Section 11 of this Article II, subject to the provisions of Section 217 of the Delaware General Corporation Law (relating to voting shares held by a fiduciary or in joint ownership). Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Unless otherwise required under these bylaws or the Delaware General Corporation Law, voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote which are present in person or by proxy at such meeting. At any stockholder meeting at which a quorum is present, the affirmative vote

of a majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders shall be the act of the stockholders, unless the vote of a greater number or voting by classes is required by the Delaware General Corporation Law or by the Certificate of Incorporation. There shall be no cumulative voting.

Section 8. - Record Date for Stockholder Notice, Voting and Giving

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Consents. For purposes of determining the stockholders entitled to notice of  
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any meeting or to vote or entitled to give consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 days nor less than 10 days before the date of any such meeting nor more than 10 days before any such action without a meeting.

If the Board of Directors does not so fix a record date:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to give consent to corporate action in writing without a meeting (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating to that action.

Section 9. - List of Stockholders Entitled to Vote. The officer who has

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charge of the stock ledger of the corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified in the notice of the meeting or if no notice is given, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 10. - Telephonic Meetings. At any meeting held pursuant to these

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Bylaws, shareholders may participate by means of a telephone conference or similar method of communication by which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes presence in person at the meeting.

Section 11. - Stockholder Action by Written Consent Without a Meeting.

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Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes

that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 12. - Inspectors of Election. Before any meeting of  
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stockholders, the corporation shall appoint one or more inspectors of election to act at the meeting if so required under Section 7 of this Article II and make a written report thereon. If no inspectors of election are able to act at a meeting of the stockholders, the Chairman of the meeting shall appoint one or more inspectors of election to act at the meeting. If inspectors are appointed at a meeting, the holders of a majority of shares or their proxies present at the meeting shall determine how many inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the Chairman of the meeting shall appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum and the authenticity, validity and effect of proxies;

(b) Hear, determine and retain for a reasonable period a record of the disposition of all challenges and questions in any way arising in connection with the right to vote;

(c) Count and tabulate all votes or consents;

(d) Determine when the polls shall close;

(e) Determine the result.

ARTICLE III.

DIRECTORS

Section 1. - Powers. Subject to the provisions of the Delaware General  
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Corporation law and any limitations in the Certificate of Incorporation and these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 2. - Number of Directors. The number of directors of the  
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corporation shall not be less than three (3) nor more than seven (7). The exact number of directors shall be four (4) until changed, within the limits specified above, by a bylaw amending this Section 2, duly adopted by the board of directors or by the shareholders. The indefinite number of directors may be changed, or a definite number fixed without provision for an indefinite number, by a duly adopted amendment to the articles of incorporation or by an amendment to this bylaw duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote.

Section 3. - Vacancies. Vacancies in the Board of Directors may be

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filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so elected shall hold office until the next annual meeting of the stockholders and until a successor has been elected and qualified. A vacancy or vacancies in the Board of Directors shall be deemed to exist in the event of the death, resignation, disqualification or removal of any director, or otherwise. Any director may resign effective on giving written notice to the corporation. If no directors are in office, then an election of directors may be held in the manner provided in statute. If, at the time of filling any vacancy or newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery of the State of Delaware may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares of stock at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Any director may resign effective on giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 4. - Regular and Special Meetings; Place of Meetings; Notice;

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Meetings by Telephone. Regular meetings of the Board of Directors may be held

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without call and at any place within or outside the State of Delaware that has been designated from time to time by resolution of the Board. Such meetings may be held without notice. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board may be called by the President, any Vice President, the Secretary or any member of the Board of Directors and shall be held at any place within or outside the State of Delaware that has been designated in the notice of the meeting or, if not stated in the notice or if no notice is given, at the principal executive office of the corporation. Notice of a special meeting shall be given by the person or persons calling the meeting at least 24 hours before the special meeting. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting. The Board of Directors may keep the books of the corporation outside the State of Delaware.

Section 5. - Quorum; Vote Required for Action. A majority of the

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authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these Bylaws.

Section 6. - Action Without Meeting. Any action required or permitted to

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be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 7. - Adjournment; Notice. If a quorum shall not be present at

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any meeting of the Board of Directors the directors present thereat may adjourn the meeting from time to time. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given at least 24 hours before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 8. - Fees and Compensation of Directors. Directors and members

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of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. - Indemnification.

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(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no such indemnification shall be made in respect of



any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the corporation shall be successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the manner provided in paragraph (d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Section 9.

(f) The indemnification provided by this Section 9 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Board of Directors may authorize the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Section 9.

(h) For the purposes of this Section 9, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate

existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 9 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Section 9.

#### ARTICLE IV.

##### COMMITTEES

Section 1. - Committees of Directors. The Board of Directors may  
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designate one or more committees, each consisting of one or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(a) the amendment of these Bylaws;

(b) a distribution to the stockholders of the corporation;

(c) the amendment of the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors as provided in Section 151(a) of the Delaware General Corporation Law, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series);

(d) adopting an agreement of merger or consolidation under Sections 251 or 252 of the Delaware General Corporation Law;

(e) recommend to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets; or

(f) recommend to the stockholders a dissolution of the corporation or a revocation of a dissolution.

Section 2. - Meetings and Action of Committees. Committees shall conduct

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their business and meetings in the same manner as the Board of Directors conducts its business pursuant to these Bylaws.

## ARTICLE V.

### OFFICERS

Section 1. - Officers. The officers of the corporation shall be a

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President, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, a Chief Executive Officer, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. - Election of Officers. The officers of the corporation,

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except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. - Subordinate Officers. The Board of Directors may appoint,

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and may empower the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. - Removal and Resignation of Officers. Subject to the rights,

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if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors. Any officer may resign at any time by giving written notice to the corporation.

Section 5. - Vacancies in Offices. A vacancy in any office because of

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death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 6. - Chairman of the Board. The Chairman of the Board, if such

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an officer be elected, shall, if present, preside at meetings of the stockholders and the Board of Directors, and

exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws. If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. - President. Subject to such supervisory powers, if any, as

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may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and the officers of the corporation. In the absence of the Chairman of the Board, or if there be none, the president shall preside at all meetings of the stockholders and the Board of Directors. He shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8. - CEO, Vice Presidents. In the absence or disability of the

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President, the CEO and the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, the CEO, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The CEO, and the Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them, respectively, by the Board of Directors or the Bylaws, and the President or the Chairman of the Board.

Section 9. - Secretary. The Secretary shall keep or cause to be kept, at

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the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors, committees of directors and stockholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors required by the Bylaws or by law to be given, and shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 10. - Chief Financial Officer (Treasurer). The Chief Financial

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Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any directors.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have the powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

Section 11. - Excessive Compensation. If the Internal Revenue Service  
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disallows as a business deduction to the corporation any part of the salary or other compensation paid by it to any officer, director or employee, as being excessive compensation, that part disallowed shall be repaid to the corporation by the officer, director or employee.

## ARTICLE VI.

### RECORDS AND REPORTS

Section 1. - Inspection of Books and Records.  
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(a) Any stockholder, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

(b) If the corporation, or an officer or agent thereof, refuses to permit an inspection sought by a stockholder or attorney or other agent acting for the stockholder pursuant to (a) above or does not reply to the demand within five business days after the demand has been made, the stockholder may apply to the Court of Chancery in the State of Delaware for an order to compel such inspection in accordance with Section 220(c) of the Delaware General Corporation Law.

(c) Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders and its other books and records for a purpose reasonably related to his position as a director.

ARTICLE VII.

GENERAL CORPORATE MATTERS

Section 1. - Record Date for Purposes Other Than Notice and Voting. For  
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purposes of determining the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than action by stockholders by written consent without a meeting), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall not be more than 60 days before any such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 2. - Checks, Drafts, Evidences of Indebtedness. All checks,  
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drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as from time to time determined by resolution of the Board of Directors.

Section 3. - Certificate for Shares.  
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(a) A certificate or certificates for shares of the capital stock of the corporation shall be issued to each stockholder when any of these shares are fully paid, and the Board of Directors may authorize the issuance of certificates or shares as partly paid provided that these certificates shall state the amount of consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the President or the CEO or a Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the stockholder. Any or all of the signatures on the certificate may be facsimile. In the event that any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

(b) If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation Law, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 4. - Lost Certificates. Except as provided in this Section 4, no

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new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

Section 5. - Construction and Definitions. Unless the context requires

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otherwise, the general provisions, rules of construction and definitions in the Delaware General Corporation law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular and the term "person" includes both a corporation and a natural person.

Section 6. - Transfers of Stock. Upon the surrender to the corporation,

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or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue new certificates to the persons entitled thereto, cancel the old certificates and record the transaction upon its books.

Section 7. - Registered Stockholders. The corporation shall be entitled

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to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

Section 8. - Dividends.

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(a) Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, in any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

(b) Before payment of any dividend the directors may set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish such reserve.

Section 9. - Fiscal Year. The fiscal year of the corporation shall be

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fixed by resolution of the Board of Directors.

Section 10. - Notices.  
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(a) Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telephone or telegram.

(b) Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 11. - Annual Statement. The Board of Directors shall present at  
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each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 12. - S Election. If at any time the corporation elects to be  
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treated for federal or state tax purposes as an S Corporation, unless such S election has been revoked by the affirmative action of the majority of the shares entitled to vote on such action, the corporation will not, nor be compelled to recognize, for so long as the Corporation's status as an S Corporation continues, any transfer to whom or to which in the opinion of counsel to the corporation could disqualify the corporation as an S Corporation.

ARTICLE VIII.

RIGHT OF FIRST REFUSAL

Section 1. - Right of First Refusal. No stockholder shall sell, assign,  
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pledge, or in any manner transfer any of the shares of stock of the corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transfer which meets the requirements hereinafter set forth in this bylaw:

(a) If the stockholder desires to sell or otherwise transfer any of his shares of stock, then the stockholder shall first give written notice thereof to the corporation. The notice shall name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer.

(b) For thirty (30) days following receipt of such notice, the corporation shall have the option to purchase all (but not less than all) of the shares specified in the notice at the price and upon the terms set forth in such notice; provided, however, that, with the consent of the stockholder, the corporation shall have the option to purchase a lesser portion of the shares specified in said notice at the price and upon the terms set forth therein. In the event of a gift, property settlement or other transfer in which the proposed transferee is not paying the full price



for the shares, and that is not otherwise exempted from the provisions of this Section 1, the price shall be determined in accordance with the Delaware General Corporation Law. In the event the corporation elects to purchase all of the shares or, with consent of the stockholder, a lesser portion of the shares, it shall give written notice to the transferring stockholder of its election and settlement for said shares shall be made as provided below in paragraph (d).

(c) The corporation may assign its rights hereunder.

(d) In the event the corporation and/or its assignee(s) elect to acquire any of the shares of the transferring stockholder as specified in said transferring stockholder notice, the Secretary of the corporation shall so notify the transferring stockholder and settlement thereof shall be made in cash within thirty (30) days after the Secretary of the corporation receives said transferring stockholder's notice; provided that if the terms of payment set forth in said transferring stockholder's notice were other than cash against delivery, the corporation and/or its assignee(s) shall pay for said shares on the same terms and conditions set forth in said transferring stockholder's notice.

(e) In the event the corporation and/or its assignee(s) do not elect to acquire all of the shares specified in the transferring stockholder's notice, said transferring stockholder may, within the sixty-day period following the expiration of the option rights granted to the corporation and/or its assignee(s) herein, transfer the shares specified in said transferring stockholder's notice which were not acquired by the corporation and/or its assignee(s) as specified in said transferring stockholder's notice. All shares so sold by said transferring stockholder shall continue to be subject to the provisions of this bylaw in the same manner as before said transfer.

(f) Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the provisions of this bylaw if counsel for the corporation determines that any S-corporation election of the corporation will not be disturbed:

i) A stockholder's transfer of any or all shares held either during such stockholder's lifetime or on death by will or intestacy to such stockholder's immediate family or to any custodian or trustee for the account of such stockholder or such stockholder's immediate family. "Immediate family" as used herein shall mean spouse, lineal descendant, father, mother, brother, or sister of the stockholder making such transfer.

ii) A stockholder's bona fide pledge or mortgage of any shares with a commercial lending institution, provided that any subsequent transfer of said shares by said institution shall be conducted in the manner set forth in this bylaw.

iii) A stockholder's transfer of any or all of such stockholder's shares to the corporation or to any other stockholder of the corporation.

iv) A stockholder's transfer of any or all of such stockholder's shares to a person who, at the time of such transfer, is an officer or director of the corporation.

v) A corporate stockholder's transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, reclassification of

shares or capital reorganization of the corporate stockholder, or pursuant to a sale of all or substantially all of the stock or assets of a corporate stockholder.

vi) A corporate stockholder's transfer of any or all of its shares to any or all of its stockholders.

vii) A transfer by a stockholder that is a limited or general partnership to any or all of its partners or former partners.

In any such case, the transferee, assignee, or other recipient shall receive and hold such stock subject to the provisions of this bylaw, and there shall be no further transfer of such stock except in accord with this bylaw.

(g) The provisions of this bylaw may be waived with respect to any transfer either by the corporation, upon duly authorized action of its Board of Directors, or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation (excluding the votes represented by those shares to be transferred by the transferring stockholder). This bylaw may be amended or repealed either by a duly authorized action of the Board of Directors or by the stockholders, upon the express written consent of the owners of a majority of the voting power of the corporation.

(h) Any sale or transfer, or purported sale or transfer, of securities of the corporation shall be null and void unless the terms, conditions, and provisions of this bylaw are strictly observed and followed.

(i) The foregoing right of first refusal shall terminate on either of the following dates, whichever shall first occur:

i) On December 4, 2004; or

ii) One hundred eighty days after the date securities of the corporation are first offered to the public pursuant to a registration statement filed with, and declared effective by, the United States Securities and Exchange Commission under the Securities Act of 1933, as amended.

(j) The certificates representing shares of stock of the corporation shall bear on their face the following legend so long as the foregoing right of first refusal remains in effect:

The shares represented by this Certificate are subject to a right of first refusal option in favor of the Corporation and/or its Assignee(s), as provided in the Bylaws of the Corporation.

ARTICLE IX.

AMENDMENTS

Section 1. - Amendment of Bylaws. New Bylaws may be adopted or these  
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Bylaws may be amended or repealed by the vote or written consent of stockholders or the Board of Directors, when such power is conferred upon the Board by the Certificate of Incorporation, at any regular meeting of the stockholders or Board, or any special meeting of the stockholders or Board if notice of such alteration, amendment, repeal or adoption of new Bylaws was contained in the notice of such meeting.

CERTIFICATE OF ADOPTION OF BYLAWS OF  
WIRELESS FACILITIES, INC.  
A Delaware Corporation

I hereby certify as follows:

I am the duly elected, qualified and acting Secretary of Wireless Facilities, Inc., a Delaware corporation; and

The foregoing Bylaws were adopted as the Bylaws of said corporation effective as of July 7, 1997, by the Board of Directors of said corporation.

I have executed this certificate effective as of July 7, 1997.

By:

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Massih Tayebi, Ph.D., Secretary

AMENDMENT OF THE BYLAWS  
OF  
WIRELESS FACILITIES, INC.

Effective upon the Closing of the Series A Preferred Stock financing of Wireless Facilities, Inc. (the "Company"), the Company's Bylaws are amended as follows:

1. ARTICLE III, SECTION 2 OF THE BYLAWS IS AMENDED TO READ IN FULL AS FOLLOWS:

"Section 2. - Number of Directors. The number of directors of the  
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corporation shall be seven (7) until changed by a bylaw amending this  
Section 2, duly adopted by the board of directors or by the stockholders."

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently elected and acting Secretary of Wireless Facilities, Inc., a Delaware corporation, and that the above amendment to the corporation's Bylaws was adopted at a meeting of the Board of Directors duly held on July 31, 1998 and further approved by a majority of the outstanding shares of the Company's Common Stock as of July 31, 1998.

/s/ Massih Tayebi  
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Massih Tayebi, Secretary

STANDARD TERMS AND CONDITIONS RELATING TO  
NONSTATUTORY STOCK OPTIONSUNDER THE 1997 STOCK OPTION PLAN WIRELESS FACILITIES, INC.  
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adopted as of January 7, 1999

The following Standard Terms and Conditions Relating to Nonstatutory Stock Options (the "Terms and Conditions") apply to the Nonstatutory Stock Options granted under the 1997 Stock Option Plan of Wireless Facilities, Inc. (the "Plan"), the applicable terms of which are hereby incorporated by reference and made a part of these standard Terms and Conditions. In turn, these Terms and Conditions are incorporated by reference into each such Option. Whenever capitalized terms are used in these Terms and Conditions, they shall have the meaning specified (i) in the Plan, (ii) in the Wireless Facilities, Inc. Nonstatutory Stock Option Agreement Facing Page (the "Facing Page") into which these Terms and Conditions are incorporated by reference, or (iii) below, unless the context clearly indicates to the contrary. As used herein and in the Plan, the "Option Agreement" shall mean the Nonstatutory Stock Option Agreement Facing Page and these Terms and Conditions as incorporated therein. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

1. Term of Option. Subject to the maximum time limitations in Section  
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6(a) of the Plan, the term of the Option shall be the period commencing on the date of the Option Agreement and ending on the Expiration Date (as defined in the Facing Page), unless terminated earlier as provided herein or in the Plan.

2. Exercise Price. The exercise price of the Option granted hereby shall  
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be not less than eighty-five percent (85%) of the Fair Market Value of the Option Shares subject to the Option on the date the Option is granted; provided, however, if the Optionee owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company (or any of its Affiliates), the exercise price of the Option shall be not less than one hundred ten percent (110%) of the Fair Market Value of the Option Shares on the date the Option is granted.

3. Exercise of Option.  
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(a) The Facing Page shall set forth the rate at which the Option Shares shall become subject to purchase by Optionee; provided, however, such Option Shares shall become subject to purchase ("vest") at an annual rate which is not less than twenty percent (20%) of the total Option Shares subject to the Option over the five (5) year period commencing with the date of the grant of the Option.

(b) Optionee shall exercise the Option to the extent exercisable, in whole or in part, by sending written notice to the Company in the form attached hereto as Exhibit A of his intention to purchase Option Shares hereunder,  
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together with a check in the amount of the full purchase price of the Option Shares to be purchased. Except as otherwise provided in the Plan,

Optionee shall not exercise the Option at any one time with respect to less than the minimum number of Option Shares as is set forth on the Facing Page.

(c) Optionee agrees to complete and execute any additional documents which the Company reasonably requests that Optionee complete in order to comply with applicable federal, state and local securities laws, rules and regulations.

(d) Subject to the Company's compliance with all applicable laws, rules and regulations relating to the issuance of such Option Shares and Optionee's compliance with all the terms and conditions of the Option Agreement, these Terms and Conditions and the Plan, the Company shall promptly deliver the Option Shares to the Optionee.

(e) Except as otherwise provided herein or in the Plan, the Option may be exercised during the lifetime of the Optionee only by the Optionee.

4. Option Not Transferable. The Option granted hereunder shall not be

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transferable in any manner other than upon the death of Optionee as provided in the Plan. More particularly (but without limiting the foregoing), the Option may not be assigned, transferred (except as expressly provided herein), pledged or hypothecated in any way, shall not be assignable by operation of law and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions hereof, or the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

5. Termination of Option.  
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(a) To the extent not previously exercised, the Option shall terminate on the Expiration Date; provided, however, that except as otherwise provided in this Section 5 the Option may not be exercised more than thirty (30)

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days after the Termination of Employment or Consulting Relationship of Optionee  
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for any reason (other than for Cause, as defined in the Plan, or upon Optionee's  
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death or Disability). Within such thirty (30) day period, Optionee may  
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exercise the Option only to the extent the same was exercisable on the date of such termination and said right to exercise shall terminate at the end of such period.

(b) In the event of the Termination of Employment or Consulting Relationship of Optionee for Cause, as defined in the Plan, the Option shall expire as of the date of the occurrence giving rise to such termination or upon the Expiration Date, whichever is earlier, and Optionee shall have no rights with respect to any unexercised portion of the Option.

(c) In the event of the Termination of Employment or Consulting Relationship of Optionee as a result of Optionee's Disability, the Option shall be exercisable for a period of six (6) months from the date of such termination, but in no event later than the Expiration Date and only to the extent that the Option was exercisable on the date of such termination.

(d) In the event of the Termination of Employment or Consulting Relationship of Optionee as a result of Optionee's death, the Option shall be exercisable by the Optionee's estate (or by the person who acquires the right to exercise the Option by will or by the laws of descent and distribution) for a period of six (6) months from the date of such termination, but in no event later than the Expiration Date and only to the extent that the Optionee was entitled to exercise the Option on the date of death.

(e) Notwithstanding anything herein to the contrary, no portion of any Option which is not exercisable by the Optionee upon the Termination of Employment or Consulting Relationship of such Optionee shall thereafter become exercisable, regardless of the reason for such termination.

6. No Right to Continued Relationship. The Option does not confer upon

Optionee any right to continue in his capacity as an Employee, Consultant or Director of the Company, nor does it limit in any way the right of the Company to terminate Optionee's relationship with the Company at any time, with or without cause.

7. Right of Repurchase of Option Shares.

(a) Notwithstanding any provision herein to the contrary, the Option Shares issued pursuant to the Option shall be subject to a right, but not an obligation, of repurchase by the Company (the "Right of Repurchase"), at the price determined under subsection (b) below, if prior to the Expiration Date or the termination of the Right of Repurchase as provided in Section 9(d) below a Termination of Employment or Consulting Relationship occurs for any reason, including as a result of Optionee's death or Disability. Option Shares issued by the Company shall not be transferable by the Optionee during the period during which the Right of Repurchase applies, and the Company may take such steps as it deems necessary to ensure compliance with this restriction.

(b) The price per share at which the Company may exercise the Right of Repurchase (the "Repurchase Price") shall be the fair market value of an Option Share on the date of the Termination of Employment or Consulting Relationship of Optionee, as determined in good faith by the Company's Board of Directors (or an officer appointed by the Board of Directors for such purpose).

(c) The Company's Right of Repurchase shall terminate if not exercised by written notice from the Company to the Optionee within ninety (90) days of the Termination of Employment or Consulting Relationship. If the Company exercises its Right of Repurchase, it shall give notice thereof to the Optionee within such ninety (90) day period, and, upon receipt of such notice, the Optionee shall immediately endorse and deliver to the Company the stock certificate(s) representing the Option Shares being repurchased, and the Company shall then promptly pay, pursuant to the provisions of Section 7(d) below, the total Repurchase Price to the Optionee. If the Company exercises its Right of Repurchase it shall exercise its right with respect to all (not some) of such Option Shares.

(d) The Repurchase Price shall be paid first by cancellation of any obligation for accrued but unpaid interest outstanding under notes issued by the Optionee upon purchase of the Option Shares (if any), next by cancellation of principal outstanding under such notes (if any), and finally by payment in cash of the balance due.

(e) In the event the Company does not elect to exercise its Right of Repurchase within the ninety (90) day period, the Option Shares shall no longer be subject to repurchase by the Company pursuant to this Section 7.

8. Right of First Refusal. Optionee agrees that he will not sell or

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otherwise transfer any Option Shares (including transfer by operation of law) at any time after the expiration of the Right of Repurchase and prior to the termination of this section pursuant to Section 9(d) below unless such Option Shares shall first be offered to the Company as follows:

(a) The Optionee shall deliver a notice (the "Notice") to the Company, stating (i) the Optionee's bona fide intention to sell or transfer such Option Shares, (ii) the number of such Option Shares to be sold or transferred, (iii) the consideration for which the Optionee proposes to sell or transfer such Option Shares, (iv) the terms of payment of such consideration and any other terms and conditions of sale, and (v) the name of the proposed purchaser or transferee.

(b) Within thirty (30) days after receipt of the Notice, the Company may elect to purchase any or all of the Option Shares to which the Notice refers, for the consideration per share and upon the terms and conditions specified in the Notice, except as set forth in Section 8(e) below for transfers involving non-cash consideration. If the Company elects not to purchase all such Option Shares, the Company may assign its right to purchase the remaining Option Shares. The Company's assignees may elect, within thirty (30) days after receipt by the Company of the Notice, to purchase any or all Option Shares to which the Notice refers which the Company has not elected to purchase, for the consideration per share and upon the terms and conditions specified in the Notice, except as set forth in Section 8(e) below. An election to purchase shall be made by written notice to the Optionee, specifying the number of Option Shares to be purchased. If the Company and/or its assignees elect to so purchase the offered Option Shares, they shall complete the purchase of such shares within sixty (60) days after receipt by the Company of the Notice, unless a longer period is set forth in the Notice.

(c) If the Company and/or its assignees do not elect to so purchase all of such offered Option Shares within such thirty (30) day period, Optionee shall have no obligation to transfer such Option Shares to the Company and/or its assignees and Optionee shall have a period of thirty (30) days thereafter to transfer all (but not less than all) of such Option Shares to the transferee referred to in the Notice and for the same consideration and on the other terms as set forth therein; provided, however, that prior to any transfer of such Option Shares, the proposed transferee shall execute and deliver to the Company an agreement with the Company, in form and substance satisfactory to the Company, pursuant to which such transferee agrees to be subject to the relevant provisions of the Option Agreement.



(d) In the event that such Option Shares are not transferred to the transferee referred to in the Notice and in accordance with the terms of the Option Agreement within such 30-day period, the restrictions on transfer provided in this Section 8 shall again become applicable to the Option Shares.

(e) If part or all of the purchase consideration specified in a Notice delivered by the Optionee pursuant to this Section 8 is other than cash or purchaser's promissory note or other evidence of indebtedness, the Company and its assignee(s) shall have the right to purchase the Option Shares specified in the Notice for a cash price equal to the fair market value of the number of Option Shares to be so purchased by the Company and/or its assignee(s). The fair market value of any Option Shares shall be as determined in good faith by the Company's Board of Directors (or an officer appointed by the Board of Directors for such purposes).

9. Other Provisions Regarding Transfer.  
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(a) Optionee, as a condition for accepting any Option Shares, shall not sell, transfer or pledge any Option Shares subject to the Right of Repurchase described in Section 7 or the right of first refusal described in Section 8 hereof, other than in the manner expressly permitted in the Option Agreement, and any such sale, transfer or pledge of the Option Shares in violation of this Agreement shall be void. The Company shall not be required (i) to transfer on its books any Option Shares which shall have been sold or transferred in violation of any of the provisions set forth in the Option Agreement or (ii) to treat as the owner of such Option Shares or accord the right to vote or pay dividends to any transferee to whom such Option Shares shall have been so transferred.

(b) Notwithstanding anything to the contrary contained herein, Optionee is under no restrictions as to the transfer by him of any or all of the issued Option Shares to his Related Transferees (as defined herein) provided that each such Related Transferee shall first (i) execute a written consent to be bound by all of the relevant provisions of the Option Agreement in form and substance satisfactory to the Company and (ii) give a duplicate original of such consent to the Company. The "Related Transferees" of the Optionee as used herein shall consist of the Optionee's spouse, his adult lineal descendants, the adult spouses of his lineal descendants and trusts for the benefit of any of the foregoing, Optionee and/or his minor lineal descendants. In the event of any transfer by the Optionee to his Related Transferees of all or any part of the Option Shares (or in the event of any subsequent transfer by any such Related Transferee to another Related Transferee of the Optionee), such Related Transferees shall receive and hold the Option Shares subject to the relevant terms of the Option Agreement and the Optionee's rights and obligations hereunder as though the Option Shares were still owned by the Optionee and shall together with the Optionee continue to be deemed to be the "Optionee" for purposes of the Option Agreement, including without limitation restrictions on the transfer of Option Shares. There shall be no further transfer of the Option Shares by a Related Transferee except between and among such Related Transferee, the Optionee and other Related Transferees of the Optionee, or except as permitted by the Option Agreement. The Company advises the Optionee to seek independent tax counsel prior to transferring any Option Shares to any Related Transferee.

(c) The Optionee hereby grants to the Company a security interest in the Option Shares for the purpose of ensuring that a transfer in violation of the restrictions set forth in Sections 7, 8 and 9 of this Agreement does not occur. In furtherance of such security interest, the Company may, at its option, retain the certificate(s) evidencing the Option Shares, together with stock assignments executed in blank by the Optionee, until such transfer restrictions terminate in accordance with Section 9(d). The Optionee hereby grants to any officer(s) of the Company the power of attorney to cause the Option Shares to be transferred on the books of the Company in the event the Company and/or its assignees repurchase some or all of the Option Shares in accordance with the Option Agreement.

(d) The transfer restrictions provided in Sections 7, 8 and 9 hereof shall terminate upon the earlier to occur of (i) the effectiveness of a registration statement (other than a registration statement pursuant to any employee, purchase, savings, option, bonus, appreciation, profit sharing, thrift, incentive or similar plan of the Company) filed by the Company under the Securities Act in connection with the initial public offering of its securities, and the completion of the sale of securities made pursuant to such registration statement for an aggregate amount of at least \$10,000,000, and (ii) such other conditions as the Board of Directors may determine in its sole discretion.

10. Notice of Tax Election. If Optionee makes any tax election relating  
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to the treatment of the Option Shares under the Internal Revenue Code of 1986, as amended, Optionee shall promptly notify the Company of such election.

11. Market Stand-Off.  
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(a) In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, Optionee shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose of or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to any of the Option Shares without the prior written consent of the Company and its underwriters, for such period of time from and after the effective date of such registration statement as may be requested by the Company or such underwriters, which period of time shall not exceed one hundred eighty (180) days.

(b) Notwithstanding the foregoing, Optionee shall be subject to the market stand-off provisions of this Section 11 only if the executive officers and directors of the Company are also subject to similar arrangements which are no less restrictive.

(c) In order to enforce the provisions of this Section 11, the Company may impose stop-transfer instructions with respect to the Option Shares until the end of the applicable stand-off period.

12. Acknowledgments of Optionee. Optionee acknowledges and agrees that:

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(a) Optionee and his transferees shall have no rights as a shareholder with respect to any Option Shares until the date of the issuance of a stock certificate evidencing such Option Shares. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date such stock certificate is issued, except as provided in Section 9 of the Plan.

(b) All certificates representing the Option Shares shall have endorsed thereon the following legends, the provisions of which are hereby incorporated into the Option Agreement:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OTHER THAN THE STATE OF CALIFORNIA AND HAVE BEEN ISSUED AND SOLD PURSUANT TO AN EXEMPTION FROM THE ACT AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED BY THE HOLDERS THEREOF AT ANY TIME EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE ACT COVERING THE SECURITIES, OR (2) IF, IN THE REASONABLE OPINION OF COUNSEL TO THE CORPORATION, SUCH SHARES MAY BE TRANSFERRED WITHOUT SUCH REGISTRATION.

IN ADDITION, SALE, TRANSFER OR HYPOTHECATION OF THIS SECURITY IS RESTRICTED BY THE PROVISIONS OF A NONSTATUTORY STOCK OPTION AGREEMENT (AND THE STANDARD TERMS AND CONDITIONS RELATING TO NONSTATUTORY STOCK OPTIONS INCORPORATED THEREIN) ENTERED INTO BY THE CORPORATION AND THIS SHAREHOLDER DATED AS OF \_\_\_\_\_ [AGREEMENT DATE], A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION AND ALL OF THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN.

13. Investment Representations. As an inducement to the Company to grant

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the Option and issue the Option Shares to the Optionee, the Optionee hereby makes the following representations and warranties, and authorizes the Company to rely upon the same:

(a) The Optionee will acquire the Option Shares for investment for his own account, not for resale, without any intention of or view toward or for participating, directly or indirectly, in a distribution of the Option Shares or any portion thereof.

(b) The Optionee understands that an investment in the Company is speculative, that any possible profits therefrom are uncertain, and that he must bear the economic risks of the investment in the Company for an indefinite period of time.

(c) The Optionee understands that the Option Shares have not been registered under the Securities Act in reliance on the exemption provided by Rule 701 promulgated thereunder for compensatory benefit plans; and that the Option Shares have not been registered or qualified under the "blue sky" laws of any state including the State of California.

(d) The Optionee understands that the Option Shares may have to be held indefinitely unless they are subsequently registered under the Securities Act and qualified or registered under other applicable securities laws, rules and regulations, which is unlikely, or unless an exemption from such qualification or registration is available.

(e) The Optionee understands and agrees that (i) the legends set forth in Section 12(b) hereof will be placed on the certificate(s) evidencing the Option Shares and, except as otherwise provided in Section 12(b), on certificate(s) issued to transferees; (ii) the stock records of the Company will be noted with respect to such restrictions; (iii) the Company will not be under any obligation to register the Option Shares or to comply with any exemption available for sale of the Option Shares without registration; and (iv) the information or conditions necessary to permit routine sales of securities of the Company under Rule 144 of the Securities Act are not now available and it is not likely that they will become available in the foreseeable future.

(f) The Optionee is a bona fide resident and domiciliary of, not a temporary transient resident of, and has his principal residence in, the state or other jurisdiction set forth under Optionee's signature in the Option Agreement, and Optionee does not have any present intention of moving his principal residence from such state or jurisdiction.

14. Withholding Taxes. Whenever Option Shares are to be issued under the -----  
Option Agreement, the Company shall have the right to require Optionee to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to issuance and/or delivery of any certificate or certificates for such Option Shares.

15. Financial Information. The Corporation shall provide to each Optionee -----  
on an annual basis a copy of the annual financial report prepared by the Company's independent certified public accountants, or such other periodic financial report which conforms with Section 260.140.46 of Title 10 of the California Code of Regulations.

16. Miscellaneous. -----

(a) The Option Agreement shall bind and inure to the benefit of the parties' heirs, legal representatives, successors and permitted assigns.

(b) The Option Agreement, the Plan, and these Terms and Conditions constitute the entire agreement between the parties pertaining to the subject matter contained herein and they

supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of the Option Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of the Option Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. In the event there exists any conflict or discrepancy between any of the terms in the Plan and the Option Agreement, the terms of the Plan shall be controlling. A copy of the Plan has been delivered to the Optionee and also may be inspected by Optionee at the principal office of the Company.

(c) Should any portion of the Plan, the Option Agreement or these Terms and Conditions be declared invalid and unenforceable, then such portion shall be deemed to be severable from the Option Agreement and shall not affect the remainder hereof.

(d) All notices to be sent hereunder shall be delivered in person or sent by United States Mail, certified and postage prepaid, to Optionee at the address set forth on the Facing Page of the Option Agreement or to the Company at its principal place of business, Attention: President. Any change in the address to which notices shall be sent under the Option Agreement to the Optionee shall be made by the Optionee upon ten (10) days' written notice to the Company.

(e) The Option Agreement shall be construed according to the internal laws of the State of California without resort to California's conflict-of-laws provisions. The Option Agreement is made and entered into in San Diego, California. The sole venue for adjudicating any action arising from or relating to the Option Agreement shall be in San Diego, California.

EXHIBIT A

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Notice of Exercise of Nonstatutory Stock Option

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To: WIRELESS FACILITIES, INC.  
Attention: President

I, a resident of the State of \_\_\_\_\_, hereby exercise my nonstatutory stock option granted by WIRELESS FACILITIES, INC., a Delaware corporation (the "Company"), pursuant to a Nonstatutory Stock Option Agreement dated \_\_\_\_\_, 199\_\_, subject to all the terms and provisions thereof and notify the Company of my desire to purchase \_\_\_\_\_ shares of Common Stock of the Company at the exercise price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per share pursuant to said option.

I agree to complete and execute any additional documents which the Company may request that I complete in order to comply with applicable federal, state and local securities laws, rules and regulations.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Social Security or [Name]  
Taxpayer I.D. Number

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WIRELESS FACILITIES, INC.  
NONSTATUTORY STOCK OPTION AGREEMENT  
(Facing Page)

FOR GOOD AND VALUABLE CONSIDERATION, Wireless Facilities, Inc., a New York corporation, hereby irrevocably grants to the Optionee named below a nonstatutory stock option (the "Option") to purchase any part or all of the specified number of shares of its Common Stock upon the terms and subject to the conditions set forth in this Option Agreement, at the specified purchase price per share without commission or other charge. The Option is granted pursuant to the 1997 Stock Option Plan of Wireless Facilities, Inc. (the "Plan") and the Standard Terms and Conditions Relating to Nonstatutory Stock Options (the "Terms and Conditions") promulgated under the Plan and in effect as of the date of this Option Agreement. The terms of the Plan and the Terms and Conditions are hereby incorporated herein by reference and made a part of this Option Agreement.

Name of Optionee: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Number of Shares covered by  
Option (the "Option Shares"): \_\_\_\_\_

Purchase Price Per Option Share: \_\_\_\_\_

\$ \_\_\_\_\_

Minimum Number of Option Shares Per  
Partial Exercise (unless Optionee exercises  
all of the Option then exercisable): \_\_\_\_\_

The Option shall become exercisable as follows:

[FOR YEARLY VESTING:] \_\_\_\_\_ Option Shares [not less than 20% of the Option Shares for non-officer employees] shall become subject to purchase on \_\_\_\_\_ of each calendar year, commencing with 199\_\_ [not later than one year from date of grant for non-officer employees] and ending with 199\_\_. Once subject to purchase, the Option Shares shall remain subject to purchase until \_\_\_\_\_ [not later than [10] years from the date of grant] (the "Expiration Date") unless the Option is earlier terminated in accordance with the Plan and the Terms and Conditions.

Date of this Option Agreement: \_\_\_\_\_, 199\_\_ [date of grant]

WIRELESS FACILITIES, INC.

\_\_\_\_\_  
Optionee's Signature

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

STANDARD TERMS AND CONDITIONS RELATING TO  
INCENTIVE STOCK OPTIONS

UNDER THE 1997 STOCK OPTION PLAN OF WIRELESS FACILITIES, INC.  
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adopted as of January 7, 1999

The following Standard Terms and Conditions Relating to Incentive Stock Options (the "Terms and Conditions") apply to the Incentive Stock Options granted under the 1997 Stock Option Plan of Wireless Facilities, Inc. (the "Plan"), the applicable terms of which are hereby incorporated by reference and made a part of these standard Terms and Conditions. In turn, these Terms and Conditions are incorporated by reference into each such Option. Whenever capitalized terms are used in these Terms and Conditions, they shall have the meaning specified (i) in the Plan, (ii) in the Wireless Facilities, Inc. Incentive Stock Option Agreement Facing Page (the "Facing Page") into which these Terms and Conditions are incorporated by reference, or (iii) below, unless the context clearly indicates to the contrary. As used herein and in the Plan, the "Option Agreement" shall mean the Incentive Stock Option Agreement Facing Page and these Terms and Conditions as incorporated therein. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

1. Term of Option. Subject to the maximum time limitations in Section  
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6(a) of the Plan, the term of the Option shall be the period commencing on the date of the Option Agreement and ending on the Expiration Date (as defined in the Facing Page), unless terminated earlier as provided herein or in the Plan; provided however, if the Optionee owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company (or any of its Affiliates), the Option shall expire not later than five (5) years after the date of the Option Agreement.

2. Exercise Price. The exercise price of the Option granted hereby shall  
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be not less than one hundred percent (100%) of the Fair Market Value of the Option Shares subject to the Option on the date the Option is granted; provided, however, if the Optionee owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company (or any of its Affiliates), the exercise price of the Option shall be not less than one hundred ten percent (110%) of the Fair Market Value of the Option Shares on the date the Option is granted.

3. Exercise of Option.  
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(a) The Facing Page shall set forth the rate at which the Option Shares shall become subject to purchase by Optionee; provided, however, such Option Shares shall become subject to purchase ("vest") at an annual rate which is not less than twenty percent (20%) of the total Option Shares subject to the Option over the five (5) year period commencing with the date of the grant of the Option.

(b) Optionee shall exercise the Option to the extent exercisable, in whole or in part, by sending written notice to the Company in the form attached hereto as Exhibit A of his  
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intention to purchase Option Shares hereunder, together with a check in the amount of the full purchase price of the Option Shares to be purchased. Except as otherwise provided in the Plan, Optionee shall not exercise the Option at any one time with respect to less than the minimum number of Option Shares as is set forth on the Facing Page.

(c) Optionee agrees to complete and execute any additional documents which the Company reasonably requests that Optionee complete in order to comply with applicable federal, state and local securities laws, rules and regulations.

(d) Subject to the Company's compliance with all applicable laws, rules and regulations relating to the issuance of such Option Shares and Optionee's compliance with all the terms and conditions of the Option Agreement, these Terms and Conditions and the Plan, the Company shall promptly deliver the Option Shares to the Optionee.

(e) Except as otherwise provided herein or in the Plan, the Option may be exercised during the lifetime of the Optionee only by the Optionee.

4. Option Not Transferable. The Option granted hereunder shall not be

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transferable in any manner other than upon the death of Optionee as provided in the Plan. More particularly (but without limiting the foregoing), the Option may not be assigned, transferred (except as expressly provided herein), pledged or hypothecated in any way, shall not be assignable by operation of law and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions hereof, or the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

5. Termination of Option.

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(a) To the extent not previously exercised, the Option shall terminate on the Expiration Date; provided, however, that except as otherwise provided in this Section 5 the Option may not be exercised more than thirty (30)

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days after the Termination of Employment or Consulting Relationship of Optionee  
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for any reason (other than for Cause, as defined in the Plan, or upon Optionee's  
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death or Disability). Within such thirty (30) day period, Optionee may exercise

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the Option only to the extent the same was exercisable on the date of such termination and said right to exercise shall terminate at the end of such period.

(b) In the event of the Termination of Employment or Consulting Relationship of Optionee for Cause, as defined in the Plan, the Option shall expire as of the date of the occurrence giving rise to such termination or upon the Expiration Date, whichever is earlier, and Optionee shall have no rights with respect to any unexercised portion of the Option.

(c) In the event of the Termination of Employment or Consulting Relationship of Optionee as a result of Optionee's Disability, the Option shall be exercisable for a period of six (6) months from the date of such termination, but in no event later than the Expiration Date and only to the extent that the Option was exercisable on the date of such termination.

(d) In the event of the Termination of Employment or Consulting Relationship of Optionee as a result of Optionee's death, the Option shall be exercisable by the Optionee's estate (or by the person who acquires the right to exercise the Option by will or by the laws of descent and distribution) for a period of six (6) months from the date of such termination, but in no event later than the Expiration Date and only to the extent that the Optionee was entitled to exercise the Option on the date of death.

(e) Notwithstanding anything herein to the contrary, no portion of any Option which is not exercisable by the Optionee upon the Termination of Employment or Consulting Relationship of such Optionee shall thereafter become exercisable, regardless of the reason for such termination.

6. No Right to Continued Employment. The Option does not confer upon  
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Optionee any right to continue in the employ of the Company, nor does it limit in any way the right of the Company to terminate Optionee's employment at any time, with or without cause.

7. Right of Repurchase of Option Shares.

(a) Notwithstanding any provision herein to the contrary, the Option Shares issued pursuant to the Option shall be subject to a right, but not an obligation, of repurchase by the Company (the "Right of Repurchase"), at the price determined under subsection (b) below, if prior to the Expiration Date or the termination of the Right of Repurchase as provided in Section 9(d) below a Termination of Employment or Consulting Relationship occurs for any reason, including as a result of Optionee's death or Disability. Option Shares issued by the Company shall not be transferable by the Optionee during the period during which the Right of Repurchase applies, and the Company may take such steps as it deems necessary to ensure compliance with this restriction.

(b) The price per share at which the Company may exercise the Right of Repurchase (the "Repurchase Price") shall be the fair market value of an Option Share on the date of the Termination of Employment or Consulting Relationship of Optionee, as determined in good faith by the Company's Board of Directors (or an officer appointed by the Board of Directors for such purpose).

(c) The Company's Right of Repurchase shall terminate if not exercised by written notice from the Company to the Optionee within ninety (90) days of the Termination of Employment or Consulting Relationship. If the Company exercises its Right of Repurchase, it shall give notice thereof to the Optionee within such ninety (90) day period, and, upon receipt of such notice, the Optionee shall immediately endorse and deliver to the Company the stock certificate(s) representing the Option Shares being repurchased, and the Company shall then promptly pay, pursuant to the provisions of Section 7(d) below, the total Repurchase Price to the Optionee. If the Company exercises its Right of Repurchase it shall exercise its right with respect to all (not some) of such Option Shares.

(d) The Repurchase Price shall be paid first by cancellation of any obligation for accrued but unpaid interest outstanding under notes issued by the Optionee upon purchase of the

Option Shares (if any), next by cancellation of principal outstanding under such notes (if any), and finally by payment in cash of the balance due.

(e) In the event the Company does not elect to exercise its Right of Repurchase within the ninety (90) day period, the Option Shares shall no longer be subject to repurchase by the Company pursuant to this Section 7.

8. Right of First Refusal. Optionee agrees that he will not sell or

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otherwise transfer any Option Shares (including transfer by operation of law) at any time after the expiration of the Right of Repurchase and prior to the termination of this section pursuant to Section 9(d) below unless such Option Shares shall first be offered to the Company as follows:

(a) The Optionee shall deliver a notice (the "Notice") to the Company, stating (i) the Optionee's bona fide intention to sell or transfer such Option Shares, (ii) the number of such Option Shares to be sold or transferred, (iii) the consideration for which the Optionee proposes to sell or transfer such Option Shares, (iv) the terms of payment of such consideration and any other terms and conditions of sale, and (v) the name of the proposed purchaser or transferee.

(b) Within thirty (30) days after receipt of the Notice, the Company may elect to purchase any or all of the Option Shares to which the Notice refers, for the consideration per share and upon the terms and conditions specified in the Notice, except as set forth in Section 8(e) below for transfers involving non-cash consideration. If the Company elects not to purchase all such Option Shares, the Company may assign its right to purchase the remaining Option Shares. The Company's assignees may elect, within thirty (30) days after receipt by the Company of the Notice, to purchase any or all Option Shares to which the Notice refers which the Company has not elected to purchase, for the consideration per share and upon the terms and conditions specified in the Notice, except as set forth in Section 8(e) below. An election to purchase shall be made by written notice to the Optionee, specifying the number of Option Shares to be purchased. If the Company and/or its assignees elect to purchase the offered Option Shares, they shall complete the purchase within sixty (60) days after receipt by the Company of the Notice, unless a longer period is set forth in the Notice.

(c) If the Company and/or its assignees do not elect to so purchase all of such offered Option Shares within such thirty (30) day period, Optionee shall have no obligation to transfer such Option Shares to the Company and/or its assignees and the Optionee shall have a period of thirty (30) days thereafter to transfer all (but not less than all) of such Option Shares to the transferee referred to in the Notice and for the same consideration and on the other terms as set forth therein; provided, however, that prior to any transfer of such Option Shares, the proposed transferee shall execute and deliver to the Company an agreement with the Company, in form and substance satisfactory to the Company, pursuant to which such transferee agrees to be subject to the relevant provisions of the Option Agreement.

(d) In the event that such Option Shares are not transferred to the transferee referred to in the Notice and in accordance with the terms of the Option Agreement within such 30-

day period, the restrictions on transfer provided in this Section 8 shall again become applicable to the Option Shares.

(e) If part or all of the purchase consideration specified in a Notice delivered by the Optionee pursuant to this Section 8 is other than cash or purchaser's promissory note or other evidence of indebtedness, the Company and its assignee(s) shall have the right to purchase the Option Shares specified in the Notice for a cash price equal to the fair market value of the number of Option Shares to be so purchased by the Company and/or its assignee(s). The fair market value of any Option Shares shall be as determined in good faith by the Company's Board of Directors (or an officer appointed by the Board of Directors for such purposes).

9. Other Provisions Regarding Transfer.  
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(a) Optionee, as a condition for accepting any Option Shares, shall not sell, transfer or pledge any Option Shares subject to the Right of Repurchase described in Section 7 or the right of first refusal described in Section 8 hereof, other than in the manner expressly permitted in the Option Agreement, and any such sale, transfer or pledge of the Option Shares in violation of this Agreement shall be void. The Company shall not be required (i) to transfer on its books any Option Shares which shall have been sold or transferred in violation of any of the provisions set forth in the Option Agreement or (ii) to treat as the owner of such Option Shares or accord the right to vote or pay dividends to any transferee to whom such Option Shares shall have been so transferred.

(b) Notwithstanding anything to the contrary contained herein, Optionee is under no restrictions as to the transfer by him of any or all of the issued Option Shares to his Related Transferees (as defined herein) provided that each such Related Transferee shall first (i) execute a written consent to be bound by all of the relevant provisions of the Option Agreement in form and substance satisfactory to the Company and (ii) give a duplicate original of such consent to the Company. The "Related Transferees" of the Optionee as used herein shall consist of the Optionee's spouse, his adult lineal descendants, the adult spouses of his lineal descendants and trusts for the benefit of any of the foregoing, Optionee and/or his minor lineal descendants. In the event of any transfer by the Optionee to his Related Transferees of all or any part of the Option Shares (or in the event of any subsequent transfer by any such Related Transferee to another Related Transferee of the Optionee), such Related Transferees shall receive and hold the Option Shares subject to the relevant terms of the Option Agreement and the Optionee's rights and obligations hereunder as though the Option Shares were still owned by the Optionee and shall together with the Optionee continue to be deemed to be the "Optionee" for purposes of the Option Agreement, including without limitation restrictions on the transfer of Option Shares. There shall be no further transfer of the Option Shares by a Related Transferee except between and among such Related Transferee, the Optionee and other Related Transferees of the Optionee, or except as permitted by the Option Agreement. The Company advises the Optionee to seek independent tax counsel prior to transferring any Option Shares to any Related Transferee.

(c) The Optionee hereby grants to the Company a security interest in the Option Shares for the purpose of ensuring that a transfer in violation of the restrictions set forth in Sections 7, 8 and 9 of this Agreement does not occur. In furtherance of such security interest, the Company

may, at its option, retain the certificate(s) evidencing the Option Shares, together with stock assignments executed in blank by the Optionee, until such transfer restrictions terminate in accordance with Section 9(d). The Optionee hereby grants to any officer(s) of the Company the power of attorney to cause the Option Shares to be transferred on the books of the Company in the event the Company and/or its assignees repurchase some or all of the Option Shares in accordance with the Option Agreement.

(d) The transfer restrictions provided in Sections 7, 8 and 9 hereof shall terminate upon the earlier to occur of (i) the effectiveness of a registration statement (other than a registration statement pursuant to any employee, purchase, savings, option, bonus, appreciation, profit sharing, thrift, incentive or similar plan of the Company) filed by the Company under the Securities Act in connection with the initial public offering of its securities, and the completion of the sale of securities made pursuant to such registration statement for an aggregate amount of at least \$10,000,000, and (ii) such other conditions as the Board of Directors may determine in its sole discretion.

10. Notice of Tax Election. If Optionee makes any tax election relating  
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to the treatment of the Option Shares under the Internal Revenue Code of 1986, as amended, Optionee shall promptly notify the Company of such election.

11. Market Stand-Off.  
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(a) In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, Optionee shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose of or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to any of the Option Shares without the prior written consent of the Company and its underwriters, for such period of time from and after the effective date of such registration statement as may be requested by the Company or such underwriters, which period of time shall not exceed one hundred eighty (180) days.

(b) Notwithstanding the foregoing, Optionee shall be subject to the market stand-off provisions of this Section 11 only if the executive officers and directors of the Company are also subject to similar arrangements which are no less restrictive.

(c) In order to enforce the provisions of this Section 11, the Company may impose stop-transfer instructions with respect to the Option Shares until the end of the applicable stand-off period.

12. Acknowledgments of Optionee. Optionee acknowledges and agrees that:  
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(a) Although the Company has made a good faith attempt to qualify the Option as an incentive stock option within the meaning of Sections 421, 422 and 424 of the Code, the Company does not warrant that the Option granted herein constitutes an "incentive stock option"

within the meaning of such sections, or that the transfer of Option Shares will be treated for federal income tax purposes as specified in Section 421 of the Code.

(b) Optionee shall notify the Company in writing within fifteen (15) days of each disposition (including a sale, exchange, gift or a transfer of legal title) of the Option Shares made within three years after the issuance of such Option Shares.

(c) Optionee understands that if, among other things, he disposes of any Option Shares granted within two years of the granting of the Option to him or within one year of the issuance of such shares to him, then such Option Shares will not qualify for the beneficial treatment which Optionee might otherwise receive under Sections 421 and 422 of the Code.

(d) Optionee and his transferees shall have no rights as a shareholder with respect to any Option Shares until the date of the issuance of a stock certificate evidencing such Option Shares. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date such stock certificate is issued, except as provided in Section 9 of the Plan.

(e) All certificates representing the Option Shares shall have endorsed thereon the following legends, the provisions of which are hereby incorporated into the Option Agreement:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OTHER THAN THE STATE OF CALIFORNIA AND HAVE BEEN ISSUED AND SOLD PURSUANT TO AN EXEMPTION FROM THE ACT AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED BY THE HOLDERS THEREOF AT ANY TIME EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE ACT COVERING THE SECURITIES, OR (2) IF, IN THE REASONABLE OPINION OF COUNSEL TO THE CORPORATION, SUCH SHARES MAY BE TRANSFERRED WITHOUT SUCH REGISTRATION.

IN ADDITION, SALE, TRANSFER OR HYPOTHECATION OF THIS SECURITY IS RESTRICTED BY THE PROVISIONS OF AN INCENTIVE STOCK OPTION AGREEMENT (AND THE STANDARD TERMS AND CONDITIONS RELATING TO INCENTIVE STOCK OPTIONS INCORPORATED THEREIN) ENTERED INTO BY THE CORPORATION AND THIS SHAREHOLDER DATED AS OF \_\_\_\_\_ [AGREEMENT DATE], A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION AND ALL

OF THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN.

THE SHARES EVIDENCED BY THIS CERTIFICATE WERE ISSUED UPON EXERCISE OF AN INCENTIVE STOCK OPTION, AND MAY NOT BE TRANSFERRED PRIOR TO \_\_\_\_\_ [THE LATER OF TWO YEARS FROM THE DATE OF THIS AGREEMENT OR ONE YEAR FROM THE ISSUANCE OF THE OPTION SHARES] UNLESS THE HOLDER SUBMITS EVIDENCE THAT HE HAS NOTIFIED THE CORPORATION OF SUCH TRANSFER. THIS LEGEND SHALL NOT APPEAR ON THE CERTIFICATES ISSUED UPON TRANSFER OF THESE SHARES.

13. Investment Representations. As an inducement to the Company to grant

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the Option and issue the Option Shares to the Optionee, the Optionee hereby makes the following representations and warranties, and authorizes the Company to rely upon the same:

(a) The Optionee will acquire the Option Shares for investment for his own account, not for resale, without any intention of or view toward or for participating, directly or indirectly, in a distribution of the Option Shares or any portion thereof.

(b) The Optionee understands that an investment in the Company is speculative, that any possible profits therefrom are uncertain, and that he must bear the economic risks of the investment in the Company for an indefinite period of time.

(c) The Optionee understands that the Option Shares have not been registered under the Securities Act in reliance on the exemption provided by Rule 701 promulgated thereunder for compensatory benefit plans; and that the Option Shares have not been registered or qualified under the "blue sky" laws of any state including the State of California.

(d) The Optionee understands that the Option Shares may have to be held indefinitely unless they are subsequently registered under the Securities Act and qualified or registered under other applicable securities laws, rules and regulations, which is unlikely, or unless an exemption from such qualification or registration is available.

(e) The Optionee understands and agrees that (i) the legends set forth in Section 12(e) hereof will be placed on the certificate(s) evidencing the Option Shares and, except as otherwise provided in Section 12(e), on certificate(s) issued to transferees; (ii) the stock records of the Company will be noted with respect to such restrictions; (iii) the Company will not be under any obligation to register the Option Shares or to comply with any exemption available for sale of the Option Shares without registration; and (iv) the information or conditions necessary to permit routine sales of securities of the Company under Rule 144 of the Securities Act are not now available and it is not likely that they will become available in the foreseeable future.

(f) The Optionee is a bona fide resident and domiciliary of, not a temporary transient resident of, and has his principal residence in, the state or other jurisdiction set forth under Optionee's signature in the Option Agreement, and Optionee does not have any present intention of moving his principal residence from such state or jurisdiction.

14. Withholding Taxes. Whenever Option Shares are to be issued under the

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Option Agreement, the Company shall have the right to require Optionee to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to issuance and/or delivery of any certificate or certificates for such Option Shares.

15. Financial Information. The Corporation shall provide to each Optionee

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on an annual basis a copy of the annual financial report prepared by the Company's independent certified public accountants, or such other periodic financial report which conforms with Section 260.140.46 of Title 10 of the California Code of Regulations.

16. Miscellaneous.

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(a) The Option Agreement shall bind and inure to the benefit of the parties' heirs, legal representatives, successors and permitted assigns.

(b) The Option Agreement, the Plan, and these Terms and Conditions constitute the entire agreement between the parties pertaining to the subject matter contained herein and they supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of the Option Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of the Option Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. In the event there exists any conflict or discrepancy between any of the terms in the Plan and the Option Agreement, the terms of the Plan shall be controlling. A copy of the Plan has been delivered to the Optionee and also may be inspected by Optionee at the principal office of the Company.

(c) Should any portion of the Plan, the Option Agreement or these Terms and Conditions be declared invalid and unenforceable, then such portion shall be deemed to be severable from the Option Agreement and shall not affect the remainder hereof.

(d) All notices to be sent hereunder shall be delivered in person or sent by United States Mail, certified and postage prepaid, to Optionee at the address set forth on the Facing Page of the Option Agreement or to the Company at its principal place of business, Attention: President. Any change in the address to which notices shall be sent under the Option Agreement to the Optionee shall be made by the Optionee upon ten (10) days' written notice to the Company.

(e) The Option Agreement shall be construed according to the internal laws of the State of California without resort to California's conflict-of-laws provisions. The Option Agreement is made and entered into in San Diego, California. The sole venue for adjudicating any action arising from or relating to the Option Agreement shall be in San Diego, California.



EXHIBIT A

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Notice of Exercise of Incentive Stock Option

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To: WIRELESS FACILITIES, INC.  
Attention: President

I, a resident of the State of \_\_\_\_\_, hereby exercise my incentive stock option granted by WIRELESS FACILITIES, INC., a Delaware corporation (the "Company"), pursuant to an Incentive Stock Option Agreement dated \_\_\_\_\_, 199\_\_, subject to all the terms and provisions thereof and notify the Company of my desire to purchase \_\_\_\_\_ shares of Common Stock of the Company at the exercise price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per share pursuant to said option.

I agree to complete and execute any additional documents which the Company may request that I complete in order to comply with applicable federal, state and local securities laws, rules and regulations.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Social Security or [Name]  
Taxpayer I.D. Number

\_\_\_\_\_  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WIRELESS FACILITIES, INC.  
INCENTIVE STOCK OPTION AGREEMENT  
(Facing Page)

FOR GOOD AND VALUABLE CONSIDERATION, Wireless Facilities, Inc., a New York corporation, hereby irrevocably grants to the Employee named below an incentive stock option (the "Option") to purchase any part or all of the specified number of shares of its Common Stock upon the terms and subject to the conditions set forth in this Option Agreement, at the specified purchase price per share without commission or other charge. The Option is granted pursuant to the 1997 Stock Option Plan of Wireless Facilities, Inc. (the "Plan") and the Standard Terms and Conditions Relating to Incentive Stock Options (the "Terms and Conditions") promulgated under the Plan and in effect as of the date of this Option Agreement. The terms of the Plan and the Terms and Conditions are hereby incorporated herein by reference and made a part of this Option Agreement.

Name of Employee: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Number of Shares covered by Option (the "Option Shares"): \_\_\_\_\_

Purchase Price Per Option Share: \$ \_\_\_\_\_

Minimum Number of Option Shares Per Partial Exercise (unless Optionee exercises all of the Option then exercisable): \_\_\_\_\_

The Option shall become exercisable as follows:

[FOR YEARLY VESTING:] \_\_\_\_\_ Option Shares [not less than 20% of the Option Shares for non-officer employees] shall become subject to purchase on \_\_\_\_\_ of each calendar year, commencing with 199\_\_ [not later than one year from date of grant for non-officer employees] and ending with 199\_\_. Once subject to purchase, the Option Shares shall remain subject to purchase until \_\_\_\_\_ [not later than [10] years less one day from the date of grant] (the "Expiration Date") unless the Option is earlier terminated in accordance with the Plan and the Terms and Conditions.

Date of this Option Agreement: \_\_\_\_\_, 199\_\_ [date of grant]

WIRELESS FACILITIES, INC. \_\_\_\_\_  
Employee's Signature

By: \_\_\_\_\_ Residence Address: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WIRELESS FACILITIES, INC.  
STOCK OPTION GRANT NOTICE  
(1999 EQUITY INCENTIVE PLAN)  
Option Number \_\_\_\_\_

Wireless Facilities, Inc. (the "Company"), pursuant to its 1999 Equity Incentive Plan (the "Plan"), hereby grants to Optionholder an option to purchase the number of shares of the Company's Common Stock set forth below. This option is subject to all of the terms and conditions as set forth herein and in the Stock Option Agreement, the Plan and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Optionholder: \_\_\_\_\_  
Date of Grant: \_\_\_\_\_  
Vesting Commencement Date: \_\_\_\_\_  
Number of Shares Subject to Option: \_\_\_\_\_  
Exercise Price (Per Share): \_\_\_\_\_  
Total Exercise Price: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

Type of Grant:  Incentive Stock Option/1/  Nonstatutory Stock Option

Exercise Schedule:  Same as Vesting Schedule  Early Exercise Permitted

Vesting Schedule: [1/4/th/ of the shares vest on the one-year anniversary of the Vesting Commencement Date, and 1/48/th/ of the shares vest each month of Continuous Service thereafter over the next three years.]

Payment: By one or a combination of the following items (described in the Stock Option Agreement):

By cash or check  
Pursuant to a Regulation T Program if the Shares are publicly traded  
By delivery of already-owned shares if the Shares are publicly traded  
[By deferred payment]

Additional Terms/Acknowledgements: The undersigned Optionholder acknowledges receipt of, and understands and agrees to, this Grant Notice, the Stock Option Agreement and the Plan. Optionholder further acknowledges that as of the Date of Grant, this Grant Notice, the Stock Option Agreement and the Plan set forth the entire understanding between Optionholder and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject with the exception of (i) options previously granted and delivered to Optionholder under the Plan, and (ii) the following agreements only:

Other Agreements: \_\_\_\_\_  
\_\_\_\_\_

Wireless Facilities, Inc. \_\_\_\_\_ Optionholder: \_\_\_\_\_  
By: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachments: Stock Option Agreement, 1999 Equity Incentive Plan and Notice of Exercise

\_\_\_\_\_  
/1/ If this is an incentive stock option, it (plus your other outstanding incentive stock options) cannot be first exercisable for more than \$100,000 in \_\_\_\_\_ any calendar year. Any excess over \$100,000 is a nonstatutory stock option.

Attachment I  
STOCK OPTION AGREEMENT

Wireless Facilities, Inc.  
1999 Equity Incentive Plan

Stock Option Agreement  
(Incentive and Nonstatutory Stock Options)

Pursuant to your Stock Option Grant Notice ("Grant Notice") and this Stock Option Agreement, Wireless Facilities, Inc. (the "Company") has granted to you an option under its 1999 Wireless Facilities, Inc. Equity Incentive Plan (the "Plan") to purchase the number of shares of the Company's Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice. Defined terms not explicitly defined in this Stock Option Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your option are as follows:

1. Vesting. Subject to the limitations contained herein, your option will vest as provided in your Grant Notice, provided that vesting will cease upon the termination of your Continuous Service.

2. Number of Shares and Exercise Price. The number of shares of Common Stock subject to your option and your exercise price per share referenced in your Grant Notice may be adjusted from time to time for capitalization adjustments, as provided in Section 11(a) of the Plan.

3. Exercise prior to Vesting ("Early Exercise"). If permitted in your Grant Notice (i.e., the "Exercise Schedule" indicates that "Early Exercise" of your option is permitted) and subject to the provisions of your option, you may elect at any time that is both (i) during the period of your Continuous Service and (ii) during the term of your option, to exercise all or part of your option, including the nonvested portion of your option; provided, however, that:

(a) a partial exercise of your option shall be deemed to cover first vested shares of Common Stock and then the earliest vesting installment(s) of unvested shares of Common Stock;

(b) any shares of Common Stock so purchased from installments that have not vested as of the date of exercise shall be subject to the purchase option in favor of the Company as described in the Company's form of Early Exercise Stock Purchase Agreement;

(c) you shall enter into the Company's form of Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and

(d) if your option is an incentive stock option, then, as provided in the Plan, to the extent that the aggregate Fair Market Value (determined at the time of grant) of the shares of Common Stock with respect to which your option plus all other incentive stock options you hold

are exercisable for the first time by you during any calendar year (under all plans of the Company and its Affiliates) exceeds one hundred thousand dollars (\$100,000), your option(s) or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as nonstatutory stock options.

4. Method of Payment. Payment of the exercise price is due in full upon exercise of all or any part of your option. You may elect to make payment of the exercise price in cash or by check or in any other manner permitted by your Grant Notice, which may include one or more of the following:

(a) In the Company's sole discretion at the time your option is exercised and provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in The Wall Street Journal, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds.

(b) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in The Wall Street Journal, by delivery of already-owned shares of Common Stock either that you have held for the period required to avoid a charge to the Company's reported earnings (generally six months) or that you did not acquire, directly or indirectly from the Company, that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. "Delivery" for these purposes, in the sole discretion of the Company at the time you exercise your option, shall include delivery to the Company of your attestation of ownership of such shares of Common Stock in a form approved by the Company. Notwithstanding the foregoing, you may not exercise your option by tender to the Company of Common Stock to the extent such tender would violate the provisions of any law, regulation or agreement restricting the redemption of the Company's stock.

(c) Pursuant to the following deferred payment alternative:

(i) Not less than one hundred percent (100%) of the aggregate exercise price, plus accrued interest, shall be due four (4) years from date of exercise or, at the Company's election, upon termination of your Continuous Service.

(ii) Interest shall be compounded at least annually and shall be charged at the minimum rate of interest necessary to avoid the treatment as interest, under any applicable provisions of the Code and as reasonably determined by the Company, of any portion of any amounts other than amounts stated to be interest under the deferred payment arrangement.

(iii) At any time that the Company is incorporated in Delaware, payment of the Common Stock's "par value," as defined in the Delaware General Corporation Law, shall be made in cash and not by deferred payment.

(iv) In order to elect the deferred payment alternative, you must, as a part of your written notice of exercise, give notice of the election of this payment alternative and, in order to secure the payment of the deferred exercise price to the Company hereunder, if the Company so requests, you must tender to the Company a promissory note and a security agreement covering the purchased shares of Common Stock, both in form and substance satisfactory to the Company, or such other or additional documentation as the Company may request.

5. Whole Shares; Minimum Purchase. You may exercise your option only for whole shares of Common Stock.. Unless you exercise your option with respect to all shares then vested, or unless otherwise permitted by the Company, you may exercise your option only for at least [one hundred (100)] shares on any exercise date.

6. Securities Law Compliance. Notwithstanding anything to the contrary contained herein, you may not exercise your option unless the shares of Common Stock issuable upon such exercise are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your option must also comply with other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations.

7. Term. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) in the sole discretion of the Board, immediately upon the termination of your Continuous Service for Cause;

(b) thirty (30) days after the termination of your Continuous Service for any reason other than Cause, Disability or death, provided that if during any part of such thirty (30) day period you may not exercise your option solely because of the condition set forth in the preceding paragraph relating to "Securities Law Compliance," your option shall not expire until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of thirty (30) days after the termination of your Continuous Service;

(c) twelve (12) months after the termination of your Continuous Service due to your Disability;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within thirty (30) days after your Continuous Service terminates for reason other than Cause;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day immediately preceding the tenth (10th) anniversary of the Date of Grant.

For purposes of your option, "Cause" means that the Board determines in good faith that you have engaged in misconduct, including but not limited to: (i) your commission of any felony or any crime involving moral turpitude or dishonesty, (ii) your participation in a fraud or act of dishonesty against or adversely affecting the Company, or (iii) your intentional, material violation of any contract between the Company and you, any statutory duty of yours to the Company or any policy of the Company which you do not correct within thirty (30) days after written notice to you thereof. Your physical or mental disability shall not constitute "Cause."

If your option is an incentive stock option, note that, to obtain the federal income tax advantages associated with an "incentive stock option," the Code requires that at all times beginning on the date of grant of your option and ending on the date three (3) months before the date of your option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an "incentive stock option" if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three (3) months after the date your employment terminates.

#### 8. Exercise.

(a) You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits) during its term by delivering a Notice of Exercise (in a form designated by the Company) together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require. However, your option shall not be exercisable at any time that the Company is investigating whether it has grounds to terminate your Continuous Service for Cause.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (1) the exercise of your option, (2) the lapse of any substantial risk of forfeiture to which the shares of Common Stock are subject at the time of exercise, or (3) the disposition of shares of Common Stock acquired upon such exercise.

(c) If your option is an incentive stock option, by exercising your option you agree that you will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two (2) years after the date of your option grant or within one (1) year after such shares of Common Stock are transferred upon exercise of your option.

9. Transferability. Your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company,



you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your option.

10. Right of Repurchase. To the extent provided in the Company's bylaws as amended from time to time, the Company shall have the right to repurchase all or any part of the shares of Common Stock you acquire pursuant to the exercise of your option.

11. Option not a Service Contract. Your option is not an employment or service contract, and nothing in your option shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or any obligation of the Company or an Affiliate to continue your employment. In addition, nothing in your option shall obligate the Company or an Affiliate, their respective shareholders, Boards of Directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

12. Withholding Obligations.

(a) At the time you exercise your option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with your option.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable conditions or restrictions of law, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law. If the date of determination of any tax withholding obligation is deferred to a date later than the date of exercise of your option, share withholding pursuant to the preceding sentence shall not be permitted unless you make a proper and timely election under Section 83(b) of the Code, covering the aggregate number of shares of Common Stock acquired upon such exercise with respect to which such determination is otherwise deferred, to accelerate the determination of such tax withholding obligation to the date of exercise of your option. Notwithstanding the filing of such election, shares of Common Stock shall be withheld solely from fully vested shares of Common Stock determined as of the date of exercise of your option that are otherwise issuable to you upon such exercise. Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company shall have no

obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein.

13. Notices. Any notices provided for in your option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

14. Governing Plan Document. Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your option and those of the Plan, the provisions of the Plan shall control.

Attachment II  
1999 EQUITY INCENTIVE PLAN

Attachment III  
NOTICE OF EXERCISE

NOTICE OF EXERCISE

1999 EQUITY INCENTIVE PLAN

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

Date of Exercise: \_\_\_\_\_

Ladies and Gentlemen:

This constitutes notice under my stock option that I elect to purchase the number of shares for the price set forth below.

Type of option (check one):            Incentive []        Nonstatutory []

Stock option grant date:                \_\_\_\_\_

Option number:                            \_\_\_\_\_

Number of shares as  
to which option is  
exercised/1/:                              \_\_\_\_\_

Certificates to be  
issued in name of:                        \_\_\_\_\_

Total exercise price:                    \$ \_\_\_\_\_

Cash payment delivered  
herewith:                                  \$ \_\_\_\_\_

[Promissory note delivered  
herewith:                                  \$ \_\_\_\_\_]

[Value of \_\_\_\_\_ shares of  
Wireless Facilities, Inc. common  
stock delivered herewith/2/:            \$ \_\_\_\_\_]

\_\_\_\_\_  
/1/ Must be a minimum of [100] shares or all of the shares currently vested under the Option.

/2/ Shares must meet the public trading requirements set forth in the option. Shares must be valued in accordance with the terms of the option being exercised, must have been owned for the minimum period required in the option, and must be owned free and clear of any liens, claims, encumbrances or security interests. Certificates must be endorsed or accompanied by an executed assignment separate from certificate.

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the Wireless Facilities, Inc. 1999 Equity Incentive Plan, (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option, and (iii) if this exercise relates to an incentive stock option, to notify you in writing within fifteen (15) days after the date of any disposition of any of the shares of Common Stock issued upon exercise of this option that occurs within two (2) years after the date of grant of this option or within one (1) year after such shares of Common Stock are issued upon exercise of this option.

Very truly yours,

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 Confidential Treatment Requested  
 under 17 C.F.R. (S) (S)200.80 (b) (4)  
 200.83 and 230.406  
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## 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

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 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.

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 (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

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 II. WFI shall begin to render Services to Client under a Work Order after WFI

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 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  
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(1) year from the Effective Date (the "Initial Term"). At the expiration of the Initial Term, this Agreement shall renew for [\*\*\*] ("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  
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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  
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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  
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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.  
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(a) Invoicing terms for reimbursable expenses are set forth in Exhibit I of this Agreement. All invoices shall be in U.S. Dollars, with  
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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.  
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(b) All invoices are due and payable by Client within [\*\*\*] 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.

\* Confidential Treatment Requested



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 [\*\*\*].

ARTICLE III. CHANGE ORDERS AND OUT-OF-SCOPE SERVICES

3.01. Changes. Client shall have the right, during the term of this

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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

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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.

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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

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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

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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,

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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.

\* Confidential Treatment Requested

ARTICLE V. WFI'S WARRANTIES AND RESPONSIBILITIES

5.01. General Warranty. WFI warrants to Client that all Services shall

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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

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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

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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

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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

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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.

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(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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\* Confidential Treatment Requested

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

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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

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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

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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

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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,

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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

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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

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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

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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

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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

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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

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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 [\*\*\*] 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

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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 [\*\*\*] days after the occurrence of a default. WFI shall have [\*\*\*] 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

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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.

\* Confidential Treatment Requested

8.04. Procedure upon Expiration or Termination.

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(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: [\*\*\*]. 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

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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

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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

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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 [\*\*\*].

(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 [\*\*\*].

(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 [\*\*\*].

(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 [\*\*\*]

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.

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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  
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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  
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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  
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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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.

15.09. Authorized Signature. Each Party represents to the other that the

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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

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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:

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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

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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  
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Hourly Rates  
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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. [\*\*\*]  
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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	[***]	[***]

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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  
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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  
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WFI's Account Director: Jose Ruiz-de-Chavez

WFI's Project Manager: Per Work Order

Project Staff (by job category):  
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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: \$2,236,300

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:  
[\*\*\*]

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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  
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By: /s/ JAY TAYEBI  
-----

Name: illegible signature  
-----

Name: JAY TAYEBI  
-----

Title: Legal Counsel  
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Title: Executive Officer  
-----

Date: August 4, 1999  
-----

Date: August 4, 1999  
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\* 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.

[\*\*\*]

. 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)  
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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.

[\*\*\*]

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)  
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[\*\*\*]

. 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  
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Name: Jay Tayebi  
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Title: Legal Counsel  
-----

Title: Executive Officer  
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Date: August 4, 1999  
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Date: August 4, 1999  
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\* Confidential Treatment Requested

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 Confidential Treatment Requested  
 under 17 C.F.R. (S) (S)200.80(b) (4)  
 200.83 and 230.406  
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## 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 [\*\*\*] 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 [\*\*\*] unless either Party communicates, in writing, [\*\*\*] 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.

- B. Termination for Breach, Cure Period. The non-breaching Party shall  
-----  
provide the breaching Party [\*\*\*], 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  
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- 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  
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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.

\* Confidential Treatment Request

12. 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.
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  
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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  
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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  
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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  
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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:  
-----

[\*\*\*]  
Entel Technologies, Inc.  
1110 N. Glebe Road, Suite 850  
Arlington, VA 22201  
Fax: (703) 812-8700



If to Triton:  
-----

[\*\*\*]  
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  
-----

/s/ John T. Vento  
-----

Clyde Smith  
-----

John T. Vento  
-----

Print Name

Print Name

Executive Vice President  
-----

President  
-----

Title

Title

\* Confidential treatment requested

Exhibit I  
to  
Microwave Relocation Services Agreement  
Between Triton and Entel

Scope of Services  
-----

for  
---

Spectrum Sharing and Microwave Relocation Services  
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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.

Phase II - Incumbent Negotiations and Final Contract Execution

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  
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and  
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Microwave Relocation Services  
-----

- 1) Spectrum Sharing Engineering Services Pricing
  - a) Per Task Pricing
    - i) Spectrum Sharing Study and Analysis - Billed upon [\*\*\*].  
-----
      - (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 [\*\*\*].
- 2) Microwave Relocation Services Pricing
  - a) Per Task Pricing
    - i) Phase I - Market Relocation Analysis - Billed upon [\*\*\*].  
-----
      - (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 [\*\*\*].
      - (1) First path per incumbent: \$[\*\*\*]
      - (2) Each additional path per incumbent: \$[\*\*\*]
    - iii) Phase III - Relocation Program Management - Billed upon [\*\*\*].  
-----
      - (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: \$[\*\*\*]

\* 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.

\* 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  
-----

[\*\*\*]

-----  
INCUMBENT

CallSign A

CallSign B  
-----

-III-

-----  
INCUMBENT

CallSign A

CallSign B  
-----

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 January 6, 1998 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 2/11/98

\_\_\_\_\_  
President 1/6/98

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

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 January 6, 1998 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

/s/ John T. Vento

-----  
Clyde Smith

-----  
John T. Vento

-----  
Print Name

-----  
Print Name

Executive Vice President      2/11/98

President      1/6/98

-----  
Title      Date

-----  
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            2/19/99	Director - Fixed Network Eng.   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



---

Path No	Listed In MSA	Link ID	INCUMBENT	CALLSIGN-1	RX Freq 1	SITE-NAME 2	CALLSIGN-2	RX Freq 2	Band
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

---

---

Work Order 3 Path	Work Order 6 Path	Billing Amount
[***]	[***]	[***]

---

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 Southeast region.
2. Assigned Services:  
Entel shall perform Microwave Engineering Services for 94 proposed microwave paths. The 94 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

STATEMENT OF WORK

Microwave Path Feasibility Analysis

Upon [\*\*\*] WFI will [\*\*\*].

[\*\*\*].....\$[\*\*\*]

Upon [\*\*\*] WFI will [\*\*\*] WFI will [\*\*\*]. Again WFI will [\*\*\*].

[\*\*\*].....\$[\*\*\*]

Note: [\*\*\*]

Microwave Link Engineering and Path Survey

A. Upon [\*\*\*] WFI will [\*\*\*]. WFI will [\*\*\*]. WFI will [\*\*\*]. WFI will [\*\*\*].

Upon [\*\*\*]:

[\*\*\*]

Pricing .....\$[\*\*\*]

.....\$[\*\*\*]

[\*\*\*]

Note: [\*\*\*]

\* Confidential treatment requested

Path No.	Microwave #	Site 1	Site 2	Proposed Test	Heights (ft)	Dist in mile	Ref	AMSL 1 (ft)	Height 1 (ft)	AMSL 2 (ft)	Height 2 (ft)	Azimuth 1 (deg)	Azimuth 2 (deg)
							point (ft)						
	I-26			site 1	site 2								

[\*\*\*]

Path No.	Microwave #	Site 1	Site 2	Proposed Test Heights	(ft)	Dist in mile	Ref	AMSL 1 (ft)	Height 1 (ft)	AMSL 2 (ft)	Height 2 (ft)	Azimuth 1 (deg)	Azimuth 2 (deg)
							point (ft)						
-----													
[***]													
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. [\*\*\*]. WFI will [\*\*\*] WFI will [\*\*\*]
2. [\*\*\*]. WFI will [\*\*\*] WFI will [\*\*\*]
3. [\*\*\*]. WFI will [\*\*\*]

\* Confidential treatment requested

B. Deliverables

-----  
WFI will provide a written report to Customer containing the following information:

[\*\*\*]

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:

[\*\*\*]

\* Confidential treatment requested



B. Deliverables

-----

WFI will provide Customer with the following deliverables:

[\*\*\*]

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.

\* Confidential treatment requested

Proprietary and Confidential  
Page 3 of 4

Pricing and Pass-Through Expenses for  
-----  
Comparable Cost Appraisal and Cost-Sharing Negotiations  
-----

1) Phase I - Comparable Replacement System Cost Appraisal

- (1) [\*\*\*]: \$[\*\*\*]
- (2) [\*\*\*]: \$[\*\*\*]

Note: [\*\*\*]

2) Phase II - Cost-Sharing Negotiations

- (1) [\*\*\*]

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.

\* confidential treatment requested

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
-------------	--------	--------	----------------------------------	---	----------------	--------

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[\*\*\*]

\* 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.

/s/ Nicholas Pepenelli  
-----

Nicholas Pepenelli  
-----

Print Name  
V.P. Eng. & OPS 7-27-99  
-----

Title                                  Date

WFI FACILITIES INC.

/s/ Mark W. Carter  
-----

Mark W. Carter  
-----

Director - Sales                          7/28/99  
-----

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

STATEMENT OF WORK

Microwave Path Feasibility Analysis

Upon [\*\*\*] WFI will [\*\*\*].

[\*\*\*].....\$[\*\*\*]

Upon [\*\*\*] WFI will [\*\*\*] WFI will [\*\*\*]. Again WFI will [\*\*\*].

[\*\*\*].....\$[\*\*\*]

Note: [\*\*\*]

Microwave Link Engineering and Path Survey

A. Upon [\*\*\*] WFI will [\*\*\*]. WFI will [\*\*\*]. WFI will [\*\*\*]. WFI will [\*\*\*].

Upon [\*\*\*]:

[\*\*\*]

Pricing .....\$[\*\*\*]

.....\$[\*\*\*]

[\*\*\*]

Note: [\*\*\*]

\* 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

\* Confidential treatment requested

## 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

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 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%

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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 TRAKCER\ 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\ORGINAL 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

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (this "Agreement") is made and entered into effective as of June 30, 1999 (the "Effective Date") by and between TOTAL OUTSOURCING, INC., a California corporation ("TOI"), and WIRELESS FACILITIES, INC., a Delaware corporation ("WFI"), with regard to the following facts:

R E C I T A L S:

A. TOI has provided services and financing to WFI for the leasing of computer equipment, apartments, vehicles and other items when WFI had limited resources.

B. Now that WFI has substantial resources, the parties believe that their contractual relationship is no longer a necessity and they would like to document that their relationship has ceased, as of the Effective Date.

A G R E E M E N T

In consideration of the mutual releases mentioned herein, the parties acknowledge and agree:

1. Obligations Under Agreements Canceled. Except for the agreements and -----  
covenants expressly provided in this Agreement (the "Covenants"), all obligations of the parties existing under any express or implied agreements between TOI and WFI existing prior to the Effective Date are hereby canceled and all amounts owing under them are hereby deemed paid in full.

2. TOI's Agreements and Covenants. Each party hereby agrees and covenants -----  
to return all property of the other upon request, including, but not limited to, all office and building keys, equipment, supplies and files, all copies of same and any data relating to same. TOI agrees not to use or disclose any information its personnel learned or learns about WFI or its officers, directors, shareholders, agents or representatives.

3. WFI's Agreements And Covenants. WFI hereby agrees to provide TOI a -----  
check in the amount of Two Hundred Eighty Thousand Ninety-One Dollars (\$280,091) no later than December 31, 1999.

4. Mutual Release. TOI hereby releases and discharges WFI and all of -----  
WFI's agents, representatives, officers, directors, shareholders, attorneys and accountants, and WFI

hereby releases and discharges TOI and all of TOI's agents, representatives, officers, directors, shareholders, attorneys and accountants, from all debts, claims, demands, liabilities, agreements and causes of action that the parties ever had, now have, or may have, whether accrued or contingent, against each other arising out of or relating to any and all agreements between them or their relationship, except for the Covenants.

5. Compromise. This Agreement constitutes a compromise of claims between  
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the parties.

6. Civil Code Section 1542. The parties declare that they have read and  
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understand the following statutory language of Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor.

Nevertheless, the parties hereby assume the risk of all unknown claims against the other as provided herein and agree that this Agreement extends to all claims of every nature and kind whether or not arising out of or relating to any matters generally or specifically described above, whether such claims are known or unknown, suspected or unsuspected, except for the Covenants. All rights under Section 1542 of the California Civil Code are hereby expressly waived, except for the Covenants.

7. Sole Expression of Agreement. Each party acknowledges and represents  
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that (a) any promise or representation not herein expressed is not being relied upon in connection with this Agreement, and (b) this Agreement embodies all terms and conditions concerning the release referred to herein and the compromise and settlement of all direct or indirect obligations and disputes between the parties, except for the Covenants. The recitals provided above are hereby incorporated into this Agreement. This Agreement constitutes the final, complete and exclusive agreement between the parties hereto pertaining to all prior transactions and prior claims between them and supersedes any and all prior and contemporaneous agreements or representations, except for the Covenants.

8. No Further Waiver. No waiver of any provision of this Agreement shall  
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be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9. Attorneys' Fees Upon Breach. If any legal action or other proceeding  
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arises from or relates to this Agreement, or any agreement or document delivered under it, or for a declaration of rights and duties hereunder, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in

connection with that action or proceeding, in addition to any other relief to which the party may be entitled.

10. Governing Law and Venue. This Agreement is entered into in San Diego,

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California. This Agreement shall be interpreted and enforced under the internal laws of the State of California. Any action or proceeding based upon, arising out of or related to this Agreement may only be commenced or maintained in a state court of appropriate jurisdiction located in San Diego, California.

11. Further Assurances. Each of the parties hereto shall do all acts and

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execute and deliver all documents necessary, convenient or desirable to carry out all provisions of this Agreement. These shall include, but not be limited to, the execution by TOI of all necessary transfers and assignments for all equipment, vehicles, apartments or other items currently being leased by TOI to WFI.

12. Construction. The initial draft of this Agreement was drafted by the

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law firm of Procopio, Cory, Hargreaves & Savitch LLP ("Procopio"), which represented WFI only in this transaction. Both parties acknowledge Procopio's disclosure of its representation of TOI on other matters and waive any claims they may have concerning actual or potential conflicts of interest. Procopio and WFI have strongly urged TOI to retain separate independent legal counsel. Each party has had the opportunity to consult independent counsel and either has done so or has decided not to do so. This Agreement shall not be construed against the party or its representative who drafted this Agreement or any portion hereof. This Agreement shall be construed so that time is of the essence for each of its provisions.

13. Binding Effect. No claims have been assigned by any party prior to

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signing this Agreement. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, officers, directors, attorneys, agents, successors and assigns. This Agreement may not be modified except by a written agreement signed by the parties signing this Agreement or their heirs, personal representatives, successors and assigns.

[Agreement Continues]

14. Counterparts. This Agreement may be executed in any number of  
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counterparts, all of which together shall constitute one (1) original agreement.  
Faxed signatures shall be equivalent to original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
Effective Date.

TOTAL OUTSOURCING, INC.,  
a California corporation

WIRELESS FACILITIES, INC.,  
a Delaware corporation

By: /s/ Haleh Tayebi

By: /s/ Thomas A. Munro

Name: Haleh Tayebi

Name: Thomas A. Munro

Title: President

Title: CFO

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 ESCROW NO. 15556-TG

## STRAIGHT NOTE

\$169,000.00

San Diego, California

July, 8, 1999

On or before, July 15, 2004, for value received, I promise to pay to Wireless Facilities, Inc. or order, at 9805 Scranton Road, Suite 100, San Diego, CA 92121 the sum of one hundred sixty-nine thousand and 00/100 dollars, with interest from July 15, 1999, until paid at the rate of 6.00 per cent per annum, payable monthly, beginning on August 15, 1999, and continuing monthly thereafter until July 15, 2004, when all principal and interest accrued is due and payable.

"This Note is subject to Section 2966 of the Civil Code, which provided that the holder of this note shall give written notice to the Trustor, or his successor in interest, or prescribed information at least 90 and not more than 150 days before any balloon payment is due."

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"A late charge of 6.00% of the monthly payment shall be due on each installment not received within 15 days of the due date."

"This Note may be prepaid in whole or in part at any time without penalty. Interest shall cease to accrue on any principal paid as of date of payment."

"This Note which is secured by a Deed of Trust is given as part of the purchase price of real property."

"The Deed of Trust securing a Note will be second and subsequent in lien to the first Deed of Trust of record in favor of American Mortgage Express."

Principal and interest payable in lawful money of the United States of America. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note and after said breach, said obligation shall continue to accrue interest at the rate of 6.00 per annum. If action be instituted on this note I promise to pay such sum as the Court may fix as Attorney' fees. This note is secured by a Deed of Trust of even date herewith.

/s/ Scott Fox

/s/ Kathleen W. Fox

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H. Scott Fox-----  
Kathleen W. Fox

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 FD-30F (Rev. 3/94)

STRAIGHT NOTE

DO NOT DESTROY THIS NOTE: When paid, this note and the Deed of Trust must be surrendered to Trustee for cancellation, before reconveyance will be made.