

Registration No. 333-85515

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

Amendment No. 1

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                      (Primary Standard Industrial                      (I.R.S. Employer  
jurisdiction of                      Classification Code Number)                      Identification Number)  
incorporation or  
organization)

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. (1)
10.3	1999 Equity Incentive Plan.*
10.4	Form of Stock Option Agreement pursuant to the 1999 Equity Incentive Plan. (1)
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 Masood K. Tayebi to the Company dated as of August 2, 1999.*
10.12	Amended Promissory Note from Massih Tayebi to the Company dated as of August 2, 1999.*
10.13	Amended Promissory Note from Sean Tayebi to the Company 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.+(1)
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.+(1)
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.+(1)
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 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 August 30, 1999.

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

Pursuant to the requirements of the Securities Act of 1933, as amended, this 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)	August 30, 1999
* _____ Masood K. Tayebi	President and Director	August 30, 1999
/s/ Thomas A. Munro _____ Thomas A. Munro	Chief Financial Officer (Principal Financial and Accounting Officer)	August 30, 1999
* _____ Scott Anderson	Director	August 30, 1999
* _____ Bandel Carano	Director	August 30, 1999
* _____ Scot Jarvis	Director	August 30, 1999
/s/ Thomas A. Munro *By: _____ Thomas A. Munro		

EXHIBIT INDEX

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(1) To be filed by amendment.

\* Previously filed.

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

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,

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

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

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1997

STOCK OPTION PLAN

OF

WIRELESS FACILITIES, INC.

Adopted Effective as of July 24, 1997

As Amended by the Board of Directors Effective January 7, 1999

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WIRELESS FACILITIES, INC.

1997 STOCK OPTION PLAN

Adopted effective as of July 24, 1997

As amended by the Board of Directors effective January 7, 1999

1. PURPOSES.

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The purposes of the Plan are as follows:

(a) To provide additional incentive for selected Employees, Directors and Consultants to further the growth, development and financial success of the Company by providing a means by which such persons can personally benefit through the ownership of capital stock of the Company; and

(b) To enable the Company to secure and retain key Employees, Directors and Consultants considered important to the long-range success of the Company by offering such persons an opportunity to own capital stock of the Company.

2. DEFINITIONS.

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(a) "Affiliate" means any parent corporation or subsidiary corporation,

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whether now or hereafter existing, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.

(b) "Board" means the Board of Directors of the Company.

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(c) "Cause" means an Optionee's personal dishonesty, misconduct,

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breach of fiduciary duty, incompetence, intentional failure to perform stated obligations, willful violation of any law, rule, regulation or final cease and desist order, or any material breach of any provision of the Plan, any Option Agreement or any employment or consulting agreement.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

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(e) "Committee" means a committee appointed by the Board in accordance

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with Section 3(c).

(f) "Common Stock" means the common stock, \$.01 par value, of the

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Company; provided, however, that if the Company's certificate of incorporation authorizes the issuance of only one class of stock, "Common Stock" shall mean such class of stock.

(g) "Company" means Wireless Facilities, Inc., a Delaware corporation.

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(h) "Consultant" means any person, including an advisor, engaged by

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the Company or an Affiliate to render services and who is compensated for such services, provided that the term "Consultant" shall not include Directors who are paid only a director's fee by the Company and/or who are not otherwise compensated by the Company for their services as Directors except pursuant to the Plan.

(i) "Director" means a member of the Board.

(j) "Disability" means total and permanent disability as defined in

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Section 22(e)(3) of the Code and as interpreted by the Board in each case.

(k) "Disinterested Person" means a Director who (i) was not, during

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the one year prior to service as an administrator of the Plan, granted or awarded equity securities pursuant to the Plan or any other plan of the Company or any of its affiliates entitling the participants therein to acquire equity securities of the Company or any of its affiliates except as permitted by subsection (c)(2)(i) of Rule 16b-3, or (ii) is otherwise considered to be a "disinterested person, in accordance with subsection (c)(2)(i) of Rule 16b-3, or any other applicable rules, regulations or interpretations of the Securities and Exchange Commission.

(l) "Employee" means any person, including officers and Directors,

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employed by the Company or any Affiliate of the Company; provided, however, that neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute "employment" by the Company.

(m) "Exchange Act" means the Securities Exchange Act of 1934, as

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amended.

(n) "Fair Market Value" means, as of any date, the value of the Common

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Stock of the Company determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the National Market System of the National Association of Securities Dealers, Inc. Automated Quotation ("NASDAQ") System, the Fair Market Value of a share of Common Stock shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such system or exchange (or the exchange with the greatest volume of trading in common stock) on the last market trading day prior to the date of determination, as reported in the Wall Street Journal or such

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other source as the Board deems reliable;

(ii) If the Common Stock is quoted on the NASDAQ System (but not on the National Market System thereof) or is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a share of Common Stock shall be the mean between the high bid and high asked prices for the Common Stock on the last market trading day prior to the date of determination, as reported in the Wall Street Journal or such other source as

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the Board deems reliable; or

(iii) In the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Board after giving due consideration to the factors set forth in Section 260.140.50 of Title 10 of the California Code of Regulations (exclusive of any reference to an initial public offering price).

(o) "Incentive Stock Option" means an Option intended to qualify as an  
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incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(p) "Nonstatutory Stock Option" means an Option not intended to  
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qualify as an Incentive Stock Option.

(q) "Option" means a stock option granted pursuant to the Plan.  
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(r) "Option Agreement" means a written agreement between the Company  
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and an Optionee evidencing the terms and conditions of an individual Option grant. Each Option Agreement shall be subject to the terms and conditions of the Plan and any rules and regulations adopted by the Board and incorporated therein.

(s) "Option Shares" means the shares of Common Stock of the Company  
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issued or issuable pursuant to the exercise of an Option.

(t) "Optionee" means an Employee, Director or Consultant who holds an  
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outstanding Option.

(u) "Plan" means this 1997 Stock Option Plan.  
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(v) "Rule 16b-3" means Rule 16b-3 of the Exchange Act or any successor  
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to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(w) "Securities Act" means the Securities Act of 1933, as amended.  
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(x) "Termination of Employment or Consulting Relationship" means:

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(i) With respect to Options granted to an Optionee in his capacity as an Employee, the time when the employer-employee relationship between the Optionee and the Company (or an Affiliate) is terminated for any reason, including without limitation a termination by resignation, discharge, death or retirement. The Board, in its sole discretion, may determine whether a Termination of Employment or Consulting Relationship has occurred in the case of any leave of absence approved by the Board, including sick leave, personal leave and military leave; provided, however, that any such leave for purposes of an Incentive Stock Option shall not exceed ninety (90) days unless (A) the Board determines to extend such period upon the acknowledgment of the Optionee that such an Option would become a Nonstatutory Stock Option, or (B) re-employment upon the expiration of such leave is guaranteed by contract (including by Company policy) or statute;

(ii) With respect to Options granted to an Optionee in his capacity as a Director, the time when the Optionee ceases to be a Director for any reason, including without limitation a cessation by resignation, removal, failure to be reelected, death or retirement, but excluding cessations where there is a simultaneous or continuing employment of the former Director by the Company (or an Affiliate) and the Board expressly deems such cessation not to be a Termination of Employment or Consulting Relationship; and

(iii) With respect to Options granted to an Optionee in his capacity as a Consultant, the time when the contractual relationship between the Optionee and the Company (or an Affiliate) is terminated for any reason.

The Board, in its absolute discretion, shall determine the effect of all other matters and questions relating to a Termination of Employment or Consulting Relationship.

### 3. ADMINISTRATION.

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(a) The Plan shall be administered by the Board unless and until the Board delegates administration to a Committee, as provided in Section 3(c) below.

(b) The Board shall have the power, except as otherwise provided in the Plan:

(i) To determine from time to time (A) which of the persons eligible under the Plan shall be granted Options, (B) when and how the Options shall be granted, (C) whether an Option will be an Incentive Stock Option or a Nonstatutory Stock Option, (D) the provisions of each Option granted (which need not be identical), including the time or times such Option may be exercised in whole or in part, and (E) the number of shares for which an Option shall be granted to each such person.

(ii) To construe and interpret the Plan and Options granted under it, and to establish, amend and revoke rules and regulations for the Plan's administration. The Board, in the exercise of its power, may correct any defect, omission or inconsistency in the Plan or in any Option Agreement in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(iii) To amend the Plan as provided in Section 11.

(iv) To place such restrictions on the sale or other disposition of Option Shares as may be deemed appropriate by the Board.

(v) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company.

(c) The Board may delegate administration of the Plan to a committee of the Board composed of not fewer than two (2) members (the "Committee"), all of the members of which Committee shall be Disinterested Persons. If administration is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board (and references in the Plan to the Board shall thereafter be deemed to be references to the Committee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may abolish the Committee at any time and revert in the Board the administration of the Plan.

(d) Notwithstanding the foregoing Section 3(c), the requirement that an administrator of the Plan be a Disinterested Person shall not apply if the Board or the Committee expressly declares that such requirement shall not apply. Any Disinterested Person shall otherwise comply with the requirements of Rule 16b-3.

#### 4. SHARES SUBJECT TO THE PLAN.

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Subject to the provisions of Section 9 relating to adjustments upon changes in stock, the stock that may be sold pursuant to the exercise of Options shall not exceed in the aggregate two million five hundred thousand (2,500,000) shares of the Company's Common Stock. If any Option shall for any reason expire or otherwise terminate without having been exercised in full, the stock not purchased pursuant to such Option shall again become available under the Plan.

#### 5. ELIGIBILITY.

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(a) Incentive Stock Options may be granted only to Employees. Nonstatutory Stock Options may be granted only to Employees, Directors or Consultants. In the event an Optionee is both an Employee and a Director, or an Optionee is both a Director and a Consultant, the Option Agreement shall specify the capacity in which the Optionee is granted the Option.

(b) Notwithstanding subsection (a) above, a Director shall in no event be eligible for the benefits of the Plan unless, at the time discretion is exercised in the selection of the Director as a person to whom Options may be granted or in the determination of the number of shares which may be covered by Options granted to the Director, (i) the Board has delegated its discretionary authority under the Plan to a Committee which consists solely of Disinterested Persons, or (ii) the Plan otherwise complies with the requirements of Rule 16b-3. The Board shall otherwise comply with the requirements of Rule 16b-3. However, this Section 5(b) shall not apply for so long as the Board or Committee expressly declares that it shall not apply.

6. OPTION AGREEMENT PROVISIONS.  
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Each Option shall be granted pursuant to a written Option Agreement which shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The provisions of separate Option Agreements need not be identical, but each Option Agreement shall include (through incorporation of the provisions hereof by reference in the Option Agreement or otherwise) the substance of each of the following provisions:

(a) Term. No Option shall be exercisable after the expiration of ten (10) -----  
years from the date it was granted.

(b) Price. The exercise price of each Option shall be set forth in the -----  
applicable Option Agreement; provided, however, that (i) the exercise price of each Incentive Stock Option shall be not less than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option on the date such Option is granted, (ii) the exercise price of each Nonstatutory Stock Option shall be not less than eighty-five percent (85%) of the Fair Market Value of the Common Stock subject to the Option on the date such Option is granted, and (iii) 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 Common Stock subject to the Option on the date the Option is granted.

(c) Consideration. The purchase price of Common Stock acquired pursuant -----  
to an Option shall be paid in cash at the time the Option, or portion thereof, is exercised; provided, however, at the discretion of the Board, the Option Agreement may allow (i) a delay in payment up to thirty (30) days from the date the Option, or portion thereof, is exercised, (ii) payment, in whole or in part, through the delivery of shares of Common Stock owned by the Optionee; (iii) payment, in whole or in part, through the surrender of Option Shares then issuable upon exercise of the Option; (iv) payment, in whole or in part, through the delivery of property of any kind which constitutes good and valuable consideration; or (v) any other method of "cashless exercise" permitted by the Board.

(d) Transferability. An Option shall not be transferable except by will

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or by the laws of descent and distribution, and shall be exercisable during the lifetime of the person to whom the Option is granted only by such person.

(e) Vesting. The total number of Option Shares subject to an Option may,

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but need not, be allotted in periodic installments (which may, but need not, be equal). The Option Agreement may provide that, from time to time during each of such installment periods, the Option may become exercisable ("vest") with respect to some or all of the Option Shares allotted to any period, and may be exercised with respect to some or all of the Option Shares allotted to such period and/or any prior period as to which the Option became vested but was not fully exercised. During the remainder of the term of the Option (if its term extends beyond the end of the installment periods), the Option may be exercised from time to time with respect to any Option Shares then remaining subject to the Option. Notwithstanding the foregoing, however, each Option granted to an Optionee who is not an officer, Director or Consultant shall 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.

(f) Securities Law Compliance. The Company may require any Optionee, or

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any person to whom an Option is transferred under Section 6(d), as a condition of exercising any such Option, (i) to give written assurances satisfactory to the Company as to the Optionee's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters, and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Option, and (ii) to give written assurances satisfactory to the Company stating that such person is acquiring the Option Shares subject to the Option for such person's own account and not with any present intention of selling or otherwise distributing the Option Shares. These requirements, and any assurances given pursuant to such requirements, shall be inoperative if the issuance of the Option Shares upon the exercise of the Option has been registered under a then currently effective registration statement under the Securities Act or, as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws.

(g) Termination of Employment or Consulting Relationship. In the event of

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the Termination of Employment or Consulting Relationship of an Optionee for any reason (other than for Cause or upon the Optionee's death or Disability), the Optionee may exercise his or her Option, but only within such period of time as is set forth in the Option Agreement, and only to the extent that the Optionee was entitled to exercise the Option at the date of such termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). In the case of an Incentive Stock Option, such period shall not exceed ninety (90) days from the date of termination. In the event of the Termination of Employment or Consulting Relationship of an Optionee for Cause, all Options granted hereunder to such Optionee shall expire as of the date of the occurrence giving rise to such termination or upon the date such Options expire by their terms, whichever is earlier, and such Optionee shall have no rights with respect to any unexercised Options.

If, at the date of a Termination of Employment or Consulting Relationship, the Optionee is not entitled to exercise his or her entire Option, the Option Shares covered by the unexercisable portion of the Option shall revert to the Plan. If, after a Termination of Employment or Consulting Relationship, the Optionee does not exercise his or her Option within the period specified in the Option Agreement, the Option shall terminate, and the Option Shares covered by such Option shall revert to the Plan.

(h) Disability of Optionee. In the event of a Termination of Employment or

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Consulting Relationship of an Optionee as a result of the Optionee's Disability, the Optionee may exercise his or her Option within the period specified in the Option Agreement (in no event be less than six (6) months from the date of such termination and, in the case of an Incentive Stock Option, in no event to exceed twelve (12) months from the date of such termination), and only to the extent that the Optionee was entitled to exercise the Option at the date of such termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). If, at the date of a Termination of Employment or Consulting Relationship, the Optionee is not entitled to exercise his or her entire Option, the Option Shares covered by the unexercisable portion of the Option shall revert to the Plan. If, after a Termination of Employment or Consulting Relationship, the Optionee does not exercise his or her Option within the period specified in the Option Agreement, the Option shall terminate, and the Option Shares covered by such Option shall revert to the Plan.

(i) Death of Optionee. In the event of the death of an Optionee, the

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Option may be exercised within the period specified in the Option Agreement (in no event to be less than six (6) months from the date of such termination) by the Optionee's estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent the Optionee was entitled to exercise the Option at the date of death. If, at the time of death, the Optionee was not entitled to exercise his or her entire Option, the Option Shares covered by the unexercisable portion of the Option shall revert to the Plan. If, after death, the Optionee's estate or a person who acquired the right to exercise the Option by bequest or inheritance does not exercise the Option within the time specified in the Option Agreement, the Option shall terminate, and the Option Shares covered by such Option shall revert to the Plan.

#### 7. COVENANTS OF THE COMPANY.

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(a) During the terms of the Options, the Company shall keep available at all times the number of shares of Common Stock required to satisfy such Options.

(b) The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to issue and sell Option Shares upon exercise of the Options; provided, however, that this undertaking shall not require the Company to register under the Securities Act either the Plan, any Option or any Option Shares. If, after reasonable efforts or without unreasonable expense, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance and sale of Option Shares under the Plan, the Company shall be

relieved from any liability for failure to issue and sell Option Shares upon exercise of such Options unless and until such authority is obtained.

8. USE OF PROCEEDS.  
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Proceeds from the sale of Option Shares shall be used for general operating capital of the Company.

9. ADJUSTMENTS UPON CHANGES IN COMMON STOCK.  
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(a) If any change is made in the Common Stock subject to the Plan or subject to any Option (through reorganization, recapitalization, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or otherwise), the Plan and all outstanding Options will be appropriately adjusted in the class and maximum number of shares subject to the Plan and the class and number of shares and price per share of Common Stock subject to outstanding Options.

(b) In the event the Company is merged or consolidated with another corporation and the Company is the surviving corporation, each outstanding Option, whether or not then exercisable, shall pertain to and apply to the securities or other property to which a holder of the number the Option Shares subject to such Option would have been entitled upon such transaction.

(c) In the event the Company is merged or consolidated with another corporation and the Company is not the surviving corporation, or in the event substantially all of the property or stock of the Company is acquired by another corporation, or in case of a separation, reorganization, or liquidation of the Company, the Board shall, in its sole discretion as to each outstanding Option, either (i) make appropriate provision for protection of such Option by the substitution on an equitable basis of appropriate stock of the Company, or of the merged, consolidated or otherwise reorganized corporation which will be issuable in respect of the stock of the Company, or (ii) upon written notice to the holder of such Option, provide that such Option must be exercised within a specified period not exceeding sixty (60) days of the date of such notice to the extent such Option is exercisable on the last day of such specified period or it will be terminated. Any portion of such Option which is not exercisable on the last day of such specified period will be terminated and any portion of such Option which is not exercised on or before said last day shall terminate on said last day.

10. MISCELLANEOUS.  
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(a) Neither an Optionee nor any person to whom an Option is transferred under Section 6(d) shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any Option Shares unless and until such person has satisfied all requirements for exercise of the Option pursuant to its terms and the Company has duly issued a stock certificate for such Option Shares.

(b) Nothing in the Plan or any instrument executed or Option granted pursuant thereto shall confer upon any Employee or Consultant or Optionee any right to continue in the employ of the Company or any Affiliate (or to continue acting as a Consultant) or shall restrict the right of the Company or any Affiliate to terminate the employment or consulting relationship of any Employee or Consultant or Optionee with or without cause.

(c) To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionee during any calendar year under all plans of the Company and its Affiliates exceeds One Hundred Thousand Dollars (\$100,000), the Options or portions thereof which exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options.

(d) The Company and the members of the Board shall be relieved from any liability for the non-issuance or non-transfer, or any delay of issuance or transfer, of any Option Shares which results from the inability of the Company to comply with, or to obtain, or from any delay in obtaining from any regulatory body having jurisdiction, all requisite authority to issue or transfer Option Shares if counsel for the Company deems such authority reasonably necessary for lawful issuance or transfer of any such shares. Appropriate legends may be placed on the stock certificates evidencing Option Shares to reflect such transfer restrictions.

#### 11. AMENDMENT OF THE PLAN.

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(a) The Board at any time, and from time to time, may amend the Plan. However, no amendment shall be effective unless approved by the shareholders of the Company within twelve (12) months before or after the adoption of the amendment where the amendment will:

(i) Increase the number of shares reserved for Options under the Plan, except as provided in Section 9 relating to adjustments upon changes in Common Stock;

(ii) Modify the requirements as to eligibility for participation in the Plan (to the extent such modification requires shareholder approval in order for the Plan to satisfy the requirements of Section 422 of the Code); or

(iii) Modify the Plan in any other way if such modification requires shareholder approval in order for the Plan to satisfy the requirements of Section 422 of the Code or to comply with the requirements of Rule 16b-3.

(b) It is expressly contemplated that the Board may amend the Plan in any respect the Board deems necessary or advisable to provide Optionees with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to Incentive Stock Options and/or to bring the Plan and/or Incentive Stock Options granted under the Plan into compliance therewith.

(c) The rights and obligations under any Option granted before any amendment of the Plan shall not be altered or impaired by such amendment unless the Company requests the consent of the person to whom the Option was granted and such person consents in writing.

12. TERMINATION OR SUSPENSION OF THE PLAN.  
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(a) The Board may suspend or terminate the Plan at any time. Unless sooner terminated, the Plan shall terminate on June 30, 2007 (which shall be within ten (10) years from the date the Plan is adopted by the Board or approved by the shareholders of the Company, whichever is earlier.) No Options may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) Rights and obligations under any Option granted while the Plan is in effect shall not be altered or impaired by suspension or termination of the Plan, except with the consent of the person to whom the Option was granted.

13. EFFECTIVE DATE OF PLAN.  
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The Plan shall become effective on such date as the Plan is adopted by the Board, provided that the shareholders of the Company approve or have approved the Plan within twelve (12) months of such date. No Options granted under the Plan shall be exercised unless and until the Plan has been approved by the shareholders of the Company.



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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  
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THIS MASTER SERVICES AGREEMENT ("Agreement"), dated as of the 27th day of February, 1998 ("Effective Date"), is made by and between TeleCorp Holding Corp., Inc, a Delaware corporation ("TeleCorp") and Entel Technologies, Inc., a Delaware corporation ("Entel").

EXPLANATORY STATEMENT

TeleCorp desires to engage Entel ("General Contractor") to perform numerous different types of services related to TeleCorp's planned personal communication services ("PCS") system (the "System"). These services consist of site acquisition, construction management, program management, microwave relocation and engineering services (each a "Service", collectively the "Services"), all of which are more specifically set forth below. TeleCorp and Entel therefore, in consideration of the mutual promises and covenants contained herein, agree as follows:

1. TRADING AREAS AFFECTED; COMMITMENT; TELECORP'S  
 ACQUISITION OF LICENSES

AT&T Wireless PCS, Inc. ("AT&T") is the license-holder for the FCC "A", "B" and "D" Block licenses for the Major Trading Areas listed on Schedule C attached

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 hereto, and TeleCorp is the license-holder for FCC "F" Block licenses for the Basic Trading Areas listed on Schedule C attached hereto, (all such areas are

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 hereinafter referred to as the "Service Area"). TeleCorp is a presently in negotiations with AT&T for the transfer of AT&T's license rights to TeleCorp PCS, Inc.

11. RELATIONSHIP OF PARTIES

A. Independent Contractor Relationship.

The parties intend by this Agreement to establish an independent contractor relationship. Neither party nor their employees shall be agents or legal representatives of the other party for any purpose. Neither party shall have the authority to act for, bind, or commit the other party. Entel and TeleCorp agree that this Agreement does not establish or create a relationship of employer-employee, principal-agent, or a franchise, joint venture, or partnership for any purpose whatsoever.

B. Employees

During the term of this Agreement, neither party shall solicit nor accept for employment any senior management employees of the other party without first obtaining the express written consent of the other party. TeleCorp shall have the first right to select which of Entel's project managers shall provide Services hereunder and over any employee of Entel currently rendering services for TeleCorp. TeleCorp shall have the right to request, in writing and upon five (5) days' notice to Entel, that a particular employee of Entel perform no further work in connection

with this Agreement. Entel agrees that it will immediately honor any such request made by TeleCorp.

C. Independent Contractors

Entel shall act as a manager in its capacity as a general contractor. Without relieving Entel of any of its obligations hereunder, Entel may engage independent contractors to perform any of the construction Services. Entel shall be responsible, but subject to TeleCorp's approval, for selecting the non-Entel persons, contractors, subcontractors, and agents to perform the construction Services to be performed or managed by Entel hereunder. In the event that Entel does retain independent contractors to perform Services, Entel shall be responsible for selecting, contracting, and paying such independent contractors, and Entel shall not bind TeleCorp or cause TeleCorp to be bound to any such independent contractor contract (or agreement of any kind whatsoever), without TeleCorp's written consent at its sole discretion. TeleCorp shall have the right to approve any such non-Entel persons and to approve the terms and conditions of any contract therewith entered into by Entel. All such independent contractors shall provide, to TeleCorp's satisfaction, appropriate licenses and insurance.

D. Contracts With Affiliates

Entel may contract with any affiliate of Entel to provide goods or services beyond those which its employees would perform, if it deems the same to be necessary or advisable for construction of the Sites. All such contracts shall be subject to prior written approval by TeleCorp in its sole discretion.

111. REQUIRED SERVICES

A. Site Acquisition Services and Program Management Services

In the course of building out the System, TeleCorp shall, based on its System network grid, establish small geographic areas within which a cell site or transmission tower shall be located, based on the network grid's RF design (a "Search Ring"). TeleCorp will provide to Entel its System network grid, with the established Search Rings overlaid thereon. TeleCorp will assign to Entel no less than [\*\*\*] Search Rings, via Schedule A attached hereto which shall be amended

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from time to time. At no time will the number of Search Rings assigned to Entel on Schedule A drop below [\*\*\*]. Entel shall provide the following services (all

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of which shall be hereinafter referred to collectively as the "Site Acquisition Services") within the Search Rings for TeleCorp, but Entel shall not be the exclusive provider thereof. With respect to each Search Ring, Entel shall perform the following services:

1. Search Ring Background Workup. Entel shall prepare a zoning, construction, and land use analysis of the geographic area covered by each Search Ring, which will include, at a minimum:
  - a. Listing of all state and local jurisdictions;
  - b. Zoning process descriptions;
  - c. Zoning maps in both hardcopy and softcopy formats, to the extent possible;

\* Confidential Treatment Requested

- d. Zoning application forms, and estimates of necessary fees;
- e. Zoning meeting schedules;
- f. Sample construction and land use permit applications, forms, estimates of necessary fees, identity of permitting authorities and their various meeting schedules;
- g. Contact information (name, address, affiliation, phone, e-mail and fax) for key zoning, construction, and land use permitting personnel;
- h. Background report on community awareness, issues, and concerns related to PCS infrastructure deployment;
- i. Identified Federal Aviation Administration (FAA) restrictions;
- j. Identified environmental restrictions.

2. Site Identification, Acquisition, Zoning and Permitting

- a. Entel shall identify at least two possible locations on which a cell site or transmission tower could be located (a "Site") within each Search Ring. Each candidate Site shall be submitted to TeleCorp, which will certify in writing to Entel whether each such Site meets TeleCorp's requirements for cost, availability, ability to be zoned, ability to be permitted, ability to be constructed and suitability to RF engineering. Submission of the Site shall be made to the person designated by TeleCorp from time to time. Prior to the closing with AT&T under that certain Securities Purchase Agreement dated January 23, 1998, among TeleCorp PCS, Inc., AT&T and certain other parties (the "Closing"), TeleCorp shall not be obligated to make such certification within a particular time frame, or at all. After the Closing, TeleCorp shall make such certification within five (5) business days of the Site's Submission.
- b. Entel shall negotiate the purchase or lease of at least one (1) certified Site within each Search Ring. Purchase or lease terms shall, upon completion of their negotiation by Entel, be submitted to TeleCorp in writing, and TeleCorp shall accept or reject same, in writing (acceptance may be by execution of documents presented, if appropriate). Prior to the Closing, TeleCorp shall not be obligated to accept or reject such terms within a particular time frame, or at all, but after the Closing, TeleCorp shall accept or reject such terms within thirty (30) business days of submission to TeleCorp by Entel.
- c. As part of its Site identification efforts in a, above, Entel shall make available to TeleCorp any Sites which it can offer on a bulk basis or which have been screened as "friendly" Sites. Entel shall

present to TeleCorp a comprehensive database of such Sites, and shall indicate the availability and lease rate of each site. Friendly Sites are collection structures such as buildings, towers, water tanks, billboards, signs, rooftops, etc. that meet TeleCorp's minimum required height and for which leases can be secured, zoning can be obtained and construction of PCS Equipment may be installed.

- d. At the express written direction of TeleCorp, Entel shall order title abstracts, coordinate a full title search, and/or obtain title insurance for approved and accepted Sites.
- e. At the express written direction of TeleCorp, Entel shall coordinate a "Phase 1" or other environmental surveys for approved and accepted Sites.
- f. Entel shall obtain all land use permits and/or zoning variances required for each approved and accepted site, if any, are necessary. If no approvals or variances are required, Entel shall provide proof thereof. In connection with obtaining these approvals and variances, Entel shall:
  - i. Submit complete zoning applications with all necessary exhibits;
  - ii. At TeleCorp's request, attend necessary meetings, including zoning hearings, planning meetings, and community meetings, as a representative of TeleCorp;
  - iii. At TeleCorp's request, coordinate community outreach programs, expert witness testimony, and other measures which may be required to assure the zoning, construction, and land use of approved and accepted Sites.
  - iv. Secure all required construction permits on behalf of TeleCorp.

3. Documentation of Site Acquisition Services.

Entel shall maintain a comprehensive record (both hardcopy and electronic copy, when possible) indexed by Site, which shall include the following elements, at a minimum:

- a. Site Survey Report for each of the Sites presented to TeleCorp for approval in Section III.A.2.a. above, consisting of property name, address, latitude, longitude, photos, site owner or property manager contact information, and proposed lease rate or purchase price;
- b. For each of the approved and accepted sites, the fully executed lease agreement or purchase document with all exhibits;

- c. For each of the approved and accepted Sites, the copy of zoning, construction, and land use applications and zoning variance requests, if any, with all exhibits;
- d. For each of the approved and accepted Sites, the copy of the land use permits;
- e. For each of the approved and accepted Sites, the Landlord approval of construction plans, and other indicia of compliance with lease terms;
- f. For each of the approved and accepted Sites, copy of the construction permits.

#### 4. Organizational Interfaces

- a. Entel shall work at the explicit direction of TeleCorp at all times. Entel shall designate one or more points of contact, as it deems efficient, in order to communicate effectively with TeleCorp. Entel shall obtain TeleCorp's explicit approval before obligating TeleCorp financially, contractually, or otherwise.
- b. Entel shall coordinate the activities of the Architectural and Engineering (A&E) firms during the site acquisition phase, to include the development of site-specific drawings for landlord approval and for zoning purposes.
- c. Entel shall coordinate all site visits during the site acquisition phase, to include at a minimum: site surveys, technical team visits, drive tests, construction surveys, A&E surveys, geotechnical surveys, and environmental surveys.
- d. Entel shall work to ensure a smooth transition of site-related activities from Site Acquisition to Construction Management.
- e. Entel shall procure on behalf of TeleCorp required discretionary (zoning, construction, and land use) entitlements and other permits, including building permits required for completion of Sites from state and local government authorities and from agencies of the United States Government, other than the Federal Communications Commission ("FCC").
- f. Entel will work with the TeleCorp finance department to set up a cost tracking and reporting system that meets the General Ledger and Asset Management needs of TeleCorp. Entel will ensure that they coordinate their accounting policies and procedures as they relate to activity under this contract to ensure compliance and compatibility (including, but not limited to, a seamless electronic interface of data) with TeleCorp's finance department.

#### B. Construction Management and Program Management Services

Entel shall perform the following services (all of which shall be hereinafter referred to collectively as the "Construction Management Services") for TeleCorp, for each site chosen within each of the Search Rings assigned via Schedule A, (a "Schedule A Site") and for other sites for which Entel has not provided Site Acquisition Services. The sites for which Entel shall provide the Construction Management Services which are not the Sites within the Search Rings listed on Schedule A shall be assigned to Entel via written addenda issued from time to time by

TeleCorp in the form of Schedule B (a "Schedule B Site") to this Agreement. All

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sites for which Entel will perform Construction Management Services, whether Schedule A sites or Schedule B sites, shall hereinafter be referred to as the "CMS Sites." The Construction Management Services to be performed by Entel are as follows:

1. Sites for which Entel provided Site Acquisition Services. For all approved and accepted sites for which Entel's Site Acquisition Services have been performed, Entel shall, as required by TeleCorp, continue its work on such Sites by acting as the construction manager in the capacity of general contractor to TeleCorp.
2. Sites for which Entel did not provide Site Acquisition Services. For all Sites which are not Sites for which Entel has performed Site Acquisition Services, and provided that such sites are presented to Entel via Schedule B for  
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Construction Management Services with all of the work completed which Entel would have performed had it been engaged by TeleCorp to perform Site Acquisition Services, then Entel shall act as the construction manager in the capacity of general contractor to TeleCorp for such sites. TeleCorp covenants that it will make available the records and files of all previously performed site acquisition work to Entel as Entel may reasonably request.
3. The Minimum Construction Management Services which Entel shall perform include:
  - a. Awarding, via a bid process resulting in not less than [\*\*\*] bids per contract, contracts for the performance of soil tests, geotechnical, plat and topographical surveys, investigation of flood and water drainage issues, tower construction, foundations, tenant improvement, grounds and landscaping, and thereafter negotiating the terms of all such contracts, all of which shall be entered into by Entel and the other contract party directly;
  - b. Upon completion of the foregoing negotiations, submitting these contracts to TeleCorp in writing, which after the Closing shall accept or reject same, in writing (acceptance may be by execution of documents presented, if appropriate, within [\*\*\*] of submission to TeleCorp by Entel.
  - c. Ordering and permitting access and delivery for the installation of commercial electrical power.
  - d. Permitting access to, arranging for, scheduling accepting delivery of telephone service as ordered to be installed by Entel.

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- e. Management and supervision of day-to-day construction activities, including
  - i. Site access preparation;
  - ii. Site preparation;
  - iii. Site excavation and leveling;
  - iv. Foundation construction;
  - v. Electrical connection, power, and grounding;
  - vi. Tower construction;
  - vii. Wind-load testing;
  - viii. Structural reinforcement;
  - ix. Antenna mounting and coaxial routing and mounting;
  - x. Placement of OEM equipment;
  - xi. Safety and OSHA compliance.
- 4. Entel Operating Standards.
  - a. All construction activities shall fully comply with TeleCorp's standards for quality, as well as with all local, state, and national codes and laws.
  - b. Entel shall coordinate the performance of geotechnical, plat and topographical surveys. Entel shall coordinate the investigation of flood and drainage issues.
  - c. Entel shall present and fully implement a comprehensive safety program. Entel shall demonstrate its corporate safety record. Entel shall document and report safety hazards, environmental concerns, and other abnormal situations immediately.
- 5. Subcontractor and Supplier Management.
  - a. Entel shall select all subcontractors and suppliers. Entel shall develop subcontractor and supplier selection standards. Entel shall implement a subcontractor and

supplier election process that reflects the best interests of TeleCorp at all times.

- b. Entel shall maintain full responsibility to TeleCorp for quality, cost, delivery, and performance of all subcontractor and supplier goods and services.
6. Materials Management. Entel shall provide all construction materials with the exception of PCS equipment. Entel shall identify all long-lead parts and materials to take appropriate action to ensure that these items are obtained without adverse impact to TeleCorp's cost or schedule objectives. Entel shall select, order, and track all material purchases.
7. Final Deliverables. As the final deliverable of its Construction Management Services, Entel shall deliver to TeleCorp a written Close-out Report for each CMS site within [\*\*\*] days of completion, which shall include a thorough and fully approved close out package of all Sites. Close out activities shall include, but are not limited to final inspection, punch list development and resolution, and final walk-through and inspection with TeleCorp. Entel shall not have completed close out until it has received notice from TeleCorp of completed close out following final walk-through and inspection, which notice shall not be unreasonably withheld, but in any event shall be within [\*\*\*] days of final walkthrough and inspection.
8. Documentation of Construction Management Service. Entel shall maintain comprehensive records for each site for which it performs Construction Management Services, indexed by CMS Site, which shall include the following, at a minimum:
  - a. land use permit,
  - b. construction and related permit,
  - c. current construction status,
  - d. detailed financial accounting records, including but not limited to, approved purchase orders price quotations and selections criteria; and verification of goods or services received.
9. Organizational Interfaces.
  - a. Entel shall work at the explicit direction of TeleCorp at all times. Entel shall designate one or more points of contact, as it deems efficient, in order to communicate effectively with TeleCorp. Entel shall obtain TeleCorp's explicit prior written approval before obligating TeleCorp financially, contractually, or otherwise.

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- b. Entel shall coordinate the activities of the Architectural and Engineering (A&E) firms during the construction phase, to include ensuring that basic site drawings provided by TeleCorp are tailored to the specific requirements of individual Sites.
- c. Entel shall coordinate all site visits during the construction phase, to include at a minimum: site surveys, technical team visits, drive tests, construction surveys, architectural and engineering surveys, geotechnical surveys, and environmental surveys.
- d. Entel will work with the TeleCorp finance department to set up a cost tracking and reporting system that meets the General Ledger and Asset Management needs of TeleCorp. Entel will ensure that they coordinate their accounting policies and procedures as they relate to activity under this contract to ensure compliance and compatibility (including, but not limited to, a seamless electronic interface of data) with TeleCorp's finance department.
- e. Entel shall coordinate its Construction Management Services with TeleCorp to insure that each Site delivered by Entel pursuant to the terms of this Agreement shall be ready for delivery and installation of equipment in accordance with TeleCorp's equipment vendor contracts, and that all conditions to such equipment vendor's installation of equipment and performance of services on a Site, attributed to Entel on the responsibility Matrix set forth on Schedule E hereto, shall have been fulfilled. No Site shall be deemed completed unless it has been delivered to TeleCorp in accordance with the terms of this Section B.9.e.

#### C. Program Management Services

In connection with, and as a tracking and indexing mechanism for its provision of Site Acquisition and Construction Management Services pursuant to this Agreement, Entel shall develop, implement and maintain a deployment plan (the "Deployment Plan") which tracks all activities and costs associated with the performance of Site Acquisition Services and Construction Management Services for each Site. The Deployment Plan is:

- 1. Entel shall develop and implement a quality assurance program, which ensures that all activities are performed to the highest quality standards.
- 2. Entel shall develop and implement a comprehensive cost accounting system compatible with TeleCorp's financial systems

that includes, at a minimum: procedures for conducting financial transactions; financial tracking and management; and comprehensive financial reporting.

3. Entel shall develop and implement comprehensive reporting mechanisms so that detailed site progress is tracked on a daily basis, and complete reports are provided when required by TeleCorp, not less frequently than [\*\*\*].
4. Entel shall develop and implement a comprehensive filing system that ensures that all relevant site information is organized and available. Entel shall seek to use electronic means whenever possible. Entel shall ensure the physical security of the filing system.
5. Entel shall manage and coordinate interaction among site acquisition, construction, management, and the A&E firm. Entel shall ensure that both formal and informal communications among these disciplines are effective and in the best interests of TeleCorp.
6. Entel shall manage and coordinate interactions between the infrastructure development staff (site acquisition and construction management) and other disciplines involved in the system deployment (e.g., RF engineering, network engineering, marketing). Entel shall ensure that both formal and informal communications among these disciplines are effective and in the best of interests of TeleCorp.

#### D. Microwave Relocation Services

Entel, utilizing the Comsearch IQ Clear spectrum sharing tool, procured and provided by Entel, will supply to TeleCorp labor, services, resources, and consultation necessary to perform microwave relocation and spectrum clearing services ("Microwave Services"). The Microwave Services include Spectrum Sharing Engineering Study and Analysis and Initial Market Assessment, Drive test Frequency Selection, and Prior Coordination Notices. The Microwave Services also include Negotiations and Program Management for the relocation of interfering paths.

1. Spectrum Sharing Engineering Study and Analysis and Initial Market Assessment

Entel will perform spectrum sharing studies, as required, for selected frequency(ies), in each assigned BTA and frequency, based on either a generic RF design or the design information provided by TeleCorp. Entel will utilize the results of the analysis in performing the following steps as required to complete assessment of interfering paths/incumbents identified in the spectrum sharing study including status and initial budgetary analysis for each path.

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## 2. Service Description

- a. **Spectrum Sharing Analysis**  
Entel will perform spectrum sharing studies, as required, for each assigned BTA and frequency. The reiterative studies will be based on RF design information provided by TeleCorp, and will identify all microwave paths that could affect or be affected by TeleCorp's proposed PCS systems, based on FCC guidelines on interference avoidance.
- b. **Review and Catalog Path Data**  
Review information from the spectrum sharing analysis on a per market and per incumbent basis for both co-channel and adjacent channel paths. Information such as number of links, equipment and modulation type, capacity, site names and locations for each path will be logged for use during negotiations and relocation program management.
- c. **Path Prioritization**  
Entel will develop technical parameters for the interfering co and adjacent channel paths to establish negotiation and relocation strategies and path priorities.
- d. **Review of Incumbent Data**  
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.
- e. **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.
- f. **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 TeleCorp's requirements.

- g. Estimate Comparable Relocation Costs  
Estimate relocation costs on a per incumbent and per market basis for paths that are determined to be active or co-channel paths that have been negotiated and/or relocated. Information such as system type and architecture, number of links required to be relocated, tower heights and typical system usage will be used to develop the cost estimates.
- h. Route Mapping  
Develop route maps on a per incumbent and per market basis delineating co-channel and adjacent channel active paths.
- i. Drive Test Frequency Selection  
Entel will complete the spectrum analysis and provide TeleCorp with the require drive test frequencies for the assigned BTS locations (if a non-interfering frequency is available).
- j. Prior Coordination Notices  
Entel will prepare Prior Coordination Notices (PCN(s)), mail PCNs to incumbents and clearinghouses, and coordinate responses and objections to PCNs, as required.
- k. Deliverables  
Entel will provide TeleCorp with periodic reports containing the following information:
  - i. Copies of FCC licenses for each identified path;
  - ii. Comparable cost documentation for each active path or for each co-channel paths which have been negotiated and/or relocated;
  - iii. Detailed budgetary cost analysis on a per BTA and frequency basis;
  - iv. Route maps;
  - v. Frequency relocation contract templates;
  - vi. Upon clearing of each region or market, Entel shall provide;
  - vii. Drive Test Frequencies as required; and
  - viii. Copies of Filed PCNs.

### 3. Negotiations and Program Management

- a. **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 TeleCorp and its proposed course of action.
- b. **Negotiation Parameters.**  
Entel will work with TeleCorp to develop negotiation parameters acceptable to TeleCorp. These parameters should be established prior to the commencement of negotiations so that settlements may be negotiated expeditiously.
- c. **Development of Negotiation Strategies.**  
Entel will work with TeleCorp to develop optimal negotiation strategies for each incumbent and market. These strategies will be based upon the size and location of each incumbent's network, considering whether the incumbent is present in multiple TeleCorp markets, TeleCorp's priorities and its willingness to provide various relocation alternatives.
- d. **Initiate Negotiations.**  
Entel will negotiate with incumbents to reach an agreement that conforms to TeleCorp's relocation schedule and cost parameters.
- e. **Additional Negotiation and Finalization of Agreement for Amended Relocation Dates.**  
If a path has been negotiated by another PCS licensee, but the relocation date(s) are unacceptable to TeleCorp, then 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 TeleCorp's relocation priorities.
- f. **Negotiation Strategy.**  
Entel will re-assess negotiation parameters and strategies as required based on discussions with incumbents, additional information obtained from incumbent meetings, and any modifications to TeleCorp's deployment schedule.

- g. **Contract Templates.**  
TeleCorp's inside counsel shall review and modify, as required, the contract templates that Entel provides to TeleCorp. The parties agree that these pre-approved contract templates are essential for enabling Entel to conclude negotiations in an efficient and expedient manner.
- h. **Finalize Relocation Terms.**  
Entel will provide the proposed business terms to TeleCorp for approval.
- i. **Finalize Relocation Agreement.**  
Once TeleCorp has approved the business terms, Entel, shall work with TeleCorp's counsel to facilitate the negotiation and execution of the final relocation agreement between TeleCorp and the incumbent.
- j. **Frequency Coordination.**  
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.
- k. **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.
- l. **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 TeleCorp as to which proposal to accept.
- m. **Tower Stress and Foundation Analysis.**  
Entel will order any required tower and foundation analyses. Entel will coordinate and program manage the entire process.
- n. **Tower Options Analysis.**  
Entel will review results of the tower and/or foundation analyses and based on the recommendation made by the Supplier, determine most cost-effective option such as structural strengthening, replacement, or alternate courses of action.

- o. Leased Facilities.  
In the event that an incumbent transfers its operations to leased facilities and requests TeleCorp's assistance in the transfer, Entel will coordinate the transfer of the facilities to alternate leased by the scheduled decommissioning date.
- p. 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.
- q. 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.
- r. 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.
- s. Tower Modification Oversight.  
Entel will monitor third party Suppliers' performance to encourage timely completion of their obligations.
- t. Documentation Review.  
Entel will review "as-build" documentation prepared by third party Suppliers, verify completion of third party supplier contractual requirements, and recommend to TeleCorp to proceed with final payment based on acceptance criteria.
- u. Incumbent Acceptance.  
Entel will obtain final incumbent acceptance of equipment and facility installation. Entel will work toward incumbent's satisfaction that the contractual obligations by TeleCorp and its subcontractors (if applicable) have been met.
- v. Final Cost Documentation.  
Entel will provide TeleCorp with a final accounting of the costs incurred to perform the turnkey relocation project.

- w. Monitoring of Incumbent's Performance Obligations.  
For paths that resulted in a cash transaction between Incumbent and TeleCorp, Entel will monitor incumbent to encourage compliance with contractual obligations and report such status to TeleCorp.
- x. Decommissioning Notification.  
Entel will notify TeleCorp of completion of the relocation and provide TeleCorp with copies of FCC Form 415S and/or FCC licenses indicating that the 2 GHz frequencies have been removed and decommissioned.

4. Documentation for Microwave Services

- a. Entel will provide TeleCorp the following deliverables on a per incumbent basis:
  - i. Signed offer letter;
  - ii. Executed contract between incumbent and TeleCorp;
  - iii. Periodic reports containing the status on incumbent compliance with the frequency relocation agreement including status on path decommissioning.
- b. Where applicable, Entel shall provide to TeleCorp the following information:
  - i. Test reports;
  - ii. Procurement documentation;
  - iii. Project management reports;
  - iv. Equipment test certification;
  - v. Photos, drawings and other information obtained from site visits;
  - vi. Cut-over documentation; and
  - vii. Equipment removal certification.
- c. Entel shall provide TeleCorp with copies of FCC Form 415s for decommissioned paths.



E. Engineering Services

Entel shall perform certain engineering services relating to the development of the System, including fixed network design ("Engineering Services"), when specifically requested to do so, in writing, by TeleCorp, pursuant to Schedule D.

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IV. PAYMENT

A. Payments to Contractors

Entel shall be responsible for making all payments due to contractors and subcontractors selected by, or contracted with, Entel to perform services and to provide materials at the Sites in connection with Services rendered hereunder. TeleCorp may advise Entel in writing that TeleCorp will pay them directly. Entel shall present copies of all such invoices relating to construction of the Sites which Entel has paid to TeleCorp, and TeleCorp shall then provide Entel reimbursement of such disbursements plus [\*\*\*]% of such disbursements within thirty (30) days of Entel's submission of said invoices to TeleCorp.

Entel shall furnish evidence satisfactory to TeleCorp that all labor furnished and material consumed by Entel during the invoice period has been paid in full and that the Services are not subject to liens or claims on account thereof. TeleCorp may withhold payment of the invoice until Entel furnishes such evidence.

TeleCorp retains the right to directly dispute any material default under any agreement between Entel and any materials or service provider to the extent such agreement authorizes Entel to so dispute, provided that TeleCorp shall provide written notice to Entel of TeleCorp's election to dispute. Upon notice of TeleCorp's election to dispute, Entel shall cease all payments to the disputed services or materials provider until such time as TeleCorp authorizes Entel to resume payment schedule. Nothing in this Section IV.A., shall relieve TeleCorp of its obligations to make reimbursement payments to Entel under this Section IV, provided that TeleCorp may suspend such reimbursement payments for all invoices paid by Entel following a stop payment/dispute notice from TeleCorp. If TeleCorp disputes the amount of expenses or fees claimed by Entel, then as between Entel and TeleCorp, such dispute shall be resolved in accordance with Section X.

Entel shall pay all taxes, duties, and assessments of every nature due in connection with the Site Development Services, and shall invoice TeleCorp for said taxes on a reimbursable basis. Entel hereby indemnifies and holds harmless TeleCorp and its subsidiaries, affiliates, stockholders, directors, officers and agents from any and all liability on account of any and all such taxes, duties, assessments, and deductions.

B. Compensation for Services

I . Site Acquisition and Program Management Services Fees

a. Per Site Fees for Site Acquisition

In consideration for performance of the Site Acquisition, TeleCorp shall pay Entel, [\*\*\*] per site, in the manner set forth below:

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Milestone	Amount Due
[***]	\$ [***]
[***]	\$ [***]
[***]	\$ [***]
[***]	\$ [***]

- b. Per Site fees for Program Management Services. In consideration for performance of the Program Management Services, TeleCorp shall pay Entel, [\*\*\*]per site, [\*\*\*]upon [\*\*\*], and [\*\*\*] upon [\*\*\*].
- c. Reimbursement for Per Site Advances
  - i. Non-Reimbursable Costs.  
Entel's compensation for the Site Acquisition Services shall be inclusive of customary out-of-pocket expenses incurred by Entel in the performance of its obligations hereunder ("Per Site Fee"), including, without limitation; [\*\*\*].  
  
Any extraordinary or other expenses that Entel should reasonably anticipate incurring, which are not customarily incurred in the ordinary course of business, must be pre-approved by TeleCorp in order for Entel to receive reimbursement for such expenditures.
  - ii. Reimbursable Costs.  
In the event that Entel contracts directly with third parties, trade contractors and subcontractors in connection with its provision of Services., the following expenses (in addition to other expenses which the parties may agree to from time to time) shall be considered pass through costs and be reimbursed to Entel to the

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extent not paid directly by TeleCorp in accordance with IV(a) above, provided, however, that TeleCorp shall be obligated to reimburse expenses incurred by Entel only with respect to which Entel had received express written direction from TeleCorp.:

[\*\*\*].

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d. Withdrawal.

In the event TeleCorp elects to withdraw a Site assigned to Entel, TeleCorp shall give Entel notice of such withdrawal, and shall pay Entel [\*\*\*]% of the milestone installment that would be due if the work currently in progress was completed and [\*\*\*]% of all other amounts due hereunder for work completed on the Site as of the date of TeleCorp's withdrawal notice and substitute the withdrawn Site with an alternative site within [\*\*\*] days ("Alternative Site"). If TeleCorp does not issue an Alternative Site within [\*\*\*] days of withdrawing a Site from the Minimum Number of [\*\*\*] Search Rings, then Entel shall be entitled to receive [\*\*\*] of the entire Per Site Fee for site Acquisition Services for the site withdrawn.

e. Search Rings Design.

In the event that TeleCorp redesigns a search ring beyond 1.5 miles of an urban or suburban Site or 4 miles of a rural Site, rendering unnecessary such Site that it had previously approved and for which Entel has begun but not yet completed all Site Acquisition Services, then TeleCorp shall pay Entel [\*\*\*]% for all site acquisition services completed at the time that the notice of redesign is received by Entel. For all site acquisition services rendered for the redesigned search ring TeleCorp shall pay Entel an additional [\*\*\*]% of the milestone installments due for all milestone installments to be performed and [\*\*\*] of all milestone installments to be

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performed for the first time.

f. Additional Services.  
In the event TeleCorp desires Entel to perform isolated tasks associated with a Site which is not assigned to Entel on Schedule

A or B, TeleCorp shall pay Entel [\*\*\*].[\*\*\*].

g. Statements.  
Entel shall provide TeleCorp with statements showing in reasonable detail the calculation of the Per Site Fees earned during the last calendar month not more than thirty (30) calendar days following the end of each calendar month. The Per Site Fee shall be paid by TeleCorp to Entel within thirty (30) days following such submission of invoices by Entel unless disputed by TeleCorp as provided below.

2. Construction Management and Program Management Services Fees.

a. Per CMS Site Fees  
In consideration for performance of the Construction Management Services ("CMS"), TeleCorp shall pay Entel \$[\*\*\*] per Site in the manner set forth below.

Milestones	Amount Due
[***]	\$[***]
[***]	\$[***]
[***]	\$[***]

The aggregate amount of the milestone payments to Entel for the Construction Management Services delivered to TeleCorp shall be [\*\*\*] per CMS Site.

b. Withdrawal  
In the event TeleCorp elects to withdraw a CMS Site, TeleCorp shall give Entel notice of such withdrawal, and shall pay Entel [\*\*\*]% of the milestone installment that would be due if the work currently in progress was completed and [\*\*\*]% of all other work completed on the withdrawn CMS Site as of the date of TeleCorp's withdrawal notice and substitute the withdrawn CMS Site with an alternative site within [\*\*\*] days ("Alternative CMS Site"). If

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TeleCorp does not issue an Alternative CMS Site within sixty days of withdrawing a CMS Site, then Entel shall be entitled to receive [\*\*\*]% of the entire Construction Management Fee, for the CMS Site withdrawn.

3. Microwave Relocation Services Fees

a. Regional Compensation.

TeleCorp shall pay Entel a fixed price of [\*\*\*] (the "Total Fee") for Microwave Services for the TeleCorp Regions, on a per region basis, as set forth in the following table:

Services	[***]	[***]	[***]	Total
Spectrum Sharing, Drive Test Frequency, and Prior Coordination Notice Fees	\$[***]	\$[***]	\$[***]	\$[***]
Negotiations and Relocation Program Management Fee	\$[***]	\$[***]	\$[***]	\$[***]
Total Fee per Region and Total Fee for All TeleCorp Regions	\$[***]	\$[***]	\$[***]	\$[***]

b. Payment Schedule

i. TeleCorp shall pay Entel [\*\*\*] equal payments (each a "Monthly Payment") as follows:

- a. [\*\*\*] per month for the [\*\*\*];
- b. [\*\*\*] per month for the [\*\*\*]; and
- c. [\*\*\*] per month for the [\*\*\*].

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- ii. [\*\*\*].
- iii. [\*\*\*]. Invoices shall be due and payable by TeleCorp within [\*\*\*] days of the date of receipt by TeleCorp. TeleCorp shall review the invoices and notify Entel in writing within [\*\*\*] days of receipt of the invoice of any objection or question TeleCorp may have in connection with the invoice. If any items are disputed, only the disputed items may be withheld from payment. The remaining undisputed portion of the invoice shall be paid in accordance with the terms of this Agreement.
- iv. [\*\*\*]. Entel shall notify TeleCorp upon completion of all applicable steps set forth in the Scope of Work for all interfering paths located in the applicable region. TeleCorp, within [\*\*\*] of receipt of such notification, shall either approve final payment or specifically identify remaining steps for completion by Entel. Entel shall complete any remaining steps identified by TeleCorp and notify TeleCorp of such completion. Upon receipt of final approval by TeleCorp, Entel shall submit an invoice to TeleCorp for [\*\*\*] of the applicable region.
- v. TeleCorp may withhold Monthly Payments if Entel fails to provide either timely or quality Services, and such failure has not been cured within [\*\*\*] of Entel's receipt of written notice of such deficiency. Such withheld payments, shall be due immediately upon Entel's cure of the deficiency to TeleCorp's satisfaction.

c. Reimbursement

- i. Non-Reimbursable Costs  
The total fee for Microwave Services set forth herein is inclusive of the following expenses:  
[\*\*\*]

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ii. Reimbursable Costs

Entel's service fees for Microwave Services in connection with the TeleCorp Regions include those set forth in Section IV.13.3. hereof. TeleCorp and Entel specifically agree, however, that TeleCorp will be additionally liable for the cost of the following items in connection with relocation (collectively "Pass Through Expenses"), provided, however, that TeleCorp shall be obligated to reimburse expenses incurred by Entel only with respect to which Entel had received express written direction from TeleCorp:

[\*\*\*].

C. Timing of Payment

All invoices shall be sent to TeleCorp's mailing address and marked: Attn: Accounts Payable. Entel shall invoice TeleCorp in accordance with the payment schedule set forth herein. Such invoice, after receipt in form satisfactory to TeleCorp, and subject to verification by TeleCorp, shall be paid within thirty (30) days of receipt by TeleCorp. Invoices must be sent in accordance with the invoicing instructions provided in this Agreement. All invoices must indicate the FEIN # 52-1924331 and the correct code per line item as invoices. These codes will be provided to Entel by TeleCorp.

D. Payment Disputes

If TeleCorp disputes the amount of expenses or fees claimed by Entel, TeleCorp shall notify Entel in writing, in the manner set forth in Section V.C.1.a, prior to making such payment, and shall pay when due all amounts not in dispute. If the disputed matter cannot be resolved informally between the parties, either TeleCorp or Entel may request arbitration pursuant to Section X of the Agreement.

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E. Liabilities

Entel shall remain solely responsible for all matters relating to compensation, unemployment, disability insurance, social security, withholding, and all other federal, state, and local laws, rules and regulations governing such matters.

F. Applicability of Section

Payment shall be due Entel from TeleCorp under the provisions of this Section with respect to all Services performed by Entel for TeleCorp.

G. Interest

All fees and reimbursable expenses due under this Agreement which shall remain unpaid for a period of greater than [\*\*\*] shall bear interest at the greater of the rate of [\*\*\*]% per month or the maximum permitted by law unless such amount is under dispute pursuant to Paragraph IV. D above.

V. TERM AND TERMINATION

A. Term

The Agreement shall have an initial term of [\*\*\*] commencing on the Effective Date. The Agreement shall renew automatically for consecutive additional [\*\*\*] unless it is sooner terminated pursuant to the remainder of this Section V.

B. Termination Without Cause

Termination Without Cause.

TeleCorp may terminate this Agreement or the provision of any Service by Entel hereunder upon [\*\*\*] prior written notice for any reason or no reason, provided, however, that upon finalization of the Performance Schedule, defined below, such [\*\*\*] period shall be changed to [\*\*\*]. For purposes of this Section B, Performance Schedule shall mean a detailed schedule of mutually agreeable performance standards customary in the industry to be agreed upon by the parties within [\*\*\*] after the Closing (the "Performance Schedule").

Upon any termination hereunder, Entel shall be entitled to any amounts owed hereunder whether such amounts were incurred prior to or after the Closing; provided that such amounts have TeleCorp's prior approval.

C. Termination for Cause

1. Termination for Cause.

Either party shall have the right to terminate the provision of any Service to be provided pursuant to this Agreement, for cause, if the other party has

\* Confidential Treatment Requested

materially failed to perform its obligations with respect to that Service, and (i) written notice of such failure has been provided to the breaching party in a form reasonably calculated to allow the breaching party to (a) acknowledge the failure and cure same or (b) dispute the failure, and (ii) the breaching party has failed to dispute or to cure the failure within [\*\*\*] of receiving such notice.

2. Termination Notice.

If either party intends to terminate any Service it shall do so, subject to this Agreement, by sending a written notice by facsimile and confirmed by reputable overnight carrier able to provide proof of delivery, specifying which Service it intends to terminate and for what cause. A notice of termination duly sent shall be effective upon sending by overnight courier.

3. Upon any termination of this Agreement, Entel shall use its best efforts to assign any subcontracts relating to the Services to TeleCorp.

VI. INSURANCE

A. Entel's Required Insurance

Entel shall maintain in effect, without interruption, on an annual basis, during the term of this Agreement, the following insurance policies:

1. Commercial General Liability (Bodily Injury and Property Damage). Insurance coverage with endorsement evidencing coverage for contractual liability. The limits of this insurance shall not be less than:
  - a. Each Occurrence Limit \$1,000,000
  - b. General Aggregate Limit \$2,000,000
2. Comprehensive Automobile Liability insurance covering the ownership, operation and maintenance of allowed, non-owed, and hired motor vehicles, in limits not less than \$1,000,000 for bodily injury and property damage per occurrence.
3. Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than \$1,000,00 for each accident.
4. Professional Liability (errors and omissions) insurance of not less than \$1,000,000 for each occurrence) with endorsement evidencing coverage for contractual liability.
5. All foregoing insurance shall provide for an effective date no later than the Effective Date of this Agreement. Entel agrees to maintain such coverage in effect without interruption on an annual basis for so long as this

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Agreement is in effect. TeleCorp shall be included as an additional insured on Entel's Commercial General Liability insurance. Entel agrees to obtain such insurance from nationally recognized carriers at commercially reasonable rates. Entel's obligations under this Agreement, including its indemnification obligations under Section XI A., will not be affected by Entel's obtaining or failure to obtain any insurance coverage required under Us Section VI.

6. Entel shall provide TeleCorp with Certificates of Insurance from its insurance agent or broker or insurance company evidencing the above coverage and limits.
7. All insurance policies required to be maintained hereunder shall be issued by companies that hold a current rating of not less than a B+V111, according to Best Key Rating Guide, unless this requirement is expressly waived in writing by the other party.

## VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

### A. Mutual Representations, Warranties and Covenants

Each party represents and warrants to the other party, which representations and warranties shall continue for the term of the Agreement and the consummation of the transactions herein contemplated, that:

1. it has full power and authority to execute and perform under the Agreement;
2. the execution, delivery and performance of the Agreement have been duly authorized by all necessary action on the part of such party and the Agreement is binding and enforceable against such party in accordance with its terms;

The parties covenant and agree to use their best efforts to cooperate with each other in the performance of their respective obligations under the Agreement, and to take no action that will interfere with the performance by the other party of such obligations.

### B. Entel's Representations, Warranties, and Covenants

1. Entel is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and that, as of the Effective Date, it is qualified to do business in and is in good standing under the laws of the following states: Virginia, Louisiana, Texas, Missouri, Illinois, Arkansas, Indiana, Kentucky, Tennessee, Maine, Massachusetts, and New Hampshire.
2. Entel warrants it shall perform the Services in accordance with the current standards of care and diligence normally practiced by recognized firms in performing services of a similar nature. [\*\*\*].

\* Confidential Treatment Requested

[\*\*\*].

3. Entel shall comply with all local, municipal, state, federal, and governmental laws, orders, codes, and regulations applicable to Entel's provision of Services. Entel has all necessary licenses to perform the Services and shall provide copies of same to TeleCorp.
  4. The rates and fees charged for each Service hereunder by Entel are, and during the term of this Agreement will be, no less favorable than the terms offered by Entel to any other existing or future customer of Entel for services comparable in nature and scope to those provided by Entel hereunder and taking into account appropriate adjustments for volume discounts. Entel shall conduct an annual internal audit of its agreements to confirm compliance with this covenant and the Chief Financial Officer of Entel shall certify such compliance in writing to TeleCorp on each anniversary of this Agreement. TeleCorp shall be entitled to secure a third-party audit of Entel in the event that TeleCorp reasonably believes that Entel has failed to comply with this provision. If at any time during the term of this Agreement, Entel provides more favorable rates, or fees to another customer, such terms hereunder shall be automatically retroactively amended to conform to such other rates or fees and Entel shall promptly refund any excess payment.
- C. Telecorp's Representations, Warranties and Covenants
1. TeleCorp represents and warrants that all information which it shall provide to Entel in connection with Entel's performance of Service hereunder shall be true and complete in all material respects.
  2. TeleCorp covenants that, in a timely fashion, it shall provide all information which Entel reasonably requests, not otherwise freely available to Entel, deemed necessary or desirable by Entel in the course of its provision of the Services, including, but not limited to, information to be supplied in connection with the zoning, permitting or construction process.
  3. TeleCorp is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

#### VIII. CONFIDENTIAL INFORMATION

##### A. Use of Confidential Information

In order to permit the parties to perform their respective obligations under this Agreement, each party may, from time to time, disclose to the other confidential or

proprietary information ("Confidential Information"). Each party shall use all Confidential Information solely for the purpose of performing its obligations under this Agreement. Neither party shall disclose to any other person, other than employees or agents of the party who agree, in writing, to be bound by an equivalent undertaking, any Confidential Information. Entel agrees not to disclose any of TeleCorp's Confidential Information or any information pertaining to the Sites to a competitor of TeleCorp.

#### B. Exceptions

The aforementioned restrictions shall apply to all Confidential Information with the exception of the following:

1. Confidential Information which is made public -by either party or which otherwise is or hereafter becomes part of the public domain through no wrongful act, fault, or negligence on the part of the other party;
2. Confidential Information which a party can reasonably demonstrate is already in such party's possession and not subject to an existing agreement of confidentiality;
3. Confidential Information which is received from a third party without restriction and without breach of an agreement with TeleCorp or Entel;
4. Confidential Information which is independently developed by a party as evidenced by its records; or
5. Confidential Information which either party is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof; provided that, to the extent that it may lawfully do so, the disclosing party shall provide the affected party with immediate written notice of the nature of the required disclosure and shall, where appropriate, provide that party with the opportunity to interpose an objection or obtain a protective order restricting the use and disclosure of the Confidential Information.

#### IX. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

##### A. Ownership of Work Product

Entel shall promptly disclose to TeleCorp all written work product generated in the course of performing Site Development Services and all facts respecting such work product (the "Work Product"). Entel hereby assigns to TeleCorp all of Entel's right title and interest in Work Product, including without limitation all engineering or architectural drawings and specifications developed by Entel in connection with the Site Development Services and all intellectual property rights embodied therein. In addition, all inventions, discoveries, and other intellectual properties, whether or not patentable, that are conceived or reduced to practice by Entel in connection with the Site Development Services, are the sole property of TeleCorp, and Entel hereby fully and forever assigns same to TeleCorp.

\*Confidential Treatment Requested

Whenever requested, Entel shall execute a confirmatory assignment of particular items of Work Product and such other intellectual property rights, and it shall perform all acts reasonably necessary or appropriate to enable TeleCorp to obtain and enforce legal protections relating thereto in all countries. TeleCorp shall reimburse Entel's reasonable out-of-pocket expenses in connection therewith. The Work Product shall be the confidential and proprietary information of TeleCorp and shall be included within the definition of Confidential Information set forth in Section VIII above.

In addition, all materials that Entel develops and delivers to TeleCorp pursuant to this Agreement shall become the sole and exclusive property of TeleCorp without limitation. Entel agrees to execute all documents and to take all steps that TeleCorp deems necessary or desirable to protect TeleCorp's ownership and property rights of these materials.

No Implied Rights or Licenses. Except as provided elsewhere in this Agreement, no rights or licenses to the Work Product or TeleCorp's Confidential Information or to trademarks, inventions, copyrights, or patents embodied therein are implied or granted under this Agreement.

B. Owner's Right to Complete Work

If Entel defaults or neglects to carry out any of its obligations, or takes any action, or omits to do anything which endangers safety or proper construction, or risks damage or injury to persons or property and fail within a [\*\*\*] period after receipt of reasonable detailed written notice from TeleCorp not to commence and continue correction of such default or neglect with diligence and promptness, TeleCorp may correct all such work, omissions, or deficiencies, and TeleCorp shall be entitled to recover costs and expenses, including attorneys' fees, pertaining thereto from Entel.

X. DISPUTE RESOLUTION

A. Arbitration Procedure

If the parties in this Agreement are unable to resolve any dispute arising out of or relating to this Agreement, either party may refer such dispute for resolution by final and binding arbitration. The party submitting a dispute to arbitration shall give notice thereof to each other party to such dispute and to the President of the American Arbitration Association, who shall select an arbitrator (the "Arbitrator") who (i) has expertise and at least five years' experience in matters directly involved with the type of services to be performed under this Agreement in the Arlington, Virginia area, (ii) certifies to all parties that he/she is independent of the parties to the dispute and will be able to render an impartial decision, and (iii) agrees to proceed in accordance with the applicable provisions of this Section X.

The Arbitrator shall hold one or more hearings to begin within fifteen (15) days of his/her selection, shall furnish a written decision within forty-five (45) days of his/her selection, and shall provide an opinion demonstrating the basis for such decision. The

Arbitrator may also attempt to mediate the dispute between parties if requested to do so by both of the parties.

The parties hereto agree to exchange promptly any and all relevant documentation as the Arbitrator may order. All arbitration proceedings hereunder shall be conducted in private, and each party hereby agrees to maintain the confidentiality of the enforcement of the award. All arbitration hearings or mediation sessions are to be held in the Washington, DC metropolitan area unless otherwise agreed by the parties, and arbitration hearings need not be conducted in accordance with formal rules of evidence.

The Arbitrator may determine the procedure for hearings which may, but need not, include (a) direct testimony of witnesses; (b) cross-examination of witnesses; (c) submission of sworn statement or affidavits; (d) consideration of relevant documents; and (e) consideration of other matters which the Arbitrator considers to be helpful in making his/her decision.

#### B. Cost of Arbitration

The Arbitrator's fees and other expenses associated with arbitration shall be borne equally by the parties, unless the Arbitrator finds that the position of one party is frivolous or unreasonable, in which case, the Arbitrator may require the offending party to pay all fees and expenses (or some disproportionate amount) associated with the arbitration.

#### C. Continued Performance

At all times during the course of arbitration proceedings, the parties shall continue in good faith to perform their respective obligations under this Agreement, to the extent such obligations are not in dispute. If a disputed issue is impeding continued performance by either party, the Arbitrator may adopt an expedited schedule upon request of either party. Notwithstanding the foregoing, should Entel not be paid in timely fashion for any Service not disputed and not subject to arbitration proceedings, Entel may suspend its performance of such Service.

#### D. Award Enforcement

The arbitrator may award monetary damages and/or make a binding order, and the parties hereby agree that an award of the Arbitrator hereunder may be enforced by either party in the United state District Court for the Eastern District of Virginia (Alexandria Division).

### XI MISCELLANEOUS

#### A. Indemnification

1. TeleCorp shall indemnify and hold harmless Entel, its affiliates, directors., officers, shareholders, agents, and employees thereof from and against any fine, penalty, loss, cost, damage, injury,

claim, expense (including reasonable professional fees and costs and all reasonable fees and costs associated with enforcing this indemnification), or liability incurred by Entel as the result of any act, error, omission, non-performance by negligence, or wrongful act of TeleCorp arising directly out of the performance of this Agreement, including any election by TeleCorp to pursue certain rights under this Agreement.

2. Entel shall indemnify and hold harmless the party and its affiliates, and the directors, officers, shareholders, agents, and employees thereof (collectively "Indemnities") from and against any fine, penalty, loss, cost, damage, injury, claim, expense (including reasonable professional fees and costs and all reasonable fees and costs associated with enforcing this indemnification), or liability arising out of or in connection with the performance of the Services, or any breach of this Agreement (individually and collectively "Liabilities") including, but not limited to, liabilities as a result of:
  - a. injury to or death of any person;
  - b. damage to, loss, or destruction of any property;
  - c. infringement of a patent, copyright, trademark, service mark, trade name, trade dress, trade secret, or other intellectual property right proprietary right of a third party;
  - d. the presence of any hazardous materials or substances, oils, asbestos, environmental pollution, or other substances regulated by any environmental law placed at any TeleCorp facility by Entel, its affiliates, or subcontractors, or which were released into any TeleCorp facility through the negligence or willful misconduct of Entel, its affiliates, or subcontractors; or
  - e. any liability arising from Entel's failure to pay Entel's vendors or suppliers all sums properly due such parties.

2. Upon request of TeleCorp, Entel shall, at its expense, defend any claim, proceeding, appellate proceeding, or suit for Liabilities, whether or not litigation is actually commenced or the allegations are groundless or contain language that creates the potential for Liabilities against Indemnities. Entel shall also (i) keep TeleCorp and any other Indemnities subject to liabilities fully informed of the progress of such defendants of any settlement discussions, and (ii) afford TeleCorp or any Indemnities, each at its own expense, an opportunity to participate on an equal basis with Entel in the defense or settlement of any such Liabilities. No settlement shall be agreed to without the prior written consent of TeleCorp, which shall not be unreasonably withheld or delayed.



B. Assignment

Assignment to Third Parties. TeleCorp may freely assign its rights and obligations hereunder. Except for a transfer to Wireless Facilities, Inc., or its affiliate, or 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 TeleCorp, such consent not to be unreasonably withheld. Any purported assignment in violation of this Section shall be void.

C. Third Party Guarantees and Warranties

If any of the Site Acquisition of Construction Management Services requires the purchase of equipment or materials or the procurement of services, Entel shall, for the protection of TeleCorp, demand from all vendors and subcontractors commercially reasonable guarantees and Warranties with respect to such equipment, materials, and services, which shall be made available to TeleCorp to the full extent of the terms thereof. Entel's liability with respect to such equipment and materials obtained from vendors or services from subcontractors shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to TeleCorp as part of the Site Development Services for the purpose of enforcing the same. Entel shall not purchase equipment or materials or procure services without advance written approval from TeleCorp of such purchases or procurements.

D. Permits

Entel shall (without additional compensation) keep current all governmental permits (other than Building Permits), certificates, and licenses (including professional licenses) required by law to be in Entel's name necessary to perform the Services.

E. Publicity

Entel shall not make news releases or issue other advertising pertaining to the Services or this Agreement without prior written approval of TeleCorp.

F. Notices

All notices or other communications hereunder shall be in writing and shall be deemed to have been duly delivered and effective upon receipt if personally delivered, or on mailing if mailed by prepaid overnight express service, addressed to the following (or other addresses as the parties hereto may designate):

If to TeleCorp, to:

TeleCorp Holding Corporation, Inc.  
TeleCorp Holding Corporation, Inc.  
1110 North Glebe Road  
Suite 300  
Arlington, Virginia 22201  
Attn: [\*\*\*]

If to Entel, to:

Entel Technologies, Inc.  
1110 North Glebe Road  
Suite 850  
Arlington, Virginia 22201  
Attn: [\*\*\*]

\* Confidential Treatment Requested

G. Binding Effect

The Agreement shall be binding upon and enforceable by, and inure to the benefit of, successors, assigns, and transferees of the parties.

H. Further Assurances

The parties shall execute and deliver such further instruments and perform such further acts as may reasonably be required to carry out the intent and purposes of this Agreement.

I. Choice of Law

The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding the conflict of law provisions thereof.

J. Waiver

The failure of either party to insist upon strict performance of any obligation hereunder ' irrespective of the length of time for which such failure continue, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

K. Severability

In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

L. Headings

All section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the text of this Agreement.

M. Pronouns

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the context may require.

N. Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

0. Modification; Amendment; Additional Services

This Agreement may be amended only by a written instrument executed by an officer or authorized representative of each of the parties. In the event that the parties, at any time, desire Entel to provide services other than the types of those 'provided for in this Agreement, then, at such time, the parties shall execute an amendment to Sections III and IV of this Agreement, describing such services and the payment to be made therefor in a manner substantially similar to the manner in which Services and payment for Services are presently described therein. In the event that the parties, so amend this Agreement, the agreement, as amended, shall continue in full force and effect thereafter.'

P. Construction of Agreement

This Agreement shall be interpreted according to its plain meaning and shall not be strictly construed against either party.

Q. Force Majeure

If the performance of any part of this Agreement, except for payment obligations, by either party is delayed, rendered impossible by reason of natural disaster, acts of god, actions or decrees of governmental bodies, power or equipment failures, strike or labor unrest, or any other causes beyond the control of the party whose performance is affected (hereinafter referred to as "Force Majeure Event"), the party who has been so affected shall immediately give written notice to the other party of the nature of any such conditions and the extent of delay and shall do everything possible to resume performance hereunder whenever such Force Majeure Event is removed or ceases. Upon receipt of such notice, performance of this Agreement, except for payment obligations, to the extent prevented by Force Majeure Event shall immediately be suspended.

R. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed, and shall supersede any and all prior negotiations, undertakings, and agreements with respect hereto.

[This space intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

TELECORP HOLDING  
CORP., INC.

ENTEL TECHNOLOGIES, INC.

By: /S/ Gerald Vento

By: /S/ John T. Vento

Its: C.E.O

Its: President

New Orleans	11/21/97	BRG148	Ramah
New Orleans	10/20/97	BRG149	United Co. #2

Schedule A  
Assignment of  
Search Rings

Market	Date Issued	Search Ring Number	Site Name
New Orleans	11/21/97	BRG150	Villa Ashley
New Orleans	11/21/97	BRG151	Entergy
New Orleans	11/21/97	BRG153	S.Rosedale
New Orleans	11/21/97	BRG154	Roadway Express
New Orleans	11/21/97	BRG155	Sonic
New Orleans	12/1/97	BRG157	Brooks Auto Sales
New Orleans	11/21/97	BRG158	Fruit of the Spirit Ministries
New Orleans	12/1/97	BRG181	Super K Mart
New Orleans	12/1/97	BRG205	South Corner View
New Orleans	12/1/97	BRG206	Mall of Louisiana
New Orleans	10/20/97	HMA051	Texaco Bridge Line Tower
New Orleans	10/20/97	HMA052	Houma WT
New Orleans	10/20/97	HMA053	Crown Point
New Orleans	10/20/97	HMA120	Point la Hache
New Orleans	10/20/97	HMA121	Belle Chasse/Bay
New Orleans	10/20/97	HMA122	Irnton
New Orleans	10/20/97	HMA127	Bouirgh
New Orleans	10/20/97	HMA128	Amer.Tower
New Orleans	11/21/97	HMA186	W. St. Charles Baptist Church
New Orleans	11/21/97	LAF082	Lafayette Hilton & Towers
New Orleans	11/21/97	LAF083	Texaco, Inc.
New Orleans	11/21/97	LAF085	Bradmoor Park
New Orleans	11/21/97	LAF086	Landmark Building & Tower
New Orleans	11/21/97	LAF087	Bank One
New Orleans	11/21/97	LAF088	Cadillac & Buick
New Orleans	11/21/97	LAF089	Centennial Wireless
New Orleans	11/21/97	LAF090	Univ. Medical Center
New Orleans	11/21/97	LAF091	Lafayette Govt., W.T.
New Orleans	11/21/97	LAF163	Butcher Switch
New Orleans	11/21/97	LAF164	Exit 121
New Orleans	11/21/97	LAF165	Exit 109
New Orleans	11/21/97	LAF169	Exit 115 Tri Towers
New Orleans	11/21/97	LAF172	Advanced Products & Systems
New Orleans	11/21/97	LAF173	Honda of Lafayette
New Orleans	11/21/97	LAF174	Dullas
New Orleans	10/20/97	NOR001	ICRR
New Orleans	10/20/97	NOR002	Jefferson Downs
New Orleans	10/20/97	NOR003	Airport Hilton
New Orleans	10/20/97	NOR004	Kenner Regional
New Orleans	10/20/97	NOR005	Shrewsbury & Clairborne
New Orleans	10/20/97	NOR006	Ochsner Found. Hospital
New Orleans	10/20/97	NOR007	Napoleon Medical Building
New Orleans	11/24/97	NOR008	Loyola University
New Orleans	12/1/97	NOR009	Fountainbleu Storage
New Orleans	12/1/978	NOR010	Pallas Suite Hotel
New Orleans	10/20/97	NOR011	Fairgrounds - Belfort

Schedule B

Addenda for Sites Outside Assigned Search Rings

Schedule C

Major Trading Areas

MTA Number  
-----  
[\*\*\*]

MTA Name  
-----  
[\*\*\*]

Basic Trading Areas

BTA Number  
[\*\*\*]

BTA NAME  
[\*\*\*]

\*Confidential Treatment Requested

Schedule D

Request for Engineering Services

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Schedule E

Responsibility Matrix

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Exhibit F

In addition to those duties and services Entel required under the Agreement, Entel shall be responsible for performance and the following:

RF ENGINEERING SUPPORT

- - - - -

1. Identify, qualify and secure real estate for radio base station sites.
2. Perform field site visits in conjunction with RF Engineers to specify antenna mounting locations and antenna downtilts.
3. Review base station construction drawings.
4. Spectrum clearing.

BASE STATION SITE CONSTRUCTION

- - - - -

1. Management of Architectural/Engineering design for site.
2. Use layout drawings to prepare Bill of Material. Furnish Bill of Material to Owner.
3. Ensure that ground provided to minicell meets National Electrical Code Article 250.
4. Preparation of tender documents for site construction bids.
5. Application for building permits
6. Evaluation of construction bids.
7. Negotiations with bidders.
8. Placing orders to contractors.
9. Furnish estimated "site ready for installation" date to vendor.
10. Surveyor verification of initial antenna orientations.
11. Check of site ready for installation.
12. Develop punch list of outstanding civil issues.
13. Supervision of site construction.

REVISED AND RESTATED FIRST AMENDMENT  
TO THE  
MASTER SERVICES AGREEMENT  
BETWEEN  
TELECORP COMMUNICATIONS, INC.  
AND  
ENTEL TECHNOLOGIES, INC.

THIS REVISED AND RESTATED FIRST AMENDMENT to the Master Services Agreement dated February 27, 1998, (the "Original Agreement") between TeleCorp Communications, Inc. ("TeleCorp") and Entel Technologies, Inc., the legal predecessor of Wireless Facilities, Inc. and its subsidiary, Wireless Facilities, Inc./Entel ("WFI") is entered into and made effective as of the 21 day of May, 1999 (the "Effective Date").

WHEREAS, TeleCorp Holding Corp., Inc. and WFI (collectively referred to hereinafter as the Parties) entered into the Original Agreement pursuant to which WFI would provide TeleCorp Holding Corp., Inc., with various types of services related to TeleCorp's planned PCS system; and

WHEREAS, pursuant to Section XI.B of the Original Agreement, TeleCorp Holding Corp., Inc. assigned the Original Agreement to TeleCorp Communications, Inc. as of July 17, 1998; and

WHEREAS, TeleCorp wishes to extend its engagement of WFI to perform certain Fixed Network Engineering Consulting Services for TeleCorp's development of its PCS system in its several markets; and

WHEREAS, TeleCorp wishes to engage WFI to perform Fixed Network Engineering Services crucial to the development of TeleCorp's planned PCS system in the [\*\*\*] Major Trading Area (the "[\*\*\*] MTA"); and

WHEREAS, the Parties wish to amend the Original Agreement to include the scope of work and pricing for Fixed Network Engineering Services in the [\*\*\*] MTA; and

WHEREAS, the Parties wish to amend the Original Agreement with respect to its termination, withdrawal and compensation provisions; and

WHEREAS, TeleCorp wishes to engage WFI to perform certain Site Development Services in the [\*\*\*] MTA; and

WHEREAS, the Parties wish to amend the Original Agreement to include the scope of work and pricing for Site Development Services in the [\*\*\*] MTA; and

WHEREAS, the Parties wish to amend the Original Agreement to indicate WFI's right of first refusal to perform any Services for TeleCorp's System in its present Service Areas or service areas in which TeleCorp builds a System in the future.

NOW THEREFORE, the Parties agree as follows:

1. Schedule C to the Original Agreement is hereby deleted and replaced

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with the Schedule C attached hereto.  
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2. TeleCorp hereby extends the engagement of WFI, through its employee Charlie Zachry, to perform certain Network Engineering tasks as outlined in Work Order 1 for Engineering Services, dated January 29, 1998 and incorporated into the Original Agreement. Work Order 1 is hereby replaced with a new Schedule G,  
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which is attached hereto and made a part of the Original Agreement.

3. As contemplated by the Parties in Section III E. of the Original Agreement, TeleCorp hereby engages WFI to perform Fixed Network Engineering Services in the [\*\*\*] MTA, pursuant to Schedule D, which is attached to  
-----  
this First Amendment and hereby attached to and made a part of the Original Agreement.

4. (i) Section IV. B. 1. b. of the Original Agreement is amended in its entirety to state as follows:

b. Per Site fees for Program Management Services. In consideration for performance of the Program Management Services, TeleCorp shall pay Entel [\*\*\*] per Site, [\*\*\*].

(ii) Section IV. B. 1. d. of the Original Agreement is amended in its entirety to state as follows:

d. Withdrawal.

In the event TeleCorp elects to withdraw a Site assigned to Entel, TeleCorp shall give Entel notice of such withdrawal, and shall pay Entel [\*\*\*]% of the milestone installment that would be due if the work currently in progress was completed and [\*\*\*]% of all other amounts due hereunder for work completed on the Site as of the date of TeleCorp's withdrawal notice.

(iii) Section IV. B. 2. b. of the Original Agreement is amended in its entirety to state as follows:

b. Withdrawal.

In the event TeleCorp elects to withdraw a CMS Site, TeleCorp shall give Entel notice of such withdrawal, and shall pay Entel [\*\*\*]% of the milestone installment that would be due if the work currently in progress was completed and [\*\*\*]% of all other work completed on the withdrawn CMS Site as of the date of TeleCorp's withdrawal notice.

(iv) Section V.B. of the Original Agreement is amended in its entirety as follows:

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b. Termination Without Cause

TeleCorp may terminate this Agreement or the provision of any Service by Entel hereunder upon [\*\*\*] days prior written notice for any reason or no reason.

5. TeleCorp hereby engages WFI to perform Site Development Services in the [\*\*\*] MTA, pursuant to the terms of the Original Agreement as supplemented by those terms that are set forth in Schedule H attached hereto. Schedule H is -----  
-----  
hereby attached to and made a part of the Original Agreement.

6. The Original Agreement is hereby amended to insert the following paragraph as Section VII. C. 4:

During the term of this Agreement, but subject to early termination in accordance with the terms of this Agreement, TeleCorp shall not purchase the services provided by WFI hereunder (the "Services") on a market to market basis, for any sites other than those Phase 2 sites identified on Schedule I attached, without first complying  
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with the following terms and procedures: In the event that TeleCorp wishes to purchase Services, TeleCorp shall provide a written notice (the "TeleCorp Initiating Notice") to WFI stating the general nature of the Services to be purchased and the geographic area or location in or at which such activities shall take place. WFI shall have [\*\*\*] after receipt of the TeleCorp Initiating Notice to provide a written notice (the "WFI Responsive Notice") to TeleCorp as to whether or not WFI wishes to enter into exclusive negotiations with TeleCorp to provide such Services in the geographic area or location set forth in the TeleCorp Initiating Notice. If WFI provides the WFI Responsive Notice within such [\*\*\*] time frame, the Parties shall promptly enter into exclusive negotiations to attempt to enter into an agreement for TeleCorp's procurement of such Services in such geographic area or location, such negotiations to extend for no more than [\*\*\*] after the WFI Responsive Notice. In the event that either WFI sends no WFI Responsive Notice within the above time frame or the Parties are unable to reach agreement during the period of exclusive negotiations, then TeleCorp shall be free to procure such Services from a third party in the geographic area or location listed in the TeleCorp Initiating Notice without any restrictions or limitations under this Agreement whatsoever. Nothing in this Section shall be deemed to obligate either Party to enter into an agreement for purchase of the Services during the exclusive negotiation period, which either Party may or may not elect to do in its sole discretion.

[\*\*\*]

7. The Parties' notice addresses set forth in Section XI F. of the Original Agreement are hereby replaced as follows:

If to TeleCorp, to:  
TeleCorp Communications, Inc.  
1010 North Glebe Road  
Suite 800  
Arlington, VA 22201  
Attn: [\*\*\*]

If to WFI, to:  
Wireless Facilities, Inc.  
9805 Scranton Road  
Suite 100  
San Diego, CA 92121  
Attn: [\*\*\*]

8. This Revised and Restated First Amendment amplifies and modifies where specifically provided herein, but does not replace the Original Agreement. All capitalized terms not defined in this Revised and Restated First Amendment shall have the meanings assigned to them in the Original Agreement. Except as otherwise specifically provided in this Revised and Restated First Amendment, all of the terms and conditions of the Original Agreement shall remain unchanged and in full force and effect. This Revised and Restated First Amendment supersedes and replaces in its entirety the First Amendment executed by the Parties and dated May 7, 1999, which First Amendment shall be void and of no effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date first written above.

TELECORP COMMUNICATIONS, INC.

WIRELESS FACILITIES, INC.

By: /s/ Thomas H. Sullivan

By: /s/ Masood Tayebi

Name: Thomas H. Sullivan

Name: Masood Tayebi

Title: President

Title: President

SCHEDULE C  
-----  
TO THE  
MASTER SERVICES AGREEMENT  
BETWEEN  
TELECORP COMMUNICATIONS, INC.  
AND  
ENTEL TECHNOLOGIES, INC.

Major Trading Areas  
-----

MTA NUMBER -----	MTA Name -----
[***]	[***]

Basic Trading Areas  
-----

BTA Number -----	BTA Name -----
[***]	[***]

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SCHEDULE D  
-----  
TO THE  
MASTER SERVICES AGREEMENT  
BETWEEN  
TELECORP COMMUNICATIONS, INC.  
AND  
ENTEL TECHNOLOGIES, INC.

Scope of Work  
-----

WFI will perform a complete turnkey design, engineering, equipment selection and procurement, and project management of installation and testing of a wireless microwave backhaul network in Puerto Rico in support of TeleCorp's PCS network deployment in this market. Specifically, WFI will perform the following tasks:

Transmission Engineering  
-----

- . Conduct preliminary wireless backhaul system design
- . Perform path profile using 3-second data and topographic maps
- . Conduct field path surveys
- . Conduct site surveys
- . Optimize preliminary wireless backhaul system design
- . Conduct frequency coordination and prepare and submit FCC license applications

Equipment Procurement  
-----

- . Provide material procurement and management
- . Prepare equipment list specifications
- . Prepare equipment proposal for microwave radios and antenna systems
- . Evaluate vendor's proposal and select vendors
- . Prepare material list
- . Procure all equipment and manage inventory

Installation, Testing and Commissioning  
-----

- . Conduct construction feasibility assessments
- . Coordinate and prepare third-party service agreements
- . Select qualified subcontractor
- . Provide zoning and Building permit support



- . Conduct pre-construction meeting

SCHEDULE D  
-----

- . Provide on-site construction management for installation, testing, and commissioning of the microwave backhaul system
- . Provide site documentation and records management
- . Conduct site inspections
- . Provide system as-built drawings
- . Prepare and submit site completion package
- . Coordinate microwave radio training

Project Management  
-----

- . Create project implementation strategies
- . Establish project goals including project costs and schedules
- . Schedule, track, and report project progress
- . Obtain local vendor pricing for equipment and installation services
- . Monitor budget and costs

Project Schedule  
-----

WFI will work with Lucent and TeleCorp to develop the installation schedule and will provide such schedule to TeleCorp on a periodic basis (weekly) and/or as requested.

Project Staffing  
-----

The project team will be located at TeleCorp's office facilities in San Juan, Puerto Rico for the duration of the project. The project manager will be responsible for project tracking, reporting, cost control, and overall implementation of the network. The project manager will also be the designated point of contact with TeleCorp project manager. Engineering staff will be responsible for transmission engineering, equipment procurement and frequency planning/ coordination, licensing, and equipment installation and testing procedures. Construction supervisors will be responsible to oversee material management, equipment inventory, installation, alignment and testing of the network.

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

WFI's service fees for the tasks detailed in the scope of work will be [\*\*\*] per path. This fee includes [\*\*\*]. The fee also includes [\*\*\*]. The fixed fee does not include [\*\*\*].

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SCHEDULE D

-----

Payment Schedule

- -----

TeleCorp shall pay to WFI the following fee for each path to be paid in [\*\*\*] payments, as follows:

[\*\*\*].

WFI may invoice TeleCorp monthly for any outstanding third party invoices received by WFI after path completion. All payments are due within thirty (30) days of receipt by TeleCorp.

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SCHEDULE G  
-----  
TO THE  
MASTER SERVICES AGREEMENT  
BETWEEN  
TELECORP COMMUNICATIONS, INC.  
AND  
ENTEL TECHNOLOGIES, INC.

Fixed Network Engineering Consulting Services  
-----

Scope of Work  
-----

WFI shall provide Fixed Network Engineering Consulting Services as directed by TeleCorp, which services shall be in the nature of Carrier Relations Services, Coordination of Dual Entrance Facilities, Interconnection Design Support, Circuit Order and Tracking Process Support and General Market Support.

Pricing  
-----

TeleCorp shall pay WFI [\*\*\*] per day for Fixed Network Engineering Consulting Services (the "Service Fee"). [\*\*\*] In addition to the Service Fee, TeleCorp shall reimburse WFI for [\*\*\*]. Such expenses shall be passed through to TeleCorp with a [\*\*\*]% administrative fee.

Payment Schedule  
-----

WFI shall invoice TeleCorp monthly for Fixed Network Engineering Consulting Services performed the previous month. All payments are due within thirty (30) days of receipt of WFI's invoice.

Duration  
-----

WFI shall perform Fixed Network Engineering Consulting Services as directed by TeleCorp for a period of [\*\*\*] from the Effective Date of the First Amendment to the Master Services Agreement.

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SCHEDULE H  
 -----  
 TO THE  
 MASTER SERVICES AGREEMENT  
 BETWEEN  
 TELECORP COMMUNICATIONS, INC.  
 AND  
 ENTEL TECHNOLOGIES, INC.

Site Development Services for the [\*\*\*] MTA  
 -----

Scope of Work  
 -----

WFI shall perform Site Development Services for TeleCorp in the [\*\*\*] MTA, for Search Rings issued to WFI by TeleCorp. Site Development Services include all of the site acquisition, construction management and program management services listed in the Master Services Agreement in Sections III A., B. and C.

Pricing and Payment Schedule  
 -----

TeleCorp shall pay WFI a fixed fee per site of \$[\*\*\*], except as provided below. WFI shall invoice TeleCorp monthly for each portion of the per site fee as indicated below, upon completion of each of the following milestones:

Milestone	Milestone Fee per Site
[***]	\$ [***]
[***]	\$ [***] *
[***]	\$ [***]
[***]	\$ [***]
[***]	\$ [***]
<b>Total</b>	<b>\$ [***]</b>

\* [\*\*\*].

[\*\*\*]

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Duration

- - - - -

WFI shall commence performing Site Development Services for TeleCorp in the [\*\*\*] MTA on or about February 1, 1999, and shall continue until all sites have been accepted by TeleCorp and at the conclusion of customary wind-up activities.

Page 11 of 11

\* 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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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is entered into as of January 18, 1999 (the "Effective Date") between Nextel Partners Operating Corp., a Delaware corporation ("Client") and Wireless Facilities, Inc., a Delaware corporation ("WFI"). (Client and WFI are each hereinafter referred to individually as a "Party" or collectively as "Parties").

WHEREAS, Client intends to acquire sites and construct facilities in order to develop and operate a telecommunications network system using the iDEN technology (the "Project").

WHEREAS, the Parties have reached an agreement whereby WFI will provide various engineering and site development services to Client in connection with the Project as requested by Client on an hourly or turnkey basis.

WHEREAS, the Parties entered into a Letter of Intent to Provide Engineering, Site Development and Construction Management Services dated September 1, 1998, as extended by the Extension of Letter of Intent to Provide Engineering, Site Development and Construction Management Services dated November 6, 1998 (collectively referred to as the "Letter of Intent").

WHEREAS, under the terms of the Letter of Intent, WFI agreed to provide such various services to Client until the Parties executed this Agreement, which would supersede and replace the Letter of Intent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Description of Services. In accordance with and subject to the terms

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and conditions of this Agreement, WFI hereby agrees to provide Client with the services (the "Services") listed in the executed Work Order(s) on an hourly or turnkey basis as agreed by the Parties.

2. Term of Agreement. The term of this Agreement shall be [\*\*\*] years

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from the Effective Date unless otherwise terminated in accordance with this Agreement (the "Initial Term"). The term of this Agreement will automatically renew for successive terms of one (1) year (each, a "Renewal Term") unless either Party communicates in writing to the other Party, thirty (30) days prior to expiration of the Initial Term or current Renewal Term, its intention not to renew the Agreement.

3. Compensation. Client shall pay WFI for all Services assigned by and

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rendered to Client pursuant to this Agreement and to any and all Work Orders issued hereunder, based upon the pricing set forth in Exhibit I, unless a Work Order specifically sets forth other pricing terms applicable to that particular Work Order ("Service Fees"). Where Services are compensated based upon fixed or milestone-based pricing rather than per-hour pricing, all work performed by WFI at Client's request in addition to the Services specifically set forth in any particular executed Work Order(s) ("Out-of-Scope Services") shall be compensated at the hourly rates agreed upon by the Parties and set forth in Exhibit I.  
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4.

Invoices and Payments.

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(a) Invoicing terms for compensation of Out-of-Scope Services, reimbursable expenses and Materials Management Services (as defined in Section 8 below) are set forth in Exhibit I of this Agreement. Unless a Work Order

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specifies otherwise, WFI may invoice Client monthly for all Service Fees (including those for Out-of-Scope Services), whether billed on a milestone basis or in accordance with WFI's hourly rates, and bi-weekly for any reimbursable expenses (as described in Exhibit I) and Materials Management Services incurred

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in the previous period.

(b) All invoices are due and payable by Client within thirty (30) days of the date of receipt by Client. Client shall review the invoices and notify WFI in writing within thirty (30) days of receipt of the invoice of any objection or question Client may have in connection with the invoice. If any items are disputed, only the disputed items may be withheld from payment. The remaining undisputed portion of the invoice shall be paid in accordance with the terms of this Agreement.

5. Work Orders and Out-of-Scope Authorizations. Client may assign additional

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work to WFI by issuing to WFI, from time to time, a signed Work Order, in substantially the form attached hereto as Exhibit II, or in some other format

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agreed upon by the Parties. WFI shall begin to render Services to Client after WFI has indicated its acceptance of the work by countersigning and returning the Work Order to Client. Each Work Order shall incorporate by reference all of the terms and conditions set forth in this Agreement; however, in the case of conflict between the terms of a Work Order and this Agreement, the terms of the Work Order shall control, but only for the duration of the Services performed under that particular Work Order. WFI may perform Out-of-Scope Services at Client's request. In such event, Client and WFI shall execute an Out-of-Scope Work Authorization, in substantially the form attached as Exhibit III.

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Authorized out-of-scope work will be compensated in accordance with the hourly rates set forth in Exhibit I, unless otherwise agreed by the Parties and

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specified in writing. Client hereby authorizes the officers listed in Exhibit

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IV to sign any Work Orders and Out-of-Scope Work Authorizations issued under

- - -

this Agreement. Client shall promptly notify WFI in writing of any changes to the list of authorized signatories.

6. Taxes. All taxes and similar assessments, levies and government-imposed

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obligations with respect to WFI's income derived from its performance of Services hereunder shall be the obligation of and be paid by WFI. Client shall pay all other applicable taxes.

7. Subcontractors. WFI may, with the consent of Client, which consent will not be unreasonably withheld or delayed, delegate to subcontractors such duties as WFI deems necessary for the successful completion of Services performed for the Project. WFI shall be responsible to Client for the completion of all work by subcontractors. If Client chooses to contract directly with subcontractor for work performed for the Project, then Client shall be responsible for the payment of service fees and expenses of such subcontractors for work performed in connection with the Project. If WFI contracts directly with subcontractors for work performed in connection with the Project, and which work is listed as "CLIENT Provided or Reimbursed" in the Expense Summary section of Exhibit I, then Client shall be invoiced and shall reimburse WFI for the service fees and expenses of subcontractors at cost plus an administrative fee in accordance with the terms of Exhibit I.

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8. Materials Management Services. At Client's request and written

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authorization, WFI shall procure, pay for, receive and store equipment and building materials for use on the Project ("Materials Management Services"). Client shall compensate WFI for Materials Management Services by reimbursing WFI for the cost of such equipment and building materials, together with an administrative fee as set forth in Exhibit I.  
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9. Ownership of Data Products and Software. All data products purchased

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specifically and solely for the Project shall be the property of Client. All licensed software used by WFI in the performance of Services is and shall remain the property of WFI unless purchased by WFI for Client on a pass-through basis, in accordance with the expense reimbursement terms set forth in Exhibit I.  
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10. Resolution of Disputes. For any dispute or claim arising out of or

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relating to this Agreement, or breach thereof, the Parties, prior to filing any claims for binding arbitration (as provided below), shall in good faith first negotiate a written resolution of such dispute or claim for a period not to exceed thirty (30) days from the date of receipt of a Party's request for such negotiation. Executives or managers of each Party who have the authorization to resolve any such dispute or claim shall conduct such negotiations. In the event the Parties cannot negotiate a written resolution to such dispute or claim during the thirty (30) day negotiation period provided hereunder, either Party may submit the matter to binding arbitration in accordance with the terms set forth in Paragraph 11 of this Agreement.

11. Arbitration of Disputes. All claims, whenever brought and whether

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between the Parties or between one of the Parties and the employees, agents or affiliated businesses of the other Party shall be resolved by binding arbitration in accordance with this Paragraph; provided that the Parties have first complied with the procedures of Paragraphs 4, 10 and 17 hereof, as applicable.

(a) A single, mutually agreeable arbitrator engaged in the practice of law and knowledgeable about telecommunications law and engineering practices shall conduct the arbitration in accordance with the then current commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the Seattle, Washington metropolitan area.

(b) All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall state the reasoning by which the arbitrator determined the award. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

(c) Each Party shall pay its own costs and expenses incurred in connection with the arbitration, including legal fees, and each Party shall pay one-half the arbitrator's professional fees.

If either Party files a judicial or administrative action asserting claims subject to arbitration, and the other Party successfully stays such action and/or compels arbitration of such claims, the Party filing the action shall pay the other Party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.



12. Breach and Termination.

(a) Termination Without Cause. Either Party may terminate this Agree

ment without cause - by sending the other party written notification of such termination. Such termination shall take effect [\*\*\*] days after written notice has been received by the non-terminating Party.

(b) Termination for Breach. The non-breaching Party shall provide the

breaching Party [\*\*\*] after receipt of a written termination notice setting forth the nature of the Breach to cure such Breach. The remedy for Breach shall be unavailable until the passage of such cure period. For purposes of this Agreement, Breach shall mean the following:

(i) Breach by Client. Client's failure to timely pay undisputed

invoiced fees and reimbursable expenses in accordance with the procedures set forth in this Agreement. In the event of Client's failure to pay, WFI shall have the right to suspend its further performance of Services for Client until Client has cured such failure.

(ii) Breach by WFI. WFI's failure to timely or completely perform,

in accordance with professional standards obtaining for similarly situated telecommunications outsourcing firms, the Services assigned to WFI pursuant to a fully executed Work Order.

(c) Termination in Event of Default. Either Party may terminate this

Agreement immediately upon written notice to the other Party under any of the following circumstances, each of which shall constitute an Event of Default: (i) the other Party makes an assignment for the benefit of creditors (other than solely as an assignment of moneys due); (ii) the other Party becomes unable to pay its debts as they become due, unless assurance satisfactory to the terminating Party is provided within thirty (30) days of receipt of its notice of termination hereunder; or (iii) the other Party becomes the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless such proceeding is dismissed or withdrawn within forty-five (45) days of the non-defaulting Party's receipt of the defaulting Party's notice of termination hereunder.

(d) Procedure upon Expiration or Termination. Upon the expiration or

termination of this Agreement, WFI shall promptly return to Client, or destroy, as Client may direct, all of Client's property in WFI's possession. If Client issues a notice of termination for any reason, WFI shall be entitled to payment and reimbursement, respectively, for its Services rendered and reasonable expenses incurred in connection with the Project up to the effective date of termination of this Agreement, pursuant to its invoices therefor, provided that,

if the Services are compensated in accordance with a schedule of payment or performance milestones, then Client shall compensate WFI for all post-milestone work performed on a time and materials basis in accordance with the hourly rates and expense payment provisions set forth in Exhibit I. If Client issues a

notice of termination for a reason other than breach of this Agreement, then, in addition to the Service Fees and expense reimbursements received pursuant to the foregoing sentence, WFI shall be entitled to (i) Service Fees at the hourly rates set forth in Exhibit I for actual and necessary work performed and (ii)

reimbursement for any reasonable expenditures (together with the administrative mark-up

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set forth in Exhibit I) incurred in connection with WFI's premature winding up

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of its work and the work of its subcontractors (if any) on the Project after receipt of such notice of termination. Under no circumstances shall WFI be required to reimburse Client for fees or expenses incurred in securing and compensating replacement providers of any of the Services. Each Party shall render to the other such reasonable assistance as may be necessary for the orderly continuation of the other Party's business.

13. Insurance. Commencing on the Effective Date and throughout the term of this Agreement, WFI shall maintain the following insurance policies:

(a) Commercial General Liability with the following minimum limits:

Combined Single Limit           \$1,000,000 per occurrence  
General Aggregate               \$2,000,000 per policy period

(b) Workers Compensation with statutory limits

(c) Employers Liability with the following minimum limits:

Each Accident                   \$1,000,000  
Disease Policy Limit           \$1,000,000  
Disease Each Employee         \$1,000,000

(d) Business Automobile Liability Insurance with the following minimum limits if the performance of this Agreement involves the use of any automobiles:

Combined  
Single Limit                    \$1,000,000  
  
Owned, Hired and Non-Owned Coverage.

14. Year 2000 Compliance. Neither Party shall be liable to the other for

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any failure to perform obligations under this Agreement to the extent that such failure arises from a Year 2000 Problem (a) affecting one of that Party's subcontractors or suppliers, or (b) beyond that Party's reasonable control (such as, without limitation, a Year 2000 Problem affecting a government entity). IN PARTICULAR, A PARTY SHALL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF A YEAR 2000 PROBLEM. A "Year 2000 Problem" means a date-handling problem relating to the Year 2000 date change that would cause a computer system, software or equipment to fail to correctly perform, process and handle date-related data for the dates within and between the twentieth and twenty-first centuries and all other centuries.

15. Independent Contractor. WFI is and shall act as an independent

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contractor in the performance of its obligations under this Agreement. WFI shall exercise full control of and supervision over its employees. WFI's personnel performing Services are agents, employees or subcontractors of WFI and are not employees or agents of Client. Nothing herein shall be deemed to create any other relationship between the Parties, including, without limitation, a partnership, agency, employer-employee or attorney-client relation. WFI shall be solely liable for all matters relating to compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local laws, rules and regulations governing such matters. WFI will honor Client's request for the removal of any particular

employee of WFI from the Project, provided that Client has first submitted a written request to WFI setting forth lawful and reasonable reasons for such request.

16. Solicitation of Employees. WFI and Client agree that, during the term

of this Agreement and for [\*\*\*] thereafter, neither Party shall solicit nor accept for employment any employees of the other Party who have worked on or performed Services in connection with the Project, without first obtaining the express written consent of the other Party.

17. Force Majeure. Neither Party shall be liable for any delay or failure

in performing its obligations hereunder that is due to circumstances beyond such Party's reasonable control, including, but not limited to, acts of God, civil unrest, riots, war, fire, floods, explosions and strikes or other concerted acts of labor (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Party whose performance is affected shall give written notice to the other Party describing the affected performance. The Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact of the condition on both Parties. The Parties agree that the Party whose performance is affected shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Event and recommence the affected performance. In the event that the delay caused by the Force Majeure Event lasts for a period of more than thirty (30) days, the Parties shall negotiate an equitable modification to this Agreement with respect to the affected performance. If the Parties are unable to agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either Party shall be entitled to serve thirty (30) days notice of termination on the other Party with respect to only the affected performance. If the Force Majeure Event for such affected performance continues upon the expiration of such thirty (30) day notice period the portion of this Agreement relating to the affected performance shall automatically terminate. The remaining portion of this Agreement that does not involve the affected performance shall continue in full force and effect.

18. LIMITATION OF LIABILITY. THE PARTIES' RIGHTS, LIABILITIES AND

RESPONSIBILITIES WITH RESPECT TO THE SERVICES SHALL BE EXCLUSIVELY THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION: LOSS OF PROFITS, INTEREST, PRODUCT OR SERVICE; BUSINESS INTERRUPTION; AND INCREASED COSTS OF OPERATION, MAINTENANCE OR STAFFING.

19. Waivers and Amendments. Waiver by either Party of any default

hereunder by the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of each Party.

20. Governing Law; Consent to Jurisdiction and Venue. Except as may apply

to claims submitted to arbitration under Paragraph 11, this Agreement shall be construed in accordance with the laws of the State of Washington, irrespective of its conflict of law principles. Each Party hereby agrees to the jurisdiction of and venue in the courts in Seattle, Washington for any suit, action or proceeding between the Parties that arises out of this

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Agreement or the Parties' performance of their obligations hereunder, and expressly agrees to waive any defense thereto.

21. Severability. If any provision or any part of a provision of this

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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.

22. Survival. The terms, conditions and warranties contained in this

-----  
Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive; including, without limitation, the provisions of Paragraphs [\*\*\*].

23. Assignment. This Agreement is binding upon and inures to the benefit

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of the Parties and their respective permitted successors and assigns. A Party may assign its rights and delegate its duties under this Agreement to any third party only with the prior written consent of the other Party, except that an assignment to a third party that controls, is controlled by, is under common control with, or is the legal successor of the assigning Party shall not require the non-assigning Party's consent. Any assignment of rights or delegation of duties under this Agreement by a Party will not release that Party from its obligations hereunder.

24. Entire Agreement; Modifications. This Agreement, including the

-----  
Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the Effective Date with respect to the Services. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings, whether written or oral, are superseded by this Agreement, including but not limited to the Letter of Intent. This Agreement may be modified only in a written document signed by both Parties.

25. Headings; Construction; Incorporation of Recitals. The headings of the

-----  
Paragraphs of this Agreement are inserted for convenience only and are not intended to affect its meaning or interpretation. Throughout this Agreement, the singular shall apply to the plural and the plural to the singular, unless the context clearly indicates otherwise. The recitals set forth in the beginning of this Agreement are hereby incorporated and made a material part hereof.

26. Jointly Drafted. This Agreement shall be deemed to have been drafted

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by both Parties and, in the event of a dispute, shall not be construed against either Party.

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27. Notices. Except as otherwise provided herein, all notices or other

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communications to be given or that may be given by either Party to the other shall be deemed to have been duly given when made in writing and delivered in person or when deposited in the United States mail, postage prepaid, certified, return receipt requested or sent via facsimile with confirmation of receipt, and addressed as follows:

If to WFI:

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Dr. Masood Tayebi, President  
Wireless Facilities, Inc.  
San Diego Tech Center  
9805 Scranton Road, Suite 100  
San Diego, CA 92121  
Telephone: (619) 824-2929  
Fax: (619) 824-2928

If to Client:

-----

David Aas  
Nextel Partners Operating Corp.  
4500 Carillon Point  
Kirkland, Washington 98033  
Telephone: 425-828-8051  
Fax: 425-828-8098

With a Copy to:

Nextel Partners Operating Corp.  
4500 Carillon Point  
Kirkland, Washington 98033  
Attention: General Counsel

The notice addresses may be changed by written notice given by one Party to the other in accordance with this Paragraph.

28. Exhibits. The following Exhibits are attached hereto and incorporated  
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herein:

- Exhibit I: Hourly Rates, Expense Reimbursement and Invoice Schedule
- Exhibit II: Sample Work Order
- Exhibit III: Sample Out-of-Scope Authorization
- Exhibit IV: Authorized Signatories

29. Indemnification. WFI will defend, indemnify, and hold harmless Client  
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and its officers, directors, employees, subsidiaries, parents, agents and representatives from and against all claims, damages, losses (including, without limitation, bodily injury or property damage) costs and expenses (including without limitation reasonable attorney's fees actually incurred), (collectively, "Claims"), arising out of, resulting from or caused in whole or in part by the acts or omissions of WFI, its subcontractors and their respective employees, agents, and representatives in performing or failing to perform any of the work or activities contemplated herein, except to the extent that such Claims result from or are caused by Client, its subcontractors and their respective employees, agents and representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

NEXTEL PARTNERS OPERATING CORP.

WIRELESS FACILITIES, INC.

/s/ David Aas

/s/ Dr. Masood Tayebi

\_\_\_\_\_  
David Aas  
Chief Technology Officer

\_\_\_\_\_  
Dr. Masood Tayebi  
President

Exhibit I  
to  
Master Services Agreement  
Between Nextel Partners Operating Corp. and Wireless Facilities, Inc.

Hourly Rates, Expense Reimbursement and Invoice Schedule  
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Hourly Rates for Out-of-Scope Services  
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For all services performed by WFI that are in addition to those described in any particular executed Work Order(s) ("Out-of-Scope Services"), Client shall compensate WFI on an hourly basis in accordance with the rates set forth in the table below. WFI may invoice Client monthly for Out-of-Scope Services rendered the previous period.

Service Type	Employment Category	Hourly Rate
-----		
Program Mgmt:	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
RF Engineering:	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
Site Acquisition:	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
Construction Mgmt:	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
	[***]	\$[***]
-----		

Note - these hourly rates do not include expenses.

\* Confidential Treatment Requested





Materials Management Services  
- -----

If requested by Client, WFI will perform Materials Management Services (as defined in Section 8 of the Agreement). Client shall reimburse WFI for Materials Management Services as a pass-through expense at [\*\*\*]. WFI may invoice Client bi-weekly for Materials Management Services costs and administrative fees.

\* Confidential Treatment Requested

Exhibit II  
to  
Master Services Agreement  
Between Nextel Partners Operating Corp. and Wireless Facilities, Inc.

Sample Work Order  
-----

WORK ORDER NO.:  
-----

DATE: \_\_\_\_\_, 199  
-----

You are hereby requested to provide the services set forth below ("the Services") subject to the terms and conditions set forth herein and in accordance with the provisions of Master Services Agreement (the "Agreement") dated \_\_\_\_\_, 199 by and between Nextel Partners, Inc. ("Client"), and

-----  
Wireless Facilities, Inc. ("WFI") and according to the following terms:

1. Assignment: The following illustrates the Services and specific tasks to be performed by WFI:

[Description of Services and tasks - See attachments]

2. Invoicing for Services Fees and Reimbursement of Expenses: WFI shall invoice Client for the Services in accordance with the schedule of Payment Milestones per Attachment \_\_\_\_\_ to this executed Work Order. WFI shall invoice Client for Service Fees for Out-of-Scope Services, reimbursable expenses (together with applicable administrative fees) and Materials Management Services, if any (together with applicable administrative fees) in accordance with Exhibit I of the Agreement.

3. Payment of Invoices: All invoices shall be due and payable by Client in accordance with the terms set forth in Section 4(b) of the Agreement.

4. Commencement of Services: WFI shall commence performance of the Services immediately upon full execution of this Work Order.

5. Master Services Agreement: This Work Order shall be appended to the Agreement and is incorporated therein by reference. All of the terms and conditions of the Agreement shall apply to the provision of Services hereunder; however, in case of conflict, the terms of this Work Order shall govern.

NEXTEL PARTNERS OPERATING CORP.                      WIRELESS FACILITIES, INC.

By: \_\_\_\_\_                      By: \_\_\_\_\_

Name: \_\_\_\_\_                      Name: \_\_\_\_\_

Title: \_\_\_\_\_                      Title: \_\_\_\_\_

Exhibit III  
to  
Master Services Agreement  
Between Nextel Partners Operating Corp. and Wireless Facilities, Inc.

Sample Out-of-Scope Work Authorization Memo  
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Memo

To: [Individual and Client Company Name]

From: WFI Employee Name and Title

cc:

Date:

Re: Request for Out-of-Scope Work Authorization  
-----

WFI has been requested to perform the following services not listed in our  
Master Services Agreement:

-----  
[description of services]  
-----

-----  
I have estimated that the time required to perform these Out-of-Scope Services  
is \_\_\_\_\_ hours which will be the maximum hours you will be billed for this

additional service. Should we spend less time to perform the services required,  
you will, of course, be billed for the lower number of hours at the rates  
specified in our Master Services Agreement dated \_\_\_\_\_, 1999 and applicable

-----  
Work Orders. We will also bill you for expenses incurred to perform these  
services, in accordance with the provisions of the Master Services Agreement and  
applicable Work Orders.

I would appreciate it if you will sign below to indicate your agreement and  
acceptance. If I do not receive from you a signed copy of this Authorization  
Memo, WFI will, nevertheless (unless we hear otherwise) begin to perform the  
above-reference services pursuant to \_\_\_\_\_'s [name of authorizing

-----  
individual] verbal request made on \_\_\_\_\_, 1999.  
-----

Please call me at \_\_\_\_\_ if you have any questions.  
-----

Accepted & Approved:

[FULL NAME OF CLIENT COMPANY]:

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit IV  
to  
Master Services Agreement  
Between Nextel Partners Operating Corp. and Wireless Facilities, Inc.

Authorized Signatories for Work Orders and Out-of-Scope Authorizations  
-----

Each Party hereby authorizes the following individuals to execute Work Orders and Out-of-Scope Authorizations issued under this Agreement. Such documents, when signed by any of the following individuals for each Party, shall be presumptively binding on the Parties.

Authorized Signatories for Nextel Partners, Inc.:  
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Mr. David Aas  
Mr. Ray Farrell  
Mr. Peter Gaffney

Authorized Signatories for Wireless Facilities, Inc.:  
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Dr. Masood Tayebi, President  
Mr. Michael Brink, Sr. Vice President, Project Management  
Mr. John Vento, Sr. Vice President, Site Development Services  
Mr. Jeff Bader, Sr. Director, Project Management

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

Agreement

between

Siemens Aktiengesellschaft, Berlin and Munchen,  
Federal Republic of Germany,  
represented by the Business Unit Mobile Networks,

- hereinafter referred to as "SIEMENS"-

and

Wireless Facilities Inc., San Diego, CA  
United States of America

- hereinafter referred to as "CONSULTANT"-

Preamble

Article 1 - Scope of CONSULTANCY-SERVICES

- 1.1 Siemens' Public Communication Networks Group, Mobile Networks is performing radio network planning services for worldwide Projects. Subject to the terms and conditions of this agreement SIEMENS (including any SIEMENS company which is owned or controlled either directly or indirectly by Siemens as to 50 % (fifty percent) or more of the issued share capital and/or voting rights)

hereby entrusts CONSULTANT with the performance of such radio network planning projects (hereinafter collectively referred to as, "CONSULTANCY-SERVICES"):

- 1.2 SIEMENS will assign the CONSULTANCY-SERVICES to CONSULTANT in advance on a case by case basis depending on the duration and kind of the assignment and in accordance with the timetable that follows:

One (1) week:	On short notice (up to 2 working days)
Up to (4) weeks support:	Two (2) weeks
Up to three (3) months:	One (1) month
Over three (3) months support:	Mutually agreed between SIEMENS and CONSULTANT

- 1.3 Any and all CONSULTANCY-SERVICES shall be rendered in such manner, in accordance with such standards and specifications, and at such dates and times or in accordance with such schedules as requested or prescribed by SIEMENS from time to time. Unless specified and agreed otherwise specifically between SIEMENS and the CONSULTANT in writing, all tools and materials required by CONSULTANT shall be provided by CONSULTANT and any compensation to be paid to CONSULTANT by SIEMENS includes payment for use of CONSULTANT's facilities, tools, materials and equipment.

CONSULTANT shall be available through the term of this Agreement so as to promptly respond to all requests or requirements of SIEMENS, it being understood by CONSULTANT that time is of the essence in CONSULTANT's performance of the CONSULTANCY SERVICES under this Agreement.

- 1.4 Irrespective of the fact, that rendering CONSULTANCY-SERVICES as set forth in this Agreement is the sole responsibility and liability of the CONSULTANT, SIEMENS' personnel shall constantly be involved in the CONSULTANT'S work at all stages. Such SIEMENS personnel shall be given full opportunity to become familiar with the relevant aspects

of CONSULTANT's CONSULTANCY SERVICES and be directly involved in the preparation of the Deliverables as per Article 5 below.

## Article 2 - Basis of this Agreement

### 2.1 This Agreement is concluded on the basis that:

- (a) with regard to the scope of work specified in Article 1 the CONSULTANT may not assign or subcontract any of its duties without the prior written consent of SIEMENS. However, the CONSULTANT may engage other contractors to assist the CONSULTANT in providing the CONSULTANCY SERVICES under this Agreement, provided, that the CONSULTANT obtains the prior written consent (such consent not to be unreasonably withheld) of SIEMENS. The CONSULTANT will be solely responsible for and pay the fees, and out-of-pocket expenses of the CONSULTANT's contractor, except where SIEMENS has initially asked the CONSULTANT to engage CONSULTANT's contractors, in which event SIEMENS shall be responsible for such fees and expenses, and provided, that the CONSULTANT has obtained SIEMENS' prior written approval of the terms of engagement of such CONSULTANT's contractors.
- (b) SIEMENS may engage such other consultants as may in SIEMENS opinion be required in connection with matters in relation to which the CONSULTANT is advising including technical consultants, legal consultants and accountants;

### 2.2 For rendering the CONSULTANCY-SERVICES the CONSULTANT has set up a project-team, which consists of experienced CONSULTANT's with broad expertise in the telecommunication business including the managerial, administrative and quality aspects. The CONSULTANT hereby represents and warrants that all consultants have international expertise and, in addition, all

consultants' have excellent communication skills and experience in client oriented projects with needs for organisational development.

The members of the team will not be changed without the prior written consent of SIEMENS which consent shall not be unreasonably withheld. Furthermore, the CONSULTANT will replace upon written request of SIEMENS at any time any member of the team.

2.3 The CONSULTANT represents and warrants that:

- (a) it is duly established and validly existing under the laws of its jurisdiction of incorporation and has full power, capacity and authority to conduct its business, and is lawfully qualified to do business in those jurisdictions in which such qualification is required;
- (b) it has full power and capacity to execute and perform this Agreement;
- (c) it has full power and capacity to undertake and perform the obligations assumed by it herein;
- (d) this Agreement has been duly authorised and executed by it and constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
- (e) the execution and performance of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, its statutes or articles of incorporation or laws or by-laws or any agreement or instrument by which it is bound or to which its properties are subject;
- (f) neither it nor any of its subsidiaries is involved in any legal, arbitration or administrative proceedings nor are any such proceedings pending against it or any of its subsidiaries which in either case have or may have a



material adverse effect on its ability to perform this Agreement, its financial position or on its and its subsidiaries' financial position taken as a whole;

- (g) all CONSULTANCY-SERVICES provided hereunder shall be performed in good faith and in a professional manner with due care and attention and in accordance with good CONSULTANT practice and standards and according to the latest technical standards;
- (h) it recognises the importance of this appointment and will commit the resources appropriate and necessary to the fulfillment of its obligations and will assign to it the priority necessary to meet the milestone schedule as per Article 5.1 below;
- (i) it will use all reasonable efforts to meet deadlines reasonably set by SIEMENS which deadlines shall be in addition to and shall in no way affect the milestone schedule as mentioned in Article 5.1 below;
- (j) it will promptly notify SIEMENS in writing of any potential or actual conflict of interest on its part of which it becomes aware.

#### Article 3 - Duties and obligations of the CONSULTANT

- 3.1 The CONSULTANCY-SERVICES shall be performed in a workmanlike and professional manner by the CONSULTANT or employees of the CONSULTANT having a level of skill in the area commensurate with the requirements of the Consulting Service to be performed and the applicable professional standards currently recognized by such profession.
- 3.2 SIEMENS and the CONSULTANT shall each nominate to the other Party in writing a project leader who is well experienced to give information

and support for the implementation and performance of this Agreement and who shall be in the position to take related decisions or to introduce them.

- 3.3 While performing the CONSULTANCY-SERVICES the CONSULTANT will maintain close contact with SIEMENS.

Additionally SIEMENS and the CONSULTANT agree to consult and, if necessary to meet with each other in order to resolve any ambiguities or differences concerning the CONSULTANCY-SERVICES.

#### Article 4 - Duties and obligations of SIEMENS

- 4.1 SIEMENS will upon request provide the CONSULTANT with the information necessary to render the CONSULTANCY SERVICES.
- 4.2 Furthermore SIEMENS will participate in the project-team as mentioned in Section 1.3 above, which means that SIEMENS will assist the CONSULTANT in the performance of the CONSULTANCY-SERVICES.
- 4.3 CONSULTANT is and shall remain at all times an independent contractor, and is not an employee, agent or representative of SIEMENS.

Further, CONSULTANT is not authorized to and shall not at any time attempt to act, or act on behalf of SIEMENS to bind SIEMENS in any manner whatsoever to any obligation whatsoever. Further, CONSULTANT shall not engage in any acts which may lead any person whomsoever to believe that CONSULTANT is a employee, agent or representative of SIEMENS. SIEMENS shall be promptly notified by CONSULTANT in writing of any misunderstanding by third parties as to CONSULTANT'S relationship with SIEMENS.

Article 5 - Prices, Discounts, Terms of Payment

5.1 The prices which CONSULTANT shall charge SIEMENS are as follows (in US\$ per hour):

Expertise Level	[**] Engineers*	[**] Engineers*
Technician	\$ [**]	\$ [**]
Associate	\$ [**]	\$ [**]
Design Engineer	\$ [**]	\$ [**]
Senior Engineer	\$ [**]	\$ [**]
Manager	\$ [**]	\$ [**]

\*means number of WFI-Engineers contracted simultaneously in the entirety of SIEMENS-projects

Per-site-prices for Turnkey-Projects may be mutually agreed on a per project basis.

The minimum Qualifications for the above Expertise Levels are the following:

Technician	[**]
Associate Engineer	[**]
Design Engineer	[**]

\* Confidential Treatment Requested

Senior Engineer [\*\*\*]

Manager [\*\*\*]

5.2 The foregoing amounts include all costs and expenses, including the daily allowance fees (per diem rate), incurred by CONSULTANT pursuant to this Agreement or as may be required or incurred on the performance of CONSULTANT's obligations under this Agreement; provided that the prior written consent of SIEMENS is secured in each instance and CONSULTANT provides to SIEMENS evidence and prove of payment.

For the cities/regions listed in APPENDIX 1, where the allowance fees substantially exceed the world wide average, a mark-up to the charges listed in (S)5.1 may be mutually agreed on a project-specific basis.

\* Confidential Treatment Requested

SIEMENS agrees to reimburse CONSULTANT for any ordinary and reasonable costs and expenses incurred for traveling pursuant to the terms and conditions of this Agreement, in general limited to the following expenses:

Item	Expenses
accommodation	Maximum: four star hotel
Airline ticket (per 3 month)	Coach Ticket
Rental cars	Will be provided by SIEMENS (project)

5.3 Income, sales or any other duties or taxes levied on CONSULTANT by reason of any payments made by SIEMENS to CONSULTANT shall be the responsibility of and be borne by CONSULTANT.

Article 6 - Results of CONSULTANCY-SERVICES

6.1 All ideas, inventions, innovations, improvements, know-how, materials, works, writings, notes, reports, publications and information collected, assembled, conceived, authored, created, suggested, originated, developed, constructed, rendered or provided by the CONSULTANT as a result of or in the course of CONSULTANT's CONSULTANCY-SERVICES (hereinafter referred to as "Results") shall be the sole property of SIEMENS.

CONSULTANT expressly acknowledges that all copyrightable materials written, developed, produced, or which otherwise arise out of the CONSULTANCY-SERVICES performed by the CONSULTANT under this

Agreement shall be owned by SIEMENS. CONSULTANT hereby transfers and assigns to SIEMENS all right, title and interest in and to the same.

- 6.2 If and to the extent the Results make use of pre-existing information of the CONSULTANT including but not limited to any kind of intellectual property rights such as patents, patent applications or copyrights (hereinafter referred to as "Background Information"), the CONSULTANT herewith grants to SIEMENS the non-exclusive, perpetual, fully-paid up license to use and sublicense such Background Information in any way it wants.
- 6.3 Without limiting the effect of Sections 6.1 and 6.2 above, CONSULTANT shall be entitled to use the concepts of general application contained in the Results (but not those specifically applicable to the Project) for other projects and may produce and keep copies of the Results for archival purposes, subject to the CONSULTANTS confidentiality and other obligations hereunder.

#### Article 7 - Confidentiality

- 7.1 All information provided by SIEMENS to the CONSULTANT as well as any advice, data and information including but not limited to the Results developed by the CONSULTANT under this Agreement (hereinafter referred to as "Confidential Information") shall be treated by the CONSULTANT as confidential and shall not be disclosed by the CONSULTANT to a third party or published without the prior written consent of SIEMENS. CONSULTANT will limit the disclosure of Confidential Information to those of its employees who have a reasonable need to know that Confidential Information for the performance of this Agreement and who shall be bound to confidentiality by their employment agreements or otherwise.
- 7.2 The obligations as per Section 7.1 above shall not apply, however, to any information which:

- (a) CONSULTANT can demonstrate, is already in the public domain or becomes available to the public through no breach by CONSULTANT of this Agreement;
- (b) was rightfully in CONSULTANT'S possession without confidentiality obligation prior to receipt from SIEMENS as proved by CONSULTANT' written records;
- (c) can be proved to have been rightfully received by CONSULTANT from a third party without confidentiality obligation;
- (d) is independently developed by CONSULTANT as proved by its written records.
- (e) is required to be disclosed by law or the rules of any governmental organisation.

7.3 This Article 7 shall survive any termination or expiration of this Agreement.

#### Article 8 - Force Majeure

8.1 Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by force majeure such as, but not limited to, riots, civil commotion's, wars, strikes, lock-outs, hostilities between nations, governmental laws, orders or regulations, actions by the government or any agency thereof, storms, fires, sabotages, explosions or any other contingencies beyond the reasonable control of the respective Party (hereinafter referred to as "Force Majeure"). In such events, the affected Party shall immediately inform the other Party of such circumstances together with documents of proof and the performance of obligations hereunder shall be suspended during, but not longer

than, the period of existence of such cause and the period reasonably required to perform the obligations in such cases.

- 8.2 Should circumstances of Force Majeure uninterruptedly continue for a period of more than 3 months, then either Party has the right to forthwith terminate this Agreement by registered letter. Upon notice of its intention to terminate the Agreement, which notice has to be given not later than fourteen days prior to the intended date of termination of the Agreement. The Parties may also negotiate for a reasonable extension or adjustment of this Agreement.

Should the Agreement be terminated according to this Section 8.2, the CONSULTANT is entitled to the payment which has become due up and until the date of termination.

#### Article 9 - Term and Termination

- 9.1 This Agreement becomes effective with its execution by both Parties.
- 9.2 Either party shall have the right to terminate this Agreement by providing three calendar months notice to the other. Should the Agreement be terminated according to this Section 9.2, the CONSULTANT is entitled to the payment which has become due up and until the date of termination.

#### Article 10 - Substantive Law

All disputes shall be settled in accordance with the provisions of this Agreement and its Annexes and all other agreements regarding its performance, otherwise in accordance with the substantive law in force in the Federal Republic of Germany without reference to other laws. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.



## Article 11 - Arbitration

- 11.1 Any differences or disputes arising out of or in connection with this Agreement or out of or in connection with agreements regarding its performance, including any questions regarding the existence, validity or termination of this Agreement or agreements regarding its performance, during the term of this Agreement or thereafter shall be settled by an amicable effort on the part of both Parties hereto. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other Party in writing.
- 11.2 If an attempt at settlement has failed, the dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris (Rules) by three arbitrators appointed in accordance with the Rules.
- 11.3 The place of arbitration shall be Munchen, Federal Republic of Germany. The procedural law of this place shall apply where the Rules are silent.
- 11.4 The arbitral award shall be substantiated in writing. The arbitral tribunal shall also decide on the matter of costs of the arbitration.
- 11.5 The arbitration procedure shall be conducted in the English language.

## Article 12 - Miscellaneous

- 12.1 All changes and amendments to this Agreement must be in writing to be valid. This requirement of written form can only be waived in writing.

12.2 Notices and communications between the CONSULTANT and SIEMENS shall be given in writing or by facsimile in the English language to the following addresses of the Parties or to such other address as the Party concerned may subsequently notify in writing to the other Party:

If to the CONSULTANT to:           Wireless Facilities Inc.  
  
  [\*\*\*]  
  
  Director Sales and Marketing  
  9725 Scranton Road, Suite 140  
  San Diego, CA 92121, USA  
  Tel.: +1 (619) 824 2929 ext. 25  
  Fax: +1 (619) 824 2928

If to SIEMENS to:                   SIEMENS Aktiengesellschaft  
  [\*\*\*]  
  ON MN VN14  
  Hofmannstrasse 51  
  81359 Munchen, GERMANY  
  Tel.: +49/89/722-44329  
  Fax: +49/89/722-31304

12.3 Neither Party shall assign its rights nor delegate performance of its obligations under this Agreement to any third party without the prior written consent of the other Party and any attempted assignment without this consent shall be null and void.

12.4 Should individual provisions of this Agreement be legally ineffective or unfeasible for legal reasons then, unless the basic intentions of the Parties under this Agreement are substantially jeopardized, the validity of the remaining provisions of this Agreement shall not be affected thereby. In such a case the Parties shall come to an agreement approximating as closely as possible the arrangement originally envisaged in this Agreement.

\* Confidential Treatment Requested

12.5 A waiver of any default by either Party of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provisions of this Agreement, but shall apply solely to the instances to which such waiver is granted.

In Witness Whereof, the Parties hereto have caused these presents to be executed in duplicate by the respective representatives thereunto duly authorized, on the dates below and shall keep one executed copy each.

San Diego,

Wireless Facilities Incorporated  
/s/ Masood K. Tayebi  
Masood K. Yayebi  
President

Munchen,

Siemens Aktiengesellschaft  
/s/ illegible signature  
illegible

Appendix 1

List of cities/regions, where a additional mark-up concerning the charges listed in (S)5.1 may be mutually agreed on a per project basis:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

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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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TRITON / WFI MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into effective as of January 19, 1998 (the "Effective Date") by and between TRITON PCS OPERATING COMPANY, L.L.C., a Delaware limited liability company (the "Company"), and Wireless Facilities Inc., a New York corporation that is in the process of reincorporating in Delaware ("Contractor") (collectively, the "Parties"). The Company desires to engage Contractor to perform the "Services," as defined below, and Contractor desires to provide the Services. Therefore, the parties agree as follows:

1. Services. The Company hereby engages Contractor as an independent contractor to provide the services set forth in Exhibit A hereto (the "Services").

2. Independent Contractor Relationship. Contractor shall act as an independent contractor to the Company, and nothing in this Agreement shall be deemed to create a relationship of employer-employee, principal-agent, partner, or joint venture between Contractor and the Company. Neither party has any authority to bind the other to any contract or agreement without the other's written permission. The Company has no power to supervise, give directions or otherwise regulate Contractor's operations, although the Company will be supervising the Contractor's personnel that Contractor is supplying pursuant to this Agreement. Notwithstanding the foregoing, the Company shall retain the right to request in writing upon fifteen (15) days' notice thereof that any employee of Contractor who does not have the requisite skills be removed from the job. No reasonable request of the Company shall be refused concerning the dismissal or reassignment of personnel in conformance with this section. Contractor shall be solely responsible for payment of compensation to Contractor's employees and for all of Contractor's federal, state and local payroll taxes, withholding, social security, and unemployment insurance. Neither party is an agent of the other party and neither has the authority to represent the other party as to any matters.

3. Term. The term of this Agreement shall begin on the Effective Date, and shall expire on the [\*\*\*] anniversary of the Effective Date (the "Initial Term"). The term shall automatically renew for [\*\*\*], unless either party provides the other with written notice of its intent not to renew the term of this Agreement at least [\*\*\*] days prior to the expiration of the Initial Term or any renewal term. During the Initial Term and any renewal terms (collectively, the "Term"), in addition to the services described in Exhibit A,

Contractor shall be the Company's preferred radio frequency engineering vendor/provider and shall have a right of first refusal on all radio frequency engineering projects awarded by the Company or any affiliate or joint venture of the Company. In any event, the termination or expiration of the Term shall not reduce or terminate the Company's payment obligations for services provided to the date of termination or the Parties' confidentiality obligations under Section 9 of this Agreement. Upon termination of the Term, all physical property of the parties shall be returned to the proper party, including any cellular telephones or related equipment.

4. Early Termination. The Term may be terminated early:

4.1. Termination for Breach. By Company or Contractor, immediately

upon written notice of termination, in the event of a material breach of this Agreement by the other party, if such breach continues uncured for a period of [\*\*\*]business days after receipt of written notice of such breach.

4.2. Termination for Insolvency. By Company or Contractor,

immediately upon written notice of termination by the other Party, in the event the other Party shall: (i) become insolvent; (ii) make an assignment for the benefit of creditors; (iii) file a voluntary bankruptcy petition; (iv) acquiesce to any involuntary bankruptcy petition; (v) be adjudicated bankrupt; or (vi) cease to do business (other than as a result of an acquisition or merger).

4.3. Return of Information. Upon termination of this Agreement, the

parties hereto shall, within thirty (30) days return all of the other party's information in written, graphic or tangible form relating to this Agreement. Notwithstanding the foregoing, upon the Company's payment for all Services provided through the date of termination, the Company shall be entitled to retain on a non-exclusive basis, any and all work product prepared or assembled by Contractor through the day of termination.

5. Payment. The Company shall pay Contractor for the Services performed

pursuant to this Agreement as specified in Exhibit B. The prices ("Prices") set forth in Exhibit B shall be fixed for each Site during the Term of the Agreement

unless a specific change is mutually agreed to by the Parties in writing. Contractor shall submit invoices for each payment due on a Site as set forth in Exhibit B. The Company agrees that the invoice amount is correct, conclusive

and binding unless the Company notifies Contractor in writing no later than fourteen (14) days following the invoice date that the Company disputes a particular item in an invoice. The Company's objection to a particular item in an invoice shall not reduce or delay the Company's obligations to pay the remaining portion of a particular invoice. To mitigate for the expenses and costs the parties reasonably anticipate will occur, any invoice that remains unpaid more than thirty-five (35) days after the invoice date shall automatically incur a late payment charge equal to [\*\*\*] of the amount charged on the unpaid invoice, and the overdue amount owing on the invoice shall thereafter be assessed a finance charge equal to the lesser of: (i) [\*\*\*] percent ([\*\*\*]) per month, or (ii) [\*\*\*]. The Company shall pay all invoices within thirty (30) days from the date of the invoice without right of offset. Contractor shall not file any mechanics liens with respect to the Services prior to adjudication of any disputes between the parties.

6. Insurance. Contractor shall maintain comprehensive general liability

insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury or death, personal injury and property damage liability. Contractor shall name the Company as an additional insured on all applicable policies. Contractor shall promptly provide the Company with proof of such insurance as reasonably requested by the Company.

\* Confidential Treatment Requested

7. Information Reporting. In order to track the progress of each site,

-----  
Company requires the Contractor to adhere to the following reporting methods:

7.1. Site Data Reporting. In addition to the Services in Exhibit A,

-----  
there are a number of data items that must be documented, communicated and stored by Contractor on behalf of the Company. Contractor will provide such additional information as reasonably required by the Company.

7.2. Schedule and Milestone Data Reporting. Contractor will maintain

-----  
an accurate and up to date schedule of its engineering activities in a format reasonably acceptable to the Company.

8. Indemnity. Each of Contractor and the Company agree to defend,

-----  
indemnify and hold harmless the other and all of their affiliates or subsidiaries companies, their officers, agents and employees from any all costs, damages, expenses, losses, claims, actions, suits, causes of action, judgments, and charges of every kind and nature whatsoever, including reasonable attorney's fees, which may in any manner arise out of or relate to the performance or non-performance of this Agreement, except as this obligation is limited by Section 11 (Remedies).

9. Protection of Confidential Information and Employees.

9.1. Confidentiality. Each Party, including its affiliates,

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officers, directors, representatives and agents, shall hold confidential information received from the other party in confidence, shall use such information only for the purpose and in accordance with this Agreement, and shall not disclose such information to any third party without the prior express written approval of the disclosing party. All confidential information shall remain the property of the disclosing party and shall be returned on written request or upon termination of this Agreement. Confidential information shall not include information that: (i) is or becomes publicly known for no wrongful act, fault or negligence of the non-disclosing party; (ii) was known by the non-disclosing party prior to disclosure and the non-disclosing party was not under a duty of non-disclosure; (iii) was disclosed to the non-disclosing party by someone not a party to this agreement who was free of obligations of confidentiality to the disclosing party; (iv) is approved for release by written authorization of the disclosing party; (v) is publicly disclosed pursuant to a requirement or request of a governmental agency or where disclosure is required by operation of law; or (vi) is furnished to someone not a party to this Agreement by the disclosing party without a similar restriction on rights.

9.2. Employee Protection. During the Term and for a period lasting

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[\*\*\*] beyond the Term, neither Party shall directly or indirectly solicit for hire, contract with, retain, or employ anyone employed by the other Party during the Term.

10. Warranties.

10.1. No Violation. The Company and Contractor warrant that the

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execution of this Agreement and their performance of their respective obligations hereunder does not now and will not in the future violate any agreement with any third party, or any obligation to any third party.

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10.2. Registration Requirements. Contractor warrants that Contractor

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has complied with all applicable registration and licensing requirements to enable Contractor to act as an independent contractor under the terms of this Agreement.

11. Remedies. Upon the sending of written notice to the Company of

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completion of an item set forth in Exhibit A, the Company shall have [\*\*\*] days

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(the "Warranty Period") to provide written notice to Contractor requiring Contractor to repair or remedy all defects solely caused by Contractor in completing the item. This shall be the Company's exclusive remedy. Failure of the Company to give timely notice during the Warranty Period shall be deemed a waiver of any right, claim, damages, injury or liability that the Company may have against Contractor. Contractor shall have up to [\*\*\*] days at its election to repair or remedy the defects or else return to the Company the amount actually received by Contractor for that item.

11.1. Inapplicability. In no event shall Contractor's obligations

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arise for any damage or defect to the extent it is caused or made worse by:

11.1.1. Negligence, improper maintenance or improper operation by anyone other than WFI or WFI's employees, agents or subcontractors; or

11.1.2. Failure by the Company or by anyone other than Contractor or Contractor's employees, agents or subcontractors to comply with the warranty requirements of manufacturers of equipment or other components; or

11.1.3. Failure by the Company to give notice to Contractor of any defects during the Warranty Period; or

11.1.4. Changes, alterations or additions made to the work by anyone other than Contractor; or

11.1.5. The failure of anyone other than Contractor to maintain the work properly; or

11.1.6. Loss or damage that the Company has not taken reasonable and timely action to minimize; or

11.1.7. Any defect in, caused by, or resulting from, materials or work supplied by anyone other than Contractor, its employees, agents or subcontractors; or

11.1.8. Normal wear and tear or normal deterioration; or

11.1.9. Loss or damage caused by, or resulting from, accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, or changes in the underground water table; or

11.1.10. Loss or damage caused by, or resulting from, seepage of water; or

\* Confidential Treatment Requested



11.1.11. Bodily injury or damage to personal property.

11.2. Disclaimer of Warranties. Following the Warranty Period,  
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Contractor shall have no further obligations to the Company for the particular item. Except as specifically provided herein, CONTRACTOR DISCLAIMS ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.3. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED  
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HEREIN, CONTRACTOR SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. Notwithstanding anything in this Agreement to the contrary or elsewhere, in no event shall Contractor be liable in the aggregate for more than Contractor actually received from the Company under this Agreement.

12. Patents. Contractor represents and warrants that it is authorized to  
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use, install, or disclose materials, techniques, devices, or information as may be required to perform the Services required hereunder other than those supplied by the Company or other parties not affiliated with Contractor, and that all necessary royalties or license fees have been paid. Subject to this Agreement, Contractor shall save, defend, hold harmless, and indemnify the Company from any and all claims, suits and proceedings for the infringement of any patent, copyright, trade secret or other intellectual property rights arising from the performance of this Agreement.

13. Protection of Persons and Property.  
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13.1. Precautions. Contractor shall at all times take reasonable  
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precautions to protect the persons and property of others which may be on or adjacent to the site of performance of Contractor's obligations hereunder from damage, loss or injury resulting from performance under this Agreement by Contractor or any other party with whom Contractor may have subcontracted. Contractor shall not disturb or displace any protection installed by others. Subject to this Agreement, any property moved or damaged by Contractor during the course of performance of the work hereunder shall be returned or repaired by Contractor, at Contractor's expense, to the Company's reasonable satisfaction.

13.2. Notification of Injury or Damage. Contractor shall promptly  
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notify the Company upon learning of any injury, death, loss or damage to any persons, animals or property that is related to or occurs at the Services site during the performance of the Services, whether or not caused by or involving in any way, Contractor, its employees or agents.

14. Taxes. Contractor shall pay all taxes required by law in connection  
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with this Agreement, including, without limitation, sales, use, storage, and similar taxes, and shall secure, at Contractor's expense, all licenses and permits, pay all charges and fees, and give all notices necessary for the Contractor's performance of this Agreement and Contractor's furnishing of materials and shall provide evidence of such upon demand.

15. Entire Agreement. This Agreement contains the entire understanding of  
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the parties with respect to the subject matter hereof, and supersedes all prior  
agreements and understandings between the parties.

16. Modifications. This Agreement may be modified only in writing  
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executed by both parties. Pre-printed terms and conditions that may be printed  
on either side of a work order or similar communication shall not supersede the  
terms of this Agreement.

17. Assignment. This Agreement may not be assigned except upon the  
-----  
written consent of the non-assigning party, which consent may not be  
unreasonably withheld; provided, however, that no consent shall be required for  
the Company to assign any of its rights hereunder to any of its affiliates,  
including, without limitation, AT&T and any of AT&T's affiliated entities, or to  
any purchaser of substantially all of the Company's assets, if such affiliate or  
purchaser has a net worth equal to or greater than the net worth of the Company  
as of the date hereof and the Company remains liable. This Agreement shall be  
binding upon the successors and assigns of the Parties.

18. Notices. All notices or other written communications required under  
-----  
this Agreement shall be given personally or by certified mail to the parties at  
the following addresses:

To the Company: Triton PCS Operating Company, L.L.C.  
101 Lindenwood Drive, Suite 125  
Malvern, PA 19355  
Attn: The President

Copy To: Jay Goldstein, Esq.  
Kleinebard, Bell & Brecker  
1900 Market Street, Suite 700  
Philadelphia, PA 19103

To Contractor: Wireless Facilities, Inc.  
9725 Scranton Road, Suite 140  
San Diego, CA 92121  
Attn: Masood K. Tayebi, Ph.D., President

Copy To: William W. Eigner, Esq.  
Procopio, Cory, Hargreaves & Savitch LLP  
530 "B" Street, Suite 2100  
San Diego, CA 92101

All notices shall be effective upon receipt if delivered personally, or  
three (3) days following mailing.

19. Governing Law. This Agreement shall be governed by and construed  
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according to the internal laws of the State of Delaware without regard to  
Delaware's choice-of-law provisions. Venue in any action brought with respect  
to this Agreement by the Company shall be in state or federal courts in  
Philadelphia, Pennsylvania, and each party consents to the

jurisdiction of those courts. Venue in any action brought with respect to this Agreement by Contractor shall be in federal or state court in Virginia, and each party consents to the jurisdiction of those courts.

20. Attorneys' Fees. In any legal action arising from or relating to this

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Agreement, the substantially prevailing party (as determined by the court) shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (including, without limitation, expert witness fees), in addition to any other relief to which the prevailing party may be entitled.

21. Incorporation by Reference. The additional terms and conditions

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contained in any exhibit or attachment are hereby incorporated into this Agreement.

22. Force Majeure. If the performance of any part of this Agreement,

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except for payment obligations, by either party is delayed, rendered impossible by reason of natural disaster, acts of God, actions or decrees of governmental bodies or any other causes entirely beyond the control of the party whose performance is affected (hereinafter referred to as "Force Majeure Event"), the party who has been so affected shall immediately give written notice to the other party of the nature of any such conditions and the extent of delay and shall do everything possible to resume performance hereunder whenever such Force Majeure Event is removed or ceases. Upon receipt of such notice, performance of this Agreement, except for payment obligations, to the extent prevented by Force Majeure Event shall immediately be suspended. If the period of nonperformance exceeds ninety (90) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate the term of this Agreement.

23. Severability. If any provision in this Agreement is determined by

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any court of competent jurisdiction or arbitrator to be invalid or unenforceable for any reasons, including without limitation by reason of such provision extending for too long a period or over too large a subject area, or by reason of its being too extensive in any other respect, such provision to the specified extent that it is unenforceable shall be interpreted to extend only over the maximum period of time or subject area, and to the maximum extent in all other respects, as to which it is valid and enforceable, thereby effectuating the parties' intent to the greatest extent possible. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Attorney Consultation. Each party has been informed of its right to

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consult with its own attorney prior to signing this Agreement and has either done so or has considered the matter and has decided not to do so. As each party has had opportunity to consult independent legal counsel, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, each of

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which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Effective Date. Notwithstanding anything herein to the contrary, the

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Company shall have the right to terminate the term of this Agreement upon  
written notice to Contractor if the Company has not acquired the PCS License for  
the Virginia and South Carolina trading areas from AT&T provided, however, that

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if the Company fails to obtain such PCS Licenses for the Service Area from AT&T,  
then the Company shall pay to Contractor all professional fees and out-of-pocket  
expenses incurred by Contractor, in accordance with the payment terms under  
Section 5, prior to Contractor's receipt of notification from the Company of the  
Company's failure to obtain the PCS Licenses.

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

TRITON PCS OPERATING COMPANY, L.L.C.,  
a Delaware limited liability  
company

WIRELESS FACILITIES, INC.,  
a New York corporation (currently  
reincorporating in Delaware)

By: Triton Management Company, Inc.,  
its Manager

By: /s/ Masood Tayebi

\_\_\_\_\_  
Name: Masood Tayebi, Ph.D.

\_\_\_\_\_  
Title: President  
\_\_\_\_\_

By: /s/ Clyde Smith

\_\_\_\_\_  
Name: Clyde Smith

\_\_\_\_\_  
Title: Executive Vice President  
and CTO  
\_\_\_\_\_

Exhibit A

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SERVICES

RF Engineering Scope Of Work

A. Preliminary Design

1. Definition: Coverage will be defined by the Company, and agreed upon by Contractor, including coverage objectives and environment (urban, suburban, rural), in-building and in-car penetration criteria, link budget and the overall launch area. Design criteria will also include grade of service (blocking objective) as well as estimated subscriber usage levels.

2. Contractor Scope

Procedure: Contractor will perform propagation model optimization drive testing before issuing the Preliminary Design. The sites will be identified in communication with the site acquisition contractor to allow for simultaneous model optimization and site evaluation. The following minimum number of sites will be drive tested for each category:

Urban	[***]	
Suburban	[***]	
Rural (w/foilage)	[***]	
Rural (w/o foliage)	[***]	(where applicable)

Contractor will identify slope and intercept and determine standard deviation on the error between measurement and preparation model optimization. An effort will be made to keep this error in the 8dB range for determination of optimal slope and intercept.

Search rings will be issued based on study of existing structures, friendly sites, co-locations and zoning criteria in order to minimize site acquisition cost and timeline. An initial study of the existing structures and land will be performed with site acquisition.

Deliverable: Search rings will have a cover letter listing map name, site ID, latitude, longitude, minimum and maximum radiation center site name, target AGL (above ground level). Search rings will be released on copies of USGS 7 1/2 minute quad maps. Search ring information may change according to acquisition request. Site coverage objectives will accompany the search ring. A map will also be issued identifying the surrounding site locations. Contractor will create an optimized model with zero mean error, slope and intercept for the four (4) site categories described above with associated

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standard deviation on the prediction error. Contractor will document results in the Preliminary Design report used for all subsequent propagation analyses.

Deliverable Time Line: The search ring package will be delivered after the Company has reviewed the design and approved the release of search rings.

## B. Site Candidate Evaluation and Approval

Contractor will evaluate the candidate sites per search ring identified by the site acquisition contractor. The process is broken down as follows:

### 1. Site Survey

Definition: Visit each identified candidate for RF suitability. Determine antenna locations. Identify coverage limitations and comparison with any other candidates. The site survey will be performed with site acquisition and construction personnel.

Deliverable: The survey will consist of determining the suitability of the site, identification of desired antenna location, antenna orientation and justification of the site.

Deliverable Time Line: The engineers will survey each site within [\*\*\*] of receiving the site candidate from site acquisition. A survey site report (documented site survey results) will be [documented] within [\*\*\*] of the site visit.

### 2. Drive Testing

Definition: Upon the Company's approval of the survey, Contractor will initiate a drive test for the site. All necessary drive testing equipment will be provided by Contractor. Site access will be coordinated with site acquisition.

Procedure: Based on the RF coverage objective set forth in the Preliminary Design, Contractor may evaluate the site by drive testing (at least [\*\*\*] of primary sites will be drive tested and upon the Company's request, up to [\*\*\*] of that [\*\*\*] will be drive tested using panel antennas). The drive testing shall be limited to one primary candidate per search ring as agreed upon by the Company and Contractor. The Company will reserve the right to require Contractor to conduct additional drive tests in a search ring as necessary at additional charge according to Contractor's normal published hourly rates then in effect. Contractor will verify and record antenna type, gain, transmitter power output, cable losses, EIRP and a picture of the antenna set up. The equipment used will be calibrated with a dB of accuracy. Contractor will coordinate the required test frequency with a contractor selected by the Company. The frequencies will be approved by the Company.

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Deliverable Time Line: Drive test will be completed within [\*\*\*] of determination of preliminary site by the Company. The drive test report will be completed within [\*\*\*]of drive test completion.

A final site evaluation (approval/rejection) will be issued based on site visit, drive testing and site availability. If the primary site is rejected, Contractor will select another candidate site at the Company's cost according to Contractor's normal published hourly rates then in effect for drive testing and evaluation. Any candidate finally approved by Contractor and the Company will be referred to as an RF Approved Site.

### 3. Detailed Site Design

Definition: Antenna type, frequency planning, downtilts, interference reduction, orientation and location will be identified on the site sketch provided by the A&E firm approved by the Company. Necessary prediction/measurement data analyses will be performed by Contractor to optimally configure the antenna placement on all the RF Approved Sites.

Procedure: All zoning construction drawings prepared by the A&E firm will be signed off by the Contractor for the purpose of verifying that the RF coverage objectives are met. Contractor will verify the antenna height, placement, orientation, downlift and type. Site configuration will be determined (omni/sector, equipment type) based on forecasted traffic usage. Contractor will not provide FAA analyses but will be required to provide the Company with the information reasonably necessary for such filings for FCC and FAA filings.

Deliverable: Contractor will provide the Company with detailed site design in accordance with procedure above subject to the Company's approval ("Detailed Site Design").

Deliverable Time Line: Detailed Site Design will be completed within [\*\*\*] after site sketch is provided to Contractor.

### 4. Design Review

Definition: The objective of design review ("Design Review") is to verify that all the desired strategic coverage areas are covered in the Detailed Site Design and to compare the predicted and actual design cell count. The design cell count will be based on an optimized propagation model determined by Contractor.

Procedure: An optimized propagation model will be used to develop a system coverage analysis. The Preliminary Design will be compared with the Detailed Site Design to determine any changes in the design cell count. Measurement data from the drive test will be used primarily to determine the

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design cell count, and the propagation model will be used for all the remaining sites. Contractor will perform a capacity analysis to ensure that all cells have adequate capacity to meet the forecasted demand determined by the Company and Contractor after final site approval and before frequency planning.

Deliverable: A system wide coverage plot will be produced to determine the coverage performance and design cell count. Prediction plots will be used in place of measured data if a Detailed Site Design has not been approved by the Company. Contractor will generate a report documenting the coverage performance and the cell count comparison between the Design Review and Preliminary Design.

Deliverable Time Line: [\*\*\*] design review reports will be developed by Contractor after completion of [\*\*\*] of the Detailed Site Design has been approved by the Company for all sites (each a "Design Review Report").

#### 5. Traffic Engineering

Definition: Contractor will develop a capacity forecast based on the Company provided demand parameters. Contractor will identify forecasted channel, capacity and site configuration requirements.

Procedure: Based on the Company provided market segmentation (% mobile, residential, business, etc.), penetration and subscriber usage pattern (mou/sub, mE/sub) a [\*\*\*] year capacity analysis forecast will be developed to determine site configuration (omni/sector), number of RF channels and carriers, and capacity cell addition. This analysis will be performed on a per sector basis during the Detailed Site Design procedure. Contractor is required to meet AT&T standards for the percentage of blocking, which requirements will be provided by the Company.

Deliverable: This information will be provided in each Design Review Report identifying the following: number of channels and erlangs per sector, cell configuration, capacity cells.

#### 6. Build Verification

Definition: Verification of site build and antenna placement determining whether site is built according to the Contractor's specifications.

Procedure: Contractor will verify that sites are built with correct antenna placement and orientation. Installation accuracy will be reviewed in relation to construction specifications based on antenna and cable run sweeps.

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Deliverable: Build verification check sheet will be completed and provided to the Company. The Company will authorize any modification of the Work, which will be verified by Contractor.

Deliverable Time Line: Check sheet completed within [\*\*\*] of request for verification by the Company.

## C. Optimization

System optimization support will be provided by RF using Contractor provided optimization tools (primarily using items from Ericsson). The optimization is divided into the following sub-tasks:

### 1. Site Specific Optimization

Definition: Site specific parameters will be recommended by Contractor and Contractor will put in specific format of Ericsson for switchloading.

Procedure: As the sites are integrated into the network, Contractor will set the parameters, test the site for coverage and hand-offs, and verify the link balance. Any software parameter changes will be implemented by the Company and verified by Contractor and any RF configuration changes will be recommended to the Company. Contractor will test the features and originate and terminate a call per sector.

Deliverables: All information regarding a particular site will be recorded and presented to the Company.

Deliverable Time Line: Within [\*\*\*] after the site is in service and available for testing.

### 2. Network Verification Drive

Definition: Network-wide drive test to establish performance benchmarks.

Procedure: A network wide drive test will be performed by Contractor. This will provide the data required to establish the network coverage and quality statistics and to identify any marginal service areas. System performance benchmarks will then be established as a result of the tests.

Deliverables: A system wide performance report will be developed by Contractor identifying areas of poor coverage, interference, incorrect site parameters, and an action plan to correct these performance deficiencies within [\*\*\*] after the network-wide drive test is completed.

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### 3. Pre-launch Optimization Process

Pre-Launch optimization will be carried out by Contractor to verify the correct operation of the network, identifying the coverage area of each site, validating parameters and neighbors, and documenting performance benchmarks that meet the specified grade of service. It provides vital data for the post-launch optimization engineers who may implement RF configuration changes to improve the overall coverage of the network, and who change software parameters to maintain the integrity of the system as the traffic load increases. The documentation produced in the process shall accurately reflect the network performance statistics. The percentage of dropped calls will meet AT&T standards.

### 4. FAA

The Contractor will provide all reasonably necessary information to the Company approved airspace analysis contractor. Contractor will not be responsible for filing FAA forms.

### 5. FCC

RF will furnish to the Company all reasonably necessary information required for PCIA and FCC filings as requested in writing by the Company. Contractor will not be responsible for filing FCC forms.

### 6. Zoning Support

Contractor will provide technical support, as reasonably necessary to support land use planning, jurisdictional hearings and zoning functions. This may consist of providing plots from drive testing, and the propagation model or written justifications defending an application for a variance. Contractor agrees to provide expert testimony as required for zoning hearings at its published hourly rates.

Exhibit B

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PRICES

B.1 Price Per Site. This Agreement calls for the Company to pay for each  
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cell site (each, a "Site") on a fixed price basis of [\*\*\*] per Site. If Contractor does not license hardware or software to the Company upon completion of a Site, the price per Site shall be [\*\*\*]. Contractor is hiring and relocating engineers and making commitment to them and to others based on these representations.

B.2 Schedule Of Payments. Subject to Section 5 of this Agreement, the  
-----  
Company shall pay the Prices to Contractor for each Site in [\*\*\*] equal installments of [\*\*\*], each due and payable upon the following events:

[\*\*\*]

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B.3 Incomplete Sites. If work is halted on a particular Site due to

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change of plan or another reason not caused by Contractor, the Company shall pay Contractor the Price on a pro-rata basis under which Contractor shall be paid in full for completed benchmarks and in part for incomplete benchmarks.

B.4 Additional Services. If the Company requests Contractor to provide

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additional RF Engineering or other services not specifically delineated in this Agreement during the Term, the Contractor shall pay for those services consistent with Section 5 of this Agreement, at Contractor's standard hourly billing rates then in effect. For 1997, Contractor's standard hourly rates are as follows: [\*\*\*] per hour for Associate Engineers, [\*\*\*] per hour for Design Engineers, [\*\*\*] per hour for Senior Engineers, and [\*\*\*] per hour for Project Managers.

B.5 Expenses. The Prices for a Site include compensation for the

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following expenses:

[\*\*\*]

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All other expenses not explicitly listed in Section B.5 shall be borne by the Company, including but not limited to [\*\*\*].

B-3

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Amendment No. 1 to be duly executed as of the date and year first written above.

TRITON PCS OPERATING COMPANY L.L.C.  
By: Triton Management Company, Inc.,  
its Manager

By: /s/ Abbas Borghei  
-----  
Name: Abbas Borghei  
Title: Corporate Director of  
Engineering & Operations

WIRELESS FACILITIES, INC.

By: /s/ Massih Tayebi  
-----  
Name: Massih Tayebi  
Title: C.E.O.

EXHIBIT A

Services

1. Corporate RF Emissions Policy (the "Policy")
  - 1.1 Contractor shall develop and provide for Company review and comment a Corporate Policy for RF Emissions Exposure Management.
  - 1.2 Contractor shall incorporate all Company comments and provide no less than 3 copies of the final document.
  - 1.3 The document shall conform with and satisfy the requirements of OSHA, FCC, and other agencies having jurisdiction over the control of RF Emissions.
2. Training
  - 2.1 Contractor shall develop a training program to implement the requirements of the Policy.
  - 2.2 Contractor shall provide not less than [\*\*\*] training sessions (corporate and each region) for Company staff and third parties. Training shall be appropriate to the audience (management, engineers, technicians, site acquisition specialists, and construction supervisors).
  - 2.3 Contractor shall test and certify all participants in the training program.
3. Site RF Emissions Evaluation and Documentation
  - 3.1 Company shall provide no less than [\*\*\*] sites for Contractor's evaluation.
  - 3.2 Company's site acquisition contractor will coordinate access to the sites.
  - 3.3 Contractor shall examine all the sites thoroughly to determine which sites require a complete evaluation.
  - 3.4 Contractor shall perform an initial theoretical and analytical evaluation on the sites that are not categorically exempt to demonstrate compliance or identify the need for further study.
  - 3.5 Contractor shall perform an initial theoretical and analytical evaluation on a small portion of the sites (15%) that are categorically exempt and demonstrate and document compliance.
  - 3.6 Contractor shall perform actual field measurements on the sites that fail the theoretical and analytical studies (all sites that have predicted limits exceeding the FCC exposure limits or that have EMF limits within 80% of the FCC limits).

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- 3.7 Contractor shall recommend the necessary steps to ensure compliance.
- 3.8 Contractor shall provide all the necessary recommendations and procedures such as proper display of warning signs, fences, etc., for sites with areas which have power densities in excess of the limits.
- 3.9 Contractor shall provide a site safety plan for each site with limits exceeding the recommended FCC specifications.
- 3.10 Contractor shall provide a generic site safety plan for categorically exempt sites



4. Project Management

- 4.1 Contractor shall provide to Company for approval a project plan for all Services prior to the execution of the Services.
- 4.2 Contractor shall provide a clearly defined site evaluation procedure for Company review and approval prior to executing the Services.
- 4.3 Contractor shall maintain a database of all developed data and provide an electronic copy prior to final payment for Services.
- 4.4 Contractor shall provide a bi-weekly report (3 copies) containing all analysis and measurement data and a summary of project progress to date.
- 4.5 Contractor shall provide a monthly report (3 copies) with site analysis, data and results and a summary of project progress to date.
- 4.6 Contractor shall provide a final report (3 copies) containing all sites and the necessary information to demonstrate compliance and all recommendations prior to final payment for Services.

5. Resources

- 5.1 Contractor shall allocate the necessary well trained staff and necessary tools (both software and hardware) in each region to complete this project by 12/31/98.
- 5.2 Contractor shall provide a Contractor's expense all tools, software, hardware, computers, measurement equipment, field strength meters, spectrum analyzers, antennas or probes and any other equipment required to perform the Services.
- 5.3 [\*\*\*].

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EXHIBIT B

Prices

The number of sites shown in the table are for the total number of sites that require analysis.

# of Shares	Price Per site for	
	Evaluation only	Evaluation, Analysis & Measurement
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

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TRITON PCS OPERATING COMPANY LLC  
375 Technology Drive  
Malvern, PA 19355

October 19, 1998

Wireless Facilities, Inc.  
9725 Scranton Road, Suite 140  
San Diego, CA 92121

Ladies and Gentlemen:

We refer to the Master Services Agreement dated as of January 19, 1998 (the "Agreement") between Triton PCS Operating Company L.L.C. ("Triton") and Wireless Facilities, Inc. ("WFI"). Capitalized terms not otherwise defined in this Letter Agreement have the same meanings as specified in the Agreement.

Triton and WFI hereby agree that, effective as of the date of this Letter Agreement, the Agreement is amended by replacing Exhibit B attached thereto with Exhibit 1 attached hereto. The Prices set forth on Exhibit 1 shall apply only to search rings issued before the date of this Letter Agreement. The Prices set forth on Exhibit B shall apply to search rings issued before the date of this Letter Amendment.

Except for the foregoing change, all other terms and conditions of the Agreement shall remain the same and continue in full force and effect, and the Agreement, as amended hereby, shall constitute the legally valid and binding obligation (to the extent specifically provided therein and herein) of the parties hereto enforceable in accordance with its terms. If WFI agrees to the terms and conditions hereof, please evidence such agreement by having an authorized signatory execute this letter where indicated below and return a copy to us at the address set forth above.

Very truly yours,  
TRITON PCS OPERATING COMPANY L.L.C.,  
By: Triton Management Company, Inc.  
its Manager

By: /s/ Clyde Smith  
-----  
Name: Clyde Smith  
Title: Executive Vice President

AGREED TO AND ACCEPTED AS  
OF THE DATE FIRST ABOVE WRITTEN BY:

WIRELESS FACILITIES, INC.

By: /s/ Masood K. Tayebi  
-----  
Name: Masood K. Tayebi  
Title: President

B.5 Expenses. The Prices for a Site include compensation for the  
-----  
following expenses:

[\*\*\*]

All other expenses not explicitly listed in Section B.5 shall be borne by  
the Company, including but not limited to [\*\*\*].

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TRITON PCS OPERATING COMPANY LLC  
375 Technology Drive  
Malvern, PA 19355  
November 2, 1998

Wireless Facilities, Inc.  
9725 Scranton Road, Suite 140  
San Diego, CA 92121

Ladies and Gentlemen:

We refer to the Master Services Agreement dated as of January 19, 1998, as amended by the Letter Amendment dated October 19, 1998 (as so amended, the "Agreement") between Triton PCS Operating Company L.L.C. ("Triton") and Wireless Facilities, Inc. ("WFI"). Capitalized terms not otherwise defined in this Letter Agreement have the same meanings as specified in the Agreement.

Triton and WFI hereby agree that, effective as of the date of this Letter Amendment, the Agreement is amended as set forth below:

1. Exhibit A to the Agreement is amended by adding thereto to the following Section D:

D. Maintenance of RF Network Performance ("Maintenance Services")

After completion of the Build Verification and Optimization Milestone, the Contractor will provide the services set forth below with respect to each launched site. In addition, so long as Contractor performs Maintenance Services under this Agreement, Contractor will maintain where currently located the seven (7) Planet Stations that are currently deployed in Company regions.

1. Dropped call rate analysis per sector. Dropped calls will be categorized due to signal strength, bad quality, timing advancement, etc.
2. Handover attempts
3. Handover failure and success (Ratios, etc.)
4. Call attempt (Completion and Failure)
5. Call Setup completion rate
6. Traffic Channel utilization rate
7. Busy hour traffic analysis per sector
8. Network footprint drive test
9. Network quality drive test
10. Frequency planning
11. Network parameter setting
12. Antenna orientation and down-tilt setting
13. Network trouble shooting
14. Competitor footprint test (Twice each year per region)

15. Current 10 worst performance lists of sites per BTA and brief description as to the possible cause of the poor performance and recommended solution
16. Handle all RF related trouble tickets
17. Work with Triton Corporation to evaluate new phones as needed
18. Update frequency plan, neighbor list and all RF parameters on an ongoing basis
19. Daily statistical report to Triton Management, including historical data and

trends, weekly and monthly averages  
20. Investigate and resolve all RF related problems

2. Exhibit B to the Agreement is amended by adding thereto to the following Section B.6:

B.6. Maintenance of RF Network Performance

B.6.1 Contractor will be paid a fee of [\*\*\*] per sit, per month, for the performance of the Maintenance Services set forth in Section D of Exhibit A.

B.6.2 The fee for the Maintenance Services includes compensation for the following expenses:

[\*\*\*]

Except for the foregoing changes, all other terms and conditions of the Agreement shall remain the same and continue in full force and effect, and the Agreement, as amended hereby, shall constitute the legally valid and binding obligation (to the extent specifically provided therein and herein) of the parties hereto enforceable in accordance with its terms. If WFI agrees to the terms and conditions hereof, please evidence such agreement by having an authorized signatory execute this letter where indicated below and return a copy to us at the address set forth above.

Very truly yours,  
TRITON PCS OPERATING COMPANY L.L.C.  
By: Triton Management Company, Inc.  
its Manager

By: /s/ Clyde Smith  
-----  
Name: Clyde Smith

Title: Executive Vice President

AGREED TO AND ACCEPTED AS  
OF THE DATE FIRST ABOVE WRITTEN BY:

WIRELESS FACILITIES, INC.

By:/s/ Masood K. Tayebi  
-----  
Name: Masood K. Tayebi  
Title: President

\* Confidential Treatment Requested

[WFI Letterhead]

April 20, 1999

Mr. Shekhar Deshpande  
Vice President  
Triton PCS Operating Company, L.L.C.  
375 Technology Drive  
Malvern, PA 19355

Re: Letter Amendment Number 3 to Master Services Agreement dated 1/19/98

Dear Mr. Deshpande:

We refer to the Master Services Agreement dated as of January 19, 1998, as amended by the Letter Amendment dated October 19, 1998 and November 2, 1998 (as so amended, the "Agreement") between Triton PCS Operating Company, L.L.C. ("Triton") and Wireless Facilities, Inc. ("WFI"). Capitalized terms not otherwise defined in this letter amendment have the same meanings as specified in the Agreement.

Triton and WFI hereby agree that effective as of the date of this letter amendment, the Agreement is amended as set forth below:

1. Exhibit A to the Agreement is amended by adding the following Section E:
  - E. Fixed Network and Customer Care Engineering Support Services
    - a. Services: WFI will perform fixed network and customer care engineering services as directed by Triton including working with the customer care center to define areas for improvement in engineering and operations and working to resolve such issues.
    - b. Service Fee: WFI will provide engineers to Triton to perform fixed network design services at the hourly rates for additional services as set forth in Exhibit 1 of the amended Agreement.
    - c. Expenses: Travel and other expenses shall be passed through to Triton with an administrative markup of [\*\*\*]%.
    - d. Invoicing: WFI will invoice Triton on a monthly basis for hours worked and expenses incurred during the previous month.

\*Confidential Treatment Requested



e. Staff Assignment: WFI, will identify, based on Triton's requirements, appropriate staff and corresponding classifications on a per project basis. WFI will present this information to Triton for review and approval.

Except for the foregoing change, all other terms and conditions of the Agreement shall remain the same and continue in full force and effect, and the Agreement, as amended hereby, shall constitute the legally valid and binding obligation (to the extent specifically provided therein and herein) of the parties hereto enforceable in accordance with its terms. If Triton agrees to the terms and conditions hereof, please evidence such agreement by having an authorized signatory execute this letter where indicated below and return a copy to us at the address set forth above.

Sincerely,

WIRELESS FACILITIES, INC.

By: /s/ Dee Aliphanah

-----  
Name: Dee Aliphanah  
Title: Vice President

AGREED TO AND ACCEPTED  
AS OF THE DATE FIRST ABOVE  
WRITTEN BY:

TRITON PCS OPERATING COMPANY L.L.C.

By: /s/ Shekhar Deshpande

-----  
Name: Shekhar Deshpande  
Title: Vice President

AMENDMENT NO. 1 TO  
TRITON/WFI MASTER SERVICES AGREEMENT

This AMENDMENT NO. 1 TO TRITON/WFI MASTER SERVICES AGREEMENT ("Amendment No. 1") is executed this 24th day of August 1998, by and between TRITON PCS OPERATING COMPANY L.L.C., a Delaware limited liability company (the "Company"), and WIRELESS FACILITIES, INC., a Delaware corporation ("Contractor").

W I T N E S S E T H

- - - - -

WHEREAS, the Company and Contractor have entered into a Master Services Agreement dated January 19, 1998 (the "Agreement") pursuant to which the Company has engaged the Contractor to provide certain services to the Company in accordance with the terms and conditions set forth in the Agreement.

WHEREAS, the Company and Contractor desire to enter into this Amendment No. 1 to expand the scope of Services provided to the Company by the Contractor.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Exhibit A Services. Exhibit A of the Agreement is hereby amended to include those additional services to be provided by Contractor set forth on "Exhibit A" attached hereto.

- - - - -

2. Exhibit B Prices. Exhibit B of the Agreement is hereby amended to include the pricing schedule set forth on "Exhibit B" attached hereto.

- - - - -

3. All other terms and conditions of the Agreement are hereby ratified and confirmed.

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

SITE DEVELOPMENT SERVICES AGREEMENT  
-----

THIS SITE DEVELOPMENT SERVICES AGREEMENT (Agreement") dated as of the 10th day of December, 1997 ("Effective Date"), by and between Triton PCS, Inc., a Delaware limited liability company or its nominee ("Triton") and Entel Technologies, Inc., a Delaware corporation ("Entel").

WITNESSETH:

WHEREAS, Triton desires to engage Entel to perform services related to the development of a personal communication services ("PCS") system (the "System") to serve the Washington, D.C./Richmond/Norfolk, Virginia Major Trading Area (the "Service Area") comprising certain sites of real property which are designated by Triton from time to time through a letter of authorization ("Authorization Letter") and upon which antennae towers, wires, and/or other ancillary PCS equipment shall be located ("Site");

WHEREAS, Triton desires to enter into an arrangement with Entel for certain services, as hereinafter defined, relating to the development of certain portions of the System, to include site acquisition, zoning, and construction management services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

1. RELATIONSHIP OF PARTIES  
-----

The parties intend by this Agreement to establish an independent contractor relationship. Neither party nor their employees shall be agents or legal representatives of the other party for any purpose, and neither shall have authority to act for, bind, or commit the other party. Entel and Triton agree that this Agreement does not establish a franchise, joint venture, or partnership for any purpose.

2. REQUIRED SERVICES  
-----

Entel shall be assigned a range of sites between [\*\*\*] sites ("Base Number") and [\*\*\*] or more sites ("Maximum Number") to perform site development services ("Site Development Services") for Triton with respect to the System. Entel shall devote such time and resources as are necessary to ensure proper and expeditious completion of its duties hereunder and shall make available to the System the full range of its expertise and experience in constructing wireless systems. Site Development Services shall consist of the services described on Attachment A hereto.

A. Entel Deliverables; Reporting; Approval by Triton. Within 10  
-----  
business days after execution of this Agreement, Triton and Entel shall agree upon and prepare a detailed schedule for the completion of Site Development Services on a site-by-site basis, which schedule shall become Attachment B to this Agreement. The schedule shall contain, at a minimum, milestone dates for completion by Entel of Site Acquisition, Site Zoning, and Site Construction Services (each as defined in Attachment A). This Agreement shall automatically terminate if the parties are unable, after good faith negotiations, to agree to a schedule within the allotted 10 business days; provided, however, in the  
-----  
event of such termination, Triton shall pay to Entel all professional fees and out-of-pocket expenses incurred by Entel prior to such termination, which fees shall not exceed \$[\*\*\*]. Following approval of this schedule by Triton, Entel shall, thereafter, for the term of this Agreement, provide Triton with not less than a written weekly report outlining the progress made to attain the schedule previously submitted. Any change in schedule which results in a time extension of one week or greater on an individual site basis shall be clearly noted and the reasons therefore shall be explained in writing. Triton may, at

\* Confidential Treatment Requested

its sole discretion, agree to a time extension from the detained schedule originally provided. Entel shall attend all project meetings reasonably requested by Triton.

- B. Payments to Contractors. Triton shall be responsible for making -----  
all payments due to contractors and subcontractors selected by Triton to perform services at the Sites. Notwithstanding the foregoing, Triton, at its option, may require Entel to contract directly with all trade contractors and subcontractors for provision of services at the Sites. Should Triton exercise such option, Entel shall be responsible for disbursing funds for payment only to those contractors, subcontractors, material providers, and other service providers engaged by Entel directly. Entel shall present copies of all such invoices relating to construction of the Sites to Triton, and Triton shall then provide Entel reimbursement of such disbursements plus [\*\*\*] within thirty (30) days of Entel's submission of said invoices to Triton.

3. PERSONNEL  
-----

- A. Entel Employees and Agents. Entel may elect to rely upon its own -----  
employees and agents for the performance of services under this Agreement to the extent it, in its sole discretion, deems such action to be necessary or advisable. Triton reserves the right to approve Entel employees and/or contractors assigned to perform services under this Agreement.
- B. Independent Contractors. Entel may engage independent contractors -----  
at Triton's consent to perform Site Development Services. Entel shall be responsible for selecting and contracting such independent contractors.
- C. Self Dealing. Entel may rely upon its employees in accordance -----  
with Section 3 (B) above and, in addition, it may provide or contract with an affiliate of Entel with Triton's consent at fair market rates in accordance with competitive bids to provide goods or services beyond those which its employees would perform, if it deems the same to be necessary or advisable for construction of the Sites. Entel will not, nor will any of its affiliates, receive any compensation other than as set forth in Section 4 and 6 herein as a result of, arising from, or relating to Site Development Services. If any such compensation would have otherwise been payable, Entel agrees to transfer the benefit of such compensation to Triton.
- D. Prohibition of Solicitation. During the term of this Agreement, -----  
neither party shall solicit nor accept for employment any employees of the other party without the express written consent of the other party.

4. COMPENSATION  
-----

- A. Reimbursement. Entel's compensation hereunder, as described in -----  
Section 4 (B), shall be inclusive of any and all out-of-pocket expenses, as described in Section 5, incurred by Entel in the performance of its obligations hereunder. Any extraordinary or other expenses which Entel anticipates incurring which are not customarily incurred in the ordinary course of business must be approved by Triton prior to the expenditure in order for Entel to receive reimbursement for such expenditures.
- B. Milestone Rates. In consideration for performance of the Site -----  
Development Services, Triton shall compensate Entel the Milestone Rates set forth below:

	Milestone Services	Milestone Rates
(i)	[***]	[***]
(ii)	[***]	[***]
(iii)	[***]	[***]

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- (iv) [\*\*\*] [\*\*\*]
- (v) [\*\*\*] [\*\*\*]
- (vi) [\*\*\*] [\*\*\*]

- C. Alternative Sites. In the event Triton elects to withdraw a Site  
-----  
assigned to Entel under the Authorization Letter or terminate this Agreement in accordance with Section 8 hereof, Triton shall give Entel notice of such withdrawal, and shall pay Entel [\*\*\*]% of the installment due for a Milestone Service which has been completed prior to the notice of withdrawal or termination and time and materials for a Milestone Service in process since the last completed Milestone in accordance with the rates set forth in Section 4 (B).
- D. Additional Services. In the event Triton desires Entel to perform  
-----  
isolated tasks associated with a Site not set forth on Attachment A, Triton shall pay Entel at its standard hourly rates listed on Attachment C.
- E. Statements. Entel shall provide Triton with statements showing in  
-----  
reasonable detail the calculation of Milestone Rates earned during the last calendar month not more than thirty (30) calendar days following the end of each calendar month. The Milestone Rates shall be paid by Triton to Entel within thirty (30) days following such submission of invoices by Entel unless disputed by Triton as provided below.
- F. Disputes. If Triton disputes the amount of expenses or fees claimed by  
-----  
Entel, Triton shall notify Entel in writing before payment is due, shall include in such notice the factual basis for the dispute, and shall pay when due all amounts not in dispute.
- G. Applicability of Section. Payment shall be due Entel from Triton under the provisions of this Section with respect to all Site Development Services performed by Entel for Triton from and after the Effective Date.

5. NON-REIMBURSABLE COSTS  
-----

Entel's compensation, described in Section 4 (B), is inclusive of the following out-of-pocket expenses:

[\*\*\*]

6. REIMBURSABLE COSTS  
-----

As described in Section 2(B), Triton, at its option, may require Entel to contract directly with third parties, trade contractors, and subcontractors for provision of services at the Sites. The following expenses shall be considered pass through costs and shall be reimbursed to Entel as additional compensation in accordance with the terms and conditions, as described in Section 2(B):

[\*\*\*]

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[\*\*\*]

7. TERM

----

The Agreement shall have an initial term of [\*\*\*] commencing on the Effective Date. The Agreement shall be renewed automatically for additional [\*\*\*] terms unless one party notifies the other party of an intent to cancel the Agreement at the end of its then current term by written notice delivered at least [\*\*\*] prior to the end of the then current term.

8. TERMINATION.

-----

A. In addition to its rights to terminate this Agreement in accordance with Section 2 and Section 14:

- i. Triton may terminate the Agreement upon written notice thereof if there is a material breach of the Agreement by Entel (including, without limitation, Entel's failure to provide either timely or quality Site Development Services); or
- ii. Triton may terminate the Agreement upon written notice thereof if Entel shall: (i) become insolvent; (ii) make an assignment for the benefit of creditors; (iii) file a voluntary bankruptcy petition; (iv) acquiesce to any involuntary bankruptcy petition; (v) be adjudicated bankrupt; or (vi) cease to do business.

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- B. Entel may terminate the Agreement on [\*\*\*] written notice in the event of any of the following:
- i. a material breach of the Agreement by Triton, which has not been cured within [\*\*\*] of Triton's receipt of written notice of such breach from Entel; or
  - ii. Triton shall: (i) become insolvent; (ii) make an assignment for the benefit of creditors; (iii) file a voluntary bankruptcy petition; (iv) acquiesce to any involuntary bankruptcy petition; (v) be adjudicated bankrupt; or (vi) cease to do business.
- C. After receipt of such written notice of termination, but prior to the effective date of such termination, Entel shall continue to perform under the Agreement unless specifically instructed by Triton to discontinue such performance. Entel will be entitled to Milestone Rates payable in accordance with Section 4 hereof, which accrue through the date of discontinuance of performance on the basis of activities preceding the discontinuance of performance.

9. CONSENT TO JURISDICTION

-----

The parties hereby irrevocably (i) submit to the jurisdiction of any Pennsylvania state court or federal court sitting in the Commonwealth of Pennsylvania with respect to any suit, action, or proceeding relating to this Agreement or any related agreement, (ii) waive any objection which they may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum, (iii) waive the right to object that any such court does not have jurisdiction over them, and (iv) consent to the service of process in any such suit, action, or proceeding by the mailing of copies of such process to the parties by certified mail to the addresses indicated in this Agreement or at such other addresses of which the parties shall have received written notice. Nothing herein shall preclude any party from enforcing any judgment obtained in the Commonwealth of Virginia in any other jurisdiction.

10. CONDITIONS, REPRESENTATIONS AND WARRANTIES

- 
- A. Representations and Warranties. The parties represent and warrant to ----- one another that they have full power and authority to enter into and perform this Agreement and that execution of this Agreement and their performance of their respective obligations hereunder do not and will not violate any agreement between either such party and any third party or any obligation of either such party to any third party, including, without limitation, any non-compete agreement or similar obligation.
- B. Entel warrants that it has complied with all applicable federal, state, and local registration and licensing requirements to enable it to act as an independent contractor under the terms of this Agreement.
- C. Entel has the skill necessary to perform the services required pursuant to this Agreement, and all Site Development Services provided by Entel shall be timely and performed in a professional manner and shall be of a high grade nature and quality, commensurate with that which is customary in the industry.
- D. Each of the employees and subcontractors utilized by Entel for Site Development Services hereunder shall be of the highest professional skill and quality. At any time, Triton has the right to require the removal of any employee or subcontractor utilized or supervised by Entel, at Triton's sole discretion.
- E. Entel shall pay all applicable local, state, and federal withholding and insurance amounts when due and shall comply with all applicable minimum wage requirements with respect to its employees.

- F. Entel will during the term of this Agreement maintain insurance policies sufficient to protect its business against all applicable risks. Without limiting the scope of the foregoing, Entel shall maintain: Commercial General Liability coverage in an amount of not less than \$1,000,000 per occurrence for bodily injury or death, personal injury, and property damage liability; and for all motor vehicles used by employees during the course of this Agreement, liability and property damage insurance in the amount of \$1,000,000. Entel agrees to name Triton as additional insured under the above coverages. Entel will secure and maintain all required insurance for its employees during the term of this Agreement. All subcontractors or other agents hired by Entel under the terms of this Agreement must adhere to the conditions contained in this paragraph, which shall be paid by subcontractor, and Entel shall provide Triton with a copy of said insurance. Entel shall provide Triton with evidence of such insurance prior to commencement of work under this contract and as otherwise reasonably requested by Triton.
- G. Covenants. The parties covenant and agree to use their best efforts to ----- cooperate with each other in the performance of their respective obligations under the Agreement and to take no action that will interfere with the performance by the other party of such obligations.

11. ASSIGNMENT  
-----

Assignment to Third Parties. Triton may freely assign its rights and ----- obligations hereunder. Except as specifically permitted herein, Entel may not assign or transfer any right, interest, or obligation hereunder to any third party without the express written consent of Triton, such consent not to be unreasonably withheld or delayed; provided, however, Entel may freely ----- assign this Agreement to any affiliate of Entel upon written notice to Triton. Any purported assignment in violation of this Section shall be void.

12. INDEMNIFICATION  
-----

- A. Except as a result of Entel's gross negligence or willful misconduct, Triton agrees to defend and indemnify Entel for and hold it harmless from any and all claims, actions, damages, or other liabilities (including reasonable attorneys' fees) incurred by Entel as the result of any act, error, omission, non-performance by negligence, or wrongful act of Triton arising directly out of the performance of this Agreement.
- B. Except as a result of Triton's gross negligence or willful misconduct, Entel agrees to defend and indemnify Triton for and hold it harmless from any and all claims, actions, damages, or other liabilities (including reasonable attorneys' fees) incurred by Triton as the result of any act, error, omission, nonperformance by negligence, or wrongful act of Entel arising directly out of the performance of this Agreement.

13. MISCELLANEOUS  
-----

- A. Choice of Law. The Agreement shall be governed by and construed in ----- accordance with the laws of the Commonwealth of Pennsylvania, excluding the conflict of law provisions thereof.
- B. Notice. All notices or other communications hereunder shall be in ----- writing and shall be deemed to have been duly delivered and effective upon receipt if personally delivered, or on mailing if mailed by prepaid overnight express service, addressed to the following (or other addresses as the parties hereto may designate):



to Triton,  
to:  
Triton PCS, Inc.  
Drive, Suite 125  
Malvern, PA 19355  
Attn: President

and  
Triton PCS, Inc.  
9211 Arboretum Parkway  
Richmond, VA 23236  
Attn: General Manager

If to Entel,  
to:  
Entel Technologies, Inc.  
1110 North Glebe Road, Suite 850  
Arlington, VA 22201  
Attn.: Chief Financial Officer

- C. Entire Agreement. This Agreement constitutes the entire agreement of  
-----  
the parties with respect to the subject matters addressed, and shall  
supersede any and all prior negotiations, understandings, and  
agreements with respect hereto.
- D. Modification. This Agreement may be amended only by a written  
-----  
instrument executed by an officer or authorized representative of each  
of the parties.
- E. Binding Effect. The Agreement shall be binding upon and enforceable by  
-----  
and inure to the benefit of the successors, assigns, and transferees  
of the parties.
- F. Further Assurance. The parties shall execute and deliver such further  
-----  
instruments and perform such further acts as may reasonably be  
required to carry out the intent and purposes of this Agreement.
- G. Severability. In case any term of this Agreement shall be held  
-----  
invalid, illegal, or unenforceable in whole or in part, neither the  
validity of the remaining part of such term nor the validity of the  
remaining terms of this Agreement shall in any way be affected  
thereby.
- H. Headings. All section and paragraph titles or captions contained in  
-----  
this Agreement are for convenience only and shall not be deemed part  
of the text of this Agreement.
- I. Pronouns. All pronouns and any variations thereof shall be deemed to  
-----  
refer to the masculine, feminine, neuter, singular, or plural as the  
context may require.
- J. Counterparts. This Agreement may be signed in any number of  
-----  
counterparts, each of which shall be considered an original and all of  
which taken together shall constitute one and the same instrument.
- K. Waiver. The failure of either party to insist upon strict performance  
-----  
of any obligation hereunder, irrespective of the length of time for  
which such failure continues, shall not be a waiver of such party's  
right to demand strict compliance in the future. No consent or waiver,  
express or implied, to or of any breach or default in the performance  
of any obligation hereunder shall constitute a consent or waiver to or  
of any other breach or default in the performance of the same or any  
other obligation hereunder.
- L. Confidentiality. In order to permit Entel to perform its obligations  
-----  
hereunder, Triton may from time to time disclose to Entel confidential  
or proprietary information of Triton ("Confidential Information").  
Entel shall use all Confidential Information solely for the purpose of  
performing its obligations to Triton under this Agreement, and shall  
keep confidential and not disclose to any other person, other than  
employees or agents of Entel who agree to be bound by an equivalent  
undertaking, any Confidential Information. The foregoing restrictions  
shall not apply to any Confidential Information:

- i. which is made public by Triton or which otherwise is or hereafter becomes part of the public domain through no wrongful act, fault, or negligence on the part of Entel;
- ii. which Entel can reasonably demonstrate is already in Entel's possession and not subject to an existing agreement of confidentiality;
- iii. which is received from a third party without restriction and without breach of an agreement with Triton;
- iv. which is independently developed by Entel as evidenced by its records; or
- v. which Entel is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision hereof; provided, however, that, to the extent that it may lawfully do so, Entel shall first have given notice to Triton and given Triton a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

14. EFFECTIVE DATE

Notwithstanding anything herein to the contrary, Triton shall have the right to terminate this Agreement upon written notice to Entel if Triton has not acquired the PCS Licenses for the Service Area from AT&T provided, however, that if Triton fails to obtain such PCS Licenses for the Service Area from AT&T, then Triton shall pay to Entel all professional fees and out-of-pocket expenses incurred by Entel, in accordance with the payment terms under Section 4, prior to Entel's receipt of notification from Triton of Triton's failure to obtain the PCS Licenses.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

TRITON PCS, INC.

ENTEL TECHNOLOGIES, INC.

By: /s/ Steven R. Skinner  
-----

By: /s/ John T. Vento  
-----

Name: Steven R. Skinner  
-----

Name: John T. Vento  
-----

Its: President  
-----

Its: President  
-----

ATTACHMENT A  
-----  
Scope of Work

SERVICES: To enable Triton to develop, deploy, and deliver its PCS network, Entel has been engaged to perform various Site Development Services as more specifically described in the Attachments to this Attachment A ("Services").

Work Item -----	Attachment -----
Pre-zoning	A-1
Pre-Design	A-2
Site Selection	A-3
Site Acquisition	A-4
Site Survey	A-5
Zoning	A-6
Building Permit	A-7
Phase One/NEPA	
Environmental Screening	A-8
Project Reporting	A-9
Geotechnical Report	A-10
FAA Survey	A-11
Construction Management	A-12
Project Management	A-13
Materials Management	A-14

DEFINITIONS: For purposes of this Agreement, the following words will have the following meanings:

"Building Permit Milestone" means completing to the reasonable satisfaction of Triton all Building Permit Services described in Attachment A-7.

"Deliverables" mean any items or work product arising from the performance of Entel's Services under this Agreement and delivered to Entel, including letters of intent, leases, purchase agreements, zoning authorizations, building permits, soil, environmental,, title and site reports and studies, drawings, status reports and similar data, as are to be provided by Entel under this Agreement.

"PCS" Equipment means Triton's towers, antennas, and related equipment necessary to deploy and deliver PCS from Sites in the MTA/BTA covered by this Agreement.

"RF" means Wireless Facilities, Inc.

"Construction Commencement Milestone" means completing all Phase One/NEPA Environmental Project Reporting, Geotechnical Reports and FAA Survey services described in Attachments A-8 through A-11.

"Construction Completion Milestone" means completing all Construction Management, Project Management Services and Materials Management set forth in Attachments A-12 through A-14.

"Lease Milestone" means completing all Site Selection and Site Acquisition services set forth in Attachments A-3 through A-4.

"Site Survey Milestone" means completing all Pre-Zoning and Pre-Design services set forth in Attachments A-1 through A-2.

"Zoning Milestone" means completing all Site Survey and Zoning Services set forth in Attachments A-6 through A-7.

ATTACHMENT A-1

-----  
Pre-Zoning

1. Entel will work with Triton to develop zoning classifications to be utilized in this phase of the project.
2. Entel will identify, within the BTA coverage area as defined by Triton, all zoning jurisdictions within the BTA. Entel will obtain zoning maps and regulations for each jurisdiction, identifying all restrictions, including, but not limited to height restrictions, setback requirements, fence height restrictions, tower fall zones, and other restrictions. Entel will obtain the names and telephone numbers of zoning and building permit contact persons.

ATTACHMENT A-2

-----

Pre-Design

1. Entel will identify and catalog all potential sites available to Triton from site providers that previously leased space to an Entel client or expressed an interest in leasing space to Entel ("Friendly Sites").

ATTACHMENT A-3

-----

Site Selection

1. RF will issue a search ring based on its preliminary design (such design will consider Friendly Sites).
2. RF will deliver search rings to Triton, which will then issue search rings to Entel.
3. [\*\*\*].
4. Entel will identify [\*\*\*] potential candidates for each search ring within [\*\*\*] after receipt of the search ring from Triton. Entel shall have an additional [\*\*\*] to identify potential candidates for additional search rings if Triton has delivered more than [\*\*\*] search rings to Entel within a calendar week. If [\*\*\*] such candidates are not available, Entel will furnish to Triton a written explanation of Entel's reason(s) why unavailable.
5. Triton will approve or reject candidates or re-design a search ring at Triton's option.
6. Entel will utilize necessary resources to comply with Triton's established scheduled time lines in accordance with Section 6 of the Agreement.
7. Entel will provide search ring reports containing the following minimum information:

- A. BTA
- B. Site name
- C. Acquisition Agent
- D. GPS coordinates
- E. Site locale
- F. Site address or exact location if address unavailable
- G. 4 photos taken from site (photos should be taken for a 360 orientation for a rooftop site)
- H. 4 photos taken of the site
- I. Name of site owner and manager and address (if applicable)
- J. Lessor's name and address
- K. Proposed monthly lease rate/purchase price/term
- L. Physical data (overall structure height, height(s) available to mount antennas, space available for Triton's electronic equipment, distance for coax from antennas to equipment, tower manufacturer and type, primary use of structure, etc.) Additional specifics will be required as needed by Triton.
- M. Presence of transmitters, receivers, or antennas visible in the area including operating frequencies, photographs
- N. Indicate if space available is/has:
  - . clean
  - . phone circuits
  - . ventilation
  - . loading dock
  - . pest infestation
  - . air conditioning
  - . emergency power
  - . moisture/water
  - . 24 hrs/7-day access
  - . elevator to equipment room
  - . adjacent or nearby man-made or natural obstructions
  - . transmitter shelter area - provide drawings
  - . describe exact dimensions and locations
  - . electrical service available
  - . map with street level detail showing site location
  - . additional information to assist with site evaluation

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ATTACHMENT A-4  
-----  
Site Acquisition

Entel shall coordinate closely all site acquisition work with any Third Party.

1. If the site is to be acquired by lease, Entel will be responsible for securing proper execution by the site owner/landlord of the appropriate form of lease with respect to each proposed site. [\*\*\*]. [\*\*\*]. Entel will follow all negotiating guidelines provided by Triton and will not submit any proposed agreement for Triton's consideration that is clearly outside of the provided guidelines .
2. Due diligence with respect to title of all sites to be acquired by Triton (by lease, purchase, or otherwise) shall be performed at the option of Triton as follows:
  - a. acquire an ownership and encumbrance report ("O&E Report") from a nationally known title insurance company satisfactory to Triton which sets forth the same information as required for an ALTA title insurance policy described below relating to the proposed site (to the extent ascertainable by the title company);
  - b. acquire an ALTA title insurance policy on ground leases, insuring that Triton is the owner of the leasehold estate created by the lease covering the site in question, such policy to be issued by a nationally recognized title insurance company acceptable to Triton and to be in such amount and to contain such exceptions to title as are satisfactory to Triton in Triton's sole discretion, and in this regard the title insurance requirements to be followed by Entel with respect to the insuring of the leasehold shall be substantially the same as the title insurance requirements set forth in this Scope of Work for purchase of sites below ;
  - c. perform or coordinate with the subcontractor or third party ("Third Party") to ensure that all applicable due diligence tests and studies have been performed prior to Triton executing the lease to determine to Triton's reasonable satisfaction that the proposed site is suitable for Triton's intended use of it, including, but not limited to:
    - . soil suitability and compaction testing in accordance with Attachments A-10 and A-11 with respect to ground lease sites and vacant land sites only; and
    - . an asbestos survey with respect to sites where Triton's electronic equipment will be located on or in existing improvements constructed prior to 1980, and
    - . a Phase I environmental assessment with respect to ground lease sites, switch sites, and vacant land sites.

In addition, the following tasks shall be performed and confirmed in writing by Entel, or Entel shall coordinate with a Third Party to perform and confirm in writing:

- . legal access to the site;
- . adequate utility service available to the site consistent with specifications provided by Triton to Entel;
- . necessary building permits or other required governmental approvals relating to the construction and installation of Triton's equipment or other improvements at the site;
- . no easements, conditions, restrictions, liens, or other matters exist of record which negatively impact Triton's ability to use the site for its intended purposes, and that there are no delinquent taxes or assessments;

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ATTACHMENT A-4  
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Site Acquisition

(continued)

- . proper zoning for Triton's intended use or whether a zoning change or variance will be necessary;
  - . detailed construction drawings and plans and specifications for all improvements to be constructed or located upon the site obtained by Entel;
  - . resolutions or other appropriate authorizations or consents pertaining to the due execution and delivery of the lease in question by the lessor/owner of the site.
- e. If the site is to be acquired by purchase, Entel shall additionally
- . complete all due diligence items to Triton's reasonable satisfaction which are conditions to Triton's purchase of a site as set forth in a purchase agreement (which is to be substantially in the form provided by Triton to Entel), including, without limitation, all requirements and conditions pertaining to title insurance, survey matters, soil testing, environmental compliance, governmental authorizations and approvals relating to the development of the site for Triton's intended use of it, the availability of adequate utility service and legal access to the site, and any other matters permitted by the terms and provisions of a purchase agreement to enable Triton to reasonably determine whether the site is suitable for Triton's intended use of it;
  - . collect from the seller of the site for delivery to Triton all documents, surveys, drawings, and other information pertaining to the site which the seller is required to deliver to Triton pursuant to the terms of a purchase agreement;
  - . provide preliminary closing statement figures to Triton with respect to the purchase of the site not less than ten (10) days prior to the projected closing date; and
  - . assure that all requirements of the title company with respect to the issuance of its policy of owner's title insurance are satisfied prior to the closing date to the extent feasible, but if Triton completes the purchase of a site with outstanding title requirements unsatisfied, and Entel has so advised Triton in writing thereof, then Entel has no liability or responsibility to Triton with respect to any such unsatisfied requirement.



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SITE SURVEY

1. Entel will obtain and deliver to Triton an ALTA/ACSM minimum standards survey with such additional items as may be required by Triton, certified by a licensed surveyor, and site plan/architectural drawings required by local zoning authorities. (Entel may subcontract this work locally.) Survey drawings shall include, without limitation:
  - a. site name and number;
  - b. legal description of parcel, access road easement and utility easement;
  - c. relationship of site parcel to adjacent property boundaries by distance and direction;
  - d. site parcel and adjacent parcels by map and parcel number, by deed book and page, and by ownership;
  - e. name, telephone number, and address of surveyor and office contact;
  - f. the location of all matters described in recorded instruments affecting the site if capable of being shown on a survey;
  - g. results of flood plain determination.
  
2. Entel will secure and deliver to Triton any required survey plats, mylars, exemption plats, or other survey documents required along with any required signatures.

ATTACHMENT A-6

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ZONING

1. Entel will prepare and submit all zoning applications and appeals with required drawings and other related materials and it will obtain any required zoning approval.
2. Entel will attend all required hearings and represent Triton at Triton's request.
3. Entel will determine needed compliance with any subdivision regulations for purchased sites.
4. Entel will involve legal counsel only in zoning situations in which Triton agrees legal representation is warranted.
5. Entel will provide staffing, at its expense, and the necessary associated equipment to scan photographs into a document format. If further enhancement is required to create special presentation quality materials for a landlord or zoning approval, Triton agrees to the use of a Third Party at its specific approval and expense.

ATTACHMENT A-7  
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BUILDING PERMIT

1. Entel shall apply for, coordinate/track, and obtain building permit.

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PHASE ONE/NEPA ENVIRONMENTAL SCREENING

Within a reasonable period after Triton has approved a primary site candidate for a search ring:

1. Entel agrees that within its scope of work shall be included a comprehensive investigation and completion of NEPA checklist for all actual or potential federal, state, local, or other jurisdictional environmental requirements, including, but not limited to, the SARA Title II and Federal Communications Commission regulations regarding Environmental Assessments (e.g., FCC Rules on Environmental Impact, 47 C.F.R. 1.11307) referred to as "Environmental Screening." Triton shall complete, execute, and submit a fully executed original NEPA Checklist for each site. The NEPA Checklist shall be in the form acceptable to Triton and shall include, without limitation, whether a proposed site:
  - a is located in an officially designated wilderness area;
  - b is located in a designated wilderness preserve;
  - c may affect threatened or endangered species or their habitats;
  - d may affect sites listed on the National Register of Historic Places;
  - e may affect Indian religious sites;
  - f is located in a flood plain;
  - g may involve a significant change in surface features;
  - h whether an antenna tower to be equipped with high intensity white light would be located in a residential neighborhood.
2. Entel agrees that it shall engage an environmental consultant to perform a Phase One Environmental Assessment ("Phase One") in accordance with Triton standards. The results of such assessment shall be delivered to Triton in writing.
3. At Triton's option, Entel will coordinate activities required to complete the Environmental Screening requirement on radio frequency emissions to determine whether the proposed facilities are located where an operator or transmitter would cause human exposure to levels of radio frequency radiation in excess of the limits specified in Subsections 1.1310 and 2.1093, 47 C.F.R. (Applications to the FCC for construction permits, licenses to transmit or renewals thereof, equipment authorizations, or modifications in existing facilities must contain a statement confirming compliance with the radio frequency limits unless the facility, operation, or transmitter is categorically excluded as discussed in Subsection 1.1307. Technical information showing the basis for this statement must be submitted to the FCC upon request.) This particular Environmental Screening requirement shall be sufficient to uncover the impact or potential impact of any such jurisdictional requirements, including, but not limited to, regulatory filings, hearings, approvals and/or fees, site sampling, testing, or relocation of the site requirements.
4. Entel agrees that the results of any and all Environmental Screening and Phase One performed Third Party shall be reported to Triton. Entel acknowledges that the timely reporting of such information may influence the site acquisition decision, and Entel shall pro-actively work in good faith with Triton to arrive at the optimal site acquisition decision in light of such information. Entel agrees to seek indemnification for Triton from the Third Party for any costs, including reasonable attorneys' fees associated with any environmental remediation, fine, or other penalty imposed on Triton as the direct or indirect result of Third Party's failure to detect such impact or requirement as described in this Attachment A-8. Should Entel not obtain this indemnification for Triton in the Entel/Third Party agreement, Entel agrees to indemnify Triton for any costs, including reasonable attorneys' fees associated with any environmental remediation, fine, or other penalty imposed on Triton as the direct or indirect result of Third Party's failure to detect such impact or requirement as described in this Agreement.

ATTACHMENT A-9  
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PROJECT REPORTING

1. Entel will provide Triton with weekly reports showing project status. This status report will be put into a format acceptable to Triton. Report information will be transmitted to Triton via electronic means. Each status report must include all the following items. Next to each task must be included the date it was completed or the expected date of completion.
  - a BTA name
  - b Cell name
  - c Grid ID
  - d Site ID
  - e Acquisition received search ring
  - f Search area report delivered to RF
  - g Site approved by RF, Entel & Triton
  - h Draft lease/option delivered to Triton
  - i Legal review of lease/option complete
  - j Lease execution
  - k Lease memo recorded
  - l Loading study complete
  - m Survey and site plan complete
  - n Soil borings complete
  - o Flood way investigation complete
  - p Lien and title insurance complete
  - q Phase I NEPA checklist complete
  - r Zoning approved
  - s Building permit obtained
  - t Property closed
  - u Site released to construction
  - v FAA approval
  - w Construction started
  - x Construction completed
  - y Summary report of number of sites at each above stage by completion
2. Additional items to report may be added to the above list as reasonably determined necessary by Triton.

ATTACHMENT A-10  
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GEOTECHNICAL REPORT

1. Entel will use Third Party to obtain geotechnical report for applicable land sites. Geotechnical report shall be completed in accordance with Triton standards and laws of any applicable jurisdiction.

ATTACHMENT A-11

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FAA SURVEY

1. FAA Surveys are to be coordinated and tracked by RF, except as otherwise specified by Triton.

ATTACHMENT A-12  
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CONSTRUCTION MANAGEMENT

y) Pre-construction Planning

In support of the pre-construction planning requirements, Entel will complete the following activities:

10. Receive in a recordable form a Memorandum of Lease and any Subordination and Non-Disturbance Agreements for signature by applicable parties, substantially in forms provided to Entel by Triton.
20. Conduct construction feasibility assessments with all applicable subcontractors to assess construction costs, identify potential problems, and develop the most efficient design for each of Triton's sites. Coordinate the production and review of all construction drawings to ensure compliance with Triton's specifications and requirements.
30. Coordinate and manage new service requests, field surveys, and the installation of power and telephone service to ensure that new utility service is supplied on time and in compliance with Triton's specifications. Act as a liaison with local building jurisdictions to ensure that construction permits are expedited and that questions are answered or additional information is provided as required.
40. Qualify and select Construction Subcontractors. Develop and deliver request for quotation packages and systematically evaluate the responses. Each subcontractor is required to participate in a thorough qualification process during which Entel will ensure that each is fully insured and has obtained all required local, state, and federal licenses and certifications. Review safety programs and records, references, and the financial viability of all subcontractors. Coordinate subcontractor's selection activities with Triton. 50. At Triton's request and additional expense (i) procure materials and supplies from wireless industry suppliers and manufacturer and (ii) implement a customized inventory management system, designed to effectively control material orders and their distribution.
60. Develop a Master Construction Plan that includes a detailed schedule for each of Triton's sites. Entel shall continuously monitor and update to ensure compliance with project milestones.

6. Construction Execution

In support of construction execution, Entel will:

10. Conduct pre-construction meetings with subcontractors, property managers, and utility service providers to ensure that construction objectives, property owner concerns, and site-specific requirements are understood and agreed upon by all parties involved in the buildout of Triton's network.
20. Provide on-site supervision of all construction activities to minimize disruption to property owners and to ensure adherence to construction specifications and standards, and complete construction in compliance with Triton's construction schedule.

2. Quality Assurance

As part of its quality assurance services, Entel will:

1. Conduct a thorough quality assurance inspection upon completion of each site, ensuring that each of Triton's punch list items is resolved within [\*\*\*].
2. Coordinate and attend site inspections with all local building department representatives.
3. Prepare detailed as-built drawings that accurately reflect the installation at each site.
4. Close out each site by compiling and providing Triton with a comprehensive site completion package. This package will create an historical record of everything related to the construction of the site and includes, without limitation, site identification data, construction permit documentation, material reconciliation construction test results, site photographs, and as-built drawings.

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ATTACHMENT A-13  
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PROJECT MANAGEMENT

Entel will provide the following services:

1. Develop and implement a thorough deployment plan which tracks all activities associated with site acquisition and construction management for each site. The deployment plan will clearly articulate schedule dependencies and critical path elements, identify the allocation of resources, and update regularly to reflect the actual deployment.
2. Implement a quality assurance program which ensures that all activities are performed to the highest quality standards.
3. Utilize a comprehensive cost accounting system which will include, at a minimum, procedures for conducting financial transactions, financial tracking and management, and comprehensive financial reporting.
4. Implement comprehensive reporting mechanisms so that detailed site progress is tracked on a daily basis and complete reports are provided when required by Triton.
5. Implement a comprehensive filing system which ensures that all relevant site information is organized and available. Utilize electronic means whenever possible.
6. Manage and coordinate interactions between site acquisition and site construction. Ensure that both formal and informal communications between these Milestone Services are effective and in the best interests of Triton. Manage and coordinate interactions among site acquisition and construction management and other disciplines involved in the system deployment (e.g., RF engineering, network engineering, marketing). Ensure that both formal and informal communications among these disciplines are effective and in the interests of Triton.

ATTACHMENT A-14  
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MATERIALS MANAGEMENT

Entel will provide the following services:

1. Provide Procurement Coordinator(s) at the Triton Project office that will be responsible for all material take-offs, ordering, tracking, coordination of deliveries, and processing of invoices for all material related to the construction of the sites. Triton will order the radio equipment.
2. Use primary vendor(s), selected by Triton, to order all standard material for the construction of the sites.
3. Obtain no less than [\*\*\*] bids from manufacturers of custom and additional items such as electrical, masonry and roofing materials and miscellaneous hardware.
4. Develop detailed bills of material for each site.
5. Present the bills of materials to Triton for review, approval and issuance of a purchase order.
6. Place the order with the supplier using the purchase order generated by Triton.
7. Track the status of the order using both the suppliers material management system and internal project scheduling.
8. Coordinate the time and place for the delivery of material among all parties and schedule appropriate personnel and equipment needed to accept the shipment.
9. Manage back-up material stock, provided by the vendor at a location designated by triton.
10. Ensure that adequate security measures are taken to prevent the loss of materials once they are delivered to the site.
11. Accept and verify the shipments by comparing the original order and the packing slip.
12. Accept, compile and maintain all packing slips (or other form of verification), invoices and other related documents.
13. Review and approve all material invoices for submittal to triton in site invoice packages that include the invoice, a copy of the purchase order and packing slips or other form of verification for final approval and payment by Triton.
14. Provide in the Completed Site Package a form detailing the types and quantities of materials used on the site.

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Attachment B-1

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Critical Dependency Schedule

Recognizing the benefits to both parties that Entel satisfy the Site Development Services Schedule of Attachment B, Triton and Entel agree to exert all commercially reasonable efforts to meet the Critical Dependency Schedule set forth below. Notwithstanding the above, Entel agrees that the Critical Dependency Schedule is non-binding to Triton and its purpose is to illustrate ideal response time. Entel further agrees that any failure to meet the Site Development Services Schedule of Attachment B cannot be overlooked simply by Triton's failure to meet the Critical Dependency Schedule, as set forth in this Attachment B-1, unless Triton's failure is frequent and significantly delinquent.

For purposes of this Critical Dependency Schedule, "Site agreement" means an option to lease or purchase a Site from a site Owner, or a lease for a Site from a Site Owner entitling Triton to accept such lease under the terms and conditions negotiated and approved by Triton and/or to terminate such lease under the termination provisions of such lease.

Item	Time Frame (in business days)
a) Triton to provide Entel with Triton's preliminary acceptance or rejection of Friendly Sites as identified by Entel under Attachment A-2	[***] after Entel completes Pre-Design in section 2 of Scope of Work; if more than [***] friendly Sites are identified to Triton by Entel in any [***] period, Triton shall have an additional [***] to provide Entel with Triton's preliminary approval or rejection of each friendly Site exceeding [***], and [***] additional days for any exceeding [***] in such period.
b) Triton to provide Entel with Triton's preliminary acceptance or rejection of search ring Sites identified by Entel under Attachment A-2	[***] after delivery of Site information to Triton by Entel ([***] if Triton considers it appropriate to radio-test the Site, with such [***] days to begin after access to Site is available); if more than [***] friendly Sites are identified to Triton by Entel in any [***] period, Triton shall have an additional [***] days to provide Entel with Triton's preliminary approval or rejection of each friendly Site exceeding [***], and [***] additional days for any exceeding [***] in such period.
c) Triton to redesign search ring or area where no suitable Sites found (unless redesign is impracticable, in which case Triton shall so advise Entel that no redesign is necessary)	[***] days after request to do so by Entel.

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Item	Time Frame (in business days)
d) As each Site is preliminary accepted by Triton, Triton to communicate to Entel its (Triton's) comments/revisions, if any, to Site Owner's conditions for site agreement(s) for Site	[***] days after receipt of site agreement terms of Site Owner (if more than [***] site agreements are received by Triton in any [***]-day period, Triton shall have an additional [***] days to communicate its comments to Entel for each site agreement received in such period exceeding [***], and [***] additional days for any exceeding [***] in such period).
e) * As to site agreements finally satisfactory to Triton and Site Owner, Triton to execute site agreements (with intention of parties that Entel will then commence in full its due diligent services as set forth in Attachments A-1 through A-8, or sooner if requested by Triton) and Triton may also perform due diligence to ascertain Site feasibility, etc. and at any time Triton determines Site is not feasible, Triton may terminate any such site agreement, and such site will not be deemed an acquired Site.	[***]days after submission to Triton by Entel of site agreements (for each site agreement requiring an initial or upfront payment exceeding [***], Triton has a total of [***] days to obtain its execution).
f) * Triton to give Entel all of Triton's objections/comments on title report for Site	[***] days after submission to Triton by Entel of title report (if more than [***] title reports are received by Triton in any [***]day period, Triton shall have an additional [***] days to give objections/comments on each report exceeding [***]).
g) * Triton to give Entel documents needed to cure title objections for Site (or notice that no documents are satisfactory to Triton for curing such objections)	[***] days after Entel provides Triton with objection.

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Item	Time Frame (in business days)
h) Triton to give Entel approval or disapproval (and reasons for purchase orders/bids submitted to disapproval) of subcontractors of Entel and purchase orders or bids obtained from time to time by Entel	[***] days (as to subcontractors and Triton by Entel upon or within [***] days after execution by Triton of this Agreement), and [***] days (as to subcontractors and purchase orders/bids submitted to Triton by Entel anytime [***] or more days after Triton's execution).
i) i. Triton shall provide Entel all "General Forms" defined and listed on Attachment G hereto	[***] days after initial term commences.
j) Triton shall provide Entel with description of not less than 80% of Triton's desired initial MTA coverage objective	[***] days after initial term commences.
k) Triton shall provide Entel with a description of the balance of Triton's desired initial MTA coverage objective	[***] days after initial term commences.
l) Triton shall provide Entel with general physical equipment specifications	[***] days after execution of this Agreement.
m) Triton to provide to Entel all pertinent Site building permit information involving vendors that Entel does not have direct control over	[***] days after Entel's request for such information, and provided Triton has determined such Site is practical for Triton's effective delivery of PCS from such site. practical for Triton's effective delivery of PCS from such Site.

[\*\*\*].

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Attachment C  
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Triton Standard Hourly Rates

Position -----	Hourly Rate -----
Corporate Staff -----	
Chief Executive Officer	[***]
President	[***]
Account Manager	[***]
Program Management Specialist	[***]
Office Manager	[***]
Account Clerk	[***]
Site Acquisition Staff -----	
Project Manager	[***]
Site Acquisition Team Leader	[***]
Site Acquisition Specialist	[***]
Site Acquisition Project Coordinator	[***]
Zoning Manager	[***]
Legal Assistant	[***]
Database Administrator	[***]
SA Administrative Assistant	[***]
Construction Staff -----	
Construction Manager	[***]
Construction Supervisor	[***]
Construction Project Coordinator	[***]
Utility Permit Coordinator	[***]
CM Administrative Assistant	[***]

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