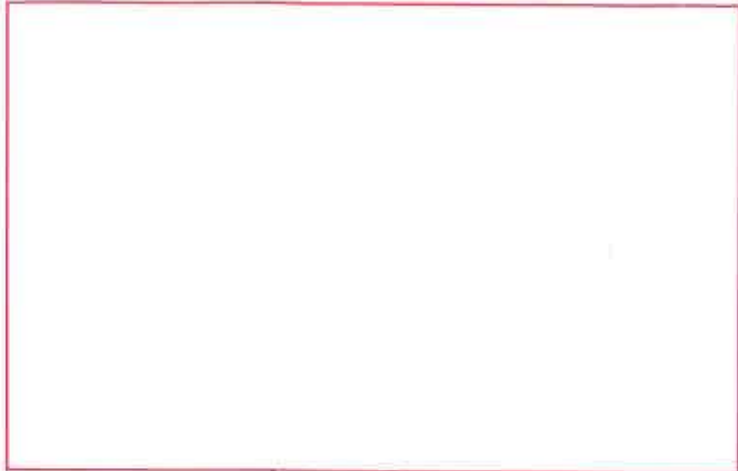
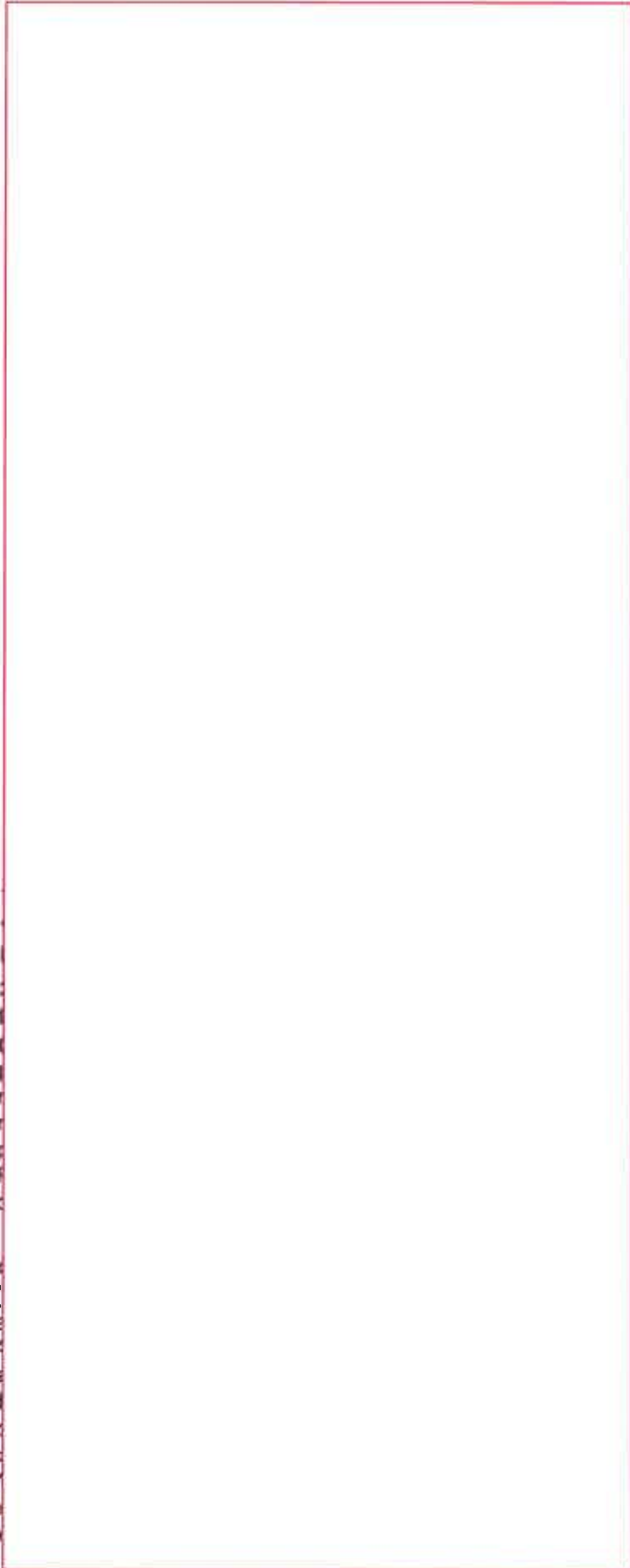


Site Name Executive Tower

Quad No. 232 (CS-05-A)



7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. SSLP shall obtain the written consent of Owner on the final construction drawings prior to commencement of construction of Improvements, which consent shall not be unreasonably withheld, delayed or conditioned. If Owner does not respond to a consent request within ten (10) days, that consent will be deemed provided. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. If Owner replaces the roof of the Building, Owner will not be responsible for any interruption of SSLP's operation of the PCS resulting from such installation; provided, however, Owner shall provide at least sixty (60) days prior written notice thereof to SSLP, and SSLP shall have the option to temporarily relocate the PCS on another area of the roof or elsewhere upon Owner's property in a location mutually acceptable to Owner and SSLP during such roof replacement.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date. If after SSLP's initial installation of its PCS facility, SSLP desires to add additional equipment to the Site, SSLP will resolve technical interference problems with any equipment that is attached to the Site. Likewise, Owner will not permit the installation of any equipment after the Commencement Date which results in technical interference problems with SSLP's initial installation of the PCS facility or then existing equipment.

ORIGINAL

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B and C.

OWNER: Executive Tower of Colorado Springs, LLC

By: _____

Its: Agent, The Equity Group, Danny Mientka

S.S./Tax No.: 84-1272447

Address: c/o The Equity Group, Danny Mientka, Agent
2864 South Circle Drive, Suite 340

Colorado Springs, CO 80906

Date: 4-4-97

SPRINT SPECTRUM L.P., a Delaware limited partnership

By: David Jones

Its: Director, Engineering & Network Operations

Address: 4700 S. Syracuse Street, Suite 600

Denver, CO 80237

Attn: Director of Engineering and Operations

Date: 10/13/97

cc: _____

Sprint Spectrum L.P.

4717 Grand Avenue, 5th Floor

Kansas City, MO 64112

Attn: General Counsel

ORIGINAL

EXHIBIT A*

Site Name Executive Tower

Site Description

Quad No. 232 (CS-05-A)

Site situated within the Owner's property located in the City of Colorado Springs, County of El Paso, State of Colorado commonly described as follows:

Legal Description:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28 IN TOWNSHIP 14 SOUTH, RANGE 66 WEST OF THE 6TH P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE N 00°28'30" W, 94.00 FEET ON THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE N 89°31'30" E, 30.00 FEET TO INTERSECT THE EAST RIGHT-OF-WAY LINE OF JANITELL ROAD AND THE POINT OF BEGINNING OF THE TRACT HEREBY DESCRIBED; THENCE S 87°20'30" E 137.30 FEET; THENCE S 80°28'00" E, 208.80 FEET; THENCE N 01°23'30" E, 750.20 FEET; THENCE S 89°31'30" W 367.14 FEET TO INTERSECT THE EAST RIGHT-OF-WAY LINE OF SAID JANITELL ROAD; THENCE S 00°28'30" E 365.40 FEET ON SAID RIGHT-OF-WAY LINE; THENCE N 89°31'30" E 100.00 FEET; THENCE S 00°28'30" E 100.00 FEET; THENCE S 89°31'30" W 100.00 FEET TO INTERSECT THE EAST RIGHT-OF-WAY LINE OF SAID JANITELL ROAD; THENCE S 00°28'30" E 40.60 FEET ON THE EAST RIGHT-OF-WAY LINE OF SAID JANITELL ROAD TO THE POINT OF BEGINNING.

Also known as: 2864 South Circle Drive, Colorado Springs, CO 80906

ORIGINAL

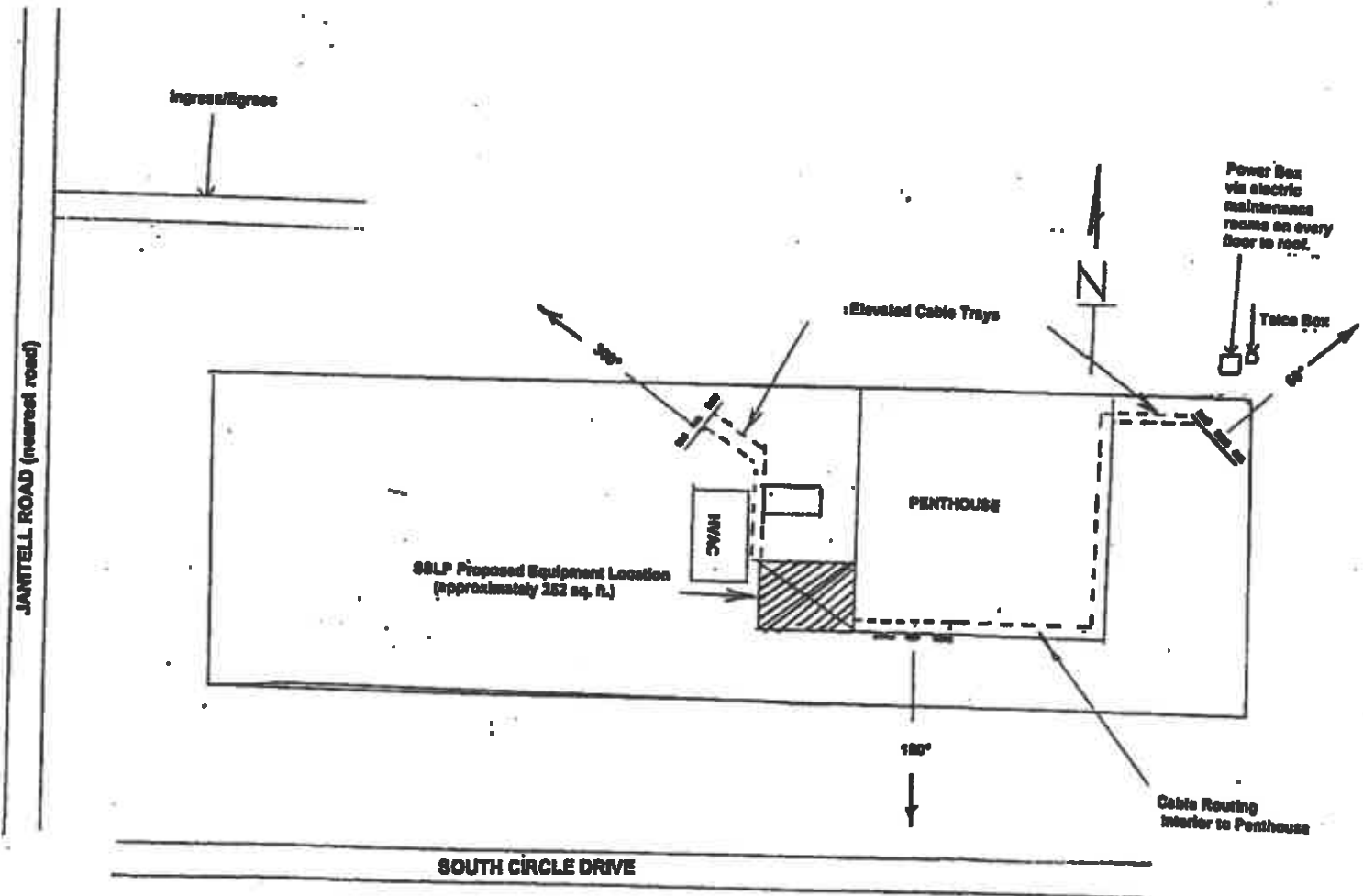
EXHIBIT A*

Site Name Executive Tower

Site Description
Continued

Quad No. 232 (C8-05-A)

Sketch of Site:



(Drawing not to scale)

Owner Initials [Signature]

SSLP Initials [Signature]

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

ORIGINAL

Version 2.1

EXHIBIT B

3-14-87

Site Name Executive Tower

PCS Site Agreement

Quad No. 232 (CS-45-A)

Subordination and Non-Disturbance

The foregoing Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement, and Owner will cooperate with SSLP toward such end to the extent that such cooperation does not cause Owner additional financial liability or administrative expense.

Owner Initials _____

SSLP Initials _____

ORIGINAL

Version 2.1

EXHIBIT C

3-14-97

Site Name Executive Tower

PCS Site Agreement

Quad No. 232 (CS-05-A)

Insurance

SSLP will procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Owner shall be added on such policy as an additional insured.

Owner Initials

SSLP Initials

Handwritten signatures for Owner and SSLP, each written over a horizontal line.

ORIGINAL

