

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Ground Lease") is by and between UNISITE, INC., a Delaware corporation, having a principal place of business at 3450 Buschwood Park Drive, Suite 250, Tampa, Florida 33618 ("Lessee") and Gents Cattle Co., Inc., a corporation, having a principal place of business at 1608 S. Wyoming Ave., Roswell, New Mexico 82201 ("Lessor").

WHEREAS, Lessor is the owner of property having a street address of Highway 54, approximately 1 mile northeast of Pastura, New Mexico located in the State of New Mexico, County of Guadalupe, New Mexico, and hereafter referred to as the "Property". The Property is more fully described on Exhibit "A" attached hereto and made a part of this Ground Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease.

Lessor agrees to lease to Lessee approximately 100' X 100' (10,000) square feet of space, more fully described in Exhibit "B" (the "Premises"). Lessor shall maintain the Property so as not to interfere with Lessee's use of the Premises and rights under this Ground Lease.

2. Use of Premises.

Lessee agrees to use the Premises for the installation, construction, operation and maintenance of a wireless communications transmission and reception facility, including, without limitation, communications equipment pole or tower structures, shelter buildings, telephone, electric and radio cables and other transmission lines, fencing, and other related equipment and facilities (collectively, a "Site Compound") for the use and occupancy by providers of wireless communications services ("Users"). Upon the expiration or termination of this Ground Lease, Lessee agrees to repair any damage to the Premises caused by Lessee, and thereafter the Site Compound shall remain on the Site and become the property of Lessor, unless Lessor requests Lessee to remove the Site Compound and restore the Premises to its condition on the Commencement Date (as defined below), ordinary wear and tear, damage from the elements excepted.

In connection with the Site Compound, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate transformer, meter and main breaker, where required. Lessee or the Site Compound Users shall be responsible for the utilities consumed at its Site Compound at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if an easement is required to obtain and maintain utility services, an easement will be granted by Lessor at an acceptable location agreed to by Lessor and the servicing utility company.

Lessee shall have the right to use whatever measures it deems reasonably appropriate to install and secure the Site Compound on the Premises, provided that it is in compliance with all applicable laws and regulations. Lessor agrees to cooperate with Lessee in making application

for and obtaining, at Lessee's expense, any local, state, federal licenses, permits and any other approvals (the "Approvals") which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain Approvals in a timely manner. If, however, Lessee is denied or is unable to obtain a required Approval, including a written commitment from a User for the Site Compound prior to Lessee obtaining a building permit and commencing construction, Lessee shall have the exclusive right to terminate this Ground Lease within its sole discretion, and no further liabilities under this Ground Lease shall remain in force or effect, including but not limited to the payment of Rent (as defined below).

Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, or Lessee's employees, Users, contractors, subcontractors or agents, which access shall remain unimpeded throughout the Term and any Renewal Term of this Ground Lease.

3. Site Testing.

Lessor acknowledges that Lessee, at its option following full execution of this Ground Lease, may perform engineering surveys, structural analysis reports, Phase I environmental assessments, or any other testing or reports which may be required in order for Lessee to occupy the Premises as described in this Agreement. Lessor agrees to provide to Lessee, upon request, such information as Lessor has in its possession or control regarding the Premises, including title materials, leases, survey plans, environmental assessments, or other reports and copies of permits and approvals. Any materially adverse test results or report will entitle Lessee, at its option, to terminate this Ground Lease.

4. Interference.

After the execution of this Ground Lease, Lessor shall not install or permit the installation of any structure or broadcasting or other communications equipment on the Property which interferes with, alters or restricts the operations of Lessee or its Users, including without limitation radio frequency interference and permitted cumulative radio frequency emissions. Such interference shall be deemed a material breach of this Ground Lease by Lessor. Should such interference occur, Lessor shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference, including, if necessary removing or causing to be removed the equipment causing said interference.

Lessee shall operate its Site Compound, or cause the Site Compound to be operated, in compliance with all Federal Communications Commission regulations.

5. Term.

The initial term of this Ground Lease shall be for a period of fifteen (15) years ("Term") commencing upon the date Lessee is in receipt of a building permit to begin construction of the Site Compound, but in any event not later than one year after the Effective Date (as defined below) (the "Commencement Date"), and shall terminate on the fifteenth anniversary of the Commencement Date, unless sooner terminated in accordance with this Ground Lease. Lessee shall have the right to renew the Ground Lease for three (3) successive five (5) year periods (each a "Renewal Term"), upon the same terms and conditions in effect during the Term. This Ground Lease shall automatically renew for each successive Renewal Term unless Lessee provides written notice to Lessor of its intention not to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term.

6. Rent.

Lessee agrees to pay to Lessor as annual rent the sum of Six thousand ~~four thousand~~ Dollars (~~\$ 4,000~~) \$ 6000.⁰⁰ ("Rent") payable in equal monthly installments on the first day of each calendar month during the Term and any Renewal Term, except that the first payment of Rent shall be made within ten business days following the Commencement Date. In the event the Commencement Date does not fall on the first day of a month, the first and last monthly payment of Rent shall be prorated accordingly. Rent payments shall be payable to Lessor at the address set forth above or at such other address as Lessor shall notify Lessee in accordance with Paragraph 14.

7. Taxes.

Lessee shall pay any personal property taxes, use and occupancy taxes, and increases in real estate taxes, (except roll-back or similar taxes, including interest and penalties) directly attributable to Lessee's use and occupancy of the Premises and the Site Compound. Lessor shall provide evidence of such assessment within a timely manner.

8. Insurance; Waiver of Subrogation.

Lessee, at its sole cost and expense shall provide and maintain, during the Term of this Ground Lease and any Renewal Terms, commercial general liability insurance with combined single limit coverage of One Million Dollars (\$1,000,000). Lessee shall name Lessor as an additional insured on Lessee's insurance policy and provide Lessor with an insurance certificate prior to the Commencement Date. In addition, Lessee shall maintain worker's compensation insurance as required by applicable state law.

Lessee and Lessor release each other from any claims for damage to the Property or to Lessee's Site Compound covered and provided for in its own insurance policies carried by any of the parties which are in full force at the time of such claim and contain a clause to the effect that such release does not effect the policy or the insured's right to recovery thereunder. Lessee and Lessor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damage covered by said insurance policies.

9. Indemnification.

Lessor and Lessee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, (b) a breach of any obligation of the indemnifying party under this Ground Lease, or (c) environmental conditions, unless caused by the indemnified party or its employees, agents, tenants (other than the indemnifying party), contractors, subcontractors or representatives, and, with respect to Lessor's indemnification, any such conditions which are pre-existing Lessee's right to use and occupy a Site. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party.

10. Right to Lease and Warranty of Title.

Lessor represents and warrants that: (a) Lessor has the sufficient right, title and interest in the Property to enter into this Ground Lease and to grant Lessee its rights hereunder; (b) Lessor has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Lessor's performance of its obligations under this Ground Lease; (c) Lessor owns the Property in fee simple and has the right to grant access to and use of the Premises; and (d) so long as Lessee complies with the terms and conditions of this Ground Lease, Lessor shall provide to Lessee quiet and peaceful enjoyment and exclusive possession of the Premises.

11. Assignment.

Lessee shall have the right to assign or transfer its rights under this Ground Lease, to any person or business entity which is a parent, subsidiary or affiliate of Lessee, controls or is controlled by or under common control with Lessee, is merged or consolidated with Lessee or purchases more than fifty percent (50%) ownership interest in or assets of Lessee to which this Ground Lease relates. In all other instances, Lessee shall obtain Lessor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed. Upon any such assignment, so long as Lessee's assignee has assumed all of Lessee's obligations under this Ground Lease, Lessee shall be relieved of all future obligations under this Ground Lease.

12. Default.

No event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Paragraph 14, (a) fails to pay any monetary obligation when due and does not cure such failure within ten (10) days after such notice or (b) commits a material breach of its non-monetary obligations under this Ground Lease and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, the non-defaulting party shall have the right to terminate this Ground Lease after ten (10) days notice to the other party in accordance with Paragraph 14, provided the Default is not cured within said ten-day period.

13. Collateral Assignment.

Lessor hereby (a) consents to the collateral assignment and granting of a security interest from time to time in favor of a third party (a "Secured Party"), whether now or hereafter existing, in and to the Site Compound and Lessee's right, title and interest in, to and under this Ground Lease; (b) agrees to simultaneously provide the Secured Party with a copy of any notice of default under the Ground Lease sent to Lessee and allow the Secured Party the opportunity to remedy or cure any default as provided for in the Ground Lease; and (c) agrees to recognize the Secured Party as Lessee under this Ground Lease upon the written election of the Secured Party so long as any existing default under the Ground Lease has been cured as provided hereunder. Lessor hereby further agrees to permit the Secured Party to remove from the Property or inspect any of the collateral in which the Secured Party has been granted a security interest by Lessee in accordance with any security documents granted in favor of the Secured Party, provided, however, such removal is in accordance with subparagraph 2(a) of this Ground Lease.

14. Notices.

Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessee and Lessor as set forth above, and if to Lessee, with a copy to UNISITE, INC. at address hereinabove. Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

15. Destruction or Condemnation.

If the Premises are damaged or destroyed by casualty or condemned such that Lessee is unable to operate its Site Compound as contemplated in this Agreement, then within sixty (60) days after such occurrence, Lessee may elect to terminate this Ground Lease as of the date of the damage, destruction or condemnation. If Lessee chooses not to terminate this Ground Lease, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises so long as such reduced or abated use exists.

16. Amendment.

No amendment or modification to any provision of this Ground Lease shall be valid unless made in writing and agreed to and signed by the party to be bound.

17. Memorandum of Ground Lease.

Lessor acknowledges and gives Lessee the right to file a Memorandum of Ground Lease in the form attached hereto as Exhibit "C" in the county office where the Property is located. Should the Property be encumbered by any mortgage or deed of trust, Lessor shall make a good faith effort to obtain from mortgagees or trustees existing on the Effective Date, and shall obtain from subsequent mortgagees or trustees, a non-disturbance and attornment Ground Lease in favor of Lessee.

18. Recognition, Consent and Nondisturbance

Any agreements between Lessee and Users for use and occupancy of the Site Compound shall be subject and subordinate to this Ground Lease. Without limiting the foregoing, Lessor shall not, by reason of default by Lessee under this Ground Lease, or by exercise of any remedy against Lessee by Lessor or a User, disturb the use, occupancy or quiet enjoyment of the Premises by any such Users during the Term of, and as provided in, this Ground Lease; provided, however, that Lessor shall not be liable for any act or omission of Lessee.

If there is an early termination of this Ground Lease for any reason, then Lessor agrees not to disturb the rights of any User on the Premises under an agreement with Lessee, provided that: (i) the User is not then in default (beyond any applicable notice and cure periods) under its agreement with Lessee, and continues to perform all of User's obligations thereunder; (ii) at Lessor's election, User either agrees to attorn to Lessor or enters into a direct lease with Lessor on the same terms as those in effect in the agreement between User and Lessee; and (iii) User executes a document evidencing the foregoing, provided or approved, and executed, by Lessor, within thirty (30) days after Lessor presents such document for execution (or such longer period as the parties may agree to in writing). Lessor shall not be liable or responsible for any default by Lessee occurring prior to the date of such attornment or direct lease.

19. Miscellaneous Lease Provisions

- a) This Ground Lease shall be governed by the laws of the state in which the Property is located.
- b) This Ground Lease, constituting the entire agreement and understanding between the parties, shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.
- c) Consent or approval of Lessor, where required, shall not be unreasonably withheld, delayed or denied.
- d) If any provision of this Ground Lease is deemed invalid or nonenforceable, the remainder of this Ground Lease shall remain in force and to the fullest extent as permitted by law.
- e) The "Effective Date" of this Ground Lease shall be the date on which this Ground Lease has been fully executed by and becomes binding on all of the parties hereto.
- f) Notwithstanding any other provisions of this Ground Lease, Lessee may terminate this Ground Lease at any time, upon giving notice to the Lessor, if Lessee in its sole discretion determines that it will be unable to use the Premises for its intended purpose.
- g) Exhibits "A", "B" and "C" attached hereto, as well as addenda and riders identified below, are made a material part of this Ground Lease.

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

LESSOR:

LESSEE:

UNISITE, INC., a Delaware corporation

By: Alfonso Caballero
Name: Alfonso Caballero
Title: President
Date: 10/5/99

By: BILL LOVINS
Name: BILL LOVINS
Title: VICE PRESIDENT OF OPERATIONS
Date: 11/23/99

Tax ID No.: 85 0395969

Tax ID No.: 95-4480711

STATE OF New Mexico)
)
Chaves COUNTY)

On this 5th day of OCT -, 1999, before me appeared Alfonso Caballero, President, to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did say that he is the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

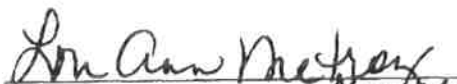

Notary Public, State of New Mexico

My Commission Expires: 10/18/2002

[NOTARIAL SEAL]

STATE OF FLORIDA)
)
HILLSBOROUGH COUNTY)

On this 23 day of November, 1999, before me appeared Bill Lovins, to me personally known, who, being by me duly sworn, did say that he is the VP, Operations for UNISITE, Inc., a Delaware corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Bill Lovins acknowledges said instrument to be the free act and deed of said corporation.


Notary Public, State of Florida

My Commission Expires: 6/17/01
[NOTARIAL SEAL]



"OFFICIAL SEAL"
Lou Ann Metroz
My Commission Expires 6/17/2001
Commission #CC 635496

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Forming a part of the Ground Lease by and between Gents Cattle Co., Inc. as Lessor, and UNISITE, INC., as Lessee.

The Property is described and/or depicted as follows:

A 100' X 100' tract of land, adjoining State Highway 54, approximately 1 mile northeast of Pastura, New Mexico, and being a portion of the northeast quarter (NE/4), Section 33, Township 7N, Range 19E, as described in that certain Warranty Deed dated December 15, 1998 from Baeza & Baeza Cattle Co., Inc. as Grantor, to Gents Cattle Co., a corporation, as Grantee, and recorded in Book 66, Page 753 of the Deed of Records of Guadalupe County, New Mexico, and also included that portion of Section 33 and Section 28 as described in a Warranty Deed dated July 7, 1999 from Dorothy Jean Johnson to Gents Cattle Co., Inc. and recorded in Volume 67, Page 204 of the Deed Records of Guadalupe County, New Mexico.

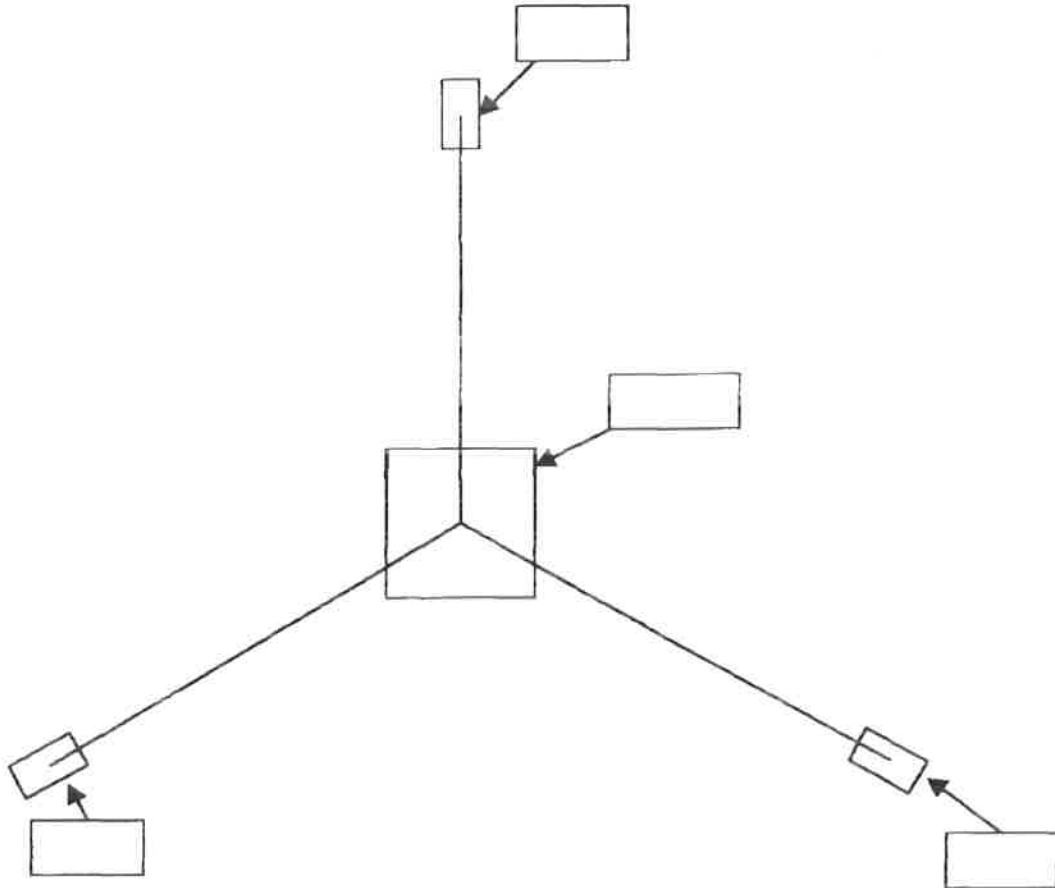
EXHIBIT B

Description of the "Premises"

0.2319 acres, more or less, consisting of four (4) tracts of land and being out of and a part of the Adjacent Property described in Exhibit B attached hereto, and being more particularly described as follows, to wit:

TRACT 1: 0.2296 acres, more or less, being 10,000 square feet, measuring 100 feet by 100 feet.

TRACTS 2,3, & 4: _____ acres, more or less, each tract measuring 10 feet by 20 feet and located as needed for guy wire anchors within _____ feet of tower.



It is also hereby agreed that the exact placement of the above described Premises on the Adjacent Property described in Exhibit B shall be mutually agreed upon by Landlord and Tenant and that this exhibit shall be replaced by a surveyors plat depicting the Premises and its location on the Adjacent Property.

THIS EXHIBIT WILL BE REPLACED BY AN ACTUAL SURVEY COMPLETE WITH METES AND BOUNDS.

Alphon P. Hallow
SIGN FOR IDENTIFICATION

a

RIDER NO. 1
GROUND LEASE AGREEMENT

Rent Escalation Rider

Lessor:

Greys Cattle Co. Inc.

Lessee:

UNIsite, Inc., a Delaware corporation

Date:

10/5/95

Rent payment as set forth in Paragraph 6 of the Ground Lease Agreement to which this Rider is attached shall increase by ~~ten~~ percent (~~10~~%) at the end of each five (5) year period during the Initial Term and at the end of each Renewal Term thereafter.

Fifteen

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RIDER NO. _____
GROUND LEASE AGREEMENT

Collocation License Rider

Lessor:
Lessee: UNIsite, Inc., a Delaware corporation
Date:

Lessee shall be entitled to sublease or license capacity at the site compound to wireless operators to install wireless communications equipment without obtaining prior written consent of the Lessor.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Forming a part of the Ground Lease by and between Gents Cattle Co., Inc., as Lessor, and UNISITE, INC., as Lessee.

The Property is described and/or depicted as follows:

A tract of land, as described in Exhibit "B", approximately 1 mile northeast of Pastura, New Mexico, and being a portion of the northeast quarter (NE/4), Section 33, Township 7N, Range 19E, as described in that certain Warranty Deed dated December 15, 1998 from Baeza & Baeza Cattle Co., Inc. as Grantor, to Gents Cattle Co., a corporation, as Grantee, and recorded in Book 66, Page 753 of the Deed of Records of Guadalupe County, New Mexico, and also included that portion of Section 33 and Section 28 as described in a Warranty Deed dated July 7, 1999 from Dorothy Jean Johnson to Gents Cattle Co., Inc. and recorded in Volume 67, Page 204 of the Deed Records of Guadalupe County, New Mexico.

Alfonso C. P. V.P.
SIGNED FOR IDENTIFICATION

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