

SECOND ADDENDUM TO TOWER LISTING AGREEMENT

THIS SECOND ADDENDUM TO TOWER LISTING AGREEMENT ("Second Addendum") is made this 17th day of February 2006 (the "Effective Date"), by and between ALLTEL COMMUNICATIONS, INC., on behalf of itself and its wireless affiliates, ("Owner"), and KAMPEN & GREENWELL, INC., d/b/a KGI ("KGI") to that certain TOWER LISTING AGREEMENT dated as of October 1, 2004 (the "Tower Listing Agreement"), and that certain FIRST ADDENDUM TO TOWER LISTING AGREEMENT dated as of September 30, 2005 (the "First Addendum").

The parties agree as follows:

1. Except to the extent explicitly modified by this Second Addendum, all terms and conditions of the Tower Listing Agreement remain in full force and effect.
2. Exhibit A to the Tower Listing Agreement shall be deemed to include all of the States of the United States of America in which Owner leases or owns Property (as defined in the Tower Listing Agreement). Licensee recognizes that Owner's Property is not located in every State.
3. By execution of this Second Addendum, the parties ratify the Tower Listing Agreement, the First Addendum is superseded in its entirety, and the Term of the Tower Listing Agreement is extended through February 29, 2008 ("Extension Term"). After the Extension Term, the Tower Listing Agreement will automatically and continuously extend for additional periods of two (2) years each (each a "Renewal Term"), unless KGI notifies Owner within one hundred eighty (180) days before the expiration of the Extension Term or the applicable Renewal Term of KGI's intent not to renew the Tower Listing Agreement. Notwithstanding anything in the Tower Listing Agreement or this Second Addendum to the contrary, Owner shall also have the right, after the Extension Term, to terminate the Tower Listing Agreement for any reason or no reason,

without penalty or liability of any kind or description, at any time by providing one hundred eighty 180 days written notice to KGI. Upon either party giving termination notice, KGI shall discontinue acceptance of new applications and application fees for new licenses or new applications for amendments, and shall remove Owner's name and property listings from all advertising media and from the KGI website. Any contacts for collocation made to KGI after the date of notice of termination shall be forwarded immediately to Owner (or its designated agent) for processing. Owner shall not pay any Licensing Fees to KGI for applications filed subsequent to the termination notice date.

4. Section 5 of the Tower Listing Agreement is hereby deleted in its entirety.
5. Section 8(b) of the Tower Listing Agreement is hereby deleted in its entirety.
6. The percentage set forth in Section 10(a) of the Tower Listing Agreement is hereby reduced from "eight point five percent (8.5%)" to "three percent (3%)."
7. The percentage set forth in Section 11(a) of the Tower Listing Agreement is hereby reduced from "four percent (4%)" to "three percent (3%)" each place it appears in the Section.
8. The dollar figure set forth in Section 11(a) of the Tower Listing Agreement is hereby increased from "\$1,000.00" to "\$2,000.00" each place it appears, and the word "improvements" is inserted after the word "capital."
9. The percentage set forth in Section 11(b) of the Tower Listing Agreement is hereby reduced from "four percent (4%)" to "three percent (3%)" each place it appears in the Section.
10. The dollar figure set forth in Section 11(b) of the Tower Listing Agreement is hereby increased from "\$1,000.00" to "\$2,000.00" each place it appears.

11. KGI acknowledges that Property in approximately one-half of the States where Owner's Property is located was listed with an entity in competition with KGI. The listing agreement with the competing firm expired on December 31, 2005. Despite the expiration, Owner will owe fees to the competing entity for work begun before the expiration. Notwithstanding anything herein or in the Tower Listing Agreement to the contrary, Owner shall not pay KGI a Fee (as defined in the Tower Listing Agreement) for any license or amendment for which Owner will owe a fee to the competing entity as described in this Section 8 of the Second Addendum. At the same time, KGI is not expected to provide any services for which the competing firm is being paid.

IN WITNESS WHEREOF, this Second Addendum is executed as of the day and year first above written.

Owner: Alltel Communications, Inc.

By: 

James E. McDonald
Vice President Network Services

KGI: Kampen & Greenwell, Inc., d/b/a KGI

By: 

Mike W. Kampen
Principal

FIRST ADDENDUM TO TOWER LISTING AGREEMENT

COPY

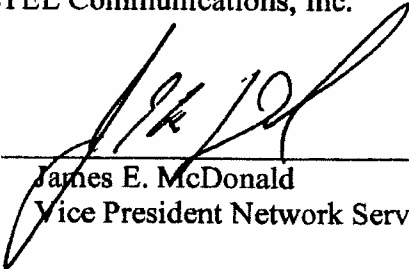
THIS FIRST ADDENDUM TO TOWER LISTING AGREEMENT is made this 30th day of September, 2005 (the "Effective Date"), by and between ALLTEL COMMUNICATIONS, INC., on behalf of itself and its wireless affiliates, ("Owner"), and KAMPEN & GREENWELL, INC. d/b/a KGI ("KGI") to that certain TOWER LISTING AGREEMENT dated as of October 1, 2004 (the "Tower Listing Agreement").

The parties agree as follows:


1. Except to the extent explicitly modified by this First Addendum, all terms and conditions of the Tower Listing Agreement remain in full force and effect.
2. The Term of the Tower Listing Agreement is extended through December 31, 2005. Thereafter, the Term will be automatically and continuously extended until terminated for convenience by either party on 180 days prior written notice to the other party.

IN WITNESS WHEREOF, this First Addendum is executed as of the day and year first above written.

Owner: ALLTEL Communications, Inc.

By: 
James E. McDonald
Vice President Network Services

KGI: KAMPEN & GREENWELL, INC. D/B/A KGI

By: 
Mike W. Kampen
Principal

TOWER LISTING AGREEMENT

THIS EXCLUSIVE TOWER LISTING AGREEMENT ("Agreement") is made as of the 1ST day of October, 2004 (the "Effective Date"), by and between ALLTEL COMMUNICATIONS, INC., on behalf of itself and its wireless Affiliates, ("Owner"), and KAMPEN & GREENWELL, INC. D/B/A KGI ("KGI").

The parties hereto agree as follows:

1. Grant. Owner is the owner or lessee of certain real property containing cellular antennas and other equipment throughout the states listed on the attached Exhibit "A" which is made a part hereof (the "Property"). In accordance with this Agreement, Owner hereby grants KGI the exclusive listing to license space on towers identified by Owner at the Property, as such space becomes available from time to time during the term of this Agreement, and KGI hereby accepts the same.
2. Trust. KGI recognizes that a relationship of trust and confidence is created by this Agreement. KGI agrees to use its reasonable best efforts to license the space identified by Owner from time to time at the Property.
3. Subagency. KGI shall not offer other brokers, agents, persons, entities, or enterprises the right to participate in representation of Owner through a subagency or other relationship with KGI without Owner's prior written consent. Notwithstanding the foregoing, Owner recognizes that KGI shall utilize subcontractors to perform some of KGI's duties hereunder. KGI shall indemnify and hold harmless Owner and Owner's directors, officers, employees and agents from and against any loss, claims, damages, claims for damage, judgments, costs and expenses (including reasonable attorneys' fees and other reasonable out-of-pocket costs of defense) that may occur by reason of the actions or negligence of KGI's subcontractors or KGI's use of subcontractors, and, without limitation, the subcontractors failure to comply with applicable laws and regulations.
4. Term. The term of this Agreement shall commence on the Effective Date and expire 12 months thereafter (the "Term"), unless sooner terminated in accordance with this Agreement.
5. Termination. Owner may terminate this Agreement for any reason or for no reason, without any penalty or liability of any kind or description whatsoever, at any time by providing 180 days' prior written notice to KGI.
6. Owner's Files. Owner shall, in its discretion and to the extent available to Owner at Owner's offices in Little Rock, Arkansas, provide to KGI, for KGI's use in performing its duties in accordance with this Agreement, electronic and paper files regarding the Property which shall, to the extent available, include the information listed in the attached Exhibit "B" with respect to each tower on the Property (the "Tower Data"). At the expiration of the Term or earlier termination hereof, KGI shall promptly return all such files to Owner. This section shall survive the expiration of the Term or earlier termination hereof.
7. General Duties of KGI.
 - (a) KGI shall conduct its activities in accordance with this Agreement. Except as set forth herein, KGI's efforts shall be at its sole cost and expense.
 - (b) KGI shall engage in marketing within its discretion. KGI must obtain Owner's prior written approval of all print advertisements. All advertising engaged in by KGI under this Agreement shall be consistent with this Agreement and shall clearly state KGI's geographic limitations as set out in Exhibit "A".
 - (c) At least weekly during the Term or upon Owner's request, KGI shall prepare and deliver to Owner a report ("KGI's Report"), which shall include, without limitation, a list of all applications received and license contracts executed. KGI and Owner shall have a monthly conference call in which KGI shall update Owner on the status of the same.

(d) KGI shall, after receiving an application from a potential licensee, review supporting documentation to determine (i) the existence of any restrictions including but not limited to those put in place by landowners and (ii) space availability.

(e) KGI shall include information regarding Owner's towers on KGI's website at www.kgiwireless.com, including but not limited to, tower photos and data regarding the tower including but not limited to available space and heights ("Tower Profile"). KGI shall keep the information on its website up to date based on applications made and licenses executed. Owner shall have reasonable approval rights of the content of Tower Profiles. Within 30 days of receipt, KGI shall ensure that the photos of the tower provided by Owner are included as part of the Tower Profile.

(f) If required, KGI shall issue to potential licensees an entry and testing agreement on a form approved by Owner. KGI shall obtain Owner's approval, to be given in its discretion, of all changes made to the approved form. KGI shall ensure that required third party approvals, such as but not limited to those of landowners, are obtained prior to issuing any entry and testing agreement.

(g) KGI shall obtain and forward to Owner all certificates of insurance from the potential licensee as required by the license or entry and testing agreement executed by the licensee and Owner.

(h) After a site walk and preliminary testing, scheduled by KGI, performed by the potential licensee, KGI shall, after approval by Owner in accordance with Section 9(b) hereof, issue a preliminary approval that is contingent upon the Structural Analysis that is to be performed after the license is executed.

(i) KGI acknowledges that Owner's license agreement will require each licensee to arrange and pay for a structural analysis. Neither KGI nor Owner shall have any responsibility for paying the structural analysis fee. In the event that the site fails the structural analysis so that a tower upgrade is required, prior to the performance of any upgrade work, Owner's approval shall be given in Owner's discretion. If major modifications or tower replacement are necessary, Owner may, in Owner's discretion, share in the cost of the upgrade with the licensee or Owner may, in Owner's discretion, abate the rent by an amount to be determined by the Owner. Except to the extent that Owner elects to be responsible for the upgrade fees, Owner shall have no responsibility for paying the upgrade fees.

8. General Duties of Owner.

(a) Subject to the terms of this Agreement, Owner will pay KGI the Fees (as hereinafter defined). Owner shall cooperate with KGI's efforts under this Agreement, which shall include, without limitation, Owner providing KGI with any due diligence data Owner has, timely responding to questions concerning the Property, and timely reviewing and responding to applications to license the Property.

(b) Owner shall, within 30 days of receipt of an invoice from KGI, pay KGI \$145.00 for each Tower Profile KGI posts on its website. KGI shall submit an invoice for a Tower Profile only after posting that Tower Profile on KGI's website.

9. Licensing Procedures.

(a) KGI may charge each potential licensee an application fee of up to \$2500 per application for new licenses ("Application Fee") due with the completed application. Notwithstanding anything to the contrary, Owner shall have no responsibility for paying the Application Fee and KGI shall look solely to the potential licensee for payment of the Application Fee.

(b) KGI agrees timely to present Owner with all applications to license the Property. KGI agrees that acceptance of all applications to license and execution of all Equipment Amendments (as hereinafter defined) are subject to Owner's prior approval or disapproval in Owner's discretion.

(c) Upon receipt of an application, Owner shall timely approve or disapprove of the prospective licensee, which approval or disapproval shall be in Owner's discretion. If Owner is a partner in a partnership in which partnership approval is required for such licenses, Owner will not approve a prospective licensee if Owner is unable to obtain such partnership approval.

(d) KGI shall prepare all license agreements on a form approved by Owner. KGI shall, before execution of all licenses, obtain Owner's approval, to be given in its discretion, of all changes made to the approved form. Owner may choose not to execute any license in its discretion.

(e) KGI shall process all license amendments and circulate the same for Owner's approval, which shall be given in Owner's discretion. In the event that a licensee seeks approval to add equipment, change equipment, or increase size on the tower or in the base station by amendment to an existing license ("Equipment Amendment"), KGI may charge the licensee a modification fee of up to one thousand five hundred dollars (\$1500) ("Modification Fee"). Notwithstanding anything to the contrary, Owner shall have no responsibility for paying the Modification Fee and KGI shall look solely to the potential licensee for payment of the Modification Fee.

10. Licensing Fee. Owner shall pay KGI a fee for new licenses executed during the Term and for Unknown Licensees (as hereinafter defined) in accordance with Section 10(b) (and after the Term as set forth in Section 12(c), below) ("Licensing Fee") as follows:

(a) New License. In the event of the execution of a license for the Property, Owner will pay KGI a Licensing Fee equal to eight point five percent (8.5%) of (i) the total gross license fees payable during the original license term (excluding any period of time during the original license term for which licensee is not required to pay a gross fee for use of the license), and (ii) the amount that the license fees are abated as the result of any tower modifications or capital improvements. For purposes of such calculation, the original license term shall exclude the portion of any original license term beyond ten years. As used in this Section 10, gross license fees shall include all operating costs or expenses paid by the licensee to Owner excluding any escalation of operating costs and expenses charged to a licensee during the term of the license.

(b) Unknown Licensees. In the event that KGI discovers unknown persons with equipment on the towers who are either (i) not paying any amount to Owner for use of the tower, (ii) not paying a sufficient amount to Owner for use of the tower, or (iii) otherwise not operating under a contract with Owner ("Unknown Licensees"), if such Unknown Licensees and Owner execute a license, Owner shall pay KGI a Licensing Fee.

(c) Payment. Owner shall pay KGI 1/2 the Licensing Fee when the license has been fully executed by Owner and the licensee; and Owner shall pay KGI the remaining 1/2 of the Licensing Fee upon commencement of the license. Notwithstanding anything herein to the contrary, if a license for which Owner has paid KGI a Licensing Fee does not commence then Owner may credit that amount from subsequent payments to KGI.

11. Amendment Fee. Owner shall pay KGI a fee for amendments to licenses executed during the Term (and after the Term as provided in Section 12(d), below) as follows:

(a) Equipment Amendment. In the event of the execution of an Equipment Amendment for the Property, Owner will pay KGI an additional fee ("Equipment Amendment Fee") equal to the greater of (i) 4% of the increase in total gross license fees payable during the current license term plus 4% of the amount that the license fees are abated as the result of any tower modifications or capital, or (ii) \$1,000.00. In the event, however, that the increase in total gross license fees payable during the current license term is less than \$1,000.00, Owner will pay KGI an Equipment Amendment Fee in the amount of the increase.

(b) Other Amendments. In the event of the execution of an amendment to a license, other than an Equipment Amendment, for the Property, Owner will pay KGI a fee ("Amendment Fee") equal to the greater of (i) 4% of the increase in total gross license fees payable during the current

license term plus 4% of the amount that the license fees are abated as the result of any modifications or capital improvements, or (ii) \$1,000.00. In the event, however, that the increase in total gross license fees payable during the current license term is less than \$1,000.00, Owner will pay KGI an Amendment Fee in the amount of the increase.

(c) Payment. Owner shall pay the Equipment Amendment Fee or Amendment Fee when the amendment has been fully executed by Owner and the licensee.

12. Fee Exclusions.

(a) Existing Licensees. Owner shall not pay any Licensing Fee to KGI for any execution of new licenses with any licensees occupying the Property as of the Effective Date for which KGI is not involved.

(b) Use by Owner. Owner shall not pay any Licensing Fee to KGI for any license or amendment with Owner or any of Owner's Affiliates. As used in this Agreement, the term "Affiliate" shall mean any person, entity, or enterprise of which Owner, directly or indirectly, through one or more intermediaries, owns 50% or more of the voting interests.

(c) Future Licenses. Owner shall not pay any Licensing Fee with respect to any license executed by a licensee after the expiration or termination of this Agreement unless (i) such license is with a prospective licensee that filed an application prior to the expiration or termination of this Agreement and (ii) the license is executed by such licensee and submitted to Owner within 120 days after the expiration or termination of this Agreement.

(d) Future Amendments. Owner shall not pay any Equipment Amendment Fee or Amendment Fee with respect to any amendment executed by a licensee after the expiration or termination of this Agreement unless (i) such amendment is with a licensee that filed an application for an amendment prior to the expiration or termination of this Agreement and (ii) the amendment is executed by such licensee and submitted to Owner within 120 days after the expiration or termination of this Agreement.

(e) KGI's Contractors. If KGI engages independent contractors or otherwise contracts with a third party to pay an amount in connection with the performance of this Agreement, unless otherwise agreed in writing by Owner, KGI shall be solely responsible for payment of all such payments, and shall indemnify, defend, and hold Owner and its Affiliates and each of their respective directors, officers, agents, and employees, harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs, and expenses, including, without limitation, attorneys' fees and court costs sustained, incurred by, or asserted against Owner and related to, resulting from, or arising out of, in whole or in part, any claim (i) by any third party to the extent arising from that third party's contract with KGI with respect to the Property, or (ii) by persons, entities, or enterprises claiming by, through, or under KGI for any fee with respect to the Property other than the amounts owed to KGI under this Agreement.

13. Fee. When used in this Agreement, the term "Fee" shall refer collectively to the Licensing Fee, Equipment Amendment Fee, and Amendment Fee, as applicable except for transactions exempt from payment of Fees.

14. Owner Referrals. Owner shall refer to KGI any inquiries Owner receives regarding licensing the Property or otherwise using the Property for the installation, operation, or maintenance of radio, wireless, satellite or other communications transmission and/or receiving antennas and equipment.

15. Workers' Compensation. KGI agrees to maintain in force (at its sole cost) all workers' compensation or similar insurance required with respect to its employees who are employed in connection with this Agreement and to comply with any federal and state withholding tax, Social Security, unemployment, or other laws existing or affecting the employment of such employees.

16. Confidentiality. In no event shall KGI issue or make any statement concerning Owner's interest in the Property or any other statement attributable to Owner to the press or any other media without Owner's prior written approval, which approval Owner may withhold in its discretion. Owner agrees to keep the pricing terms of this Agreement confidential, and not to disclose or summarize them to any third party except to the limited extent disclosure is necessary in connection with any permitted assignment by Owner of this Agreement, or in a proceeding to enforce Owner's rights under this Agreement, or as required by law or judicial process. Except when such disclosure is required by law or judicial process, before making a disclosure of the pricing terms in reliance of one of these exceptions, Owner agrees to notify KGI, and to use commercially reasonable efforts to secure non-disclosure agreements from each recipient with KGI as an intended third-party.

17. Claims Against Owner. Upon KGI's receipt of notice or knowledge of any claim or threatened claim against Owner or affecting the Property, KGI shall immediately notify Owner. KGI shall not accept service of process on behalf of Owner, unless instructed to do so by Owner.

18. Relationship. Other than the limited agency created by this Agreement, nothing contained in this Agreement shall be deemed or construed as a partnership, joint venture, or any similar relationship, and KGI shall at all times be deemed an independent contractor for purposes of this Agreement.

19. Governing Law; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas without regard to its conflicts of law principles. The prevailing party in any dispute related in any way to this Agreement shall be entitled to recover its reasonable attorneys' fees, expert witness charges, and out-of-pocket costs incurred in the prosecution or defense of the proceeding from the non-prevailing party.

20. Assignment. KGI shall not assign or transfer this Agreement, in whole or in part, without the prior written approval of Owner, in its discretion.

21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. No Waiver. The failure of either party to seek redress for any violation or to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the terms of such provision at subsequent times or of the terms of any other provision.

23. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon personal delivery or facsimile (confirmation requested) or three days after deposit in the United States mail, postage prepaid, or one day after sent by a reliable overnight courier service and addressed as follows:

To Owner:

ALLTEL Communications, Inc.
Attention: Property Management
One Allied Drive
Little Rock, AR 72202
Phone: (877) 557-8226
Facsimile: (501) 905-6944

With a copy to:

ALLTEL Communications, Inc.
Attention: David Lynch
One Allied Drive
Little Rock, AR 72202
Phone: (501) 905-1470
Facsimile: (501) 905-5489

To KGI:

Kampen and Greenwell, Inc. (KGI)
Attention: Michael W. Kampen
8911 North Capital of Texas Highway, Suite 1120
Austin, TX 78759
Phone: (512) 345-9595
Facsimile: (512) 345-9898

Either party may by written notice to the other designate a different address to which all notices are thereafter to be addressed.

24. Insurance. KGI shall, at its sole cost, obtain Commercial General Liability insurance, in an amount not less than \$2,000,000 per occurrence with contractual liability coverage; Automobile Liability insurance covering all owned, non-owned, and hired or borrowed vehicles of KGI used in connection with KGI's duties or obligations under this Agreement, with limits of not less than \$2,000,000 per occurrence combined single limit, insuring for bodily injury, death and property damage; and Errors/Omissions Liability insurance, in an amount not less than \$1,000,000. The foregoing insurance shall name Owner as additional insured with respect to KGI's duties and activities under this Agreement and require that Owner be notified in writing at least 30 days prior to its modification, cancellation, or non-renewal of coverage. At Owner's request, KGI shall provide Owner with evidence of insurance coverage.

25. Entire Agreement. This Agreement contains the entire agreement and understanding, written or oral, of Owner and KGI regarding all matters addressed herein and supersedes all previous agreement and understandings of Owner and KGI regarding all matters addressed herein. This Agreement may only be changed by a writing signed by both Owner and KGI.

26. Compliance with Laws. Each party shall be responsible for its own compliance with all laws and regulations applicable to its activities contemplated by this Agreement, and shall indemnify and hold the other party, and the other party's directors, officers, employees and agents, harmless from and against any third party claim or regulatory action, and reasonable attorney's fees and other reasonable out-of-pocket costs of defense, to the extent arising from the indemnifying party's failure to comply with such laws and regulations. KGI hereby represents and warrants to Owner that KGI is in compliance with all laws and regulations applicable to its activities contemplated by this Agreement.

27. Limitation of Liability. IN NO EVENT SHALL OWNER OR KGI BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS OR LOSS OF PROFITS, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS OF DAMAGES AS SET FORTH IN THIS AGREEMENT ARE AGREED ALLOCATIONS OF RISK.

28. Intellectual Property. Without the prior written consent of Owner, KGI shall not use any ALLTEL logo or mark or any derivation thereof (the "Marks"). If Owner gives written consent to KGI to use the Marks in any capacity, Owner shall continue to hold all rights, interests, and title in and to the Marks and all other intellectual property rights of every kind and description whatsoever of Owner and its subsidiaries, and KGI shall use the Marks in only the capacity described in such consent and shall discontinue the use of the Marks upon the earlier of receipt of written notice from Owner instructing KGI to cease the use of the Marks or the expiration or termination of this Agreement for any reason. KGI shall have the right, during the Term and thereafter, to disclose Owner's relationship as a customer or former customer of KGI, but shall not disclose any information regarding the terms of this Agreement. KGI shall be the sole owner of the copyright, patent and other intellectual property rights to KGI's website, the proprietary software used by KGI to operate its website (the "KGI Software"), the Signs, the Tower Profile, and any and all other works of authorship created by KGI in connection with this Agreement. This Agreement is neither a sale nor a license of any portion of the KGI Software. The KGI Software and any modifications or improvements to it are owned exclusively by KGI. During the Term and for a period of


three (3) years thereafter, Owner agrees not to reverse engineer or otherwise attempt to duplicate the KGI Software nor to assist or encourage any third party to do so. Notwithstanding the foregoing, KGI hereby grants Owner a non-revocable license to use the Tower Profile Reports which shall include Owner's right, at Owner's election and at Owner's expense, to receive a copy, electronic or otherwise, of each Tower Profile at the expiration or earlier termination of this Agreement.

29. No Third Party Beneficiaries. With the exception of the parties hereto (and their permitted successors and assigns and those persons, entities, and enterprises entitled to indemnification hereunder), no person, entity, or enterprise shall be entitled to any right, remedy, or benefit under this Agreement.

30. Signs. KGI will, at its sole cost, design and produce signs for each tower on the Property made of high-quality commercial-grade aluminum, utilizing weather resistant paint and UV-resistant fasteners (the "Signs"). Such signs shall not exceed 12" x 9". The content of such Signs shall be mutually agreed upon between the parties to this Agreement. After KGI has provided the Signs to Owner, Owner shall install each Sign on each tower within 45 days of receipt and shall ensure such Sign remains installed and visible during the Term. If the signs need to be repaired, refurbished, replaced, or otherwise repaired, KGI shall bear the cost of the same but Owner will install replacements after the Signs are supplied to Owner by KGI. Owner shall remove all Signs 45 days after the termination or expiration of this Agreement and return the Signs to KGI at KGI's sole cost and expense.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

OWNER: ALLTEL COMMUNICATIONS, INC.

By: 
Its: VP NETWORK SERVICES

KGI: KAMPEN & GREENWELL, INC. D/B/A KGI


By: 
Its: Principal

EXHIBIT "A" – "PROPERTY"

Alabama

Arizona

Arkansas

Colorado

Florida

Georgia

Louisiana

Mississippi

New Mexico

North Carolina

Oklahoma

South Carolina

Texas

EXHIBIT "B" – "TOWER DATA"

1. Geographic coordinates (expressed in degrees, minutes and seconds, using NAD coordinates) of, street address of, and driving directions to the Tower;
2. The elevation of the base of the Tower (expressed in feet above mean sea level), and the tower height (expressed in feet above ground level, excluding any antenna structures that may extend beyond the top of the Tower);
3. Enclosure information, whether on-site shelter space is available at the Tower, any special requirements to access the Tower (such as road condition), and a description of the type and age of the Tower (eg., 10-year old, three-legged, guyed);
4. A contact person (including first name, last name, title, office telephone, mobile telephone, pager, and address) for technical information about the Tower;
5. The estimated current load on the Tower (expressed as a percentage of the potential space on the Tower);
6. The FAA File Number and the FCC registration number (if required and available);
7. Descriptions of all equipment, hardware, transmitters, receivers and other communications equipment owned and/or operated, or abandoned in place, by Owner and each third party upon each Tower, including the position upon the Tower where any such equipment is installed;
8. Copies of evidence of ownership, surveys, licenses, ground leases, or other documents necessary to demonstrate Owner's right and/or ability to enter into licenses with prospective licensees; and
9. Photographs of the Towers.