

Site Name: 98th Street Fire Station

Site Number: 871327.2

AGREEMENT FOR ATTACHING ANTENNAS TO CITY TOWER AND OTHER
APPURTENANCES

Agreement made this day of _____, 2004 between the City of Lincoln, Nebraska, a municipal corporation, hereinafter "City" and **Florida RSA #8, LLC**, a Delaware Limited Liability company, doing business as *U. S. Cellular®*, hereinafter "U.S. Cellular".

1. Description of Premises. CITY grants to U.S. Cellular a license to occupy and use a certain parcel of real property located in the City of Lincoln, State of Nebraska, as shown on the attached Exhibit A (the "Premises"), which is incorporated herein by this reference.

2. Term of Agreement. The primary term ("Primary Term") of this License will be for five (5) years, and will commence on _____. The Primary Term will terminate on _____, unless sooner terminated as provided herein.

This Agreement may thereafter be renewed for four additional terms (each a "Renewal Term") of five years each. The Agreement shall automatically renew for the first and second Renewal Terms, unless U.S. Cellular provides the City with a notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term. The third and fourth Renewal Terms shall require the mutual consent of U.S. Cellular and the City. The City represents that at the time it enters into this Agreement it has no present intention not to renew this Agreement for the second and third Renewal Terms.

The parties agree that this License is irrevocable until this Agreement expires or terminates as provided herein.

3. Use of Premises. The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to and removing U.S. Cellular's communications equipment, including, but not limited to, the following:

- a. Any and all antennas, dishes and/or grids as U.S. Cellular may deem appropriate, within a single six-foot vertical area on the Tower.
- b. Transmission lines and mounting and grounding hardware.
- c. One concrete pad and one communications compound ("Communication Compound") containing, without limitation, telecommunications equipment consisting of base station cabinets, wireless communication equipment, switches, power supplies, batteries, and accessories.

For the purposes of this License, all of U.S. Cellular's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Compound, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility." Pursuant to this license, U.S. Cellular will have permission to install the concrete pad and Communications Facility.

The Tower is owned by the City of Lincoln and generally located at 84th and South Street upon property maintained by the Lincoln Water System. Pursuant to this license agreement, U.S. Cellular is granted permission to attach its antennas and appurtenances to that Tower. U.S. Cellular will submit its building plans and specifications to CITY for written approval prior to construction. Thereafter, CITY shall have thirty (30) days to accept or reject U.S. Cellular's building plans (the "Approval Period"). Approvals will not be unreasonably withheld. If CITY does not approve the plans and specifications, this License will be void at U.S. Cellular's election, and terminate without penalty. The approved plans and specifications shall be attached hereto as Exhibit B.

As soon as reasonably possible after CITY accepts the building plans, U.S. Cellular shall construct and install, at U.S. Cellular's cost, the Communications Facility at the location depicted on Exhibit A, in accordance with the approved plans and specifications, Exhibit B. The Communications Facility may be installed by U.S. Cellular or by any of U.S. Cellular's agents or contractors. U.S. Cellular may make alterations to the Communications Facility from time to time as U.S. Cellular determines to be necessary or desirable, subject to the approval process described above, which approval will not be unreasonably withheld. U.S. Cellular may run transmission lines between U.S. Cellular's equipment and U.S. Cellular's antennas, dishes and grids.

U.S. Cellular may, at its own cost and expense, install, maintain and operate on the Tower or on the Premises, only the equipment necessary for the operation of the Communications Facility in accordance with the plans approved by CITY, as such plans may be amended from time to time for technological or capacity changes. Any damage to the Premises caused by the erection, operation and maintenance of U.S. Cellular's equipment shall be at U.S. Cellular's sole expense.

All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable governmental laws, ordinances, regulations and codes. U.S. Cellular shall obtain all permits necessary for such construction. Any contractor performing work on the Premises shall furnish a payment bond, with corporate surety licensed to do business in the State of Nebraska, in the full amount of the cost of such improvements, showing CITY as the beneficiary thereon. All such contractors shall carry statutory worker's compensation insurance and liability insurance with limits of not less than One Million Dollars (\$1,000,000.00)

4. Other Licenses and Permits. U.S. Cellular shall secure from the proper governmental authorities all licenses and permits required by law for the erection, maintenance and operation of the Communications Facility before construction of the Communications Facility.

5. Rebuilding of Tower. If the Tower is destroyed or extensively damaged within any term of this License, the Tower may be replaced by CITY at its expense. If the City does not choose to replace the Tower in a timely manner, U.S. Cellular may terminate this license agreement.

6. Fees. U.S. Cellular shall pay to CITY a license fee to occupy and use the ground space in the Premises and space on the Tower ("License Fee"). Beginning at the execution of this agreement and continuing thereafter for the duration of the Primary Term, the annual License Fee shall be \$22,000 payable in twelve equal monthly installments of \$1833.33 in advance on or before the first day of each and every calendar month. The annual rent in each succeeding year of the Primary Term and any Renewal Term shall be 103% of the Rent in effect during the immediately preceding license year (for example, and by way of illustration only, if the Percentage increase of 103% is used and the prior year's Rent was \$800, the next year's rent would be \$824.00). The License Fee for any period during the term of this License that is less than one (1) year will be prorated on a monthly basis. All payments shall be made payable to and mailed to the following address:

City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

7. Access to CITY Property. It is acknowledged that the Tower and appurtenances thereto are constructed on CITY property, which is a vital part of CITY's operations. U.S. Cellular shall operate on the tower and appurtenances thereto on the licensed Premises in such a manner so that the operation does not interfere with CITY's operation of its property nor will it interfere with access to the property by CITY personnel, agents or contractors. U.S. Cellular agrees to comply with any rules, regulations, and procedures that may be adopted by CITY from time to time to provide reasonable security measures to protect the Premises and CITY. CITY retains the right to use the licensed Premises at any time in connection with the need of CITY to provide service to its customers. CITY will endeavor to do so in such a manner so as to not interfere with the operation and maintenance of the Tower. CITY retains the right to use the licensed Premises in any ways that do not interfere with U.S. Cellular's uses.

8. Taxes. Since the real property is owned and used by a governmental entity (CITY), it is tax exempt. U.S. Cellular shall be responsible for and pay all taxes before any penalties or interest shall accrue thereon, as an additional license fee, if taxes are subsequently levied against the Communications Facilities. U.S. Cellular will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its possession or use of the communications facility or buildings on the Premises.

9. Payment of Utilities. U.S. Cellular shall fully and promptly pay for all utility service of every kind furnished to the licensed Premises throughout the license term. CITY shall not be liable for any damage to equipment or loss of revenue to U.S. Cellular resulting from the interruption of utility services, unless due to the negligent or intentional acts of City. All fees due under this Agreement shall continue notwithstanding any interruption of power or other required utility facilities, except for the willful act of CITY.

10. Maintenance of Licensed Premises. CITY will maintain the Tower in a proper operating and safe condition. All costs associated with the maintenance and repair of the Tower, including painting, will be paid by CITY, unless the damage to the Tower is caused by U.S. Cellular, in which case U.S. Cellular shall repair such damage or, at U.S. Cellular's option, reimburse CITY for the costs and expenses incurred by CITY to repair the damage.

U.S. Cellular shall, throughout the term of this license, at its own cost and expense, keep and maintain the Communications Facilities and all appurtenances thereto including all constructed improvements in good, sanitary, lawful and neat order, condition and repair. Any landscaping of the Premises, required as a result of the installation of US Cellular's Communication Facilities, required by the City of Lincoln or any other appropriate governmental authority shall be done at the sole cost and expense of US Cellular, including all necessary maintenance. Neither U.S. Cellular nor any other party shall be allowed to display any signage or advertisement on the tower, on any building within the Premises or anywhere on the Premises, except as required by law. U.S. Cellular shall take all necessary measures and precautions to prevent unauthorized persons access to the Premises and buildings located on the Premises and to the Tower.

11. Liability. CITY shall not be liable for damage to U.S. Cellular's improvements or for any loss or damage to any vehicles parked upon the licensed Premises, except for the negligent or willful act of CITY. U.S. Cellular shall at all times during the term of this license carry at its own expense public liability insurance of not less than One Million Dollars (\$1,000,000.00) for the injury to or death of one person, and not less than Two Million Dollars (\$2,000,000.00) for the injury to or the death of two or more persons arising out of a single accident or occurrence on the licensed Premises, naming CITY as an additional insured on such policy. The City may adjust the required amounts of such insurance during the term of the agreement in conjunction with changes in the amounts recoverable under state law but in no event in an amount greater than five million dollars without the agreement of US Cellular. U.S. Cellular shall furnish CITY with a certificate of such insurance policy which shall provide such insurance policy shall not be reduced without first having given CITY thirty (30) days written notice of such reduction. Any contractor or subcontractor performing work on the Premises for or on behalf of U.S. Cellular shall carry statutory workers' compensation insurance and comprehensive general liability and automobile insurance with limits of not less than One Million Dollars (\$1,000,000.00).

12. Property Damage Insurance. During the term of the license, U.S. Cellular shall keep in full force and effect a commercial liability insurance policy with limits of not less than \$1,000,000.00 that shall cover damage to CITY's property.

13. Modular Building. U.S. Cellular may erect, at its own cost and expense, one modular building on the Premises, which shall be maintained, repaired and secured by U.S. Cellular. The modular building must be constructed according to the applicable laws and regulations of the State of Nebraska. The plans for and location of the modular building on the Premises must be approved in advance by CITY before the same can be placed on the Premises. At the time this Agreement is terminated, U.S. Cellular shall have ninety (90) days thereafter to remove the modular building from the Premises or the same, together with all equipment therein,

shall become the property of CITY. The City and U.S. Cellular may choose to jointly develop a building, which may be used by other providers, as determined by the City.

14. Indemnification. To the fullest extent permitted by law, U.S. Cellular shall indemnify and Hold Harmless the City, its officers, agents and employees from and against Claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from U.S. Cellular's use and occupation of the Site, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by U.S. Cellular or anyone directly or indirectly employed by U.S. Cellular, or anyone for whose acts any of them may be liable. This section shall not require U.S. Cellular to indemnify or Hold Harmless the City for any losses, Claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City shall indemnify and hold US Cellular harmless, to the extent allowed by Nebraska Law, from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the City. Nothing in this Article shall require either party to indemnify the other party against such other party's own willful or negligent misconduct.

15. Assignment, Renting or Leasing Space. U.S. Cellular shall have the right to sublicense or assign its rights under this License to any party affiliated, under common control or otherwise related to U.S. Cellular, successor legal entities or any party acquiring substantially all the assets of U.S. Cellular (the "Control Group") without the consent of CITY. U.S. Cellular may sublicense or assign its rights under this License to any other entity with CITY's consent, which will not be unreasonably withheld; provided, however, such assignment or sublicense shall not relieve U.S. Cellular of any of its liability or responsibility hereunder.

16. Events of Default. Default shall occur if any one or more of the following events shall happen:

a. U.S. Cellular shall default in the punctual payment of the license fee and such default shall continue for thirty (30) days after receipt of written notice from CITY; or

b. If either party shall neglect or fail to perform or observe any of the material provisions of this License Agreement, and such failure is not cured within thirty (30) days after receipt of written notice thereof from the other party, the other party may, at its option, 1) cure the failure at the defaulting party's expense, or 2) terminate this License. If any such default cannot reasonably be cured within thirty (30) days, the defaulting party will not be deemed to be in default under this License if it commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of a default by U.S. Cellular for failure to pay the license fees, the remainder of the license fees for that term shall become due and payable.

17. Environmental Laws. U.S. Cellular warrants and agrees that it will conduct its activities on the property in compliance with all applicable environmental laws.

CITY represents, warrants and agrees that it has in the past and will in the future conduct its activities on the property in compliance with all applicable environmental laws and that the property is free of hazardous substances as of the date of this Agreement.

CITY shall be responsible for, and shall promptly conduct any investigation and remediation as required by any environment laws or common law, of all spills or other releases of hazardous substance, not caused solely by U.S. Cellular that have occurred or which may occur on the property.

U.S. Cellular agrees to defend, indemnify and hold CITY harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that CITY may suffer due to the existence or discovery of any hazardous substance on the property or the migration of any hazardous substance to other properties or release into the environment arising from U.S. Cellular's activities on the property.

The indemnification in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

18. Nebraska Law. This license shall be construed and enforced in accordance with the laws of the State of Nebraska and any legal action brought in respect thereto shall be brought either in the state courts of the State of Nebraska located in Lincoln, Nebraska, or if applicable, in the United States District Court located in Lincoln, Nebraska.

19. Binding Effect. This Agreement shall inure to the benefit and be binding upon U.S. Cellular, its successors or assigns.

20. Interference. U.S. Cellular shall at all times pertinent hereto be responsible for the proper operation of its equipment located on the Premises and shall make certain that the same complies with all pertinent laws, rules and regulations of any applicable governmental authority. In the event that U.S. Cellular's equipment causes interference with any of CITY's equipment or to any communications facilities of a third party including the public that existed on the Premises prior to the installation of US Cellular's installation, U.S. Cellular, upon notice received of the interference, shall take all steps necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

Notwithstanding the foregoing, the parties intend to be bound to the principle that the communications provider who is first in time on the Tower or Premises shall be protected from interference by subsequent providers. CITY will not use the Tower or Premises in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any harmful interference shall result from the operation of any transmitters, equipment, antennae, dishes or other equipment or devices to the Communications Facility, then CITY shall immediately cause such operations to cease until such interference is eliminated, provided that to do so would not jeopardize, compromise, limit, impair, or otherwise interfere with CITY's use of its properties. If CITY is unable to cure such interference within

thirty (30) days of U.S. Cellular's demand, U.S. Cellular may terminate this lease without penalty.

21. Additional Licenses. U.S. Cellular acknowledges the right and authority of CITY to grant and lease or license additional licenses for telecommunications equipment and appurtenances thereto of other users on CITY's Tower so long as such grant and lease or license does not interfere with U.S. Cellular's use of its licensed space on the Tower.

22. Entire License Agreement. This license contains the entire understanding of the parties hereto with respect to the conditions of this license and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this license agreement or unless mutually agreed to in writing between the parties hereto after the date hereto, and neither party has relied on any verbal representation, agreements, or undertakings not expressly set forth herein.

23. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier, to the following addresses:

CITY: City of Lincoln
City Clerk
575 S. 10th
Lincoln, NE 68508

With a copy to: Steven Huggenberger
Assistant City Attorney
575 S. 10Th / Room 4201
Lincoln, Nebraska 68508

U.S. Cellular: US Cellular
8410 West Bryn Mawr Avenue, Suite 700
Chicago, IL 60631
Attn: Real Estate Department

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

24. Contingencies. This License Agreement and U.S. Cellular's obligations hereunder are expressly contingent upon the following:

a. U.S. Cellular's satisfaction with the status of title to the Premises and, at U.S. Cellular's option and its expense, U.S. Cellular's receipt of a licensehold title insurance policy insuring its license interest in the Premises, in form and substance satisfactory to U.S. Cellular. CITY shall execute the standard form of title company affidavit in order to enable U.S. Cellular to obtain title insurance on the Premises free and clear of all

exceptions other than those which have been disclosed in writing to U.S. Cellular and which do not interfere with U.S. Cellular's use of the Premises; and

b. U.S. Cellular's satisfaction, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; and U.S. Cellular's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for U.S. Cellular to use and operate the Communication's Facility on the Premise.

In the event that any of the foregoing occurs, U.S. Cellular may terminate this License Agreement without penalty.

U.S. Cellular is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premise are suitable for U.S. Cellular's use intended by this License.

25. Termination. U.S. Cellular may terminate this License Agreement at any time by notice to CITY without further liability if:

- a. U.S. Cellular does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Communications Facility, or if any such approval is canceled, expires or is withdrawn or terminated; or
- b. CITY fails to have proper ownership of the Premises or authority to enter into this License Agreement.

Upon termination, all prepaid rent will be retained by CITY unless such termination is due to CITY's failure of proper ownership or authority, or such termination is a result of CITY's default. Additionally, upon termination or non-renewal U.S. Cellular must remove its antenna arrays and platforms that it owns from the Tower within thirty (30) days after the expiration of this Agreement. Failure to so remove the antenna arrays and platforms will, at the City's option, 1) result in the same being owned by CITY; or 2) result in the same being removed by the City at U.S. Cellular's cost.

IN WITNESS WHEREOF, the parties have executed this license agreement the day and year first above written.

CITY OF LINCOLN, NEBRASKA

By: _____
Mayor Coleen J.Seng

Florida RSA #8, LLC, a Delaware limited liability company, d/b/a US Cellular

By: _____
HICHEM H. GARNAOUI
Title: _____
V.P. of National Network Operations

Form approved at
USCell by ~~_____~~
TL

ACKNOWLEDGMENTS

STATE OF NEBRASKA)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Coleen J. Seng, as Mayor for the City of Lincoln , known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2003.

Notary Public

My commission expires _____

STATE OF ILLINOIS)

COUNTY OF LAKE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Hichem H. Garnaoui, Vice President of National Network Operations, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of the named Licensee corporation, for the uses and purposes therein stated.

Given under my hand and seal this 13 day of JANUARY, 2003.4

Tina M. Whelan
Notary Public

My commission expires 01-18-06



EXHIBIT A

PROPERTY:

A portion of land located in the Southeast Quarter of Section 34, Township 10 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, to be further described upon survey

PREMISES:

To be described upon survey

ACCESS AND UTILITY EASEMENTS:

To be described upon survey

EXHIBIT B

SITE: 98th Street Fire Station Site #: 871327.2 FCC REGISTRATION # 0008710014

TENANT NAME: US Cellular TEL #: 402-434-9307

CONTACT: Doug Rogers

ANTENNA INFORMATION

FCC Call Letters: WPY1874 Type of Modulation or other Emissions: CDMA

Type of antenna: Panel Make: EMS

Model: RV-65-18-02 # of antennas 9 Weight: 18 lbs. Each Height: 56"

Usage: Transmit only Receive only Transmit & Receive

Effective Radiated Power; 400 Watts per channel per sector

Operating Frequency: TX: 1930 – 1935 MHz RX: 1850 – 1855 MHz

Mounting Height & Mounting Orientation: Mounted at 133' with azimuths of 45°, 155°, 270°

Transmission line Mfg. & Type No: Andrew - VXL7-50

Outside Diameter: 1 5/8" Length: 150'

TENANT'S Equipment:

Building or Cabinet: (Underline One)

Size: 10' 6" (H) x 12' (W) x 20' (L)

Type: Pre-Fabricated Shelter

Location: Nearest available ground space to tower

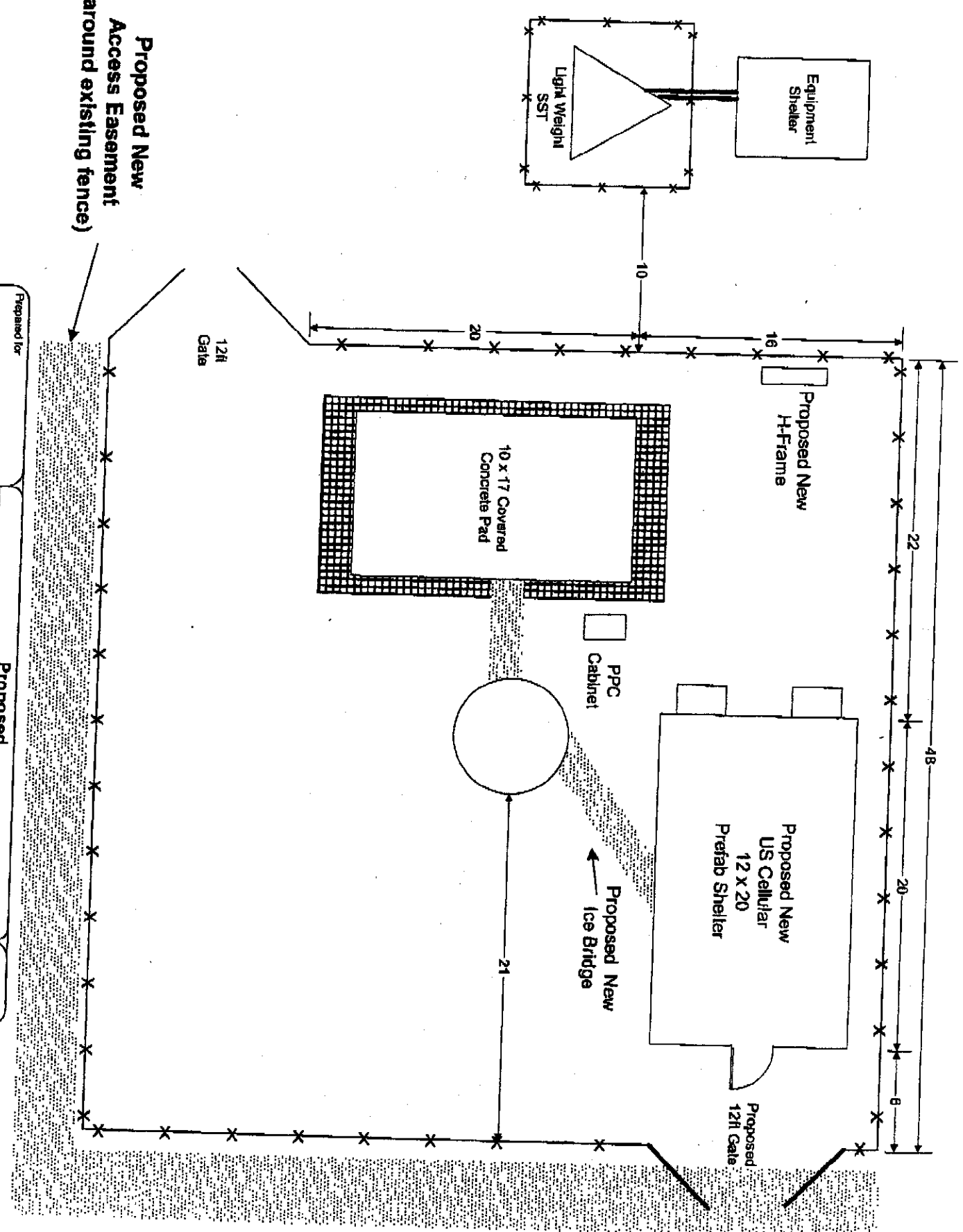
Transmitted Rated Power: 13.25 Watts per channel per sector

Amount of Land required for building or cabinet: Approximately 15' x 25'

Is Emergency Power provided by LANDLORD: YES NO

NOTE: THIS EXHIBIT B SHALL BE REPLACED WITH APPROVED PLANS AND SPECIFICATIONS PURSUANT TO SECTION 3 OF THIS AGREEMENT.

Proposed New Access Easement (around existing fence)



Prepared for

US Cellular
811327

Fire Station	Proposed
N40 47 25.0	871327.2
W96 36 25.0	1119/03
NAD83	

North Arrow

Prepared by:
LCC International, Inc.
6100 N. Robinson, #101
Oklahoma City, OK 73118

Return to:
U.S. Cellular Corporation
Attn: Real Estate Department
5117 West Terrace Drive
Madison, WI 53718

Cell Site No: OK871327.2
State: Nebraska
County: Lancaster

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE is made and entered into as of the ____ day of _____, 2004, by and between the **City of Lincoln, Nebraska**, a municipal corporation, whose mailing address is 575 S. 10th, Lincoln, Nebraska 68508, hereinafter referred to as "Owner", and **Florida RSA #8, LLC**, a Delaware Limited Liability company, doing business as *U. S. Cellular*, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631, hereinafter referred to as "Licensee."

WITNESSETH:

WHEREAS, by the terms of a certain License entered into on the ____ day of _____, 2004 (the "License"), the Owner Licensed to the Licensee certain property, being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Owner and the Licensee desire to execute this Memorandum of License to evidence said License and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Lancaster County, State of Nebraska.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby License the Premises to the Licensee upon the terms and conditions of the License which is incorporated herein by specific reference, and do agree as follows:

- (1) On the ____ day of _____, 2004, the Owner and Licensee entered into the License of the Premises.

- (2) The term of the License is for a period of five (5) years commencing on the ____ day of _____, 2004, and terminating on the ____ day of _____.
- (3) The amounts of rental due and the terms, conditions and rights and remedies of the parties hereto are specifically set forth in the License.
- (4) The License contains four (4) renewal options to extend the License for up to four (4) additional five (5) year terms which may be exercised upon the terms and conditions more particularly set forth in the License.

IN WITNESS WHEREOF, the Owner and Licensee hereto have caused this Memorandum of License to be executed by their duly authorized officers as of the day and year first above written.

LICENSEE:

Florida RSA #8, LLC, a Delaware limited liability company, d/b/a US Cellular

By: 
Name: HICHEM H. GARNAOUI

Title: V.P. of National Network Operations

OWNER:

CITY OF LINCOLN, NEBRASKA

By: _____
Mayor Coleen J. Seng

ACKNOWLEDGMENTS

STATE OF NEBRASKA)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Coleen J. Seng, as Mayor for the City of Lincoln , known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2003.

Notary Public

My commission expires _____

STATE OF ILLINOIS)

COUNTY OF LAKE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Hichem H. Garnaoui, Vice President of National Network Operations, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of the named Licensee corporation, for the uses and purposes therein stated.

Given under my hand and seal this 13 day of JANUARY, 2003.4

Tina M. Whelan

Notary Public

My commission expires 01-18-06



EXHIBIT A

To be defined and replaced upon survey