

COMMUNITY WIRELESS COMMUNICATIONS

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19 May, 2009

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City of Lawrence
Lawrence City Hall
100 E 6th St
Lawrence, KS 66044

**CITY MANAGERS OFFICE
LAWRENCE, KS**

Pursuant to Kansas Statute 12-2024 Community Wireless Communications, Co. hereby serves notice to the City of Lawrence that it plans to provide video service in the municipality's jurisdiction.

By statute, the company will receive its approval no later than June 25th, 2009. With this in mind we would like to prepare an agreement for execution with the City once the State has granted authorization.

Under the statute the company must execute an agreement with the City of Lawrence within 30 days that is substantially similar to the following:

“

Community Wireless Communications, Co. was granted authorization by the State of Kansas to provide video service in the Municipality of Lawrence on ____/____/____ and hereby executes this agreement with Lawrence. Community Wireless Communications, Co. will begin providing video service in the Municipality on or after 1 July, 2009. Community Wireless Communications, Co. may be contacted by the Municipality at the following telephone number (785) 371-4214. Community Wireless Communications, Co. may be contacted by customers at the following telephone number (785) 371-4214. Community Wireless Communications, Co. agrees to update this contact information with the Municipality within 15 calendar days in the event that such contact information changes. Community Wireless Communications, Co. acknowledges and agrees to comply with the Municipality's local right-of-way ordinance to the extent the ordinance is applicable to Community Wireless Communications, Co. and not contrary to state and federal laws and regulations. Community Wireless Communications, Co. hereby reserves the right to challenge the lawfulness or applicability of such ordinance to Community Wireless Communications, Co. By entering into this agreement, neither the municipality's nor Community Wireless Communications, Co.'s present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the agreement, neither the municipality nor Community Wireless Communications, Co. waive any rights, but instead expressly reserve any and all rights, remedies and arguments the municipality or Community Wireless Communications, Co. may

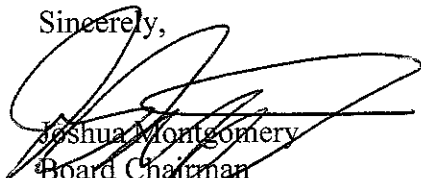
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have at law or equity, without limitation, to argue, assert and/or take any position as to the legality or appropriateness of any present or future laws, ordinances and/or rulings.

“

We look forward to working with the City of Lawrence to put this agreement in place and providing high quality services to the citizens of Lawrence.

Sincerely,



Joshua Montgomery
Board Chairman

Community Wireless Communications Co.

4105 W. 6th St.

Lawrence, KS 66049

Ph: (785) 371-4214 Ext. 8001

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