

ANTENNA SITE LICENSE AGREEMENT

THIS ANTENNA SITE LICENSE AGREEMENT ("Agreement") is made and entered into on this 5 day of June, 2001, by and between the City of Lawrence, Kansas, a municipal corporation ("Licensee"), and VoiceStream Kansas City, Inc., a Delaware corporation, its successors and assigns ("Licensor").

Recitals

The parties hereto recite, declare and agree as follows:

A. Pursuant to a Site Agreement dated June 5, 2001 (the "Lease"), Licensor is leasing from Licensee a portion of the real estate described on Exhibit A, which is attached hereto and by this reference incorporated herein (the "Leased Premises"). Licensee acknowledges that it has received a copy of the Lease and has read and is familiar with the terms thereof.

B. Licensor owns and operates a telecommunications tower ("Tower") and related ground equipment located on the Leased Premises (hereinafter, the Tower and related ground equipment shall be referred to collectively as the "Communications Facility").

C. Licensee desires to place no more than two (2) whip antennas (the "Antennas") and related ground equipment on the Leased Premises for purposes of operating a police, fire, civil defense and/or other public service communications network (hereinafter, the Antennas and related ground equipment shall be referred to collectively as the "Equipment"), and Licensor desires to grant Licensee a license to install and operate the Equipment in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Grant of License. Pursuant to the terms of this Agreement, Licensor hereby grants Licensee a revocable license to install and operate the Equipment on and from the Leased Premises. This Agreement shall control the relationship between Licensee and Licensor and the license granted hereunder, but to the extent that the terms of the Lease do not conflict with the terms of this Agreement, the terms of the Lease are incorporated into this Agreement and Licensee shall be bound by the terms of the Lease to the same extent as Licensor. Notwithstanding anything to the contrary herein, this Agreement and all of Licensee's rights and obligations hereunder are expressly under and subject to the terms of the Lease.

2. Term and License Fee. The term of this Agreement shall equal, but in no event exceed, the term (including the initial term and any option periods) of the Lease between Licensor and Licensee. Licensor shall provide Licensee with as much notice as reasonably practicable if the Lease is terminated or expires or if Licensor elects not to extend the term of the

Lease. During the term of this Agreement, the Licensee shall pay Licensor a license fee of One Dollar (\$1.00) per year.

3. Installation of Equipment. All of the Equipment must be installed on the Tower and a concrete pad adjoining the Tower, which concrete pad shall be installed by Licensee at its sole cost and expense, and Licensor must approve of the type and location of the Equipment prior to its installation. All installation, repair, replacement, maintenance, inspection and removal work associated with the Equipment must be performed by contractors pre-approved by Licensor, and Licensee shall bear any and all costs and expenses relating to such work. Electricity for the Equipment shall be supplied through the Communications Facility's power source, but such electricity shall be paid for by Licensee and Licensee shall bear all costs and expenses for installing a meter or submeter to measure its electricity usage.

4. Access to Leased Premises. Except as otherwise provided in this Section 4, Licensee, including, without limitation, its employees, agents and contractors, shall have no right to access or enter upon the Leased Premises and/or the Communications Facility at any time unless accompanied and supervised by an employee, agent or contractor of Licensor. Routine maintenance of the Equipment must be scheduled for times mutually convenient to Licensor and Licensee. Licensor shall provide Licensee a key to the Communications Facility for the limited purpose of accessing and making repairs to the Equipment during emergency situations, and in such situations Licensee need not be accompanied or supervised by an employee, agent or contractor of Licensor; provided, however, that Licensee shall immediately notify Licensor by telephone that Licensee has accessed the Communications Facility for purposes of making emergency repairs to the Equipment.

5. Interference. If the Equipment causes any adverse interference (including, without limitation, radio frequency interference) to Licensor's Communications Facility or to the communications facilities of any other existing subtenants or licensees of Licensor on the Leased Premises, Licensee shall immediately cease operating the Equipment upon receiving telephonic or written notice from Licensor. Thereafter, Licensee shall not operate the Equipment, except for tests necessary for the elimination of the interference, and if such interference cannot be cured to Licensor's satisfaction within seven (7) calendar days after the notice described in the preceding sentence, this Agreement shall terminate immediately without any further action or notice by Licensor. Upon such termination, the Equipment shall be removed from the Communications Facility in accordance with the provisions of Section 3, above, and Licensee shall have no further rights under this Agreement.

6. Assumption of Risk and Liability. Except as otherwise provided herein, Licensee shall and does hereby assume and bear any and all risks, liabilities, obligations, costs and expenses related to or associated with the installation, use, operation, repair, replacement, maintenance, removal and/or inspection of the Equipment, including, without limitation, those arising out of or resulting from bodily injury, death or property damage claims (individually and collectively, the "Risks"), and Licensee shall and does hereby forever release and discharge Licensor, Aerial Communications, Inc., and their employees, agents, contractors and subcontractors (individually and collectively, the "Released Party") from any and all liability, claims, demands, causes of action and damages (individually and collectively, the "Claims") arising out of or resulting from the Risks, unless the Claims arise out of or result from the Released Party's negligence, omission or intentional misconduct.

7. Indemnity. Licensee shall and does hereby indemnify and hold the Released Party harmless from any and all Claims which arise out of or result from Licensee's (a) breach of this Agreement, (b) use or occupancy of the Leased Premises, or (c) use or operation of the

Equipment. This indemnity shall not apply to any Claims arising out of or resulting from the Released Party's negligence, omission or intentional misconduct and shall survive the revocation, termination or expiration of this Agreement.

8. INTENTIONALLY DELETED

9. INTENTIONALLY DELETED

10. Termination by Licensee. Licensee shall have the right to terminate this Agreement at any time by providing thirty (30) days' written notice to Licensors; provided, however, that such termination shall in no event relieve or release Licensee from any of its actual or contingent liabilities under this Agreement, including, without limitation, those specified above in Sections 6 and 7. Upon such termination, the Equipment shall be removed from the Communications Facility in accordance with the provisions of Section 3, above.

11. Assignment. Licensee shall not assign, sublet or sub-license its rights or interests hereunder, nor use the Antennas for any other purposes other than those specified above in Recital C, without Licensors' prior written consent. This Agreement shall extend to and bind the personal and legal representatives, successors and assigns of Licensors and Licensee.

12. Licensors' Warranties and Disclaimers. Licensors warrants and represents that it (a) leases the Leased Premises from Licensee, owns and operates the Communications Facility located thereon and has rights of access thereto, and (b) has the right and authority to enter into and perform this Agreement. Except for those in the preceding sentence, Licensors has neither made nor makes, and hereby expressly disclaims, any other warranties or representations of any type or character relative to this Agreement or the operation of the Equipment hereunder.

13. Notices. Any telephonic notices given pursuant to Sections 4 and 5, above, shall be given to the persons whose phone numbers appear beside the party's respective signature blocks. All other notices hereunder shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested, or by any nationally recognized overnight courier service to the address set forth beside each party's signature block. Any such written notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. By written notice given to the other party, either party may at any time change its contact person, telephone number and/or mailing address for purposes of notices to be given and received hereunder.

14. Miscellaneous. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, discussions and writings, and may only be amended by a writing signed by all the parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Leased Premises are located. If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms, all of which shall remain in full force and effect.

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

VOICESTREAM KANSAS CITY, INC.

By: *David Blaha*
Name: David Blaha
Title: Director, Engineering/Operations

Written Notice Address:

VoiceStream Wireless
12980 Foster, Suite 200
Overland Park, Kansas 66213
ATTN: John Bristow

THE CITY OF LAWRENCE, KANSAS,
A municipal corporation

By: *Mike Wilson*
Name: *Mike Wilson*
Title: *City Manager*

Telephonic Notice Contact:

Name: Joe Heikes
Telephone Number: 913-402-6620

Telephonic Notice Contact:

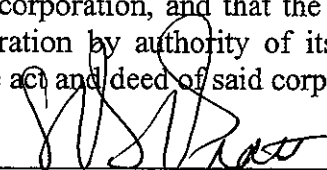
Name: Chris Stewart
Telephone Number: (785)832-7814

Written Notice Address:

720 West 3rd Street
P.O. Box 708
Lawrence, KS 66044

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 1 day of June, 2001, before me appeared David Blaha, to me personally known, who being duly sworn did say that he is the Director, Engineering and Operations, of VoiceStream Kansas City, Inc., a Delaware corporation, and that the above and foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.



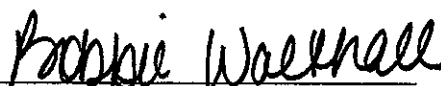
Notary Public



NOTARY PUBLIC - State of Kansas
SUSAN D. PRATT
My Appt. Exp. 01/17/05

STATE OF KANSAS)
) ss.
COUNTY OF DOUGLAS)

On this 5th day of June, 2001, before me appeared Mike Wildgen to me personally known, who being duly sworn did say that he is the City Manager of the City of Lawrence, Kansas, and that the above and foregoing instrument was authorized by and signed on behalf of said City, and he acknowledged said instrument to be the free act and deed of said City.



Notary Public



NOTARY PUBLIC - State of Kansas
BOBBIE WALTHALL
My Appt. Exp. 03/21/04

EXHIBIT "A"
TO
ANTENNA SITE LICENSE AGREEMENT

LEGAL DESCRIPTION OF LEASED PREMISES:

A 50 foot by 50 foot tract of land in the Southeast Quarter of the Southwest Quarter of Section 4, Township 13 South, Range 19 East, also being a part of Lot 1, YANKEE TANK VIEW ADDITION, Douglas County, Kansas, being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of said Section 4; thence North 00 degrees 46 minutes 14 seconds West along the East line of said quarter section, a distance of 799.53 feet; thence South 89 degrees 12 minutes 51 seconds West, a distance of 529.46 feet to a point 25.34 feet East and 24.65 feet South of the center of a telecommunications tower, said point being the POINT OF BEGINNING of said 50 foot by 50 foot tract; thence continuing South 89 degrees 12 minutes 51 seconds West, a distance of 50.00 feet; thence North 00 degrees 47 minutes 09 seconds West, a distance of 50.00 feet; thence North 89 degrees 12 minutes 51 seconds East, a distance of 25.00 feet to a point hereafter referred to as Point "A"; thence continuing North 89 degrees 12 minutes 51 seconds East, a distance of 25.00 feet; thence South 00 degrees 47 minutes 09 seconds East, a distance of 50.00 feet to the POINT OF BEGINNING

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

The Southwest (1/4) of Section Four (4), Township thirteen (13), South of Range Nineteen (19) East, less the South Forty (40) acres thereof, subject to the following: The public road on the East boundary of said tract; a stone quarry lease dated September 16, 1952, to and in favor of Perry Jones, subsequently assigned to American-Marietta Company and an easement for an electric transmission line to and in favor of Kansas Electric Power Company.