compensation or return. This provision does not in any way bind the SEC, and does not limit the SEC in seeking any other relief and the defendant acknowledges that the SEC is not a party to this agreement and the defendant may have other obligations with the SEC.

THE GOVERNMENT'S OBLIGATIONS

7. If, in the opinion of the Department of Justice, the Defendant completely fulfills all of his obligations under this plea agreement, the government shall:

(a) move to dismiss the indictment in this case at the time the defendant is sentenced;

(b) bring no additional criminal charges in the Northern District of Texas relating to or arising from any dealings with Express Communications which have been described to the government in reasonable detail by the Defendant prior to the date of execution of this agreement, except for any crime of violence which may have been committed by PENDLETON C. WAUGH.

(c) move the Court, prior to the time of sentencing, to depart downward from the sentencing guideline range, pursuant to Section 5K1.1 of the Sentencing Guidelines, should the Government conclude, in its sole discretion, that defendant has provided substantial assistance to the prosecution; but in any event, the government shall inform probation officials and the sentencing judge of the Government's opinion regarding the extent and value of the defendant's cooperation under the terms of this Plea Agreement.

SENTENCING

8. The Defendant understands and agrees that the maximum penalty for a violation of Title 18, United States Code, Section 371, as described in the Information, is five (5) years' imprisonment and a fine of $250,000 or twice the pecuniary gain or loss caused by the offense or both such fine and imprisonment.

9. The Defendant understands and agrees that the sentencing judge may enter an order of restitution in connection with the violation described in the Information.

10. The Defendant understands and agrees that the sentencing judge may impose a fine in connection with the violation described in the Information.

11. The Defendant understands and agrees that he shall be required to pay a penalty assessment of $50.

12. The Defendant understands and agrees that he may be required to serve a period of probation. Further, the Defendant understands and agrees he may be subject to a term of supervised release.

13. The Defendant understands and agrees that the sentencing judge alone will decide what sentence to impose, and may decide to sentence him to the maximum sentence allowable under the law, the provisions of this plea agreement notwithstanding. The Defendant further understands that the Sentencing Guidelines apply to this case and the sentencing judge will use them to determine the appropriate sentence.

14. The Defendant understands and agrees that even if he

should later not be satisfied with his sentence, he shall have no right to withdraw his guilty plea after acceptance of his plea by the judge presiding over the plea proceeding.

15. The Defendant understands and agrees that the Department of Justice reserves the right to describe fully, both orally and in writing, to the Court, the nature and seriousness of the Defendant's conduct in connection with transactions arising out of his association with Express Communications, including conduct not described in the charge to which he shall plead guilty. The Defendant further understands and agrees that in exercising this right, the Department of Justice may solicit and make known the views of the appropriate Federal regulatory agencies regarding the nature and seriousness of his conduct.

16. Upon demand of the Department of Justice, the Defendant agrees to submit a personal financial statement under oath and submit to interviews by the Financial Litigation Unit of the United States Attorney's Office for the Northern District of Texas in order to demonstrate his capacity to satisfy any fines and restitution that may be imposed by the Court pursuant to his plea of guilty.

USE OF INFORMATION PROVIDED BY THE DEFENDANT PURSUANT TO HIS PLEA AGREEMENT

17. The Defendant understands and agrees that any information he provides pursuant to this plea agreement, shall not be used directly against him as an admission or otherwise in a Federal, state, or local criminal prosecution; provided, however, that such

information may be used as proof of the charge to which he shall plead guilty, by probation officials and the sentencing judge, and for impeachment purposes, in rebuttal, or for investigative leads in connection with any Federal, state, or local prosecution. In addition, such information may be used without limitation as set forth in Paragraph 18, immediately below.

18. The Defendant further understands and agrees that if he should fail to completely fulfill each and every one of his obligations under this plea agreement, the Department of Justice shall be free from its obligations under this plea agreement and the Defendant shall thereafter be subject to prosecution for any Federal criminal violations as if this plea agreement had never existed including, but not limited to, perjury and obstruction of justice. In any such prosecution, the prosecuting authorities, whether Federal, state, or local, shall be free to use against the Defendant, without limitation, any and all information, including statements that he has provided pursuant to this plea agreement and any information derived therefrom.

WAIVER OF THE APPLICABLE STATUTE OF LIMITATIONS

19. The Defendant understands and agrees that if the Department of Justice should determine that he has failed to fulfill completely his obligations under this plea agreement, the Department of Justice shall be free to prosecute him for any offense otherwise barred from being prosecuted because of the expiration of the applicable statute of limitations after the signing of this plea agreement by the Defendant, his attorney, and

an attorney for the Department of Justice. Such prosecution must, however, be commenced by indictment or information within 180 days after the Defendant has received written notice from the Department of Justice that the plea agreement has been voided.

EFFECT OF WAIVER OF A TRIAL

20. The Defendant understands that by pleading guilty he will waive his rights (a) to be tried by a jury, (b) to be assisted by an attorney at trial and to have an attorney appointed to assist him at trial if necessary, (c) to confront and cross-examine witnesses against him, and (d) not to be compelled to incriminate himself.

E X H I B I T 19

DISCIPLINARY ACTIONS

Disbarments

Warnell Williams, 52, of Houston was disbarred by default judgment of the 269th Judicial District Court in Harris County on April 24. The court found Williams violated DRs 1.102(A)(1), (3), (4), (5), and (6); and DR 8.04(a)(1), (2), (3), (10), and (11). The court also found Williams failed to properly withdraw after discharge and upon termination of the relationship, failed to take steps to protect the client's interests in violation of TCPR DRs 2-110(A)(1), (2), (3), and 2-110(C) and DR 1.15(b) and (d); accepted employment when his professional judgment was affected by his own interests in violation of TCPR DR 5-101(A); entered into a business transaction with a client with differing interests in violation of TCPR DR 5-104(A) and DR 1.08(a); handled a legal matter without preparation adequate in the circumstances in violation of DR 6-101(A)(2); neglected legal matters entrusted to him in violation of DRs 6-101(A)(3) and 1.01(b); failed to seek the lawful objectives of his clients, failed to carry out a contract of employment, and prejudiced or damaged his clients during the course of a professional relationship in violation of DRs 7-101(A)(1), (2), and (3); failed to abide by a client's decisions concerning the objectives and general methods of representation in violation of DR 1.02(a)(1); failed to keep clients reasonably informed in violation of DR 1.03(a) and (b); failed to communicate basis and method of fee in violation of DR 1.04(c) and (d); failed to properly maintain his trust account, maintain complete records of client funds, and to pay funds to clients upon request in violation of DRs 9-102(A), 9-102(B)(4); and 1.14(b); unreasonably delayed resolution of a matter in violation of DR 3.02; failed to respond to a lawful demand for information from a disciplinary authority in violation of DR 8.01(b). The court also ordered Williams to pay attorneys' fees of $500 and court costs to the State Bar.

On Aug. 3, the Board of Disciplinary Appeals disbarred Pendleton Waugh, 45, of Dallas. The board found Waugh pled guilty July 12, 1994, in the U.S. District Court, Northern District of Texas, to conspiracy to structure financial transactions to evade reporting requirements in violation of Title 18 U.S.C. §371. Waugh was sentenced to 21 months in the U.S. Bureau of Prisons, followed by a three-year period of supervised release, and fined $20,000.

On May 18, an Evidentiary Panel of the District 9-A Grievance Committee, disbarred Sandra Jan Jackson, 57, of Travis County. The panel found Jackson neglected the complainant's case and failed to communicate with him. Furthermore, Jackson knowingly failed to respond to a lawful demand for information from a grievance committee panel. In a separate matter, Jackson neglected a legal matter; failed to carry out her duty to complete the divorce for the complainant; failed to keep the client reasonably informed about the status of the case; did not comply with reasonable requests for information; and failed to withdraw from representing the complainant. Jackson also failed to respond to a lawful demand for information from a panel of the grievance committee and after receiving notice of the investigatory hearing, did not appear. Her actions violated DRs 1.01(b)(1), 1.01(b)(2), 1.01(c), 1.03(a), 1.03(b), 1.14(b), 1.15(d), and 8.01(b). Jackson was further ordered to pay $595 in attorneys' fees to the State Bar.

On April 25, prior to her disbarment, the District 9-A Evidentiary Panel issued a default judgment of partially-probated suspension against Jackson for five years, effective May 15, with the last four years probated. The panel found Jackson was hired to obtain a restraining order against a client's husband and file for divorce. An original petition for divorce was filed on March 11, 1993. Jackson subsequently neglected the legal matter entrusted to her by failing to appear at a hearing. She frequently failed to carry out the obligations owed to the complainant by failing to provide the complainant with copies of filed documents. Jackson failed to keep the client reasonably informed about the status of the case by failing to return phone calls and failing to respond to written messages left by the complainant.

On Aug. 3, the Board of Disciplinary Appeals disbarred Charles Raymond Haskett, 46, of Houston. The board found Haskett pled nolo contendere on Oct. 28, 1993, to indecency with a child. The 216th District Court of Bandera County placed Haskett on six-years probation. The board also found Haskett was suspended until 2000 based upon a Dec. 20, 1990, conviction in Harris County District Court, for aggravated sexual assault with a person younger than 14 years of age. Haskett is appealing the BODA judgment.

Resignation

On June 14, the Supreme Court of Texas accepted the resignation, in lieu of discipline, of Gilbert G. Gonzalez, 59, of San Antonio. Gonzalez allegedly settled his client's case and signed the client's name to various documents including a check, without the client's consent or knowledge. The client, upon receiving a check from Gonzalez for his portion of the settlement, returned the check and hired another attorney. Gonzalez then agreed to repay the client $35,000 but defaulted on the agreement. Gonzalez has been sanctioned by the State Bar three times since 1988.

Suspensions

On March 23, the 172nd District Court of Jefferson County suspended Kennyth Curtis Randle, 45, of Beaumont, for seven months which was probated for two years effective Feb. 15. He served one-month active suspension from July 1 to July 31. Randle was found to have violated DRs 1.03(a) and (b), and 8.01(b). He was retained in a medical malpractice case and failed to adequately inform the client regarding work done on the case, the status of the case, and his intentions concerning the continuation of the representation. In another incident, Randle was hired and paid $1,150 after which he filed a defective motion which was denied by the court. Randle was also ordered to pay $500 in attorneys' fees and $1,150 in restitution.

ATTORNEY GRIEVANCES

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CONSULTATION
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STEVEN L. LEE

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LIONE & LEE, P.C.
8303 NORTH MOPAC
SUITE C-238
AUSTIN, TEXAS 78759
(512) 346-8966

Not certified by the
Texas Board of Legal Specialization.

E X H I B I T 20

Original

LAW OFFICES OF
DAY & CATALANO, PLLC

1000 Connecticut Avenue, N.W.
SUITE 901
WASHINGTON, D.C. 20036

TELEPHONE (202) 822-9388
TELECOPIER (202) 822-9377

November 13, 1997

HAND DELIVERED

RECEIVED

NOV 13 1997

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

DOCKET FILE COPY ORIGINAL

William F. Caton
Acting Secretary
Office of the Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D. C. 20554

RE: PR Docket No. 93-144; Request for Waiver

Telecellular, Inc.; Caribbean Digital Communications Inc.; Caribbean SMR, Inc.; Caribbean Spectrum, Inc.; Island Communications, Inc.; Island Digital;Communications, Inc.; Island SMR, Inc; Ponce SMR, Inc.; SMR Digital P.R; SMR Spectrum.

Dear Mr. Caton:

On November 7, 1997, a request for waiver of the construction deadline established by the Commission in PR Docket No. 93-144 (PR Docket No. 93-144, DA 97-1059 (released May 20, 1997, *recon. pending*) was filed with the Wireless Telecommunications Bureau by the above parties. In addition, on November 10, 1997, the original of a facsimile Certification that was part of the waiver request was provided to the Bureau. A copy of each of these documents is attached. I ask that they be associated with the on-going proceeding in PR Docket No. 93-144. Thank you.

Sincerely,

Albert J. Catalano

Albert J. Catalano

cc: David Furth, Chief
Commercial Wireless Division (w/out enclosures)
Elizabeth R. Sachs, Esq. (w/out enclosures)

No. of Copies rec'd 0
List ABCDE

LAW OFFICES OF
DAY & CATALANO, PLLC

1000 Connecticut Avenue, N.W.
SUITE 901
WASHINGTON, D.C. 20036

TELEPHONE (202) 822-9388
TELECOPIER (202) 822-6377

November 10, 1997

HAND DELIVERED

RECEIVED

NOV 13 1997

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

David Furth, Chief
Commercial Wireless Division
Wireless Telecommunications Bureau
Federal Communications Commission
2100 M Street, N.W., 7th Floor, Room 24
Washington, D. C. 20554

RE: **Waiver-Timely Action Requested**
Request for Extension of Construction Deadline of November 20, 1997 established by Commission Order in PR Docket No. 93-144

Telecellular, Inc.; Caribbean Digital Communications Inc.; Caribbean SMR, Inc.; Caribbean Spectrum, Inc.; Island Communications, Inc.; Island Digital; Communications, Inc.; Island SMR, Inc.; Ponce SMR, Inc.; SMR Digital P.R; SMR Spectrum.

Dear Mr. Furth:

On November 7, 1997, a waiver request for extension of the November 20, 1997 construction deadline was filed on behalf of the above-captioned parties. In that request a facsimile copy of a Certification from Paul J. Conrad was provided. Attached hereto is the original of that Certification. Please associate this with the original filing. Thank you.

Sincerely,

Albert J. Catalano

Albert J. Catalano

cc: Elizabeth R. Sachs, Esq.

LAW OFFICES OF
DAY & CATALANO, PLLC

1000 Connecticut Avenue, N.W.
SUITE 901
WASHINGTON, D.C. 20036

TELEPHONE (202) 822-9388
TELECOPIER (202) 822-8377

November 7, 1997

HAND DELIVERED

RECEIVED

NOV 13 1997

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

David Furth, Chief
Commercial Wireless Division
Wireless Telecommunications Bureau
Federal Communications Commission
2100 M Street, N.W., 7th Floor, Room 24
Washington, D. C. 20554

RE: Waiver-Timely Action Requested
Request for Extension of Construction Deadline of November 20, 1997 established by Commission Order in PR Docket No. 93-144

Telecellular, Inc.; Caribbean Digital Communications Inc.; Caribbean SMR, Inc.; Caribbean Spectrum, Inc.; Island Communications, Inc.; Island Digital; Communications, Inc.; Island SMR, Inc; Ponce SMR, Inc.; SMR Digital P.R; SMR Spectrum.

Dear Mr. Furth:

On behalf of Telecellular, Inc. (TCI) and the above-captioned licensees[1] seeking to construct an 800 MHz wide area system in Puerto Rico, this request is hereby submitted for a waiver of the November 20, 1997 construction deadline established by the Commission's Order of May, 20 1997 (PR Docket No. 93-144, DA 97-1059 (released May 20, 1997), *recon. pending*. "Order") in terminating extended implementation authority. Due to circumstances beyond their control, involving delivery delays in equipment

[1]The licenses that are the subject of this request are set forth in Exhibit A hereto. Six licensees involved in the original requests for extended implementation are not part of this waiver request. However, as a matter of fairness and equity, TCI believes that all 800 MHz trunked licensees that have been involved in the Puerto Rico wide area program, whether part of this request, or not, should be granted the same extension of time to construct.

that was timely ordered, it is requested that the licensees be given a brief extension of 46 days, until January 5, 1997 to complete construction.[2]

ON-GOING LITIGATION IN PUERTO RICO SHOULD HAVE NO IMPACT ON THIS REQUEST FOR WAIVER

As the Commission is aware, TCI and Telecellular de Puerto Rico (TPR) are involved in a complex litigation in Puerto Rico over certain contractual rights with respect to completion of a Puerto Rico wide area system. Notwithstanding a recent lower court decision in Puerto Rico ruling in favor of TPR on some contract matters, the above licensees have documented their continuing intent and legal right to be represented by TCI and to participate in the TCI wide area system. (Exhibit B). As detailed by Benjamin Angueira Aguirre, Esquire, TCI's litigation counsel in Puerto Rico, the lower court decision is defective in several key respects (Exhibit C). TCI will appeal the decision and expects to prevail.[3]

The on-going litigation in Puerto Rico should have no impact on this legitimate request of the subject licensees to a brief extension to complete construction. The Commission has a longstanding policy of refusing to adjudicate private contractual law questions for which a forum exists in the (local) courts." *Listeners' Guild, Inc. v. FCC,* 813 F.2d 465, 469 (D.C. Cir. 1987); *also see ,Sonderling Broadcasting Co.* , 46 Rad. Reg.2d (P&F) 889, 894 (1974); *Robert J. Kile,* 3 FCC Rcd 1087 (1988); *Rodney A. McDaniel,* 4 FCC Rcd 1736, *Com. Car. Bur.* 1989) Under clearly established precedent, until a final non-

---

[2]Because this request is for waiver of a deadline imposed by order of the Commission rather than a Commission rule, no filing fee is associated with this request. To the extent that the Commission believes that any fee is required, it is asked that we be notified and such fee will be transmitted promptly.

[3]In an October 30, 1997 letter to the Commission, Counsel for TPR states that Telecellular, Inc. may have misrepresented itself to the Commission as the real party in interest in the TELECELLULAR joint venture "to induce the Commission to engage in a prohibited communication." (Exhibit D) As the Commission staff is well aware no prohibited communications have taken place. TRP also takes the position for the first time that the construction deadline issue should be "restricted" because of the controversy over the contractual rights. It should be noted that the contractual disputes were put before the Commission by TRP in its Petition For Reconsideration in PR Docket No. 93-144. In fact, while seeking to use the local litigation issue as an excuse for being unable to comply with the Commission's construction deadline, TRP did not even serve TCI with its filing and then itself engaged in *ex parte* contacts with the Commission on the merits of the litigation and the extension. (Exhibit D). TCI does not necessarily believe that the waiver issue is restricted because all of the parties agree that further time to construct is necessary and as detailed herein the extension question (and not the contractual rights) is the only matter of decisional significance before the Commission. Nevertheless, if any party has violated the *ex part* rules it is TRP.

appealable decision is rendered by a local court in Puerto Rico, all rights before the Commission run to the subject licensees, who must remain in control of their authorizations. Failure to allow the licensees the opportunity to go forward on this waiver request would amount to an impermissible prejudgement of the pending litigation in Puerto Rico. *See, Listeners' Guild, Supra.*, at 469.

A MINIMAL EXTENSION TO CONSTRUCT IS NECESSARY DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF THE LICENSEES

The licensees, through their selected and legitimate representative TCI, have taken all reasonable steps to comply with the Commission's mandate to complete construction of a Puerto Rico wide area system by November 20, 1997. As noted above, this deadline was first imposed in May, 1997. Immediately after that decision, TCI began negotiations with EF Johnson, an 800 MHz equipment manufacturer, to purchase the necessary equipment to construct a wide area system. Those negotiations resulted in a purchase order being executed on August 1, 1997, less than 90 days after the effective date of the Commission's order first establishing November 20, 1997 as the deadline. (Exhibit E) Because of this timely action, the licensees are entitled to a "presumption of due diligence" under existing policy. (*See eg.* 47 C.F.R. § 90.167 (c)).

As represented by EF Johnson itself, due to a number of reasons, including a sale of facilities, reorganization, downsizing , and a halt in production, the manufacturer was unable to deliver the ordered equipment to Puerto Rico until mid October (Exhibit E). That equipment, now available to TCI for the first time, will provide an Island wide system, constructed at 14 different sites with 22 base stations.[4] A local telecommunications engineer, Mr. Pedro Piza, who has outstanding credentials has been retained to complete the construction. (See Exhibit F).

In light of the fact that due diligence has been exercised and that the delays were beyond the control of the licensees , it is in the public interest for the Commission to grant the minimal extension requested herein for the completion of construction of the

[4]Specifically, the selected locations are Pastillo, San German Maricao, Atallaya, Aguadilla, Las Flores, La Santa, Mayagiez (2 sites), Guaynabo, Arecibo, San Juan (3 sites), and Bo Ceiba. Further details on the wide area project will be provided should the Commission require additional information.

Puerto Rico wide area system . (See 47 U.S. C. § 319 (b)). On the other hand, failure to grant this extension will result in a stranded investment of hundreds of thousands of dollars and deprive the public in Puerto Rico of a valuable communications service.

Sincerely,

Albert J. Catalano

Albert J. Catalano

cc: Elizabeth R. Sachs, Esq.

CERTIFICATION

On behalf of Telecellular, Inc., the undersigned hereby certifies under penalty of perjury, that the following is true and correct:

1. I am the Vice President of Telecellular, Inc.

2. I have read the subject "Request for Waiver."

3. All of the information presented therein is true and correct to the best of my knowledge, information and belief.

Paul J. Conrad

Paul J. Conrad

November 7, 1997

EXHIBIT A

TELECELLULAR, INC.
4011 ROSA ROAD
DALLAS, TEXAS 75202

RECAP OF 9 LICENSE CORPORATIONS YX LICENSES

1.	CARIBBEAN DIGITAL COMMUNICATIONS, INC.	WPHZ 584 861.0375
		WPDF 778 861.0375
		WPDF 779 861.2625
		WPDF 780 861.7625
2.	CARIBBEAN SMR, INC.	WPHZ 571 861.3125
		WPHZ 572 861.0375
		WPDF 781 862.5125
		WPDF 782 861.3125
		WPDF 783 861.0375
3.	CARIBBEAN SPECTRUM, INC.	WPHZ 580 861.5375
		WPHZ 588 861.2875
		WPHZ 577 861.2875
		WPDF 775 861.7875
		WPDF 776 861.2875
		WPDF 777 861.5375
4.	ISLAND COMMUNICATIONS, INC.	WPDF 793 856.6125
		WPDF 794 856.6375
		WPDF 795 856.6625
		WPHZ 564 856.6625
		WPHZ 565 856.6625
		WPHZ 585 856.6125
5.	ISLAND DIGITAL COMMUNICATIONS, INC.	WPDF 790 856.5375
		WPDF 791 856.5625
		WPDF 792 856.5875
		WPHZ 586 856.5375
		WPHZ 568 856.5375
		WPHZ 569 856.5625
		WPHZ 570 856.5875
6.	ISLAND SMR, INC.	WPDF 351 857.0375
		WPDF 799 856.5875
		WPDF 801 856.1375
		WPHZ 574 856.5875
		WPHZ 575 856.1375
		WPHZ 576 856.5875

7.	PONCE SMR, INC.	WPDQ 884 861.8625
8.	SMR DIGITAL PR INC.	WPDF 796 856.6875 WPDF 797 856.1625 WPDF 798 856.5125 WPHZ 581 856.1625 WPHZ 582 856.1625 WPHZ 583 856.6875
9.	SMR SPECTRUM P.R. INC.	WPDF 784 861.2875 WPDF 785 856.0625 WPDF 786 856.1375 WPHZ 566 856.0625 WPHZ 567 856.1375

EXHIBIT B

Caribbean Digital Communications, Inc.
Calle Nicaragua F-7
Vista del Morro, Catano, P.R. 00962
Tel. (787) 788-1047

October 31, 1997

Mr. Paul J. Conrad
Vice President
Telecellular, Inc.
P.O. Box 8507
San Juan, P.R. 00910

Re: Waiver Request for Call Signs: WPHZ584, WPDF778, WPDF779, WPDF780.

Dear Mr. Conrad:

Pursuant to the Written Consent of the Majority of Shareholders executed at the beginning of 1997, copies of which are attached as exhibits hereto, I am writing to authorize Telecellular, Inc. to seek a waiver from the Federal Communications Commission (FCC) of the November 20, 1997 construction deadline for my license Corporation's authorizations.

Pursuant to the Written Consent of the Majority of Shareholders, Telecellular, Inc. has purchased twenty-two (22) frequency scanning repeaters and associated equipment from E.F. Johnson Company. I understand that E.F. Johnson Company delivered this equipment to Puerto Rico on Friday, October 31, 1997 for installation.

I further authorize Telecellular, Inc. to construct and commence operation of my License Corporation's authorizations in conformance with the FCC's rules and regulations.

Sincerely,

(Signature)

Victor De León
(Print Name)

Director
(Director or Shareholder)

CONSENTIMIENTO ESCRITO DE LA MAYORIA DE LOS ACCIONISTAS DE

CARIBBEAN DIGITAL COMMUNICATIONS, INC.

Los accionistas de Caribbean Digital Communications, Inc. (Compania), siendo poseedores de la mayoria de las acciones emitidas y encirculacion, por este medio relevan notificacion a una reunion extrordinaria de los accionistas de la Compania y consienten cuando hayan firmado este consentimiento, que las siguientes resoluciones entonces, sean adoptados de la misma manera y teniendo la misma fuerza y efecto como si se adoptara por la mayoria del voto en una reunion extraordinaria de accionistas de la Compania que se llevo a cabo, debidamente anunciado y convocado con el proposito de actuar sobre la propuesta de adoptar tales resoluciones, todos de acuerdo con la Seccion 228 de la Ley General de Corporaciones del Estado de Delaware:

I. CONTRATO DE EMPRESA EN COMUN

Resuelto, que la mayoria de los accionistas de la Compania ratifiquen el Contrato de Empresa en Comun ejecutado por el Director en mayo de 1994 con Telecellular, Inc., una corporacion de Delaware formado en diciembre de 1993; y

Resuelto en adicion, que el Director, un oficial o un accionista de la Compania, insertar una copia del Contrato de Empresa en Comun en el libro de minutas de la Compania.

II. ENMIENDA AL CONTRATO DE EMPRESA EN COMUN

Resuelto, que la mayoria de los accionistas de la Compania apruebe la enmienda del Contrato de Empresa en Comun con Telecellular, Inc.; y

Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Empresa en Comun Enmendado en el libro de minutas de la Compania.

III. RESCISION DEL CONTRATO DE CONSTRUCCION Y ADMINISTRACION

Resuelto, que la mayoria de los accionistas de la Compania rescinde el Contrato de Construccion y Administracion ejecutado por el Director el 26 de mayo de 1995 con Telecellular de Puerto Rico, Inc., una corporacion de Delaware formada en febrero de 1995; y

Resuelto en adicion, que el Director, un oficial o un accionista de la Compania notifique por escrito a Telecellular de Puerto Rico, Inc. De la decision de rescindir el Contrato de Construccion y Administracion.

IV. CONTRATO DE CONSTRUCCION Y ADMINISTRACION

Resuelto, que la mayoria de los accionistas de la Compania apruebe el Contrato de Construccion y Administracion entre Telecellular, Inc. y la Compania y autorize al Director, un oficial o un accionista de la Compania a ejecutar el Contrato de Construccion y Administracion para la Compania con Telecellular, Inc.

Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Construccion y Administracion en el libro de minutas de la Compania.

FECHA: 3/30/97 FIRMA DE ACCIONISTA J R C

ACCIONES: 62,500 NOMBRE EN LETRA DE MOLDE James R Conrad

CONSENTIMIENTO ESCRITO DE LA MAYORIA DE LOS ACCIONISTAS DE

CARIBBEAN DIGITAL COMMUNICATIONS, INC.

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III. RESCISION DEL CONTRATO DE CONSTRUCCION Y ADMINISTRACION

Resuelto, que la mayoria de los accionistas de la Compania rescinde el Contrato de Construccion y Administracion ejecutado por el Director el 26 de mayo de 1995 con Telecellular de Puerto Rico, Inc., una corporacion de Delaware formada en febrero de 1995; y

Resuelto en adicion, que el Director, un oficial o un accionista de la Compania notifique por escrito a Telecellular de Puerto Rico, Inc. De la decision de rescindir el Contrato de Construccion y Administracion.

IV. CONTRATO DE CONSTRUCCION Y ADMINISTRACION

Resuelto, que la mayoria de los accionistas de la Compania apruebe el Contrato de Construccion y Administracion entre Telecellular, Inc. y la Compania y autorice al Director, un oficial o un accionista de la Compania a ejecutar el Contrato de Construccion y Administracion para la Compania con Telecellular, Inc.

Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Construccion y Administracion en el libro de minutas de la Compania.

FECHA: 1/Nov./97 FIRMA DE ACCIONISTA _____

ACCIONES: 62,500 NOMBRE EN LETRA DE MOLDE Victor M. De Leon

CONSENTIMIENTO ESCRITO DE LA MAYORIA DE LOS ACCIONISTAS DE

CARIBBEAN DIGITAL COMMUNICATIONS, INC.

Los accionistas de Caribbean Digital Communications, Inc. (Compania), siendo poseedores de la mayoria de las acciones emitidas y encirculacion, por este medio relevan notificacion a una reunion extrordinaria de los accionistas de la Compania y consienten cuando hayan firmado este consentimiento, que las siguientes resoluciones entonces, sean adoptados de la misma manera y teniendo la misma fuerza y efecto como si se adoptara por la mayoria del voto en una reunion extraordinaria de accionistas de la Compania que se llevo a cabo, debidamente anunciado y convocado con el proposito de actuar sobre la propuesta de adoptar tales resoluciones, todos de acuerdo con la Seccion 228 de la Ley General de Corporaciones del Estado de Delaware:

I. CONTRATO DE EMPRESA EN COMUN

Resuelto, que la mayoria de los accionistas de la Compania ratifiquen el Contrato de Empresa en Comun ejecutado por el Director en mayo de 1994 con Telecellular, Inc., una corporacion de Delaware formado en diciembre de 1993; y

Resuelto en adicion, que el Director, un oficial o un accionista de la Compania, insertar una copia del Contrato de Empresa en Comun en el libro de minutas de la Compania.

II. ENMIENDA AL CONTRATO DE EMPRESA EN COMUN

Resuelto, que la mayoria de los accionistas de la Compania apruebe la enmienda del Contrato de Empresa en Comun con Telecellular, Inc.; y

Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Empresa en Comun Enmendado en el libro de minutas de la Compania.

III. RESCISION DEL CONTRATO DE CONSTRUCCION Y ADMINISTRACION

Resuelto, que la mayoria de los accionistas de la Compania rescinde el Contrato de Construccion y Administracion ejecutado por el Director el 26 de mayo de 1995 con Telecellular de Puerto Rico, Inc., una corporacion de Delaware formada en febrero de 1995; y

Resuelto en adicion, que el Director, un oficial o un accionista de la Compania notifique por escrito a Telecellular de Puerto Rico, Inc. De la decision de rescindir el Contrato de Construccion y Administracion.

IV. CONTRATO DE CONSTRUCCION Y ADMINISTRACION

Resuelto, que la mayoria de los accionistas de la Compania apruebe el Contrato de Construccion y Administracion entre Telecellular, Inc. y la Compania y autorize al Director, un oficial o un accionista de la Compania a ejecutar el Contrato de Construccion y Administracion para la Compania con Telecellular, Inc.

Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Construccion y Administracion en el libro de minutas de la Compania.

FECHA: 4-30-97 FIRMA DE ACCIONISTA José Arocho Nieves

ACCIONES: 20,000 NOMBRE EN LETRA DE MOLDE JOSÉ AROCHO NIEVES

CONSENTIMIENTO ESCRITO DE LA MAYORIA DE LOS ACCIONISTAS DE

CARIBBEAN DIGITAL COMMUNICATIONS, INC.

Los accionistas de Caribbean Digital Communications, Inc. (Compania), siendo poseedores de la mayoria de las acciones emitidas y encirculacion, por este medio relevan notificacion a una reunion extrordinaria de los accionistas de la Compania y consientan cuando hayan firmado este consentimiento, que las siguientes resoluciones entonces, sean adoptados de la misma manera y teniendo la misma fuerza y efecto como si se adoptara por la mayoria del voto en una reunion extraordinaria de accionistas de la Compania que se llevo a cabo, debidamente anunciado y convocado con el proposito de actuar sobre la propuesta de adoptar tales resoluciones, todos de acuerdo con la Seccion 228 de la Ley General de Corporaciones del Estado de Delaware:

I. CONTRATO DE EMPRESA EN COMUN

Resuelto, que la mayoria de los accionistas de la Compania ratifiquen el Contrato de Empresa en Comun ejecutado por el Director en mayo de 1994 con Telecellular, Inc., una corporacion de Delaware formado en diciembre de 1993; y

Resuelto en adicion, que el Director, un oficial o un accionista de la Compania, insertar una copia del Contrato de Empresa en Comun en el libro de minutas de la Compania.

II. ENMIENDA AL CONTRATO DE EMPRESA EN COMUN

Resuelto, que la mayoria de los accionistas de la Compania apruebe la enmienda del Contrato de Empresa en Comun con Telecellular, Inc.; y

Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Empresa en Comun Enmendado en el libro de minutas de la Compania.

III. RESCISION DEL CONTRATO DE CONSTRUCCION Y ADMINISTRACION

Resuelto, que la mayoria de los accionistas de la Compania rescinde el Contrato de Construccion y Administracion ejecutado por el Director el 26 de mayo de 1995 con Telecellular de Puerto Rico, Inc., una corporacion de Delaware formada en febrero de 1995; y

Resuelto en adicion, que el Director, un oficial o un accionista de la Compania notifique por escrito a Telecellular de Puerto Rico, Inc. De la decision de rescindir el Contrato de Construccion y Administracion.

IV. CONTRATO DE CONSTRUCCION Y ADMINISTRACION

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Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Construccion y Administracion en el libro de minutas de la Compania.

FECHA: 4/30/97 FIRMA DE ACCIONISTA Olga Rosselló

ACCIONES: 251,875 NOMBRE EN LETRA DE MOLDE Olga Rosselló

CONSENTIMIENTO ESCRITO DE LA MAYORIA DE LOS ACCIONISTAS DE

CARIBBEAN DIGITAL COMMUNICATIONS, INC.

Los accionistas de Caribbean Digital Communications, Inc. (Compania), siendo poseedores de la mayoria de las acciones emitidas y encirculacion, por este medio relevan notificacion a una reunion extrordinaria de los accionistas de la Compania y consienten cuando hayan firmado este consentimiento, que las siguientes resoluciones entonces, sean adoptados de la misma manera y teniendo la misma fuerza y efecto como si se adoptara por la mayoria del voto en una reunion extraordinaria de accionistas de la Compania que se llevo a cabo, debidamente anunciado y convocado con el proposito de actuar sobre la propuesta de adoptar tales resoluciones, todos de acuerdo con la Seccion 228 de la Ley General de Corporaciones del Estado de Delaware:

I. CONTRATO DE EMPRESA EN COMUN

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Resuelto en adicion, que el Director, un oficial o un accionista de la Compania, insertar una copia del Contrato de Empresa en Comun en el libro de minutas de la Compania.

II. ENMIENDA AL CONTRATO DE EMPRESA EN COMUN

Resuelto, que la mayoria de los accionistas de la Compania apruebe la enmienda del Contrato de Empresa en Comun con Telecellular, Inc.; y

Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Empresa en Comun Enmendado en el libro de minutas de la Compania.

III. RESCISION DEL CONTRATO DE CONSTRUCCION Y ADMINISTRACION

Resuelto, que la mayoria de los accionistas de la Compania rescinde el Contrato de Construccion y Administracion ejecutado por el Director el 26 de mayo de 1995 con Telecellular de Puerto Rico, Inc., una corporacion de Delaware formada en febrero de 1995; y

Resuelto en adicion, que el Director, un oficial o un accionista de la Compania notifique por escrito a Telecellular de Puerto Rico, Inc. De la decision de rescindir el Contrato de Construccion y Administracion.

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Resuelto en adicion, que el Director, un oficial o uno de los accionistas de la Compania, insertar una copia del Contrato de Construccion y Administracion en el libro de minutas de la Compania.

FECHA: 5/7/97 FIRMA DE ACCIONISTA [signature]

ACCIONES: 62,500 NOMBRE EN LETRA DE MOLDE Dr. JUAN FELIX RAMOS