

9. Term of Agreement. This Agreement shall become effective at 8:00 a.m. (San Francisco time) on the first business day following the day on which the Registration Statement becomes effective, or at the time Boardwalk (a) releases for publication the first newspaper advertisement regarding the offering, or (b) releases the Shares for offering by letter or telegram, whichever is earlier. Any party hereto may prevent this Agreement from becoming effective, without liability, except for expenses incurred and set forth in Section 3(a), 3(b) or 3(c) of this Agreement, to the other parties, by written notice before the time this Agreement becomes effective. After this Agreement becomes effective, any party may terminate it at any time for any reason by giving thirty (30) days' written notice to the other parties, provided, however, that this Agreement shall in any event automatically terminate at the first occurrence of any of the following events (the "Termination Date"): (a) the Registration Statement ceases to be effective; (b) the offering is terminated in accordance with the terms of the Prospectus; or (c) Boardwalk's license or registration to act as a broker/dealer shall be revoked or suspended by any federal or state regulatory agency and such revocation or suspension is not cured within ten (10) days from the date of such occurrence.

10. Notices. All notices and communications hereunder shall be in writing, and, if sent to the Company, shall be mailed to:

Patrick Baldwin, Esq.
GENERAL CELLULAR CORPORATION
50 California Street, Suite 470
San Francisco, California 94111

or, if sent to Boardwalk, shall be mailed to:

Boardwalk Capital Corporation
30423 Canwood Street, Suite 210
Agoura Hills, California 91301
Attention: Mason Dinehart

with a copy to:

Daniel B. Eng
ATTIA BARTEL ENG & TORNGREN
300 Capitol Mall, Suite 1100
Sacramento, California 95814

11. Successors. This Agreement shall not be assigned or transferable by Boardwalk by operation of law or otherwise.

12. Construction.

(a) This Agreement shall be construed according to the laws of the State of California.

(b) Nothing in this Agreement shall constitute Boardwalk and Participating Brokers as in association with each other or with the Company and instead, this Agreement shall constitute Boardwalk as the broker/dealer authorized by the Company to sell and to manage the sale by others of the Shares according to the terms expressly set forth herein; provided, however, that Boardwalk shall not in any event have any authority to act as the broker/dealer of the Company except according to and limited to the terms expressly set forth herein.

(c) This Agreement constitutes the complete understanding among the parties hereto and supercedes all other understandings, whether written or oral. No variation, modification, or amendment to this Agreement shall be deemed valid or effective unless and until it is signed by all parties hereto.

(d) If any provisions of this Agreement shall be deemed void, invalid, or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Arbitration. In the event of a dispute between the parties to this agreement or a dispute regarding the interpretation thereof, such dispute shall be submitted to arbitration before the American Arbitration Association with venue to lie in San Francisco. Each side shall bear its own attorneys' fees, expenses and costs relating to such arbitration.

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

GENERAL CELLULAR CORPORATION,
a Delaware corporation

By: _____
Anthony T. Easton
Chief Executive Officer

BOARDWALK CAPITAL CORPORATION,
a California corporation

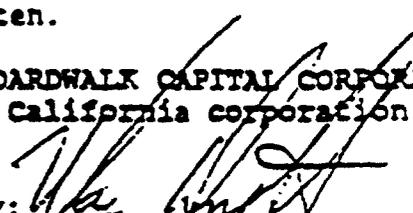
By: 
Mason Dinehart
President

EXHIBIT B

AMENDED
PARTICIPATING BROKER AGREEMENT

BETWEEN BOARDWALK CAPITAL CORPORATION
AND
THOMAS F. WHITE & COMPANY

This Agreement is made as of April __, 1989, between BOARDWALK CAPITAL CORPORATION, a California corporation ("Boardwalk") and THOMAS F. WHITE & COMPANY, a California corporation ("White").

Recitals of Fact

GENERAL CELLULAR CORPORATION ("GCC") is a corporation duly organized under the laws of the State of Delaware by virtue of the Certificate of Incorporation dated January 28, 1988, which is recorded in the office of the Secretary of State of Delaware and proposes to offer and sell up to 10 million shares of its Class A Common Stock (the "Shares") to qualified investors pursuant to a public offering (the "Offering") of the Shares that shall be registered with the Securities and Exchange Commission (the "Commission").

Boardwalk is a corporation incorporated in and presently in good standing in the State of California, a member presently in good standing of the National Association of Securities Dealers, Inc. (the "NASD"), presently licensed by the California Commissioner of Corporations as a broker-dealer to offer and sell to qualified investors securities of the type proposed to be offered by GCC and presently registered as a broker-dealer with the Commission. Boardwalk has heretofore been designated the managing broker-dealer to sell and manage the sale by certain other licensed broker-dealers of the Shares pursuant to the terms of the Participating Broker Agreements to be entered into by such broker-dealers.

White represents and warrants that it is a member presently in good standing of the NASD, that it is presently registered as a broker-dealer with the Commission, and that it is in good standing and presently licensed by the appropriate regulatory agency of each state in which it will offer and sell the Shares as a broker-dealer qualified to offer and sell securities of the type proposed to be offered by GCC. The states in which White will offer and sell the Shares are designated in Exhibit A hereto.

GCC has filed with the Commission a registration statement on Form S-1 (No. 33-20781) including a preliminary prospectus, in connection with the registration of the Shares under the Securities Act of 1933 (the "1933 Act"), as amended. Such registration statement, as it may be amended, and the preliminary prospectus and exhibits filed as a part of such registration statement and any amendments thereto on file with the Commission at the time the registration statement becomes effective, including any post-effective amendments to such registration statement and prospectus after the effective date of registration of the Shares, are herein respectively referred to as the "Registration Statement" and the "Prospectus". Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Prospectus.

The offer and sale of the Shares shall be made pursuant to the terms and conditions of the Registration Statement and the Prospectus and, shall be subject to all applicable securities laws of all states in which the Shares are offered and sold.

Heretofore, certain registered representatives have been dually registered between Boardwalk and White. The undersigned parties represent and warrant that upon the effective date of this Agreement, all registered representatives previously dually licensed will be singularly licensed with White; and further, that the exchange of Cellular Interests and CHI Class A Common Stock, with certain exceptions as provided herein, will be the exclusive responsibility of White.

Boardwalk desires to retain White to use White's best efforts to sell the Shares of GCC pursuant to the Cash Offer and to exchange Shares for Cellular Interests and certain shares of Cellular Holdings, Inc. ("CHI") Class A common stock which may be tendered pursuant to the Exchange Offering, and White is willing and desires to serve as a broker-dealer for the sale and exchange of the Shares of GCC upon the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and terms and conditions thereof, it is agreed between Boardwalk and White as follows:

1. Best Efforts.

(a) Subject to the terms and conditions herein set forth, Boardwalk hereby hires White as an independent contractor to use its best efforts to sell and exchange for GCC's account the Shares described in the Registration Statement. White hereby accepts such independent contractor relationship and covenants, warrants, and agrees to sell and exchange the Shares according to all of the terms and conditions of the Registration Statement, the Rules of Fair Practice of the NASD, all applicable state and federal laws, including the 1933 Act, as amended, and any and all regulations and rules pertaining thereto heretofore or hereafter issued by the Commission. Neither White nor any other person shall have any authority to bind Boardwalk or GCC or to give any information or make any representations in connection with any offer, sale or exchange of the Shares other than as contained in the Prospectus, as amended and supplemented, and as is otherwise expressly authorized in writing by Boardwalk, provided, further that White shall use only such sales literature and/or advertising in connection with the sale of the Shares as shall conform in all respects to any restrictions of local law and the applicable requirements of the 1933 Act, as amended, and which shall be approved prior to its use in writing by Boardwalk. It is agreed that White's relationship with Boardwalk is as an independent contractor and that nothing herein shall be construed as creating a partnership, joint venture, or employer-employee relationship between White and Boardwalk.

(b) White shall use its best efforts promptly following receipt of written notice from Boardwalk of the effective date of the Registration Statement, to sell and/or exchange the Shares at the price of twenty dollars (\$20) per Share, to be sold and/or exchanged in such quantities and to such persons and according to such terms as are stated in the Registration Statement and the Prospectus. White shall comply with all requirements set forth in the Registration Statement and the Prospectus. Boardwalk reserves the right to establish such additional procedures as it may deem necessary to ensure compliance with the requirements of the

Registration Statement or applicable law, and White shall comply with all such additional procedures to the extent that it has received written notice thereof.

(c) White shall instruct prospective purchasers of the Shares pursuant to the Cash Offer to make checks payable to Bank of America N.A. & S.T., San Francisco, California (the "Escrow and Exchange Agent") and all monies received for purchase of any of the Shares shall immediately be forwarded by White to Boardwalk, to be deposited by Boardwalk in a segregated bank account (the "Escrow and Exchange Account") established for GCC by the Escrow and Exchange Agreement solely for such subscriptions.

(1) Where White's internal supervisory procedures provide for internal supervisory review at the same location at which subscription documents and checks are received from subscribers, checks will be transmitted by the end of the next business day following receipt by White to Boardwalk.

(2) Where White's internal supervisory procedures provide for final internal supervisory review to be conducted at a different location, checks will be transmitted by the end of the next business day following receipt by White to the office of White concluding such final review (the "Final Review Office"). The Final Review Office will, by the end of the next business day following receipt thereof, transmit such checks to Boardwalk.

(d) White shall instruct Cellular Interest holders and CHI shareholders exchanging their Cellular Interests or CHI shares for Shares pursuant to the Exchange Offer to tender such Cellular Interests or CHI shares along with completed Offering Documents to White, who will in turn immediately forward the Cellular Interests or CHI shares and the Offering Documents to Boardwalk. Boardwalk shall then immediately forward such Offering Documents and Cellular Interests or CHI shares to the Escrow and Exchange Agent.

(e) During the full term of this Agreement, Boardwalk shall have full authority to take such action as it may deem advisable in respect to all matters pertaining to the performance of White under this Agreement.

(f) The Shares shall be offered and sold only where the Shares may be legally offered and sold, and only to such persons in such states who shall be legally qualified to purchase the Shares. Boardwalk shall give White written notice at the time of effectiveness of those states in which the offering and sale of Shares may be made, and shall amend such notice thereafter as may be necessary and appropriate; no Shares shall be offered or sold in any other states.

(g) White shall have no obligation under this Agreement to purchase any of the Shares for its own account.

(h) White undertakes to comply with Sections 8, 24 and 36 of Article III of the Rules of Fair Practice of the NASD. White confirms that it is familiar with Securities Act Release No. 4968 and Rule 15c2-8 under the Exchange Act of 1934, relating to the discussion of preliminary and final prospectuses, and confirms that it has complied and will comply therewith.

2. Compensation to Broker. Boardwalk shall pay White, as compensation for all White's services pursuant to this Agreement to be rendered as follows:

(a) Cash Offer by General Cellular Corporation.

(i) For cash sales made by White registered representatives, White shall receive 4.5% of the selling price of the Shares as commission.

(ii) For broker-dealer referrals made by White representatives to Boardwalk that result in Boardwalk entering into a Participating Broker Agreement with Boardwalk, White will receive ten (10) basis points of the selling price of the Shares as a referral fee.

(b) Cellular Interests and CHI Class A Common Stock (Exclusive of CHI Class A Common Stock Discussed in Section 2(c) and 2(d) of this Agreement.

For Shares sold for Cellular Interests or shares of CHI Class A common stock exclusive of shares of CHI Class A common stock discussed in Sections 2(c) and 2(d) of this Agreement by White registered representatives, White shall receive 2.55% of the selling price of the Shares as commission.

(c) CHI Class A shares Held by Shareholders Listed in Exhibit B.

For Shares sold for shares of CHI Class A common stock held by certain CHI shareholders by White registered representatives subsequent to the date of this Agreement, White shall receive 0.45% of the selling price of the Shares as commission. White shall be supplied a list of such shareholders prior to GCC's registration statement effectiveness.

(d) CHI Class A Common Stock Attributable to CHI Class B Common Stock.

For exchanges of CHI Class A common stock attributable to the conversion from CHI Class B common stock, White shall receive no commission.

The above compensation shall remain in effect during the full term of this Agreement unless otherwise changed by a written agreement between the parties hereto. A sale or exchange of a Share shall be deemed to be completed only after the Escrow and Exchange Agent receives properly completed Offer Documents from White, together with payment of the full purchase price of each purchased Share from a buyer who satisfies each of the terms and conditions of the Registration Statement and Prospectus and the Offer Documents, and only after such have been accepted in writing by GCC. An exchange of a Cellular Interest for Shares shall be deemed to be completed only after the escrow and exchange agent receives a properly completed set of Offering Documents together with the Cellular Interests to be exchanged from a Cellular Interest holder who satisfies each of the terms and conditions of the Registration Statement and Prospectus and the Offer Documents, and only after the tender of the Cellular Interests and the Offering Documents have been accepted by GCC. Such compensation shall be payable to White by Boardwalk within thirty (30) days after such acceptance of the subscription agreement provided however that compensation or commissions shall not be paid by Boardwalk: (i) until such time as a Closing occurs as described in the Prospectus; and (ii) until any compensation

or commissions receivable from GCC by Boardwalk have been received by Boardwalk.

3. Association of Other Broker-Dealers. It is expressly understood between Boardwalk and White that Boardwalk may engage other broker-dealers in connection with GCC's cash offer who are licensed members of NASD ("NASD Members"), registered as broker-dealers with the Commission and duly licensed by the appropriate regulatory agency of each state in which they will offer and sell the Shares of GCC. Such other NASD Members may be employed by Boardwalk as broker-dealers on terms and conditions identical or similar to this Agreement and shall receive such rates of commission as are agreed to between Boardwalk and the respective other NASD Members and as are in accordance with the terms of the Registration Statement. Boardwalk and White further agree that until this Agreement is terminated, Boardwalk shall engage White as its exclusive broker-dealer in those states in which White is registered as a broker-dealer and Boardwalk is not as of the effective date of the Registration Statement. Subsequent to the Registration Effective Date, Boardwalk shall have, however, the right to engage other broker-dealers in connection with the Exchange Offer in those states in which White is not registered as a broker-dealer.

4. Conditions of the White's Obligations. White's obligations hereunder are subject, during the full term of this Agreement and the Offering, to: (a) the performance by Boardwalk of its obligations hereunder; and (b) the conditions that: (i) the Registration Statement shall become and remain effective; (ii) the performance by Boardwalk of its due diligence in connection with GCC's Offering of the Shares upon which White may rely; and (iii) no stop order shall have been issued suspending the effectiveness of the Registration Statement; (c) White shall have no responsibility for any liability with respect to registered representative advance accounts prior to April 1, 1989.

5. Conditions to Boardwalk's Obligations. The obligations of Boardwalk hereunder are subject, during the full term of this Agreement and the Offering, to the conditions that: (a) at the effective date of the Registration Statement and thereafter during the term of this Agreement while any Shares remain unsold, the Registration Statement shall remain in full force and effect authorizing the offer and sale of the Shares; (b) no stop order suspending the effectiveness of the Offering or other order restraining the offer or sale of the Shares shall have been issued nor proceedings theretofore initiated or threatened by any state regulatory agency or the Commission; (c) White shall be a corporation in good standing with and registered as a broker-dealer in the states listed in Exhibit A and White shall immediately inform Boardwalk of any deletions or additions to such list; and (d) Boardwalk shall have no responsibility whatsoever to supervise or provide compliance review to the 50 California Street Branch Office of White or to any other representatives of White.

6. Covenants of Boardwalk. Boardwalk covenants, warrants, and represents, during the full term of this Agreement, that:

(a) It shall use its best efforts to prevent the sale of the Shares through persons other than NASD Members.

(b) It shall provide White, when received, with a copy of any letter from the NASD concerning this Offering.

(c) It shall use its best efforts to cause GCC to maintain the effectiveness of the Registration Statement and to file such applications for amendments to the Registration Statement as may be reasonably necessary for that purpose.

(d) It shall advise White whenever and as soon as it receives or learns of any order issued by the Commission, the NASD, any state regulatory agency, or any other regulatory agency which suspends the effectiveness of the Registration Statement or prevents the use of the Prospectus or which otherwise prevents or suspends the offering or sale of the Shares, or whenever and as soon as it receives notice of any proceedings regarding any such order.

(e) It shall use its best efforts to prevent the issuance of any order described herein at subpart (d) hereof and to obtain the lifting of any such order if issued.

(f) It shall give White written notice when the Registration Statement becomes effective and shall deliver to White such number of copies of the Prospectus, and any supplements and amendments thereto, that are finally approved by the Commission, as White may reasonably request for sale of the Shares, which Prospectus shall in all respects conform to the applicable requirements of the 1933 Act, as amended, and all applicable rules and regulations promulgated thereunder, and which Prospectus shall not contain any untrue statement of a material fact required to be stated therein or omit any material statement necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(g) It shall promptly notify White of any post-effective amendments or supplements to the Registration Statement or Prospectus and shall furnish White with copies of any revised Prospectus and/or supplements and amendments to the Prospectus.

(h) To the extent to which Boardwalk has knowledge thereof, it shall keep White fully informed of any material development which concerns GCC's business or financial condition.

(i) In conjunction with GCC, it shall use its best efforts to cause, at or prior to the time the Registration Statement becomes effective, the qualification of the Shares for offering and sale under the securities laws of such states as GCC shall elect.

7. Payment of Costs and Expenses. White shall pay all costs and expenses incident to the performance of its obligations under this Agreement and incurred in connection with its sales efforts related to the sales of the Shares, except for NASD and state fees related to the registration of White registered representatives in connection with the Exchange Offer and in states where White is registered as a broker-dealer and Boardwalk is not. Such NASD and state fees shall be paid by Boardwalk upon Boardwalk receiving an expense reimbursement from GCC.

8. Indemnification. White shall indemnify, defend, and hold harmless Boardwalk and all of its affiliates, and GCC and its affiliates and their officers, directors, employees, agents, and assignees against all losses, claims, demands, liabilities, and expenses, including reasonable legal and other expenses incurred in

defending such claims or liabilities, whether or not resulting in any liability to any of them, or which they or any of them may incur, including but not limited to alleged violations of the 1933 Act, as amended, and/or to the Securities Exchange Act of 1934, as amended, arising out of (a) the sale by White of any Shares of GCC pursuant to this Agreement, or (b) the breach by White of any of the terms and conditions of this Agreement, other than any claim, demand, or liability (1) arising from any untrue statement or alleged untrue statement of a material fact (i) contained in the Prospectus or the Registration Statement, as filed and in effect with the Commission, or any amendment or supplement thereto; (ii) contained in any application prepared or approved in writing by counsel to GCC and filed with any state regulatory agency in order to register or qualify the Shares under the securities laws thereof (the "blue sky applications"); or (iii) made by a registered representative dually licensed with Boardwalk and White; or (2) which shall arise out of or be based upon any omission to state therein a material fact required to be stated in the Prospectus or the Registration Statement or any of the blue sky applications or which is necessary to make the statements or a part thereof not misleading, which indemnity provision shall survive the termination of this Agreement.

Boardwalk shall indemnify, defend, and hold harmless White and all of its affiliates, and its officers, directors, employees, and agents against all losses, claims, demands, liabilities, and expenses, including all reasonable legal and other expenses in defending such claims or liabilities, whether or not resulting in any liability to any of them, or which they or any of them may incur, including, but not limited to, alleged violations of the 1933 Act, as amended, and/or the Exchange Act of 1934, as amended, arising out of the offer or sale by White of any Shares of GCC pursuant to this Agreement, or arising out of the breach by Boardwalk of any of the terms and conditions of this Agreement, but only to the extent that such claim or liability (a) arises from any untrue statement or alleged untrue statement of a material fact (i) contained in the Prospectus or the Registration Statement as filed and in effect with the Commission, or any amendment or supplement thereto; (ii) contained in any blue sky applications; or (iii) made by a registered representative dually licensed with Boardwalk and White; or (b) which shall arise out of or be based upon any omission or alleged omission to state therein a material fact required to be stated in the Prospectus or the Registration Statement or any of the blue-sky applications, or which is necessary to make the statements or any part thereof not misleading or (c) to the extent that such claims or liabilities are due, in whole or in part, to a breach by Boardwalk of any of the terms and conditions of this Agreement, which indemnity provision shall survive the termination of this Agreement.

9. Term of Agreement. This Agreement shall become effective at 8:00 a.m. (San Francisco time) on the first full business day following the day on which the Registration Statement becomes effective, or at the time Boardwalk (a) releases for publication the first newspaper advertisement regarding the Offering, or (b) releases the Shares for offering by letter or telegram, whichever is earlier. White and Boardwalk may each prevent this Agreement from becoming effective, without liability to the other, by written notice before the time this Agreement otherwise could become effective. After this Agreement becomes effective, either party may terminate it at any time for any reason by giving thirty (30) days' written notice to the other party provided, however, that this Agreement shall in any event automatically terminate at the first occurrence of any of the following events: (a) the Registration Statement for offer and sale of the Shares shall cease to be effective; or (b) Boardwalk or White's license or registration to act as a broker-

dealer shall be revoked or suspended by any federal or self-regulatory agency and such revocation or suspension is not cured within ten (10) days from the date of such occurrence. In any event this Agreement shall be deemed suspended during any period for which such license is revoked or suspended.

In the event that this Agreement is terminated pursuant to this Section 9, Boardwalk shall reimburse White for expenses incurred by it in good faith pursuant to Section 7 of this Agreement and compensate White for sales or exchanges of Shares made by it prior to the termination of this Agreement in the amount and manner set forth in Section 2 of this Agreement.

10. Notices. All notices and communications hereunder shall be in writing and, if sent to Boardwalk, shall be mailed to:

BOARDWALK CAPITAL CORPORATION
30423 Canwood Street, Suite 210
Agoura Hills, CA 91301

With a copy to:

Jared R. B. Hutton, Esq.
Attorney at Law
2800 28th Street, Suite 150
Santa Monica, CA 90405

or, if sent to White, shall be mailed to:

THOMAS F. WHITE & COMPANY
1 Second Street, 5th Floor
San Francisco, CA 94105

11. Successors. This Agreement shall not be assigned or transferred by White to any party by operation of law or otherwise.

12. Construction.

(a) This Agreement shall be construed in accordance with the applicable laws of the State of California.

(b) Nothing in this Agreement shall constitute White as in association with or in partnership with Boardwalk. Instead, this Agreement shall only authorize White to sell the Shares according to the terms as expressly set forth herein provided that White shall not in any event have any authority to act as the agent or broker of Boardwalk, except according to the terms as expressly set forth herein.

(c) This Agreement embodies the entire understanding between the parties hereto, and no variation, modification, or amendment to this Agreement shall be deemed valid or effective unless and until it is signed by both parties hereto.

(d) If any provision of this Agreement shall be deemed void, invalid or ineffective for any reason, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year indicated on the front page hereof.

THOMAS F. WHITE & COMPANY BOARDWALK CAPITAL CORPORATION

By _____
Thomas F. White,
Chairman

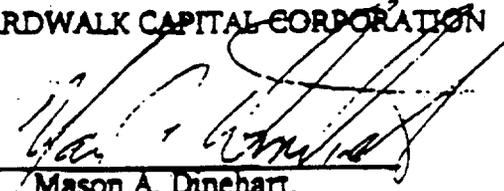
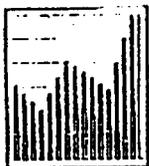
By 
Mason A. Dinehart,
President

EXHIBIT C



Thomas F. White & Co., Inc.

INVESTMENT SECURITIES
1 Second Street
San Francisco, California 94105
415/764-1900

REGISTERED REPRESENTATIVE AGREEMENT

NAME OF REGISTERED REPRESENTATIVE BRYANT LEE ALLEN IV

OFFICE _____ REPRESENTATIVE NUMBER _____

HOME ADDRESS 25 ANCHO VISTA #24 SAN ANSELMO, CA. 94960

DATE OF AGREEMENT _____

This agreement made by and between Thomas F. White & Co., Incorporated, a corporation organized and existing under the Laws of the State of California (hereinafter referred to as the Corporation), and _____ a registered representative (hereinafter referred to as the Representative).

1. The Corporation, subject to the terms and conditions contained herein, hereby authorizes the Representative to represent it, in obtaining applications and/or orders for the purchase or sale of various types of securities for which the Corporation or its correspondents may now or hereafter act as broker-dealer, wholesaler or underwriter.

2. The Representative agrees to use his/her best efforts in behalf of the Corporation while so representing it, and will take no action to injure the Corporation or its reputation and will not engage in employment by, or representation of, any issuer of, or dealer in, securities other than the Corporation without its written consent. The Representative agrees that in soliciting applications or in interviewing prospects that he/she will disclose that he/she is so doing as a licensed representative of the Corporation and that all orders for securities, limited partnerships, FINDER FEES, etc., will be placed through the Corporation and its correspondent brokers.

3. The Representative agrees to promptly report and remit to the Corporation all collections without co-mingling with his/her own funds, and in the event of his/her failure to do so, all his/her rights hereunder, including accrued and accruing commissions, shall forthwith terminate. The Representative is responsible for ensuring that clients remit monies and/or shares promptly to the Corporation or it's correspondents in accordance with Regulation T, and any losses will be charged to the Representative.

4. The Corporation may at its discretion furnish a surety bond or require the Representative to furnish such a security bond in an amount to be determined by the Corporation, which bond shall cover the conduct

Thomas P. White & Co., Inc.
Registered Representative Agreement
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of the Representative in the performance of his/her work in connection with the Corporation. It being understood and agreed that in the event the surety company designated by the Corporation shall refuse to cover said Representative or shall cancel his/her coverage, for any reason whatsoever, this agreement may be cancelled and terminated.

5. The Representative shall be free to exercise his/her own judgement as to whom to solicit and the time, place, and manner of such solicitations subject to his/her strict compliance with all applicable laws and regulations as stated above. In the performance of his/her work in connections with the Corporation he/she shall comply strictly with the rules of the National Association of Securities Dealers, Inc., the Statement of Policy governing transactions in shares of Investment Companies, the acts administered by the Securities and Exchange Commission, the regulations promulgated thereunder and all other applicable statutes and regulations of the United States of America and of the State or States and any other governmental or regulatory authorities in or under which the Representative and/or the Corporation may solicit applications and orders for the purchase of shares or other securities referred to in Paragraph one of this agreement. The Representative agrees that he/she will comply strictly with the rules of any Exchange of which the Corporation may be a member.

6. The Representative will make no solicitation for any securities until they have been duly registered under the applicable State and Federal laws, and until any license or permit required by law has been obtained, and unless such registration, license and permit is then in effect. All applications and/or orders for purchase of shares or other securities shall be subject to acceptance by the corporation.

7. The Representative agrees that in connection with his/her solicitations he/she will not take or recommend any action which he/she may have reason to believe is not in the best interest of the client or customer. He/she will not make any untrue statements or misrepresentations or omit any material facts concerning the securities involved and he/she will comply with all of the regulations and requirements of the Agencies set forth in Paragraphs five and six of this agreement. To that end, in soliciting customers, he/she will not use, or cause to be used, any prospectus, sales literature, letter or advertising material of any kind which has not been approved by the Corporation with a copy furnished to the Corporation. The Representative agrees that he/she shall not send any letters or other written material to any client or customer unless such letter or other written material has been initialed beforehand by one of the officers of the Corporation or it is such material as has been furnished by the Corporation to the Representative for distribution to clients or customers. He/she agrees to hold the Corporation harmless from any expenses, suits and damages resulting from acts or omissions of his/her obligations under this agreement, and to fully indemnify the Corporation from any losses, damages or liabilities that it may be subjected to for any violations on his/her part.

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Registered Representative Agreement

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8. In the event a customer of the Representative files suit or initiates a legal proceeding either in a court or before a regulatory body, including the National Association of Securities Dealers, the Representative agrees to indemnify and hold the Corporation harmless from any adverse judgement, ruling or decision thereon. Further, the Representative agrees to reimburse the Corporation all reasonable legal fees and costs incurred in connection with the defense of the Corporation arising out of the suit or proceeding. The Representative agrees that such reimbursement may be directly obtained by the Corporation without further notice to the Representative from commissions earned by the Representative from customer transactions and held by the Corporation for the account of the Representative.

9. The Representative shall be entitled to commissions with respect to sales made by him/her, less the charges stipulated in Exhibit A. Such commissions are payable subject to receipt by the Corporation of full payment for securities sold or purchased. Payments, if any, made to the Representative for his/her account in excess of commissions earned by him/her in accordance with the above mentioned Commissions Schedules as so amended or supplemented shall be deemed an advance against future commissions and the amount of such excess shall be refunded to the Corporation in the event of the termination of this agreement to the extent that such commissions are paid monthly on or about the 12th day of the month, based on a statement rendered up to the last day of the preceding month for commissions and/or dealer concessions and/or servicing fees where applicable which shall have been received at that time by the Corporation from the Mutual Fund sponsors and/or distributors, correspondent brokers, or other issuers or distributors.

10. The Representative hereby stipulates that he/she has received and read a copy of the Corporation's procedure manual, and agrees to comply therewith. Any failure to so comply shall be cause for immediate termination of this contract.

11. Any verbal amendments to the within contract shall not be considered as binding upon the parties thereto, unless they have been specifically confirmed in writing.

12. This agreement may be terminated at any time by either party upon thirty (30) days written notice to the other, and may be terminated forthwith by the Corporation for cause. Notice of any such termination shall be deemed to be given on the day mailed or delivered. If mailed to the Corporation, it shall be addressed to the principal office of the Corporation, and if mailed to the Representative shall be addressed to his/her last known address as shown by the records of the Corporation.

13. The Representative agrees that he/she will not at any time, use any information acquired by him/her during the period of this agreement, in any manner derogatory to the interests of the Corporation, and he/she will not commit any acts or act which may directly or indirectly induce any person to terminate his/her agreement

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Registered Representative Agreement
Page 4

and/or relationship with the Corporation.

14. This agreement shall be governed and construed by the laws of the State of California and all questions concerning its validity, construction or otherwise shall be determined under the laws of that State.

15. It is expressly understood that the relationship of the Representative to the Corporation is that of an independent contractor and nothing contained herein shall be construed to create an employer-employee relationship between the Representative and the Corporation. The Representative shall and does hereby assume and accept any and all responsibilities which are imposed upon an independent contractor by any statute, regulation, rule of law or otherwise. The Representative is not authorized to represent the Corporation or use its name except to the extent herein expressly provided for, nor is he authorized to pledge the credit or the Corporation or to obligate the Corporation in any manner.

16. The Representative shall pay all expenses in connection with his/her business as representative.

The Representative agrees to pay the cost of, and all fees associated with, registration with the NASD, the cost for registration in each state requested or needed, the Department of Corporations, all other applicable regulatory organizations and any other costs associated with initiating or maintaining registration.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the 19 day of August 1988.

Bryant Lee Aden
REGISTERED REPRESENTATIVE

[Signature]
THOMAS F. WHITE & CO., INC.

EXHIBIT D

April 13, 1989

*N.B. avec le requesteur
Alonso Calomari
-764-1932*

Mr. Lee Allen
Mr. William Kearney
Boardwalk Capital/Thomas F. White & Co.
50 California St. Suite 710
San Francisco, CA 94111

Dear Messrs. Allen and Kearney,

This letter is written to clarify the compensation in The General Cellular Offering:

The Thomas F. White registered representatives will receive 2.00% net commissions on the value of cellular interests that are rolled into General Cellular.

The Thomas F. White registered representatives will receive 2.5% net commissions on General Cellular stock that is purchased for cash.

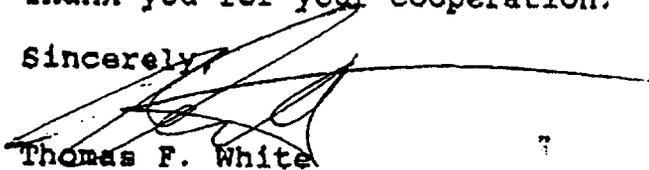
For C.H.I. interests that are rolled in by either Messrs. Allen or Kearney the commissions will be as follows: (1) For "family" members (Exhibit A) the commissions will be .10% net (10 basis points); (2) For all other C.H.I. interests that are rolled in the commission will be 2.00% net.

There will be a management override for cellular interests tendered of .10% net (10 basis points).

There will be no compensation for any C.H.I. Class B shares tendered.

Thank you for your cooperation.

Sincerely,


Thomas F. White

*The above assumes ① the commissions
are in excess of their draws and which
are deducted from the above and ② Thomas
F. White & Co. receives full payment from
Boardwalk.*
TFW

Name, Address and Telephone No. of Attorney(s)

JEFFREY S. SALISBURY
BOWLES & VERNA
2121 N. California Blvd., Suite 875
Walnut Creek, California 94596-8180
(510) 935-3300

Space Below for Use of Court Clerk Only

FILED
San Francisco County Superior Court

MAY 18 1995

ALAN CARLSON, Clerk
SUPERIOR COURT

BY: Alan Carlson Deputy Clerk

Attorney(s) for Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): DENNIS B. ADAMS, B. LEE
ALLEN, IV, DEBORAH BAKER, WILLIAM
KEARNEY, and BRIAN LINSLEY,

CASE NUMBER 830727 930727

REQUEST FOR DISMISSAL
TYPE OF ACTION

Defendant(s): BOARDWALK CAPITAL
CORPORATION, et al.,

- Personal Injury, Property Damage and Wrongful Death:
 - Motor Vehicle Other
- Domestic Relations Eminent Domain
- Other: (Specify) Damages and Equitable Relief

(Abbreviated Title)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. With prejudice Without prejudice
- 2. Entire action Complaint only Petition only Cross-complaint only
- Other: (Specify)* As to Robert R. Broad, only

Dated: April 24, 1995

Jeff Salisbury
Attorney(s) for Plaintiffs

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

JEFFREY S. SALISBURY
(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.**

Dated:

Attorney(s) for

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complainant (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

(Type or print attorney(s) name(s))

(To be completed by clerk)

- Dismissal entered as requested on
- Dismissal entered on as to only
- Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

....., Clerk

Dated By Deputy

PROOF OF SERVICE

1 I, the undersigned, declare:

2 I am a citizen of the United States of America, am over the age of
3 eighteen years, and not a party to the within action. I am an employee of
4 Bowles & Verna, 2121 North California Boulevard, Suite 875, Walnut Creek,
5 California 94596.

6 On May 16, 1995 I caused to be served the following document:

7 **REQUEST FOR DISMISSAL (ROBERT R. BROAD, ONLY)**

8 on the parties involved addressed as follows:

9 Jennifer Shannon
10 Douglas A. Long Law Corporation
11 1244 Spring Street
12 St. Helena
13 Napa, Valley, California 94574

14 Robert Broad
15 1539 Tigertail Court
16 Palmdale, California 93551

17 Jared R. B. Hutton, Esq.
18 2800 - 28th Street, Suite 150
19 Santa Monica, California 90405

20 _____ **BY PERSONAL DELIVERY:** I caused each such envelope to be delivered by
21 hand to the offices of each addressee above.

22 X **BY MAIL:** I caused each envelope, with postage thereon fully prepaid, to
23 be placed in the United States mail at Walnut Creek, California. I am
24 readily familiar with the business practice for collection and process-
25 ing of mail in this office; that in the ordinary course of business said
26 document would be deposited with the US Postal Service in Walnut Creek
27 on that same day. I understand that service shall be presumed invalid
28 upon motion of a party served if the postal cancellation date or postage
meter date on the envelope is more than one day after the date of
deposit for mailing contained on this declaration.

_____ **BY FACSIMILE:** By use of facsimile machine telephone number 510-256-1755
or 510-935-0371, I served a copy of the within document on the above
interested parties at the facsimile numbers listed above. The transmis-
sion was reported as complete and without error. The transmission
report, which is attached to this proof of service, was properly issued
by the transmitting facsimile machine.

_____ **BY FEDERAL EXPRESS OVERNIGHT DELIVERY:** I caused each envelope, with
delivery fees provided for, to be deposited in a box regularly main-
tained by Federal Express. I am readily familiar with Bowles & Verna's
practice for collection and processing of correspondence for overnight
delivery and know that in the ordinary course of Bowles & Verna's
business practice the document described above will be deposited in a
box or other facility regularly maintained by Federal Express or
delivered to an authorized courier or driver authorized by Federal
Express to receive documents on the same date that it is placed at
Bowles & Verna for collection.

I declare under penalty of perjury under the laws of the State of
California that the foregoing is true and correct.

Executed on May 16, 1995 at Walnut Creek, California.



Colleen Fulkerson

Name, Address and Telephone Attorney(s)
JEFFREY S. SALISBURY
BOWLES & VERNA
2121 N. California Blvd., Suite 875
Walnut Creek, California 94596-8180
(510) 935-3300

Space for Use of Court Clerk Only
FILED
San Francisco County Superior Court

JUN 14 1995

ALAN CARLSON, Clerk

BY: [Signature] Deputy Clerk

Attorney(s) for Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): DENNIS B. ADAMS, B. LEE ALLEN,
IV, DEBORAH BAKER, WILLIAM KEARNEY, and
BRIAN LINSLEY,

CASE NUMBER 930727

REQUEST FOR DISMISSAL

TYPE OF ACTION

- Personal Injury, Property Damage and Wrongful Death:
 - Motor Vehicle Other
- Domestic Relations Eminent Domain
- Other: (Specify) Damages and Equitable Relief

Defendant(s): BOARDWALK CAPITAL
CORPORATION, et al.

(Abbreviated Title)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. With prejudice Without prejudice
- 2. Entire action Complaint only Petition only Cross-complaint only
- Other: (Specify) * As to Robert Broad and Mason Dinehart

Dated: June 13, 1995

[Signature]
Attorney(s) for Plaintiffs

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

Jeffrey S. Salisbury
(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.**

Dated:

Attorney(s) for

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complainant (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

(Type or print attorney(s) name(s))

(To be completed by clerk)

- Dismissal entered as requested on
- Dismissal entered on as to only
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....., Clerk

Dated By Deputy

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5 California 94596.

6 On June 13, 1995 I caused to be served the following document:

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8 on the parties involved addressed as follows:

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12 St. Helena
13 Napa, Valley, California 94574

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Bowles & Verna for collection.

25 I declare under penalty of perjury under the laws of the State of
26 California that the foregoing is true and correct.

27 Executed on June 13, 1995 at Walnut Creek, California.

28 
Colleen Fulkerson

