IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE:
MARITIME COMMUNICATIONS/LAND MOBILE, LLC **CHAPTER 11**
Debtor **CASE NO. 11-13463-DWH**

MOTION TO ASSUME EXECUTORY CONTRACT
WITH DUQUESNE LIGHT COMPANY

COMES NOW Maritime Communications/Land Mobile, LLC ("Movant" or the "Debtor"), and files this its Motion to Assume Executory Contract with Duquesne Light Company (the "Motion"), and in support thereof, would show unto this Honorable Court as follows, to-wit:

1. On August 1, 2011, the Debtor herein filed with this Court its Voluntary Petition for bankruptcy under Chapter 11of the Bankruptcy Code.

Jurisdiction

2. Pursuant to 28 U.S.C. §§1334 and 157, together with 11 U.S.C. §§105, 363, 365, 541, 1107, related statutes, related rules and various orders of reference, the Court has jurisdiction of the subject matter herein and the parties hereto. This is a core proceeding.

Background

3. No trustee or examiner has been appointed herein, and an official committee of creditors has been established. The Movant continues to operate its business and manage its property as a debtor-in-possession.

4. The Debtor is engaged in the exclusive spectrum business with operations on spectrum licensed to it by the Federal Communications Commission ("FCC").

5. Prior to the filing of the petition herein, the Debtor entered into a number of contracts providing for the sale or other disposition, of certain assets/frequencies.

6. One of the pre-petition contracts the Debtor entered into is with Duquesne Light Company ("Duquesne"). The agreement is entitled "Asset Purchase Agreement" (the "Contract"), and a copy is attached, incorporated by reference and marked as **Exhibit "A"**. Pursuant to and as described in such Contract, the Debtor agreed to sell five (5) paired channels of 50kHz each in the "B Block" of 217-218 MHz and 219-220 MHZ band within the Western Pennsylvania Territory, specifically in Allegheny and Beaver Counties, Pennsylvania (the "License") to Duquesne for the consideration stated in the Contract.

7. There remains substantial performance by both Movant and Duquesne under the Contract and it is, accordingly, an executory contract as contemplated by 11 U.S.C. §365.

8. Movant has continued to operate its business interests since execution of the Contract, and has attempted to carry out its obligations under the Contract. Movant's regulatory and financial difficulties, which led to the filing of the Chapter 11 petition, prevented it from fully consummating the Contract prior to the filing of the Petition herein.

Relief Requested

9. Pursuant to this Motion, Movant seeks an order of the Court (a) approving Movant's assumption of the Contract as an executory contract and authorizing Movant to consummate such agreement; and (b) approving the sale of the License to Duquesne pursuant to the Contract free and clear of any liens, claims or interests in the License, subject to FCC approval.

10. Section 365 of the Bankruptcy Code provides that the Debtor, subject to Court approval, may assume an executory contract. As noted, the Contract is an executory contract that may be assumed pursuant to §365 of the Bankruptcy Code.

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11. Section 363 of the Bankruptcy Code provides that the Debtor, subject to Court approval, may sell assets outside of the ordinary course of business free and clear of liens, claims and other interests with any such liens, claims and interests attaching to the proceeds of sale to the same extent and priority as they attached to the subject license prior to the sale.

12. In the Debtor's reasonable business judgment, assumption of the Contract and sale of the Debtor's License as provided therein is in the best interest of the Debtor, the bankruptcy estate, all creditors, all parties and the ownership interest. In making this judgment, the Debtor has taken in to consideration the fact that assumption of the Contract, disposition of the assets and the Debtor's current financial situation, the Motion represents an appropriate exercise of the Debtor's reasonable business judgment in assuming the Contract in order to sell the License as provided therein to Duquesne in good faith. The negotiations with Duquesne have been conducted in good faith and at arm's length. Duquesne is not an insider of the Debtor. Duquesne is a good faith Purchaser as contemplated in 11 U.S.C Section 362(m).

13. To the extent there are pre-petition (or post-petition) defaults in connection with the Contract, they shall, and can, be cured as part of the assumption process.

14. To the extent there are pre-petition (or post-petition) liens, claims or interests against the License that is the subject of the Contract, a sale free and clear of such liens, claims and interests is appropriate and warranted.

15. Consummation of the Contract, assuming this Honorable Court sees fit to grant this Motion, still remains subject to the approval of the FCC. To facilitate FCC approval, the Debtor's equity holders have agreed that any order approving this Motion shall provide that they

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shall receive none of the sale proceeds except to the extent, if any, that the FCC expressly authorizes such participation.

16. Given the public safety considerations underlying Duquesne's proposed sale to the Debtor, the amount of time that has already passed since the Contract was signed and the need for subsequent FCC approval, Movant requests that the Court waive the stays provided by Bankruptcy Rules 6004(h) and 6006(d) to the extent applicable.

17. Other grounds to be assigned upon a hearing hereof.

WHEREFORE, PREMISES CONSIDERED, the Movant respectfully prays that upon a hearing hereof this Honorable Court will enter its order granting the Motion and approving the assumption of the Contract, and sale of the License to Duquesne as herein requested. The Movant prays general relief.

THIS, the 10th day of November, 2011.

Respectfully submitted,

MARITIME COMMUNICATIONS/
LANDMOBILE, LLC

By Its Attorneys,

HARRIS JERNIGAN & GENO, PLLC

By: Craig M. Geno

Craig M. Geno

OF COUNSEL:

Craig M. Geno, Esq., MSB No. 4793
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Post Office Box 3380 (39157)
Ridgeland, MS 39158-3380
601-427-0048-Telephone
601-427-0050-Facsimile

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CERTIFICATE OF SERVICE

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via United States Mail, postage prepaid, Notice of Electronic Filing and/or email transmission, a true and correct copy of the above and foregoing to the following:

Sammye S. Tharp, Esq.
Office of the United States Trustee
Sammye.S.Tharp@usdoi.gov

Charles A. Zdebski, Esq.
czdebski@eckertseamans.com

THIS, the 10th day of November, 2011.

Craig M. Geno

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE:

MARITIME COMMUNICATIONS/LAND MOBILE, LLC
Debtor

CHAPTER 11
CASE NO. 11-13463-DWH

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of the 18th day of February, 2010 ("Effective Date"), by and between **Maritime Communications/Land Mobile, LLC** (hereinafter referred to as the "Seller") a Delaware limited liability company with an office at 218 North Lee Street, Suite 318, Alexandria, VA 22314, on the one hand, and **Duquesne Light Company**, 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219 (hereinafter referred to as the "Buyer"). Buyer and Seller are hereinafter the "Parties" and individually each "Party".

WHEREAS, Buyer seeks to purchase from Seller five channel pairs of 50 kHz each of the Federal Communications Commission ("FCC") licenses owned by Seller within the Territory (as hereinafter defined) on the Effective Date of this Agreement; and

WHEREAS, the Parties are entering into this Agreement to document the terms and conditions under which Seller shall sell and Buyer shall purchase said FCC licenses.

NOW THEREFORE, based on the recitals provided above and other good and valuable consideration, the receipt and adequacy of which is confirmed by both Seller and Buyer intending to be legally bound, Seller and Buyer agree as follows:

Article I – Definitions

a) The term "**Communications Act**" means the Communications Act of 1934, as amended.

b) The term "**FCC Order**" means an action by the FCC granting the license for the six channels in the name of Buyer.

c) The term "**FCC Rules**" means the rules, regulations, and policies promulgated by the FCC under the Communications Act that are currently in effect.

d) The term "**Licenses**" shall mean five (5) paired channels of 50.00 kHz each of Automated Maritime Telecommunications Service ("AMTS") spectrum issued to Seller by the FCC in the "B Block" of the 217-218 MHz and 219-220 MHz band within the Territory. Attached as **Exhibit A** hereto is a list of those frequencies and sites indicating where the 5 channel pairs may be utilized. Seller may, with Buyer's consent, substitute specific AMTS channel designations prior to closing in order to optimize use of the spectrum in Western Pennsylvania.

e) The term "**Territory**" means those ten (10) locations within Allegheny and Beaver Counties, in Pennsylvania, covered by the Licenses, at the sites shown in **Exhibit A** attached hereto. Buyer's 38 dBu service contour will not exceed the county boundaries.

Article II – Purchase and Sale of Licenses.

a) Purchase Price. Buyer agrees to pay to Seller One Hundred and Twenty Five Thousand Dollars ($125,000.00) (the "Purchase Price") for the Licenses. Buyer agrees to pay Seller the balance of the Purchase Price on or before February 28, 2010.

b) Seller agrees to take the Licenses off the market and exclusively reserve the Licenses for the Buyer for a period of time necessary to receive all consents, waivers and/or approvals from the FCC that are deemed necessary or appropriate by the Buyer for the transactions contemplated by this Agreement (hereinafter the "Exclusivity Period"). The Exclusivity Period shall expire upon the earlier of (i) the Closing Date (as hereinafter defined) or (ii) the termination of this Agreement. In the interim period between today and the Closing Date or termination of this Agreement, Buyer agrees to lease the channels from Seller for an additional fee of One Dollar ($1.00) per year.

c) Closing. The closing (herein called the "Closing") of the transaction contemplated herein shall occur 10 business days after the date on which the FCC issues an order granting the Licenses to Buyer (hereinafter the "Closing Date").

d) Deliveries at Closing.

i) At Closing, Seller will deliver to the Buyer:

A) a copy of the order issued by the FCC that grants the Licenses to the Buyer;

B) an assignment from the Seller to the Buyer that acknowledges payment of the Purchase Price and that assigns all of the Seller's right, title and interest in and to the Licenses; and

C) such other instruments and documents as the Buyer may reasonably request.

ii) At Closing, Buyer will deliver to Seller such instruments of assumption as the Seller may reasonably request.

e) Conditions Precedent to Closing Obligations.

i) Conditions Precedent to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:

C) Litigation. No suit, action or other proceedings shall, on Closing Date, be pending or threatened before any court or governmental agency seeking to restrain, prohibit, or obtain material damages or other material relief in connection with the consummation of the transactions contemplated by this Agreement.

If any such condition on the obligations of Seller under this Agreement is not met as of the Closing Date, or in the event the Closing does not occur on or before the Closing Date, or in the event the FCC does not issue an order granting the Licenses to the Buyer, and (in any case) Seller is not in material breach of its obligations hereunder, this Agreement may, at the option of Seller, be terminated. In the event such a termination by Buyer occurs the parties shall have no further obligations to one another hereunder (other than the obligations under Articles V and X hereof all of which will survive such termination).

f) Cooperation. Within fifteen (15) days of the Effective Date of this Agreement, Seller must submit assignment application(s) to the FCC that seek permission from the FCC to assign the Licenses to Buyer from Seller. Buyer and Seller agree to cooperate in the Seller's preparation of, and the Seller's filing of, these FCC assignment application(s). The first draft of each such filing shall be prepared by Dennis C. Brown, counsel to Seller, and all such costs for the preparation of each such filing shall be borne by the Seller. Buyer shall be responsible for the cost of Buyer's counsel in reviewing and commenting on each such filing. Seller and Buyer shall diligently prosecute all such applications, request such extensions to consummate the transaction and take all such actions and give all such notice as may be required or requested by the FCC or any other regulatory agency or as may be appropriate in an effort to expedite the grant of such FCC or such regulatory agency consents, approvals and waivers.

Article III – Representations and Warranties

Seller represents, covenants and warrants that:

a) Seller is the exclusive owner of the Licenses.

b) The Licenses are free and clear of any liens or encumbrances.

c) The Licenses have not been leased by the Seller and will be clear for use by Buyer on the Closing Date.

d) From the Effective Date until the Closing Date, unless this Agreement is terminated earlier in accordance with its provisions, Seller shall not:

i) sell, transfer, pledge, assign, mortgage, encumber or otherwise dispose of all or any portion of the Licenses;

ii) engage in any transactions or take any action or omit to take any action which will or could adversely affect its rights or interest in, or the validity of, the Licenses;

iii) sell, lease, license, cause to arise any lien or otherwise dispose of the Licenses; and

iv) take any action that would make any representation or warranty of Seller under this Agreement materially inaccurate at, or as of any time prior to the Closing Date, or omit to take any action necessary to prevent any such representation or warranty from being materially inaccurate at any such time.

e) From the Effective Date until the Closing Date, unless this Agreement is terminated earlier in accordance with its provisions, Seller shall:

i) notify Buyer of any breach or inaccuracy of any representation or warranty of Seller made by Seller as of the Execution Date; and

ii) comply with all applicable laws concerning the Licenses and this Agreement, including FCC Rules and the Communications Act.

f) Seller shall:

i) maintain all of its rights and interest in, and the validity of, the License in compliance with the Communications Act and the FCC Rules;

ii) conduct its operations in accordance with the conditions established by the FCC for maintaining the Licenses; and

iii) promptly provide Buyer with copies of all applications and other correspondence to the FCC and any notices, authorizations, orders or correspondence received from the FCC that directly pertain to the Licenses.

g) Seller has the requisite power, authority and legal right to execute, deliver and perform this Agreement; this Agreement has been duly executed and delivered on behalf of Seller; and this Agreement constitutes the legal, valid and binding respective obligations of Seller, enforceable in accordance with their respective terms.

h) the Licenses are valid and Seller is in compliance with all statutes, rules, regulations and policies of the FCC concerning construction and operation of the Licenses and the facilities associated therewith, and the Licenses are fully constructed and operational as required by FCC Rules.

Article IV – Non-Disclosure

Seller and Buyer agree that this Agreement, including the exhibits, is confidential information. Notwithstanding any provision to the contrary, the Parties agree that:

a) each Party shall be entitled to disclose this Agreement to such Party's officers, directors, employees, legal counsel, accountants and corporate affiliates in order to understand, evaluate, administer, implement and/or enforce this Agreement provided each such permitted recipient of a copy of this Agreement understands that this Agreement is confidential; and

b) each Party shall be entitled to publicly disclose this Agreement to the extent such disclosure is necessary in any legal, judicial, administrative or dispute resolution proceeding in which a Party seeks the enforcement of, and/or an interpretation of, this Agreement.

Article V – Indemnification

a) Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, attorneys, agents and affiliates from and against all claims and actions and all expenses incidental to such claims or actions, including, without limitation, attorneys' fees and expenses, based upon or arising out of:

   i) acts and/or omissions of Seller or anyone acting under Seller's direction or control or on Seller's behalf during the term of this Agreement; and/or

   ii) any default or breach of any provision, representation, covenant and/or warranty of Seller under this Agreement.

b) Buyer shall indemnify, defend, and hold harmless Seller from and against all claims and actions and all expenses incidental to such claims or actions, including, without limitation, attorneys' fees and expenses, based upon or arising out of:

   i) acts and/or omissions of Buyer or anyone acting under Buyer's direction or control or on Buyer's behalf during the term of this Agreement; and/or

   ii) any default or breach of any provision, representation, covenant and/or warranty of Buyer under this Agreement.

Article VII – Governing Laws/Disputes

a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to its choice of law rules. The parties hereby irrevocably submit to the personal jurisdiction of any state or federal court sitting in the Commonwealth of Pennsylvania over any suit, action or proceeding arising out of or relating to this Agreement.

b) Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties. Any disagreement or dispute between the parties shall, if not promptly resolved by mutual agreement, be reduced to writing and submitted to executive officers of each party designated by such party to

handle such disputes. Within thirty (30) days of the submittal, such executive officers may, upon mutual agreement, meet to resolve the dispute and to hear any arguments that a party wishes to make in connection therewith. If the executive officers reach an agreement of the disposition of the dispute, they shall promptly issue their joint written decision resolving the dispute. Any dispute so dealt with shall be conclusively and finally decided and shall not be the subject of any litigation. Should the executive officers be unable to promptly resolve a dispute, either party may commence litigation in a court of competent jurisdiction and venue.

Article VIII – Publicity

a) No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder shall be issued by Buyer without prior written approval of Seller.

b) Any technical paper, article, publication, or announcement of advances generated in connection with the services under this Agreement, during the period of performance of the Agreement shall require Seller's prior written approval.

Article IX – Notices

All notices, requests, demands, and other communications permitted or required under this Agreement shall be in writing and shall be sent via (i) facsimile and will be deemed to be received upon receipt of a facsimile confirmation page or (ii) via nationally recognized courier service (e.g., Federal Express or UPS) and will be deemed to be received upon the earlier of the date of delivery by said courier service or the date upon which deliver by said courier service is refused by the recipient:

a) To Buyer, at:
Duquesne Light Company
Mark Sprock
Manager, Communications
411 Seventh Avenue; Mail Drop 8-5
Pittsburgh, PA 15219
Tel 412-393-4550
Fax 412-393-6757
msprock@duqlight.com

b) To Seller at:
John Reardon
CEO
MCLM, LLC
218 North Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555
(703) 887-2109 cell
Fax: (703) 548-4399

Article X – Termination

This Agreement may be terminated at any time before the Closing Date only as follows:

a) by mutual written consent of Seller and Buyer;

b) by either Seller or Buyer, upon written notice to the other Party, in accordance with the terms of Article II (e); and

c) by either Seller or Buyer, upon written notice to the other Party, of an uncured material breach by the other Party of an obligation or a representation or warranty of such other Party under this Agreement, provided that the non-breaching Party shall have promptly given the breaching Party written notice of same and the breaching Party shall not have cured same within 30 days of receipt of said notice; provided, further, that the non-breaching Party is not itself in material breach of its representations, warranties, covenants or agreements contained herein.

d) In the event of termination, Seller will refund Buyer the Purchase Price entirely, unless termination is due to Buyer's material breach of this Agreement, in which case Buyer will refund half the Purchase Price ($62,500.00) and retain the rest as its liquidated damages.

Article XI – Entire Agreement

This Agreement, and the exhibits hereto, constitute the entire agreement between Buyer and Seller. It supersedes all prior contemporaneous communication, representations or agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement herein made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound.

DUQUESNE LIGHT COMPANY

By: _____
Ruth DeLost, Director of Technology

Date: February 18, 2010

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
John Reardon, CEO

Date: _____

EXHIBIT A

The following channel pairs:

1.) 217/219.0250 MHz
2.) 217/219.0875 MHz
3.) 217/219.1500 MHz
4.) 217/219.2125 MHz
5.) 217/219.2759 MHz

The following locations, with one simplex channel of 50 kHz used at each location (for example, 217.0250 MHz at Clinton, 219.0250 MHz at Dravosburgh, etc):

1.) Clinton 40-30-29 N 80-18-18W
2.) Dravosburgh 40-22-30 79-53-23
3.) Hopewell 40-36-16 80-14-38
4.) Mt. Washington 40-25-34 80-00-13
5.) North 40-32-32 79-59-21
6.) Plumb 40-28-18 79-43-25 (this site shall be limited to 5 w ERP, 180 ft. transmitter location, and with a directional antenna used which is pointing southwest, away from Westmoreland County)
7.) Raccoon 40-38-25 80-19-59
8.) Shippingport 40-37-01 80-26-22
9.) Valley 40-42-59 80-17-40
10.) Wilmerding 40-24-06 79-48-49