

**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**

**ORDER GRANTING, ON AN INTERIM BASIS,
THIRD EMERGENCY MOTION TO AUTHORIZE
FINANCING PURSUANT TO 11 U.S.C. §364**

THIS CAUSE having come on to be heard for consideration on the *Third Emergency Motion to Authorize Financing Pursuant to 11 U.S.C. § 364* [DK #355] (the “Third Emergency Motion”), filed herein by Maritime Communications/Land Mobile, LLC (the “Debtor” and/or “Movant”) and upon the Conditional Objection thereto filed by Warren Havens, Skybridge Spectrum Foundation, Verde Systems LLC, Environmental LLC, Intelligent Transportation & Monitoring LLC, and Telesaurus Holdings GB LLC (collectively “SkyTel”) [DK #361], the Court having heard and considered the Third Emergency Motion, the objection thereto, evidence and arguments of counsel in support of, and in opposition to, the Third Emergency Motion, is of the opinion that the Third Emergency Motion should be granted, on an interim basis, subject to the terms and conditions of this Order.

1. On August 1, 2011 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, §101, *et seq.* (The “Bankruptcy Code”).

2. Movant submitted its Third Emergency Motion under Section 364(d) of the Bankruptcy Code and Bankruptcy Rule 4001(c).

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334(b). This matter is a core proceeding under 11 U.S.C. §157(b)(2).

4. Venue of this matter is proper in this Court pursuant to 28 U.S.C. §§1408 and 1409(a).

5. Notice and a hearing were adequate and appropriate under the circumstances.

6. The Debtor operates numerous licenses for wireless and cellular services, and alleges that it owns those licenses.

7. The Debtor alleges that its assets primarily include Federal Communications Commission licenses (the "Licenses").

8. The Debtor generates revenue from the Licenses (the "Revenue Stream").

9. The Court has previously entered Orders granting the Debtor the authority to incur debt with Southeastern Commercial Finance, LLC.

10. The Court has approved the original financing motion and a second motion, on a final basis. A copy of the *Final Order Granting Second Emergency Motion to Authorize Financing Pursuant to 11 U.S.C. § 364* is attached as Exhibit "A" hereto and is incorporated herein by reference.

11. The Debtor again finds itself without funds to continue its operations and has reached an agreement with Southeastern Commercial Finance, LLC to borrow an additional \$200,000.00 in order to continue funding of its operations.

12. The terms and conditions of the additional borrowings contemplated by the Third Emergency Motion are exactly as those approved by the Court in Exhibit "A" and the underlying documents which governed that order.

13. The Court affirms the findings of fact and conclusions of law contained in Exhibit "A" and simply amends its prior rulings, as approved in Exhibit "A" and grants the Third Emergency Motion in order to increase the funding by an additional \$200,000.00.

14. Notwithstanding anything to the contrary that may be contained in this Order or in the Third DIP Loan Documents or otherwise, nothing in this Order shall be deemed to be an adjudication that the Debtor owns the FCC Licenses, and SkyTel reserves and maintains the right to continue to: (a) assert that the Debtor does not own the FCC Licenses, (b) assert that the Debtor cannot, in light of its lack of ownership of the FCC Licenses or otherwise, properly grant, and has not properly granted, any valid security interests and/or liens in connection with the FCC Licenses or proceeds thereof, and (c) assert the claims and positions which are the subject of and/or are related to the District Court litigation and FCC Proceeding discussed in the SkyTel Objection to the Debtor's First Emergency Motion to Authorize Financing pursuant to 11 U.S.C. §364. The Debtor denies the claims of SkyTel.

15. To the extent any of the terms, conditions, or provisions of this Order conflict with any of the terms, conditions, or provisions of the Third DIP Loan Documents, the terms, conditions, and provisions of this Order shall govern and control.

16. The budget contemplated within the first and second financing motions and Exhibit "A" remains intact and unaltered and shall continue in the Debtor's operations as typical, recurring costs and expenses of operations.

17. The Conditional Objection of SkyTel is overruled, subject to the terms, conditions and provisions of this Order. No later than March 9, 2012, the Debtor shall provide copies of all of its lease agreements to SkyTel except those which have been filed in connection with prior motions in this case.

18. This Order is for interim relief only, and authorizes the Debtor to borrow up to \$200,000.00. A final hearing on the Third Emergency Motion is hereby scheduled for April 12, 2012, commencing at 10:00 a.m., at the Cochran U.S. Bankruptcy Courthouse, 703 Highway 145 North, Aberdeen, Mississippi. Objections to the

Third Emergency Motion must be filed with the Clerk of the Court on or before April 10, 2012, at 4:00 p.m., CST. Counsel for the Debtor is directed to immediately provide a copy of this Order to all creditors and parties in interest.

19. Accordingly, the Third Emergency Motion is hereby granted, on an interim basis, subject to and consistent with the terms, conditions and provisions of this Order.

SO ORDERED, this the 13th day of March, 2012.



DAVID W. HOUSTON, III
UNITED STATES BANKRUPTCY JUDGE

PRESENTED BY:

Craig M. Geno; MSB No. 4793
LAW OFFICES OF CRAIG M.GENO, PLLC
587 Highland Colony Parkway (39157)
P. O. Box 3380
Ridgeland, MS 39158-3380
601-427-0048 - Telephone
601-427-0050 - Facsimile

SPECTRUM LEASE AGREEMENT

This spectrum lease agreement (“Agreement”) is effective as of the 15 day of December, 2008 by and between Pinnacle Wireless, Inc., a New Jersey corporation (“Lessee”), and Maritime Communications/Land Mobile, LLC (“MCLM”), a Delaware company (“Licensee”). Lessee and Licensee may be referred to herein individually as “Party” and collectively as “Parties”.

WHEREAS, Licensee is the licensee under the Federal Communications Commission (“FCC”) for the call signs listed on Exhibit A hereto (“License(s)”); and

WHEREAS, Lessee is a for-profit wireless communications equipment and service provider with experience in and resources for constructing and operating private onsite and wide area integrated networks, with features such as voice, data, and messaging services; and

WHEREAS, the Parties have agreed to enter into an agreement under which Licensee will lease to Lessee (i) twelve (12) frequencies for use by the New Jersey Sports and Exposition Authority (NJSEA) and other authorized users within the Meadowlands Contour set forth at Exhibit B hereto, and (ii) twenty (20) channel pairs for use by the New Jersey Transit Authority (NJTA) and other authorized users within the NJTA Contour set forth at Exhibit C hereto in consideration of a fee (“Leasing Arrangement”), in accordance with the terms set forth below and subject to FCC approval;

NOW, THEREFORE, in consideration of the premises and covenants hereinafter set forth, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree, as follows:

1. Effective Date and Term: Unless terminated pursuant to the provision of Paragraph 14, below, this Agreement shall take effect upon the date of approval by the FCC pursuant to a Spectrum Manager Lease Application to be filed by Licensee as set forth herein (the “Effective Date”) and shall have a term of eighty-five (85) months, commencing on December 24, 2008 and terminating on January 24, 2016. **This Agreement may be renewed for an additional term of five (5) years, provided the same terms, including payment and usage, are agreed to by the parties.** . In the event the FCC authorization for any of the Licenses is scheduled to expire before the expiration of the Term of this Agreement, and the Agreement has not been terminated with respect to such License under Paragraph 14 before the authorization is scheduled to expire, then the Term for the expiring License shall automatically be extended until the end of the Term of this Agreement (“Extension”), unless terminated earlier under Paragraph 14 below, upon renewal by the FCC of the authorization for that license. Licensee shall notify the FCC of the extension of the Term for such License at the time that it files the application seeking the renewal of the expiring License.

2. FCC Notification and Regulatory Fees. Prior to commencement of service on the communications system, Licensee shall notify the FCC of this Agreement in compliance with applicable FCC Rules. Licensee shall pay any Regulatory Fees or other fees imposed on Licensee by the FCC with respect to any notification. Licensee shall be responsible for paying any annual regulatory fee occasioned by Lessee's use of the spectrum.

3. Frequency Use. Lessee shall deploy a communication system on the Frequencies within the Contour (the "Leased Frequencies") and begin operations on the Leased Frequencies as a lessee thereof no later than the ninety-first (91st) business day following the FCC Notification of this Agreement. Lessee shall maintain operation of the Leased Frequencies until expiration of the Term or earlier termination of this Agreement with respect to each of the Frequencies (pursuant to Paragraph 14). Lessee shall operate the Leased Frequencies in compliance with all applicable FCC Rules, supplying (i) all equipment as may be necessary or appropriate for the operation of the Frequencies; (ii) administrative, legal, insurance, purchasing, clerical, and such other technical services as shall be necessary to the administration of the Leased Frequencies; and (iii) operational, engineering, maintenance, repair and such other technical services as shall be necessary to operate of the Leased Frequencies, and Lessee shall devote such time and resources to the operation of the Leased Frequencies as are necessary to assure proper and efficient operation and shall make available the full range of its resources. Lessee shall comply with the Communications Act of 1934, as amended, and with all FCC requirements associated with the License(s). Lessee shall take all necessary precautions to avoid causing harmful interference to Licensee's use of the Leased Frequencies in areas outside of the service and interference contours shown on Exhibits B and C, and Licensee shall take all necessary precautions to avoid causing harmful interference to Lessee's use of the Leased Frequencies in areas within the service and interference contours shown on Exhibits B and C; the Parties shall work together in good faith to address and resolve any such interference issues to protect each Party's efficient and reasonable enjoyment of the frequency rights provided hereunder.

4. Management by Licensee. Licensee reserves to itself and shall exercise such control over the use of the Leased Frequencies by Lessee to ensure Lessee's compliance with all applicable eligibility and ownership requirements pursuant to the Licensee's FCC authorization. Licensee retains the right and power to monitor and to inspect Lessee's use of the spectrum to assure compliance with applicable FCC Rules. Licensee shall be solely responsible to the FCC for meeting any build-out requirement under the License(s).

5. Expenses. Licensee and Lessee shall each bear their own legal, accounting and brokerage expenses in connection with this Agreement.

6. Compensation. As compensation for the right to use the Leased Frequencies in accord with the terms of this Agreement, Lessee has paid to Licensee compensation prior to commencing operation on the Frequencies. In addition, Lessee shall pay to Licensee 70% of net billings from analog voice and data services and 30% of the Capital Projects Gross Profit for all systems using the spectrum.

7. Regulatory Compliance and FCC Mandated Provisions. The Parties agree to comply with all applicable laws, FCC rules, and regulations governing the use of the Frequencies, the License(s) and the communications system deploying the Frequencies. Lessee shall maintain on file all information relating to the Leased Frequencies that must be maintained pursuant to FCC rules. Lessee shall ensure that all applicable FCC regulations are met with respect to construction and operation of the Leased Frequencies and of the system deploying the Leased Frequencies. The spectrum leasing arrangement hereunder shall not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the rules set forth in 47 C.F.R. §1.901, et seq. Licensee shall be responsible for reporting to the FCC the completion of any construction or build out requirements with respect to the License(s), shall make any necessary regulatory filings with the FCC with respect to the License(s), and shall make any necessary modification applications with respect to the License(s) to facilitate operations by Lessee within the Contour.

8. Restrictive Covenants. As noted in Paragraph 20 below, Licensee may assign the licenses to third parties, provided they accept the obligations of this Agreement.

9. Representations and Warranties of Licensee. Licensee hereby represents and warrants as follows: (i) this Agreement constitutes the valid and binding obligation of Licensee entered into freely and in accordance with Licensee's business judgment as the result of arm's length bargaining and is enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights or equitable principles generally; (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any violation of or constitute a default under any term of the articles of incorporation or by-laws of Licensee or any material agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Licensee is bound; (iii) Licensee is the lawful, beneficial and exclusive licensee under the License(s); (iv) the License(s) are valid and in good standing with the FCC; and (v) there is no pending or, to the best of Licensee's knowledge, threatened action by the FCC or any other governmental agency to suspend, revoke, or terminate any of the Licenses.

10. Representations and Warranties of Lessee. Lessee hereby represents and warrants to Licensee as follows: (i) Lessee meets all eligibility and qualifications rules required of an FCC licensee, including, but not limited to, foreign ownership eligibility requirements, character qualifications and requirements of the Anti-Drug Abuse Act of 1988; (ii) this Agreement constitutes the valid and binding obligation of Lessee entered into freely and in accordance with Lessee's business judgment as the result of arm's-length bargaining and enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights or equitable principles generally; (iii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any violation of or constitute a default

under any term of the articles of incorporation or by-laws of Lessee or any material agreement, mortgage, indenture, license, permit lease or other instrument, judgment, decree, order, law or regulation by which Lessee is bound; (iv) Lessee shall take those actions necessary to fulfill the obligations set forth in this Agreement; and (v) Lessee has the requisite capabilities and financial resources to accomplish the obligations set forth in this Agreement.

11. Confidentiality and Non-Disclosure. (a) Confidentiality of the Terms of this Agreement. The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease notification shall be kept strictly confidential by the Parties and their agents, which confidentiality shall survive the termination or expiration of this Agreement for a period of three (3) years. The Parties may make disclosures as required by law and to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform obligations hereunder, provided, however, that the Parties shall cause all Agents to honor the provisions of this Section.

(b) Non-Disclosure of Shared Information. It is contemplated that, during the Term, the Parties may be supplying and/or disclosing to each other information ("Information"). The Information will, during the Term of this Agreement and for a period of three (3) years subsequent to the termination or expiration of the Agreement, be kept confidential by the Parties hereto, not be used by the receiving Party in any way detrimental to the disclosing Party and not used for any purpose other than implementing the terms of this Agreement. The receiving Party shall be responsible for any improper use of the Information by it or any of its employees, representatives or agents. Without the prior written consent of the disclosing Party, the receiving Party shall not disclose to any entity or person, the Information, that the Information has been made available to it, or any other facts with respect to any conversations and/or discussions between Parties hereto. Each person to whom such Information is properly disclosed must be advised of its confidential nature and must agree to abide by such terms of this Paragraph.

(i) Exclusions. The Information shall not include any Information which becomes published or is in the public domain by other than an unauthorized disclosure by the Parties hereto, their employees, representatives or agents or other than an unauthorized disclosure by a third party.

(ii) Remedy for Breach. As a violation by the receiving Party of the provisions of this Section could cause irreparable injury to disclosing Party and there may be no adequate remedy at law for such violation, the disclosing Party shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the receiving Party in a court of equity from further violating such provisions.

12. Indemnification. (a) Licensee Indemnification. Licensee shall indemnify, defend and hold Lessee, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Lessee resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Licensee contained in, or made pursuant to, this Agreement Licensee's obligations under this Paragraph shall survive the Term.

(b) Lessee Indemnification. Lessee shall indemnify, defend and hold Licensee, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Licensee resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Lessee contained in, or made pursuant to, this Agreement.

13. Termination.

(a) This Agreement shall automatically terminate with respect to an affected license upon the earlier of (i) the denial and final dismissal by the FCC of notification of the Leasing Arrangement; (ii) a Final FCC Order directing either Party or both Parties to terminate the Agreement; (iii) the loss or expiration without renewal of such License; or (iv) the completion of the Term.

(b) This Agreement may be terminated by (i) either Party, after providing the other Party (the "Defaulting Party") written notice of the Defaulting Party's failure to perform any obligation hereunder, and the Defaulting Party does not forthwith take steps within ninety (90) days after the date of receipt of such notice to in good faith correct any violation; or (ii) by Licensee as required by the FCC as provided in Paragraph 8(d) above.

(c) The Parties shall notify the FCC of the termination of this Agreement with respect to any of the Licenses or the Frequencies within ten (10) calendar days following such termination.

14. Effect of Termination. Upon the termination of this Agreement, each Party hereto shall pay all of its own fees and expenses related to this Agreement and the transactions contemplated herein. Lessee shall immediately decommission all equipment it employed to operate on the Frequencies and vacate the Frequencies, and the Parties shall have no further liability hereunder except by reason of any breach of this Agreement or any representation, warranty or covenant herein occurring prior to the date of such termination. Any termination of this Agreement, however effected, shall not release Licensee or Lessee from any liability or other consequences arising from any breach or violation by any such Party of the terms of this Agreement prior to the effective time of such interpretation and such other general or procedural provisions which may be relevant to any attempt to enforce such obligations or duties, shall survive any such termination of this Agreement until such obligations or duties shall have been performed or discharged in full.

15. Attorneys' Fees and Costs. Should either Party be required to retain the services of an attorney to file an action to enforce any of its rights hereunder, or under any other document executed and delivered pursuant to this Agreement, the Party prevailing in such action shall be entitled to recover reasonable attorneys' fees and court costs in connection therewith in any amount to be fixed by the court hearing the action.

16. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given the same day if delivered personally or sent by facsimile or the next business day if sent by express mail or courier (overnight delivery), or five (5) business days if sent by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the following addresses (or at such other address for a Party as

shall be specified by like notice provided that notice of change of address shall be effective only upon receipt thereof).

(a) If to Lessee, to:

Michael Hayford
Pinnacle Wireless, Inc.
80 Commerce Way
Hackensack, New Jersey 07424

With a copy (that shall not constitute service) to:

Matthew J. Plache
Catalano & Plache, PLLC
1054 31st Street, NW, Suite 425
Washington, DC 20007

(b) If to Licensee:

John Reardon
MCLM LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555

17. Waivers. Licensee and Lessee, by written notice to the other, may (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the written consent of the other make or grant such extension of time, waiver of inaccuracies or compliance or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or covenants hereunder. Except as otherwise expressly provided herein, no action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement made by the Parties hereto. No delay or omission to exercise any right, power or remedy accruing to any party hereunder shall be construed to be a waiver of any such breach or default, or any acquiescence therein, or a waiver of any similar breach or default.

18. Amendment. This Leasing Arrangement, constitutes the entire understanding and agreement between the Parties concerning the Licenses and the Frequencies, superseding all other oral or written agreements or understandings. This Agreement may not be changed, modified or altered except by written agreement of the Parties.

19. Successors and Assigns; Sublease. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, representatives, successors and permissible assigns. Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other and the FCC, which consent shall not be unreasonably withheld. Lessee may sublease rights and obligations hereunder with respect to the Meadowlands Contour to the NJSEA upon written notification to Licensee and approval by the FCC; Lessee may sublease rights and obligations hereunder with respect to the NJTA Contour to the NJTA upon written notification to Licensee and approval by the FCC.

20. Governing Law; Severability. This Agreement shall be governed by the laws of the State of New Jersey, without giving effect to conflict of laws provisions thereof. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, that provision shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein, and the Parties shall use their reasonable best efforts to make the covenant, condition or other provision valid and lawful if possible so as to preserve original intent of the Parties insofar as practical.

21. Counterparts. 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. Original signatures transmitted by facsimile shall be effective to create such counterparts. Each of the Parties shall maintain a fully executed original of the Agreement, a copy of which shall be made available to the FCC upon request. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

LICENSEE:

By: _____

Name:

Title:

LESSEE

By: _____

Name:

Title: Title:

EXHIBIT A

Number of Frequencies:

[Frequency List]

Power Output:

Effective Radiated Power:

Fixed Station Elevation:

Fixed Station Antenna Height Above Ground:

Fixed Station Antenna Height Above Average Terrain:

EXHIBIT B

Coverage Contours

EXHIBIT C

County List

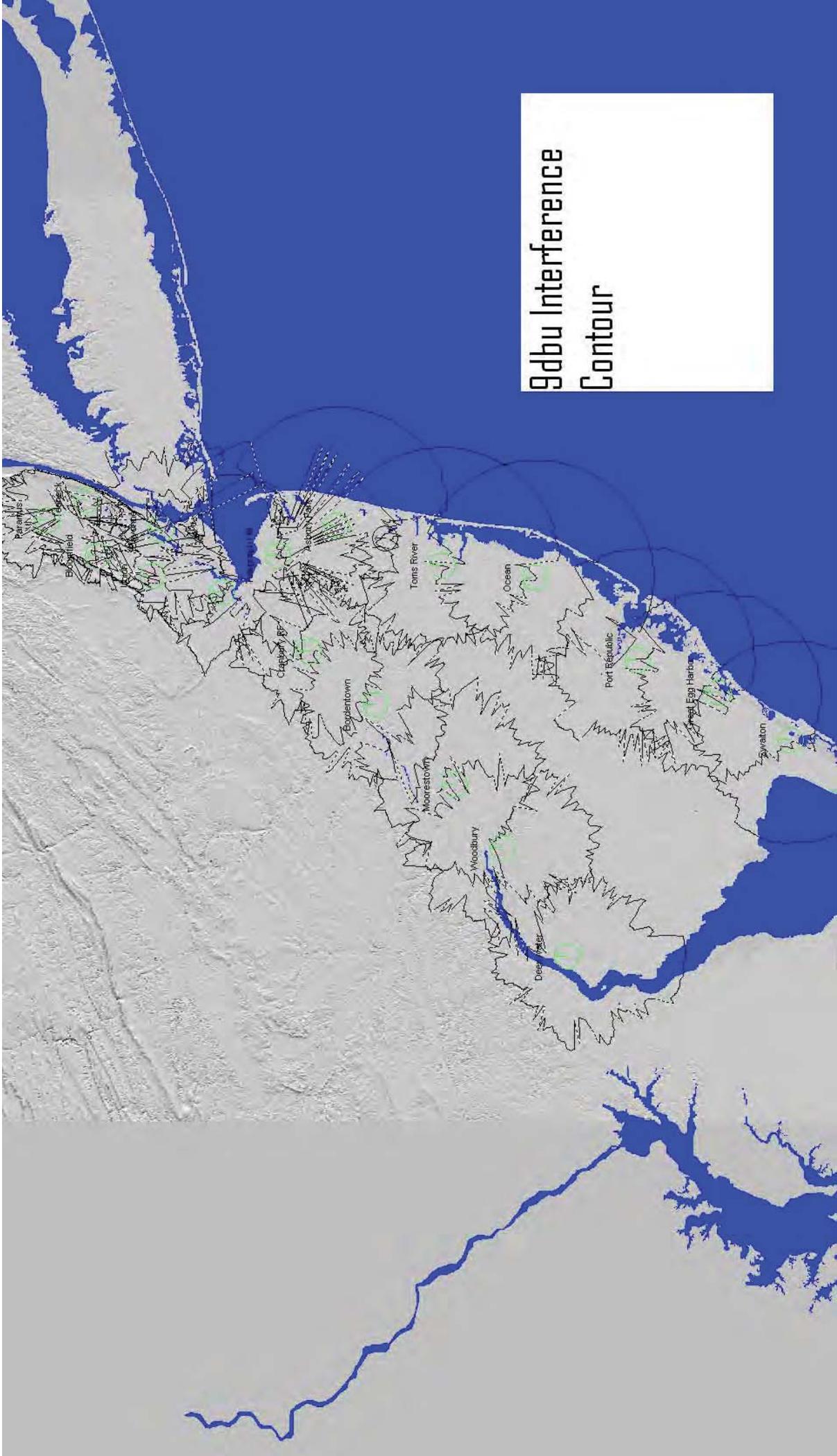
Exhibit A
List of Frequencies

Frequency:	<u>Site</u>	<u>Sites</u>
217.5250	Meadowlands	
217.5375		Paramus, Woodbridge, Swainton, Moorestown
217.5500		Teaneck, Cranbury, Port Republic, Woodbury
217.5625		Bloomfield, Telegraph Hill, Ocean
217.5750	Meadowlands	
217.5875	Meadowlands	Bayonne, Asbury Park, Great Egg, Bordentown
217.6000		Union, Tom's River, Deepwater
217.6125		Teaneck, Cranbury, Port Republic, Woodbury
217.6250	Meadowlands	Paramus, Woodbridge, Swainton, Moorestown
217.6375	Meadowlands	
217.6500		Bloomfield, Telegraph Hill, Ocean
217.6750	Meadowlands	
217.6625		Bayonne, Asbury Park, Great Egg, Bordentown
217.6875		Paramus, Woodbridge, Swainton, Moorestown
217.7000		Union, Tom's River, Deepwater
217.7250	Meadowlands	
217.7500		Teaneck, Cranbury, Port Republic, Woodbury
217.7750	Meadowlands	
217.7875		Bloomfield, Telegraph Hill, Ocean
217.8000		Union, Tom's River, Deepwater
217.8125		Bayonne, Asbury Park, Great Egg, Bordentown
217.8250	Meadowlands	
217.8375		Paramus, Woodbridge, Swainton, Moorestown
217.8500		Teaneck, Cranbury, Port Republic, Woodbury
217.8625		Bloomfield, Telegraph Hill, Ocean
217.8750	Meadowlands	
217.8875		Bayonne, Asbury Park, Great Egg, Bordentown
217.9000		Union, Tom's River, Deepwater
217.9250	Meadowlands	
217.9750	Meadowlands	

Exhibit A
Site Information

Site	Latitude	Longitude	Tower Height
Deepwater-	39-40-50.7N	75-28-15.9W	225'
Woodbury-	39-50-25.0N	75-07-14.7W	250'
Moorestown-	39-57-29.4N	74-55-02.7W	225'
Bordentown-	40-09-16.8N	74-39-34.2W	225'
Cranbury-	40-19-03.4N	74-29-19.5W	200'
Bayonne-	40-41-03.3N	74-05-50.3W	225'
Teaneck	40-52-04.9N	74-00-02.7W	225'
Swainton	39-07-42.4N	074-46-21.4W	160
Great Egg Harbor	39-18-24.7N	074-37-07.2W	150
Port Republic	39-30-26.2N	074-31-02.5W	192
Ocean	39-45-28.5N	074-14-56.7W	250
Toms River	39-59-17.7N	074-12-34.1W	201
Asbury Park	40-15-00.5N	074-04-52.4W	160
Telegraph Hill	40-23-41.1N	074-10-43.8W	185
Woodbridge	40-31-57.3N	074-17-54.0W	200'
Union	40-42-15.0N	074-14-43.1W	160
Bloomfield	40-50-25.7N	074-10-43.9W	225'
Paramus	40-57-53.0N	074-03-49.9W	160
Meadowlands	40-49-01.4N	74-04-28.5W	160'

9dbu Interference Contour



38dBu @ 90% FCC Service Contour

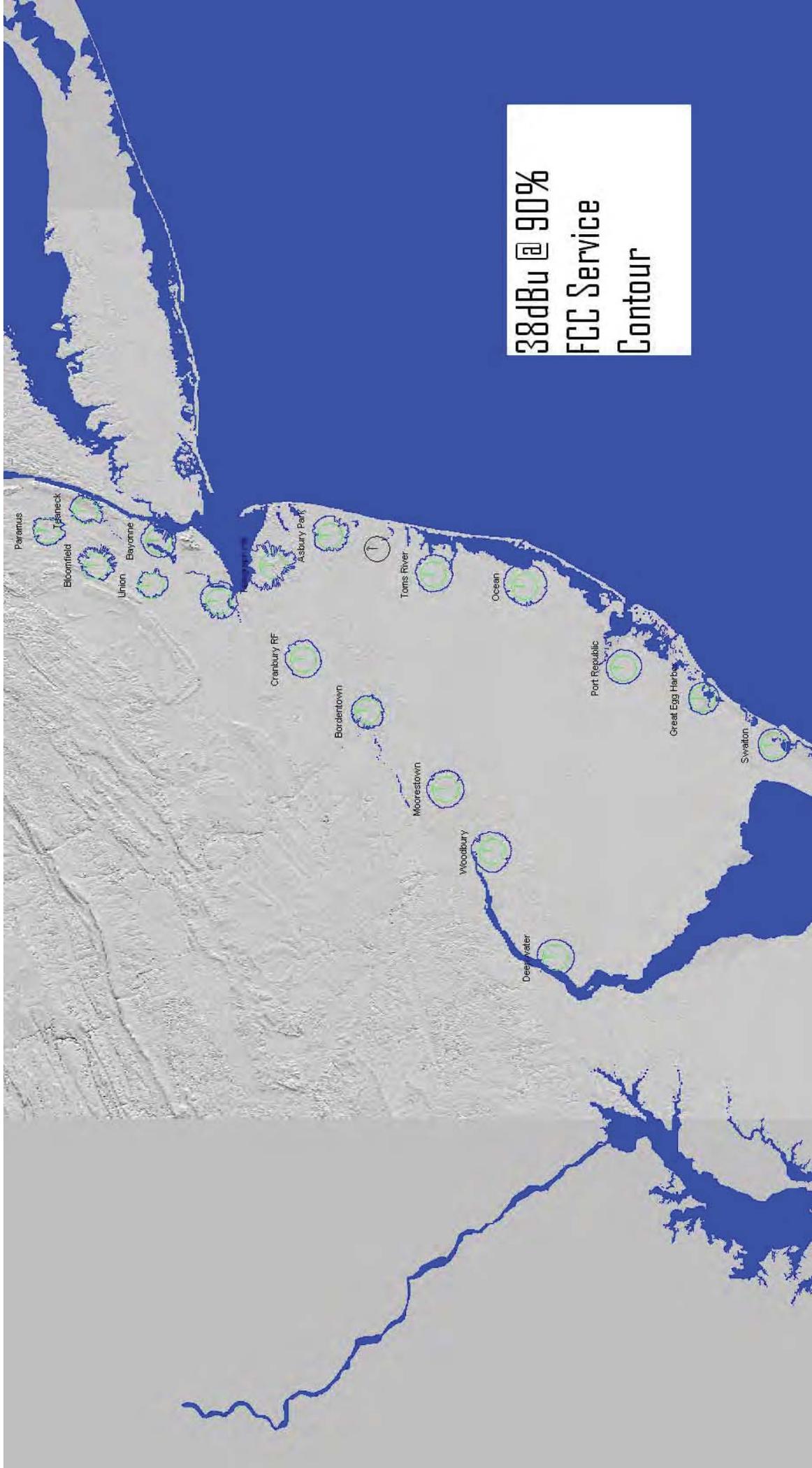


Exhibit C
List of Counties Leased

Salem
Gloucester
Camden
Burlington
Mercer
Middlesex
Monmouth
Ocean
Atlantic
Cape May
Union
Essex
Morris
Bergen
Passaic
Hudson
Cumberland
Hunterdon
Somerset
Sussex
Warren