

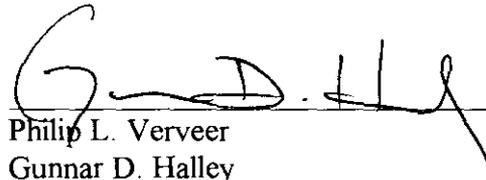
VIII. CONCLUSION

For the foregoing reasons, Teligent strongly urges the Commission to adopt rules that permit consumers in MTEs to receive telecommunications services from their facilities-based carrier(s) of choice on a reasonable and nondiscriminatory basis. The Commission has at its disposal various tools to ensure nondiscriminatory telecommunications carrier access to consumers in MTEs, and it should move to achieve this goal without delay.

Respectfully submitted,

TELIGENT, INC.

By:



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Attorneys for TELIGENT, INC.

Dated: September 27, 1999

ATTACHMENT TO THE REPLY COMMENTS OF
TELIGENT, INC.

COMPETITIVE NETWORKS RULEMAKING

WT DOCKET No. 99-217

CC DOCKET No. 96-98

FILED SEPTEMBER 27, 1999

AGREEMENT 1



_____, 1999

1. Parties, Use, etc. _____ (**Landlord**) and Teligent Communications, L.L.C. (A Delaware limited liability company) (**Tenant**) enter into this agreement (**Agreement**). Landlord is the owner of the building located at _____ and consisting of _____ rentable square feet (**Building**). Tenant leases (and shall have the right to use) a certain portion of the Building consisting of (a) rooftop space (**Antenna Site**) for the installation, maintenance, use, and repair of antennae, poles, dishes, masts, and accessories (**Antennae**) and (b) an area within the Building (**Equipment Space**) for the installation, maintenance, use and repair of transmitting equipment, base stations, power equipment, and associated accessories (**Related Equipment**). Tenant may also use all existing cabling, wiring and electrical lines, lightning arrests or grounding systems, and all risers, chaseways, pathways, and spaces within the Building (**Cabling and Pathways**) or may install new Cabling and Pathways, all as necessary to connect the Antennae, Related Equipment, Tenant's customer's equipment and the Building demarc. The Antenna Site and the Equipment Space are together referred to as the **Premises** and are described in attached Schedule 1. The Related Equipment and the Antennae are together referred to as the **Tenant Facilities** and are described in the attached Schedule 2. Tenant and its authorized personnel shall have access to the Premises, the Tenant Facilities, the Cabling and Pathways, and the Building at all times (24 x 7) for the purposes of the installation, operation, maintenance, repair and replacement of the Tenant Facilities.

2. Term. The term of this Agreement shall begin on the later date that Landlord and Tenant have both signed this Agreement, as indicated on the signature page below (**Commencement Date**), and will terminate five (5) years after the Commencement Date. Tenant shall have the option to renew this Agreement on the same terms for three (3) additional two (2)-year periods (each, a **Renewal Term**). Each Renewal Term shall automatically begin unless Tenant shall give Landlord written notice of its intention not to renew this Agreement at least one hundred twenty (120) days prior to the end of the initial Term or the previous Renewal Term, as the case may be.

3. Fee. Commencing upon installation of the Tenant Facilities (**Fee Commencement Date**), Tenant shall pay a fee (**Fee**) of _____ dollars (\$ ____.) per month (prorated for any partial month), payable on the first day of each month, in advance, to Landlord. Commencing on the second anniversary of the Fee Commencement Date and on each subsequent anniversary date during the Term, the Fee shall increase by three percent (3%).

All invoices and inquiries concerning payment issues should be sent to the following: Teligent Communications, L.L.C., 8065 Leesburg Pike, Suite 400, Vienna, VA 22182, Attn: **Lease Accounting**. Telephone: (888) 254-1204.

4. Installation. Landlord shall provide access to a 30 AMP 208-240 VAC circuit to the Premises for Tenant's use and shall maintain existing HVAC and/or proper ventilation to the Equipment Space. All other costs associated with the installation of Tenant Facilities are the sole responsibility of Tenant.

5. Insurance. Tenant shall, at Tenant's sole cost and expense, maintain during the Term and any Renewal Term general liability insurance with minimum limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate, and "All Risk" property insurance coverage with replacement cost coverage. Landlord's and Tenant's respective property and casualty insurance policies shall include waivers of subrogation.

6. Removal of Tenant Facilities, etc. All Tenant Facilities are and shall remain the personal property of the Tenant. Upon the expiration or termination of this Agreement, Tenant shall remove all of the Tenant Facilities and shall restore the Premises to the same condition as existed prior to the installation or placement of the Tenant Facilities, reasonable wear and tear and damage by casualty excepted. Tenant may at any time terminate this Agreement, without further liability, if Tenant does not obtain or maintain any permit, license or other approval necessary for the installation and operation of the Tenant Facilities or Tenant determines that the Premises have become unsuitable for Tenant's purposes.

7. Interference. Tenant agrees not to interfere with radio transmission or reception equipment properly located on the Building, provided that such equipment is in operation as of the date of this Agreement and is operating within the technical parameters specified by its manufacturer and FCC license. If Tenant should cause such measurable interference, Tenant shall eliminate it in a timely manner after notice thereof. Landlord agrees, in a timely manner after notice thereof, to eliminate, without cost to Tenant, any physical obstruction of the line of sight of Tenant's Facilities or any interference with radio transmission or reception of Tenant's Facilities caused by Landlord or any licensee or tenant of Landlord.

8. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, liabilities, costs, damages, or expenses, including reasonable court costs and reasonable attorneys fees, arising out of or resulting from the negligent acts or omissions of Tenant or from Tenant's use and operation of the Premises.

9. Notices. All payments due under this Agreement shall be **PAYABLE** to: _____
and **SENT** to: _____.

Any and all other notices, demands, or requests by and/or from Landlord to Tenant, or Tenant to Landlord, shall be in writing and effective upon receipt. All notices shall be sent by: (i) postage paid, certified mail, return receipt requested, or (ii) a reputable national overnight courier service with receipt therefor, or (iii) facsimile with confirmation thereof. If to Landlord: _____, Telephone: _____, Telecopier: _____. If to Tenant: Teligent Communications, L.L.C., 8065 Leesburg Pike, Suite 400, Vienna, Virginia,

22182, Telephone: 703-762-5100, Telecopier: 703-762-5102, Attn: Lease Administrator; with a copy to: Attn: Associate General Counsel – Real Estate.

9. Miscellaneous. (a) Tenant shall not assign this Agreement without the prior written consent of Landlord, such consent not to be unreasonably withheld. Notwithstanding the above, Tenant may assign this Agreement upon notice to Landlord to any affiliate or to any entity that controls, is controlled by, or under common control with Tenant, or to any entity that succeeds to all or substantially all of Tenant's assets by purchase or merger; (b) Landlord shall not exercise any remedy without first giving Tenant written notice of, and thirty (30) days to cure, any default under this Agreement; (c) this Agreement and any schedules or riders attached hereto shall constitute the entire agreement between the parties and supercedes all prior understandings and agreements. No amendment or modification to this Agreement shall be valid unless in writing and signed by both parties.

Please indicate your agreement to the foregoing by signing in the space provided below.

LANDLORD

TELIGENT COMMUNICATIONS, L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TAX ID Number: _____

SCHEDULE 1

PREMISES

ANTENNA SITE:

(Specify location on roof and/or refer to attached drawings-label drawings "Antenna Site").

EQUIPMENT SPACE:

The Equipment Space is located in the following room, area or enclosure: *(insert floor number or suite number and/or refer to attached drawings—label drawings "Equipment Space").*

SCHEDULE 2

TENANT FACILITIES

Equipment:

Outdoor Equipment:

Antenna

Indoor Equipment:

One equipment cabinet - approximately two (2) feet wide by three (3) feet deep by six (6) feet high with adequate space to allow service personnel to work around.

Cabinet contains telecommunications processing hardware

Power:

30 AMPS at 208-240 VAC

Mounting:

The antenna will be mounted on a 2" to 4.5" inch diameter mast. This mast could be secured to a tripod on the roof or to an angle bracket on the wall with line of sight to the transmitting site. Standard coaxial cabling connects the outdoor equipment to the equipment inside. This cabling must be securely anchored along the route connecting the equipment to the antenna.

Note:

The manufacture, make, and model of the equipment may change with technical progress. However, such modifications will not change the interference characteristics of the antenna.

Option:

This Agreement grants Tenant the option to add additional equipment as necessary to Premises.

AGREEMENT 2

Exhibit B

LICENSE AGREEMENT

1. **Parties, Use, etc.** Licensor and Teligent Communications L.L.C. a Delaware limited liability company (**Licensee**) enter into this License Agreement (**Agreement**) as of _____, 1999 (License Date). Licensor is the owner of the premises described in Schedule 1 hereto (**Building**). Subject to any covenants, conditions and restrictions recorded against the Building, Licensee shall have the right to use a certain portion of the Building consisting of (a) rooftop space (**Antenna Site**) for the installation, maintenance, use, and repair of antennae, poles, dishes, masts, and accessories (**Antennae**) and (b) an area within the Building (**Equipment Space**) for the installation, maintenance, use and repair of transmitting equipment, base stations, power equipment, and associated accessories (**Related Equipment**). Licensee may also use all existing cabling, wiring and electrical lines, lightning arrests or grounding systems, and all risers, chaseways, pathways, and spaces within the Building (**Cabling and Pathways**) or may install new Cabling and Pathways, provided it does so without unreasonably interfering with existing tenants at the Building, all as necessary to connect the Antennae, Related Equipment, Licensee's customer's equipment and the Building demarc. The Antenna Site and the Equipment Space are together referred to as the Licensed Premises and are described in the attached Schedule 1. The Related Equipment and the Antennae are together referred to as the (**Licensee Facilities**) and are described in the attached Schedule 2. Licensee and its authorized personnel shall have reasonable access to the Licensed Premises, the Licensee Facilities, the Cabling and Pathways, and the Building at all times for the purposes of the installation, operation, maintenance, repair and replacement of the Licensee Facilities. Licensor shall not be required to provide personnel to open the Building for Licensee's access, but shall work with Licensee to provide a means of 24-hour access that does not compromise building security.

2. **Term.** The term of this Agreement shall begin on the later date that Licensor and Licensee have both signed this Agreement, as indicated on the signature page below (**Commencement Date**), and will terminate five (5) years after the Commencement Date. Licensee shall have the option to renew at the end of the original five (5) year term, upon renegotiations of the License Agreement.

3. **Fee.** Commencing upon the earlier to occur of (i) 270 days after the Commencement Date, or (ii) installation of the Licensee Facilities (**Fee Commencement Date**), Licensee shall pay a fee (**Fee**) equal to \$_____ prorated for any partial month, payable in advance on the first day of each month during the term and any Renewal Term. Commencing on the first (1st) anniversary of the Fee Commencement Date and on each subsequent anniversary date during the Term and any Renewal Term, the Fee shall increase by five percent (5%) over the Fee payable for the immediately preceding year.

4. **Late Charges.** Licensee's failure to pay the Fee when due will cause Licensor to incur unanticipated costs. The parties agree that the exact amounts of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges. Therefore, if Licensor does not receive the Fee within three days after it becomes due, Licensee shall pay Licensor a late charge equal to ten (10%) percent of the Fee. Licensee and Licensor agree that the specified late charge represents a fair and equitable estimate of the damages Licensor will incur by reason of such late payment.

5. **Installation/Approvals.** Licensor shall provide access to one (1) 208-240 volt AC 30 amp electrical feed to the Licensed Premises for Licensee's use at a cost of \$35.00 per month to be paid by Licensee in addition to the License fee. Licensor shall maintain existing HVAC and/or proper ventilation to the Equipment Space. All other costs associated with the installation of Licensee Facilities are the sole responsibility of Licensee.

Licensee shall, at its expense, comply with the rules and regulations of the Public Utilities Commission, Federal Communications Commission ("FCC"), the Federal Aviation Administration, and all other federal, state and local laws applicable to the Licensed Premises and this License Agreement. Licensee shall obtain, at its expense, all permits and approvals necessary for the installation of any of the Licensee Facilities (herein, the "Approvals"). In the event that Licensee is unable to obtain in force all such Approvals, this License Agreement shall terminate and be of no further force or effect. Licensee shall have the right to terminate this Agreement, without further liability, upon thirty (30) days prior written notice to Licensor (i) if Licensee is unable to maintain all required governmental approvals despite using commercially reasonable efforts to maintain such approvals, (ii) for line of sight interference to Licensee's operations that cannot be resolved as provided in this Agreement, or (iii) for Licensor's default which is not cured within thirty (30) days from receipt of written notice of such default from Licensee.

6. **Insurance.** Licensee, at Licensee's sole cost and expense, shall maintain during the Term and any Renewal Term commercial general liability insurance with minimum limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 million in the aggregate, an umbrella or excess risk liability policy in the amount of not less than \$5,000,000, and "All Risk" property insurance coverage with replacement cost coverage. Licensor's and Licensee's respective property and casualty insurance policies shall include waivers of subrogation. Licensor shall be named as an additional insured under each of the above policies. No later than 10 days following the execution of this Agreement, Licensee will provide Licensor with certificates of insurance evidencing the coverages set forth above. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Licensor.

7. **Removal of Licensee Facilities, etc.** All Licensee Facilities are and shall remain the personal property of the Licensee. Upon the expiration or termination of this Agreement, Licensee shall promptly remove all of the Licensee Facilities and shall restore the Licensed Premises to the same condition as existed prior to the installation or placement of the Licensee Facilities, reasonable wear and tear and damage by casualty excepted.

8. **Interference.** Licensee agrees not to interfere with transmission or reception equipment properly located on the Building at the time of Licensee's installation of the License Facilities, provided that such equipment is in operation as of the date of this Agreement and is operating within the technical parameters specified by its manufacturer and FCC license. If Licensee should cause such measurable interference, Licensee shall eliminate it in a timely manner after notice thereof. Licensor agrees, in a timely manner after notice thereof, to eliminate, without cost to Licensee, any physical obstruction of the line of sight of Licensee's Facilities or any interference with radio transmission or reception of Licensee's Facilities caused by Licensor or any licensee of Licensor. Notwithstanding the foregoing, Licensor shall not be required to remove any physical obstruction or source of interference that is in existence on the License Date.

9. **Notices.** All payments due under this Agreement shall be sent to Licensor at _____

and shall identify the License Agreement and Site for which the payment is applicable. Any and all other notices, demands, or requests by and/or from Licensor to Licensee, or Licensee to Licensor, shall be in writing and effective upon receipt. All notices shall be sent by: (i) postage paid, certified mail, return

receipt requested, or (ii) a reputable national overnight courier service with receipt therefor, or (iii) facsimile with confirmation thereof. If to Licensor: _____

If to Licensee: Teligent Communications L.L.C. a Delaware limited liability company, 8065 Leesburg Pike, Suite 400, Vienna, Virginia, 22182, Telephone: 703-762-5100, Telecopier: 703-762-5102, Attn: License Administrator; with a copy to: Attn: Associate General Counsel - Real Estate.

10. **Miscellaneous.** (a) Licensee shall not assign this Agreement without the prior written consent of Licensor. Notwithstanding the above, Licensee may assign this Agreement upon notice to Licensor to any affiliate or to any entity that controls, is controlled by, or under common control with Licensee, or to any entity that succeeds to all or substantially all of Licensee's assets or ownership interests by purchase or merger; (b) if Licensor sells the Building, this Agreement may be assigned to the buyer without consent of Licensee if the buyer assumes all of Licensor's obligation hereunder; (c) Licensee shall not use, store or release any hazardous substances at the Building except in full compliance with any applicable laws; and (d) this Agreement and any schedules or riders attached hereto shall constitute the entire agreement between the parties and supercedes all prior understandings and agreements. No amendment or modification to this Agreement shall be valid unless in writing and signed by both parties.

11. **Indemnity.** Licensee shall indemnify, protect, defend and hold harmless Licensor and its agents, from and against any and all claims and/or damages, costs, liens, judgements, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, electromagnetic emissions caused by Licensee, the conduct of Licensee's business, any act, omission or neglect of Licensee, its agents, contractors, or employees, and out of any default or breach by Licensee in the performance in a timely manner of any obligation on Licensee's part to be performed under this Agreement, unless caused by the gross negligence or willful misconduct of Licensor or its agents. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Licensor) litigated and/or reduced to judgment. In case any action or proceeding is brought against Licensor by reason of any of the foregoing matters, Licensee, upon notice from Licensor, shall defend it at Licensee's expense by counsel reasonably satisfactory to Licensor and Licensor shall cooperate with Licensee in such defense. Licensor need not have first paid any such claim in order to be so indemnified.

12. **Electromagnetic Emissions.** Licensee shall at all times comply with federal, state and local law, rules and regulations pertaining to non-ionizing radiation or electromagnetic emissions, that are either currently enacted or that may be enacted or promulgated during the term of this Agreement or any Renewal Term. Licensee shall provide Licensor, at Licensee's sole expense, any documentation required by Licensor to evidence such compliance as well as performing all tests to obtain such required documentation.

13. **Defaults.** If Licensee fails to (i) pay rent, late charges or the signing bonus when due, after not less than ten (10) days' written notice of default, or (ii) perform any non-monetary provision of this License Agreement after thirty (30) days' notice of default, Licensor, at its option, and in addition to any and all other rights it may have in law or in equity, may terminate this License Agreement and all rights of Licensee under this License Agreement. The failure or inability of Licensee to obtain the Approvals, as defined in paragraph 5 above, shall not be a default under this License Agreement but this License Agreement shall terminate as set forth in the said paragraph 5.

14. **Remedies.** If Licensee defaults under this License Agreement, Licensor may elect to (i) continue this License in effect, and enforce all of Licensor's rights and remedies under this License, including the right to recover the Fee as it becomes due, or (ii) at any time, terminate all of Licensee's rights under this

License, and recover from Licensee all damages Licensor may incur by reason of the breach of the License, including reasonable attorneys' fees and the costs of recovering the Licensed Premises.

15. **Attorneys' Fees.** In the event action is brought by any party to enforce any terms of this License or to recover possession of the Licensed Premises, the prevailing party shall recover from the other party its reasonable attorneys' fees and costs.

16. **Estoppel Certificate.** Upon Licensor's written request, Licensee shall execute and deliver to Licensor a written statement certifying: (i) that none of the terms or provisions of this License have been changed (or if they have been changed, stating how they have been changed); (ii) that this License has not been canceled or terminated; (iii) the last date of payment of the Fee and other charges and the time period covered by such payment; and (iv) that to Licensee's knowledge Licensor is not in default under this License (or, if Licensor is claimed to be in default, stating why). Licensee shall deliver such statement to Licensor within ten (10) business days after Licensor's request.

17. **Liens.** This License is subject and subordinate to the lien of any mortgage or deed of trust now or hereafter placed on the Licensed Premises and Licensee agrees to attorn to any subsequent owner acquiring title by foreclosure sale or otherwise.

18. **Time of the Essence.** Time shall be of the essence of this License and each and every provision herein.

19. **Successors and Assigns.** This License shall be binding upon and inure to the benefit of the parties, and their respective successors, assigns and personal representatives.

20. **Destruction or Condemnation.** If the Licensed Premises are partially destroyed in a manner that prevents the conducting of Licensee's use of the Licensed Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$100,000, Licensor shall repair the Licensed Premises and License payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$100,000 or more, or if Licensor is prevented from repairing the damage by reasons beyond Licensor's control, this License shall terminate upon 30 days' prior written notice of such event or condition by either party. If any part of the Licensed Premises is taken under the power of eminent domain and if as a result of such taking the Licensed Premises are no longer suitable for Licensee's intended use, either party shall have the right to terminate this License upon 30 days' prior written notice.

21. **REIT.** Licensor hereby advises Licensee that Licensor is qualified as a real estate investment trust under the provisions of the Internal Revenue Code of 1986, as amended, and that, by reason thereof, the maintaining of such status and the avoiding of any activity which might cause a penalty tax to be applied is of material concern to Licensor. Accordingly, Licensee agrees to make any modifications or amendments to this Agreement requested by Licensor that may be necessary for Licensor to maintain its status as a real estate investment trust or in order for it to avoid a penalty tax; provided, however, that Licensee shall have no obligation to enter into any such modification or amendment that would materially alter or affect, in Licensee's sole judgment, Licensee's rights, duties, or obligations under this Agreement. If Licensee declines to modify or amend this Agreement for any reason in a manner that Licensor determines, in the good faith exercise of its reasonable business judgment, is necessary to maintain its status as a real estate investment trust or avoid a penalty tax, Licensor shall have the right to terminate this Agreement by written

notice delivered to Licensee. In the event Licensor exercises such termination right, neither party shall have any further rights or obligations hereunder.

22. Tariff. Unless prohibited by law or the relevant regulatory agency, any contract or other agreement by which Licensee agrees to provide any product or services to any tenant, Licensee or occupant in the Building ("Customer Contracts") shall include in the tariff governing such contract a provision stating "Except for the gross negligence or willful misconduct of the premises or property owner, Customer shall not hold or seek to hold premises or property owner liable for damages arising out of the provision of Teligent services." Licensee's tariffs are publicly available with the state public utility commission.

23. Public Announcements: Neither party shall use the other party's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other party, which may be withheld in such party's sole and absolute discretion.

Whereupon the parties have executed this Agreement as of the date first above written.

LICENSOR:

By: _____
Name: _____
Title: _____
Date: _____

**TELIGENT COMMUNICATIONS L.L.C.,
A DELAWARE LIMITED LIABILITY
COMPANY:**

By: _____
Name: _____
Title: _____
Date: _____

LICENSOR TAX ID Number: _____

SCHEDULE 1

LICENSED PREMISES

LOCATION:

ANTENNA SITE:

(Specify location on roof and/or refer to attached drawings-label drawings "Antenna Site").

EQUIPMENT SPACE:

The Equipment Space is located in the following room, area or enclosure: *(insert floor number or suite number and/or refer to attached drawings-label drawings "Equipment Space").*

SCHEDULE 2
LICENSEE FACILITIES

Equipment:

Power: Existing Building facilities, including access to one (1) 208-240 volt AC 30 amp electrical feed.

Mounting:

The antenna will be mounted on a 2" to 4.5" inch diameter mast. This mast could be secured to a tripod on the roof or to an angle bracket on the wall with line of sight to the transmitting site. Standard coaxial cabling connects the outdoor equipment to the equipment inside. This cabling must be securely anchored along the route connecting the equipment to the antenna.

Note:

The manufacture, make, and model of the equipment may change with technical progress. However, such modifications will not change the interference characteristics of the antenna.

Option:

Subject to Licensor's approval, which approval shall not be unreasonably withheld, Licensee shall have the option to add additional equipment as necessary to the equipment cabinet to support the equipment described in this Schedule.

CERTIFICATE OF SERVICE

I, Rosalyn Bethke, do hereby certify that on this 27th day of September 1999, copies of the foregoing Reply Comments of Teligent, Inc. filed today with the FCC in WT Docket No. 99-217/CC Dkt No. 96-98 were served by hand delivery on the following parties:

Chairman William E. Kennard
Federal Communications Commission
The Portals
445 12th Street, S.W.
Suite 8-B201
Washington, DC 20554

Commissioner Michael Powell
Federal Communications Commission
The Portals
445 12th Street, S.W.
Suite 8A204A
Washington, DC 20554

Commissioner Harold Furchtgott-
Roth
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Commissioner Gloria Tristani
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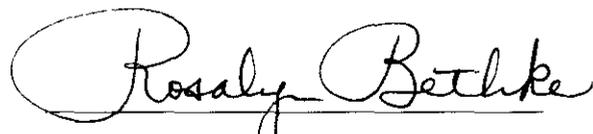
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Rosalyn Bethke