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DAVID L. HILL

May 11, 1992

RECEIVED
MAY 11 1992
Federal Communications Commission
Office of the Secretary

Donna R. Searcy
Secretary
Federal Communications Commission
Washington, D.C. 20554

Re: Domestic Public Cellular Telecommunications Service; Alee Cellular Communications, FCC File No. 11025-CL-P-672-A-89, Nonwireline Lottery Winner, Market No. 672-A, Texas 21 - Chambers

Dear Ms. Searcy:

Transmitted herewith, on behalf of Alee Cellular Communications is an original and two paper copies of an Amendment to the referenced application. This Amendment is being filed pursuant to the provisions of §1.65 of the Commission's Rules. This Amendment is being filed within thirty (30) days of April 9, 1992, the date of the Public Notice, Report No. CL-92-76, listing the results of the Commission's April 8, 1992 lottery in which the Alee application was selected as the nonwireline winner in Market No. 672-8, Texas 21.

We respectfully request a waiver of the requirements of §22.6(a) of the Rules to permit Alee to submit the microfiche copies of the enclosed material within five (5) days of the date of this transmittal.

Any questions concerning the enclosed material may be directed to this office.

Very truly yours,

David L. Hill

DLH:gln
Enclosures

2986h

EB Exh 13

Federal Communications Commission

Docket No. WT 02-28 Exhibit No. 13

Presented by

Disposition
- Identified ✓
- Received ✓
- Rejected

Reporter Hazzard

Date 10/22/02

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Application of	)	
ALEE CELLULAR COMMUNICATIONS	)	File No. 11025-CL-P-672-A-89
For a Construction Permit to Establish a Cellular System Operating on Frequency Block A in the Domestic Public Cellular Radio Telecommunications Service to Serve the Texas 21 - Chambers Rural Service Area	)	

To: Chief, Mobile Services Division

AMENDMENT

Pursuant to Section 1.65 of the Commission's Rules, Alee Cellular Communications ("Alee") amends its application in the following respects:

1) Item 3 of Form 401, Schedule A to show as the Applicant's address:

Alee Cellular Communications
602-7 College Avenue
Clemson, SC 29631
(803) 654-7172

2) Item 4 of Form 401, Schedule A, to show as its contact representative:

David L. Hill, Esq.
O'Connor & Hannan
1919 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 887-1421

3) By letter of April 30, 1990, Alee informed the Commission of certain changes in its partnership relevant to its application for the New Mexico 3 - Catron RSA market (Market No. 555A). Those changes are pertinent to this application for the Texas 21 - Chambers RSA market as well. Therefore, the April 30, 1990 letter is attached hereto and incorporated herein by reference. **See** Letter from Neal M. Goldberg to Ms. Donna R. Searcy, April 30, 1990, attached hereto as Attachment 1.

4) Exhibit 1 is amended to reflect the following changes in the addresses of certain Alee partners:

Robert A. Bernstein
10 Persimmon Way
Springfield, NJ 07081

Joel Bunis
54 Westminster Road
Colonia, NJ 07067

Cellular Dreams Partnership*
3506 Concord Road
York, PA 17402

(1) Kandace J. Dolphin
3506 Concord Road
York, PA 17402

(2) Francis T. Maloney
3232 Rustic Woods Drive
Bedford, TX 76021

---

* This interest was listed in Alee's application as being held by Kandace Dolphin. As described in Attachment 1, the interest has always been held by Cellular Dreams Partnership, in which Ms. Dolphin is a partner. **See** Att. 1 at ¶ 1. The correct names and addresses of the partners in Cellular Dreams are listed below the entry above for Cellular Dreams.

(3) James Traynor
217 Prospect Drive
Wilmington, DE 19803

(4) Maria C. Vega
26 Old Field Road
Setauket, NY 11733

(5) Kenneth D. Kline
RD #3 Box 3726-B
Spring Grove, PA 17362

Vincent DiCostanzo
3328 Ellwood Avenue
Richmond, VA 23221

Jay B. McInerney
321 West 12th Street
New York, NY 10014

Marie-Nadine Mulvaney
1419 Evergreen Avenue
Plainfield, NJ 07060

Edward Rogers
20119 Lake Road
Rocky River, OH 44116

Dennis Spence
P.O. Box 116
Stillwater, NJ 07875

5) Exhibit 1 is amended to reflect that Diana Grumer, rather than Eugene Grumer, is a partner in Alee, holding a 1.54% interest. Eugene Grumer's name was inadvertently listed in Exhibit 1 to the application instead of the name of Diana Grumer, the actual interestholder. The address for Diana Grumer is the same as that for Eugene Grumer.

The hard copy of Alee's application, which was timely filed on April 16, 1992, contains a copy of Alee's Agreement of General Partnership along with all signature pages

thereto. A copy of the signature page for Diana Grumer was included in that filing.

6) The letter of April 30, 1990 from Neal M. Goldberg to Donna R. Searcy explained that on September 23, 1988, Mr. Amir Riahi, a U.S. citizen, acquired the 4.0% interest in Alee of Mr. Shafi Sharifan, who is not a U.S. citizen. See Att. 1 at ¶ 3. From that date, Mr. Sharifan has held no interest in Alee. In Exhibit 1 to the captioned application, however, Mr. Sharifan is incorrectly listed as a partner in Alee. Alee's application for Texas 21 - Chambers was not filed until October 8, 1988, after Mr. Riahi acquired Mr. Sharifan's interest on September 23, 1988. Therefore, when the Texas 21 application was filed with the FCC, Mr. Riahi was a partner in Alee while Mr. Sharifan was not.

Because Mr. Sharifan was not a partner in Alee at the time Alee filed its application for Texas 21 - Chambers, Alee did not violate Section 310 of the Communications Act, 47 U.S.C. § 310, or Section 22.4 of the Commission's Rules. Moreover, because the acquisition of Mr. Sharifan's interest by Mr. Riahi took place before the filing of the Texas 21 application, no pre-grant transfer of interests in the application occurred. Exhibit 1 to Alee's application should be corrected to delete Shafi M. Sharifan and to enter Amir Riahi as follows:

Amir R. Riahi
3139 Timberhill Lane
Aurora, IL 60505

7) Exhibit 1 is amended to report the existence of a multilateral agreement to which is attached an Execution Document on which appears the signature of a partner in Alee. Alee's involvement with this multilateral agreement is currently the subject of a hearing before Administrative Law Judge Miller, CC Dkt. No. 91-142. See Algreg Cellular Engineering, 6 FCC Rcd 2921 (Com. Car. Bur. 1991).

8) An Order to Show Cause has been issued against Alee in relation to its New Mexico 3 - Catron application. See Alarea Cellular Enaineering, 6 FCC Rcd at 2927.

9) Alee has been informed that the antenna which it proposed in its original application, a Cellwave PD1136, is currently being produced with a different propagation pattern from that of the Cellwave PD1136 which Alee proposed in its original application. If necessary, Alee intends to have its proposed antenna customized to meet its existing engineering specifications or to purchase an antenna which will meet those specifications.

10) Exhibit 3 is amended to submit the attached revised Exhibit 3 (Financial Qualifications), atttached hereto as Attachment 2. Alee is submitting a new financial commitment letter to replace the one currently appearing as Exhibit 3 to its Texas 21 application because a question was raised by the FCC about the validity of a similar letter.

In that case, the FCC permitted applicants to provide, by amendment, a substitute financial commitment letter. See Algreg Cellular Enuineering, 6 FCC Rcd at 2927. Therefore, Alee takes this opportunity to provide such a substitute.

11) Item 35(f) of Schedule B, FCC Form 401, is amended to reflect that on April 13, 1992, the FAA was notified of Alee's proposed construction. Attached hereto as Attachment 3 is a copy of that notification.

Respectfully submitted,

Alee cellular Communications

By: Becky L. Clark
General Partner

May 8, 1992

ATTACHMENT 1

HOPKINS & SUTTER

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)

888 SIXTEENTH STREET, N.W., WASHINGTON, D.C. 20006 (202) 835-8000
TELECOPIER (202) 835-8136 TELEX 440374

CHICAGO OFFICE THREE FIRST NATIONAL PLAZA CHICAGO 60602
DALLAS OFFICE 3700 MOMENTUM PLACE 1717 MAIN STREET 75201

April 30, 1990

BY HAND

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: Alee Cellular Communications; KNKN 271;
RSA 555A (New Mexico 3 - Catron);
File No. 10074-CL-P-555-A-88;
Request for Waiver of S 22.922

Dear Ms. Searcy:

On behalf of Alee Cellular Communications ("Alee"), we hereby notify the Commission of errors in the application for which the captioned construction permit was granted, and of other matters. Because a permit was granted to Alee for RSA No. 555A (New Mexico 3 - Catron) and thus Alee no longer has an application pending for that market, Alee is filing this letter, in lieu of an amendment to its application, to notify the Commission of these matters.

1. Alee first reports that, through an inadvertent error, Kandace J. Dolphin was listed in Alee's ownership exhibit as a partner with a 4.0% interest in Alee. That 4.0% interest should have been listed as being held by the Cellular Dreams Partnership, in which Ms. Dolphin is a 20% partner. Alee and Cellular Dreams submitted the required information to representatives of Alee's application preparer, Tho Cellular Corporation ("TCC"), but TCC incorrectly entered the information on Alee's application, and the error was not noticed when the Alee application was certified. See Declaration of Robert A. Bernstein (Attachment A hereto).

Cellular Dreams has always been the partner in Alee, not Me. Dolphin. Therefore, this is not a situation involving any transfer of interest in an application, and no waiver of § 22.922 of the Commission's Rules (prohibiting alienation of interests in cellular applications prior to the grant of a construction permit) is necessary. However, if the Commission believes a waiver of § 22.922 is required in order to bring

Alee into compliance with the Commission's Rules. then Alee hereby respectfully requests such a waiver. Given the nature of the correction being reported. it is clear that no intent to speculate in an RSA application is involved, indeed no transfer of interests is involved. The Commission has granted waivers in cases where there is no evidence of an intent to speculate in RSA applications, and thus, where a waiver will not thwart the purpose of § 22.922. See Cellular U.S.A., Inc., 4 FCC Rcd 5586 (Mob. Serv. Div. 1989); Cellular, Inc., 4 FCC Rcd 4495 (Mob. Serv. Div. 1989); Modoc RSA Limited Partnership, 4 FCC Rcd 3996 (Mob. Serv. Div. 1989); Wilcom Cellular Corporation, 4 FCC Rcd 6130 (Mob. Serv. Div. 1989); Washinston RSA No. 8 Limited, 4 FCC Rcd 5925 (Mob. Serv. Div. 1989).

Accordingly, Alee's ownership exhibit should be revised to delete the reference to Kandace J. Dolphin as a 4.01 partner, and substitute Cellular Dreams as follows:

Cellular Dreams Partnership' 3897 Sylvan Drive York. PA 17402	4.000%

*All members of this partnership are U.S. Citizens

Name and Address	% of Ownership
Kandace J. Dolphin 3897 Sylvan Drive York, PA 17402	20%
Francis T. Maloney 26 Old Field Road Setauket, NY 11733	20%
James Traynor 217 Prospect Drive Wilmington, DE 19803	20%
Maria C. Vega 26 Old Field Road Setauket, NY 11733	20%
Kenneth D. Kline R.D. #3 Box 3726-B Spring Grove, PA 17362	20%

2. As an additional matter, Alee learned that Kenneth D. Kline, who holds a 20% interest in Cellular Dreams (which constitutes less than a one percent interest in Alee). attempted to transfer one-half of his interest in Cellular Dreams to J. Robert Brubaker. Mr. Brubaker is a 201 partner in DMTV Partnership, which in turn holds a 4.620% partnership interest in Centaur Partnership, a cellular applicant. In

return, Brubaker attempted to transfer one-half of his interest in DMTV to Kline. See Agreement between Brubaker and Kline (Attachment B hereto). Mr. Kline's total indirect interest in Alee (through his Cellular Dreams interest) is less than one percent, and the total indirect interest in Alee that would have been transferred to Brubaker were the agreement valid is less than one-half of one percent. The attempted transfer was not authorized by Cellular Dreams, Alee, DMTV or Centaur.

No transfer of interests occurred pursuant to the Kline-Brubaker agreement since it is invalid as to both Kline and Brubaker, a fact both of them have acknovledged. Therefore no violation of Section 22.922 of the Commission's Rules occurred. Both the Cellular Dreams Partnership Agreement (Attachment C hereto) and the DMTV Partnership Agreement (Attachment D hereto) prohibit partners from selling, assigning or transfering their ownership interest in the partnership without approval by the Executive Committee of each respective partnership. See Section 6.1 of the Cellular Dreams Partnership Agreement and Section 6.1 of the DMTV Partnership Agreement. Neither Mr. Kline nor Mr. Brubaker received the required approval from their respective Executive Committees. See Declarations of Kenneth D. Kline and J. Robert Brubaker (Attachments E and F, respectively, hereto).

In such cases, courts have found that the partnership agreement controls and no valid transfer occurs. For example, in Pokrzywnicki v. Kozak, 47 A.2d 144 (Pa. 1946). the partnership agreement provided that one parrner could not sell or assign his or her interest without the consent of the other partner. The plaintiff claimed to be an assignee of one of the partners even though the other partner had refused to give his consent to the assignment. The court found that the plaintiff had "no standing to maintain the bill because he has no valid assignment of the partnership interest. and that to recognize him in the case would be to destroy entirely the aforesaid provision of the partnership agreement." Because the Cellular Dreams and DMTV partnership agreements are governed by Pennsylvania law (see section 10.6 of each agreement), Pokrzywnicki v. Kozak is controlling authority. See also, Rafkind v. Simon, 402 So.2d 22 (Fla. Dist. Ct. App. 1981).

The Commission, too, has in the past referred to the governing partnership agreement and state partnership law when determining whether partnership interests were transferred. In JHP Partnership, 4 FCC Rcd 5438 (A.L.J. 1989), the governing provisions of the partnership agreement were examined to determine whether an attempted transfer of a partner's one-third voting interest and 50% financial interest in the partnership to a nonpartner vas a valid transfer of control of the partnership. Based on the provisions of the partnership agreement and applicable partnership law, the ALJ concluded that a transfer of control, under the governing partnership

law, could not have been effected without the approval of the remaining partners, which was not obtained. Likewise. here the Commission must acknowledge that, based on the relevant partnership agreements and the applicable partnership law, no transfer of any partnership interests took place. Indeed, Messrs. Kline and Brubaker have agreed that, lacking the approval of their respective Executive Committees. their agreement is null and void and without force and effect. see Attachments E and F. Therefore, no violation of the Commission's Rules prohibiting alienation of RSA partnership interests occurred.

If the Commission holds otherwise, a waiver of Section 22.922 of the Commission's Rules is respectfully requested, although both Mr. Kline and Mr. Brubaker are proceeding on the assumption that their attempted transaction is void.

3. Alee also informs the Commission that after its application was filed on August 12, 1988, the interest of Shafi M. Sharifan. a 4.0% partner in Alee, was transferred to Amir R. Riahi. This transfer of interest from Mr. Sharifan to Mr. Riahi was undertaken following the disclosure by Sharifan that, despite his written statement on an applicant's qualification form that he was a United States citizen, he was in fact a non-U.S. citizen. The transfer occurred prior to the lottery for RSA No. 555A, in which Alee was selected, prior to Alee's being named as tentative selectee, and prior to the grant of Alee's construction permit. See Assignment Agreement dated September 23, 1988 (attached hereto as Attachment G). In fact, Alee's applications for Tiers 3 through 5 included Mr. Riahi as a partner, and not Mr. Sharifan. Upon its retention of new' counsel, Alee was advised that this filing is required to notify the Commission of the transfer. See Declaration of Robert A. Bernstein (Attachment A hereto).

Because there was a pre-grant transfer of an interest in Alee's application, a waiver of S 22.922 of the Commission's Rules is necessary, and Alee hereby respectfully requests such a waiver. Alee's ownership exhibit should be corrected to delete Mr. Shafi M. Sharifan and enter Mr. Riahi as follows:

Amir R. Riahi 3305 Acorn Street Aurora, IL 60505	4.000%

As demonstrated by the cases cited supra at page 2, the Commission has previously waived § 22.922 in cases where it has found that the transfer did not evince an intent to speculate in RSA applications, and, thus, where a waiver would not thwart the objectives of § 22.922. Here, the transfer was made because it was necessary to remove Mr. Sharifan from the partnership (because of his noncitizen status) before any RSA

lotteries occurred. There is no evidence of speculation in this transaction. Therefore, a waiver of § 22.922 is warranted

Mr. Sharifan's temporary pre-lottery ownership of a 4.0% interest in Alee should not affect the status of Alee's construction permit since, as soon as his non-citizen status was revealed (which was before Alee's selection in the lottery). steps were taken to correct the situation.1/ In GTRW Partnership, 4 FCC Rcd (Mob. Serv. Div. 1989), the Commission allowed an applicant to correct its application under less favorable circumstances. There an alien general partner held a 25% interest in the applicant. GTRW. When the alien status of the partner was discovered by the partnership, GTRW changed ita structure from a general partnership to a limited partnership with the alien as the limited partner. That change occurred on May 3, 1986, after GTRW's lottery win on April 21, 1986. See Declaration of GTRW's William Robert Turner as filed with GTRW's May 20, 1986 amendment (Attachment H hereto). Here, unlike the situation in GTRW, the non-U.S. citizen held only a 4.0% interest in the partnership, and he was removed from the partnership before the applicant's lottery win, In sum, if anything, the factual distinctions between this situation and GTRW militate in favor of a waiver in this case. Accordingly, the GTRW precedent dictates that Alee is entitled to a waiver of § 22.922, as was GTRW. See Melody Music, Inc. v. FCC, 345 F.2d 730 (D.C. Cir. 1965).

If any questions arise concerning these matters, please contact the undersigned.

Respectfully submitted,

Neal M. Goldbers
Joe D. Edge
Sue W. Bladek

Counsel for Alee Cellular Communications

1/ The Commission's prohibition on alien ownership is mandated by 41 U.S.C. § 310, which provides that a license "shall not be granted to or held by" an alien. Section 22.4 of the Commission's Rules, 47 C.F.R. § 22.4. echoes the statutory language. When Alee's application was granted (indeed, when it vas selected in the lottery) Mr. Sharifan was not an Alee partner and there were no alien ownership interests in Alee. Thus, grant of Alee's application did not violate 41 U.S.C. §310 or 41 C.F.R. § 22.4.

ATTACHMENT A

DECLARATION

I, Robert A. Bernstein, do hereby declare under penalty of perjury the following:

1. I am a member of the Executive Committee of Alee Cellular Communications ("Alee").

2. Through an error on the part of Alee's application preparer, Kandace J. Dolphin, an individual, was listed in Alee's ownership exhibit as a partner with a 4.0% interest in Alee. That interest should have been listed as being held by the Cellular Dream Partnership, in which Ms. Dolphin is a 20% partner. Ms. Dolphin is not an individual partner in Alee and never has been.

3. Alee submitted information to representatives of The Cellular Corporation ("TCC"), its application preparer, showing the Cellular Dream Partnership to be a 4.0% partner in Alee and Ms. Dolphin to be a 20% partner in the Cellular Dream Partnership. TCC incorrectly entered this information on Alee's application. This error was inadvertently overlooked when I certified Alee's application for RSA 555A (New Mexico 3 Catron).

4. At the time Alee's application for RSA 555A was filed, Mr. Shafi M. Sharifan was a 4.0% partner in Alee. As had all Alee partners, Mr. Sharifan previously submitted a

written qualifications statement indicating, among other things, that he was a United States citizen. After the application had been filed, Alee's partners learned that Mr. Sharifan was not a United States citizen.

5. When Mr. Sharifan's citizenship status was disclosed, he was asked to transfer his 4.0% interest in Alee to a United States citizen. Mr. Sharifan complied, transferring his interest to Mt. Amir R. Riahi. The transfer, as set forth in the attached Assignment Agreement, occurred prior to the lottery for RSA No. 555A, in which Alee's application was selected. Alee's applications for later tiers, specifically, Tiers 3 through 5, included Mr. Riahi's name as a 4.0% partner.

6. Upon retaining new (present) counsel, Alee was advised that it was required to notify the Commission of these facts.

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

Executed this 27th day of April, 1990

ROBERT A. BERNSTEIN

ASSIGNMENT AGREEMENT

execution of this Assignment Agreement, the undersigned Partner (Assignor), of ALEE CELLULAR COMMUNICATIONS, a registered New Jersey Partnership, hereby assigns to AMIR R. RIAHI (Purchaser), all right, title and interest owned by the undersigned in the ALEE CELLULAR COMMUNICATIONS PARTNERSHIP, free and clear of any and all encumbrances, liens, security interests, adverse claims and liabilities. The rights assigned hereunder include, without limitation, all ownership, voting rights, distribution of profit and any other priviledges or rights either direct or indirect in any Rural Statistical Areas (RSAs) which have been or may be won in the Federal Communications Commission RSA lotteries commencing September 23, 1988 for the Alaska and Hawaii RSAs, and continuing through the completion of Tier 5 lotteries. The undersigned warrants by signature at the bottom hereof that such signature is genuine and binding. In consideration of this Assignment, Purchaser agrees to pay the Assignor the amount of $ 10,000.00 (Ten thousand Dollars) and assume all future financial obligations affiliated with his position in the Partnership.

The Assignor acknowledges that it may be necessary for his name to be replaced by Purchaser on the 1.65 Amendment to be filed with the Federal Communications Commission on any ownership exhibits filed with the FCC for lotteries won by ALEE CELLULAR COMMUNICATIONS in Tiers 1 and 2. Assignor agrees to cooperate in any way necessary to assure that this transfer is made as effectively and promptly as possible.

This Agreement contains the entire agreement between Assignor and Purchaser and supersedes all prior oral and written agreements, commitments or understandings with respect to the matters provided herein, and no amendment or modification hereof shall be binding upon any party hereto unless set forth in writing and signed by Assignor and Purchaser. The rights and obligations of the parties hereto shall be governed by the laws of the State of New Jersey. In witness whereof, the parties hereby execute this Assignment Agreement on the dates indicated below.

PURCHASER:

By Amir R. Riahi

Title:

THE ASSIGNOR:
(Insert name of Assignor)

By:

Title:

Subscribed and sworn to, before me a Notary Public.

September 23, 1988
Date

My Commission Expires:
January 21 1991

ATTACHMENT B

PARTNERSHIP AGREEMENT

AGREEMENT MADE THIS 15th DAY June, 1988 BETWEEN J. ROBERT BRUBAKER INDIVIDUAL OF 725 MT. HERMAN BLVD. YORK, PA. 17402, AND KENNETH D. KLINE INDIVIDUAL OF R.D.#3 BOX 3726-B SPRING GROVE, PA. 17362, HEREAFTER REFERRED TO JOINTLY AS THE PARTIES. THE PARTIES AGREE AS DELINEATED BELOW TO SHARE THE OWNERSHIP OF ANY AND ALL PROPERTY, RIGHTS, PRIVILEGES, PROFITS, CAPITAL GAINS, AND/OR LOSSES WHICH RESULT FROM THEIR PARTICIPATION IN THE FEDERAL COMMUNICATIONS COMMISSION'S LOTTERIES FOR THE 428 RURAL STATISTICAL AREAS THROUGHOUT THE UNITED STATES.

1. THE PARTIES AGREE THAT IF ONE OR THE OTHER BECOMES THE SELECTEE IN ONE OR MORE OF THE RSAs THAT THE WINNING PARTY WILL SHARE WITH THE OTHER PARTY HIS OWNERSHIP INTEREST ON A 51%- 49% BASIS, WITH 51% REMAINING WITH THE WINNING PARTY AND 49% GOING TO THE OTHER PARTY.

2. THE PARTIES ATTEST TO THEIR KNOWLEDGE OF THE COMPLEXITY AND SPECULATIVE NATURE OF THE F.C.C. LOTTERY PROCESS. THE DIFFICULTIES, COMPLEXITIES AND THE POSSIBILITY OF FAILURE AT IMPLEMENTING THIS AGREEMENT FOR REASONS BEYOND THE CONTROL OF EITHER PARTY. BUT TO THE EXTENT POSSIBLE, BOTH PARTIES AGREE THAT THEY WILL EMPLOY EXHEUSTIVE EFFORTS IN THEIR ATTEMPT TO IMPLEMENT THIS AGREEMENT. IN OTHER WORDS, BOTH PARTIES WILL WORK TO THE FULLEST EXTENT POSSIBLE WITHIN ALL FEDERAL, STATE, AND LOCALS LAWS AND REGULATIONS TO IMPLEMENT THIS AGREEMENT.

3. THIS INSTRUMENT CONSTITUTES THE ENTIRETY OF THE AGREEMENT BETWEEN THE PARTIES. NO OTHER AGREEMENT EITHER WRITTEN OR IMPLIED EXISTS. ANY AND ALL AMENDMENTS, MODIFICATIONS OR WAIVERS MUST BE IN WRITING AND SIGNED BY BOTH PARTIES.

J. Robert Brubaker — 6.22.88
J. ROBERT BRUBAKER — DATE

Kenneth D. Kline — 6-18-88
KENNETH D. KLINE — DATE

ATTACHMENT C

PARTNERSHIP AGREEMENT dated as of June 1, 1988 among those persona whose names appear on Schedule A attached hereto (each a "Partner") collectively the "Partners').

AGREEMENT

1. Organization.

1.1 Governing Agreement. The Partnership shall be governed and administered by the terms and conditions set forth herein.

1.2 Name and Office. The name of the Partnership shall be Cellular Dream Partnership. The name may be changed from time to time by the Executive Committee of the partnership ('Executive Committee'). The principal office of the Partnership shall be 3897 Sylvan Drive, York, Pennsylvania 17402 or such other place as the Executive Committee hereafter may designate from time to time ('Principal Office'). The Partnership shall be a general partnership.

'1.3 Purpose. The purpose of the Partnership is to engage in the business of investing in acquiring and operating, directly or indirectly, nonwireline cellular telephone systems, and to engage in related activities in the communications business in ch form as the Partnership shall determine ("Partnership Business").

1.4 Term. The term of the Partnership commenced as of June 1, 1988 ("Effective Date"). The term shall continue until the ninety-ninth anniversary of the Effective Date, or until earlier terminated as provided herein. Each Term may be extended at its expiration date for a similar term upon approval by a Majority Vote of the Partners.

1.5 Formation. The Partners agree to operate as a general partnership pursuant to the provisions of the Uniform Partnership Act of the state of Pennsylvania (the "Uniform Partnership Act.) on the termm and conditions set forth herein. The Partnership mhall consist of all Partners who are parties (or successors in interest to parties) listed in Appendix A.

2. Capital Contributions

2.1 Initial Contribution. Each Partner shall make an initial Capital contribution of Two Thousand One Hundred and 00/100 Dollars ($2,100.00).

2.2 partnership Share. The Partners and their respective ownership interests in the Partnership are set forth in Appendix to this Partnership Agreement.

2.3 Capital Contributions for Partnership Business. Each partner shall contribute to the Partnership in cash its pro rata share of the capital of the partnership in-the amounts requested in writing (*Capital Call") from time to time by the Executive Committee for use in connection with the development and continuation of the Partnership Business. Each Partner's capital contribution shall be paid within thirty (30) days following the date that the Capital Call for the contribution is sent by mail to the Partner at its most recent address provided to the Executive Committee. For purposes of this Partnership Agreement, each Partner's pro rata share of the periodic Capital Calls shall equal the percentage of its Ownership Interest in the Partnership at the time of the Capital Call.

2.4 Ownership Percentages. Each Partner shall initially have that ownership interest ("Ownership Interest") in the Partnership which is specified in Appendix A, which interest may be adjusted pursuant to the provisions of Section 2.5 below. Appendix A shall be amended to reflect the Owncrship Interests of the Partners following payment of the Capital Call if any adjustment8 are appropriate pursuant to Section 2.5 below.

2.5 Failures to Contribute. If any Partner fails to make. all or part of a Capital Call when due pursuant to Section 2.3 above, the Executive committee may, at its sole discretion, have one or more of the Partners pay the Capital Call for the non-contributing partner(s) and the non-contributing Partner's Ownership Interest in the Partnership, together with the Ownership Interests in the Partnership of the Partner(s) which paid the Capital Call which was the obligation of the non-contributing Partner, shall be recalculated to equal the percentage derived by multiplying the non-contributing Partner's (and the other Partners') total capital contributions by one hundred and then dividing by the total capital contributions made by all of the Partners. Whether or not any right under the preceding sentence is exercised shall not affect the rights or remedies of the Partnership or any Partner at law or in equity with respect to any Partner who fails to pay any part of a Capital Call. No right to cure under this Partnership Agreement shall apply to any failure to make a capital call when due, unless approved by unanimous vote of the Executive Committee.

2.6 Partnership Financing. The amount of capital to be contributed to the Partnership by the Partners pursuant to a Capital Call ahall not exceed that which is determined by the Executive Committee to be reasonably necessary to meet the Partnership's present and reasonably projected needs for the development and continuation of the Partnership Business.

2.7 Return of Contributions. No Partner shall have any riaht to demand the return of or otherwise to withdraw its capital contributions or to demand property other than cash upon

any distribution by the Partnership.

3. Capital Accounts and Allocations.

3.1 Title to Property. The Partnership shall hold title to the capital of the Partnership and to all applications, authorizations, equipment and other property and assets, whether real, personal or intangible, acquired by the Partnership. The Partnership may, however, acquire. own and utilize assets jointly with other entities, and may commingle assets to the extent the Executive Committee reasonably considers, in its sole discretion, such activities appropriate and in the best interests of the Partnership, and title may be held in the name of persons designated by the Executive Committee so long as the Partnership'. interest in such title is held for the benefit of the Partnership. No Partner shall have any right to pledge, hypothecate, grant a security interest in, or otherwise encumber any asset or property of the Partnership, except if approved by the Executive Committee for Partnership purposes.

3.2 Capital Accounts. A separate capital account ('Capital Account") shall be maintained for each Partner on the books of the Partnership in accordance with generally accepted accounting principles. The Capital Account of each Partner shall (i) be credited with the Partner's cash capital contributions to the Partnership and with the net income and gain, if any of the partnership allocated to such Partner and (ii) be charged with the net losses, if any, of the partnership allocated to such Partner and with all distributions made by the Partnership to such Partner. No Partner shall be entitled to interest on its Capital Account; provided, that if any Partner, at the request of the Executive Committee, advances funds in excess of contributions made pursuant to Article 2, such Partner shall be entitled to receive interest at an amount equal to 3% over the prime rate of interest of Provident National Bank or its successors at the date the funds are advanced, on such amount form the date thereof until repaid in full. For purposes of this Partnership Agreement, Partnership net income, loss and gain shall be determined by the Partnership's accountants in accordance with generally accepted accounting principles.

3.3 Distributions. The Executive Committee shall periodically review the net cash receipts of the Partnership from operations, other than the proceed8 of any capital contributions or financing., and shall determine the amount of any cash available for distribution to the Partners ("Net Cash Available For Distribution") by deducting the amount of all expenditures of the Partnership and a11 expenditures reasonably anticipated for the Partnership Business, all principal and interest or other

amounts paid or payable to lenders including Partners and such cash reserves as the Executive Committee, in its sole discretion, deems to be appropriate for the proper future development and continuation of the Partnership Business including any proposed capital investments and working capital. Distributions of Net Cash Available for Distribution to the Partners shall be made at such times as are determined by the Executive committee, pro rata, in accordance with the Ownership Interests of the Partners at the time of distribution. The amount available for any distribution will be determined by the Executive Committee. No Partner shall be required to make a capital contribution to provide the funds necessary to make a distribution, nor shall the Partnership be required to borrow money for such purpose.

3.4 Tax Allocations. Taxable income, gain or losa, and items of tax credit of the Partnership for each taxable year shall be determined by the Partnership's accountants in accordance with applicable federal income tax laws, rules, and regulations and shall be allocated to the Partners in proportion to their Ownership Interests. Income of the Partnership in any taxable year, which is exempt from federal income taxation, shall be allocated in proportion to the allocation of taxable income in that year.

4. Management.

4.1 Partner Voting. Each Partner's voting percentage shall equal the percentage of its ownership interest in the Partnership. A vote reflecting more than fifty percent (50%) of the Ownership Interests ('Majority Vote') shall be required to act on and determine each matter requiring a vote of the Partners, except for the following: A vote reflecting two thirds (66.67%) of the Ownership Interests ("Super Majority Vote") is necessary for (i) the amendment or modification of Article 2 and Sections 3.3, 3.4 and 4.1 of this Partnership Agreement, or (ii) the admission to the Partnership of any person other than the partners listed in Appendix A.

4.2 Partner Meetings. A meeting of the Partners shall be held at least once each year. Special meetings of the Partners may be called at any time by the Executive Committee or by written request to the Executive Committee from Partners holding at least twenty five percent (25%) of the Ownership Interests. Partner meetings shall be held at the Principal Office of the Partnership unless otherwise designated by the Executive committee or such meetings may be held by conference telephone call. Partners holding a total of at least fifty percent (50%) of the Ownership Interests shall constitute a quorum necessary for a special or annual Partner meeting. Each Partner who wishes to may designate a person who will represent it at any Partner meeting, either directly or by proxy, by giving written notice thereof to the Executive committee prior to the Partner meeting.

The person so designated will continue to be that Partner's representative and to hold its proxy until the Executive Committee receives written notice of the termination of such representation (or the designation of a successor representative) by the partner or until such proxy or representation terminates in accordance with its terms.

4.3 Executive Committee. Except as otherwise provided in this Partnership Agreement, complete and exclusive power to conduct the business affairs of the Partnership is delegated to the Executive Committee of the Partnership ("Executive Committee'), consisting of three members. The Executive Committee shall have full powers to pursue the Partnership Business and shall be authorized to appoint a Managing Partner from among its membership to execute, acknowledge OK verify and file any and all documents required to be signed on behalf of the Partnership in the pursuit of the Partnership Business. The initial Managing Partnar shall be Randace J. Dolphin. Each member of the Executive Committee shall be elected at each annual Partner meeting, and may be removed at any time, by Majority Vote of the Partners. However, the Executive Committee may fill, by appointment agreed upon by the two remaining members of the Executive Committee any vacancy in its membership which Occurs between annual Partner meetings. Meetings of the Executive Committee shall be held not less than twice per year, and such meetings may be held by conference telephone call. Special meetings of the Executive Committee may be called at any time by the designated Managing Partner. A majority of two Executive Committee members shall constitute a quorum for the transaction of its business. Each action of the Executive Committee shall require a vote of a majority of the two Executive Committee Members. The Executive Committee may take any action otherwise appropriate by unanimous written consent of its members in lieu of an Executive Committee meeting.

Until the time of the first annual Partner meeting and the election of an Executive Committee at such meeting, the members of the Executive Committee shall be:

Kandace J. Dolphin, Managing Partner
3897 Sylvan Drive
York, Pennsylvania 17402

Francis T. Maloney, Partner
26 Old Field Road
Setauket, New York 11733

James P. Traynor, Partner
217 Prospect Drive
Wilmington, Delaware 19803

1.1 Managing Partner and Employees. The Executive Committee shall elect a Managing Partner from among its members. The Managing Partner (or his or her designee) shall preside at all Executive Committee meetings and all Partner meetings. The Executive Committee may delegate responsibilities and authority to the Managing Partner or Partnership employees to the extent it considers such action reasonable and necessary to the continuance of The Partnership Business.

1.5 Meeting Notices. Written notice of each Partner meeting and each Executive Committee meeting shall be sent by the Managing Partner to each Partner and Executive Committee member, respectively, to the latest address appearing in the Partnership recorda. The notice shall state the place, date hour and purpose of the meeting. Notice of any Partner meeting shall be given not less than ten (10) days before the date of the meeting, unless otherwise waived in writing. Notice of any Executive Committee meeting shall be given not less than three (3) days before the date of the meeting, unless otherwise waived in writing. When a meeting is adjourned to 'reconvene at another time or place, it shall not be necessary to give notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the adjourned meeting.

4.6 Minutes. Minutes reflecting the actions taken at meetings of the Partners and Executive Committee shall be kept. Copies of the minutes shall be maintained at the Principal Office of the Partnership and shall be promptly transmitted to each partner requesting the same.

4.7 Reimbursement of Expenses. The Partnership shall pay all of its expenses. These expenses may be either billed directly to the Partnership or reimbursed to the Executive committee or to any Partner authorized to incur expenses on behalf of the Partnership by action of the Executive Committee. Only expenses authorized by the Executive Committee will be reimbursed. All partners recognize that the Managiny Partner by virtue of the responsibilities delegated to him/her in Section **4.3** ahall have the authority to incur reasonable and ordinary expenses on behalf of the partnership. These expenses shall include but not be limited to postage, telephone, office supplies and secretarial time. The Partnership shall reimburse the **Managing Partner** for **these expenses based on periodic statements** submitted by the Managing Partner to the Executive Committee.

4.8 Arrangements With Partners. All Partners recognize that the Partnership may enter into agreements from time to time with Partners and/or Partner Affiliates for services in connection with the Partnership Business. It is the expectation of all Partners, and it is hereby agreed that:

(a) Such aqreements shall provide for fees to be paid

by the Partnership, representing reasonable compensation and overhead allowances to the contracting parties and such agreements shall be on terms no less favorable to the partnership than could be obtained if it was made with a person who is not a Partner;

(b) Such agreements shall require only the approval of the Executive Committee:

(c) Such agreements may be amended from time to time by change order or otherwise, as the Executive Committee shall determine reasonable in the conduct of the Partnership Business: and

(d) The duty of the Executive Committee to the Partnership and to the Partners with respect to the negotiation, execution, delivery, administration, amendment and termination of such agreements shall be to act in good faith

4.9 NO Authority to Bind Partnership. Only Partners designated by the Executive Committee shall have the authority to bind-the Partnership.

4.10 Indemnification. The Partnership shall indemnify and defend all agents of the Partnership acting in good faith and within the scope of their position and or employment against any liability, damages, loss or cost, from any source either internal or external to the Partnership and including without limitation, reasonable attorneys' fees incurred with or without suit and on appeal. The above indemnification shall not apply to acts of willful misconduct or gross negligence.

5. Books and Accounts.

5.1 Fiscal Year. The fiscal year of the Partnership shall end on December 31st in each year, or such other date as approved by the Executive Committee.

5.2 Books and Records. The Partnership shall maintain books and accounts in accordance with generally accepted accounting principles and provisions of the Agreement.

5.3 Reports and Tax Returns. Within ninety (90) days after the end of each fiscal year, the Executive Committee shall mail to each Partner (i) an unaudited financial statement for the Partnership, including and (ii) all necessary financial, tax, and other data required for inclusion in or preparation of tax returns for the Partners.

5.4 Right of Inspection. Each partner shall have the right, at its own expense, to examine and inspect. at reasonable times during business hours, the books, records, accounts,

properties, and operations of the Partnership. Such examination and inspection may be conducted by the Partner or its authorized agents. However, such examination or inspection shall not unreasonably interfere with the operation of the Partnership or the Partnership Business.

6. Transfers of Interests

6.1 Sale, Assignment, Transfer. In general, partners may not sell, assign or transfer their ownership interest in the Partnership. Partners may petition the Executive committee for authorization to sell, assign or transfer their ownership interest in the Partnership by giving the Executive Committee (30) day written notice of their intention. The Executive Committee may require reasonable documentation from the Partner in order to evaluate the transaction. The Executive Committee reserves the sole right to allow or disallow any such sale, assignment or transfer. In the event that approval of such a transaction shall necessitate the admission of a new Partner, such Partner will be admitted in accordance with Section 4.1 (ii).

6.2 Involuntary Assignment. Upon the death, bankruptcy, insolvency or incompetency of a Partner, the legal representative, guardian, receiver, creditor's committee or Other successor in interest of the Partner, shall notify the Executive Committee in writing of such event. The successor in interest shall be assigned the Partner's Ownership Interest and in accordance with Section 4.1(ii) be admitted as a Partner. The Partnership shall not be wound up or terminated upon such an event.

7. Representations and Warranties.

7.1 Each Partner represents and warrants that: (i) it is duly formed (if not a natural person), validly existing, and in good standing under the state and local laws to which it is subject, with full power and authority to perform its obligations under this Agreement: (ii) its performance of this Agreement will not conflict with, or result in a material breach of or default under, any agreement, instrument, law, regulation, order, decree or judgement to which it is subject; and (iii) (if an individual) they are a citizen of the United States, not a convicted felon, have not been administratively dismissed or disciplined by the PCC under any FCC licensing program and has no knowledge of any reason why they would not be an acceptable applicant for PCC Cellular Telephone Licenses.

8. Default.

8.1 Material Default. If a Partner for any reason breaches any material covenant, representation OK warranty of this

Partnership Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is provided to the defaulting Partner by the Executive Committee, then the Partner shall be considered to be in material default. Any Partner who commits such a material default, OK who causes the dissolution of the Partnership contrary to the provisions of Section 9.1, shall be liable to the Partnership for, and shall indemnify the Partnership against, all resulting damages, losses, expenses and claims, including reasonable attorneys' fees and litigation expenses, suffered OK incurred by the Partnership. The exercise of rights provided in Sections 8.2 or 9.2 below shall no relieve the Partner of such liability OK indemnification and shall not constitute a waiver, by any Partner or the Partnership, of any right or remedy against the defaulting Partner under this Partnership Agreement, including the right to set of damages, losses and expenses against any amount owed to the defaulting Partner.

8.2 Sale on Material Default. Each Partner who commits an uncured material default or voluntarily causes a dissolution cont'rary to Section 9.1, shall be required to sell its Ownership Interest, and subject to any required FCC consent, to tranrfer to the other Partners pro rata its Ownership Interest, if any, for an aggregate amount equal to the balance of its capital account. The provisions of this Section 8.2 may be waived on a case by case basis by the Executive Committee in its sole discretion.

9. Dissolution and Termination

9.1 Dissolution. Subject to prior FCC and regulatory consent, if any is required, the Partnership shall dissolve upon, and only upon, the occurrence of any of the following events: (i) Super Majority Vote (66.671) of the Ownership Interest to dissolve the Partnership; (ii) the sale or assignment of all or substantially all of the assets of the Partnership; and (iii) the expiration of the term of the Partnership set forth in Section 1.4. The Partnership shall not be dissolved for any other reason.

9.2 Right to Continue. If the Partnership is dissolved by any other act of dissolution of the Partnership by a Partner which necessarily causes a dissolution of the Partnership under the Uniform Partnership Act, the Partnership shall not be wound up or terminated and the remaining Partners shall continue the Partnership. In this event, at the option of and the sole discretion of the Executive Committee, the Partner causing the dissolution shall sell pro rata to the continuing Partners its Ownership Interest in the Partnership Business in accordance with Section 8.2 above.

9.3 Winding Up. In the event of the dissolution of the Partnership pursuant to Section 9.1, the Partnership shall be

liquidated and its affairs wound up by the Executive Committee in an orderly and prompt manner. The Partners shall continue to share all items of income, gain, loss, deduction or credit for tax purposes, and all profits and losses for accounting purposes, during the period of liquidation in the same manner as before the dissolution. The Executive Committee shall have the full right and discretion to determine the time, manner, and terms of each sale of Partnership property pursuant to the liquidation.

9.4 Distribution Upon Liquidation. After paying or providing for the payment of a11 debts and liabilities of the Partnership and all expenses of liquidation, and after reserving funds reasonably sufficient to cover contingent or unforeseen liabilities or obligations of the Partnership, the proceed8 of the liquidating and other assets or the partnership shall be distributed to the Partners in accordance with their Ownership Interests at the time of distribution.

10. Miscellaneous.

10.1 Mutual Cooperation. Each Partner shall, in good faith. coooerate with each other Partner and the Partnership in promptly undertaking all actions, executing all documents and filing all materials as may reasonable be necessary or desirable to fulfill each of the Partner's obligations under this Partnership Agreement.

10.2 Confidential Information. Without the prior written consent of the Executive committee, no Partner or Partner's' Affiliate shall assign, transfer, license, disclose, make available, use for personal gain, or otherwise dispose of any patents, patent rights, trade secrets, customer lists, proprietary information, or other confidential information of the Partnership, whether or not the information is explicitly designated as confidential.

10.3 Other Business. Nothing contained in this Partnership Agreement shall restrict any Partner or Partner's Affiliate from engaging in any business outside of the Partnership including business which may be deemed to be in competition with the Business of the partnership. Each of the Partners has, expects to or may hereafter acquire interests in other cellular enterprises, some of which interests may be similar to or competitive, directly or indirectly, with the Partnership Business. Neither the Partnership nor any Partner" by virtue of this Partnership Agreement, shall have the right to acquire any interest in any such enterprise whether or not competitive with the business of the Partnership, as a result of any Partner acquiring an interest therein, nor shall any Partner be prohibited from acquiring any such interest.

10.4 Binding Effect. Except as otherwise provided herein,

this Partnership Agreement shall be binding upon and inure to the benefit of the Partner., their legal representatives, heirs, administrators, executors, Successors, and permitted assigns.

10.5 Severability. If any provision of this Partnership Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Partnership Agreement shall continue to be in full force and effect.

10.6 Governing Law. This Partnership Agreement and the rights of the Partners hereunder shall be governed, interpreted, and enforced in accordance vith the laws of Pennsylvania.

10.7 Notices. All notices, demands, and Capital Calls required or permitted under this Agreement shall be in writing and shall be conclusively presumed to have been delivered to the recipient three business days after posting in the United States mail, first class, postage prepaid, to the recipients's address as shown at the time in the records of the Partnership. Any Partner may specify a different address by notifying the Executive Committee in writing of the change in address. Each Partner is responsible €or advising the Partnership of any changes in address. The Partnership shall have no liability to any Partner for any loss or liability caused or contributed to by such Partner's (or such Partner's predecessor's) failure to so advise the Partnership.

Until further notice is sent to the Partners, Notices to the Executive Committee shall be addressed to:

Executive Committee
Cellular Dream Partnership
3897 Sylvan Drive
York, Pennsylvania 17402

Attn: Randace J. Dolphin

10.9 Entire Agreement, This Partnership Agreement constitute8 the entire agreement between the Partners. It supersedes all inconsistent prior agreements or understandings between the Partners with respect to the subject matter of this Partnership Agreement. This Partnership Agreement may be modified or amended only by an instrument in writing adopted in accordance with the provisions of this Partnership Agreement.

This Partnership Agreement is dated this 1st day of June, 1988.

APPENDIX A

CELLULAR DREAM PARTNERSHIP

Kandace J. Dolphin Self Employed [illegible] 20%
3897 Sylvan Drive
York, Pennsylvania 17402
717-757-2935 (Sa[illegible])

Francis T. Maloney 20%
26 Old. Field Road
Setauket, New York 11733
516-751-4713 (H)
609-428-6880 (W) Self Employed Business Consultant

James Traynor— 20%
217 Prospect Drive
Wilmington, Delaware 19803
302-478-0699 (H)
302-654-5884 (W)

Maria C. Vega School Teacher 20%
26 Old Field Road
Setaukct, New York 11733
516-751-4713 (H)
516-673-2070 (W)

Kenneth D. Rline Production Foreman 20%
R.D.#3 Box 3726-B
Spring Grove, Pennsylvania 17362
717-225-1798 6
717-235-5913 (W)

CELLULAR DREM PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the Cellular Dream Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this Signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.

2. IT IS YOUR RESPONSIBILITY TO KEEP TEE PARTNERSEIP NOTIFIED OF NME AND ADDRESS CHANGES. FAILURE TO 00 SO COULD RESULT IN LOSS OR DILUTION OF YOUR INTEREST.

   Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: Kandace J. Dolphin Date: 6/2/88

Full Name of Partner: Kandace J. Dolphin

Mailing Address of Partner: 3897 Sulvan Drive
York PA 17402

Telephone Numbers of Partner:

Daytime: (717) 757-2935

Evening: (717) 757-2935

Partner's Social Security Number: 160-46-9730

7

CELLULAR DREAM PARTNERSRIP

Partnership Signature Page

The undersigned Partner in the Cellular Dream Partnership ('Partnership') hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.

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. Any changer in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: [illegible] Date: 6-15-88

Full Name of Partner: KENNETH D. ALINE

Mailing Address of Partner: RD [illegible] Box [illegible]

SPRING GROVE, PA [illegible]

Telephone Numbers of Partner:

Daytime: (717) 225-1798

Evening: (717) 235-5913

Partner's Social Security Number: [illegible]

CELLULAR DREAM PARTNERSHIP

Partnership Signature Page

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   Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: X Maria C. Vega Date: X 6/4/88

Full Name of Partner: Maria C. Vega

Mailing Address of Partner: 26 Old Field Road
Setauket, New York 11733

Telephone Numbers of Partner:

Daytime: (516) 751 - 313

Evening: (516) 751 - 4713

Partner'. Social Security Number: X 051-48-0,41

CELLULAR DREAM PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the Cellular Dream Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.

2. IT IS YOUR RESPONSIBILITY TO KEEP TRE PARTNERSHIP NOTIFIED 01 NAME AND ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTION 01 YOUR INTEREST.

   Any changes in any of the following information should be immediately reported to the Executive Committee at the following addresr indicated in your copy of the Partnership Agreement.

Signature: Francis T Maloney Date: 6-4-88

Full Name of Partner: Francis T. Maloney

Hailing Address of Partner: 26 Old Field Road
Setauket New York 11733

Telephone Numbers of Partner:

Daytime: (516) 751-4713

Evening: (516) 751-4713

Partner's Social Security Number: 187-48-9715

CELLULAR DREAM PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the Cellular Dream Partnership ('Partnership') hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

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2. IT IS YOUR RESPONSIBILITY TO KEEP THE PARTNERSHIP NOTIFIED OF NAME AID ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTIOU OF YOUR INTEREST.

   Any change8 in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: X James Traynor Date: 6/15/88

Full Name of Partner: James H. Traynor

Mailing Address of Partner: 217 Prospect Drive 19803
Wilmington, Delaware

Telephone Numbers of Partner:

Daytime: (302) 654-5084

Evening: (302) 478-0699

Partner's Social Security Number: X 222-42-9431

1. under no circumstance does this partner agree to be bound by a recourse financing agreement if an RTA is awarded

2. managing partner will make every effort to persuade larger partnerships to incorporate or form limited partnerships to limit liability.

ATTACHMENT D

PARTNERSHIP AGREEMENT dated as of June 1, 1988 among those persons whose names appear on Schedule A attached hereto (each a "Partner"; collectively the "Partners").

ACREEMENT

1. Organization.

1.1 Governing Agreement. The Partnership shall be governed and administered by the terms and conditions set forth herein.

1.2 Name and Office. The name of the Partnership shall be DMTV Cellular Partnership. The name may be changed from time to time by the Executive Committee of the partnership ("Executive Committee.). The principal office of the Partnership shall be 3897 Sylvan Drive, York, Pennsylvania 17402 or such other place as the Executive Committee hereafter may designate from time to time ("Principal Office'). The Partnership shall be a general partnership.

1.3 Purpose. The purpose of the Partnership is to engage in the'business of investing in acquiring and operating, directly or indirectly, nonwireline cellular telephone systems, and to engage in related activities in the communications business in such form as the Partnership shall determine ("Partnership Business.).

1.4 Term. The term of the Partnership commenced as of June 1, 1988 ("Effective Date.). The term shall continue until the ninety-ninth anniversary of the Effective Date, or until earlier terminated as provided herein. Each Term may be extended at its expiration date for a similar term upon approval by a Majority Vote of the Partners.

1.5 Formation. The Partners agree to operate as a general partnership pursuant to the provisions of the Uniform Partnership Act of the state of Pennsylvania (the "Uniform Partnership Act") on the terms and conditions set forth herein. The Partnership shall consist of all Partners who are parties (or successors in interest to parties) listed in Appendix A.

2. Capital Contributions

2.1 Initial Contribution. Each Partner shall. make an initial Capital contribution of Two Thousand One Hundred and 00/100 Dollars ($2,100.00).

2.2 Partnership Share. The Partners and their respective ownership interests in the Partnership are set forth in Appendix A to this Partnership Agreement.

2.3 Capital Contributions for Partnership Business. Each Partner shall contribute to the Partnership in cash its pro rata share of the capital of the partnership in the amounts requested in writing ("Capital Call") from time to time by the Executive Committee for uae in connection with the development and continuation of the Partnership Business. Each Partner's capital contribution shall be paid within thirty (30) days following the date that the Capital Call for the contribution is sent by mail to the Partner at its most recent address provided to the Executive Committee. For purposes of thia Partnership Agreement, each Partner's pro rata share of the periodic Capital Calls shall equal the percentage of its Ownership Interest in the Partnership at the time of the Capital Call.

2.4 Ownership Percentages. Each Partner sh initially have that nership interest ("Own ship nterest") in the Partnership which is specified in Appenhix A, which interest may be adjusted pursuant to the provisions of Section 2.5 below. Appendix A shall be amended to reflect the Ownership Interests of the Partners following payment of the Capital Call if any adjustments are appropriate pursuant to Section 2.5 below.

2.5 Failures to Contribute. If any Partner fails to make all or part of a Capital Call when due pursuant to Section 2.3 above, the Executive committee may, at its sole discretion, have one or more of the Partners pay the Capital Call for the non-contributing partner(s) and the non-contributing Partner's Ownership Interest in the Partnership, together with the Ownership Interests in the Partnership of the Partner(s) which paid the Capital Call which was the obligation of the non-contributing Partner, shall be recalculated to equal the percentage derived by multiplying the non-contributing Partner's (and the other Partners') total capital contributions by one hundred and then dividing by the total capital contributions made by all of the Partners. Whether or not any right under the preceding sentence is exercised shall not affect the rights or remedies of the Partnership or any Partner at law or in equity with respect to any Partner who fails to pay any part of a Capital Call. No right to cure under this Partnership Agreement shall apply to any failure to make a capital call when due, unless approved by unanimous vote of the Executive Committee.

2.6 Partnership Financing. The amount of capital to be contributed to the Partnership by the Partners pursuant to a Capital Call ahall not exceed that which is determined by the Executive Committee to be reasonably necessary to meet the Partnership's present and reasonably projected needs for the development and continuation of the Partnership Business.

2.7 Return of Contributions. No Partner shall have any right to demand the return of or otherwise to withdraw its capital contributions ok to demand property other than cash upon

any distribution by the Partnership.

3. Capital Accounts and Allocations.

3.1 Title to Property. The Partnership shall hold title to the capital of the Partnership and to all applications, authorizations, equipment and other property and assets, whether real, personal or intangible, acquired by the partnership. The Partnership may, however, acquire, own and utilize assets jointly with other entities, and may commingle assets to the extent the Executive Committee reasonably considers, in its role discretion, such activities appropriate and in the best interests of the Partnership, and title may be held in the name of persona designated by the Executive Committee so long as the Partnership's interest in such title is held for the benefit of the Partnership. No Partner shall have any right to pledge, hypothecate, grant a security interest in, or otherwise encumber any asset or property of the Partnership, except if approved by the Executive Committee for Partnership purposes.

3.2 Capital Accounts. A separate capital account ("Capital Account') shall be maintained for each Partner on the books of the Partnership in accordance with generally accepted accounting principles. The Capital Account of each Partner shall (i) be credited with the Partner's cash capital contributions to the Partnership and with the net income and gain, if any of the partnership allocated to such Partner and (ii) be charged with the net losses, if any, of the partnership allocated to such Partner and with all distributions made by the Partnership to such Partner. No Partner shall be entitled to interest on its Capital Account; provided, that if any Partner, at the request of the Executive Committee, advances funds in excess of contributions made pursuant to Article 2, such Partner shall be entitled to receive interest at an amount equal to 3% over the prime rate of interest of Provident National Bank or its successors at the date the funds are advanced, on such amount form the date thereof until repaid in full. For purposes of this Partnership Agreement, Partnership net income, loss and gain shall be determined by the Partnership's accountants in accordance vith generally accepted accounting principles.

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3.4 Tax Allocations. Taxable income, gain or loss, and items of tax credit of the Partnership for each taxable year shall be determined by the Partnership's accountants in accordance with applicable federal income tax laws, rules, and regulations and shall be allocated to the Partners in proportion to their Ownership Interests. Income of the Partnership in any taxable year, which is exempt from federal income taxation, shall be allocated in proportion to the allocation of taxable income in that year.

4. Management.

4.1 Partner Voting. Each Partner's voting percentage shall equal the percentage of its ownership interest in the Partnership. A vote reflecting more than fifty percent (50%) of the Ownership Interests ("Majority Vote") shall be required to act on and determine each matter requiring a vote of the Partners, except for the following: A vote reflecting two thirds (66.67%) of the Ownership Interests ("Super Majority Vote') is necessary for (i) the amendment or modification of Article 2 and Sections 3.3, 3.4 and 4.1 of this Partnership Agreement, or (ii) the admission to the Partnership of any person other than the partners listed in Appendix A.

4.2 Partner Meetings. A meeting of the Partners shall be held at least once each year. Special meetings of the Partners may be called at any time by the Executive Committee or by written request to the Executive Committee from Partners holding at least twenty five percent (25%) of the Ownership Interests. Partner meetings shall be held at the Principal Office of the Partnership unless otherwise designated by the Executive Committee or such meetings may be held by conference telephone call. Partners holding a total of at least fifty percent (50%) of the Ownership Interests shall constitute a quorum necessary for a special or annual Partner meeting. Each Partner who wishes to may designate a person who will represent it at any Partner meeting, either directly or by proxy, by giving written notice thereof to the Executive committee prior to the Partner meeting.

The person so designated will continue to be that Partner's representative and to hold its proxy until the Executive Committee receives written notice of the termination of such representation (or the designation of a successor representative) by the partner or until such proxy or representation terminates in accordance with its terms.

4.3 Executive Committee. Except as otherwise provided in this partnership Agreement, complete and exclusive power to conduct the business affair8 of the Partnership is delegated to the Executive Committee of the Partnership ('Executive Committee.), consisting of three members. The Executive Committee shall have full powers to pursue the Partnership Business and shall be authorized to appoint a Managing Partner from among its membership to execute, acknowledge or verify and file any and all documents required to be signed on behalf of the Partnership in the pursuit of the Partnership Business. The initial Managing Partner shall be John P. Dolphin. Each member of the Executive Committee shall be elected at each annual Partner meeting, and may be removed at any time, by Majority Vote of the Partners. However, the Executive Committee may fill, by appointment agreed upon by the two remaining members of the Executive Committee any vacancy in its membership which occurs between annual Partner meetings. Meetings of the Executive Committee shall be held not less than twice per year, and such meetings may be held by conference telephone call. Special meetings of the Executive Committee may be called at any time by the designated Managing Partner. A majority of two Executive Committee members shall constitute a quorum for the transaction of its business. Each action of the Executive Committee shall require a vote of a majority of the two Executive Committee Members. The Executive Committee may take any action otherwise appropriate by unanimous written consent of its members in lieu of an Executive Committee meeting.

Until the time of the first annual Partner meeting and the election of an Executive Committee at such meeting the members of the Executive Committee shall be:

John P. Dolphin, Managing Partner
3897 Sylvan Drive
York, Pennsylvania 17402

Julio Vega, Partner
26 Old Field Road
Setauket, New York 11733

The third Executive Committee member shall be elected at the first Partner meeting in accordance with this Section.

4.4 Managing Partner and Employees. The Executive Committee shall elect a Managing Partner from among its members.

The Managing Partner (or his or her designee) shall preside at all Executive Committee meetings and all Partner meetings. The Executive Committee may delegate responsibilities and authority to the Managing Partner or Partnership employees to the extent it considers such action reasonable and necessary to the continuance of The Partnership Business.

4.5 Meeting Notices. Written notice of each Partner meeting ana each Executive Committee meeting shall be sent by the Managing Partner to each Partner and Executive Committee member, respectively, to the latest address appearing in the Partnership records. The notice shall state the place, date hour and purpose of the meeting. Notice of any Partner meeting shall be given not less than tan (10) days before the date of the meeting, unless otherwise waived in writing. Notice of any Executive Committee meeting shall be given not less than three (3) days before the date of the meeting, unless otherwise waived in writing. When a meeting is adjourned to reconvene at another time or place, it shall not be necessary to give notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the adjourned meeting.

4.6 Minutes. Minutes reflecting the actions taken at meetings of the Partners and Executive Committee shall be kept. Copies of the minutes shall be maintained at the Principal Office of the Partnership and shall be promptly transmitted to each partner requesting the same.

4.7 Reimbursement of Expenses. The Partnership shall pay all of its expenses. These expenses may be either billed directly to the Partnership or reimbursed to the Executive committee or to any Partner authorized to incur expenses on behalf of the partnership by action of the Executive Committee. Only expenses authorized by the Executive Committee will be reimbursed. All Partners recognize that the Managing Partner by virtue of the responsibilities delegated to him/her in Section 4.3 shall have the authority to incur reasonable and ordinary expenses on behalf of the partnership. These expenses shall include but not be limited to postage, telephone, office supplies and secretarial time. The Partnership shall reimburse the Managing Partner for these expenses based on periodic statements submitted by the Uanaging Partner to the Executive committee.

4.8 Arrangements With Partners. All Partners recognize that the Partnership may enter into agreements from time to time with Partners and/or Partner Affiliates for services in connection with the Partnership Business. It is the expectation of all Partners, and it is hereby agreed that:

(a) Such agreements shall provide for fees to be paid by the Partnership, representing reasonable compensation and overhead allowances to the contracting parties and such agreements shall be on terms no less favorable to the partnership

than could be obtained if it was made with a person who is not a Partner;

(b) Such agreements shall require only the approval of the Executive Committee;

(c) Such agreements may be amended from time to time by change order or otherwise, as the Executive Committee shall determine reasonable in the conduct of the Partnership Business; and

(d) The duty of the Executive Committee to the Partnership and to the Partners with respect to the negotiation, execution, delivery, administration, amendment and termination of such agreements shall be to act in good faith

4.9 No Authority to Bind Partnership. Only Partners designated by the Executive Committee shall have the authority to bind- the Partnership.

4.10 Indemnification. The Partnership shall indemnify and defend all agents of the Partnership acting in good faith and within the scope of their position and or employment against any. liability, damages, loss or cost, from any source either internal or external to the partnership and including without limitation, reasonable attorneys' fees incurred with or without suit and on appeal. The above indemnification shall not apply to acts of willful misconduct or gross negligence.

5. Books and Accounts.

5.1 Fiscal Year. The fiscal year of the Partnership shall end on December 31st in each year, or such other date as approved by the Executive Committee.

5.2 Books and Records. The Partnership shall maintain books and accounts in accordance with generally accepted accounting principles and provisions of the Agreement.

5.3 Reports and Tax Returns. Within ninety (90) days after the end of each fiscal year, the Executive Committee shall mail to each Partner (i) an unaudited financial statement for the Partnership, including and (ii) all necessary financial, tax, and other data required for inclusion in or preparation of tax returns for the Partners.

5.4 Right of Inspection. Each partner shall have the right, at its own expense, to examine and inspect, at reasonable times during business hours, the books, recorda, accounts, properties, and operations of the Partnership. Such examination and inspection may be conducted by the Partner or its authorized agents. However, such examination or inspection shall not

unreasonably interfere with the operation of the Partnership or the partnership Business.

6. Transfers of Interests

6.1 Sale, Assignment, Transfer. In general, partners may not sell, assign or transfer their ownership interest in the Partnership. Partners may petition the Executive committee for authorization to sell, assign or transfer their ownership interest in the Partnership by giving the Executive Committee (30) day written notice of their intention. The Executive Committee may require reasonable documentation from the Partner in order to evaluate the transaction. The Executive Committee reserves the sole right to allow or disallow any such sale, assignment or transfer. In the event that approval af such a transaction shall necessitate the admission of a new Partner, such Partner will be admitted in accordance with Section 4.1 (ii).

6.2 Involuntary Assignment. Upon the death, bankruptcy, insolvency or incompetency of a Partner, the legal representative, guardian, receiver, creditor's committee or other successor in interest of the Partner, shall notify the Executive Committee in writing of such event. The successor in interest shall be assigned the Partner's Ownership Interest and in accordance with Section 4.1(ii) be admitted as a Partner. The Partnership shall not be wound up or terminated upon such an event.

7. Representations and Warranties.

7.1 Each Partner represents and warrants that: (i) it is duly formed (if not a natural person), validly existing, and in good standing under the state and local laws to which it is subject, with full power and authority to perform its obligations under thia Agreement; (ii) its performance of this Agreement will not conflict with, or result in a material breach of or default under, any agreement, instrument, law, regulation, order, decree or judgement to which it is subject; and (iii) (if an individual) they are a citizen of the United States, not a convicted felon, have not been administratively dismissed or disciplined by the PCC under any FCC licensing program and has no knowledge of any reason why they would not be an acceptable applicant for FCC Cellular Telephone Licenses.

8. Default.

8.1 Material Default. If a Partner for any reason breaches any material covenant, representation or warranty of this Partnership Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is provided to the defaulting Partner by the Executive Committee, then the Partner

shall be considered to be in material default. Any Partner who commits such a material default, or who causes the dissolution of the Partnership contrary to the provisions of Section 9.1, shall be liable to the Partnership for, and shall indemnify the Partnership against, all resulting damages, losses, expenses and claim., including reasonable attorneys' fees and litigation expenses, suffered or incurred by the Partnership. The exercise of rights provided in Sections 8.2 or 9.2 below shall no relieve the Partner of such liability or indemnification and shall not constitute a waiver, by any Partner or the Partnership, of any right or remedy against the defaulting Partner under this Partnership Agreement, including the right to set of damages, losses and expenses against any amount owed to the defaulting Partner.

8.2 Sale on Material Default. Each Partner who commits an uncured material default or voluntarily causes a dissolution contrary to Section 9.1, shall be required to sell its Ownership Interest, and subject to any required FCC consent, to transfer to the other Partners pro rata its Ownership Interest, if any, for an aggregate amount equal to the balance of its capital account. The provision8 of this Section 8.2 may be waived on a case by case basis by the Executive Committee in its sole discretion.

9. Dissolution and Termination

9.1 Dissolution. Subject to prior FCC and regulatory consent, if any is required, the Partnership shall dissolve upon, and only upon, the occurrence of any of the following events: (i) Super Majority Vote (66.678) of the Ownership Interest to dissolve the Partnership; (ii) the sale or assignment of all or substantially all of the assets of the Partnership: and (iii) the expiration of the term of the Partnership set forth in Section 1.4. The Partnership shall not be dissolved for any other reason.

9.2 Right to Continue. If the Partnership is dissolved by any other act of dissolution of the Partnership by a Partner which necessarily causes a dissolution of the Partnership under the Uniform Partnership Act, the Partnership shall not be wound up or terminated and the remaining Partners shall continue the Partnership. In this event, at the option of and the sole discretion of the Executive Committee, the Partner causing the dissolution shall sell pro rata to the continuing Partners its Ownership Interest in the Partnership Business in accordance with Section 8.2 above.

9.3 Winding Up. In the event of the dissolution of the Partnerrhip pursuant to Section 9.1, the Partnership shall be liquidated and its affairs wound up by the Executive Committee in an orderly and prompt manner. The Partners shall continue to share all items of income, gain, loss, deduction or credit for

tax purposes, and all profits and losses for accounting purposes, during the period of liquidation in the same manner as before the dissolution. The Executive Committee shall have the full right and discretion to determine the time, manner, and terms of each sale of Partnership property pursuant to the liquidation.

9.4 Distribution Upon Liquidation. After paying or providing for the payment of all debts and liabilities of the Partnership and all expenses of liquidation, and after reserving funds reasonably sufficient to cover contingent or unforeseen liabilities or obligation8 of the Partnership, the proceeds of the liquidating and other assets or the partnership shall be distributed to the Partners in accordance with their Ownership Interests at the time of distribution.

10. Miscellaneous.

10.1 Mutual Cooperation. Each Partner shall, in good faith, cooperate with each other Partner and the Partnership in promptly undertaking all actionr, executing all documents and filing all materials as may reasonable be necessary or desirable to fulfill each of the Partner's obligations under this Partnership Agreement.

10.2 Confidential Information. Without the prior written consent of the Exacutive committee, no Partner or Partner's Affiliate shall assign, transfer, license, disclose, make available, use for personal gain, or otherwise dispose of any patents, patent right., trade sacrets, customer lists, proprietary information, or other confidential information of the Partnership, whether or not the information is explicitly designated as confidential.

10.3 Other Business. Nothing contained in this Partnership Agreement shall restrict any Partner or Partner's affiliate from engaging in any business outside of the Partnership including business which may be deemed to be in competition with the Business of the Partnership. Each of the Partners has, expects to or may hereafter acquire interests in other cellular enterprises, some of which interests may be similar to or competitive, directly or indirectly, with the Partnership Business. Neither the Partnership not any Partner, by virtue of this Partnership Agreement, shall have the right to acquire any interest in any such enterprise whether or not competitive with the business of the Partnership, as a result of any Partner acquiring an interest therein, nor shall any Partner be prohibited from acquiring any such interest.

10.4 Binding Effect. Except as otherwise provided herein, this Partnership Agreement shall be binding upon and inure to the benefit of the Partners, their legal representatives, heirs, administrators, executors, Successors, and permitted assigns.

10.5 Severability. If any provision of this Partnership Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Partnership Agreement shall continue to be in full force and effect.

10.6 Governing Law. This Partnership Agreement and the rights of the Partners hereunder shall be governed, interpreted, and enforced in accordance with the laws of Pennsylvania.

10.7 Notices. All notices, demands, and Capital Calls required or permitted under this Agreement shall be in writing and ahall be conclusively presumed to have been delivered to the recipient three business days after posting in the United States mail, first class, postage prepaid, to the recipients's address as shown at the time in the records of the Partnership. Any Partner may specify a different address by notifying the Executive Committee in writing of the change in address. Each Partner is responsible for advising the Partnership of any changes in address. The Partnership shall have no liability to any Partner for any loss or liability caused or contributed to by such Partner's (or such Partner's predecessor's) failure to so advise the Partnership.

Until further notice is sent to the Partners, Notices to the Executive Committee shall be addressed to:

Executive Committee
DMTV Cellular Partnership
3897 Sylvan Drive
York, Pennsylvania 17402

Attn: John P. Dolphin

10.9 Entire Agreement. This Partnership Agreement constitutes the entire agreement between the Partners. It supersedes all inconsistent prior agreements or understandings between the Partners with respect to the subject matter of this Partnership Agreement. This Partnership Agreement may be modified or amended only by an instrument in writing adopted in accordance with the proviaions of this Partnership Agreement.

This Partnership Agreement is dated this 1st day of June, 1988.

APPENDIX A
DMTV CELLULAR PARTNERSEIP

John P. Dolphin 3897 Sylvan Drive York, Pennsylvania 17402 717-757-2935	40% 20%
Carmen V. Maloney 26 Old Field Road Setauket, New York 11733 516-751-4713	208
Agnes R. Traynor 217 Prospect Drive Wilmington, Delaware 19803 302-478-0699	208
Julio A. Vega 26 Old Field Road Sctaukct, New York 11733 516-751-4713	208
J. Robert Brubaker 725 Mt. Herman Blvd. York, Pennsylvania 17402 717-755-0430	20%

3

DMTV CELLULAR PARTNERSEIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ("Partnership') hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete **all** information requested below.

2. IT IS YOUR RESPONSIBILITY TO KEEP THE PARTNERSHIP NOTIFIED OF NAME AND ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTION OF YOUR INTEREST.

   Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: [signature] Date: 6-15-88

Full Name of Partner: ROBERT BRUBAKER

Mailing Address of Partner: 7125 MT HERMAN BLVD
J.K., A. 17402

Telephone Numbers of Partner:

Daytime: (717) 755-0430

Evening: (") " " 845-6032

Partner's Social Security Number: 201-24-4315

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which was attached to this signature page.

NOTES TO PARTNER:

1. You must complete **all** information requested below.

2. **IT IS YOOR RESPONSIBILITY TO KCCP THE PARTNERSHIP NOTIFIED OF NAME AND ADDRESS CHANGES. FAILURE *TO* DO SO COULD RESULT IN LOBS OR DILUTION OF YOOR INTEREST.**

   Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: Julio A. Vega **Date:** 6/4/88

Full Name of Partner: Julio A. Vega

Mailing Address of Partner: 260 Old Field Road
Westbury, New York 11733

Telephone Numbers of Partner:

Daytime: (516) 751-4713

Evening: (516) 751-4713

Partner's Social Security Number: 057-30-0937

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ("Partnership") hereby confirms its, his or her participation in the Partnership, and accepts the terms of the Partnership Agreement dated June 1, 1988 which vas attached to this signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.

2. IT IS YOOR RESPONSIBILITY TO KEEP TEE PARTNERSHIP NOTIFIED O? N M E AID ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR DILUTION OF YOUR INTEREST.

   Any changes in any of the following information should be immediately reported to the Executive Committee at the following address indicated in your copy of the Partnership Agreement.

Signature: _____ Date: 6/1/88

Full Name of Partner: John P. Delphin

Mailing Address of Partner: 3897 Sylvan Dr.
York, PA 17402

Telephone Numbers of Partner:

Daytime: (717) 757-2935

Evening: (717) 757-2935

Partner's Social Security Number: 159-46-4593

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

The undersigned Partner in the DMTV Cellular Partnership ('Partnership') hereby confirms ita, his or her participation in the Partnership, and accepts the terne of the Partnerrhip Agreement dated June 1, 1988 which was attached to thia signature page.

NOTES TO PARTNER:

1. You must complete all information requested below.

2. **IT IS YOUR RESPONSIBILITY TO KEEP TEE PARTNERSHIP NOTIFIED OF NAME M D ADDRESS CHANGES. FAILURE TO DO SO COULD RESULT IN LOSS OR** DILOTION OF YOOR INTEREST.

   Any changen in any of the following information should be immediately reported to the Executive Committee at the folloving address indicated in your copy of the Partnership Agreement.

Signature: Agnes Traynor **Date:** 6/15/88

Full Name of Partners Agnes Traynor

Mailing **Address** of Partner: 217 Prospect Drive
Wilmington, Delaware 19803

Telephone Numbers of Partner:

Daytime: (302) 478-0699

Evening: (302) 478-0699

Partner's Social Security Number: 222-07-2568 ~~[illegible]~~

Riders

1. Under no circumstances does this partner agree to be bound by a recourse financing agreement if an RFA is awarded.
2. Managing partner will make every effort to prevail upon larger partnership to incorporate or form limited partnerships to limit liability.

ATTACHMENT E

DECLARATION

I, Kenneth D. Kline, do hereby declare under penalty of perjury the following:

1. I am a partner in Cellular Dreams Partnership which holds a 4% interest in Alee Cellular Communications.

2. I attempted to transfer one-half of my 20% interest in Cellular Dreams to J. Robert Brubaker. a non-partner, who had agreed to transfer one-half of his interest in DMTV partnership (a 4.620% partner in RSA applicant Centaur Partnership) to me.

3. I understand that Section 6.1 of the Cellular Dreams Partnership Agreement prohibits partners from selling, assigning or transferring their interests in the partnership without the approval of the Executive Committee.

4. I did not seek the approval of, nor did I receive approval from, the Cellular Dreams Executive Committee for the transfer of one-half of my interest in Cellular Dream to Mr. Brubaker. Therefore, I understand the attempted transfer was without effect, and that I retain my full 20% interest in Cellular Dreams. I also understand that since Mr. Brubaker did not receive the requisite Executive Committee approval for the transfer of his DMTV interest to me, he was unable to transfer his interest to me.

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

Executed this 25 day of April, 1990.

Kenneth D. Kline

ATTACHMENT F

DECLARATION

I, J. Robert Brubaker, do hereby declare under penalty of perjury the following:

1. I am a partner in DMTV Cellular Partnership which holds a 4.620% interest in Centaur Partnership.

2. I attempted to transfer one-half of my 20% interest in DMTV to Kenneth D. Kline. a non-partner. who had agreed to transfer one-half of his 20% interest in Cellular Dreams Partnership (a 4.0% partner in RSA applicant Alee Cellular Communications) to me.

3. I understand that Section 6.1 of the DMTV Partnership Agreement prohibits partners from selling, assigning or transferring their interests in the partnership without the approval of the Executive Committee.

4. I did not seek the approval of, nor did I receive approval from, the DMTV Executive Committee for the transfer of one-half of my interest in DMTV to Mr. Kline. Therefore, I understand the attempted transfer vas vithout effect, and that I retained my full 20% interest in DMTV. I also understand that since Mr. Kline did not receive the requisite Executive Committee approval for the transfer of his interest to me. he retains that interest.

5. After entering my agreement with Mr. Kline, but prior. to the lottery for RSA No. 613A, I entered an agreement to transfer my interest in DMTV, along with the interest that I thought I had obtained from Mr. Kline, to John Dolphin, another partner in DMTV. I understand that my attempt to transfer what

had been Mr. Kline's interest was without effect since I had never effectively obtained that interest from Mr. Kline.

6. No approval of the Centaur Partnership was sought for the transfer of my interest in DMTV to Mr. Dolphin. We did not consider the transaction a transfer of interest in Centaur (which would have required the unanimous consent of all Centaur partners under paragraph 13 of the Centaur Partnership Agreement) because DMTV remained the partner in Centaur, Mr. Dolphin had been and would continue to be a partner in DMTV, and no new partners were being admitted to DMTV as a result of the transaction.

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

Executed this 25th day of April, 1990.

J. Robert Brubaker

02310

ATTACHMENT G

ATTACHMENT H

RECEIVED

MAY 20 1986

OFFICE OF THE SECRETARY

DECLARATION UNDER PENALTY OF PERJURY
OF WILLIAM ROBERT TURNER

I, WILLIAM ROBERT TURNER, hereby state the following:

I am Managing Partner of CTRW Limited Partnership ("GTRW or Applicant"), formerly GTRW Partnership, the non-wireline winner of the Domestic Public Cellular Telecommunication Service lottery for the Erie, Pennsylvania MSA held On April 21, 1916.

Pursuant to the Federal Communications Commission's Public Lice of April 23, 1986, and the Sections 22.918 and 1.65 of the Commission's Rules, GTRW Partnership makes the following minor, amendments and informational amendments to its Erie, Pennsylvania cellular application (File No. 16233-CD-P-130-A-86):

I. Ownership of Applicant

The identify of all the owners of GTRW, their ownership interests, and their citizenship is reported below. The ownership reflects the terms of the GTRW Limited Partnership Agreement entered into on May 3, 1986. The partnership is composed of the following individuals who hold the following interests, and Exhibit 1 is hereby amended accordingly:

Name and Address	Percentage and Type of Interest	Citizenship	Occupation
William R. Turner 2323 Pipe Band Drive Kingwood, TX 77339	25% General Partner	U.S.	Oil Business
Jane W. Grant 4700 Riverview Rd., N.W. Atlanta, GA 30327	25% General Partner	U.S.	Housewife
Donal Rude 149 Calvert Court Oakland, CA 94011	12.5% General Partner	U.S.	Construction

Name and Address	Type of Interest	Citizenship	Occupation
Judith Whiteley 12128 Myrtle Court Saratoga, CA 95070	12.5% Limited Partner	U.S.	Housewife
Oscar Martin 2209 Hillado Drive San Jose, CA 95131	12.5% General Partner	U.S.	Meteorologist
Lynn Knight 1725 Taylor Street San Francisco, CA 94133	12,5% General Partner	U.S.	Sales Agent

None of the above-named individuals has previously been involved in the communications business, and this is their first venture directed toward obtaining a Federal Communications Commission radio [illegible]

II) FCC Form 401, Item 11

Item 11 on the FCC Form 401 should be amended to read "Does Not Apply". GTRW is a partnership, not a corporation and therefore Item 11 of the Form 401 is inapplicable to it. In fact, Item 10 and Exhibit I of the application correctly state that GTRW is a partnership formed under the laws of the State of Texas.

The application as filed stated that Judith L. Whiteley and Donal Rude were 25% partners in GTRW, which is incorrect. Their interests are 12.5% each. Ms. Whiteley's Canadian citizenship was not reported. The application omitted reference to the minority non-controlling interests of general partners Oscar Martin and Lynn Knight, who each hold a 12.5% interest in the partnership. The GTRW Limited Partnership Agreement provides that Ms. Whiteley's interest in GTRW is solely that of a limited

CERTIFICATE OF SERVICE

I, Sue W. Bladek, do hereby certify that on the 30th day of April, 1990, I served by hand or by First Class U.S. mail, postage prepaid, a copy of the foregoing letter to Donna Searcy on the following:

David Kaufman, Esq.
Brown, Finn & Nietert Chartered
1920 N Street, N.W.-Suite 660
Washington, D.C. 20036

David L. Hill, Esq.
O'Connor & Hannan
1919 Pennsylvania Ave, N.W.
Suite 800
Washington, D.C. 20006

Alan Y. Naftalin, Esq.
Koteen & Naftalin
1150 Connecticut Avenue, N.W.
Washington. D.C. 20036

William J. Franklin, Esq.
Pepper & Corazzini
1776 K street, N.W. Suite 200
Washington. D.C. 20006

Eliot J. Greenvald, Esq.
Scott R. Flick, Esq.
Fisher, Wayland, Cooper & Leader
1255 23rd Street, NW-Suite 800
Washington, D.C. 20037

Carl W. Northrop, Esq.
Bryan, Cave, McPheeters
& McRoberts
1015 15th Street, N.W,
Washington, D.C. 20005

Donald J. Evans, Esq.
McFadden, Evans & Sill
1220 Nineteenth Street, N.W.
Washington, D.C. 20036

Russell D. Lukas, Esq.
Lukas, McGowan, Nace &
Gutierrez, Chartered
1819 H Street, N.W.
Washington, D.C. 20006

James F. Ireland
Cole, Raywid & Braverman
1919 Pennsylvania Avenue, N.W.
- Suite 200
Washington, D.C. 20006

Gregory J. Vogt
Abraham Lieb
Carmen A. Borkowski
Federal Communications
Commission
1919 M Street, NW - Room 644
Washington, D.C. 20554

John E. Ingle, Esq.
Roberta L. Cook, Eeq.
Office of the General Counsel
Federal Communications Commission
1919 M Street, NW - Room 602
Washington, D.C. 20554

Sue W. Bladek

Sue W. Bladek

ATTACHMENT 2

EXHIBIT 3

§92.3(a)(7) and §22.917(c)
Revised May, 1992

COST OF CONSTRUCTION AND OPERATION; FINANCIAL QUALIFICATIONS

The Applicant is substituting for the Columbia Security and Transfer financial commitment, a new commitment from a new source. A copy of the commitment letter is attached hereto.

The construction and first year operating costs demonstrated in Table 1 to the original Exhibit 3 remain unchanged.

The new commitment provides $835,000 for equipment, related construction costs and operating funds. The Applicant's estimated costs of construction and first year operation total $817,000. Thus, the Applicant has available sufficient funds to meet its estimated first year construction and operating costs and remains financially qualified.

Attachment

2985h

FAIRMOUNT FINANCIAL CORPORATION
3355 West Alabama, Suite 1140
Houston, Texas 77098

May 8, 1992

Ms. Becky Jo Clark
Alee Cellular communications
602-7 College Avenue
Clemson, south carolina 29631

Dear Ms. Clark:

In consideration of a non-refundable payment of Five Thousand Dollars ($5,000) by not later than May 12, 1992, and the mutual promises made harein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Fairmount Financial Corporation (the "Lender"), agrees to provide Alee Cellular Communications ("Customer") w th e firm financial commitment for a maximum amount of $835,000 for use in connection vith the construction and first year operations of a rural cellular system ("System") to be licensed by the Federal Communications Commission ("FCC") in the Texas 21 Rural Service Area.

Lender has reviewed and evaluated Customer's financial condition in accordance with its usual practices and has determined that Customer is credit worthy and the market viable for the amount specified. This commitment is contingent upon Customer receiving an FCC construction permit far tho Texas RSA 21. Customer and Lander agree within nineteen (19) days of the date hereof to execute an equipment purchase or leasing agreement, financing agreement and management agreement, all of such bring acceptable to Lender.

Lender acknowledges that thio commitment is not in any vry guaranteed by any entity other than Customer and that its willingness to enter into this commitment is based solely on ita relationship vith Customer.

Lender will extend the loan contemplated by this commitment under the followlng terms and conditions:

1. Amount: Not to exceed $835,000;

2. Interest Rate: Chase Manhattan Prime rate plus 3%;

3. Term: Seven (7) years with interest only during the first 3 years. For the remaining 4 years of the loan, payments will include interest and principal reduction, based on a 7 year amortization schedule. At the end of

the seven years, a balloon payment equal to the remaining unpaid principal balrner will be due and payable.

Customer further agrees to providm Lender with a continuing security interest with a first priority in all of the tangible and intangible assets including, if not contrary to applicable law and/or ?CC rules, thm FCC license to operate, owned by Customer wherever located, whether now owned or hereafter Acquired and in all proceeds and products thereof. Lender acknowledges and recognizes that my grant by Customer Of the security interest in its FCC license is subject to restrictions imposed by the FCC on the Customer's ability to assign interest in or to transfer oontrol of an FCC license or my other authorizations. In the event of a default, Lender agrees to give a minimum of ten (10) days notification to Customer and the FCC before any such equipment is repossessed undu provisions as agreed to and any financing agreement.

Lender certifies to the FCC that it has sufficient funds available to complete this financing. See copies of attached financial statements. The funds to be provided to Customer under this commitment have not been committed to any other cellular applicant.

This commitment is subject to the receipt by Customer of tho FCC authorization for the non-wireline oallulu system for Texas RSA 21. The issuance of the authorisation by the FCC must be uncontested and not subject to furthu protests unless such conditions are waived by Lender. Any and all legal proceedings, petition., and/or filings by interested parties must be favorably, resolved toward Customer and finalized by the FCC, including but not limited to the specific ultimate disposition of issues surrounding tha Mutual Contingent Risk Sharing Agreement as specified in CC Docket No. 91-142, unless much conditions are waived by under.

The parties acknowledge that it may be necessary to make post-grant changer in the System design to reflect prevailing economic and market change8 and conditions including new antenna sites. The financial commitment provided herein shall apply to any such System redesign, provided that such redesign does not entail my increase in Lender's financial commitment. It is agreed that tho initial system shall not exceed the size determined to be sufficient Lor the market based upon reasonable and prudent industry standards.

This commitment expires twelve (12) months from the date hereof or upon the FCC's dismissal of Customer's application for Texas RSA 21 by final order, whichever occurs first.

Very truly yours,

H.B. Bovay, Jr.
President

AGREED TO AND ACCEPTED BY CUSTOMER
THIS 8 DAY OF MAY, 1992.

By: Becky J. Clark
Partner

The above-named party represents and warrants to Lender that he or she has the requisite authority to sign on behalf of Customer and bind Customer to the terms hereof.

MID-SOUTH TELECOMMUNICATIONS, INC.
3355 West Alabama, Suite 1140
Houston, Texas 77098

May 8, 1992

Fairmount Financial Corporation
3355 West Alabama, Suite 1140
Houston, Texas 77098

Gentlemen:

We, Mid-South Telecommunications, Inc. ("MST"), hereby confirm that MST will provide funding to you, Fairmount Financial Corporation ("FFC") in the form of suitable financial arrangements up to an amount of $835,000 (Eight hundred thirty-five thousand dollars) for FFC to issue a financing commitment letter to Alee Cellular Communications ("Alee") in connection with Alee's application to the Federal Communications Commission ("FCC") for a construction permit for the Texas 21 - Chambers Rural Service Area, all being subject to the terms of your attached form commitment letter to Alee.

MST acknowledges that FFC will use this letter to prove its financing ability to Alee as well as to the FCC. Attached is MST's most current financial statement.

Very truly yours,

MID-SOUTH TELECOMMUNICATIONS, INC.

H.E. Bovay, Jr.
President

MID-SOUTH TELECOMM., INC.
BALANCE SHEET WITHOUT AUDIT
APRIL 30th, 1992

ASSETS

RRENT ASSETS		
ASH IN BANK	94,773.83	
OTES RECEIVABLE	5,481,039.32	
NTEREST & DIVIDENDS RECEIVABLE	318,905.10	
ARKETABLE SECURITIES	17,873,154.30	
NNUITY RECEIVABLE - UNITRUST	44,625.00	
ARNEST MONEY	25,000.00	
!At CURRENT ASSETS		23,837,497.55
ED ASSETS		
FICE EQUIPMENT	4,608.98	
OMPUTERS	2,787.44	
AL FIXED ASSETS		7,396 .42
ER ASSETS		
VESTMENTS - U.S. COMPUTEL, INC.	116,002.00	
VESTMENTS - BOMIL INC.	2,002.52	
F. NEFIT PENSION TRUST	224,954.82	
S T UNITRUST ANNUITY	5,950,000.00	
AL OTHER ASSETS		6,292,959.34
AL ASSETS		30,137,853.31

MID-SOUTH TELECOMM., INC.
BALANCE SHEET WITHOUT AUDIT
APRIL 30th, 1992

LIABILITIES AND CAPITAL

BILITIES		
RENT LIABILITIES		
LDMAN, SACHS-MARGIN LOAN	4,035,541.86	
M NOTE	1,900,000.00	
MILLER TRUST NOTE	300,000.00	
MILLER TRUST NOTE	300,000.00	
MILLER TRUST NOTE	300,000.00	
AL CURRENT LIABILITIES		6,835,541.86
G TERM LIABILITIES		
E. BOVAY. JR. - NP	500,000.00	
BANK LOAN AGRMT IT6407	2,081,986.00	
BANK LOAN AGRMT #S6725	785,321.83	
AL LONG TERM LIABILITIES		3,367,307.83
ERRED LIABILITIES		
PENSION TRUST - FORMER EMPLOYEE	245.87	
P F I O N TRUST - MS EMPLOYEE	16,991.57	
FE) FED. INCOME TAX	6,059,611.74	
F) LOSS - INFO GROUP	(209,098.41)	
AL DEFERRED LIABILITIES		5,867,750.77
AL LIABILITIES		16,070,600.46
CKHOLDERS EQUITY		
MMON STOCK PAR VALUE	275,000.00	
ID IN CAPITAL	3,293.00	
RECOGNIZED GAIN/LOSS	2,958,723.37	
VIDENDS PAID	(2,224.08)	
TAINED EARNINGS	10,820,101.25	
RRENT EARNINGS	12,359.31	
AL STOCKHOLDERS EQUITY		14,067,252.85
AL LIABILITIES & STOCKHOLDERS EQUITY		30,137,853.31

MID-SOUTH TELECOMM., INC.
SCHEDULE OF: CASH IN BANK
APRIL 30th, 1992

	CURRENT PERIOD	TEAR TO DATE
ESTHEIMER BANK #0014915-01	56,713.62	66,690.45
VER OAKS BANK (1016393	(12.50)	558.26
OUTHWEST BANK TEXAS (9005277	(17.49)	409.27
OUTHWEST BANK (DBPT) #0030600	0.00	27,115.85
	56,683.63	94,773.83

MID-SOUTH TELECOMM., INC.
SCHEDULE OF: NOTES RECEIVABLE
APRIL 30th, 1992

	CURRENT PERIOD	TEAR TO DATE
NTEX BEVERAGE, INC.	0.00	3,600,000.00
CABLE, O.B. (#1)	0.00	734,182.00
CABLE, O.B. (#2)	(53,000.00)	1,146,857.32
	(53,000.00)	5,481,039.32

MID-SOUTH TELECOMM., INC.
SCHEDULE OF: INTEREST & DIVIDENDS RECEIVABLE
APRIL 30th, 1992

t.

	CURRENT PERIOD	YEAR TO DATE
ABLE, O.B. (#1)	0.00	224,448.86
ABLE, O.B. (#2)	0.00	94,456.24
	0.00	318,905.10

MID-SOUTH TELECOMM., INC.
SCHEDULE **OF: MARKETABLE SECURITIES**
APRIL 30th, 1992

	CURRENT PERIOD	YEAR TO DATE
)BANK STOCK INVESTMENT	0.00	191,837.71
)CHESTER TELE SHARES HELD	(172,995.00)	14,235,996.70
)CHESTER TELE U/R GAIN	(973,879.14)	3,010,809 .18
ſC CLOSING COSTS - INVSTMNT	0.00	434,510.71
	(1,146,874.14)	17,873,154.30

ATTACHMENT 3

DO NOT REMOVE CARBONS

Form Approved OMB No. 2120-0001

U.S. Department of Transportation
Federal Aviation Administration

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

Aeronautical Study Number

1. Nature of Proposal

A. ☒ New Construction ☐ Alteration

B. Class: ☒ Permanent ☐ Temporary (Duration _____ months)

C. Work Schedule Dates: Beginning To Be End Determined

2. Complete Description of Structure

A. Include effective radiated power and assigned frequency of all existing, proposed or modified AM, FM, or TV broadcast stations utilizing this structure.

B. Include size and configuration of power transmission lines and their supporting towers in the vicinity of FAA facilities and public airports.

C. Include information showing site orientation, dimensions and construction materials of the proposed structure.

A. 100 Watts E.R.P.
870 MHZ Cellular Band

B. NONE

C. 98' Self Supported Tower
with 3 Cellular Antennae

(If more space is required, continue on a separate sheet.)

3A. Name and address of individual, company, corporation, etc. proposing the construction or alteration. (Number, Street, City, State and Zip Code)

(201) 276-0745
area code Telephone Number

Alec Cellular Communications
106 Cranford Ave.
Cranford, NJ. 07016

3B. Name, address and telephone number of applicant's representative if different from 3 above.

Cellular Engineering, Inc.
P.O. Box 2558
Placerville, CA 95667 (916) 642-8809

4. Location of Structure

A. Coordinates (To nearest second)	B. Nearest City or Town, and State	C. Name of nearest airport, heliport, flightpark or seaplane base	
Latitude 29° 48' 18"	(1) Distance to 4B: 5.5 Miles	(1) Distance from structure to nearest point of nearest runway: 11 Miles.	
Longitude 94° 28' 42"	(2) Direction to 4B: N. N.E.	(2) Direction from structure to airport: West, S.W.	

5. Height and Elevation (Compute to the nearest foot)

A. Elevation of site above mean sea level	27'
B. Height of structure including all appurtenances and lighting (if any) above ground, or water if to be situated	98'
C. Overall height above mean sea level (A + B)	125'

6. Description of location with respect to highways, streets, airports, prominent terrain features, existing structures, etc. Attach a U.S. Geological Survey quadrangle map or sketch showing the relationship of construction site to nearest airport(s). (If more space is required, continue on a separate sheet of paper and attach to this notice.)

One Mile North of HWY-65 off FM-1410; Chambers County, Texas

Notice is required by Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) pursuant to Section 1101 of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1101). Persons who knowingly and willingly violate the Notice requirements of Part 77 are subject to a fine (criminal penalty) of not more than $500 for the first offense and not more than $2,000 for subsequent offenses, pursuant to Section 902(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1472(a)).

I HEREBY CERTIFY that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to obstruction mark and/or light the structure in accordance with established marking & lighting standards if necessary.

Date	Typed Name/Title of Person Filing Notice	Signature
04/13/92	Jamal Fakory, Engineer	

FAA Form 7460-1 (6-80)

DO NOT REMOVE CARBONS