APPENDIX A
CELLULAR DREAM PARTNERSHIP

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

Francis T. Maloney Real Estate Sales Manager 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
Setauket, New York 11733
516-751-4713 (H)
516-673-2070 (W)

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

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 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: [redacted] Kandace J. Dolphin Date: [redacted] 6/2/88

Full Name of Partner: Kandace J. Dolphin

Mailing Address of Partner: 3897 Sylvan Drive
York, PA 17402

Telephone Numbers of Partner:

Daytime: (717) 757-2935

Evening: (717) 757-2935

Partner's Social Security Number: [redacted] 160-46-9730 ?

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: _____ Date: 6-15-88

Full Name of Partner: KENNETH D. KLINE

Mailing Address of Partner: R.D. #2 Box [illegible]

SPRING GROVE, PA 17362

Telephone Numbers of Partner:

Daytime: (717) 225-1798

Evening: (717) 235-5913

Partner's Social Security Number: [illegible]

CELLULAR DREAM PARTNERSHIP

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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) 751-4713

Evening: (516) 751-4713

Partner's Social Security Number: X051-48-0241

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: Francis T Maloney Date: 6-4-88

Full Name of Partner: Francis T. Maloney

Mailing 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

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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: [redacted] James Traynor Date: [redacted] 6/15/88

Full Name of Partner: James E. 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: [redacted] 222-42-9431

1. under no circumstances 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 partnership 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").

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 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 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 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 shall 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 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'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 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 proceeds of any capital contributions or financings, 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 all 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 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 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 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 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 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 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 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 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 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, 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 FCC 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 claims, 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 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 (66.67%) 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 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 obligations 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 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 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 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 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 provisions of this Partnership Agreement.

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

APPENDIX A
DMTV CELLULAR PARTNERSHIP

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	20%
Agnes R. Traynor 217 Prospect Drive Wilmington, Delaware 19803 302-478-0699	20%
Julio A. Vega 26 Old Field Road Setauket, New York 11733 516-751-4713	20%
J. Robert Brubaker 725 Mt. Herman Blvd. York, Pennsylvania 17402 717-755-0430	20%

DMTV CELLULAR PARTNERSHIP

Partnership Signature Page

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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: J Robert Brubaker Date: 6-15-88

Full Name of Partner: J ROBERT BRUBAKER

Mailing Address of Partner: 7125 MT HERMON Blvd
YORK, PA 17402

Telephone Numbers of Partner:

Daytime: (717) 755-0420

Evening: (") " " 845-6022

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

DMTV CELLULAR PARTNERSHIP

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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: [redacted] Julio A. Vega Date: [redacted] 6/4/88

Full Name of Partner: Julio A. Vega

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

Telephone Numbers of Partner:

Daytime: (516) 751-4713

Evening: (516) 751-4713

Partner's Social Security Number: [redacted] 057-30-0937

DMTV CELLULAR 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: _____ 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 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: [redacted] Agnes Traynor Date: [redacted] 6/15/88

Full Name of Partner: 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: [redacted] ~~222-07-2567~~ 222-07-2568

Riders

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

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Signature: Carmen V. Maloney Date: 6/7/88

Full Name of Partner: Carmen V. Maloney

Mailing 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: 079-54-9778