CTCNet

Exhibit 3-F

Providence, RI

CTCNet Reply to Opposition
Exhibit 3-F
Nextel Sprint Lease Summary Detail: Case Studies

NEXTEL MAJOR MARKET AREAS	Channels	Call Sign	Licensee Name	Nextel Licensed?	Nextel Leased?	Lease Expiration	Exclusive Negs.?	ROFR?	ROFR Length
PROVIDENCE, RI	BTA RANK: 36	BTA NUMBER: 364							
Providence, RI	MDS1	KNV65	Nextel Spectrum Acquisition Corp.	Yes	No				
Providence, RI	MDS2	OPEN TO BTA??							
Providence, RI	A1,A2,A3,A4	WNC521	N. American Catholic Ed'L Prog Found Inc.	No	Yes	1/27/2005	Uncertain	Yes	30 Months
Providence, RI	B1,B2,B3,B4	WLX690	HITN						
Providence, RI	C1,C2,C3,C4	WND547	Johnson & Wales University	No	Yes	Lease term has not yet commenced	Yes	Yes	There is a ROFR. Not specific to a time.
Providence, RI	D1,D2,D3,D4	WHR971	Brown Univ In Prov. St/RI and Prov.	No	Yes	9/15/2005	Yes	yes	2 Yrs.
Providence, RI	E1,E2,E3,E4	WLW859	Nextel Spectrum Acquisition Corp.	Yes	No				
Providence, RI	F1,F2,F3,F4	WLK212	Champion Industries, Inc. (Assignment to Nextel Requested)	Yes	No				
Providence, RI	G1,G2,G3,G4	WND425	University of Massachusetts, Dartmouth	No	Yes	Lease term has not yet commenced	Yes	Yes	3 Yrs.
Providence, RI	H1	WNTI210	Lynn Twedt	No	Uncertain	Uncertain	No	No ROFR	
Providence, RI	H2	KNSC552	Nextel Spectrum Acquisition Corp.	Yes	No				
Providence, RI	H3	WNTI314	Nextel Spectrum Acquisition Corp.	Yes	No				

<u>Providence, RI</u>

MDS 1

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KNV65

Licensed to Nextel

<u>Providence, RI</u>

A Group

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WNC521

Assumed in WorldCom Bankruptcy, No Lease Available

Providence, RI

C Group

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WND547

WND597

Exhibit 3

ITFS LEASE AGREEMENT

This Agreement, entered into on the 5 day of MAY, 1995 Atlantic Microsystems Inc., a Delaware corporation, having its principal place of business at Twelve Corporate Woods Boulevard, Suite 102, Albany, New York 12211 ("Lessee"), and by Johnson & Wales University, located at 8 Abbot Park Place, Providence, RI 02903 ("Lessor"), (sometimes referred to collectively as "the parties").

WHEREAS, the Federal Communications Commission ("FCC"), has authorized applicants and licensees for Instructional Television Fixed Services ("ITFS") channels to enter into lease agreements for the use of excess capacity on their ITFS systems with non-ITFS users; and

WHEREAS, Lessor is the Applicant for ITFS channel(s) C1-C4 in the Providence metropolitan area ("Market" or "Metropolitan Area"); and

WHEREAS, Lessor has determined that excess capacity will exist after the fulfillment of its ITFS programming requirements; and

WHEREAS, Lessee is in the business of distributing television programming via microwave transmission utilizing ITFS and Multi-Channel Multi-Point Distribution Service ("MMDS") channel(s) and is desirous of leasing excess ITFS capacity on Lessor's channel(s); and

WHEREAS, Lessee is a corporation in good standing in the State of Connecticut and will be domesticated and duly authorized to conduct business in the State of Rhode Island; and

WHEREAS, Lessee and Lessor believe that the combination of educational programming and entertainment programming will be mutually advantageous and provide a significant benefit to the general public.

NOW THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

1. Term.

(a). Initial Term. The term of this Agreement shall commence upon the date of its execution and shall extend for a period of ten (10) years from the completion of construction of Lessor's ITFS facilities, as modified pursuant to Paragraph 5 hereto, (hereinafter the "Initial Term"), unless the Agreement is terminated as provided by Paragraph 9 below or voluntarily terminated by written consent of both parties.

Start Date
Start Date Re
Construction

Initi

(b). Renewals. Thereafter, if Lessor's license is renewed, absent written notification by either party not less than one hundred eighty (180) days before this Agreement expires, this Agreement shall be extended on the same terms and conditions for an additional ten (10) year term. If Lessor gives timely written notification of its desire not to automatically extend this Agreement, the parties shall negotiate an additional ten (10) year term. During the Initial Term, unless Lessee provides Lessor with written consent to do so or unless Lessee has been adjudged to be in bankruptcy and/or is no longer a going concern, Lessor shall not negotiate or enter into a lease agreement for channel capacity on the ITFS channels with any individual or entity other then Lessee, nor shall it use the channels itself for commercial purposes. If the parties are unable to reach an agreement to renew this lease by the expiration of the Initial Term, Lessee shall have a right of first refusal to match any offeror which

contemplates the lease of excess capacity on Lessor's channels. Pursuant to the terms of the right of first refusal, Lessor shall notify Lessee in writing within thirty (30) days of Lessor's receipt of a bona fide offer to lease excess capacity and of the terms of such offer. Following Lessee's receipt of such written notification, Lessee shall have twenty (20) days to notify Lessor of its intentions to either match or not match said offer. If Lessee indicates it does not intend to match said offer, or fails to respond, Lessor shall have forty-five (45) days to enter into an agreement with the third party offeror on the same terms and conditions as were offered to Lessee. If Lessor fails to enter into a binding agreement with the third party offeror on the same terms and conditions as were offered to Lessee within said forty-five (45) day period, Lessee's right of first refusal shall be reinstated. Should Lessor enter into such binding agreement in a timely manner with the third party offeror, Lessee's right of first refusal shall be extinguished; provided, however, that should Lessor subsequently terminate the agreement with the third party offeror within twenty-four (24) months of entering into the agreement, Lessee's right of first refusal shall be reinstated.

(c). It is understood by both parties that any Additional Renewals are conditioned on Lessor receiving any necessary renewals of Lessor's ITFS License from the FCC. Lessor shall file, at Lessee's expense after obtaining Lessee's prior consent, such consent not to be unreasonably withheld, all necessary and appropriate applications with the FCC and, as required by law, with any and all other local, state, and federal

governmental agencies to obtain, and maintain and renew its ITFS license and any associated authorizations.

2. Lease of Excess Capacity.

(a). Lessor agrees to lease to Lessee the "excess" capacity available on all four (4) of its main carrier ITFS channels for the term of this Agreement. This lease of excess capacity includes lease of ITFS channel subcarriers, talk-back frequencies, second audio channel and vertical blanking intervals ("VBIs"). The remaining time available over and above the time utilized for Lessor's educational programming shall be considered "excess capacity," as that term is defined by the rules and regulations of the FCC, and available to Lessee for entertainment programming (hereinafter referred to as "Lessee Time"). Lessor Time shall include a minimum of twenty (20) hours per week per channel. Not less than three (3) months prior to the initiation of program service on the facility as modified pursuant to Paragraph 5, Lessor shall notify Lessee in writing of the specific air time hours for the forthcoming six (6) months it intends to utilize on each of its channels. Thereafter, Lessor shall provide notice at least six (6) months in advance of any changes in the specific air time it intends to utilize.

(b). To the extent permitted by the FCC, and so long as it does not result in the disruption of Lessor's programming, Lessor and Lessee hereby agree to employ "channel mapping" and/or "channel loading," as those terms

are commonly employed in the industry, in the dissemination of Lessor's programming over the subject channels.

3. Lessor Use of Excess Capacity.

(a). Lessor shall be allowed to ~~increase its~~ RECAPTURE AN ADDITIONAL TWENTY ONE (21) HOURS PER CHANNEL PER WEEK FOR programming time beyond the initial twenty hours WITHOUT PENALTY by submitting a written request and new programming schedule to Lessee at least six (6) months in advance. However, once the Lessor exceeds an average of ~~forty (40)~~ FORTY ONE (41) hours of programming per week per channel, Lessee may determine that the increased programming results in little remaining value on the channel and subsequently terminate this lease. Such termination, however, will not be enacted without providing Lessor twelve (12) months written notice in which to make alternate arrangements for the provision of Lessor's services.

(b). Increase in Lessor Schedule. It is understood that Lessor may only request air time over and above ~~forty (40)~~ FORTY ONE (41) hours per week per channel for the provision of qualified ITFS programming provided by and for Lessor's use, as such programming is defined by the rules and regulations of the FCC.

4. Assignment of License.

(a). Lessee acknowledges and understands that Lessor may conclude at some point that for reasons deemed sufficient to Lessor the Lessor may feel compelled to discontinue ITFS operation. In such event, upon written

notification by the Lessor to the Lessee that it no longer wishes to remain a licensee, the parties agree to cooperate in identifying, selecting and, as necessary, assisting in preparing requests for licensing of a properly constituted organization which will replace the licensee as both a party in its agreement with Lessee and as an FCC licensee for the ITFS channels contemplated by this Agreement. Lessee agrees that, upon completion of the licensing of a replacement organization by the FCC and the execution of a channel lease agreement between Lessee and the replacement organization, Lessor will have no further obligation to Lessee, will not incur any penalties as a result of this change, and will not be responsible for any of the expenses associated with effecting this transfer. Lessee's consent to agree to a replacement organization shall not be unreasonably withheld.

(b). Should Lessee choose to assign this Agreement to an unrelated third party, Lessee shall first obtain Lessor's written consent, such consent not to be unreasonably withheld, delayed or conditioned. Any contract to assign this Agreement entered into by Lessee shall contain, as a material clause, the obligation on the part of the assignee to adopt and assume all of Lessee's rights and obligations under this Agreement. Lessee may assign this Agreement without Lessor's consent to a subsidiary, affiliate, parent or other entity in which Lessee, or its principals, hold greater than fifty (50) percent of the equity.

5. Transmission Facilities.

(a). Transmission Site. Upon execution of this Agreement, Lessee shall, in consultation with Lessor, decide where to construct Lessor's transmission facilities. Any such location will be selected to insure the adequacy of the transmissions of the Lessor's ITFS programming to Lessor's proposed receive sites as specified in Lessor's ITFS applications with the FCC as well as to maximize Lessee's opportunity to construct and operate a successful wireless cable system in the Metropolitan Area. Lessor shall exercise the right of final approval of the site. Upon FCC approval, Lessee, or its designee shall, within a reasonable period of time, and not later than twelve (12) months after grant by the FCC of a conditional license at the agreed upon transmit location or twelve (12) months after the signing of this lease, whichever occurs later, commence to construct the ITFS channel transmission facilities in accordance with said FCC authorization. Lessee shall complete construction of the facilities by a date not later than eighteen (18) months after grant of a modified construction permit to Lessor, unless reasons beyond the control of Lessee prevent such completion of construction, and provided also that the FCC consents to an extension of the construction period.

Exceptions to Cost & Reason Reason

(b). No later than six (6) months after execution of this Agreement, the parties shall have filed a new application to transmit ITFS programming at the proposed transmit site. If, in the future, the FCC's rules permit an ITFS licensee to operate with a higher power than the rules currently permit, and/or if the Lessee determines, in its discretion, that operation at a

higher power is permissible and desirable, the parties shall cooperate in good faith to seek requisite FCC authorization.

(c). Lessee, or its designee, shall purchase and install such transmitters, transmission line, antennas and receivers as are required to operate the ITFS channels in accordance with the provisions of such authorization(s) as contemplated by Paragraph 5(a) and (b). Lessee shall lease such equipment to Lessor pursuant to Paragraph 7. (Said equipment is hereinafter referred to as the "Leased Equipment"). Lessee, or its designee, shall supervise and be responsible for the installation of the Leased Equipment which may only be removed by Lessee, or its designee, upon a material breach of this Agreement by Lessor, or upon the termination of this Agreement; provided, however, that if such termination occurs due to the expiration of the Initial Term and the parties choose not to renew, pursuant to Paragraph 1(b) hereto, Lessor shall have the right to purchase the Leased Equipment at then current fair market value.

(d). Starting from the date of execution of this Agreement and continuing throughout the term of this Agreement, Lessee shall bear all reasonable costs associated with obtaining any requisite FCC authorizations to modify the ITFS facilities that are mutually agreed to by the parties, including, but not limited to, attorneys' fees, engineering fees and all other reasonable costs associated with obtaining FCC approvals thereof, and continuing throughout the term of this Agreement.

(e). Lessee shall install up to a maximum of fifteen (15) additional receive sites designated and approved in appropriate FCC applications and amendments at its expense with a Standard Installation, as defined below. Any receive sites over and above fifteen (15) receive sites desired by Lessor shall be installed by Lessee at Lessor's request but Lessor shall be required to reimburse Lessee at its cost for the installation. Alternately, Lessor may elect to have the costs of the additional receive sites deducted by Lessee from current and future lease payments lease payments until such costs are fully reimbursed. If as the result of any relocation of the Transmission Site, and the equipment at Lessor's existing receive site(s) must be reoriented, Lessee shall provide that such work be performed at no cost to Lessor and to the reasonable satisfaction of Lessor pursuant to FCC regulation. As used herein for the purposes of this Agreement, the phrase "Standard Installation" shall mean an installation consisting of the placement of the ITFS/MMDS receiving antenna in a manner that meets or exceeds the protection requirements of Lessor's respective receive sites at an elevation (not to exceed thirty (30) feet, including any future receive site, above the base mounting location,) which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of a block down converter and a sufficient amount of transmission line (coaxial cable) to connect the received ITFS programming to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system.

(f). Lessee shall install a microwave link or equivalent transport system (e.g., fiber) to provide transport of Lessor's ITFS programming from Lessor's primary point of origination to the transmit site. Lessee agrees to bear one hundred percent of all necessary and reasonable costs including, but not limited to, technical, legal, equipment and installation expenses, to transport one channel of ITFS programming and fifty percent of the necessary and reasonable costs to transport an additional channel. Lessor agrees that its primary origination site will be within the receive area or Lessor will assume responsibility for transporting it to a location within the receive area.

(g). In the event the Parties hereto decide to relocate Lessor's transmission site after it is operational, Lessee shall bear all necessary and reasonable costs, including, but not limited to, technical, legal, equipment and installation expenses, as well as all necessary and reasonable costs associated with purchasing and installing additional transmitters and additional antennae as may be required for the purpose of transporting Lessor's signals for ITFS purposes from Lessor's origination point to the transmitter site.

(h). Digital Compression Equipment. If and when digital compression becomes technically and economically feasible for deployment in connection with Lessee's wireless cable system in the Metropolitan Area, Lessor agrees to cooperate with Lessee in making whatever modifications to Lessor's facilities which become necessary and appropriate, including the filing of any applications with the FCC. If the

parties hereto decide to install such equipment, Lessee shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, including any costs associated with seeking and obtaining a modification of Lessor's FCC authorization. Lessee shall retain title to the digital equipment and lease the digital equipment to Lessor for a term co-terminus with the Initial Term and any Renewal Terms for per year. The number of digital video channels made available to Lessor following the installation of digital compression equipment shall be double the number of analog video channels used by the Lessor during the immediately preceding twelve (12) month period.

6. Compensation.

(a). Signing Fee. In consideration for Lessor's entering into this Agreement, Lessee shall pay, upon execution of this Agreement, a one-time fee of Dollars ($). This fee shall be returned to Lessee in the event Lessor voluntarily terminates or materially breaches this Agreement.

(b). Subscriber Fees. Upon the initiation of wireless cable program transmission to subscribers, (hereinafter the "Start Date"), Lessee shall pay to Lessor in consideration of the air time leased hereunder and the faithful performance by Lessor of its additional obligations hereunder, a fee (hereinafter the "Subscriber Fee") equal to the average number of wireless cable subscribers subscribing to the ITFS Channels for the

month in question multiplied by per Full-Time ITFS Channel licensed to Lessor and made available to Lessee hereunder for its wireless cable pay television service. A Full-Time Channel is defined as a channel in which the Lessor is using for on average fewer than 41 hours of programming per week. Channels which the Lessor is using on average more than 40 hours per week but less than 61 hours per week are Part-Time Channels. For Part-Time Channels made available to Lessee, Lessee shall pay Lessor a rate per subscriber of one-half the rate for Full-Time Channels. Lessee and Lessor will meet to determine the rate that should be applied to any excess capacity on a channel that is used on average more than 60 hours per week. The subscriber fee payments shall be made on the tenth (10th) day following the month in question.

(c). Minimum Subscriber Fees. Regardless of the actual number of wireless subscribers in any month, Lessee will be obligated to pay Lessor a minimum Subscriber Fee of per month per Full-Time channel made available to Lessee, commencing eighteen months (18) from the date of grant of Lessor's license by the FCC, or within thirty days (30) of commencement of Lessee's wireless cable service in the Metropolitan Area using Lessor's channels,

(d). Computation of Average Subscribers. The average number of wireless cable subscribers for any month for purposes of Paragraph 6(b) and (c) shall equal the number of wireless cable subscribers as the last day of the prior month plus the number of wireless cable subscribers as the last

day of the current month divided by two. (For purposes of the first payment due under this contract, the first month's number of wireless cable subscribers shall form the basis for the computation.) In those situations where wireless cable programming is sold in bulk (that is, where a number of viewing units are grouped for billing purposes -- such as in the case of hotels and condominiums), the number of equivalent wireless cable subscribers shall be determined by dividing the total monthly revenue derived from said bulk billing point by Lessee's then prevailing basic service monthly rate for the ITFS Channels to individual wireless cable subscribers in the Metropolitan Area.

(e). Digital Compression. In the event digital compression equipment is installed pursuant to Paragraph 5(h), supra, Lessee shall pay Lessor at a rate of per Full-Time 6 MHz channel made available to Lessee.

(f). Required Certificate and Payment Date. Lessee shall, within fifteen (15) days of the end of each month, provide Lessor with a certificate signed by an executive officer or authorized nominee or agent of Lessee showing the average number of subscribers served during said month and any other directly related information reasonably requested by Lessor. Lessee shall not be liable for any mistake of fact or error of judgment or for any act or omission of any kind made with respect to said certificate unless caused by its willful misconduct or gross neglect.

(g). Proration of Fees. In the event (i) the Start Date established by Paragraph 6(b) hereof shall be a date other than the first day of a calendar month, or (ii) this Agreement shall be terminated on a date other than the last day of a calendar month and it is determined that such termination shall have occurred in a manner not affecting Lessor's right to payment hereunder, then the Subscriber Fee for that month provided in Paragraph 6(b) or 6(c) hereof shall be proportionately reduced.

7. ITFS Channel Equipment Lease.

Lessee shall lease to Lessor, and only to Lessor, all equipment purchased and installed by Lessee pursuant to Paragraph 5 of this Agreement for the duration of this Agreement. The terms of the lease agreement and, where applicable, the obligations with respect to the transmitters, shall be in accordance with the following terms and conditions:

(a). Rent. Lessor shall pay to Lessee the total amount of One Dollar ($1.00) per year for any use of the Leased Equipment, it being understood that Lessor's making available air time to Lessee is full consideration for Lessor's lease for equipment to Lessee.

(b). Taxes. Lessee shall be required to pay all taxes and other reasonable charges assessed against the Leased Equipment, without cost to or reimbursement by Lessor.

(c). Maintenance and Operating Costs. Lessee shall be required to bear all reasonable costs associated with maintaining and operating the Leased Equipment and the transmitters.

(d). Risk of Loss. Lessor shall have no responsibility for the loss or damage of the Leased Equipment, provided, however, that Lessor shall be liable for loss or damage caused by any intentional or negligent act or omission of Lessor, its agents, affiliates, representatives or invitees which is directly responsible for such loss or damage. In the event Lessor is liable for loss or damage to any of the Lessee's Equipment, Lessee shall deduct from its payments to Lessor an amount equivalent to its costs for the time and material required to restore the equipment to its previous condition or to replace the equipment at then current prices. Absent a negligent act or omission by Lessor, its agents, affiliates, representatives or invitees, Lessee shall be responsible for loss or damage to the Leased Equipment. Lessee will maintain appropriate insurance on the Leased Equipment and will supply a certificate to Lessor evidencing its insurance.

(e). Term. The term of the equipment lease shall run contemporaneously with this Agreement, including renewals, if any.

8. Control Over Programming.

Lessee intends that only programming of a sort which would not serve to place Lessor's reputation in the community in jeopardy will be transmitted by Lessee on the leased channels. At the present time, it is believed that this programming will be supplied by one or more programming networks,

such as The Discovery Channel, A&E, Home Box Office, Showtime, ESPN, WTBS, WGN, Cable News Network, etc. The parties understand that under the rules of the FCC, Lessor has final control of programming on its licensed channels, and recognize the difficulties inherent in specifying exact standards in this Paragraph, but believe that good faith efforts on both sides can overcome whatever difference may arise.

9. Termination.

(a). This Agreement may be terminated by Lessee upon thirty (30) days written notice to Lessor in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement. Should such termination occur, each party shall be entitled to retain all equipment and materials purchased or furnished by such party. There shall be a final accounting of moneys due under this Agreement and when completed, there shall be no further liability of one party to the other.

(b). (b) Should either party be in material breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the non-defaulting party.

10. Agreement to Defend.

Lessee agrees to hold harmless and defend Lessor against any suits, claims, judgments or damages which result from programming, advertising, construction, or any other activity attributable to Lessee, its agents, employees, subsidiaries or delegates associated with the use of Lessor's channels and/or the Transmission Facilities contemplated by this Agreement.

11. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reasons of fire, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements imposed by government, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of delinquency of any such contingency which shall interfere with such performance.

12. Specific Performance.

The parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual and extraordinary character, which gives them a particular value, the loss

of which cannot be adequately or reasonably compensated for in damages in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services and undertakings required hereunder including the obtaining of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

13. Notice.

Any notice to be given by Lessor to Lessee under any provision of this Agreement shall be sent by certified mail to Timothy J. Santora at the address so noted at the beginning of the Agreement, with a copy to Gerald Stevens-Kittner, Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006, and by Lessee to Lessor by certified mail to Frank Conforti at the address so noted at the beginning of the Agreement.

14. Severability.

Should any court or agency determine that any provision of this Agreement is invalid, the remainder of this Agreement shall stay in effect and the parties agree to use their best efforts to negotiate a replacement article which is not invalid.

15. Venue and Interpretation.

Venue for any cause of action by or between Lessor and Lessee shall be Washington D.C., and all provisions of this Agreement shall be construed under the laws of Washington D.C.

16. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written agreement signed by both parties. Neither Lessor nor Lessee may assign or transfer its rights or obligations under this Agreement, except as specifically allowed in this Agreement, without prior written consent of the other, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 5th day of May, 1995.

WITNESS:

Atlantic Microsystems, Inc.

By:

Title: EVP

WITNESS:

Johnson & Wales University

By:

Title: Senior Vice President & Treasurer

Providence, RI

D Group

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WHR971

(WHR-971)

ITFS LEASE AGREEMENT

Executed

This Agreement, entered into on the 15th day of September, 1995 by and between Atlantic Microsystems Inc., a Delaware corporation, having its principal place of business at Twelve Corporate Woods Boulevard, Suite 102, Albany, New York 12211 ("Lessee"), and Brown University in the State of Rhode Island and Providence Plantations, located 1 Prospect Street, Providence, RI 02912-1885 ("Lessor"), (sometimes referred to collectively as "the Parties").

WHEREAS, the Federal Communications Commission ("FCC"), has authorized applicants and licensees for Instructional Television Fixed Services ("ITFS") channels to enter into lease agreements for the use of excess capacity on their ITFS systems with non-ITFS users; and

WHEREAS, Lessor holds a license issued by the Federal Communications Commission "FCC") to operate a station in the Instructional Television Fixed Service ("ITFS")on ITFS channel(s) D1-4 in the Providence metropolitan area, call sign WHR-971; and

WHEREAS, Lessor has determined that excess capacity will exist after the fulfillment of its ITFS programming requirements; and

WHEREAS, Lessee is in the business of distributing television programming via microwave transmission utilizing ITFS and Multichannel Multipoint Distribution Service ("MMDS") channel(s), and is desirous of leasing excess ITFS capacity on Lessor's channel(s); and

WHEREAS, Lessee is a corporation in good standing in the State of Connecticut and will be domesticated and duly authorized to conduct business in the State of Rhode Island; and

WHEREAS, Lessee and Lessor believe that the combination of educational programming and entertainment programming will be mutually advantageous and provide a significant benefit to the general public.

NOW THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

Start Date =

1.1. Term.

Term -

(a) Initial Term. The term of this Agreement shall commence upon the date of its execution and shall extend for a period of ten (10) years from the date hereof (hereinafter the "Initial Term"), unless the Agreement is terminated as provided by Paragraph 8 below or voluntarily terminated by written consent of both Parties.

ROFR -

(b) Renewals. Thereafter, if Lessor's FCC license has been renewed, this Agreement may be extended for an additional term of up to ten (10) years under the following procedure. Not less than one year prior to the expiration of the Initial Term, Lessee must give written notice to Lessor of its desire to renew and the terms and conditions offered by Lessee. Upon the giving of such notice, the Parties shall negotiate in good faith terms and conditions for a renewal or extension. If the Parties are unable to reach an agreement to renew or extend this Agreement by six (6) months prior to the expiration of the Initial Term, Lessee shall, for a period of two (2) years from the termination of this Agreement, have a right of first refusal

to match any offer which contemplates the lease of excess capacity on Lessor's ITFS channels, pursuant to the following terms: Lessor shall notify Lessee in writing within thirty (30) days of Lessor's receipt of a bona fide offer to lease excess capacity and of the terms of such offer. Following Lessee's receipt of such written notification, Lessee shall have twenty (20) days to notify Lessor of its intention to either match or not match all of the material terms and conditions of said offer. If Lessee elects to match the offer, it shall enter into a new lease agreement with Lessor within thirty (30) days of giving notice of intent to match. If Lessee indicates it does not intend to match said offer, or fails to respond, Lessor's right of first refusal with respect to that offer shall end. If Lessor fails to enter into a binding agreement with the third party offeror as provided herein within said forty five (45) day period, Lessee's right of first refusal shall be reinstated. Should Lessor enter into such binding agreement in a timely manner with the third party offeror, Lessee's right of first refusal shall be extinguished; provided, however, that should Lessor subsequently terminate the agreement with the third party offeror prior to two (2) years after the end of the initial term , Lessee's right of first refusal shall be reinstated until one (1) year after termination with the third party.

(c) Exclusivity and Non-Competition. So long as this Agreement is in effect, unless Lessee provides Lessor with written consent to do so or unless Lessee has been adjudged to be in bankruptcy and/or is no longer a going concern, Lessor shall not enter into a lease agreement for channel capacity on the ITFS channels with any individual or entity other than Lessee, nor shall it use any of its ITFS channels itself to distribute programming services other than instructional or educational material which are directly competitive with those of Lessee in the sense of being intended for reception by the general public on a commercial basis.

(d) Special Condition. It is understood by both Parties that any right of Lessee to extend or renew this Agreement or to match a third-party offer is conditioned on Lessor receiving any necessary renewals of Lessor's ITFS license from the FCC. Lessor shall file, at Lessee's expense and after affording Lessee a reasonable opportunity to examine and comment on the contents thereof, all necessary and appropriate applications with the FCC and, as required by law, with any and all other local, state, and federal governmental agencies to obtain, and maintain and renew its ITFS license and any associated governmental authorizations.

2. Lease of Excess Capacity.

(a) Excess Capacity for Lessee. Lessor agrees to lease to Lessee all of the "excess" capacity available on its ITFS channels for the term of this Agreement. This excess capacity includes all of the bandwidth (and all of the capacity of that bandwidth, including both main channel and ancillary signal capacity) of three ITFS channels licensed by the FCC (a total of 18 MHz), plus any talk-back frequencies associated with the three ITFS channels. This capacity leased to Lessee shall be considered "excess capacity," as that term is defined by the rules and regulations of the FCC, and shall be available to Lessee 24 hours a day every day of the year for Lessee's subscriber-based services(hereinafter referred to as "Lessee Time").

(b) Lessor's Reserved Capacity. The remaining capacity of Lessor's ITFS system, comprised of all of the bandwidth and signal capacity of one ITFS channel (6 MHz), including any associated talk-back frequency, shall remain available 24 hours a day on every day of the year for Lessor's exclusive use for non-commercial educational programming ("Lessor's Time"). This Agreement is predicated on Lessee's decision that digital compression technology will be deployed on one 6 Mhz channel for Lessors ITFS programming, in connection with Lessee's wireless cable system of which Lessor's ITFS channels will be a part (the "System") in the Metropolitan Area. Lessor agrees to cooperate with Lessee in making whatever modifications to Lessor's facilities deemed necessary and appropriate, including the filing of any applications with the FCC. Following the installation of digital compression equipment, the Lessee shall make available to Lessor, for Lessor's exclusive use, transmission capacity for four (4) full-time digital channels, it being understood that all of said four (4) digital channels will be loaded on one 6 Mhz channel, with video and audio quality at least as good as the quality of Lessee's own programming intended to be received by subscribers with the quality of analog NTSC television or Lessee's lowest quality channel, whichever is the better quality. If Lessor has access to fewer than four full-time digital television channels, it shall have the right to terminate this lease on sixty (60) days notice to Lessee, without any further obligation to Lessee.

(c) Future Increased Compression. If Lessee in the future utilizes equipment capable of providing more than four programming channels in a 6 MHz channel, then if Lessee installs such equipment on any of the "D" group ITFS channels leased from Lessor, it shall offer to Lessor, and at Lessor's request shall upgrade at Lessee's sole cost and expense, similar transmission equipment and reception equipment at up to 200 receive locations for Lessor's use on Lessors one 6 MHz channel, which Lessor shall then be entitled to use to transmit Lessor's programming without any increase in equipment lease cost or the imposition of any other new or increased charges on Lessor under this Agreement. Likewise, the installation and use of such equipment shall not increase the Subscriber Fee or Signing Fee due to Lessor under Paragraphs 5(a) and (b) of this Agreement.

(d) Additional Capacity for Lessor. In addition to the provision for Lessee's installation of additional compression equipment in Paragraph 2(c) hereof, if Lessor requires more channel capacity than the capacity made available under Paragraph 2(b), Lessor shall have a first priority right to lease channel capacity on Lessee's wireless cable system that Lessor is willing to lease according to the same terms and conditions offered to a third party, excluding NYNEX or its affiliates, in the area served by the System.

3. Assignment of License.

(a) Lessee acknowledges and understands that Lessor may conclude at some point that for reasons deemed sufficient to Lessor the Lessor may feel compelled to discontinue ITFS operation. In such event, upon written notification by the Lessor to the Lessee that it no longer wishes to remain a licensee, the Parties agree to cooperate in identifying, selecting and, as necessary, assisting in preparing requests for licensing of a properly constituted organization which will replace the licensee as both a party in its agreement with Lessee and as an FCC licensee for the ITFS channels contemplated by this Agreement. Lessee agrees that, upon completion of the licensing of a replacement organization by the FCC and the execution of a channel lease agreement between Lessee and the replacement organization, Lessor will have no further obligation to Lessee, will not incur any penalties as a result of this change, and will not be responsible for any of the expenses associated with effecting this transfer. Lessee's consent to agree to a replacement organization shall not be unreasonably withheld. If, five or more years after the date of execution of this Agreement, Lessor has cooperated in good faith with Lessee but no replacement organization has been found after twenty-four (24) months of attempting to find a replacement, then Lessor may terminate this Agreement at such time as it no longer holds the license for the Station and will then have no further obligation to Lessee and will not incur any penalties.

(b) Should Lessee choose to assign this Agreement to an unrelated third party, Lessee shall first obtain Lessor's written consent, such consent not to be unreasonably withheld. Any contract to assign this Agreement entered into by Lessee shall contain, as a material clause, the obligation on the part of the assignee to adopt and assume all of Lessee's rights and obligations under this Agreement.

4. Transmission and Reception Facilities.

(a) Transmission Site. In connection with the implementation of this Agreement, Lessee has requested, and Lessor has agreed, to file to relocate Lessor's primary transmission facilities to the WLNE-TV tower in Tiverton, Rhode Island, and to increase power to 100 watts at Lessee's expense. Provided that Lessee prepares on Lessor's behalf, and timely presents to Lessor, an application to the FCC to modify Lessor's ITFS license to specify operation from the Tiverton tower, Lessee shall, no later than September 14, 1995, cause such application to be filed with the FCC. Upon FCC approval, Lessee, or its designee shall, within a reasonable period of time, and not later than twelve (12) months after grant by the FCC of a conditional license at the agreed upon transmit location or twelve (12) months after the date of this Agreement, whichever occurs later, commence to construct the ITFS channel transmission facilities in accordance with said FCC authorization. Lessee shall complete construction of the facilities by a date not later than eighteen (18) months after grant of a modified conditional license to Lessor, unless reasons beyond the control of Lessee prevent such completion of construction, and provided also that the FCC consents to an extension of the construction period.

(b) Future Facilities Changes. If, in the future, the FCC's rules permit an ITFS licensee to operate with a higher power than the rules currently permit; and/or if the Lessee determines, in its discretion, that operation at a higher power is permissible and desirable; and/or if the Lessee desires to change the location of Lessor's transmission facilities and Lessor agrees to the change, the Parties shall cooperate in good faith to seek any requisite FCC authorization.

(c) Purchase and Installation of Transmission Equipment. Lessee, or its designee, shall purchase and install such transmitters, transmission line, antennas and receivers for the primary transmitter and/or secondary booster stations as are required to operate the ITFS channels in accordance with the provisions of such authorization(s) as contemplated by Paragraph 4(a) and (b). Lessee shall lease such equipment to Lessor pursuant to Paragraph 6. (Said equipment is hereinafter referred to as the "Leased Equipment"). Lessee, or its designee, shall supervise and be responsible for the installation of the Leased Equipment which may only be removed by Lessee, or its designee, upon a material breach of this Agreement by Lessor, or upon the termination of this Agreement; provided, however, that if such termination occurs due to the expiration of the Initial Term and the Parties do not renew or enter into a new or modified lease, pursuant to Paragraph 1(b) hereto, Lessor shall have the right to purchase all or any part of the Leased Equipment at then current fair market value; provided, further, that if this Agreement is terminated and Lessee is in breach, Lessor shall have the right to purchase all or any part of the Leased Equipment at the value at which such equipment is then carried on Lessee's books. Lessee will not interfere with assignment of tower lease to Lessor if Lessee elected not to continue that lease in effect. Lessor agrees that if it assumes such a lease, it will make a reasonable attempt to accommodate (by sublease, joint operating agreement, or otherwise) other holders of ITFS licenses who have entered into channel lease agreements with Lessee and whose signals are being transmitted from the same location(s) as Lessor's signal.

(d) Lessee's Payment of Lessor's Costs. Starting from the date of execution of this Agreement and continuing throughout the term of this Agreement, Lessee shall bear all reasonable costs associated with obtaining any requisite FCC authorizations to modify the ITFS facilities that are mutually agreed to by the Parties, including, but not limited to, attorneys' fees, engineering fees and all other reasonable costs associated with obtaining FCC approvals thereof, and continuing throughout the term of this Agreement and any renewal or extension thereof.

(e) Lessor's Receive Sites. Lessee shall install up to a total of fifty (50) digital receive sites designated and approved (if necessary) in appropriate FCC applications and amendments at its expense with a Standard Installation, as defined below. Lessor may have Lessee install up to one hundred fifty (150) additional receive sites, for which Lessor shall pay Lessee's actual cost of time and materials less the amount Lessor or its subsribers paid for the previous analog receiving system, or what Lessors new subscriber's would have to pay for a current analog receiving system. Any receive site equipment installation over and above two hundred (200) receive sites desired by Lessor shall be installed by Lessee at Lessor's request, but Lessor shall be required to reimburse Lessee for Lessee's actual cost of time and materials for the installation. Alternately, Lessor

may elect to have the costs of the additional receive sites deducted by Lessee from current and future lease payments until such costs are fully reimbursed. At Lessor's request, one of Lessor's receive sites shall be a point at which Lessor's programs may be interconnected with a statewide cable television interconnect system. If as the result of any future relocation of the Transmission Site, the equipment at Lessor's existing receive site(s) must be reoriented, Lessee shall provide that such work at all of Licensee's receive sites be performed at no cost to Lessor or Lessor's subscribers and to the reasonable satisfaction of Lessor in compliance with any applicable FCC regulations. As used herein for the purposes of this Agreement, the phrase "Standard Installation" shall mean an installation consisting of the placement of the ITFS/MMDS receiving antenna in a manner that meets or exceeds the protection requirements of Lessor's respective receive sites at an elevation (not to exceed thirty (30) feet, including at any future receive site, above the base mounting location,) which could normally receive the line of site transmission from the Transmission Site; the coupling thereto of a block down converter and a sufficient amount of transmission line (coaxial cable) to connect the received ITFS programming to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system; and a digital decoder/receiver with an analog NTSC RF output on a locally vacant VHF television channel. The receiver at a Standard Installation shall be individually addressable from the ITFS transmitter site. Lessee shall cause the ITFS system to transmit enabling and disabling commands desired by Lessor for specific programs to receivers of individual subscribers of Lessor at Lessor's request, upon two (2) weeks advance notice, without cost to Lessor, up to nine (9) times per year. Additional individual subscriber enabling and disabling commands will be transmitted by Lessee, but Lessor shall reimburse Lessee's actual costs of such activity, and the Parties will work together in good faith to arrange for bulk address lists and/or other techniques to minimize Lessor's reimbursable costs. In addition to the foregoing, Lessee will enable and/or disable a list of added and deleted subscribers of Lessor one time per month, on a blanket rather than individual program basis, at no charge.

(f) Reception of Lessor's Programs by Lessee's Customers. Lessee agrees that all reception equipment installed for its own wireless cable subscribers shall be capable of receiving frequencies used by Lessor. If Lessors programming is included as a part of Lessee's wireless cable system, Lessee shall not impose a separate charge on its subscribers solely for receiving Lessor's programs. Lessee shall attempt in good faith with Lessor to list Lessor's programs available to Lessee's subscribers in any program or channel guide furnished by Lessee to its subscribers and at a minimum to indicate which channels are "Brown University" channels in any such guide.

(g) Microwave Link. Lessee shall install a microwave link or equivalent transport system (e.g., optical fiber) to provide transport of Lessor's ITFS programming from Lessor's primary point of origination to the transmit site. Lessee agrees to bear one hundred percent of all necessary and reasonable costs including, but not limited to, technical, legal, equipment, non-recurring installation, and recurring periodic expenses and charges, to transport four channels of ITFS programming on a full-time, nonpre-emptible basis. Lessor shall provide its four channels in analog form. Lessee shall furnish equipment for and pay the cost of converting

Lessor's channels to digital form either at Lessor's origination site or the transmit site, at Lessee's election. Lessor agrees that its primary origination site will be within the receive area, or Lessor will assume responsibility for transporting it to a location within the receive area.

(h) Transmit Site Relocation. In the event the Parties hereto decide to relocate Lessor's transmission site after it is operational, Lessee shall bear all necessary and reasonable costs, including, but not limited to, technical, legal, equipment and installation expenses, as well as all necessary and reasonable costs associated with purchasing and installing additional transmitters and additional antennas as may be required for the purpose of transporting Lessor's signals for ITFS purposes from Lessor's origination point to the new transmission site.

(i) Boosters. Lessor agrees that Lessee may desire to install signal boosters for the purpose of extending the coverage area of the signal. If necessary to permit the licensing of boosters, Lessor agrees to work with the Lessee to locate additional receive sites that would be interested in accepting Lessor's programming. At Lessee's request, Lessor shall cooperate with Lessee in arranging for the use of the rooftop of the Brown University Sciences Library building for a booster, on terms and conditions comparable to those offered to other users of rooftop space on that building for radio transmission facilities, subject to the windloading and weight-bearing capacity of the rooftop.

(j) Satellite Downlinking. Upon Lessor's request, and at no cost to Lessor, Lessee shall provide satellite downlink facilities at the ITFS transmit site and shall receive such channels as Lessor may specify and feed those channels directly into the ITFS transmission system for distribution on the channels reserved to Lessor. Lessee shall be required to downlink channels for Lessor only to the extent that Lessor has all necessary rights to distribute such channels on its ITFS system and only to the extent that Lessee has satellite antennas in place that are capable of receiving the signals desired by Lessor without re-aiming, provided, however, that Lessee agrees to downlink at a minimum one channel each from SCOLA and NASA. However, Lessor remains responsible for contracting with such organizations to provide programming.

(k) Lessee's Purchase of Lessor's Equipment. Lessee agrees to purchase from Lessor, at fair market value, any of Lessor's existing analog ITFS transmitters and receivers for which Lessee, in Lessee's judgment, has a viable use.

5. Compensation.

(a) Signing Fee. In consideration for Lessor's entering into this Agreement, Lessee shall pay to Lessor, upon execution of this Agreement, a one-time fee of Fifty Thousand Dollars ($50,000.00) ("Signing Fee"). This fee shall be returned to Lessee, pro rated based on the ten-year term of this Agreement, in the event Lessor voluntarily terminates this Agreement or Lessee terminates this Agreement on account of a material breach by Lessor.

(b) Subscriber Fees. Upon the initiation of wireless cable program transmission to subscribers, but not later than July 1, 1996, (hereinafter the "Start Date"), Lessee shall pay to Lessor in consideration of the air time leased hereunder and the faithful performance by Lessor of its additional obligations hereunder, a fee (hereinafter the "Subscriber Fee") equal to the average number of wireless cable subscribers subscribing to the System for the month in question multiplied by Forty Cents ($0.40) . The Subscriber Fee payments shall be made not later than the tenth (15th) day following the month in question and shall bear interest at the rate of fifteen percent (15%) per year if paid late.

(c) Minimum Subscriber Fees. Regardless of the actual number of wireless subscribers in any month, Lessee shall be obligated to pay Lessor a minimum Subscriber Fee of Four Thousand Dollars ($4,000.00) per month beginning July 1, 1996, even if Lessee has no subscribers or fewer than 10,000 subscribers as of that date, then a minimum Subscriber Fee of Six Thousand Dollars ($6,000.00) per month upon the initiation of wireless cable program transmission to Lessee's first paying subscriber on the System. If there are no subscribers by July 1, 2000 Brown shall nevertheless receive a minimum subscriber fee of $6000 per month beginning July 1, 2000.

(d) Computation of Average Subscribers. The average number of wireless cable subscribers for any month for purposes of Paragraph 5(b) and (c) shall equal the number of wireless cable subscribers as the last day of the prior month plus the number of wireless cable subscribers as the last day of the current month divided by two. (For purposes of the first payment due under this contract, the first month's number of wireless cable subscribers shall form the basis for the computation.) In those situations where wireless cable programming is sold in bulk (that is, where a number of viewing units are grouped for billing purposes -- such as in the case of hotels, commercial businesses, and condominiums), the number of equivalent wireless cable subscribers shall be determined by dividing the total monthly revenue derived from said bulk billing point by Lessee's then prevailing basic service monthly rate for the ITFS Channels to individual wireless cable subscribers in the Metropolitan Area.

(e) Required Certificate and Payment Date. Accompanying its monthly payment by the tenth (15th) day of each month, Lessee shall provide Lessor with a certificate signed by an executive officer or authorized nominee or agent of Lessee showing the average number of subscribers served during the current month and any other directly related information reasonably requested by Lessor. Lessee shall not be liable for any mistake of fact or error of judgment or for any act or omission of any kind made with respect to said certificate unless caused by its willful misconduct or gross neglect; but upon the discovery of any error or omission, Lessee shall promptly pay any amount due to Lessor where the error or omission resulted in an earlier underpayment.

(f) Proration of Fees. In the event (i) the Start Date established by Paragraph 5(b) hereof shall be a date other than the first day of a calendar month, or (ii) this Agreement shall be terminated on a date other than the last day of a calendar month and it is determined that such termination shall have occurred in a manner not affecting Lessor's right to payment hereunder, then the Subscriber Fee for that

month provided in Paragraphs 5(b) or 6(c) hereof shall be proportionately pro-rated.

(g) Reimbursement of Expenses and Costs. Lessee shall reimburse Lessor for Lessor's reasonable expenses and costs incurred in undertaking any activity requested by Lessee in furtherance of this Agreement; provided, however, that with respect to expenses and costs not provided for elsewhere in this Agreement for which Lessor seeks reimbursement, Lessor shall advise Lessee in advance that it expects to incur such expenses and costs and obtain Lessee's advance approval of the activity; and provided, further, that Lessee agrees to reimburse Lessor for Lessor's reasonable legal fees and other costs and expenses incurred in the negotiation and preparation of this Agreement. Reimbursement shall be made within thirty (30) days of presentation by Lessor to Lessee of documentation of the nature and amount of the expenses and costs.

6. ITFS Channel Equipment Lease.

Lessee shall lease to Lessor, and only to Lessor, all equipment purchased and installed by Lessee pursuant to Paragraph 4 of this Agreement for the duration of this Agreement. The terms of the lease agreement and, where applicable, the obligations with respect to the transmitters, shall be in accordance with the following terms and conditions:

(a) Rent. Lessor shall pay to Lessee the total amount of One Dollar ($1.00) per year for any use of the Leased Equipment, it being understood that Lessor's making available air time to Lessee is full consideration for Lessor's lease of equipment from Lessee.

(b) Taxes. Lessee shall pay all taxes and other reasonable charges assessed against the Leased Equipment, whether levied on Lessor or Lessee (but not including any tax based on Lessor's income) without cost to or reimbursement by Lessor.

(c) Maintenance and Operating Costs. Lessee shall be required to bear all costs associated with maintaining, replacing, and operating the Leased Equipment and the transmitters and shall timely and diligently perform all such activities necessary or appropriate to keep the Leased Equipment and the transmitters in good and reliable operating condition and in compliance with all applicable laws and regulations. Lessee shall also provide any licensed Radiotelephone Operators or other attendants as the FCC's rules and regulations may require from time to time while the Leased Equipment is in operation.

(d) Risk of Loss. Lessor shall have no responsibility for the loss or damage of the Leased Equipment, provided, however, that Lessor shall be liable for loss or damage caused by any willful or negligent act or omission of Lessor, its agents, affiliates, representatives or invitees which is directly responsible for such loss or damage. In the event Lessor is liable for loss or damage to any of the Lessee's Equipment, Lessee shall deduct from its payments to Lessor an amount equivalent to its reasonable costs for the time and material required to restore the equipment to its previous condition or to replace the equipment at then current prices. Absent

a willful or negligent act or omission by Lessor, its agents, affiliates, representatives or invitees, Lessee shall be responsible for loss or damage to the Leased Equipment. Lessee will maintain appropriate insurance on the Leased Equipment and will supply a certificate to Lessor evidencing its insurance.

(e) Term. The term of the equipment lease shall run contemporaneously with this Agreement, including renewals or extensions, if any.

(f) Lessor's Right to Purchase. Upon the termination of this Agreement, Lessor shall have the rights to purchase the Leased Equipment specified in Paragraph 4(c) hereof.

7. Control Over Programming.

Neither Lessee nor any assignee of Lessee shall transmit or cause or permit to be transmitted over the leased channels any programming of a sort which is contrary to any law or governmental regulation, is tortious with respect to any person(s) or entity(ies), or which would place Lessor's reputation in the community in jeopardy. At the present time, it is believed that Lessee's programming will be supplied by one or more programming networks, such as The Discovery Channel, A&E, Home Box Office, Showtime, ESPN, WTBS, WGN, Cable News Network, etc. The Parties recognize the difficulties inherent in specifying exact standards in this Paragraph; but they will undertake good faith efforts on both sides to overcome whatever differences may arise, and they understand that under the rules of the FCC, Lessor has final control of programming on its licensed channels.

8. Termination.

(a) FCC Action. This Agreement may be terminated by Lessor or Lessee upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement and reformation of this Agreement pursuant to Paragraph 14 hereof is impractical or impossible. There shall be a final accounting of moneys due under this Agreement, and when completed, there shall be no further liability of one party to the other provided that neither party is in Material Breach as defined in Paragraph 8(b) hereof.

(b) Breach. Should either party be in material breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of thirty (30) days following written notice from the non-defaulting party. A material breach shall include, but not be limited to, failure of the Lessee to complete construction of the authorized facilities, as specified in Paragraph 4, within the time period specified in applicable FCC authorizations, and for failure of the Lessor or Lessee to comply with the rules, regulations and policies of the FCC, including the filing by Lessor of all necessary applications and forms to maintain the FCC licenses for the ITFS channels. Lessee's transmission of programming contrary to Paragraph 7 or its failure to make timely payments required under Paragraph 5 hereof shall also constitute a Material Breach of this Agreement.

(c) Value of Equipment. If the Parties cannot agree upon any dollar or other numerical value pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Lessor and Lessee.

(d) Termination or Assignment. Except as provided in, and subject to the conditions of, Paragraphs 3 and 8(a) and (b)hereof, and except with respect to Lessee's right to pledge and encumber the Leased Equipment in a manner that does not impair Lessor's rights under this Agreement (including the right to purchase the Leased Equipment and deal with the tower landlord on termination), neither Lessee nor Lessor may terminate, assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent, which consent shall not be unreasonably withheld, of the other; provided, however, that, upon prior written notification to Lessor, Lessee may assign its rights and obligations under this Agreement to a wholly-owned subsidiary, affiliate, parent or other entity in which Lessee, or its principals, hold greater than fifty (50) percent of the equity without the prior written consent of Lessor; and provided, further, that, upon prior written notification to Lessor, Lessee may sublease its rights and obligations to provide commercial programming over the ITFS Channels, including, but not limited to, the selection, packaging, and marketing of such programming to subscribers. In the case of an assignment by Lessee pursuant to this Paragraph 8(d), Lessee's assignee must be legally, financially and technically qualified to assume Lessee's obligations and must either have a financial net worth comparable to that of Lessee or have its performance guaranteed by Lessee. The prohibitions in this Paragraph (d) shall apply to the Parties and to any subsequent termination, assignment, or transfer by any successor to either of them.

9. Agreement to Indemnify and Defend.

Lessee agrees to indemnify, hold harmless and defend Lessor and its attorneys, affiliates, representatives, agents, officers, directors, faculty, staff, students, successors or assigns against any suits, claims, liabilities, costs, expenses, settlements, involuntary obligations, deficiency, lien, judgments or damages which result from programming, advertising, construction, or any other activity attributable to Lessee, its agents, employees, subsidiaries or delegates associated with the use of Lessor's channels and/or the Transmission Facilities contemplated by this Agreement, including reasonable attorney's fees and related costs.

10. Service to Brown University Buildings.

Lessee agrees to use its best efforts to offer its commercial wireless cable services to Brown University dormitories and other buildings at Lessee's most favorable rate offered to any other bulk customer in the area served by the System. The rate will take into account the fact that Lessor will be responsible for the distribution of signals and maintenance of plant and equipment beyond approximately fourteen (14) drop points. If Lessor and Lessee are unable to arrive at a mutually agreeable bulk arrangement for Lessee's services, Lessee shall contribute up to Sixty Thousand Dollars ($60,000.00)

toward Lessor's cost of obtaining alternative video programming service for University buildings.

11. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reasons of fire, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements imposed by government, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the Parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of delinquency resulting from any such contingency which shall interfere with such performance.

12. Specific Performance.

The Parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual and extraordinary character, which gives them a particular value, the loss of which cannot be adequately or reasonably compensated for in damages in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services and undertakings required hereunder including the obtaining of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

13. Notices.

Any notice to be given by Lessor to Lessee under any provision of this Agreement shall be given in writing and shall be sent by U.S. first class certified mail, with delivery evidenced by a postal receipt to Timothy J. Santora at the address noted at the beginning of the Agreement, with a copy to Gerald Stevens-Kittner, Esq., Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006-1301. Any notice to be given by Lessee to Lessor shall be given in like manner addressed to Anthony R. Tanzi, Director of Communications, P.O. Box 1885, Brown University, Providence, RI 02912-1885, with copies to Beverly E. Ledbetter, Esq., General Counsel, 101 University Hall, 1 Prospect Street, P.O. Box 1913, Providence, RI 02912-1913, and Peter Tannenwald, Esq., Irwin Campbell & Tannenwald, P.C., 1320 - 18th St., N.W., Suite 400, Washington, DC 20036-1811. Notice given to counsel shall not be deemed notice to a party. Any party or counsel may specify a different address for notices from time to time.

14. Severability.

Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies governing this Agreement, the Parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the Parties. The Parties do not intend, however, that Lessor shall remain bound hereunder if it is not entitled to receive the full amount of the Signing Fee and Subscriber Fee and to have the full-time use of four television-quality video channels with associated audio, nor that Lessee shall remain bound if it does not have substantially full-time use of the full capacity (or the equivalent thereof) of at least three of Lessor's ITFS channels.

15. Venue and Interpretation.

Venue for any cause of action by or between Lessor and Lessee shall be the State of Rhode Island. All provisions of this Agreement, to the extent not governed by federal law, shall be construed under the laws of the State of Rhode Island applicable to transactions conducted entirely within that state.

16. Entire Agreement; Successors; Amendments.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written provisions of any kind. The Parties further agree that this Agreement may be modified only in writing signed by the party against which enforcement is sought. Any consent, amendment, or waiver given on behalf of Lessor must be signed by an officer of Lessor who is duly authorized to grant such consent, amendment or waiver, and such officer shall certify to his or her authority when signing. This Agreement shall be binding on the Parties and to their respective heirs, successors, and assigns.

17. Waiver.

No waiver of any requirement or provision of this Agreement by either Party shall be deemed a waiver of any other requirement or provision or the same requirement or provision at any other time, nor shall any waiver granted by a Party obligate that Party to grant the same or a similar waiver at any other time.

18. No Partnership, Joint Venture, or Third-Party Beneficiary.

Nothing herein shall be deemed to make the Parties partners or joint venturers of any kind, nor shall any provision of this Agreement create any right in any person or entity other than the Parties hereto.

19. Headings.

The headings in this Agreement are for the convenience of the Parties and shall not affect the substantive provisions of this Agreement.

20. Counterparts.

This Agreement may be executed in one or more counterparts, and on separate pages. Each executed copy shall have the full force and effect of an original, but all shall be considered one and the same document.

21. Confidentiality.

The terms and conditions of this Agreement shall be kept strictly confidential by the Parties and shall not be disclosed to any person who is not directly involved in the transactions contemplated by this Agreement and needs to know the terms and conditions in connection with such involvement. The Agreement shall not be provided to any other non-affiliated person or entity except as agreed to by both Parties. When this Agreement is filed with the FCC, all numerical terms shall be masked. This Paragraph 21 shall not prevent or preclude either Party from producing information as required by law or by direction of a court of law or theSEC, FCC, or third parties dealing with Lessee for financial reasons, nor shall it preclude either Party from the discussion with or disclosure to others of information that is already publicly known. The confidentiality obligation in this Paragraph 21 shall expire at any time that this Agreement is terminated and shall not preclude Lessor from disclosing terms and conditions to third parties as part of an evaluation of its future options within one year of the end of the Initial Term.

22. No Interruption of-Present ITFS Service. Lessee shall insure that any future transmission facilities that carry Lessor's ITFS service will not provide any lesser quality of service than is currently provided by Lessor's existing ITFS system anywhere in Lessee's existing service area. Lessee shall install; pay the cost of; and operate, maintain, repair and replace as necessary any booster stations required to fulfill this requirement. Lessee shall not cause service from Lessor's existing analog ITFS system to be interrupted until (i) it has first demonstrated to Lessor's reasonable satisfaction, using a channel other than one of Lessor's channels, that the replacement digital signal is of better or equal quality than the existing analog signal, and (ii) the four-channel digital replacement service is in place and ready for cutover.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

ATTEST:

Todd W. Marshall

Atlantic Microsystems, Inc.

By: J. Santos

Title: President

ATTEST:

H. P. Meier

Brown University in the State of Rhode Island and Providence Plantations

By: J. R. Pomeroy 9-15-95

Title: PROVOST

Approved
B. E. Ledbetter
September 15, 1995

<u>**Providence, RI**</u>

E Group

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<u>Providence, RI</u>

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Assumed in WorldCom Bankruptcy, No Lease Available

<u>Providence, RI</u>

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WND425

Exhibit 3

ITFS LEASE AGREEMENT

Execution Date

This Agreement, entered into on the 15th day of Sept., 1995 Atlantic Microsystems Inc., a Delaware corporation, having its principal place of business at Twelve Corporate Woods Boulevard, Suite 102, Albany, New York 12211 ("Lessee"), and by University of Massachusetts, Dartmouth, located at 285 Old Westport Road, North Dartmouth, MA 02747-2300 ("Lessor"), (sometimes referred to collectively as "the parties").

WHEREAS, the Federal Communications Commission ("FCC"), has authorized applicants and licensees for Instructional Television Fixed Services ("ITFS") channels to enter into lease agreements for the use of excess capacity on their ITFS systems with non-ITFS users; and

WHEREAS, Lessor is the Licensee for ITFS channel(s) G1-4 in the Providence metropolitan area ("Market" or "Metropolitan Area"), call sign WHR837, WOG94; and

WHEREAS, Lessor has determined that excess capacity will exist after the fulfillment of its ITFS programming requirements; and

WHEREAS, Lessee is in the business of distributing television programming via microwave transmission utilizing ITFS and Multi-Channel Multi-Point Distribution Service ("MMDS") channel(s) and is desirous of leasing excess ITFS capacity on Lessor's channel(s); and

WHEREAS, Lessee is a corporation in good standing in the State of Connecticut and will be domesticated and duly authorized to conduct business in the State of Rhode Island; and

WHEREAS, Lessee and Lessor believe that the combination of educational programming and entertainment programming will be mutually advantageous and provide a significant benefit to the general public.

NOW THEREFORE, in consideration of their mutual promises, Lessor and Lessee do hereby agree to the following terms and conditions:

1. Term.

(a). Initial Term. The term of this Agreement shall commence upon the date of its execution and shall extend for a period of ten (10) years from the start of subscriber based service using Lessors channels, as modified pursuant to Paragraph 5 hereto, (hereinafter the "Initial Term"), unless the Agreement is terminated as provided by Paragraph 9 below or voluntarily terminated by written consent of both parties.

(b). Renewals. Thereafter, if Lessor's license is renewed, absent written notification by either party not less than one hundred eighty (180) days before this Agreement expires, this Agreement shall be extended on the same terms and conditions for an additional ten (10) year term. If Lessor gives timely written notification of its desire not to automatically extend this Agreement, the parties shall negotiate an additional ten (10) year term. During the Initial Term, unless Lessee provides Lessor with written consent to do so or unless Lessee has been adjudged to be in bankruptcy and/or is no longer a going concern, Lessor shall not negotiate or enter into a lease agreement for channel capacity on the ITFS channels with any individual or entity other then Lessee, nor shall it

use the channels itself for commercial purposes. If the parties are unable to reach an agreement to renew this lease by the expiration of the Initial Term, Lessee shall, for a period of three years from the termination of the agreement, have a right of first refusal to match any offeror which contemplates the lease of excess capacity on Lessor's channels. Pursuant to the terms of the right of first refusal, Lessor shall notify Lessee in writing within thirty (30) days of Lessor's receipt of a bona fide offer to lease excess capacity and of the terms of such offer. Following Lessee's receipt of such written notification, Lessee shall have twenty (20) days to notify Lessor of its intentions to either match or not match said offer. If Lessee indicates it does not intend to match said offer, or fails to respond, Lessor shall have forty-five (45) days to enter into an agreement with the third party offeror on the same terms and conditions as were offered to Lessee. If Lessor fails to enter into a binding agreement with the third party offeror on the same terms and conditions as were offered to Lessee within said forty-five (45) day period, Lessee's right of first refusal shall be reinstated. Should Lessor enter into such binding agreement in a timely manner with the third party offeror, Lessee's right of first refusal shall be extinguished; provided, however, that should Lessor subsequently terminate the agreement with the third party offeror within twenty-four (24) months of entering into the agreement, Lessee's right of first refusal shall be reinstated.

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(c). It is understood by both parties that any Additional Renewals are conditioned on Lessor receiving any necessary renewals of Lessor's ITFS

License from the FCC. Lessor shall file, at Lessee's expense after obtaining Lessee's prior consent, such consent not to be unreasonably withheld, all necessary and appropriate applications with the FCC and, as required by law, with any and all other local, state, and federal governmental agencies to obtain, and maintain and renew its ITFS license and any associated authorizations.

2. Lease of Excess Capacity.

(a). Lessor agrees to lease to Lessee the "excess" capacity available on all four (4) of its main carrier ITFS channels for the term of this Agreement. This lease of excess capacity includes lease of ITFS channel subcarriers, talk-back frequencies, second audio channel and vertical blanking intervals ("VBIs"). The remaining time available over and above the time utilized for Lessor's non-commercial educational programming ("Lessor's Time") shall be considered "excess capacity," as that term is defined by the rules and regulations of the FCC, and available to Lessee for entertainment programming (hereinafter referred to as "Lessee Time").

(b). Lessee shall provide Lessor with One Hundred Fifty (150) days advance notice of its intention to initiate subscriber based program services. Not less than Sixty (60) days thereafter, Lessor shall notify Lessee in writing of the specific air time hours Lessor wishes to utilize, and which hours shall be available to Lessee for Lessee Time, it being understood that Lessor Time shall be at least Twenty (20) hours per week for each licensed channel, subject to paragraph 3(a). Thereafter, Lessor shall

provide Lessee with written notice at least four (4) months in advance of any changes in the specific air time it intends to utilize. To the extent consistent with FCC rules, Lessor will schedule Lessor Time so as to maximize the availability of channel capacity for Lessee's use on a Twenty-Four hour, seven days per week basis.

(c). If and when Lessee decides digital compression technology is technically and financially feasible for deployment in connection with Lessee's wireless cable system in the Metropolitan Area, Lessor agrees to cooperate with Lessee in making whatever modifications to Lessor's facilities deemed necessary and appropriate, including the filing of any applications with the FCC. Following the installation of digital compression equipment, the Lessee shall make available to Lessor four (4) full-time digital channels for Lessors use. Lessee shall have the option of loading all of Lessor Time onto the minimum number of compressed channels necessary to accommodate Lessor Time so as to maximize the number of six (6) MHz channels available for Lessee's use on a twenty-four (24) hour, seven (7) day-per-week basis.

(d). To the extent permitted by the FCC, Lessor and Lessee hereby agree to employ "channel mapping" and/or "channel loading," as those terms are defined by FCC rules and policies, in the dissemination of Lessor's programming over the subject channels. If Lessee deems it necessary, Lessee and Lessor specifically agree to load, to the extent permitted by FCC rules and policy, Lessor's programming to channel(s) not necessarily licensed to Lessor. Prior to channel mapping or loading,

Lessee shall provide advance notice to Lessor of the channels upon which its programming shall be transmitted. Lessee agrees to bear all costs and expenses, including attorney's fees and filing fees, associated with the implementation of channel mapping and/or loading. Lessor and Lessee shall cooperate in good faith in providing any information required by the FCC under this paragraph.

3. Lessor Use of Excess Capacity.

(a). In the event Lessor desires to ~~utilize more than forty (40) hours~~ RECAPTURE AN ADDITIONAL TWENTY ONE (21) HOURS per week WITH NO PENALTY TO LESSOR for each licensed channel for qualified ITFS programming, Lessor shall provide Lessee with six (6) months advance written notice of its request for specific additional air time hours. For each hour of air time over and above ~~forty (40)~~ FORTY ONE (41) hours per week per channel Lessor wishes to use, Lessor shall, at a minimum, be obligated to pay Lessee at the fair market air time lease rate for such air time. Lessee shall be under no obligation to provide Lessor with such additional air time hours, and, at Lessee's option, may fulfill Lessor's request through signal compression technologies.

(b). It is understood that Lessor may only request air time over and above twenty (20) hours per week per channel for the provision of qualified ITFS programming provided by and for Lessor's use, as such programming is defined by the rules and regulations of the FCC.

(c). If, pursuant to changes in the rules and regulations of the FCC subsequent to the execution of this Agreement regarding the minimum

number of hours per channel per week Lessor is obligated to transmit ITFS programming, or regarding constraints on scheduling ITFS programming, and Lessor and Lessee thereby have additional flexibility in implementing Lessor's use of excess capacity, Lessor and Lessee may negotiate revisions to this Agreement which may be mutually beneficial to both Parties.

4. Assignment of License.

(a). Lessee acknowledges and understands that Lessor may conclude at some point that for reasons deemed sufficient to Lessor the Lessor may feel compelled to discontinue ITFS operation. In such event, upon written notification by the Lessor to the Lessee that it no longer wishes to remain a licensee, the parties agree to cooperate in identifying, selecting and, as necessary, assisting in preparing requests for licensing of a properly constituted organization which will replace the licensee as both a party in its agreement with Lessee and as an FCC licensee for the ITFS channels contemplated by this Agreement. Lessee agrees that, upon completion of the licensing of a replacement organization by the FCC and the execution of a channel lease agreement between Lessee and the replacement organization, Lessor will have no further obligation to Lessee, will not incur any penalties as a result of this change, and will not be responsible for any of the expenses associated with effecting this transfer. Lessee's consent to agree to a replacement organization shall not be unreasonably withheld.

(b). Should Lessee choose to assign this Agreement to an unrelated third party, Lessee shall first obtain Lessor's written consent, such consent not to be unreasonably withheld, delayed or conditioned. Any contract to assign this Agreement entered into by Lessee shall contain, as a material clause, the obligation on the part of the assignee to adopt and assume all of Lessee's rights and obligations under this Agreement. Lessee may assign this Agreement without Lessor's consent to a subsidiary, affiliate, parent or other entity in which Lessee, or its principals, hold greater than fifty (50) percent of the equity.

5. Transmission Facilities.

(a). Transmission Site. Upon execution of this Agreement, Lessee shall, in consultation with Lessor, decide whether to relocate Lessor's transmission facilities. Any such location will be selected to insure the adequacy of the transmissions of the Lessor's ITFS programming to Lessor's existing or proposed receive sites as specified in Lessor's ITFS applications with the FCC as well as to maximize Lessee's opportunity to construct and operate a successful wireless cable system in the Metropolitan Area. Lessor shall exercise the right of final approval of the site. Upon FCC approval, Lessee, or its designee shall, within a reasonable period of time, and not later than twelve (12) months after grant by the FCC of a conditional license at the agreed upon transmit location or twelve (12) months after the signing of this lease, whichever occurs later, commence to construct the ITFS channel transmission facilities in accordance with said FCC authorization. Lessee shall

complete construction of the facilities by a date not later than eighteen (18) months after grant of a modified construction permit to Lessor, unless reasons beyond the control of Lessee prevent such completion of construction, and provided also that the FCC consents to an extension of the construction period.

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(b). No later than six (6) months after execution of this Agreement, the parties shall have filed a modification of construction permit application which seeks FCC approval for, among other matters, (i) a change in tower location if the parties have decided a relocation is warranted, and/or (ii) an increase in power from Lessor's currently authorized operating power to the maximum power allowable under FCC rules, or the maximum power that the Lessee deems necessary in its sole discretion, for the success of its wireless cable system, whichever is lower. Under no circumstances shall Lessee decide to seek an authorization to operate at a power level below Lessor's currently authorized power. If, in the future, the FCC's rules permit an ITFS licensee to operate with a higher power than the rules currently permit, and/or if the Lessee determines, in its discretion, that operation at a higher power is permissible and desirable, the parties shall cooperate in good faith to seek requisite FCC authorization.

(c). Lessee, or its designee, shall purchase and install such transmitters, transmission line, antennas and receivers for the primary transmitter and/or secondary booster stations as are required to operate the ITFS channels in accordance with the provisions of such authorization(s) as

contemplated by Paragraph 5(a) and (b). Lessee shall lease such equipment to Lessor pursuant to Paragraph 7. (Said equipment is hereinafter referred to as the "Leased Equipment"). Lessee, or its designee, shall supervise and be responsible for the installation of the Leased Equipment which may only be removed by Lessee, or its designee, upon a material breach of this Agreement by Lessor, or upon the termination of this Agreement; provided, however, that if such termination occurs due to the expiration of the Initial Term and the parties choose not to renew, pursuant to Paragraph 1(b) hereto, Lessor shall have the right to purchase the Leased Equipment at then current fair market value.

(d). Starting from the date of execution of this Agreement and continuing throughout the term of this Agreement, Lessee shall bear all reasonable costs associated with obtaining any requisite FCC authorizations to modify the ITFS facilities that are mutually agreed to by the parties, including, but not limited to, attorneys' fees, engineering fees and all other reasonable costs associated with obtaining FCC approvals thereof, and continuing throughout the term of this Agreement.

(e). Lessee shall install up to a maximum of fifteen (15) additional receive sites designated and approved in appropriate FCC applications and amendments at its expense with a Standard Installation, as defined below. Any receive sites over and above fifteen (15) receive sites desired by Lessor shall be installed by Lessee at Lessor's request but Lessor shall be required to reimburse Lessee at its cost for the

installation. Alternately, Lessor may elect to have the costs of the additional receive sites deducted by Lessee from current and future lease payments lease payments until such costs are fully reimbursed. If as the result of any relocation of the Transmission Site, and the equipment at Lessor's existing receive site(s) must be reoriented, Lessee shall provide that such work be performed at no cost to Lessor and to the reasonable satisfaction of Lessor pursuant to FCC regulation. As used herein for the purposes of this Agreement, the phrase "Standard Installation" shall mean an installation consisting of the placement of the ITFS/MMDS receiving antenna in a manner that meets or exceeds the protection requirements of Lessor's respective receive sites at an elevation (not to exceed thirty (30) feet, including any future receive site, above the base mounting location,) which could normally receive the line of site transmission from the Transmission Site, the coupling thereto of a block down converter and a sufficient amount of transmission line (coaxial cable) to connect the received ITFS programming to the input of (i) a standard television receiver, or (ii) the receive site internal/external distribution system.

(f). Lessee shall install a microwave link or equivalent transport system (e.g., fiber) to provide transport of Lessor's ITFS programming from Lessor's primary point of origination to the transmit site. Lessee agrees to bear one hundred percent of all necessary and reasonable costs including, but not limited to, technical, legal, equipment and installation expenses, to transport one channel of ITFS programming and fifty percent of the

necessary and reasonable costs to transport an additional channel. Lessor agrees that its primary origination site will be within the receive area or Lessor will assume responsibility for transporting it to a location within the receive area.

(g). In the event the Parties hereto decide to relocate Lessor's transmission site after it is operational, Lessee shall bear all necessary and reasonable costs, including, but not limited to, technical, legal, equipment and installation expenses, as well as all necessary and reasonable costs associated with purchasing and installing additional transmitters and additional antennae as may be required for the purpose of transporting Lessor's signals for ITFS purposes from Lessor's origination point to the transmitter site.

(h). Lessor agrees that Lessee may desire to install signal boosters for the purpose of extending the coverage area of the signal. Lessor agrees to work with the Lessee to locate additional receive sites that would be interested in accepting Lessor's programming.

(i). Digital Compression Equipment. If and when Lessee decides digital compression technology is technically and financially feasible for deployment in connection with Lessee's wireless cable system in the Metropolitan Area, Lessee shall bear all costs associated therewith, including the cost of all legal, engineering, installation and equipment expenses, including any costs associated with seeking and obtaining a modification of Lessor's FCC authorization. Lessee shall retain title to the

digital equipment and lease the digital equipment to Lessor for a term co-terminus with the Initial Term and any Renewal Terms for

per year.

6. Compensation.

(a). Signing Fee. In consideration for Lessor's entering into this Agreement, Lessee shall, upon execution of this Agreement, pay to Lessor a one-time fee of This fee shall be returned to Lessee in the event Lessor voluntarily terminates or materially breaches this Agreement within two years from the date of its execution.

(b). Subscriber Fees. Upon the initiation of wireless cable program transmission to subscribers, (hereinafter the "Start Date"), Lessee shall pay to Lessor in consideration of the air time leased hereunder and the faithful performance by Lessor of its additional obligations hereunder, a fee (hereinafter the "Subscriber Fee") equal to the average number of wireless cable subscribers subscribing to Lessee's wireless cable system in the metropolitan area for the month in question multiplied by

per 6 MHz channel licensed to Lessor and made available to Lessee hereunder on a full-time basis, i.e., 24-hour, seven day per week, uninterrupted basis for the month in question (hereinafter "Full-Time Channel(s)" and the "Subscriber Fee:). The subscriber fee payments shall be made on the tenth (10th) day following the month in question.

(c). Minimum Subscriber Fees. Regardless of the actual number of wireless subscribers in any month, Lessee will be obligated to pay Lessor a minimum Subscriber Fee of per month per Full-Time 6 MHz channel upon the initiation of wireless cable program transmission to subscribers in the Metropolitan area using Lessor's channels.

(d). Computation of Average Subscribers. The average number of wireless cable subscribers for any month for purposes of Paragraph 6(b) and (c) shall equal the number of wireless cable subscribers as the last day of the prior month plus the number of wireless cable subscribers as the last day of the current month divided by two. (For purposes of the first payment due under this contract, the first month's number of wireless cable subscribers shall form the basis for the computation.) In those situations where wireless cable programming is sold in bulk (that is, where a number of viewing units are grouped for billing purposes -- such as in the case of hotels and condominiums), the number of equivalent wireless cable subscribers shall be determined by dividing the total monthly revenue derived from said bulk billing point by Lessee's then prevailing basic service monthly rate for the ITFS Channels to individual wireless cable subscribers in the Metropolitan Area.

(e). Digital Compression. In the event digital compression equipment is installed pursuant to Paragraph 5(i), supra, Lessee shall pay Lessor at a rate of per Full-Time 6 MHz channel made available to Lessee.

(f). Required Certificate and Payment Date. Lessee shall, within fifteen (15) days of the end of each month, provide Lessor with a certificate signed by an executive officer or authorized nominee or agent of Lessee showing the average number of subscribers served during said month and any other directly related information reasonably requested by Lessor. Lessee shall not be liable for any mistake of fact or error of judgment or for any act or omission of any kind made with respect to said certificate unless caused by its willful misconduct or gross neglect.

(g). Proration of Fees. In the event (i) the Start Date established by Paragraph 6(b) hereof shall be a date other than the first day of a calendar month, or (ii) this Agreement shall be terminated on a date other than the last day of a calendar month and it is determined that such termination shall have occurred in a manner not affecting Lessor's right to payment hereunder, then the Subscriber Fee for that month provided in Paragraph 6(b) or 6(c) hereof shall be proportionately reduced.

7. ITFS Channel Equipment Lease.

Lessee shall lease to Lessor, and only to Lessor, all equipment purchased and installed by Lessee pursuant to Paragraph 5 of this Agreement for the duration of this Agreement. The terms of the lease agreement and, where applicable, the obligations with respect to the transmitters, shall be in accordance with the following terms and conditions:

(a). Rent. Lessor shall pay to Lessee the total amount of per year for any use of the Leased Equipment, it being understood that Lessor's making available air time to Lessee is full consideration for Lessor's lease for equipment to Lessee.

(b). Taxes. Lessee shall be required to pay all taxes and other reasonable charges assessed against the Leased Equipment, without cost to or reimbursement by Lessor.

(c). Maintenance and Operating Costs. Lessee shall be required to bear all reasonable costs associated with maintaining and operating the Leased Equipment and the transmitters.

(d). Risk of Loss. Lessor shall have no responsibility for the loss or damage of the Leased Equipment, provided, however, that Lessor shall be liable for loss or damage caused by any intentional or negligent act or omission of Lessor, its agents, affiliates, representatives or invitees which is directly responsible for such loss or damage. In the event Lessor is liable for loss or damage to any of the Lessee's Equipment, Lessee shall deduct from its payments to Lessor an amount equivalent to its costs for the time and material required to restore the equipment to its previous condition or to replace the equipment at then current prices. Absent a negligent act or omission by Lessor, its agents, affiliates, representatives or invitees, Lessee shall be responsible for loss or damage to the Leased Equipment. Lessee will maintain appropriate insurance on the Leased Equipment and will supply a certificate to Lessor evidencing its insurance.

(e). Term. The term of the equipment lease shall run contemporaneously with this Agreement, including renewals, if any.

8. Control Over Programming.

Lessee intends that only programming of a sort which would not serve to place Lessor's reputation in the community in jeopardy will be transmitted by Lessee on the leased channels. At the present time, it is believed that this programming will be supplied by one or more programming networks, such as The Discovery Channel, A&E, Home Box Office, Showtime, ESPN, WTBS, WGN, Cable News Network, etc. The parties understand that under the rules of the FCC, Lessor has final control of programming on its licensed channels, and recognize the difficulties inherent in specifying exact standards in this Paragraph, but believe that good faith efforts on both sides can overcome whatever difference may arise.

9. Transfer and Termination.

(a). This Agreement may be terminated by Lessor or Lessee upon thirty (30) days written notice to the other party (or earlier if ordered by the FCC) in the event that the FCC determines that Lessor and/or Lessee is not authorized to operate said channels as contemplated by this Agreement and reformation of this Agreement pursuant to Paragraph 14 hereof is impractical or impossible. There shall be a final accounting of moneys due under this Agreement, and when completed, there shall be no further

liability of one party to the other provided that neither party is in Material Breach as defined in Paragraph 9(b) hereof.

(b). Should either party be in material breach of this Agreement for the non-performance of the obligations contained in this Agreement, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of thirty (30) days following the receipt of written notice from the non-defaulting party. A Material Breach shall include, but not be limited to, failure of the Lessee to complete construction of the authorized facilities, as specified in Paragraph 5, within the time period specified in applicable FCC authorizations, and failure of the Lessor or Lessee to comply with the rules, regulations and policies of the FCC, including the filing by Lessor of all necessary applications and forms to maintain the FCC licenses for the ITFS channels. Lessee's failure to make any payment required under Paragraph 6 hereof shall also constitute a Material Breach of this Agreement.

(c). If the parties cannot agree upon the fair market value of the Necessary and Divisible Leased Equipment or the number of Lessee's subscribers pursuant to any provision of this Agreement, the Parties shall submit the dispute to a mutually acceptable certified public accountant or such other person as may be agreed to by the Parties, whose decision shall be deemed binding and non-appealable. Costs associated with the use of said certified public accountant shall be borne equally by Lessor and Lessee.

(d). Except as provided in Paragraphs 9(a), (b) and (c), above, and except with respect to Lessee's right to pledge and encumber the Leased Equipment, neither Lessee nor Lessor may terminate, assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent, which consent shall not be unreasonably withheld, of the other; provided, however, that, upon prior written notification to Lessor, Lessee may assign its rights and obligations under this Agreement to a wholly-owned subsidiary or affiliate without the prior written consent of Lessor; and provided, further, that, upon prior written notification to Lessor, Lessee may sublease its rights and obligations to provide commercial programming over the ITFS Channels, including, but not limited to, the selection, packaging, and marketing of such programming to subscribers.

10. Agreement to Defend.

Lessee agrees to hold harmless and defend Lessor against any suits, claims, judgments or damages which result from programming, advertising, construction, or any other activity attributable to Lessee, its agents, employees, subsidiaries or delegates associated with the use of Lessor's channels and/or the Transmission Facilities contemplated by this Agreement. Lessee agrees to provide to Lessor prior to the execution of this agreement proof of liability insurance in a policy amount not less than , naming Lessor as a co-insured, and to keep said insurance in effect for the duration of this agreement.

11. Force Majeure.

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reasons of fire, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements imposed by government, acts of civil or military authorities, acts of God or other contingencies beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of delinquency of any such contingency which shall interfere with such performance.

12. Specific Performance.

The parties acknowledge and agree that the rights reserved to Lessee and to Lessor hereunder are necessarily of a special, unique, unusual and extraordinary character, which gives them a particular value, the loss of which cannot be adequately or reasonably compensated for in damages in an action at law, and the breach by either party of any of the provisions of this Agreement will cause the other party irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the other party specific performance of all of the acts, services and undertakings required hereunder including the obtaining of all requisite authorizations

to execute or perform this Agreement and to obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of any of the provisions of this Agreement. Neither this provision nor any exercise by Lessee or Lessor of their rights to equitable relief or specific performance herein granted shall constitute a waiver by either party of any other rights which it may have to damages or otherwise.

13. Notice.

Any notice to be given by Lessor to Lessee under any provision of this Agreement shall be sent by certified mail to Timothy J. Santora at the address so noted at the beginning of the Agreement, with a copy to Gerald Stevens-Kittner, Arter & Hadden, 1801 K Street, N.W., Suite 400, Washington, D.C. 20006, and by Lessee to Lessor by certified mail to Lewis Dars, Vice Chancellor of Administrative and Financial Services at the address so noted at the beginning of the Agreement.

14. Severability.

Should any court or agency determine that this Agreement or any provision of this Agreement is invalid, or if the FCC amends its rules or adopts policies governing this Agreement, the parties agree to use their best efforts to negotiate modifications of this Agreement such that the Agreement is valid and effectuates the intent of the parties.

15. Venue and Interpretation.

Venue for any cause of action by or between Lessor and Lessee shall be Washington D.C., and all provisions of this Agreement shall be construed under the laws of Washington D.C.

16. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written provisions of any kind. The parties further agree that this Agreement may only be modified by written agreement signed by both parties. Neither Lessor nor Lessee may assign or transfer its rights or obligations under this Agreement, except as specifically allowed in this Agreement, without prior written consent of the other, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20 day of Sept., 1995.

ATTEST:

Todd W. Marshall

Atlantic Microsystems, Inc.

By: [signature]

Title: President

ATTEST:

Susan B Sullivan

University of Massachusetts, Dartmouth

By: [signature]

Title: Vice Chancellor for Adm. & Fiscal Services

Providence, RI

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WNTI210

WNTI210

Exhibit P

OFS CHANNEL LEASE AGREEMENT

This AGREEMENT is entered into as of the 21 day of September 1993, by EASTERN SATELLITE TELEVISION , hereinafter referred to as ("Lessee"), having its principal place of business at 396 VEAZIE STREET PROVIDENCE, RI 02904 , and Alice Twedt, hereinafter referred to as ("Lessor"), having her principal place of business at 701 Grant Street, Harvard, IL 60033.

WHEREAS, the Federal Communications Commission ("FCC") has authorized licenses for Multichannel Multipoint Distribution Service ("MMDS") channels to lease time on such channels on a non-common carrier basis; and

WHEREAS, Lessor has been awarded a license from the FCC to construct and operate station WNTI210 in the Providence, Rhode Island area; and

WHEREAS, Lessor has determined that he desires to lease the full capacity of his channel on a twenty-four (24) hours a day, seven (7) days a week private carrier basis; and

WHEREAS, Lessee is developing a wireless cable system to serve the Providence market and is desirous of leasing transmission capacity from Lessor in order to expand its channel capacity, provided that Lessor's facilities can be relocated to Lessee's transmission headend and configured in a manner that is technically compatible with the other stations Lessee proposes to employ in connection with its wireless cable system in Providence.

NOW, THEREFORE, in consideration of their mutual promises, lessor and lessee do hereby agree to the following terms and conditions:

1. TERM. The initial term of this Agreement shall be five (5) years from the date hereof, with three (3) consecutive and automatic five (5) year renewal terms, unless voluntarily terminated by written consent of both parties or as provided in Section VIII below. Should Lessee choose not to renew this Agreement at the end of the initial term or any five (5) year renewal term, Lessee shall provide Lessor with written notice of Lessee election not to renew at least six (6) months prior to the expiration date. If Lessee fails to provide Lessor with six (6) months advance written notice of its election not to renew, then this Agreement shall be deemed automatically renewed for another five (5) year term.

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II. THE FCC AUTHORIZATION.

A. Modification Application. Within five (5) days of the effective date of this agreement, Lessor shall file with the FCC an application for modification of the license in substantially the form of Exhibit A hereto ("Modification Application") to secure a license for the station identical in all material respects to the other stations Lessee intends to employ in Providence ("Modified Station"). The parties recognize that the FCC may deny the Modification Application. In such event, Lessee shall utilize its best efforts to redesign its system to accommodate its requirements and those of the FCC, shall supply the documentation necessary for Lessor to further modify his authorization and Lessor shall properly submit a second Modification Application. In the event such second Modification Application is granted, the station proposed therein shall become the Modified Station for purposes of this Agreement. If Lessee is unable to redesign its wireless cable system to meet its requirements and those of the FCC, it shall so notify Lessor at which time this Agreement shall terminate pursuant to Section VIII.A.

B. Covenant Not To Amend or Modify. Because the location and configuration of Lessor station is critical to Lessee business, Lessor shall not attempt to amend its pending application or the Modification Application or modify any license issued by the FCC for the Modified Station or the Original Station without the prior written consent of Lessee, which consent shall not be unreasonably withheld.

Term - 5 years

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Air Time. Commencing on the Start Date, Lessor shall provide to Lessee during the term of this Agreement all of the transmission capacity on the Modified Station 24 hours a day, seven days a week, every week.

B. Scope of Use. The transmission capacity provided hereunder to Lessee is for the transmission of Lessee-provided video programming, data and other information to reception points selected by Lessee. The transmission capacity may be used by Lessee for any legal purpose, without any restriction on the substance, format or type of information or signal to be transmitted thereover.

IV. FACILITIES.

A. Provision of Transmission Facilities. No later than two

months prior to the expiration of Lessor time for constructing the Modified Station in accordance with the FCC's Rules, Lessee shall, at its sole expense, install the facilities authorized by the FCC for the Modified Station in accordance with the terms of Lessor FCC authorization, the FCC's rules and of this Agreement, subject to such supervision and control by lessor as shall be required under the FCC's rules. Subsequently, throughout the term of this Agreement, Lessee shall at its sole cost and expense provide to Lessor appropriate space (complete with utilities and necessary environmental controls), transmitters, waveguide, antennas and other associated equipment for the Modified Station (which equipment may be shared with other stations). Subject to the provisions of Section VII.E, Lessee shall retain title to the Modified Station. In addition, Lessee will cooperate with Lessor in obtaining at the earliest possible date (and in any event prior to any renewal term) an agreement between Lessor and the owner of the transmission site at which the Modified Station will be located so as to assure that Lessor continues uninterrupted operations if Lessee's site agreement expires or Lessee defaults under its site agreement.

B. Start Date. For purposes of this Agreement, the Start Date shall be the date Lessee completes construction of the Modified Station.

C. Operation and Maintenance. Lessee shall, at its own cost and expense, retain technically qualified personnel to operate, repair, and maintain the transmission facilities under the technical direction, supervision and control of lessor to assure continued operation of the Modified Station in accordance with Lessor FCC license and the FCC's rules and regulations. Lessee shall make available to Lessor upon reasonable request records of all repairs and maintenance activities and shall notify Lessor in the event transmission service is interrupted for any reason for a period of five (5) minutes or more.

D. Interference. Lessee shall operate the Modified Station in such a fashion as to ensure that such operation does not create or increase interference to any other FCC applicant, permittee, or licensee entitled to protection under the FCC's rules and policies. In the event of any creation or increase in interference associated with the Modified Station, Lessee shall pay all costs, including any costs of Lessor attorney and engineers, to resolve all interference to FCC applicants, permittees, or licensees entitled to protection under the FCC's rules and policies.

E. Modification of Transmission Facilities. Lessor and Lessee

acknowledge the possibility that as a result of currently unforeseen events or changes in the FCC's rules and policies, the technical configuration of the Modified Station may prevent Lessee from optimizing its business throughout the term of this Agreement. Lessor therefore agrees that if any time and from time to time Lessee so requests, Lessor shall use his best efforts to apply to the FCC for authority to modify the transmission facilities (including, without limiting the generality of the foregoing), construction completion notifications, to increase transmitted power, to increase antenna height, to modify the transmission and antenna systems or to relocate the Modified Station) to meet the reasonable requirements of Lessee. Lessee shall bear all reasonable costs associated with such modifications, including engineering and construction, construction completion, notices, and all reasonable costs associated with obtaining FCC approval thereof, provided that such costs are approved by Lessee in advance in writing. Upon the completion of such modification, the modified facility shall become the Modified Station.

F. Additional Equipment. Lessee, at its own expense, may install attachments to the Modified Station (including, without limitation, encoding and/or addressing equipment selected by it) as may be required by the exigencies of its business from time to time, provided that such alterations and attachment do not violate any FCC rules and regulations. Any equipment used in making attachments shall be provided by Lessee and Lessee shall be responsible for the operation, maintenance and repair of all such equipment.

G. Reception Equipment. Lessor has no responsibility hereunder to provide any reception antennas, down converters, decoders, descramblers, power supplies or any other equipment required to display signals transmitted over the Modified Station ("Reception Equipment"). Lessee may, in its sole discretion and on terms and conditions of its choosing, install or cause to be installed such Reception Equipment as may be required, from time to time, in order to receive the signals to be transmitted over the Modified Station.

H. Program Origination and Delivery. Lessee shall be solely responsible for the origination of any and all signals to be transmitted over the Modified Station and the delivery of such to the Modified Station, and shall bear all costs and expenses in connection therewith.

V. CHARGES

A. Commitment Fee. In consideration for Lessor's loss of opportunity and forbearance from dealing with others for service on the Station, Lessee shall pay to Lessor a Commitment Fee of [redacted]. A [redacted] cashiers check shall be paid within Three (3) days of the execution of this agreement. An additional [redacted] cashiers check shall be paid within Three (3) days of the construction of the Station.

B. Transmission Fee. Commencing on the Start Date and continuing thereafter for the term of this Agreement, Lessee shall pay to Lessor in consideration of the faithful performance by lessor of his obligations hereunder a monthly fee (the "Transmission Fee") equal to the number of Subscribers (as calculated in accordance with the formula below) during the month in question multiplied by [redacted] ($[redacted]). For purposes of computing the Transmission Fee due hereunder for any month, the number of subscribers receiving programming transmitted over the Modified Station shall be calculated as the number of such subscribers to Lessee's wireless cable business receiving programming over the Modified Station as of the last day of the prior month plus the number of such subscribers receiving programming transmitted over the Modified Station as of the last of the current month divided by two. Only subscribers who are current with respect to their payments shall be considered for this purpose; provided, however, that subscribers paying after the fact for a prior month or months shall be counted as subscribers for such month or months retroactively. In those situations where programming is sold in bulk for viewing at isolated locations in the same facility (this is, where a number of viewing units are grouped for billing purposes such as may be the case with hotels and condominiums) and Lessee's rates therefore are less than its prevailing monthly rate for the sale of Lessee's service to individual subscribers in the Market Area the number of subscribers from such bulk billing points shall be determined by dividing the total monthly revenues derived from the sale of Lessee's programming in said bulk billing divided by Lessee's then prevailing monthly rate for the sale of programming to individual subscribers.

C. Minimum Monthly Payments. Customer agrees to make minimum payments to carrier, commencing at the Start Date as follows:

1) Commencing at the start date, Lessee shall pay to Lessor a minimum of [redacted] per month.

2) Commencing twelve months after the start date, Lessee shall pay to Lessor a minimum of [redacted] per month.

3) Commencing twenty-four months after the start date, Lessee shall pay to Lessor a minimum of [redacted] per month.

D. Required Certificate and Payment Dates. Lessee shall, within thirty (30) days of the end of each calendar month after the Start Date, mail to Lessor by first class United States mail, postage prepaid, a certificate signed by an officer of Lessee showing the number of Subscribers served during said month, together with the Transmission Fee to be paid by Lessee hereunder for such month.

E. Right to Audit. For the purpose of permitted verification by Lessor of any payments due, Lessee shall keep and preserve for at least three (3) years a true and accurate record of all sales and business transacted during the term of this Agreement, including, without limitation, all invoices, correspondence, ledgers, financial and other records relating to its subscribers and billings. Lessor, his agents, employees, or representatives, shall have the right, upon seventy two (72) hours advance notice to Lessee, to examine all such books and records of Lessee at any reasonable time during business hours. If, as a result of Lessor's examination of such books and records, Lessor's accountants determine that any payment by Lessee was insufficient, Lessee agrees to pay to the deficiency within five (5) days of receiving notice from Lessor. If it is determined that Lessee has underpaid by five percent (5%) or more, then in addition to the payment of the deficiency, Lessee shall pay Lessor's cost of examining Lessee's books and records and an additional fee equal to ten percent (10%) of the amount of the deficiency. Lessor shall hold all information obtained from Lessee's records in confidence, except as may be necessary for the enforcement of his rights under this Agreement or except pursuant to any legal requirements.

F. Subscriber contracts. Lessor shall not interfere with the right of Lessee or its designee to lawfully modify, waive, rescind, terminate or cancel any and all services or contracts with Subscribers. In case any such services or contracts are modified, waived, rescinded, terminated or cancelled, Lessor shall not be entitled to any participation in revenues or claims whatsoever with respect to the unperformed portion of any such contract.

G. Proration of Fees. In the event that (i) the Start Date shall be date other than the first day of a calendar month, or (ii) this Agreement shall be terminated on a date other than the last day of a calendar month, then the Transmission Fee for such month shall be proportionately reduced.

H. Taxes. If federal, state, or local taxes (other than taxes on the income of lessee) are applicable, or become applicable to the services provided under this Agreement, it will be the responsibility of Lessor to pay such taxes and/or reimburse Lessee for its payment of such taxes.

I. Broker's Fees. Simultaneously with the Execution of this Agreement, Lessee shall pay to Suncoast Wireless Cable, 7800 113th Street North, Suite 201, Seminole, Florida 34642, ("Broker") a broker's fee in the amount of [redacted] in the form of a cashiers check in partial payment of Broker's services in introducing Lessee and Lessor and brokering this Agreement. An additional [redacted] shall be paid within Three (3) days of the construction of the Station.

VI. PROSECUTION OF APPLICATIONS AND PETITIONS

A. FCC Filings. Both parties shall diligently prepare, file and prosecute before the FCC all necessary or desirable petitions, waivers, applications and other related documents required to secure FCC approval of the matters addressed herein. Notwithstanding anything herein to the contrary, it is understood that no filing shall be made with the FCC with respect to the subject matter hereof unless both parties hereto shall have reviewed said document and shall have consented in advance to its submission.

B. Further Efforts. While this Agreement is in effect, Lessor shall use his best efforts to obtain and maintain in force all licenses, permits and authorizations required in connection with Lessee's use of the Modified Station hereunder, and shall file and prosecute all necessary applications for license renewal. Lessor shall also file such reasonable protests or other petitions to deny against applications of third parties for licenses as may be requested by Lessee. Lessor, if requested by Lessee, and to the extent requested, shall use his best efforts to prevent any unauthorized individual or entity from receiving the signals transmitted over the Modified Station, provided that all costs and expenses in connection therewith are paid by

Lessee. Lessor shall promptly notify Lessee of any event which may affect the licenses, permits, or authorizations for the Modified Station. Lessor shall fully cooperate with all reasonable requests of Lessee for assistance in the construction, operation and maintenance of any additional facilities which Lessee may desire in order to optimize its business within the city metropolitan area, provided that Lessee shall reimburse Lessor for all reasonable expenses incurred by Lessor in providing such assistance.

VII. REPRESENTATIONS AND WARRANTIES.

A. Lessee Representations and Warranties. In addition to representations and warranties set forth above, Lessee represents and warrants to Lessor that:

1. Organization. It is duly organized and existing under the laws of the state of its incorporation, is qualified to do business in the state in which the Modified Station will be located and has full power and authority to carry out all of the transactions contemplated hereby.

2. Authorization. All necessary actions on its parts to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder have been taken.

3. Compliance with Law. It is in compliance and shall comply with all laws, rules and regulations governing the business, ownership, and operation of the Modified Station. The carrying out of the provisions of this Agreement will not result in any violation or be in conflict with any judgement, decree, order, statute, rule or regulation of any governmental authority with jurisdiction over it.

4. No Violation. Neither the execution and delivery of this Agreement nor the performance of the transactions contemplated hereby constitutes or will constitute or will constitute a violation of, be in conflict with, constitute a default under, or be ultra vires as to, any term of provision of its articles of incorporation or other governing instruments or any agreement or commitment to which it is bound, or any judgement, decree, order, regulation or rule of any court or governmental authority, or any statute or law. Except for approval of the FCC, no consent of any federal, state or local authority is required in connection with the execution and delivery of this Agreement or any other agreements, certificates or instruments executed and delivered herewith or with the performance of the

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g or investigation. It has not been charged with,
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federal, state, local or other governmental
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red against and served upon it. There is no action,
or investigation pending or, to its best
threatened against it, nor are there questions or
that otherwise seek to prevent the consummation or
e of this Agreement.

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and warrants to Lessee that:

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all of the transactions contemplated hereby. All
actions on his part to authorize the execution and
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Lessee. Lessor shall promptly notify Lessee of any event which may affect the licenses, permits, or authorizations for the Modified Station. Lessor shall fully cooperate with all reasonable requests of Lessee for assistance in the construction, operation and maintenance of any additional facilities which Lessee may desire in order to optimize its business within the city metropolitan area, provided that Lessee shall reimburse Lessor for all reasonable expenses incurred by Lessor in providing such assistance.

VII. REPRESENTATIONS AND WARRANTIES.

A. Lessee Representations and Warranties. In addition to representations and warranties set forth above, Lessee represents and warrants to Lessor that:

1. Organization. It is duly organized and existing under the laws of the state of its incorporation, is qualified to do business in the state in which the Modified Station will be located and has full power and authority to carry out all of the transactions contemplated hereby.

2. Authorization. All necessary actions on its parts to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder have been taken.

3. Compliance with Law. It is in compliance and shall comply with all laws, rules and regulations governing the business, ownership, and operation of the Modified Station. The carrying out of the provisions of this Agreement will not result in any violation or be in conflict with any judgement, decree, order, statute, rule or regulation of any governmental authority with jurisdiction over it.

4. No Violation. Neither the execution and delivery of this Agreement nor the performance of the transactions contemplated hereby constitutes or will constitute or will constitute a violation of, be in conflict with, constitute a default under, or be ultra vires as to, any term of provision of its articles of incorporation or other governing instruments or any agreement or commitment to which it is bound, or any judgement, decree, order, regulation or rule of any court or governmental authority, or any statute or law. Except for approval of the FCC, no consent of any federal, state or local authority is required in connection with the execution and delivery of this Agreement or any other agreements, certificates or instruments executed and delivered herewith or with the performance of the

transactions contemplated hereby and thereby.

5. Litigation. There is no action, suit, proceeding or investigation pending or, to its best knowledge, threatened against it before any court, administrative agency or other governmental body relating in any way to the transactions contemplated by this Agreement, and it does not know of any valid basis for the commencement of any such action, proceeding or investigation. It has not been charged with, and, to its best knowledge, has not been under investigation with respect to any charge concerning, any material violation of any provision of any federal, state, or local law or of any administrative regulation. No unsatisfied judgement, order, writ, injunction, decree or assessment of any court or of any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality relating in any way to this Agreement has been entered against and served upon it. There is no action, proceeding or investigation pending or, to its best knowledge, threatened against it, nor are there questions or challenges that otherwise seek to prevent the consummation or performance of this Agreement.

B. Lessor Representations and Warranties. In addition to representations and warranties set forth above, Lessor represents and warrants to Lessee that:

1. Authorization. He has full power and authority to carry out all of the transactions contemplated hereby. All necessary actions on his part to authorize the execution and delivery of this Agreement and the performance of his obligations hereunder have been taken.

2. Compliance with Law. He is in compliance and shall comply with all laws, rules and regulations governing the business, ownership, and operation of the Modified Station. The carrying out of the provisions of this Agreement will no result in any violation or be in conflict with any judgement, decree, order, statute, rule or regulation of any governmental authority with jurisdiction over him.

3. No Violation. Neither the execution and delivery of this Agreement nor the performance of the transactions contemplated hereby, constitutes or will constitute a violation of, be in conflict with, constitute a default under, or be ultra vires as to, any term or provision of any agreement or commitment to which he is bound, or any judgement, decree, order, regulation or rule of any court or

governmental authority, or any statute or law. Except for approval of the FCC, no consent of any federal, state or local authority is required in connection with the execution and delivery of this Agreement or any other agreements, certificates or instruments executed and delivered herewith or with the performance of the transactions contemplated hereby and thereby.

4. Litigation. There is no action, suit, proceeding or investigation pending or, to his best knowledge, threatened against him before any court, administrative agency or other governmental body relating in any way to the transactions contemplated by this Agreement, and he does not know of anty valid basis for the commencement of any such action, proceeding or investigation. He has not been charged with and, to his best knowledge, has not been under investigation with respect to any charge concerning, any material violation of any provision of any federal, state, or local law or of any administrative regulation. No unsatisfied judgement, order, writ, injunction, decree or assessment of any court or of any federal, state, local, or other governmental department, commission, board, bureau, agency, or instrumentality relating in any way to this Agreement has been entered against and served upon him. There is no action, proceeding or investigation pending or, to his best knowledge, threatened against him, nor are there questions or challenges that otherwise seek to prevent the consummation or performance of this Agreement.

C. Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall not in any respect be limited or diminished by any past or future inspection, examination, or possession on the part of the parties or their representatives of any records, documents, information or properties. Such warranties and representations shall be deemed to be continuing during the term of this Agreement, and each party shall have the duty promptly to notify the other of any event or circumstance which might reasonably be deemed to constitute a breach of or lead to a breach of its warranties or representations hereunder.

D. Waiver. The express or implied waiver by either party of any breach of any representation or warranty or any failure to fulfill any condition, covenant or other obligation or liability under this Agreement shall not constitute a waiver of any other representation or warranty

or of any other failure in the future or in the past by the other party to fulfill such representation, warranty, condition, covenant, obligation or liability hereunder.

E. Indemnification. Each of Lessor and Lessee (as the case may be the ("Indemnitor") hereby covenants and agrees to, and shall, indemnify, defend and save harmless the other, its directors, officers, and employees, partners and affiliates and its respective successors or assigns (the "Indemnitees") from and against, and shall reimburse the Indemnitees on demand for any and all liabilities, losses, damages, claims, demands, actions, costs and expenses (including without limitations, reasonable court costs and attorney's fees) of whatsoever kind or nature, which any of the Indemnitees may suffer, sustain, incur, or put to, pay, expend or lay out by reason, by virtue or as a result of (i) each and every breach or default by the Indemnitor of any of its covenants, agreements, duties or obligations hereunder, or (ii) each and every breach or default of, or inaccuracy or omission in, any representation or warranty of it contained herein. In any case where indemnification is sought by the Indemnitees, the Indemnitees shall (1) notify Idemnitor as soon as reasonably practicable of any claim, litigation, or threatened claim or litigation, to which this indemnification relates, and (2) shall afford the Indemnitor the opportunity to participate in, and, at the option of the Indemnitor (subject to the approval of the Indemnitees) comprise, settle, defend or otherwise resolve the claim or litigation (and the Indemnitees shall not effect any such compromise or settlement without prior written consent of the Indemnitor).

VIII. TERMINATION

A. Termination by Reason of FCC Action. This Agreement shall be terminated immediately in the event that the FCC determines after grant of the Modification Application that Lessor is not authorized to operate the Modified Station as contemplated by this Agreement. Should such determination occur without either party having breached this Agreement, there shall be a final accounting of monies due under this Agreement and, when completed, there shall be no further liability of one party to the other.

B. Termination by Reason of Lessee Default or Non-Performance. This Agreement may be terminated at the option of Lessor without further notice if (i) Lessee fails to make a payment required by Section V and such breach continued uncured for a period of ten (10) consecutive days after

written notice of such breach; (ii) Lessee does not commence transmission over the Modified Station within two (2) months after the FCC grants the Modification Application; (iii) Lessee is in default under the site agreement and such default is not cured within the time allowed for cure in the site agreement, the site agreement is terminated before the expiration of the term of this Agreement, or Lessee's rights under the site agreement are restricted in any manner that materially affects its ability to perform this Agreement; (iv) Lessee commences any proceeding relating to its reorganization, dissolution or liquidation or shall discontinue business, become insolvent or at any time shall fail generally to pay its obligations as they fall due; (v) Lessee makes an assignment for the benefit of creditors or applies for or consents to the appointment of a receiver, trustee, or liquidator for all or substantially all of its assets; or (vi) any governmental agency or bankruptcy court or other court shall assume custody of the whole or any part of Lessee's assets.

C. Termination in Other Cases of Breach, Default, or Non-Performance. In all other cases not specifically provided for, this Agreement may be terminated by either party upon the breach of any material warranty or representation or the default or non-performance by the other party of its obligations under this Agreement if such breach, default, or non-performance continues uncured for a period of thirty (30) consecutive days after such other party's receipt of written notice thereof from the party giving such notice.

D. Effects of Termination. Termination of this Agreement shall not affect Lessee's obligation to pay any amounts due to Lessor accrued prior to the effective date of termination, nor shall any termination pursuant to Section VIII.B or VIII.C affect or diminish the rights or claims or remedies available to the non-defaulting party arising by reason of such breach, default or non-performance.

E. Continued Operations. Upon expiration or termination of this Agreement (except for termination resulting from Lessor's breach of this Agreement), Lessee shall promptly surrender control of and title to the equipment comprising and used exclusively with the Modified Station to Lessor free and clear of any and all liens, charges, security interests and encumbrances whatsoever and shall take such further steps as may be reasonably necessary to assure that there is no interruption in service by Lessor.

IX. INSURANCE

A. Policies Required. Lessee shall, at its own cost, maintain with sound and financially reputable insurers, insurance with respect to the Modified Station and Lessee's utilization of the Modified Station against casualty and other losses of the kinds customarily insured against by firms of established reputations engaged in the same or a similar line of business, of such types and in such amounts as are customarily carried under similar circumstances by such firms, including, without limitation:

1. "All-risk" property insurance covering the Modified Station to the extent of one hundred percent (100%) of its full replacement value without deduction for depreciation;

2. "All-risk" business interruption insurance and/or extra expense insurance covering Lessee's potential business losses in the event of casualty to the Modified Station.;

3. Comprehensive general public liability insurance covering liability resulting from Lessee's operation of the Modified Station on an occurrence basis having minimum limited of liability in an amount of not less than [redacted] for bodily injury, personal injury or death to any person or persons in any one occurrence, and not less than [redacted] in the aggregate for all such losses during each policy year, and not less than [redacted] with respect to damage to property;

4. All worker's compensation, automobile and similar insurance required by law;

5. Such additional or difference insurance as Lessor, in his reasonable business judgement, shall request as a result of changing conditions.

B. Insurance Policy Forms. All policies of insurance required by this Section shall, as appropriate, designate Lessor as either the insured party or as a named additional insured, shall be written as primary policies, not contributory with and not in excess of any coverage which Lessor shall carry, and shall contain a provision that the issuer give to Lessor thirty (30) days prior written notice of any cancellation or lapse of such insurance or of any change in the coverage thereof.

X. MISCELLANEOUS.

A. Assignments

1. Assignment of Authorization. Lessor may not assign or transfer his FCC authorization for the Modified Station during the term hereof unless the assignee agrees in writing to assume Lessor's obligations hereunder and unless Lessee gives its prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Lessor may assign his authorization for the Modified Station to any partnership or corporation in which he holds an equity interest without the prior consent of Lessee if that partnership or corporation agrees in writing to assume Lessor's obligations hereunder.

2. Assignment of Agreement. Except as set forth above, no party may assign or transfer its rights, benefits, duties or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may assign its rights, benefits, duties and obligations hereunder to a lender in connection with the financing of its wireless cable system without securing the prior written consent of Lessor.

B. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

C. Dealings with Third Parties. No party is, nor shall any party hold itself out to be, vested with any power or right to contractually bind, or act on behalf of any other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the lessor of the other party, or making any contractually binding representations as to the other party which shall be deemed representations contractually binding such party.

D. Due Authorization. Each of the Signatories personally represents and warrants that he is duly authorized to execute this Agreement on behalf of the party on whose behalf he purports to execute this Agreement.

E. Entire Agreement. This Agreement states the entire agreement as of this date between the parties with respect to the subject matter hereof and supersedes all pre-existing oral, letter, or other agreements or commitments with respect

thereto. This Agreement may be modified only by an agreement in writing executed by all of the parties hereto. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, subject, however, to the provisions hereof restricting assignment.

F. Force Majeure. If by reasons of force majeure either party is unable, in whole or in part, to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God, acts of public enemies, orders of any kind of the government of the United States of America or any of its departments, agencies, political subdivisions, or officials, or any civil or military authority; earthquakes; fires, hurricanes, volcanic activity, storms of extraordinary force, floods, washouts, droughts, civil disturbances, explosions, disruptions to the equipment manufacturing process, including labor strikes and lockouts, beyond the control of Lessee, the inability of the equipment manufacturer to deliver equipment ordered by Lessee in a timely manner due to reasons beyond the control of Lessee.

G. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Rhode Island.

H. Jurisdiction and Venue. In the event of any dispute between the parties regarding the rights and obligations of any party hereunder, any party shall have the right to sue the other party in state courts located in the state of Rhode Island. For any and all such purposes, the parties hereto hereby irrevocably submit to the jurisdiction of such courts waive all objections thereto (on the grounds of improper venue, forum non conveniens or otherwise), and agree that service of process upon each as provided in the section concerning Notices herein shall be effective to establish personal jurisdiction over it in such courts.

I. Headings. The headings herein are inserted for convenience only and shall not constitute a part of this Agreement.

J. Notices. Except as set forth above concerning the payment of Transmission Fees, all notices and documentation given under this Agreement shall be in writing and shall be deemed given the first weekday (excluding Federal holidays)

after being sent by Airborne Express, or by Federal Express, signature required, to the other party at the following address:

If to Lessee:

FRANK SIMEONE JR.
396 VEAZIE STREET
PROVIDENCE, RI 02904

If to Lessor:

Alice Twedt
701 Grant Street
Harvard, IL. 60033

or to such other address as any written notice to the other party designates.

K. Parties Defined. The parties to this Agreement shall include the parties identified at the head of this Agreement, or any corporation or other entity into or with which any of them be incorporated, merged or consolidated, or any corporation or entity which shall succeed to or acquire all or substantially all of the business and/or assets of any of them, as the case may be.

L. Specific Performance. The parties acknowledge and agree that the rights reserved to each of them hereunder are of a special, unique, unusual and extraordinary character, which gives them a particular value, the loss of which cannot be adequately or reasonably compensated for in damages in an action at law, and the breach by either of the parties of any of the provisions hereof will cause the other parties irreparable injury and damage. In such event, the non-defaulting party shall be entitled, as a matter of right, without further notice, to require of the defaulting party specific performance of all of the acts, services and undertakings required hereunder including the obtaining of all requisite authorizations to execute or perform this Agreement and to obtain injunctive and other equitable relief in any competent court to prevent the violation of any of the provisions hereof. Neither this provision nor any exercise by any party of rights to equitable relief or specific performance herein granted shall constitute a waiver of any other rights which it may have to damages or otherwise.

M. Time of Essence. Whenever this Agreement shall set forth any time for the performance of any act, such time shall be deemed of the essence.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

LESSOR

Alice Twardt

LESSEE

Frank Simeone Jr.

FRANK SIMEONE JR., PRES.

<u>Providence, RI</u>

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KNSC552

Licensed to Nextel

<u>Providence, RI</u>

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WNTI314

Licensed to Nextel

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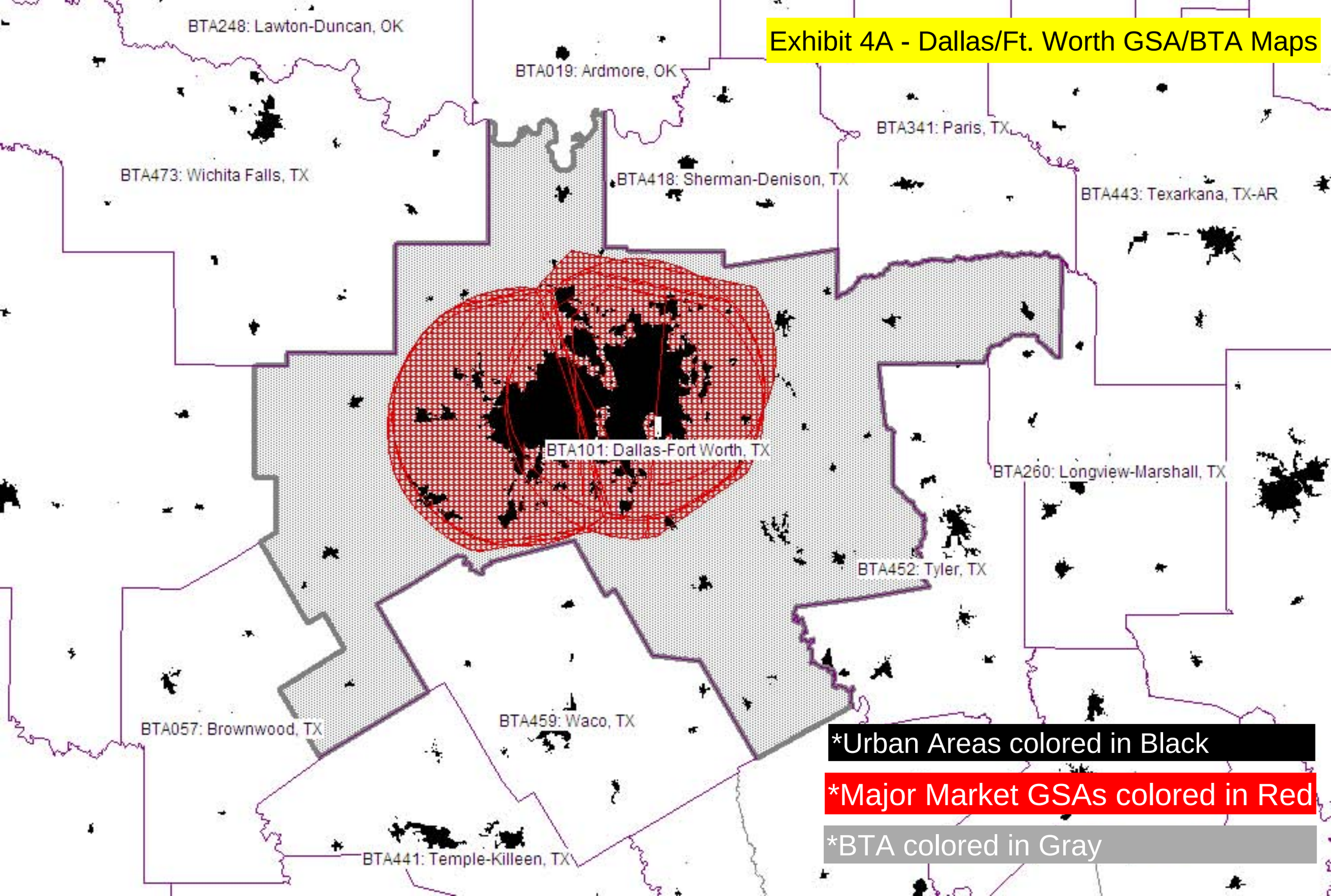
Exhibit 4

Exhibit 4A - Dallas/Ft. Worth GSA/BTA Maps



*Urban Areas colored in Black

*Major Market GSAs colored in Red

*BTA colored in Gray

Exhibit 4B-C Boston/Providence GSA/BTA Maps

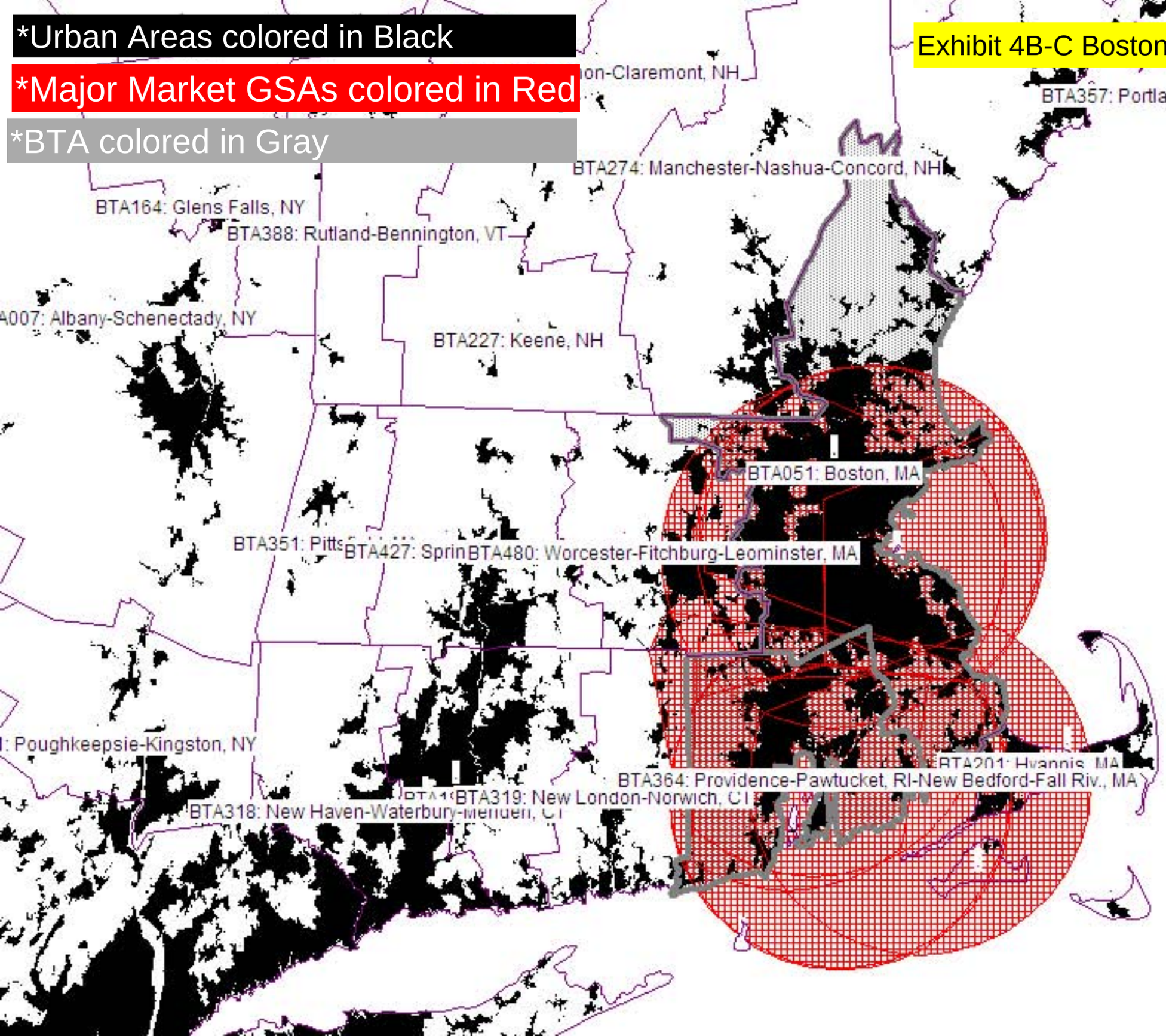


Exhibit D - Chicago GSA/BTA Map

*Urban Areas colored in Black

*Major Market GSAs colored in Red

*BTA colored in Gray

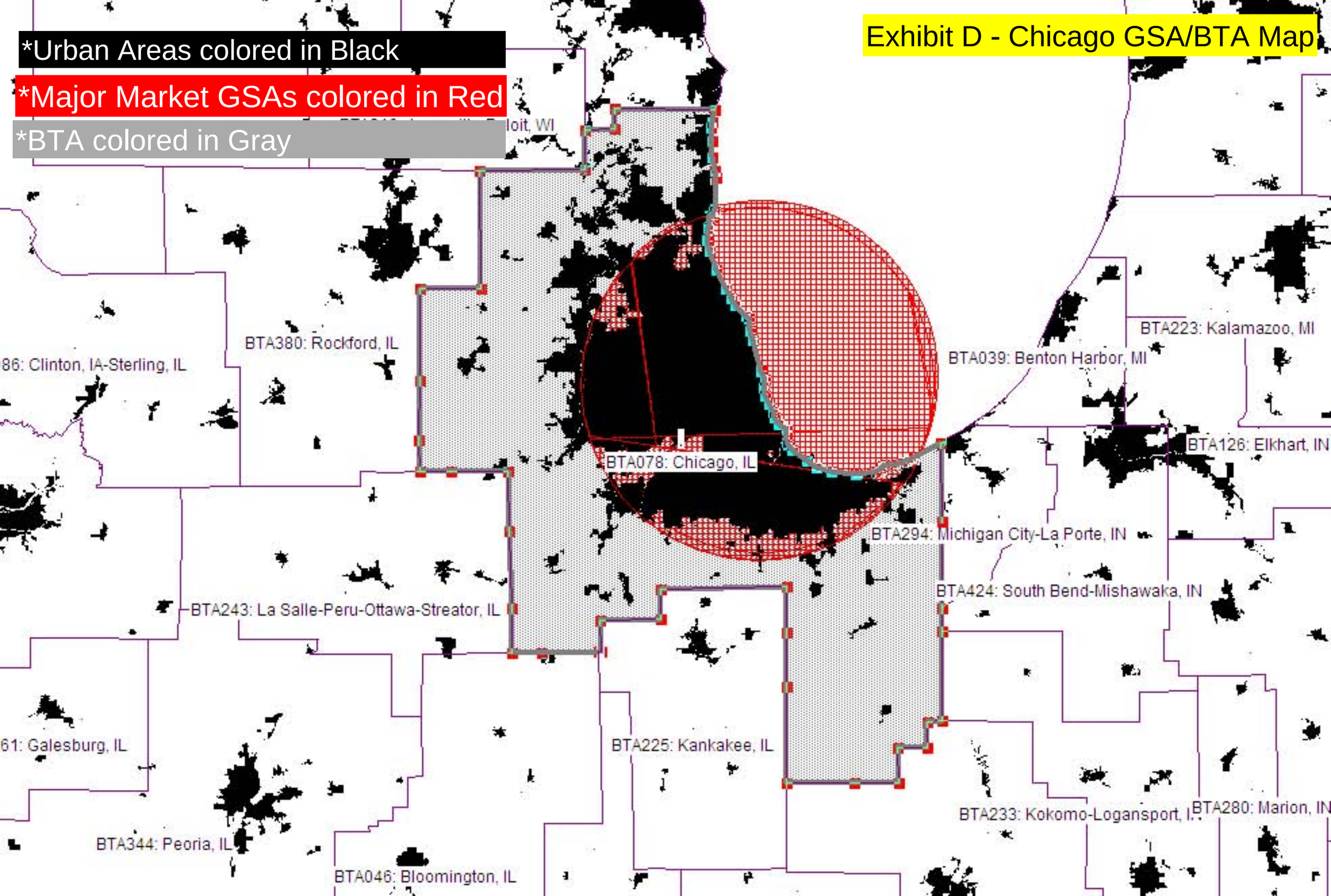
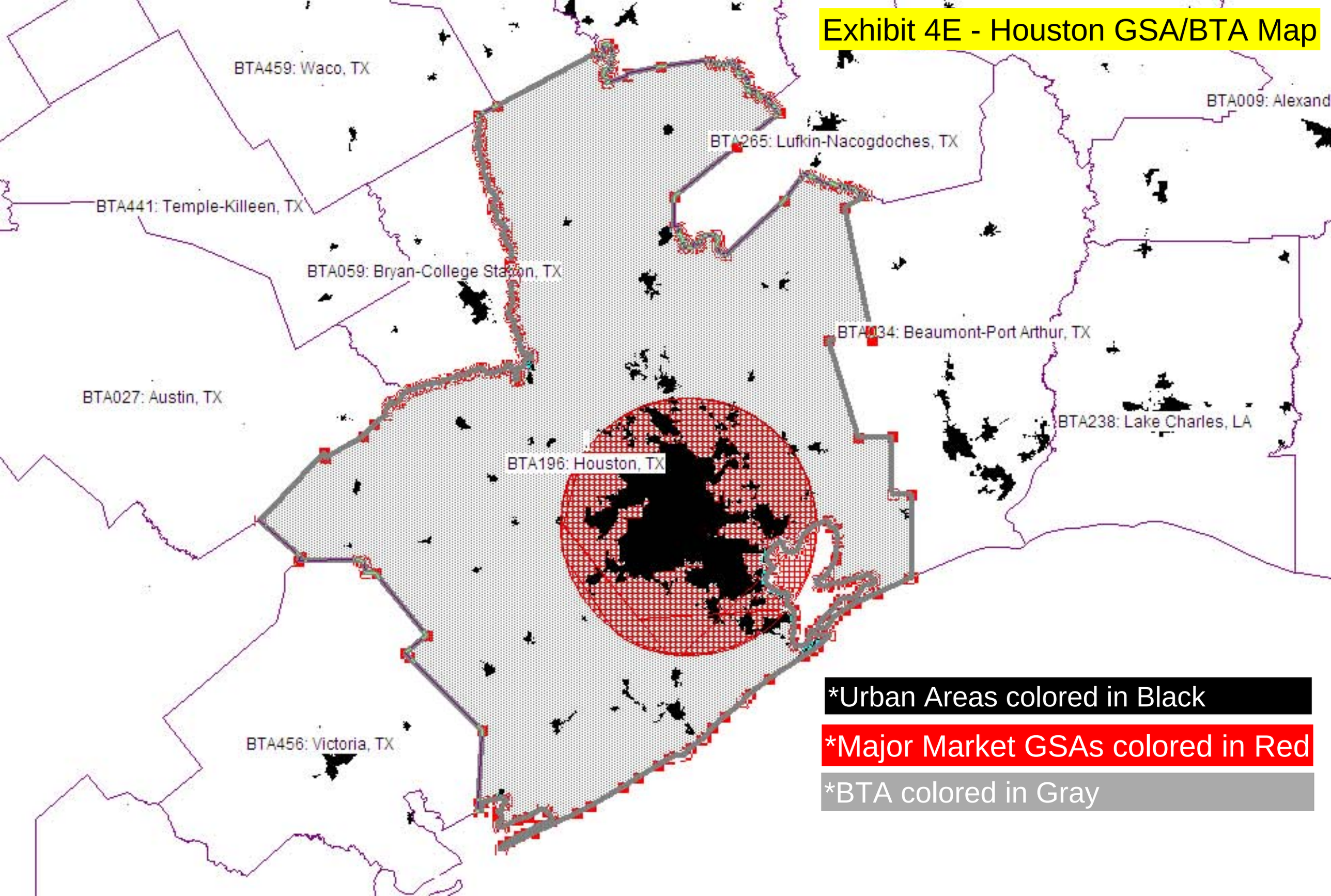


Exhibit 4E - Houston GSA/BTA Map

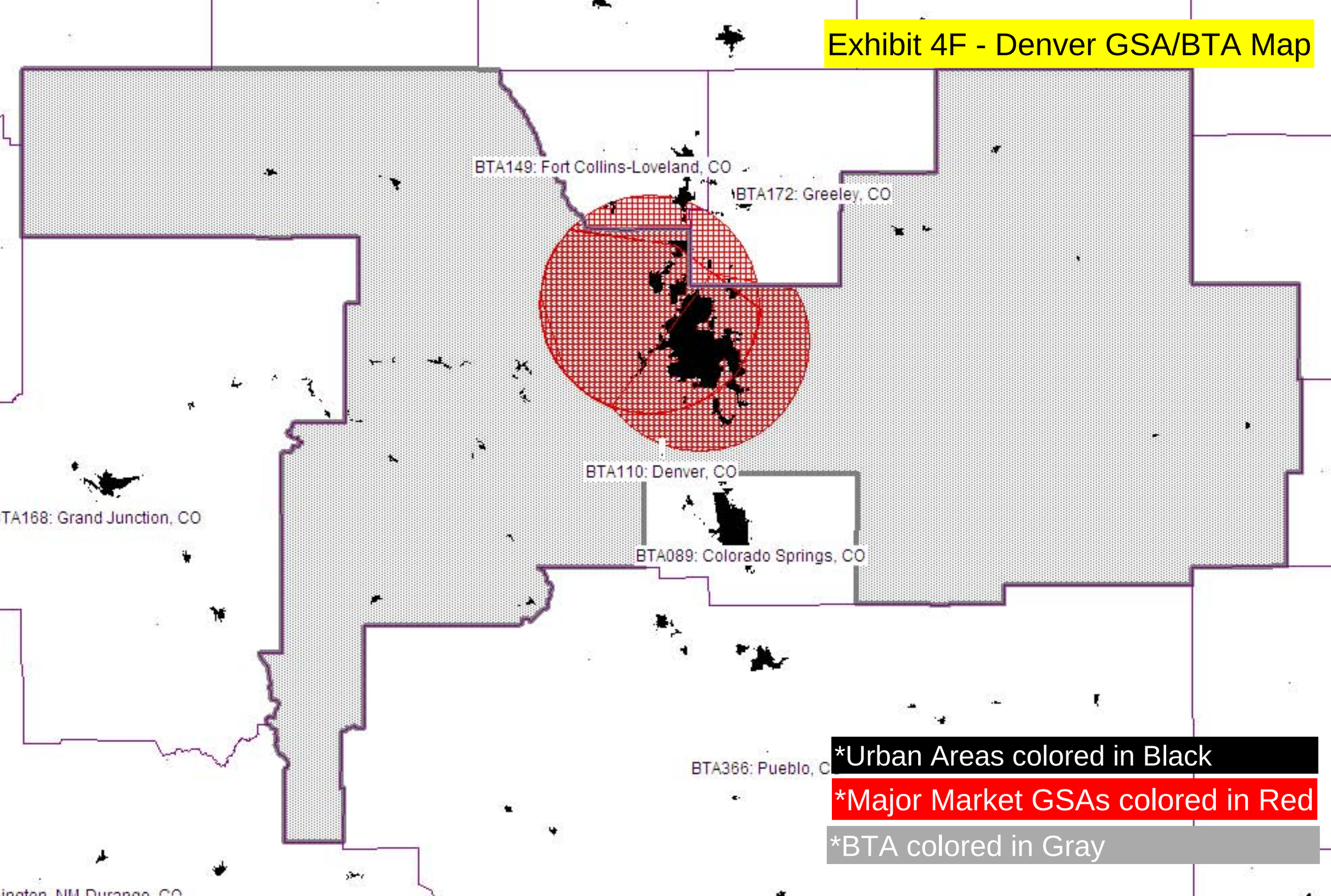


*Urban Areas colored in Black

*Major Market GSAs colored in Red

*BTA colored in Gray

Exhibit 4F - Denver GSA/BTA Map



*Urban Areas colored in Black

*Major Market GSAs colored in Red

*BTA colored in Gray

CTCNet

Exhibit 5

International Table[1]			United States Table		FCC Rule Part(s)
Region 1	Region 2	Region 3	Federal Government	Non-Federal Government	
2483.5-2500 FIXED MOBILE MOBILE-SATELLITE (space-to-Earth) S5.351A Radiolocation S5.150 S5.371 S5.397 S5.398 S5.399 S5.400 S5.402	2483.5-2500 FIXED MOBILE MOBILE-SATELLITE (space-to-Earth) S5.351A RADIOLOCATION RADIODETERMINATION-SATELLITE (space-to-Earth) S5.398 S5.150 S5.402	2483.5-2500 FIXED MOBILE MOBILE-SATELLITE (space-to-Earth) S5.351A RADIOLOCATION Radiodetermination-satellite (space-to-Earth) S5.398 S5.150 S5.400 S5.402	2483.5-2500 MOBILE-SATELLITE (space-to-Earth) US319 RADIODETERMINATION-SATELLITE (space-to-Earth) S5.398 S5.150 S5.402 US41	2483.5-2500 MOBILE-SATELLITE (space-to-Earth) US319 RADIODETERMINATION-SATELLITE (space-to-Earth) S5.398 S5.150 S5.402 US41 NG147	ISM Equipment (18) Satellite Communications (25) Private Land Mobile (90) Fixed Microwave (101)

[1] Region I includes Europe, Africa, ex USSR countries, Middle East (excluding Iran) and Mongolia. Region II includes North, Central, and South America, including Hawaii, Johnston and Midway Islands. Region III includes the rest of Asia and Oceana.

International Table[1]		United States Table		FCC Rule Part(s)
2500-2520 FIXED S5.409 S5.410 S5.411 MOBILE except aeronautical Mobile S5.384A MOBILE-SATELLITE (space-to-Earth) S5.403 S5.351A S5.405 S5.407 S5.412 S5.414	2500-2520 FIXED S5.409 S5.411 FIXED-SATELLITE (space-to-Earth) S5.415 MOBILE except aeronautical mobile S5.384A MOBILE-SATELLITE (space-to-Earth) S5.403 S5.351A S5.404 S5.407 S5.414 S5.415A	2500-2655	2500-2655 FIXED S5.409 S5.411 US205 FIXED-SATELLITE (space-to-Earth) NG102 MOBILE except aeronautical Mobile BROADCASTING- SATELLITE NG101	Domestic Public Fixed (21) Auxiliary Broadcasting (74)

International Table[1]			United States Table		FCC Rule Part(s)
2520-2655 FIXED S5.409 S5.410 S5.411 MOBILE except aeronautical Mobile S5.384A BROADCASTING- SATELLITE S5.413 S5.416	2520-2655 FIXED S5.409 S5.411 FIXED-SATELLITE (space-to-Earth) S5.415 MOBILE except aeronautical mobile S5.384A BROADCASTING- SATELLITE S5.413 S5.416	2520-2535 FIXED S5.409 S5.411 FIXED-SATELLITE (space-to-Earth) S5.415 MOBILE except aeronautical Mobile S5.384A BROADCASTING- SATELLITE S5.413 S5.416 S5.403 S5.415A			
S5.339 S5.403 S5.405 S5.412 S5.418	S5.339 S5.403	2535-2655 FIXED S5.409 S5.411 MOBILE except aeronautical Mobile S5.384A BROADCASTING- SATELLITE S5.413 S5.416 S5.339 S5.418	S5.339 US205 US269	S5.339 US269	
					Page 53

International Table[1]			United States Table		FCC Rule Part(s)
2655-2670 FIXED S5.409 S5.410 S5.411 MOBILE except aeronautical mobile S5.384A BROADCASTING SATELLITE S5.413 S5.416 Earth exploration- satellite (passive) Radio astronomy Space research (passive) S5.149 S5.412 S5.420	2655-2670 FIXED S5.409 S5.411 FIXED-SATELLITE (Earth-to-space) (space-to-Earth) S5.415 MOBILE except aeronautical mobile S5.384A BROADCASTING- SATELLITE S5.413 S5.416 Earth exploration- satellite (passive) Radio astronomy Space research (passive) S5.149 S5.420	2655-2670 FIXED S5.409 S5.411 FIXED-SATELLITE (Earth-to-space) S5.415 MOBILE except aeronautical mobile S5.384A BROADCASTING- SATELLITE S5.413 S5.416 Earth exploration- satellite (passive) Radio astronomy Space research (passive) S5.149 S5.420	2655-2690 Earth exploration- satellite (passive) Radio astronomy Space research (passive)	2655-2690 FIXED US205 FIXED-SATELLITE (Earth-to-space) NG102 MOBILE except aeronautical Mobile BROADCASTING- SATELLITE NG101 Earth exploration- satellite (passive) Radio astronomy Space research (passive)	Domestic Public Fixed (21) Auxiliary Broadcasting (74)

International Table[1]			United States Table		FCC Rule Part(s)
2670-2690 FIXED S5.409 S5.410 S5.411 MOBILE except aeronautical mobile S5.384A MOBILE- SATELLITE (Earth-to-space) S5.351A Earth exploration- satellite (passive) Radio astronomy Space research (passive) S5.149 S5.419 S5.420	2670-2690 FIXED S5.409 S5.411 FIXED-SATELLITE (Earth-to-space) (space-to-Earth) S5.415 MOBILE except aeronautical mobile S5.384A MOBILE- SATELLITE (Earth-to-space) S5.351A Earth exploration- satellite (passive) Radio astronomy Space research (passive) S5.149 S5.419 S5.420	2670-2690 FIXED S5.409 S5.411 FIXED-SATELLITE (Earth-to-space) S5.415 MOBILE except aeronautical mobile S5.384A MOBILE- SATELLITE (Earth-to-space) S5.351A Earth exploration- satellite (passive) Radio astronomy Space research (passive) S5.149 S5.419 S5.420 S5.420A	US205 US269	US269 NG47	

CERTIFICATE OF SERVICE

I, John Zoltner, hereby certify that copies of the foregoing Reply of Community Technology Centers' Network were served this 18th day of April, 2005 via first class mail of the United States Postal Service, unless otherwise noted, on the following parties:

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