

PETER HARMER

May 12, 2010

Jimmy Stobaugh
Telesarus Holdings
2649 Benvenue Avenue
Berkeley, California 94704

Dear Mr. Stobaugh,

Please accept this letter as my unconditional authorization to submit in any way to any party including but not limited to the Federal Communications Commission (FCC) information that I am able to provide at any time from whatever source available to me concerning the activities and business dealings of Donald R. DePriest, Sandra DePriest and John Reardon.

Information that has or might be furnished to you is being supplied by me voluntarily, without coercion and without remuneration of any kind. Further, information that has or will be provided has been submitted to you under penalty of perjury and will be accompanied by my statement to that effect and will be truthful and accurate to the best of my knowledge.

I understand and accept that information that I might be able to submit to you might become part of the public domain and might be requested under the Freedom of Information Act and might be disclosed in any FCC decision or action involving your business activity.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Peter Harmer

Peter Harmer
PO Box 159341
Nashville, Tennessee 37215

Phone/Fax: (615) 567 6069
Mobile : (615) 962 2145
Email: psrharmer@aol.com

PETER STUART RICHARD HARMER

P.O. Box 159341
Nashville, Tennessee 37215
Telephone: (615) 962 2145
E-mail: psrharmer@aol.com

PROFESSIONAL EXPERIENCE

Consultant

January, 1988 – present

Assist non-competitive ventures on marketing opportunities in international markets including:

gBk Consultants Limited, London, England

Founding member of cross-jurisdictional company engaged in promoting exports, trade and investment with European Union and Near East companies.

GMT, London, England

Founding member of company to provide national photo ID card system in the UK that had multimodal capability employing finger printing, facial mapping and iris scanning with secure wireless information transmission technology.

Corporate Realty Advisors, Inc., Nashville

Director of Marketing and founding member of company that developed computer software to monitor and analyze real estate holdings of multi-location businesses.

Lloyd's of London, London, England

Underwriting Member (Name)

Vereins-und Westbank AG, Hamburg, Germany

Vice President – Marketing. Assisted in the opening of the Atlanta office and introduced the largest regional bank in Northern Germany with assets in excess of \$9 Billion to the Southeastern US wholesale corporate market promoting exports.

Consultant

Tennessee Valley Authority, Knoxville, Tennessee

Served as the first international marketing representative of the largest Federally-owned multi-resource utility in the Nation under a personal services contract. Developed the Agency's first international marketing program. Promoted foreign reverse investment in the 7 state Tennessee River Valley region.

United American Bank, Knoxville, Tennessee

Developed business relationships between members of various National pavilions and exhibitors and the Bank during the 1981 Knoxville World's Fair.

Pan East International N.V., Paris, France

Served as international financial trade consultant with former Vice President of the United States in New York and Paris with company engaged in supplying military uniforms to Saudi Arabia under government contract. Negotiated letter of credit facilities with major international banks in New York and Paris; handled purchase and sale of foreign exchange; negotiated terms of payment with suppliers in Far East, Europe and the United States.

State of Tennessee, Nashville, Tennessee

Director of International Marketing. Appointed by Governor Lamar Alexander to head the International Division of the Tennessee Department of Economic and Community Development. Developed a program for attracting foreign capital investment for the State.

Third National Bank in Nashville, Nashville, Tennessee

Vice President - Organized Bank's international department and offshore branch in the Cayman Islands. Supervised direct foreign loans; managed Euro-currency deposits; traveled extensively to Canada, Central and South America, Europe and the Middle and Far East to supervise corporate and correspondent bank relationships.

PROFESSIONAL ACTIVITIES

- **December, 1988** – Participated in the sponsorship and organization of the **Sixth Annual Report of the Secretaries of State of the United States** in Nashville that included Dean Rusk (1961–1969), William Rogers (1969 – 1973), Henry Kissinger (1973 – 1977), Cyrus Vance (1977 – 1980), and Edmund Muskie (1980) conducted by the **Southern Center for International Studies**, Atlanta, Georgia
- **April, 1982** - First Place for three successive years (1980, 1981, 1982) American Institute of Banking Public Speaking Contest
- **December, 1981** - Re-appointed to **District Export Expansion Council** by U.S. Secretary of Commerce, Malcolm Baldrige
- **April, 1978** - Appointed to **District Export Expansion Council** by U.S. Secretary of Commerce, Juanita Kreps
- **September, 1974** - Invited to participate in the **Foreign Study Seminar** sponsored by the American Bankers Association in London, England; Munich, Germany; and Vienna, Austria
- **June, 1974** - Represented the United States at the **International Banking Summer School**, Helsinki, Finland
- **July, 1973** - **School for International Banking**, University of Colorado, Boulder, Colorado
- **March, 1972** - Appointed to **Regional Export Expansion Council** by U.S. Secretary of Commerce, Peter Peterson
- **1970 to 1979** - Taught “**International Banking**” to members of the Nashville chapter of the American Institute of Banking

EDUCATION

Vanderbilt University
Nashville, Tennessee - **Bachelor of Arts**

Choate School
Wallingford, Connecticut

Le Rosey
Rolle, Switzerland

Buckley School
New, York, New York

PERSONAL

- Born in **New York, New York**
- Maintain dual nationality in the **United States** and **United Kingdom - European Community**
- Speak fluent French.

IN THE CHANCERY COURT OF LOWNDES COUNTY, MISSISSIPPI

OLIVER L. PHILLIPS, JR.

PLAINTIFF

VS.

CAUSE NO. 2010.0097

MARITIME COMMUNICATIONS/LAND MOBILE, LLC; COMMUNICATIONS INVESTMENTS, INC.; AND DONALD R. DEPRIEST, INDIVIDUALLY, AND IN HIS CAPACITY AS MANAGER OF MARITIME COMMUNICATIONS/LAND MOBILE, LLC

FILED
FEB 25 2010

Chancery Clerk
Chancery Clerk

DEFENDANTS

COMPLAINT FOR SPECIFIC PERFORMANCE

COMES NOW Plaintiff, Oliver L. Phillips, Jr. ("Phillips"), by and through counsel, and files this his complaint against Maritime Communications/Land Mobile, LLC ("Maritime/Land Mobile"), Communications Investments, Inc. ("Communications Investments"), and Donald R. DePriest, individually, and as Manager of Maritime Communications/Land Mobile, LLC ("DePriest"), Defendants, and in support hereof would show unto the Court the following:

PARTIES

1. The Plaintiff is an adult resident citizen of Lowndes County, Mississippi.
2. Defendant, Maritime Communications/Land Mobile, LLC is a Delaware limited liability company, and can be served with process through its registered agent, Corporation Service Company, at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
3. Defendant, Communications Investments is a Mississippi corporation organized and existing under the laws of the State of Mississippi, and can be served with process through its

Sept 20, 2005 is the day before MCLM's payment date for its fraudulent high bids in Auction 61. (Fraudulent due to reasons entirely demonstrated since 2005, only now overwhelming evidence. Fraud against a Federal agency, especially to get Federal property, is a crime not simply violation of FCC rules and the Communications Act.)

registered agent, Sandra F. DePriest, at 206 8th Street North, P. O. Box 1076, Columbus, Mississippi 39701.

4. Defendant, Donald R. DePriest, is an adult resident of Lowndes County, Mississippi, and may be served with process at 510 North Seventh Street, Columbus, Mississippi 39701.

GENERAL STATEMENTS OF FACT

5. On September 20, 2005, Maritime/Land Mobile issued a Warrant to a group of individuals composed of Phillips, Bart Wise, James L. Teel, Si Thomas and Russell Kyle ("the group"), for the purchase of 20 units of Maritime Communications/Land Mobile, LLC at a purchase price of \$1.00 per unit. Pursuant to the terms of the Warrant, the 20 units were to be divided based upon each individual's percentage of contribution to "the MC group" note dated September 20, 2005. A copy of the Warrant is attached hereto as **Exhibit "A."**

6. Pursuant to the terms of the Warrant as issued, and on behalf of the group, Phillips, through his attorney, gave notice on March 5, 2007, by certified mail, that the group desired to exercise its right of purchase and at that time tendered the sum of \$20.00 as the purchase price in accord with the terms of the Warrant, and requested that Defendant take immediate action to have the 20 units transferred as follows:

- Oliver L. Phillips, Jr. - 5.43 units
- James L. Teel - 5.43 units
- Bart Wise - 2.71 units
- Si Thomas and Russel Kyle jointly - 6.43 units.

A copy of the March 5, 2007, correspondence is attached hereto as **Exhibit "B."**

7. This notice was sent to DePriest, who executed the Warrant on behalf of Maritime/Land Mobile. The actual ownership structure of Maritime/Land Mobile is unclear, as it

This Group is an affiliate. See related documents presented at this time, and in past filings. These are not straight-debt providers, but investors that Depriest relies on, and that have as shown here rights related to MCLM's "licenses" = affiliates under FCC rules.

The warrants were issued in relation to the \$700,000+ loan, given at a critical date (that is, in a time of special leverage) not for the \$20 nominal consideration. More below.

cannot be determined whether DePriest executed the Warrant as a manager for Maritime/Land Mobile or if he executed the Warrant on behalf of Communication Investments, which apparently purports to be a General Partner of Maritime/Land Mobile. As evidenced by the Warrant attached hereto as Exhibit "A," DePriest executed the Warrant as follows:

Communications Investments, Inc.
General Partner,
Maritime Communications/Land Mobile, LLC
By: _____
Donald R. DePriest, Manager

8. Since providing the notice to exercise the Warrant, Phillips has received no response from the Defendants. On June 17, 2009, counsel for Phillips wrote DePriest's attorneys again requesting confirmation that the 20 units of Maritime/Land Mobile had been transferred as requested, and further requested that if they had not been transferred, that they be immediately transferred with confirming documents forwarded to counsel for Phillips. A copy of the June 17, 2009, letter is attached hereto as **Exhibit "C."**

9. To date, despite multiple requests from Phillips, Defendants have failed and/or refused to take the appropriate action to have the Maritime/Land Mobile units transferred to Phillips as he requested.

**COUNT I
BREACH OF CONTRACT**

10. Phillips re-alleges and incorporates by reference all the allegations in paragraphs 1 through 9 as if fully set forth herein.

11. The Defendants have breached and/or caused to be breached the Warrant agreement attached to the Complaint as Exhibit "A," and Phillips respectfully requests that Defendants be required to specifically perform pursuant to the terms of the Warrant.

**COUNT II
CONVERSION**

12. Phillips re-alleges and incorporates by reference the allegations in paragraph 1 through 11 as if fully set forth herein.

13. Upon information and belief, DePriest, individually, or in his capacity as Manager of Maritime/Land Mobile, has derived proceeds, benefits and/or distributions from the Maritime/Land Mobile units which were to be transferred to Phillips pursuant to the Warrant.

14. DePriest's actions constitute conversion and/or misappropriation.

15. As a direct result of said wrongful conversion and/or misappropriation, Phillips has incurred damages in an amount to be determined at trial.

16. DePriest, individually or in his capacity as Manager for Maritime/Land Mobile, is liable to Phillips for any and all damages caused by his conversion and/or misappropriation of the subject units.

**COUNT III
BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING**

17. Phillips re-alleges and incorporates by reference all the allegations in paragraphs 1 through 16 as if fully set forth herein.

18. In all contracts, including the aforementioned Warrant, there is an implied covenant of good faith and fair dealing.

19. The Defendant's actions, in failing to comply with the terms of the Warrant, constitute a violation of the Covenant of Good Faith and Fair Dealing.

20. As a direct, proximate and foreseeable result of the aforesaid breach of the implied covenant of good faith and fair dealing, Phillips has been damaged and is entitled to specific performance and/or to damages in an amount to be proved at trial.

COUNT IV QUANTUM MERUIT

21. Plaintiff re-alleges and incorporates by reference the allegations in paragraph 1 through 20 as if fully set forth herein.

22. The Defendants have enjoyed the use and benefit of the Maritime/Land Mobile units that are the subject of this litigation, as well as any proceeds, benefits or distributions derived from those units without compensating Phillips. This has resulted in the Defendants' unjust enrichment.

23. In order to compensate Phillips for his losses and to avoid unjust enrichment of the Defendants, Phillips is entitled to a transfer of 5.43 units of Maritime/Land Mobile, and for damages related to proceeds, benefits or distributions derived from these units by the Defendants.

COUNT V INTENTIONAL AND/OR NEGLIGENT MISREPRESENTATION

24. Phillips re-alleges and incorporates by reference the allegations in paragraphs 1 through 23 as if fully set forth herein.

25. In order to induce Phillips into loaning Maritime/Land Mobile money, the Defendants made express and/or implied representations to Phillips regarding the transfer of Maritime/Land Mobile units.

26. The Defendants' representations were false and were made knowingly and intentionally to defraud Phillips, or were made with reckless disregard as to the truth or falsity of such representations.

27. In the alternative, said representations as set forth above were false and were made by Defendants without due care as to truth or falsity of such representations.

28. The Defendants knew or should have known that Phillips would rely on the representations, and Phillips did, in fact, reasonably rely on the Defendants' representations to his detriment.

29. As a direct, proximate and foreseeable result of the Defendants' fraudulent conduct and misrepresentations, Phillips has been damaged and is entitled to damages in an amount to be proved at trial.

PRAYER FOR RELIEF

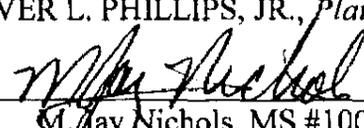
WHEREFORE, PREMISES CONSIDERED, Phillips prays that the Court enter a judgment as follows:

- A. For all damages incurred by Phillips as a result of the Defendants' breach of the Warrant agreement and other wrongful conduct in an amount to be determined at trial, plus interest at the maximum rate permitted by law;
- B. That the Defendants be required to specifically perform the Warrant agreement;
- C. For any sums which would constitute unjust enrichment received by the Defendants as a result of their wrongful conduct;
- D. For any and all costs and expenses incurred by Phillips in connection with this actions, including reasonable attorney's fees; and

E. For such other and further relief as this Court may deem just and proper.

Respectfully submitted, this the 25th day of February, 2010.

OLIVER L. PHILLIPS, JR., *Plaintiff*

BY: 

M. Jay Nichols, MS #10066

Attorney for Plaintiff

OF COUNSEL:

Aubrey E. Nichols, MB #3842

Will T. Cooper, MB # 9588

Nichols, Crowell, Gillis, Cooper & Amos, PLLC

Post Office Box 1827

Columbus, MS 39703

Phone: (662) 243-7330

Fax: (662) 328-6890

jnichols@nicholscrowell.com

WARRANT

This Warrant is issued from Maritime Communications/Land Mobile LLC, ("MC/LMLLC") a Delaware Limited Liability Company to a group of individuals, The Maritime Communications Group ("The MC Group") composed of Oliver L. Phillips, Jr., Bart Wise, James L. Teel, Si Thomas and Russell Kyle.

WHEREAS, the parties hereto, pursuant to a transaction, have agreed that "MC/LMLLC" is providing this Warrant to "The MC Group" to purchase 20 of 1,000 Units authorized and to be issued from said company at \$1.00 per Unit. This Warrant may be exercised at any time up to October 1, 2007 and must be exercised prior to filing of any documents related to an Initial Public Offering.

The exercise of this Warrant is to be at a cost of \$20.00 for the 20 Units divided upon percentage of contribution to "The MC Group" Note dated September 20, 2005.

It is understood that the Warrants are granted so that members of "The MC Group" will have pro rata rights to the 20 Units.

Witness our signatures, this the 20th day of September, 2005.

Communications Investments, Inc.
General Partner,
Maritime Communications/Land Mobile, LLC

By: *Donald R. DePriest*
Donald R. DePriest, Manager

"The Maritime Communications Group"

By: *Oliver L. Phillips, Jr.*
Oliver L. Phillips, Group Representative

County of Lowndes |
 |
State of Mississippi |

Personally appeared before me, the undersigned notary public in and for the said state and county aforesaid, DONALD R. DEPRIEST and OLIVER L. PHILLIPS, JR., who acknowledged before me that they signed the above and foregoing Warrant on the day and year and for the purposes there mentioned.

Given under my hand and official seal on the 20th of September, 2005.

Belinda W. Hudson
Notary Public, Belinda W. Hudson

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Jan 4, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS



GHOLSON, HICKS & NICHOLS

A PROFESSIONAL ASSOCIATION

Attorneys at Law

AmSouth Bank, Third Floor
710 Main Street
Columbus, MS 39701
Telephone: (662) 243-7300
Fax (662) 327-6217

HUNTER M. GHOLSON *
DEWITT T. HICKS, JR.
AUBREY E. NICHOLS
JOHN W. CROWELL **
J. GORDON FLOWERS
KATHERINE S. KERBY
DAVID B. JOLLY
WILLIAM F. GILLIS
P. NELSON SMITH, JR.
MARC D. AMOS
WILLIAM T. COOPER
M. JAY NICHOLS
SCOTT F. SINGLEY ***
ELLEN A. BLACK
KRISTEN E. WOOD

* Also admitted in District of Columbia
** Also admitted in Arkansas
*** Also admitted in Alabama

MAILING ADDRESS:
P.O. Box 1111
Columbus, MS 39703-1111

March 5, 2007

Certified Mail - Return Receipt Requested

Maritime Communications/Land Mobile, LLC
Attn: Donald R. DePriest, Manager
Post Office Box 1076
Columbus, MS 39703

Re: Warrant to Purchase 20 Units of Maritime Communications/Land Mobile, LLC

Dear Mr. DePriest:

I represent Oliver Phillips of Columbus, Mississippi. On September 20, 2005, Maritime Communications/Land Mobile, LLC issued its Warrant to the Maritime Communications group composed of Oliver L. Phillips, Jr., Bart Wise, James L. Teel, Si Thomas, and Russel Kyle, for the purchase of 20 units of Maritime Communications/Land Mobile, LLC at a purchase price of \$1.00 per unit. A copy of the Warrant is attached hereto for reference purposes.

Pursuant to the terms of the Warrant as issued, and on behalf of the Maritime Communications Group, I am hereby giving notice that the Maritime Communications Group desires to exercise its right of purchase, and I am tendering herewith the sum of \$20.00 as the purchase price in accord with the terms of the Warrant.

Furthermore, consistent with the provisions of the Warrant agreement, the units should be issued on a prorata basis as follows:



NICHOLS, CROWELL, GILLIS, COOPER & AMOS, PLLC

Attorneys At Law

Regions Bank, Third Floor
710 Main Street
P.O. Box 1827
Columbus, MS 39703-1827
Telephone: (662) 243-7443
Fax: (662) 328-6890

June 17, 2009

Aubrey E. Nichols
John W. Crowell*
William F. Gillis
Marc D. Amos
William T. Cooper
M. Jay Nichols
Kristen W. Williams
*Also admitted to practice in Arkansas

Ernest G. Taylor, Esq.
Balch & Bingham
401 E. Capitol St., Ste. 200
Jackson, MS 39225

Re: Warrant to Purchase Maritime Communications/Land Mobile, LLC

Dear Ernest:

Pursuant to the attached letter and Warrant, on or about March 5, 2007, Oliver Phillips provided Donald R. DePriest, as Manager for Maritime Communications/Land Mobile, LLC, notice of his desire to exercise his right to purchase 5.43 units of Maritime Communications/Land Mobile, LLC consistent with his percentage of contribution to the Maritime Communications Group ("the MC Group") promissory note in the amount of \$737,000 dated September 20, 2005.

In fact, Mr. Phillips provided notice to DePriest on behalf of the entire MC Group of the group's desire to exercise its right to purchase the 20 units referenced in the Warrant, and tendered with said notice the sum of \$20.00 in accord with the terms of the Warrant. Consistent with the provisions of the Warrant agreement, Phillips requested that the units be issued to the MC Group on the following prorata basis:

Oliver L. Phillips, Jr. - 5.43 units
James L. Teel - 5.43 units
Bart Wise - 2.71 units
Si Thomas and Russel Kyle, jointly - 6.43 units

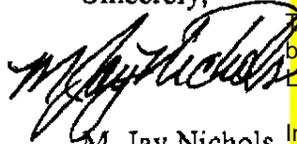


Ernest G. Taylor, Esq.
June 17, 2009
Page 2

Since providing this notice to Mr. DePriest, Phillips has had no response. Accordingly, please confirm that the 20 units of Maritime Communications/Land Mobile, LLC have been transferred as indicated above. If the units have not been transferred as indicated above, please do so immediately and forward all confirming documents to me. If Maritime Communications has not received its license yet, then please confirm and/or have Mr. DePriest confirm that the interest represented above will be delivered pursuant to and consistent with the terms of the Warrant as soon as the license is received.

I look forward to hearing from you.

Sincerely,



M. Jay Nichols

Enclosures

cc: Donald Alan Windham, Jr.
Mr. Oliver L. Phillips, Jr.

MJN:ja
File No. 25,091-007

N.B.: MCLM was formed, by its own statements to the FCC, to obtain the Mobex AMTS licenses then to get geographic AMTS licenses.

The loan for which these warrants were granted was made the day before MCLM has to pay the FCC for the geographic licenses.

That was then held up due to the petition to deny filed by Intelligent Transportation... and AMTS Consortium LLC.

In late 2006, the FCC-- deliberately ignoring clear evidence of fraud and disqualification of MCLM and the Depriests (who were backed by major Republicans at the time, who also controlled the FCC)-- granted to MCLM its "license" for the geographic AMTS spectrum from Auction 61.

It appears that these warrants were not to be fulfilled-- the holders to not get the MCLM "units" or "interest" described above, until the FCC licenses were issued. (Continued below left.)

(Continued.) Why? It appears the reason is so that MCLM would not have to disclose this ownership and with it, the affiliation with this group, and with that... the trail continues. While holding these warrants was disclosable due to this group being an affiliate (as FCC rules define), MCLM- Depriest appeared to believe it could better deny that, if caught, by the condition noted above.

See the pages above: there is tellingly no description of what percent in MCLM these units are. Depriest and this group are experienced investors with legal counsel also. They knew what ownership this was of course, but do not state in the documents. Why-- apparently since it is a controlling interest, or an amount that provides for a Director seat, or at least an amount that would clearly show affiliation. Again why the above noted condition to wait until the "coast was clear" as to the FCC license issuances.

Either Depriest actually did not tell Oliver and his attorney that the FCC issued "the license" in late 2006, or they knew that but were acting here as if they did not know it, to not be implicated. We do not suggest a position in that regard to Oliver: he certainly had extensive complaints against Depriest in his major case he won in the MS State Chancery Court in 2009 for over \$12 million, which suggests Depriest misled him extensively for years, and thus perhaps also in the case of these MCLM warrants.

In any case, this document clearly suggests a hidden "real deal" in terms of the loan being on the eve of the required payment after Auction 61, the ownership of the units not being stated (a number of "units" mean nothing by themselves), and the fact note above the units would not be issued until "the license" was received.