EXHIBIT 12

Universal Licensing System

0003581575 - NRTC, LLC

Administration

File Number	0003581575	Application Status	Q - Accepted
Application Purpose	LN - New Lease	Classification of Lease	Spectrum Manager

General Information

Mode	Interactive	PFR Status	
Change Type	Minor	Overall Change Type	

John Reardon signs as Chief Executive Officer on this application.

Licensee Signature

Signature Information	John S Reardon	Title	Chief Executive Officer

Lessee Signature

Signature Information	E. J Harvey	Title	Vice President - Business Operations

Comments

Description	Date
None	

History

Date	Event
10/29/2008	Action PN Generated
10/25/2008	Application Accepted
10/24/2008	Redlight Review Completed

All History (7)

Attachments

Type	Description	Date Entered
Other	Public Interest Statement	09/15/2008

Pleadings

Pleading Type	Description	Date Entered
None		

Letters

Letters Type	Description	Date Entered
None		

Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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Universal Licensing System

0003834236 - Pinnacle Wireless, Inc.

Administration

File Number	0003834236	Application Status	Q - Accepted
Application Purpose	LN - New Lease	Classification of Lease	Spectrum Manager

General Information

Mode	Interactive	PFR Status	
Change Type	Minor	Overall Change Type	

John Reardon signed this application as President and CEO

Licensee Signature

Signature Information	John S Reardon	Title	President & CEO

Lessee Signature

Signature Information	Michael Hayford	Title	Authorized Employee

Comments

Description	Date
None	

History

Date	Event
06/10/2009	Action PN Generated
06/06/2009	Application Accepted
06/05/2009	Redlight Review Completed

All History (7)

Attachments

Type	Description	Date Entered

Other	Public Interest Statement	05/11/2009

Pleadings

Pleading Type	Description	Date Entered
Pleading - Reply	Reply to Opposition to Recon	08/04/2009
Pleading - Opposition	Opposition to Petition for Reconsideration	07/23/2009
Pleading - Petition for Reconsideration	petition recon or request under 1.41	07/10/2009

All Pleading (4)

Letters

Letters Type	Description	Date Entered
None		

Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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Universal Licensing System

Public Coast Stations, Auctioned - 0003772497 - Maritime Communications/Land Mobile, LLC

Administration

File Number	0003772497	Radio Service	PC - Public Coast Stations, Auctioned
Call Sign	WQGF316	Application Status	2 - Pending

General Information

Mode	Interactive	PFR Status	
VEC/Coordinator/COLEM			
Auction ID	61 - AMTS	Source	
Change Type	Minor	Overall Change Type	

John Reardon signed this application as President and CEO

Signature

Signature Information	John S Reardon	Title	President & CEO

Comments

Description	Date
None	

History

Date	Event
03/31/2009	Redlight Review Completed
03/25/2009	Accepted for Filing PN Generated
03/24/2009	Payment Confirmed

All History (7)

Attachments

Type	Description	Date Entered
Other	Television Station Notified	03/13/2009
Other	Interference Protection Plan	03/13/2009
Other	Engineering Report	03/13/2009

All Attachments (4)

Pleadings

Pleading Type	Description	Date Entered
Pleading - Petition to Deny	Supplement to, Presentation in, Petition to Deny	12/16/2009
Pleading - Reply	Notice re: Ex Parte Presentation	12/15/2009
Pleading - Reply	Reply- response to Big Rivers' 11.19.09 letter pleading	11/28/2009

All Pleading (10)

Letters

Letters Type	Description	Date Entered
None		

Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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Universal Licensing System

0003388394 - EnCana Oil & Gas (USA), Inc.

Administration

File Number	0003388394	Application Status	2 - Pending
Application Purpose	AM - Amendment	Classification of Lease	Spectrum Manager

General Information

Mode	Interactive	PFR Status	
Change Type	Minor	Overall Change Type	Minor

John Reardon signed this application as Chief Executive Officer

Licensee Signature

Signature Information	John S Reardon	Title	Chief Executive Officer

Lessee Signature

Signature Information	Dean Purcelli	Title	Vice President

Comments

Description	Date
None	

History

Date	Event
06/11/2009	Offlined for Review of Bidding Credits
06/11/2009	Redlight Review Completed
06/10/2009	Amendment Received

All History (9)

Attachments

Type	Description	Date Entered
Other	Public Interest Statement	07/25/2008
Other	Explanation of Amendment	07/25/2008

Pleadings

Pleading Type	Description	Date Entered
None		

Letters

Letters Type	Description	Date Entered
None		

Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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Universal Licensing System

0003767487 - Big Rivers Electric Corporation

Administration

File Number	0003767487	Application Status	2 - Pending

General Information

Mode	Interactive	PFR Status	
VEC/Coordinator/COLEM			
Auction ID	61 - AMTS	Source	
Change Type		Overall Change Type	

John Reardon signed this application as President and CEO.

Assignor Signature

Signature Information	John S Reardon	Title	President & CEO

Assignee Signature

Signature Information	Randall E Hooper	Title	Authorized Employee

Comments

Description	Date
None	

History

Date	Event
02/18/2010	GAP Period Begins
02/17/2010	Action PN Generated
11/05/2009	GAP Period Begins

All History (16)

Attachments

Type	Description	Date Entered
Waiver	Waiver Request	03/13/2009
Other	Confidentiality Request	03/13/2009
Other	Explanation and Public Interest Statement	03/11/2009

All Attachments (5)

Pleadings

Pleading Type	Description	Date Entered
Pleading - Reply	Letter to Scot Stone 2/05/2010	02/05/2010
Pleading - Petition to Deny	Supplement to, Presentation in, Petition to Deny	12/16/2009
Pleading - Reply	Notice re: Ex Parte Presentation	12/15/2009

All Pleading (15)

Letters

Letters Type	Description	Date Entered
None		

Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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USAC
Universal Service Administrative Company

Jeffrey A. Mitchell
Associate General Counsel

Office of General Counsel

BY ELECTRONIC AND CERTIFIED MAIL

June 30, 2006

Dennis C. Brown, Esq.
8124 Cooke Court, Suite 201
Manassas, VA 20109

Re: Demand for Refund
Waterway Communications System, LLC (Filer ID: 808786)
Mobex Network Services, LLC (Filer ID: 822896)

Dear Mr. Brown:

I am responding to your letter of May 8, 2006, on behalf of Waterway Communications System, LLC (Watercom) and Mobex Network Services, LLC (Mobex) demanding the refund of contributions to the federal Universal Service Fund (USF) made by Watercom and Mobex's during the years 2001 through 2004. Your letter indicated Watercom and Mobex at all relevant times have been exclusively providers of "Maritime Radio Services." You further stated your belief that "the [Federal Communications] Commission [(FCC or Commission)] has excluded providers of the services of Maritime Service Stations from any requirement to contribute to the [USF]."

In order to adequately respond to your claim that Watercom and Mobex were and are exempt from the USF contribution obligation, we will need you to provide further information regarding revenue associated with the services provided by Watercom and Mobex during the years 2000 through 2004 (the "Services"). Accordingly, at your earliest convenience, please respond to the following questions which are based on revenue information previously reported to USAC and certified by officers of Watercom and Mobex:[1]

- Please provide a reasonably detailed description of the Services.
- Between 2001 and 2004, Watercom and Mobex reported approximatel[redacted] of their revenues on FCC Form 499-A Line 413, "Operator Assistance" and Line

[1] *See* 47 C.F.R. § 54.711(a) ("An executive officer of the contributor must certify to the truth and accuracy of historical data included in the Telecommunications Reporting Worksheet [(FCC Form 499-A)] . . . . [USAC] may verify any information contained in the Telecommunications Reporting Worksheet. Contributors shall maintain records and documentation to justify information reported in the Telecommunications Reporting Worksheet . . . for three years and shall provide such records and documentation to [USAC] upon request.")

414, "Ordinary Long Distance." Please explain whether revenues reported on these lines are associated with traffic that originated from, traversed, or was terminated to the Public Switched Telephone Network (PSTN).

- With respect to customers associated with revenues reported in Lines 413 and 414, please provide a customer list, explain the billing process, and provide examples of the invoices used to bill such customers.[2]

- Between 2001 and 2004, Watercom and Mobex reported approximately [redacted] on FCC Form 499-A Line 403 which includes "Surcharges or other amounts on bills identified as recovering State or Federal universal service contributions."
  - Please provide a detailed explanation regarding the nature of revenue amounts reported by Watercom and Mobex on Line 403.
  - Why did Mobex report [redacted] in Line 403 on the 2005 FCC Form 499-A?
  - In the event Watercom/Mobex received a refund of USF contributions, please address whether Watercom/Mobex would attempt to refund any amounts that may have been collected from end-user customers for the express purpose of recovering USF contributions.

- Watercom and Mobex reported revenue as [redacted] interstate revenue on the 2001 through 2004 and 2006 Form 499-A filings. Why for the 2005 FCC Form 499-A did Mobex [redacted]?

- MOBEX Communications, Inc. is the holding company for six companies with active Form 499 Filer Identification Numbers (Filer IDs) that have not filed Form 499s since 2003.[3] Please explain.

---

[2] USAC is obligated by law to maintain the confidentiality of any information you provide. *See* 47 C.F.R. § 54.711(b) ("[USAC] shall keep confidential all data obtained from contributors, shall not use such data except for purposes of administering the universal service support programs, and shall not disclose such data in company-specific form unless directed to do so by the Commission.").

[3] MOBEX Midwest, Inc. (Filer ID 811331); MOBEX Texas, Inc. (Filer ID 811696); MOBEX South Carolina, Inc. (Filer ID 811698); MOBEX North Carolina, Inc. (Filer ID 811699); MOBEX Idaho, Inc. (Filer ID 811700); MOBEX Holding, Inc. (Filer ID 820900).

We look forward to your timely responses. Please do not hesitate to call if you have questions. Thank you.

Mr. Mitchell's letter copies John Reardon as President of MCLM. Mr. Mitchell must have communications with MCLM that show that MCLM represented Mr. Reardon as its President, including the email that he sent Mr. Reardon with this

Sincerely,

/s/

Jeffrey Mitchell
Associate General Counsel

cc John Reardon, President, Maritime Communications/Land Mobile, LLC (via electronic mail)

Maritime Communications/Land Mobile, LLC

August 14, 2006

Jeffrey A. Mitchell
Associate General Counsel
Universal Service Administrative Company
2000 L Street, N.W., Suite 200
Washington, DC 20036

Re: Letter of June 30, 2006

Dear Jeff,

Thanks for your letter of June 30th. Over the past weeks, I have worked with our personnel in our network operations center to gather information to respond to you request; I hope this response is helpful.

While I note from the outset that, as you informed us, filers need only retain records for the past three years, your request covers the past six years. Therefore, it's hopefully understandable that some of the data may be incomplete or offsite in storage from the years 2000 through 2003.

Regardless of how much was billed and paid to USF by Watercom and its parent, Mobex Communications, the fact remains that *these amounts were paid to USF* and should not have been. Thus, we believe that our central premise renders irrelevant much of the data which USF requested: operators of Automated Maritime Telecommunications Systems are specifically authorized under 47 C.F.R. Part 80 as providers of Maritime radio service. As Maritime licensees, they are exempt from USF contribution requirements.

However, in the spirit of cooperation and providing as much information as we can for you, we have prepared the following responses. To assist you, the responses below are organized in the same sequence as the questions posed in your letter.

Item One. Description of Services.

Watercom provides Maritime Communications Services to the towboat and barge industry. Based out of Jeffersonville, Indiana, and situated along the Ohio River, Watercom's network operations center is the hub of the over 4,000 mile long Watercom Maritime Communications system.

Watercom provides ship to shore and shore to ship communications including data, fax, and interconnected calling. Operators of vessels have a pilot's cabin atop which is normally mounted an antenna to receive and send signals.

218 North Lee Street Suite 318 Alexandria, Virginia 22314 703.778.6555 office 703.548.4399 fax www.mclmllc.com

Within the pilot-house is the Watercom receiver and transmitter. This equipment typically resides in the electronics room of the vessel, and is vibration resistant. For the user, the experience is like a normal telephone or fax machine: they see a desktop-type phone with a dial pad and an adjacent fax machine.

When calls are made to or from the vessel, the call goes out to the nearest Watercom site location along the Ohio and Mississippi River System. That call then is routed through the PSTN to its final destination. If the vessel operator needs assistance, he contacts Watercom operator assistance in Jeffersonville at the NOC.

To send a fax, the operator simply dials the number and sends, like a regular office environment fax. This type of automated maritime connectivity allows vessels to keep moving on the river. They can fax ahead to the next port of call to order supplies, repairs or personnel changes. The crew can phone loved ones at home. The captain can report on his location. The Watercom system was designed specifically for use above maritime vessels and provides user-friendly capabilities which pocket cellular phones cannot.

In the event of emergency, the Watercom system allows communication to shore-based authorities. Working on the water is very hazardous, and this is an excellent tool where cellular phones do not always work.

Mobex Communications purchased Watercom in September 2000. Mobex also acquired Regionet, a company with limited operations using Automated Maritime Telecommunications System Licenses on the East Coast and West Coast. Regionet offered similar services, i.e. voice, fax and two way communications, but had only a few dozen customers and little revenue. The previous owners were not terribly successful in selling service to anyone, Jeff. Nonetheless, this minimal Regionet service revenue was included in the USF filings and remains part of the Maritime Services under which Mobex operated its Automated Maritime Telecommunications Services.

As part of the FCC's requirements for Part 80 AMTS licenses like this, a system must be capable of being interconnected to the PSTN in order to fulfill the automated portion of the FCC's rules for AMTS. Mobex has performed that, even where customers no longer demanded interconnection, the capability exists within every system.

In sum, the service and revenue are Maritime-centric. Attached is a document which further details how calls were made on the Watercom system, and includes diagrams of the calling process.

Item Two: Line 413 Operator Assistance and Line 414 Long Distance.

The FCC's rules state that AMTS licenses must provide the capability of interconnection to maritime users. Watercom did just that in the period 2000-2004, when these rules existed. Revenues which were reported on Lines 413 and Line 414 were derived from the provision of Maritime radio communications service. We terminated calls to our

mobile subscribers which originated on the Public Switched Telephone Network. The PSTN terminated calls which were originated by our mobile subscribers. Calls from one of our subscribers' mobiles to another of our subscribers' mobiles transited the PSTN.

You asked for a customer list, attached is a customer list from 2002. You will see that for the period in question, i.e. 2000-2004, Watercom serviced about 90% of the towboat and barge industry on the Mississippi River, its tributaries (like the Ohio and Illinois) and along the Gulf of Mexico shoreline. Petrochemicals, grain, bauxite, coal, gravel, sand and other basic commodities are moved over this inland waterway system, from Pittsburgh and Minneapolis in the North down through St. Louis to New Orleans in the South, and along the Gulf of Mexico coastline from the Florida panhandle to the Brownsville border of Texas. Watercom allows vessels to move throughout this vast area and communicate with the shore and with each other.

The billing process was based on a mixture of flat rate pricing for airtime in the case of [redacted] the largest user, and airtime billing for others, like [redacted] USF and other taxes would be added to the invoices and clearly labeled as such. Attached is a sample invoice. Please keep customer information confidential, as you indicated you would in your letter. Our customers appreciate having their cost and service level records kept confidential from their competitors in the towboat and barge industry.

Item Three

You requested information on Form 403 responses, including the nature of revenue amounts. You also wondered why Mobex charged [redacted] in 2005 for USF. That is because mobile satellite companies took the majority of the Watercom business in the years 2004 and early 2005. Mobex pulled down most of its interconnection POTS lines and restricted services to cut costs. Mobex billed customers a flat rate, and [redacted] USF. Instead, Mobex realized that its revenue was *de minimus* under any USF standards and that customers [redacted] interconnected. This view has been justified by the resultant refund of monies which Mobex paid into USF in 2005, despite not collecting from the end user for those taxes. Again, Mobex now recognizes that it should never have needed to pay USF fees, or charge customers, because those fees were not due and payable by Part 80 licensees like Mobex.

You also ask whether Mobex would contact customers and inform them of the refund so they may collect their pro rated share. It is my understanding from discussing this with Dave Predmore, Mobex's current chief officer, that Mobex would indeed contact customers and invite them to submit a refund request. Mobex would ask them to submit invoices from the relevant period of time in which they are requesting a refund. This is mainly due to the fact that not all records have been retained by Mobex for the billing periods of 2000-2002. Again, USAC rules seem to support the fact that operators do not need to keep records indefinitely. Nonetheless, we know who the customers were and would contact them.. Mobex and MCLM would be pleased to provide upon request a copy to USAC of each letter sent and any responses received, as well as refunds paid.

Item Four

Mobex Communications sold the assets of those six entities in November 2001 to CTA, LLC, an unrelated third party based out of Ft. Wayne, Indiana. Those six Mobex legal entities have been dissolved, with the exception of Mobex South Carolina, which is itself an empty shell corporation with no assets. Mobex will take any proper action to inform USAC officially so that these entities are removed from its database.

* * * *

Jeff, I hope this information is helpful. If you have additional questions, I suggest we follow up with a meeting to go over any other items of inquiry you may have. If so, please let me know if you are available for lunch sometime, I am based in Alexandria and could meet you near your offices.

Best,

John Reardon
President
MCLM, LLC

John Reardon signs this as MCLM's President and the letter is on MCLM letterhead and addressed to Mr. Mitchell at the FCC and it copies Dennis Brown. This 2006 letter was not corrected with the FCC by either Mr. Reardon or Mr. Brown. The FCC should determine if Mr. Mitchell met Mr. Reardon for lunch and if sowhat was discussed during that lunch.

Cc: Dennis C. Brown, Esq.

REDACTED COPY

PARTITIONED LICENSE PURCHASE AGREEMENT

BY AND BETWEEN

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

AND

BIG RIVERS ELECTRIC CORPORATION

Dated as of February 16, 2009

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REDACTED COPY

PARTITIONED LICENSE PURCHASE AGREEMENT

This PARTITIONED LICENSE PURCHASE AGREEMENT (this "***Agreement***") is entered into as of this 16th day of February, 2009 (the "***Effective Date***"), by and between Maritime Communications/Land Mobile, LLC, 6200 Hwy. 62 East, Bldg. 2501 Suite 875, Jeffersonville, Indiana 47103 ("***Seller***") and Big Rivers Electric Corporation, 201 Third Street, P.O. Box 24, Henderson, Kentucky 42419 ("***Buyer***").

WHEREAS, Seller has acquired the authorization of the Federal Communications Commission to construct and operate a wireless telecommunications system using the Automated Maritime Telecommunications System ("***AMTS***") spectrum described on Exhibit A hereto (the "***License***"); WHEREAS, Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase from Seller, the portion of the License covering the geographic area and spectrum, by way of partial assignment of the License as described in Exhibit A hereto (the "***Partitioned License***") on the terms and subject to the conditions set forth herein;

WHEREAS, Buyer desires to utilize the Partitioned License to construct and operate an efficient and effective communications system to provide essential support to its electric utility operations throughout its service area;

WHEREAS, Buyer requires waivers of FCC rules that govern operations of licenses on AMTS spectrum, and clearance from the FCC to operate within the service contour of a broadcast television station, to permit construction and operation of its planned system under the Partitioned License; and

WHEREAS, the Transaction would not fulfill the business objectives of Buyer without such waivers and clearance.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement. When a reference is made in this Agreement to an Article or a Section,

reference shall be to an Article or a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Whenever the word "herein" or "hereof" is used in this Agreement, it shall be deemed to refer to this Agreement taken as a whole and not to a particular Article or Section of this Agreement unless expressly stated otherwise.

"***Adjusted Purchase Price***" shall have the meaning set forth in Section 2.2 of this Agreement.

"***Affiliate***" with respect to any Person means any other Person which controls, is controlled by, or is under common control with, such first-named Person, whether as a result of the ownership of voting securities, by contract or otherwise.

"***Agreement***" shall have the meaning set forth in the Preamble to this Agreement.

"***Ancillary Document***" shall have the meaning set forth in Section 4.2 of this Agreement.

"***Arbitration Notice***" shall have the meaning set forth in Section 11.3(c)(i) of this Agreement.

"***Assignment***" shall have the meaning set forth in Section 3.2(c) of this Agreement.

"***Business Day***" means any day, other than a Saturday or Sunday or a day on which banking institutions in New York, New York are required or appointed to be closed.

"***Buyer***" shall have the meaning set forth in the Preamble to this Agreement.

"***Cancellation Filings***" shall have the meaning set forth in Section 6.2(b)(v) of this Agreement.

"***Claimant***" shall have the meaning set forth in Section 10.4(a) of this Agreement.

"***Closing***" means the consummation of the transactions contemplated by this Agreement as more particularly defined in Section 3.1 of this Agreement.

"***Closing Date***" shall have the meaning set forth in Section 3.1 of this Agreement.

"***Communications Act***" shall have the meaning set forth in Section 4.5(d) of this Agreement.

"***Consents***" shall have the meaning set forth in Section 6.2(a) of this Agreement.

"***Court Order***" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal and any award in any arbitration proceeding.

"***Defaults***" shall have the meaning set forth in Section 4.3 of this Agreement.

"***Deposit Account***" shall have the meaning set forth in Section 2.3 of this Agreement.

"***Deposit Amount***" shall have the meaning set forth in Section 2.3 of this Agreement.

"***Deposit Fund***" shall have the meaning set forth in Section 2.3 of this Agreement.

"***Deposit Fund Escrow Agreement***" shall have the meaning set forth in Section 2.3 of this Agreement.

"***Effective Date***" shall have the meaning set forth in the Preamble to this Agreement.

"***Encumbrance***" means any lien, claim, charge, security interest, mortgage, pledge, easement, right of first offer or first refusal, conditional sale or other title retention agreement, defect in title, covenant or other restriction of any kind.

"***Encumbrance Releases***" shall have the meaning set forth in Section 6.4 of this Agreement.

"***Expenses***" means any fees or expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against under Article 10 of this Agreement (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

"***FCC***" means the Federal Communications Commission, including the Commission itself or a delegated authority of the Commission.

"***FCC Partitioned License Application***" shall have the meaning set forth in Section 6.2(b).

"***FCC Partitioned License Consent***" means the consent of the FCC, either by the Commission itself or pursuant to a delegated authority of the Commission, to the partial assignment of the License as proposed in the FCC Partitioned License Application, including the grant by the FCC of the FCC Waiver as proposed in the FCC Waiver Request, in each case (A) without the imposition of any material adverse condition, limitation, or restriction (as determined in the sole reasonable discretion of Buyer), (B) as effective under law and the regulations governing the FCC, (C) subject to the requirement that any condition of approval requiring payment of any Unjust Enrichment Payments has been satisfied by the payment by Seller of such fee(s), and (D) as to which no stay of the FCC or any court of the action is in effect.

"***FCC Seller License Modification Applications***" means the modification application(s) to modify Seller's License to allow for the Seller License Modification, such applications to include the FCC Seller License Modification Application Materials.

"***FCC Seller License Modification Applications Materials***" means the materials attached hereto as Exhibit D. "***FCC Seller License Modification Consents***" means the consent of the FCC, either by the Commission itself or pursuant to a delegated authority of the Commission, to

the FCC Seller License Modification Applications (i) without the imposition of any material adverse condition, limitation, or restriction (as determined in the sole discretion of Buyer), and (ii) as effective under law and the regulations governing the FCC, and (iii) as to which no stay of the FCC or any court is in effect.

"***FCC Waiver***" means a waiver of FCC rules and regulations with the effect of permitting the Partitioned License to be used exclusively for land mobile operations in accordance with operational and engineering standards generally applicable to land mobile operations under Part 90 of the FCC's regulations (except with respect to certain interference standards contained in Part 80 of the FCC's rules addressing potential interference with broadcast television).

"***FCC Waiver Request***" means a request for the FCC Waiver, such request substantially in the form attached hereto as Exhibit C.

"***Final Order***" means actions by a regulatory authority that are effective under law and regulations governing such regulatory authority and as to which (i) no request for stay by such authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) no petition for rehearing or reconsideration of the action is pending before such authority, and the time for filing any such petition has passed; (iii) such authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (iv) no appeal to a court, or request for stay by a court, of such authority's action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

"***Governmental Authority***" means any foreign, federal, state, local or other governmental authority or regulatory body.

"***Incumbent Licenses***" shall have the meaning set forth Section 6.2(b)(v) of this Agreement.

"***Indemnifying Party***" shall have the meaning set forth in Section 10.4(a) of this Agreement.

"***Law***" means (i) any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority, or (ii) common law.

"***License***" shall have the meaning set forth in the Recitals to this Agreement.

"***Liquidated Damages Amount***" shall have the meaning set forth in Section 11.3(a) of this Agreement.

"***Losses***" means any loss, cost, obligation, liability, settlement payment, award, judgment, fine, penalty, damage, expense, deficiency or other charge.

"***Partitioned License***" shall have the meaning set forth in the Recitals to this Agreement.

"***Person***" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or entity or Governmental Authority.

"***Post-Closing Claims***" means all liabilities and obligations arising out of or relating to the Partitioned License related solely to the period from and after the Closing.

"***Pre-Closing Claims***" means all liabilities and obligations arising out of or relating to the Partitioned License other than the Post-Closing Claims.

"***Purchase Price***" shall have the meaning set forth in Section 2.2 of this Agreement.

"***Representatives***" shall have the meaning set forth in Section 12.1 of this Agreement.

"***Seller***" shall have the meaning set forth in the Preamble to this Agreement.

"***Seller License Modification***" means the modification to Seller's License necessary to implement Buyer's network in compliance with 47 C.F.R. §80.215(h).

"***Transaction***" shall have the meaning set forth in Section 2.1 to this Agreement.

"***Transaction Reversal Agreement***" means the agreement attached hereto as Exhibit B.

"***Unjust Enrichment Payments***" means any unjust enrichment payment that may be due as a result of the Transaction pursuant to 47 C.F.R. §1.2111 or incurred pursuant to the FCC Partitioned License Consent or Final Order or other FCC rules and regulations, and/or a Court Order, and any other costs or expenses incurred in connection with such unjust enrichment payment.

ARTICLE 2

PURCHASE AND SALE

2.1. Purchase of Partitioned License. On the Closing Date, upon the terms and subject to the representations, warranties, covenants, agreements and conditions of this Agreement, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, the Partitioned License free and clear of all Encumbrances (the "***Transaction***").

2.2. Purchase Price. The purchase price for the Partitioned License shall be an aggregate of [redacted] (the "***Purchase Price***"). In satisfaction of the Purchase Price and subject to Article 8 hereof, at the Closing, Buyer shall pay to Seller in cash by wire transfer of immediately available funds an amount equal to the Purchase Price minus an amount equal to the Deposit Fund (such amount, the "***Adjusted Purchase Price***").

2.3. Deposit Escrow. Buyer has deposited [redacted] of the Purchase Price (the "***Deposit Amount***") in a joint, interest-bearing account with Seller (the "***Deposit Account***") pursuant to that certain Escrow Agreement, dated October 14, 2008, by and among Buyer, Seller,

and Old National Wealth Management, which is attached hereto as Exhibit C ("***Deposit Fund Escrow Agreement***"). The Deposit Amount plus all interest and income earned in respect thereof are herein referred to collectively as the "***Deposit Fund***". The Deposit Fund shall be released from the Deposit Account pursuant to the terms of the Deposit Fund Escrow Agreement.

2.4. Unjust Enrichment Payment. [redacted] shall be responsible for the payment of any Unjust Enrichment Payments that may be due as a result of the Transaction and any amounts due for Unjust Enrichment Payments, or costs and fees associated therewith, [redacted]

2.5. Assumed Liabilities. Buyer shall not assume, or otherwise be responsible for, any liabilities, obligations or indebtedness of Seller or any of its Affiliates or shareholders, whether direct or indirect, liquidated or unliquidated, known or unknown, whether accrued, absolute, contingent, matured, unmatured or otherwise, and whether arising out of occurrences prior to, at or after the date hereof, including, but not limited to any Unjust Enrichment Payments.

ARTICLE 3

CLOSING

3.1. Closing. Subject to the fulfillment or waiver of the parties' respective conditions to closing set forth in Articles 8 and 9, the closing of the sale and purchase of the Partitioned License (the "***Closing***") shall occur at the offices of Hogan and Hartson L.L.P., 555 13th St NW, Washington, DC 20005 at 10:00 a.m., local time, on the date that is three (3) Business Days following the day upon which the conditions precedent in Articles 8 and 9 to the Closing are satisfied or waived (the "***Closing Date***"). The Closing shall be deemed to have occurred at 12:01 a.m. on the Closing Date.

3.2. Buyer Closing Deliveries. Subject to fulfillment or waiver of the conditions set forth in Article 8, at the Closing Buyer shall deliver to Seller all of the following:

(a) Instructions to release the Deposit Fund to Seller as set forth in Section 2.3 and the Adjusted Purchase Price as set forth in Section 2.2 in accordance with written payment instructions to be provided by Seller to Buyer no later than three (3) Business Days prior to Closing;

(b) a certificate of an officer of Buyer, dated as of the Closing Date, certifying the matters set forth in Section 9.1;

(c) an instrument of assignment of the Partitioned License, substantially in the form of Schedule 3.2(c) hereto (the "***Assignment***"), duly executed on behalf of Buyer; and

(d) a counterpart of the Transaction Reversal Agreement, duly executed by Buyer.

3.3. Seller Closing Deliveries. Subject to fulfillment or waiver of the conditions set forth in Article 9, at the Closing Seller shall deliver to Buyer all of the following:

(a) a certificate of an officer of Seller, dated as of the Closing Date, certifying the matters set forth in Sections 8.1 and 4.5;

(b) a certificate of an officer of Seller, dated as of the Closing Date, certifying the resolutions of the board of directors or managers of Seller authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby;

(c) the Assignment, duly executed on behalf of Seller;

(d) an opinion of Seller's FCC counsel, dated as of the Closing Date, substantially in the form of Schedule 3.3(d) attached hereto;

(e) instructions to release the Deposit Fund to Seller as set forth in Section 2.3;

(f) a counterpart of the Transaction Reversal Agreement, duly executed by Seller; and

(g) the Encumbrance Releases.

3.4. Payment of Transfer Taxes. [redacted] at the Closing or, if due thereafter, promptly when due, all gross receipts taxes, gains taxes (including real property gains tax or other similar taxes), transfer taxes, sales taxes, stamp taxes, and any other taxes, but excluding any Federal, State or local income taxes, payable in connection with the assignment of the Partitioned License pursuant hereto.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

4.1. Organization of Seller. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware.

4.2. Authority of Seller. Seller has full power and authority to own, lease and operate its properties with respect to the License and to carry on its business with respect to the License as now being conducted. Seller has full power and authority to partition the License and assign the Partitioned License and to execute, deliver and perform this Agreement and any agreement, document or instrument executed and delivered pursuant to this Agreement or in connection with this Agreement (any such agreement, document or instrument, an *"**Ancillary Document**"*). The partition of the License and the execution, delivery and performance of this Agreement and each Ancillary Document by Seller have been duly authorized and approved by all necessary action of Seller (including any director or shareholder or manager or member of Seller). This Agreement

and each Ancillary Document are the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except for the effect thereon of any applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights of creditors generally, and general principles of equity.

4.3. No Conflicts. Except for the FCC Partitioned License Consent and except as set forth in Schedule 4.3, none of the execution of this Agreement or any Ancillary Document, the delivery of this Agreement or any Ancillary Document, or the consummation of any of the transactions contemplated hereby or thereby or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will (i) result in the creation or imposition of any Encumbrance upon the Partitioned License or, (ii) violate or conflict with, with or without notice or lapse of time or both, result in a breach of the terms, conditions or provisions of, with or without notice or lapse of time or both, constitute a default, an event of default or an event creating rights of acceleration, termination, modification or cancellation of or a loss of rights under, or require any notice to, order, authorization or approval of, registration, declaration or filing with or consent (each of the effects specified in the foregoing clauses (i) and (ii), collectively, the "***Defaults***") under: (A) any note or indenture, or any material instrument, agreement, contract, mortgage, lease, license, franchise, or permit to which Seller is a party or the Partitioned License is subject or by which Seller is bound; (B) any Court Order to which Seller is a party or the Partitioned License is subject or by which Seller is bound; (C) any applicable Law; or (D) the bylaws or Articles of Organization or operating agreement of Seller.

4.4. No Violation, Litigation or Regulatory Action.

(a) Seller has complied in all material respects with all Laws which are applicable to the License or to Seller's ownership, operation and holding thereof.

(b) Other than regulatory proceedings of general applicability, there is no investigation, claim, action, suit or other proceeding pending or, to the knowledge of Seller, threatened against Seller or relating to Seller or its assets, including the License, which, individually or collectively, either would reasonably be expected to result in the revocation, cancellation, suspension or material adverse modification of the License or would reasonably be expected to have a material adverse effect on (i) the Partitioned License, (ii) the ability of Seller to perform its obligations hereunder or (iii) the FCC Partitioned License Consent, nor is Seller aware of any reasonable basis for any such investigation, claim, action, suit or proceeding.

4.5. FCC Matters.

(a) The License is validly held in the name of Seller. Seller is, and on the Closing Date will be, the exclusive authorized, legal holder of the License.

(b) Except for the FCC Partitioned License Consent, the License authorizes, without further consent or authorization from the FCC, the construction and operation of AMTS systems on such Channel Block and AMTS area as indicated on Exhibit A hereto. The License is valid and in full force and effect without condition, except those conditions stated on the License and except conditions applicable to holders of AMTS spectrum licenses generally and is

unimpaired by any acts or omissions of Seller or its Affiliates. All reports and other documents required to be filed by Seller and its Affiliates with the FCC and with state regulatory authorities related to the License have been filed. All such reports and documents are true and correct in all material respects. Except as set forth on Schedule 4.5(b), no application, action or proceeding is pending for the renewal or modification of the License, and, no application, complaint, action or proceeding is pending or, to Seller's knowledge, threatened that may result in (a) the revocation, modification, non-renewal or suspension of the License, (b) the issuance of a cease-and-desist order, (c) the imposition of any administrative or judicial sanction with respect to Seller's ownership, operation and holding of the License, or (d) the denial of an application for renewal. Seller has no knowledge of any facts, conditions or events relating to Seller or the License that would reasonably be expected to cause the FCC to deny the partial assignment of the License as provided for in this Agreement.

(c) At the time of the application for the issuance of the License, Seller was eligible, and remains eligible, to hold AMTS spectrum licenses. All payments and fees of Seller and any of its Affiliates due and payable at or prior to the Closing Date to any Governmental Authority pursuant to or in connection with the License, including any Unjust Enrichment Payments due in connection with the Transaction, have been or will be paid on or prior to Closing. Subject to obtaining the FCC Partitioned License Consent, and to the accuracy of Buyer's representation and warranty in Section 5.4, Seller has, and on the Closing Date will have, the right, power and authority under applicable Law to assign the Partitioned License to Buyer.

(d) Except as set forth in Schedule 4.5(d) and except for restrictions that are generally applicable to AMTS spectrum licenses pursuant to the Communications Act of 1934, as amended (the "***Communications Act***") and the FCC's rules, the License is not subject to any Encumbrance.

(e) Seller is not a party to or bound by, and the Partitioned License is not subject to, any cost-sharing agreements, arrangements or undertakings with respect to the spectrum covered by the Partitioned License that would reasonably be expected to have an adverse effect on Seller's ability to consummate the Transaction or to fulfill Seller's obligations under this Agreement, or that could impose any cost or obligation on Buyer or any other holder of the Partitioned License.

4.6. No Finder Fees. Except as set forth in Schedule 4.6, No broker or finder has acted on behalf of Seller in connection with the transactions contemplated hereby, and no Person engaged by Seller is entitled to a broker's, finder's or similar fee in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

4.7. Disclosure. No representation or warranty made by Seller in this Agreement or any Ancillary Document contains any untrue statement or omits to state a material fact necessary to make any of them not misleading.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

5.1. Organization of Buyer. Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky.

5.2. Authority of Buyer. Buyer has full power and authority to execute, deliver and perform this Agreement and any Ancillary Document. The execution, delivery and performance of this Agreement and each Ancillary Document have been duly authorized and approved by all necessary action of Buyer (including the board of directors and shareholders of Buyer). This Agreement and each Ancillary Document are the legal, valid and binding agreements of Buyer, enforceable against Buyer in accordance with their respective terms, except for the effect thereon of any applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights of creditors generally, and general principles of equity.

5.3. No Conflicts. Except for the FCC Partitioned License Consent, neither the execution or delivery of this Agreement or any Ancillary Document, nor the consummation of any of the transactions contemplated hereby or thereby or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will (i) result in the creation or imposition of any Encumbrance upon the Partitioned License, or (ii) violate or conflict with, with or without notice or lapse of time or both result in a breach of the terms, conditions or provisions of, or with or without notice or lapse of time or both constitute a default, an event of default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights under, or require any notice to, order, authorization or approval of, registration, declaration or filing with or consent under: (A) any note or indenture or material instrument, agreement, contract, mortgage, lease, license, franchise or permit to which Buyer is a party or by which Buyer is bound; (B) any Court Order to which Buyer is a party or by which Buyer is bound; (C) any applicable Law; or (D) the organizational documents of Buyer.

5.4. Qualification. Buyer is legally qualified to be an FCC licensee generally and specifically with regard to the Partitioned License, and to Buyer's knowledge, to receive any authorization or approval from any state or local regulatory authority necessary for it to acquire, own and hold the Partitioned License.

5.5. No Finder Fees. No broker or finder has acted on behalf of Buyer in connection with the transactions contemplated hereby, and no Person engaged by Buyer is entitled to a broker's, finder's or similar fee in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

5.6. Disclosure. No representation or warranty made by Buyer in this Agreement or any Ancillary Document contains any untrue statement or omits to state a material fact necessary to make any of them not misleading.

ARTICLE 6

COVENANTS

The parties hereto covenant and agree to take the following actions between the date hereof and the Closing Date:

6.1. Preserve Accuracy of Representations and Warranties. Each of the parties hereto (a) shall refrain from taking any action that would render any of its representations or warranties contained in this Agreement inaccurate in any material respect at all times through the Closing Date and (b) shall use its commercially reasonable efforts to cause all of its representations and warranties in this Agreement to remain true and correct at all times through the Closing Date. Each party shall promptly notify the other in writing of (i) any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise challenge any transaction contemplated by this Agreement, (ii) any development causing a breach of any of the representations and warranties of such party in Articles 4 or 5 hereof, as applicable, or (iii) any action, suit, claim, proceeding or investigation that may be threatened, brought, asserted or commenced against such party which would have been disclosed in Articles 4 or 5 hereof, as applicable, if such action, suit, claim, proceeding or investigation had arisen prior to the date hereof. Notwithstanding the foregoing, no disclosure by any party pursuant to this Section 6.1 shall be deemed to amend or supplement this Agreement or to prevent or cure any misrepresentations, breach of warranty or breach of covenant herein.

6.2. Consents of Third Parties; Governmental Approvals.

(a) Consents. Buyer and Seller shall act diligently and use commercially reasonable efforts to secure at each party's own expense and as promptly as practicable, but in no event later than the Closing Date, all consents, approvals or waivers, in form and substance reasonably satisfactory to each party and from any party as necessary to avoid Defaults in connection with the consummation of the transactions contemplated hereby or otherwise required to be obtained to assign the Partitioned License to Buyer, to obtain the FCC Waiver, to obtain the FCC Seller License Modification Consents, to obtain the FCC Partitioned License Consent, or to otherwise satisfy the conditions set forth herein (the "***Consents***"); provided that Seller shall not make any agreement or understanding affecting the Partitioned License or Buyer as a condition for obtaining any such Consent, except with the prior written consent of Buyer. For the avoidance of doubt, "Consents" includes, but is not limited to, the FCC Partitioned License Consent and the FCC Seller License Modification Consents.

(b) FCC Consent.

(i) General. In accordance with the terms of this Agreement, (A) each party hereto covenants and agrees to act diligently and use commercially reasonable efforts to obtain, as promptly as possible, the FCC Partitioned License Consent, the FCC Seller License Modification Consents, and Final Orders of the same, and (B) each party hereto shall (1) promptly deliver to the other party hereto any notice or inquiry received by it from the FCC, or any filing made by any person, with respect to the FCC Partitioned License Application, the FCC

Waiver Request, or the FCC Seller License Modification Applications; (2) cooperate with the other parties hereto in formulating a response to any such notice, inquiry, or filing; and (3) promptly file with the FCC a response to any such notice, inquiry, or filing that is reasonably acceptable to each party. Neither Seller nor any of its Affiliates shall knowingly make any communication to the FCC that could adversely affect (x) the Partitioned License, the transactions contemplated hereby, the FCC Partitioned License Application, the FCC Waiver Request, the FCC Seller License Modification Applications or (y) the ability to obtain the FCC Partitioned License Consent, the FCC Seller License Modification Consents, the cancellation of the Incumbent Licenses, Final Orders concerning the FCC Partitioned License Consent and the FCC Seller License Modification Consents, any Final Order of the FCC authorizing the Transaction in accordance with the terms of this Agreement, or any applications in support of any reconveyance of the Partitioned License in accordance with Section 6.5 hereof.

(ii) FCC Partitioned License Application and FCC Waiver Request. No later than fifteen (15) Business Days after the Effective Date of this Agreement, Buyer, in consultation with Seller, shall prepare and file appropriate applications with the FCC for the assignment of the Partitioned License and the assignment of the authority granted under the Seller License Modification Consents to Buyer (the "***FCC Partitioned License Application***"), including the FCC Waiver Request. In the FCC Partitioned License Application, Buyer and Seller shall each certify that they will independently satisfy the FCC's substantial service requirement for their partitioned areas, pursuant to 47 C.F.R. §80.60(d). Notwithstanding the form of FCC Waiver Request attached hereto, Buyer, after consultation with Seller, shall have the right to revise the FCC Waiver Request at any time (including via amendments thereto after filing) (A) in order to increase the likelihood of the FCC's grant of the FCC Waiver or (B) to achieve the reasonable suitability for the purpose intended by Buyer of the Partitioned License (including, but not limited to, changing the waivers requested or adding additional waivers as advised by the FCC or as reasonably determined as necessary by Buyer); provided, however, either case, nothing herein (or elsewhere in this Agreement) shall obligate Buyer to revise the FCC Waiver Request. Except as revised by Buyer in accordance with the previous sentence or as mutually agreed to by the parties, the form of FCC Waiver Request attached hereto shall not otherwise be revised or amended except as mutually agreed by the parties.

(iii) FCC Seller License Modification Applications. Seller shall prepare a form of the FCC Seller License Modification Applications and provide such form to Buyer for Buyer's approval. No later than fifteen (15) Business Days after the Effective Date of this Agreement, Seller shall file with the FCC the Buyer-approved form of the FCC Seller License Modification Applications. Notwithstanding Buyer's approval of the form of FCC Seller License Modification Applications, Buyer, after consultation with Seller, shall have the right to request revisions thereto at any time (including via amendments thereto after filing), and Seller shall make such revisions as requested by Buyer, provided, however, such requests for revisions shall be limited to revisions that (A) increase the likelihood of the FCC's grant of the FCC Seller License Modification Applications or (B) achieve the reasonable suitability for the purpose intended by Buyer of the Partitioned License (including, but not limited to, changes in engineering). Except as so requested by Buyer in accordance with the previous sentence or as mutually agreed to by the parties, the form of FCC Seller License Modification Applications that Buyer has approved as set forth herein shall not otherwise be revised or amended.

(iv) Cancellation Filings. Seller shall prepare appropriate filings to relinquish to the FCC and cancel any and all incumbent Channel A Block site-specific station licenses for stations of which it or an Affiliate of Seller is the licensee or real party in interest that are located within 120 kilometers of any station within the geographical area covered by the Partitioned License (the "***Incumbent Licenses***", and such filings, the "***Cancellation Filings***"). Seller shall deliver a copy of the Cancellation Filings to Buyer no later than five (5) Business Days prior to the Closing for Buyer's approval. After obtaining Buyer's written approval of such Cancellation Filings, Seller shall file the Cancellation Filings with the FCC before Closing so as to permit the cancellation of the Incumbent Licenses to be effective at Closing; provided, however, in the event the FCC requests that the Cancellation Filings be filed earlier (e.g., in connection with the FCC's review of the FCC Seller License Modification Applications), then Seller shall immediately file the Cancellation Filings with the FCC.

6.3. Cooperation. Each party shall furnish to the other parties all information concerning such party and its Affiliates reasonably required for inclusion in any application to be made by Buyer or Seller or any other party in accordance with this Agreement or to ensure compliance with applicable Law.

6.4. Operations Prior to the Closing Date. At all times prior to the Closing, Seller shall keep and maintain the License current and in good standing. Seller shall comply in all material respects with all Laws relating to the License or its use. Seller shall retain control of the Partitioned License at all times prior to the Closing. Seller shall not: (a) directly or indirectly sell, lease, transfer or otherwise dispose of, or mortgage or pledge, or impose or suffer to be imposed any Encumbrance on the License or any interest therein or negotiate therefore (provided that the foregoing does not prohibit Seller from obtaining the release of any Encumbrance on the License necessary for Seller to sell, transfer, convey, assign, and deliver to Buyer the Partitioned License free and clear of all Encumbrances as set forth in Section 2.1); (b) take or permit to be taken any action to adversely affect, impair or subject to forfeiture or cancellation the License; or (c) take or agree to take any other action inconsistent with the consummation of the transactions contemplated by this Agreement. Without limiting the foregoing, Seller shall not incur any material obligation or liability, absolute or contingent, relating to or affecting the License or its use, except in the ordinary course of business. On or prior to the Closing Date, Seller shall take all actions necessary to obtain the release of all Encumbrances set forth on Schedule 4.5(d) and any other Encumbrance on the Partitioned License and shall provide Buyer with evidence reasonably acceptable to Buyer of such release (the "***Encumbrance Releases***").

6.5. Transaction Reversal Agreement. Seller and Buyer covenant and agree that, in the event of the occurrence of any one of the Reversal Triggers (as such term is defined in the Transaction Reversal Agreement), [redacted] accordance with and as set forth in the Transaction Reversal Agreement.

ARTICLE 7

REASONABLE EFFORTS

Subject to the terms and conditions hereof (including, but not limited to, Section 6.2), each of the parties hereto agrees to act diligently and use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to cause the Closing to occur and to consummate and make effective the transactions contemplated by this Agreement and achieve, as promptly as practicable, the FCC Partitioned License Consent, the FCC Seller License Modification Consents, Final Orders of each of the preceding, the relinquishment and cancellation of the Incumbent Licenses, if applicable, any reconveyance of the Partitioned License pursuant to Section 6.5 hereof, including executing and delivering or causing to be executed and delivered such other documents, instruments, certificates and agreements as may be reasonably requested by another party hereto.

ARTICLE 8

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER

The obligation of Buyer to perform its obligations under this Agreement to be performed at Closing shall be, at the option of Buyer, subject to the satisfaction of the conditions set forth below on or prior to the Closing Date. These conditions are for Buyer's sole benefit and may be waived by Buyer at any time in its sole discretion.

8.1. No Misrepresentation or Breach of Covenants and Warranties. The representations and warranties of Seller contained or referred to herein shall be true and correct in all material respects as of the Closing as though made at and as of such time, except to the extent they are specifically made as of another date, in which case they shall be true and correct in all material respects as of such date, and Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Seller prior to or at the Closing.

8.2. No Restraint or Litigation. There shall not be in effect on the date on which the Closing is to occur any judgment, decree, order or other prohibition of the FCC or a court of competent jurisdiction having the force of law that would prevent the Closing or the consummation of the transactions contemplated hereby.

8.3. Receipt of Consents. The FCC Partitioned License Consent and the FCC Seller License Modification Consents shall have been obtained.

8.4. Incumbent Licenses. The Incumbent Licenses shall have been cancelled by the FCC pursuant to the Cancellation Filings

8.5. Unjust Enrichment Payments. Seller shall have made any Unjust Enrichment Payments.

8.7. Delivery of Consents. Seller shall have delivered the Consents.

8.8. Closing Deliveries. Seller shall have delivered to Buyer each of the deliveries set forth in Section 3.3 hereof.

ARTICLE 9

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

The obligation of Seller to perform its obligations under this Agreement to be performed at Closing shall be, at the option of Seller, subject to the satisfaction of the conditions set forth below on or prior to the Closing Date. These conditions are for Seller's sole benefit and may be waived by Seller at any time in its sole discretion.

9.1. No Misrepresentation or Breach of Covenants and Warranties. The representations and warranties of Buyer contained or referred to herein shall be true and correct in all material respects as of the Closing as though made at and as of such time, except to the extent they are specifically made as of another date, in which case they shall be true and correct in all material respects as of such date, and Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Buyer prior to or at the Closing.

9.2. No Restraint or Litigation. There shall not be in effect on the date on which the Closing is to occur any judgment, decree, order or other prohibition of the FCC or a court of competent jurisdiction having the force of law that would prevent the Closing or the consummation of the transactions contemplated hereby.

9.3. FCC Consent. The FCC Partitioned License Consent shall have been obtained.

9.4. Closing Deliveries. Buyer shall have delivered to Seller each of the deliveries set forth in Section 3.2 hereof.

ARTICLE 10

INDEMNIFICATION

10.1. Survival. All of the representations, warranties and covenants of the parties contained herein shall survive the Closing and shall continue in full force and effect until the one (1) year anniversary of the Closing Date; provided, however, that the representations and warranties set forth in Sections 4.1 and 4.2 shall survive the Closing and shall continue in full force and effect until the expiration of the applicable statute of limitations for any claim relating thereto. The covenants to be performed in whole or in part after the Closing shall survive until performed in full. Notwithstanding the foregoing, if any claim for indemnification pursuant to this Article 10 with respect to a breach of the representations, warranties or covenants contained herein is made on or before the end of any such applicable period, such representations, warranties or covenants shall be deemed to survive with respect to the matter claimed as of the end of such period until resolved as provided herein.

10.2. Indemnification by Seller. After the Closing, Seller agrees to indemnify and hold Buyer and its Affiliates and their respective officers, directors, Representatives, shareholders, members, partners, agents and employees harmless against and with respect to, and shall reimburse Buyer and its Affiliates and such other Persons for (a) any and all Losses and Expenses resulting from any breach of any representation or warranty by Seller or the nonfulfillment of any covenant to be performed by Seller contained in this Agreement or in any Ancillary Document, (b) any Pre-Closing Claim, and (c) any claims asserted against Buyer for any brokerage fees, finders' fees, commissions or otherwise by any broker, finder or agent purporting to act or to have acted for or on behalf of Seller in connection with the transactions contemplated by this Agreement. Notwithstanding anything to the contrary contained herein, no Seller will be required to indemnify, and will not otherwise be liable to, Buyer with respect to any Losses or Expenses arising under this Section 10.2 with respect to any breach of the representations and warranties of either Seller set forth herein unless Buyer gives Seller written notice of such claim pursuant to Section 10.4 on or prior to the expiration of the period for bringing such claim set forth in Section 10.1 hereof.

10.3. Indemnification by Buyer. After the Closing, Buyer agrees to indemnify and hold Seller and its Affiliates and their respective officers, directors, Representatives, shareholders, members, partners, agents and employees harmless against and with respect to, and shall reimburse Seller and such other Persons for (a) any and all Losses and Expenses resulting from any breach of any representation or warranty by Buyer, or nonfulfillment of any covenant by Buyer contained in this Agreement or any Ancillary Document; and (b) any Post-Closing Claim. Notwithstanding anything to the contrary contained herein, Buyer will not be required to indemnify, and will not otherwise be liable to either Seller with respect to any Losses or Expenses arising under this Section 10.3 with respect to any breach of the representations and warranties of Buyer set forth herein unless the applicable Seller gives Buyer written notice of such claim pursuant to Section 10.4 on or prior to the expiration of the period for bringing such claim set forth in Section 10.1 hereof

10.4. Procedure for Indemnification.

(a) The party claiming indemnification (the ***"Claimant"***) shall promptly give notice to the party from which indemnification is claimed (the ***"Indemnifying Party"***) of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim and the amount thereof (if known and quantifiable); provided, however, that the failure to give such notice shall not impair the Claimant's rights hereunder unless the Indemnifying Party is materially prejudiced thereby.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and its authorized Representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the thirty-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the

claim, subject to the terms hereof. If the Claimant and the Indemnifying Party do not agree within thirty (30) days following receipt of notice of the claim from the Claimant (or any mutually agreed upon extension thereof), the Claimant may seek an appropriate remedy.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense; provided, however, that the Indemnifying Party shall pay the Claimant's Expenses if, in the reasonable judgment of Claimant's counsel, representation of both the Claimant and Indemnifying Party with respect to such claim would result in a conflict of interests or legal defenses and theories are available to Claimant that are not available to the Indemnifying Party. If the Indemnifying Party does not elect to participate or assume control of the defense of any third-party claim, the Claimant will not enter into any settlement of such claim which could result in indemnification liability without the Indemnifying Party's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed). Any such settlement will be binding upon Buyer or Seller, as the case may be, for purposes of determining whether any indemnification payment is required pursuant to this Article 10.

ARTICLE 11

TERMINATION

11.1. Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated:

(a) by the mutual written consent of Seller and Buyer;

(b) by either Buyer or Seller upon written notice to the other, in the event that Buyer, in the case of a termination by Seller, or Seller, in the case of a termination by Buyer, has materially breached its representations, warranties, covenants or agreements contained in this Agreement and, if such breach is capable of being cured, failed to cure such breach within thirty (30) days of written notice by the terminating party of such breach; provided, however, that the terminating party is not itself in material breach of its representations, warranties, covenants or agreements contained herein;

(c) by either Buyer or Seller upon written notice to the other, if a court of competent jurisdiction shall have issued an order, decree or ruling permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement;

(d) by either Buyer or Seller upon written notice to the other parties hereto if [redacted] Agreement and Buyer, in the case of a termination by Buyer, or Seller, in the case of a

termination by Seller, is not then in material breach of any of its representations, warranties, covenants or agreements under this Agreement;

(e) by Buyer upon written notice to Seller upon completion of a Reversal Closing (as such term is defined in the Transaction Reversal Agreement); or

(f) by Buyer upon written notice to Seller if any Governmental Authority of competent jurisdiction shall have issued an order or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order or other action shall have become final and non-appealable.

11.2. Effect of Termination. In the event of termination of this Agreement by any party, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party (except for any liability of any party for any breach of this Agreement, in which case any non-breaching party shall have all rights and remedies available at law or in equity, subject to Section 11.3(a) hereof). Notwithstanding anything to the contrary contained herein, the provisions of Sections 2.3, 2.4, 6.5, 11.2, 11.3, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.11, 12.12, 12.13, 12.14, and 12.15 shall expressly survive the expiration or termination of this Agreement.

11.3. Deposit Fund.

(a) If this Agreement is terminated by Seller pursuant to Section 11.1(b) and Buyer is in material breach of any of its representations, warranties, covenants, or agreements set forth in this Agreement, then Seller shall have the right to keep the Deposit Fund as liquidated damages (the "***Liquidated Damages Amount***"). It is understood and agreed that the Liquidated Damages Amount represents Buyer's and Seller's reasonable estimate of actual damages and does not constitute a penalty.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, it is understood and agreed by the parties hereto that:

(i) Seller's sole and exclusive remedy for any breach of this Agreement by Buyer at or prior to the Closing, including any failure of, or refusal by, Buyer to pay the Purchase Price for any reason whatsoever, shall be to terminate this Agreement pursuant to Section 11.1(b), and to seek liquidated damages as provided for in this Section 11.3(a);

(ii) none of Seller or its Affiliates shall pursue any other remedies or actions, at law or in equity, and hereby waive any and all other remedies against Buyer (and its Affiliates) in respect thereof; and

(iii) no Affiliates of Buyer, and none of Buyer's or its Affiliates' respective former, current or future stockholders, managers, members, directors, officers, affiliates or agents shall have any liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby.

(b) If this Agreement is terminated pursuant to Section 11.1 hereof other than as set forth in Section 11.3(a) above, then within five (5) Business Days after such termination, the Deposit Fund shall be refunded to Buyer by wire transfer of immediately available funds pursuant to instructions provided by Seller and Buyer.

(c) In the event of a dispute between the parties with respect to the Deposit Fund (and no other disputes pursuant to this Agreement), the dispute shall be submitted to binding arbitration in accordance with the following procedures:

(i) Either party may submit specific disputed items by notifying the other party, in writing, of such dispute (the "***Arbitration Notice***"). The party receiving the Arbitration Notice shall serve an answer to the Arbitration Notice within ten calendar days of receipt of such notice.

(ii) Within ten (10) calendar days after receipt of the Arbitration Notice, each party will appoint one arbitrator. Within seven calendar days upon receiving notification of appointment, the two arbitrators shall appoint the third arbitrator, who shall be the chairman of the arbitration panel. Each arbitrator so designated shall not be an employee, consultant, officer, director or stockholder of any party hereto or any affiliate of any party to this Agreement. The decision or award of any two arbitrators shall be final and binding upon the parties.

(iii) Within fifteen (15) calendar days after the designation of the last arbitrator, Buyer and Seller shall be required to set forth in writing all disputed issues and a proposed ruling on each such issue and provide it to the arbitration panel and the other parties.

(iv) The arbitration panel shall set a date for a hearing (if the arbitration panel decides that a hearing is necessary), which shall be no later than thirty (30) calendar days after the submission of written proposals pursuant to Section 11.3(c)(iii) above. Within fifteen (15) calendar days prior to the date of the hearing, each party shall produce to the other all documents relevant to the subject matter of the dispute, including lists of witnesses. Each party shall make one witness within its control available to provide pre-hearing deposition testimony upon written notice for any dispute. Any dispute as to the relevance of material or any other dispute of whatever nature between the parties related to the discovery materials shall be determined by the arbitration panel. The arbitration panel shall be limited to reviewing only those items identified in the Dispute Notice and as to which there is a continuing disagreement. The arbitration shall be governed by the rules of the American Arbitration Association; provided, that the arbitration panel shall have sole discretion with regard to the admissibility of evidence.

(v) The arbitration panel shall use its best efforts to rule on each disputed issue within thirty (30) calendar days after the completion of the hearing described in Section 11.3(c)(iv) above. The determination of the arbitration panel as to the resolution of any dispute shall be binding and conclusive upon all parties hereto. All rulings of the arbitration panel shall be in writing, shall be binding on the parties, and shall be delivered to the parties hereto.

(vi) Each party shall be responsible for its own attorneys' fees incurred in connection with the arbitration. The parties shall equally share the fees of the arbitrators and the costs and expenses of the arbitration.

(vii) Subject to Section 11.3(c)(iv), this Section 11.3(c) shall be governed by the laws of the Commonwealth of Kentucky, without regard to choice of law principles.

(viii) The parties hereby submit to the jurisdiction of the courts of the Commonwealth of Kentucky for the limited purposes of: (A) enforcing these arbitration provisions; (B) obtaining a preliminary injunction or other preliminary relief prior to the constitution of the arbitration panel on the grounds that an award to which the applicant may be entitled may be rendered ineffectual without such preliminary injunction or other preliminary relief; (C) obtaining discovery from third parties; and (D) recognizing and enforcing an arbitral award.

(ix) Unless required by law, the parties otherwise agree, or the arbitrators otherwise order: (A) all hearings in arbitration shall be confidential and closed to the public; and (B) any documentary evidence given by a party or witness in the arbitration, all documents submitted for the purpose of the arbitration and all awards and orders of the arbitrators shall be treated as confidential and shall not be disclosed to any third party except for those participating as witnesses, experts, attorneys, arbitrators or parties in the arbitration. Notwithstanding these provisions on confidentiality, a party may disclose a matter or information relating to the arbitration for purposes of (A) enforcing this Section 11.3(c); (B) recognizing or enforcing an award; (C) protecting a right against a third party; or (D) obtaining advice from tax or other financial advisors or complying with bona fide financial obligations, but the party must request in writing that any person receiving the information keep it confidential.

ARTICLE 12

GENERAL PROVISIONS

12.1. Confidential Nature of Information. Each party agrees that it shall, and shall cause each of its Affiliates and its and their respective shareholders, members, managers, directors, officers, employees, agents and representatives (collectively, *"**Representatives**")* to, treat in confidence all documents, materials and other information which it shall have obtained regarding the other party during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be communicated to any third Person, except to employees, Representatives or Affiliates of Buyer or Seller with a need to know and such Persons shall be informed of the confidential nature of such information. No such Person shall use any such confidential information obtained from the other in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Partitioned License and consummating the transactions contemplated hereby. The obligation of each party to treat such documents, materials and other information in confidence, or to cause

such documents, materials and other information in confidence, shall not apply to any information which (a) is or becomes available to a party hereto from a source other than another party hereto which source, to the knowledge of such party hereto, is not bound by an obligation of confidentiality with respect to such information, (b) is or becomes available to the public other than as a result of disclosure by a party or its Affiliates or Representatives, (c) is required (in the opinion of its counsel) to be disclosed under applicable Law or judicial process, but only to the extent it must be disclosed, (d) is independently developed by such party without reference to the confidential information of the other party; or (e) a party reasonably deems necessary to disclose to a Governmental Authority in order to obtain any of the consents or approvals contemplated hereby. In the event a party reasonably deems necessary the disclosure of this Agreement to a Governmental Authority, the parties shall use commercially reasonable efforts to secure confidential treatment of this Agreement by such Governmental Authority.

12.2. No Public Announcement. No party shall, without the approval of the other, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by law, in which case the other party shall be advised and the parties shall use their reasonable efforts to cause a mutually agreeable release or announcement to be issued; provided, that the foregoing shall not preclude communications or disclosures necessary (i) to implement the provisions of this Agreement, including communications with vendors and suppliers in the regular course of business, or (ii) to comply with accounting or Securities and Exchange Commission disclosure obligations or applicable FCC disclosure obligations, including in connection with obtaining the FCC Partitioned License Consent, by a party or any of its Affiliates.

12.3. Notices. All notices, certifications, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if mailed, by certified mail, first class postage prepaid, or if delivered personally, or if sent by facsimile, with transmission confirmed by telephone:

If to Seller:

Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
Attention: John Reardon, CEO
Telephone: (703) 779-6555
Facsimile: (703) 548-4399

If to Buyer:

Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
Attention: Dave Crockett, Vice-President
Telephone: (270) 827-2561
Facsimile: (270) 827-2558

With a copy to (which shall not constitute notice):

Hogan & Hartson L.L.P.
Columbia Square
555 Thirteenth Street, NW.
Washington, DC 20004-1109
Attention: Joel S. Winnik, Esq.
Telephone: (202) 637-5600
Facsimile: (202) 637-5910

or to such other address or addresses as may hereafter be specified by notice given by any of the above to the others. Notices given by United States certified mail as aforesaid shall be effective on the third Business Day following the day on which they were deposited in the mail. Notices delivered in person shall be effective upon delivery. Notices given by facsimile shall be effective when transmitted, provided facsimile notice is confirmed by telephone and is transmitted on a Business Day during regular business hours of the receiving party.

12.4. Successors and Assigns.

(a) The rights of any party under this Agreement shall not be assignable by such party hereto prior to the Closing without the prior written consent of the other, such consent not to be unreasonably withheld; provided, however, that (i) notwithstanding such assignment, the assigning party (Buyer or Seller) shall not be released from any liabilities or obligations hereunder, and (ii) such assignment shall not cause a delay in the receipt of the FCC Partitioned License Consent.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person, other than the parties and their successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement.

12.5. Entire Agreement; Amendments. This Agreement and the Schedules and Exhibits referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements and understandings between the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

12.6. Waivers. Any failure of either Buyer or Seller to comply with any obligation, covenant, agreement or condition herein may be waived by the other party only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12.7. Fees and Expenses. The parties hereto [redacted] associated with obtaining the FCC Partitioned License Consent. Any regulatory fees with

respect to the Partitioned License relating to the period prior to the Closing Date shall be the sole responsibility of Seller. Except as otherwise provided herein, [redacted] incident to its negotiation and preparation of this Agreement and the consummation of the Transactions, including the fees, expenses and disbursements of its counsel and advisors.

12.8. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof; provided, however, that if the removal of such offending term or provision materially alters the burdens or benefits of any of the parties under this Agreement, the parties agree to negotiate in good faith such modifications to this Agreement as are appropriate to ensure the burdens and benefits of each party under such modified Agreement are reasonably comparable to the burdens and benefits originally contemplated and expected.

12.9. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto.

12.10. Further Assurances. Following the Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, such other instruments of conveyance and transfer as Buyer may from time to time reasonably request or as may be otherwise necessary to more effectively convey and transfer the Partitioned License to Buyer, to vest title to the Partitioned License in Buyer, and to put Buyer in possession of any part of the Partitioned License.

12.11. No Third-Party Beneficiary. With the exception of the parties to this Agreement and their permitted successors and assigns, there shall exist no right of any Person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

12.12. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to choice of law principles.

12.13. Exclusive Jurisdiction; Venue.

(a) Each of the parties hereto hereby consents to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Kentucky, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of, or in connection with, this Agreement or any of the transactions contemplated hereby or thereby, including, without limitation, any proceeding relating to

ancillary measures in aid of arbitration, provisional remedies and interim relief, or any proceeding to enforce any arbitral decision or award.

(b) Each party hereby expressly waives any and all rights to bring any suit, action or other proceeding in or before any court or tribunal other than the federal and state courts located in the Commonwealth of Kentucky, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, and covenants that it shall not seek in any manner to resolve any dispute other than as set forth in this Section 12.13 or to challenge or set aside any decision, award or judgment obtained in accordance with the provisions hereof.

(c) Each of the parties hereto hereby expressly waives any and all objections it may have to venue, including, without limitation, the inconvenience of such forum, in any of such courts.

12.14. Headings. Subject headings are included for convenience only and shall not effect the interpretation of any provisions of this Agreement.

12.15. Specific Performance. Seller acknowledges that irreparable damages would occur if any of the provisions of this Agreement related to Seller's obligations were not performed by Seller in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, notwithstanding anything to the contrary contained herein, Buyer shall be entitled to an injunction or injunctions to prevent breaches by Seller of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, in addition to any other remedy to which Buyer is entitled at law or in equity. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law and the requirement that Buyer post a bond. The parties acknowledge and agree that neither Seller nor any of its Affiliates shall have the right to specific performance, injunctive or equitable relief against Buyer or any Affiliate of Buyer.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Partitioned License Purchase Agreement to be executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: Mark Bailey
Name: Mark Bailey
Title: President and CEO

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By:_____
Name: John Reardon
Title: President and CEO

IN WITNESS WHEREOF, the parties hereto have caused this Partitioned License Purchase Agreement to be executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name: Mark Bailey
Title: President and CEO

John Reardon signed the contract as President and CEO. The assignment application from this contract is pending before the FCC.

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: John Reardon
Title: President and CEO

SCHEDULE 3.2(c)

Form of Instrument of Assignment

INSTRUMENT OF ASSIGNMENT dated as of _____ ___, 2009, by Maritime Communications/Land Mobile, LLC, 6200 Hwy. 62 East, Bldg. 2501 Suite 275, Jeffersonville, Indiana ("Seller") in favor of Big Rivers Electric Corporation, 201 Third Street, P.O. Box 24, Henderson, Kentucky ("Buyer"). Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into a certain Partitioned License Purchase Agreement dated as of February 16, 2009 (the "Purchase Agreement") pursuant to which Seller has agreed to convey to Buyer the Partitioned License.

1. Assignment. Pursuant to Section 2.1 of the Purchase Agreement for valuable consideration paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller, intending to be legally bound, does hereby sell, assign, transfer, convey and deliver to Buyer, its successors and assigns forever, all of Seller's rights, title and interest in and to the Partitioned License, free and clear of all Encumbrances.

2. Terms of Purchase Agreement Control. Nothing contained in this Instrument of Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expend, enlarge or in any way effect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations and indemnifications of Seller or Buyer set forth in the Purchase Agreement, and this Instrument of Assignment shall in all ways be governed by, and subject to, the Purchase Agreement.

3. Miscellaneous. This Instrument of Assignment (i) is executed pursuant to the Purchase Agreement and may be executed in counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (ii) shall be governed by and in accordance with the laws of the Commonwealth of Kentucky, without regard to the principles of conflicts of law thereof and (iii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Instrument of Assignment to be executed and delivered as of this ___ day of _____, 2009.

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Title: _____

Accepted by:

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name: _____
Title: _____

SCHEDULE 3.3(d)

Form of Legal Opinion of Seller's FCC Counsel

1. Seller holds the AMTS authorizations described on Exhibit A hereto, which authorize Seller to utilize AMTS spectrum in the respective market areas shown on Exhibit A. To our knowledge, the Partitioned License is in full force and effect.

2. To our knowledge, except for those affecting the industry generally and except as set forth in Attachment A to this Schedule, there are no proceedings pending or threatened in writing under the Communications Laws against Seller by or before the FCC which seek the revocation, non-renewal, or material adverse modification of the Partitioned License.

3. The FCC has granted the FCC Partitioned License Consent (as such term is defined in the Partitioned License Purchase Agreement between Maritime Communications/Land Mobile, LLC and Big Rivers Electric Corporation).

4. To our knowledge, other than the proceeding(s) listed on Attachment A to this Schedule, there is no proceeding pending or threatened in writing against Seller by or before the FCC or a court that seeks a stay of the FCC Partitioned License Consent or any aspect thereof.

ATTACHMENT A TO
SCHEDULE 3.3(d)

See Schedule 4.5(b).

SCHEDULE 4.5(b)
FCC Matters

The following matters are pending before the FCC:

Application File No. 0002303355, MC/LM's Auction 61 Long-Form License Application:

On March 9, 2007, the Wireless Telecommunications Bureau released an Order on Reconsideration (DA 07-1196) in which the Bureau disposed of all remaining issues which had been raised by Havens and entities which he controls. On April 9, 2007, Telesaurus Holdings GB, LLC (another entity controlled by Havens) filed a Petition for Reconsideration of the Order on Reconsideration. On April 10, 2007, Warren C. Havens, as an individual; AMTS Consortium, LLC; Telesaurus VPC, LLC; Intelligent Transportation & Monitoring Wireless, LLC; and Skybridge Spectrum Foundation filed an Application for Review of the Order on Reconsideration by the full Commission. The matter remains pending before the Commission.

Application File No. 0002197542, Mobex's Application for Consent to Assign Licenses to MC/LM:

On January 23, 2007, the Wireless Telecommunications Bureau released an Order on Reconsideration disposing of all remaining issues raised by Havens and his entities (DA 07-148). On February 22, 2007, AMTS Consortium, LLC; Telesaurus VPC, LLC; Intelligent Transportation and Monitoring Wireless, LLC; Skybridge Spectrum Foundation; and Warren C. Havens an Application for Review of the Order on Reconsideration by the Commission and Telesaurus GB Holdings, LLC filed a Petition for Reconsideration of the Order on Reconsideration by the Bureau. The matter remains pending before the Bureau and the Commission.

Application File Nos. 0001438800, 0001439011, 0002363519, 0002363520, and 0002363521 for Modification of Certain Mobex Licenses and for Renewal of Certain Mobex Licenses:

On January 29, 2007, the Wireless Telecommunications Bureau released its Order disposing of all issues which had been raised by Havens and his entities (DA 07-294). On February 28, 2007, TVL, AMTSC, and ITMW filed a Petition for Reconsideration of the Order by the Bureau and an Application for Review of the Order by the Commission. The matter remains pending before the Bureau and the Commission.

Application File Nos. 0001370847, 0001370848, 0001370850, 0001600664, 0001768691, 0001885281, and 0002197542, Mobex's Applications to Renew Certain Licenses and to Transfer Control of Certain AMTS Licenses:

In an Order on Reconsideration released January 23, 2007, the Wireless Telecommunications Bureau disposed of all remaining issues which had been raised by Havens and his entities. On February 22, 2007, Havens, AMTSC, Telesaurus VPC, LLC; ITMS, and Skybridge Spectrum Foundation filed an Application for Review of the Bureau's Order on Reconsideration by the Commission. Also on February 22, 2007, Telesaurus VPC, LLC filed a Petition for Reconsideration of the Bureau's Order on Reconsideration by the Bureau. (The pleading was styled "Petition for Reconsideration of Order on Reconsideration Based Upon New Facts And In The Alternative Section 1.41 Request to Consider New Facts.") The matter remains pending before the Bureau and the Commission.

Application File Nos. 0001082495-0001802548, Mobex's Applications to Renew Certain Licenses:

In an Order on Reconsideration released September 22, 2005, the Wireless Telecommunications Bureau disposed of all remaining issues which had been raised by Havens. On or about October 24, 2005, Havens filed an Application for Review of the Bureau's Order on Reconsideration by the Commission. Also on or about October 24, 2005, Havens; AMTSC; Telesaurus VPC, LLC; ITMS; and Telesaurus Holdings GB LLC filed a Petition for Reconsideration of the Bureau's Order on Reconsideration by the Bureau. The matter remains pending before the Bureau and the Commission.

SCHEDULE 4.5(d)
Encumbrances

1. Pinnacle Bank, N.A., Nashville, TN

2. National Rural Telecommunications Cooperative, Herndon, VA

SCHEDULE 4.6
Finder Fees

[redacted]; in connection with the Transaction.

EXHIBIT A

LICENSE AND PARTITIONED LICENSE

License Held by MC/LM	Partition	Frequency Block	MHz
WQGF316	See attached geographical coordinates (Exhibit A-1) and associated map (Exhibit A-2).	A	1*

* Block A 217.5 MHz to 218.0 MHz and 219.5 MHz to 220.0 MHz. A total bandwidth of 1 MHz.

EXHIBIT A-1

Nu.	Long (degs)	Lat (degs)	Deg	Min	Sec		Deg	Min	Sec	
1	-88.66938	37.36898	88	40	9.8	N	37	22	8.3	W
2	-88.57905	37.51046	88	34	44.6	N	37	30	38	W
3	-88.46230	37.56366	88	27	44.3	N	37	33	49	W
4	-88.36826	37.55171	88	22	5.8	N	37	33	6.1	W
5	-88.31944	37.58183	88	19	10	N	37	34	55	W
6	-88.24547	37.56657	88	14	43.7	N	37	33	60	W
7	-88.33535	37.67097	88	20	7.3	N	37	40	16	W
8	-88.30901	37.74757	88	18	32.5	N	37	44	51	W
9	-88.20842	37.82270	88	12	30.3	N	37	49	22	W
10	-88.14300	37.91197	88	8	34.8	N	37	54	43	W
11	-88.05455	37.90368	88	3	16.4	N	37	54	13	W
12	-88.03119	38.02421	88	1	52.3	N	38	1	27	W
13	-87.89912	38.07492	87	53	56.8	N	38	4	30	W
14	-87.78333	38.01930	87	46	60	N	38	1	9.5	W
15	-87.68764	37.98857	87	41	15.5	N	37	59	19	W
16	-87.61026	38.11932	87	36	36.9	N	38	7	9.5	W
17	-87.50873	38.05297	87	30	31.4	N	38	3	11	W
18	-87.40040	38.09004	87	24	1.4	N	38	5	24	W
19	-87.22046	38.02760	87	13	13.6	N	38	1	39	W
20	-87.13015	37.94515	87	7	48.5	N	37	56	43	W
21	-87.04849	38.06321	87	2	54.6	N	38	3	48	W
22	-86.81546	38.14371	86	48	55.7	N	38	8	37	W
23	-86.65559	38.02613	86	39	20.1	N	38	1	34	W
24	-86.62771	38.15591	86	37	39.8	N	38	9	21	W
25	-86.44226	38.32910	86	26	32.1	N	38	19	45	W
26	-86.32670	38.33349	86	19	36.1	N	38	20	0.5	W
27	-86.16148	38.26421	86	9	41.3	N	38	15	51	W
28	-86.11123	38.14859	86	6	40.4	N	38	8	55	W
29	-86.04400	38.13283	86	2	38.4	N	38	7	58	W
30	-85.94791	38.00564	85	56	52.5	N	38	0	20	W
31	-85.67788	37.73488	85	40	40.4	N	37	44	5.6	W
32	-85.73900	37.65003	85	44	20.4	N	37	39	0.1	W
33	-85.87682	37.54380	85	52	36.5	N	37	32	38	W
34	-85.89253	37.44140	85	53	33.1	N	37	26	29	W
35	-85.65707	37.42178	85	39	25.5	N	37	25	18	W
36	-85.65347	37.39211	85	39	12.5	N	37	23	32	W
37	-85.69070	37.35671	85	41	26.5	N	37	21	24	W
38	-85.69431	37.30216	85	41	39.5	N	37	18	7.8	W
39	-85.67629	37.26579	85	40	34.6	N	37	15	57	W
40	-85.68710	37.18157	85	41	13.6	N	37	10	54	W

41	-85.74596	37.16818	85	44	45.4	N	37	10	5.4	W
42	-85.79640	37.16435	85	47	47.1	N	37	9	52	W
43	-85.88289	37.14808	85	52	58.4	N	37	8	53	W
44	-86.05705	37.16531	86	3	25.4	N	37	9	55	W
45	-86.07627	37.04951	86	4	34.6	N	37	2	58	W
46	-86.11230	37.05717	86	6	44.3	N	37	3	26	W
47	-86.67474	36.99992	86	40	29.1	N	36	59	60	W
48	-87.05720	36.85811	87	3	25.9	N	36	51	29	W
49	-87.29494	36.86768	87	17	41.8	N	36	52	3.6	W
50	-87.67266	36.84990	87	40	21.6	N	36	50	60	W
51	-88.10954	36.74647	88	6	34.4	N	36	44	47	W
52	-88.48903	36.64995	88	29	20.5	N	36	38	60	W
53	-88.81560	36.65231	88	48	56.1	N	36	39	8.3	W
54	-89.17567	36.65183	89	10	32.4	N	36	39	6.6	W
55	-89.31931	36.73671	89	19	9.5	N	36	44	12	W
56	-89.36985	36.77574	89	22	11.5	N	36	46	33	W
57	-89.32992	36.79953	89	19	47.7	N	36	47	58	W
58	-89.35707	36.82697	89	21	25.4	N	36	49	37	W
59	-89.29048	36.91716	89	17	25.7	N	36	55	1.8	W
60	-89.25714	36.94185	89	15	25.7	N	36	56	31	W
61	-89.35803	37.07334	89	21	28.9	N	37	4	24	W
62	-89.27246	37.19043	89	16	20.8	N	37	11	26	W
63	-89.23253	37.25678	89	13	57.1	N	37	15	24	W
64	-89.12946	37.32752	89	7	46.1	N	37	19	39	W
65	-88.96321	37.37142	88	57	47.5	N	37	22	17	W
66	-88.80431	37.34313	88	48	15.5	N	37	20	35	W
67	-88.58740	37.21677	88	35	14.6	N	37	13	0.4	W

EXHIBIT A-2

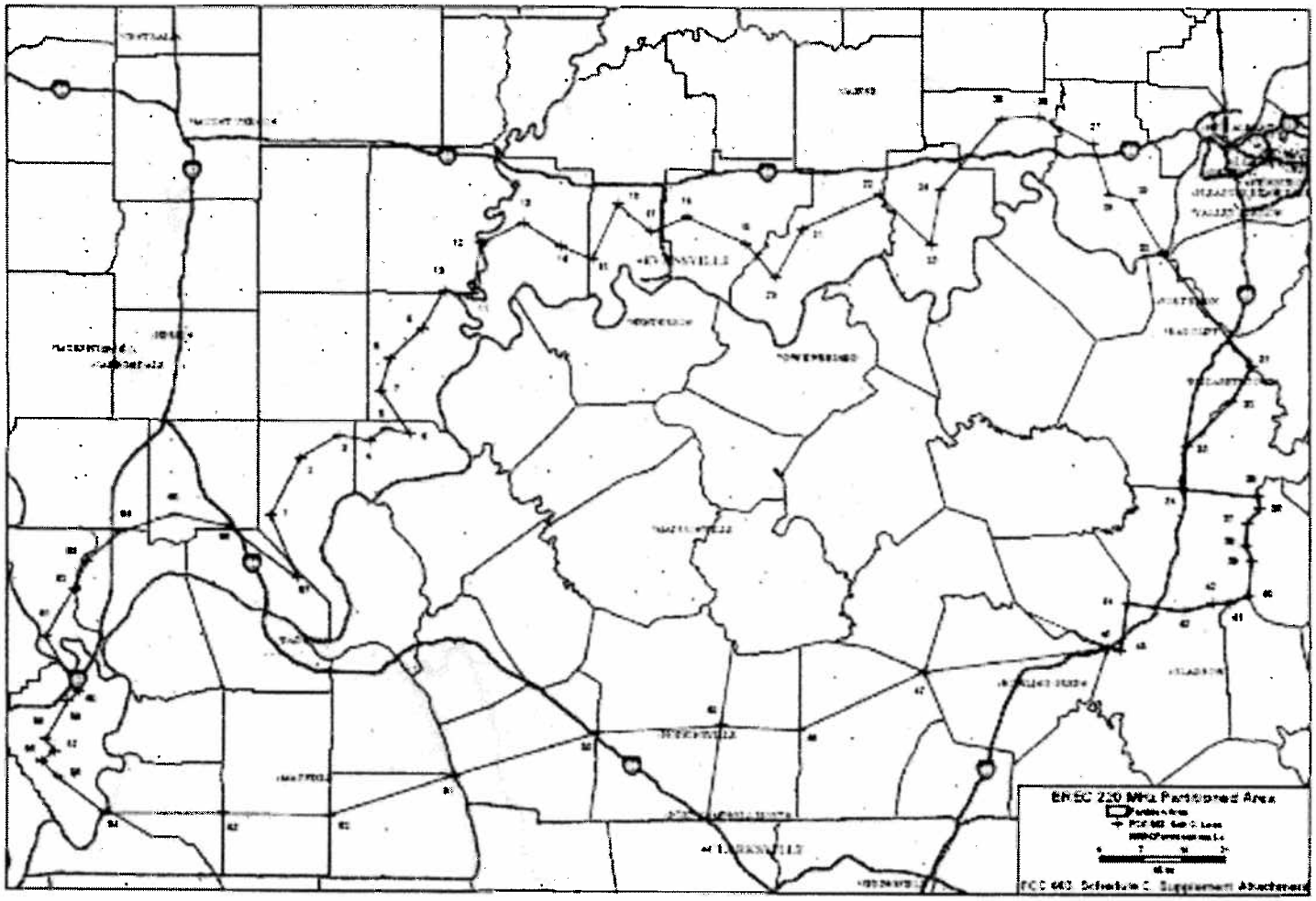
BNEC 220 MHz Partitioned Area
FCC 603 Schedule C Supplement Attachment

EXHIBIT B

TRANSACTION REVERSAL AGREEMENT

This TRANSACTION REVERSAL AGREEMENT (this "***Agreement***") is entered into as of this __ day of _____, 2009 (the "***Effective Date***"), by and between Maritime Communications/Land Mobile, LLC, 6200 Hwy. 62 East, Bldg. 2501 Suite 275, Jeffersonville, Indiana ("***Seller***") and Big Rivers Electric Corporation, 201 Third Street, P.O. Box 24, Henderson, Kentucky ("***Buyer***").

A. Seller and Buyer have entered into a certain Partitioned License Purchase Agreement, dated February __, 2009 (the "***Purchase Agreement***"), pursuant to which, among other things, Seller has agreed to assign and otherwise convey to Buyer the Partitioned License;

B. Pursuant to Section 3 of the Purchase Agreement, Buyer and Seller have agreed to close on such Agreement prior to receipt of Final Orders as defined in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties, intending to be bound legally, agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings given them in the Purchase Agreement.

2. Reversing of Purchase and Sale.

2.1 Condition Reversing of Purchase and Sale. In accordance with Section 6.5 of the Purchase Agreement, the transactions effected pursuant to the Purchase Agreement shall be unwound and reversed in the event, and only in the event, of the occurrence of one or more of the following conditions ("***Reversal Triggers***"):

(i) [redacted]

(ii) pursuant to a Final Order, the FCC or any court of competent jurisdiction orders the return of the Partitioned License to Seller or the dissolution, unwinding or other reversal of the purchase and sale pursuant to the Purchase Agreement;

(iii) [redacted]

(iv) the FCC or any court of competent jurisdiction revokes (or, in the case of a court, reverses or remands) the FCC Partitioned License Consent (or any aspect thereof);

(v) [redacted] Buyer agrees to notify Seller within twenty (20) days of Buyer's notice of the occurrence of the circumstances described in this Section 2.1(v);

(vi) the FCC or any court of competent jurisdiction revokes (or, in the case of a court, reverses or remands) any of the FCC Seller License Modification Consents; or

(vii) [redacted] Buyer agrees to notify Seller within twenty (20) days of Buyer's notice of the occurrence of the circumstances described in this Section 2.1(vii).

2.2 Reversal Closing. In the event that one or more of the Reversal Triggers occurs [redacted] proceed with a Reversal Closing (as hereinafter defined) in accordance with Section 6.5 of the Purchase Agreement, subject to the requisite prior FCC approval ("***FCC Reversal Consent***"), the parties shall reverse and unwind the transactions effected pursuant to the Purchase Agreement (the "***Reversal Closing***"). The Reversal Closing shall occur no later than the date designated by the FCC or court of competent jurisdiction, or if no such date is designated by the FCC or court or court of competent jurisdiction, as soon as reasonably practicable, and in any event no later than thirty (30) days after the event requiring the reversing of the transactions effected pursuant to the Purchase Agreement ("***Reversal Closing Date***").

2.3 Obligations at Reversal Closing. At the Reversal Closing:

(i) Buyer shall assign, transfer, sell, convey and deliver to Seller, and Seller shall acquire from Buyer the Partitioned License;

(ii) Upon return of the Partitioned License to Seller as evidenced by an order of the FCC, [redacted] Seller will comply with such request.

(iii) Buyer shall deliver conveyance documentation to Seller in form sufficient to transfer and convey to Seller the Partitioned License; and

(iv) Seller shall assume or re-assume all liabilities and obligations relating to the Partitioned License to which Buyer is subject pursuant to the Purchase Agreement and all liabilities, obligations and agreements entered into by Buyer in the ordinary course of business with respect to the Partitioned License between the Closing Date and the Reversal Closing Date. Seller shall deliver to Buyer an assignment agreement similar to that delivered by Buyer to Seller pursuant to the Purchase Agreement.

3. Expenses. The expenses involved in the reversing pursuant to this Agreement shall be borne by the party incurring same, including without limitation accounting and legal fees; provided, however, that if either party is exclusively at fault for causing the occurrence of the Reversal Trigger, then such party at fault shall pay the other party's reasonable expenses incurred in connection with this Agreement.

4. Termination.

4.1 This Agreement shall terminate automatically upon the delivery of written notice by Buyer to Seller that this Agreement is terminated or, if no such notice is given, the Reversal Agreement Termination Date. For purposes of the foregoing, "Reversal Agreement Termination Date" shall mean the later of (a) the date on which [redacted] or (b) the date on which [redacted].

4.2 Seller and Buyer acknowledge and agree that [redacted] to proceed with a Reversal Closing pursuant to the Reversal Triggers set forth in Sections 2.1 (i), (iii), (v), and (vii) [redacted] (a) the date of the grant of the FCC Partitioned License Consent or (b) the date of the grant of all of the FCC Seller License Modification Consents. For the avoidance of doubt, [redacted] to proceed with a Reversal Closing pursuant to the Reversal Triggers set forth in Sections 2.1 (ii), (iv), and (vi) shall continue until the Agreement is terminated as set forth in Section 4.1.

5. Default. In the event that Seller is in breach of its obligation to repay the Purchase Price pursuant to Section 2.3(ii):

5.1 Buyer (subject to any required consent of the FCC) may appoint a trustee to receive and operate the Partitioned License (the "***Trustee***"). The Trustee shall operate the Partitioned License in the ordinary course of business for Buyer's benefit.

5.2 The Trustee shall arrange for the sale of the Partitioned License to a third party buyer unrelated to Buyer ("***Third Party Buyer***"). Such sale shall be at arm's length. The proceeds of the sale of the Partitioned License (the "***Proceeds***") shall be paid to Buyer and shall reduce Seller's liability to Buyer hereunder. In the event that the Proceeds of the sale exceed Seller's liability to Buyer hereunder, the excess shall be paid to Buyer, and Seller shall have no

right or interest with respect to the excess Proceeds. In the event that the Proceeds of the sale do not completely satisfy Seller's liability to Buyer hereunder, Seller shall remain fully liable to Buyer for any portion of the Purchase Price not repaid to Buyer.

5.3 The commercially reasonable fees and expenses of the Trustee shall be paid by Seller, or if paid by Buyer, reimbursed to Buyer by Seller.

5.4 Seller agrees that Buyer may assign, without the necessity of any further consent of Seller, to the Third Party Buyer all or any part of Buyer's rights under the Purchase Agreement and related agreements.

6. Successors and Assigns.

6.1 Except as set forth in Section 5.2, the rights of any party under this Agreement shall not be assignable by such party hereto prior to the Reversal Closing without the prior written consent of the other, such consent not to be unreasonably withheld; provided, however, that (i) notwithstanding such assignment, the assigning party (Buyer or Seller) shall not be released from any liabilities or obligations hereunder, and (ii) such assignment shall not cause a delay in the receipt of the FCC Reversal Consent.

6.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person, other than the parties and their successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement.

7. No Public Announcement. No party shall, without the approval of the other, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by law, in which case the other party shall be advised and the parties shall use their reasonable efforts to cause a mutually agreeable release or announcement to be issued; provided, that the foregoing shall not preclude communications or disclosures necessary (i) to implement the provisions of this Agreement, including communications with vendors and suppliers in the regular course of business, or (ii) to comply with accounting or Securities and Exchange Commission disclosure obligations or applicable FCC disclosure obligations, including in connection with obtaining the FCC Reversal Consent, by a party or any of its Affiliates.

8. Notices. All notices, certifications, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if mailed, by certified mail, first class postage prepaid, or if delivered personally, or if sent by facsimile, with transmission confirmed by telephone:

If to Seller:

Maritime Communications/Land Mobile, LLC

218 N. Lee Street
Suite 318
Alexandria, VA 22314
Attention: John Reardon
Telephone: (703) 778-6555
Facsimile: (703) 548-4399

If to Buyer:

Big Rivers Electric Corporation
201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
Attention: Dave Crockett, Vice-President
Telephone: (270) 827-2561
Facsimile: (270) 827-2558

With a copy to (which shall not constitute notice):

Hogan & Hartson L.L.P.
Columbia Square
555 Thirteenth Street, NW.
Washington, DC 20004-1109
Attention: Joel S. Winnik, Esq.
Telephone: (202) 637-5600
Facsimile: (202) 637-5910

or to such other address or addresses as may hereafter be specified by notice given by any of the above to the others. Notices given by United States certified mail as aforesaid shall be effective on the third Business Day following the day on which they were deposited in the mail. Notices delivered in person shall be effective upon delivery. Notices given by facsimile shall be effective when transmitted, provided facsimile notice is confirmed by telephone and is transmitted on a Business Day during regular business hours of the receiving party.

9. Entire Agreement; Amendments. This Agreement and the Schedules and Exhibits referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements and understandings between the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

10. Waiver. Any failure of either Buyer or Seller to comply with any obligation, covenant, agreement or condition herein may be waived by the other party only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon

strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof; provided, however, that if the removal of such offending term or provision materially alters the burdens or benefits of any of the parties under this Agreement, the parties agree to negotiate in good faith such modifications to this Agreement as are appropriate to ensure the burdens and benefits of each party under such modified Agreement are reasonably comparable to the burdens and benefits originally contemplated and expected.

12. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto.

13. No Third-Party Beneficiary. With the exception of the parties to this Agreement and their permitted successors and assigns, there shall exist no right of any Person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

14. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to choice of law principles.

15. Exclusive Jurisdiction; Venue.

15.1 Each of the parties hereto hereby consents to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Kentucky, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of, or in connection with, this Agreement or any of the transactions contemplated hereby or thereby, including, without limitation, any proceeding relating to ancillary measures in aid of arbitration, provisional remedies and interim relief, or any proceeding to enforce any arbitral decision or award.

15.2 Each party hereby expressly waives any and all rights to bring any suit, action or other proceeding in or before any court or tribunal other than the federal and state courts located in the Commonwealth of Kentucky, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, and covenants that it shall not seek in any manner to resolve any dispute other than as set forth in this Section 15 or to challenge or set aside any decision, award or judgment obtained in accordance with the provisions hereof.

15.3 Each of the parties hereto hereby expressly waives any and all objections it may have to venue, including, without limitation, the inconvenience of such forum, in any of such courts.

16. Headings. Subject headings are included for convenience only and shall not effect the interpretation of any provisions of this Agreement.

17. Specific Performance. Seller acknowledges that irreparable damages would occur if any of the provisions of this Agreement related to Seller's obligations were not performed by Seller in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, notwithstanding anything to the contrary contained herein, Buyer shall be entitled to an injunction or injunctions to prevent breaches by Seller of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, in addition to any other remedy to which Buyer is entitled at law or in equity. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law and the requirement that Buyer post a bond. The parties acknowledge and agree that neither Seller nor any of its Affiliates shall have the right to specific performance, injunctive or equitable relief against Buyer or any Affiliate of Buyer.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Transaction Reversal Agreement to be executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name: _____
Title: _____

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF FCC WAIVER REQUEST

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

In the Matter of	)	
	)	
Request of Big Rivers Electric Corporation	)	
for Waiver of Certain Part 90 Rules	)	
	)	File No. _____
	)	
	)	
	)	
	)	
	)	

To: Chief, Wireless Telecommunications Bureau

REQUEST FOR WAIVER

Big Rivers Electric Corporation ("BREC"), pursuant to Sections 1.3 and 1.925 of the Commission's rules, respectfully requests waivers of certain rules applicable to Automated Maritime Telecommunications System ("AMTS") licenses as part of the instant application for assignment and geographic partitioning of Call Sign WQGF316 (the "License") from MC/LM to BREC. BREC seeks these waivers so that BREC can deploy a state-of-the-art Private Land Mobile Radio ("PLMR") communications system in Western Kentucky on Channel Block A at 217.5 – 218.0 / 219.5 – 220.0 MHz to support critical electric public utility operations. Attached as Exhibit A is a table that lists the rules which BREC seeks to be waived, including a brief description of each rule and the reason for waiver.[1] BREC believes that waiver of these

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[1] Specifically, BREC seeks waiver of the following rule sections: 80.92(a); 80.102(a); 80.105; 80.123(a),(b),(e),(f) & (g); 80.215(h)(5)(i); 80.475(c); and 80.479(c).

enumerated provisions would be sufficient to permit BREC to operate its proposed system in a manner that is materially consistent with the operation of a typical Part 90 PLMR system. However, BREC requests the waiver of any additional rule provision which the Commission may determine to be necessary for such operation.

As discussed below, the public interest requires waiver of these rules. The advanced communications system to be deployed by BREC at these frequencies will support the operation of a critical infrastructure industry (CII), enhance efficiency and reliability of the electric power grid and promote public safety by permitting effective response by the public utility in emergency situations. Grant of the requested waiver will also advance the Commission's spectrum efficiency and flexible use goals and encourage intensive use of the AMTS spectrum.

I. BREC

BREC is an electric generation and transmission cooperative headquartered in Henderson, Kentucky and owned by its three member system distribution cooperatives—Jackson Purchase Energy Corporation, headquartered in Paducah; Kenergy Corp., headquartered in Henderson; and Meade County Rural Electric Cooperative Corporation, headquartered in Brandenburg (together, the "BREC Companies"). BREC, supplies the wholesale power needs of its three member systems and markets surplus power to non-member utilities and power markets. The three member cooperatives in turn provide retail electric power and energy to more than 111,000 residential, commercial, and industrial customers in portions of 22 Western Kentucky counties.

II. GRANT OF THE REQUESTED WAIVER IS IN THE PUBLIC INTEREST

A. Waiver Standards

The Commission will grant a waiver request where: (i) the underlying purpose of the rule at issue would not be served or would be frustrated by its application, and that a waiver is in the public interest; or (ii) in view of the unique circumstances, application of the rule would be

inequitable, unduly burdensome or contrary to the public interest.[2] Waiver is appropriate if special circumstances warrant a deviation from the general rule, and such a deviation will serve the public interest.[3] In addition, the Commission has provided specific guidance to applicants requesting waivers of the Commission's Part 80 rules to use AMTS spectrum for land mobile radio operations.[4] As demonstrated below, the request for waivers meets these standards.

B. BREC's Proposed Operations and Waivers Needed

BREC seeks authority to deploy and operate a new PLMR communications system across the region served by its electric public utility system. BREC requires use of these frequencies to build and operate a new, state-of the-art communications system for electric public utility operations. The Commission has classified electric utilities as "Critical Infrastructure Industries,"[5] and NTIA has emphasized the importance of utilities to the Nation's economic security.[6] This initiative will promote the effective and efficient operation of the grid, consistent

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2 47 C.F.R. § 1.925(b)(3); *see also* 47 C.F.R. § 1.3 (stating that the Commission can waive or suspend any portion of its rules "for good cause shown").

3 *Northeast Cellular Tel. Co. v. Fed. Communications Comm'n*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*citing WAIT Radio v. Fed. Communications Comm'n*, 418 F.2d 1153, 1159 (D.C. Cir. 1969)).

4 MariTEL, Inc. and Mobex Network Services, LLC Petitions for Rule Making to Amend the Commission's Rules to Provide Additional Flexibility for AMTS And VHF Public Coast Station Licensees, Report and Order, 22 FCC Rcd 8971 ¶ 26 (2007) ("*AMTS Flexibility Order*").

5 *See Improving Public Safety Communications in the 800 MHz Band*; WT Docket No. 02-55, Notice of Proposed Rulemaking, 17 FCC Rcd 4873, 4894 at ¶ 36, n.96 (200s).

6 See Marshall Ross and Jeng Mao, "Current and Future Spectrum Use by the Energy, Water and Railroad Industries, Response to Title II of the Departments of Commerce Justice, State, the Judiciary and Related Agencies Appropriations Act, Pub. L. No. 106-553," U.S. Dep't of Commerce, National Telecommunications and Information Administration (Jan. 30, 2002) (utility "system disruptions that are not quickly restored pose potential threats not only to Public Safety, but also to the Nation's economic security."). *See also*, President's Commission on Critical Infrastructure Protections, "Critical Foundations – Protecting America's Infrastructures" at ix (Oct. 1997) (the Nation's "economic prosperity, and quality of life have long depended on the essential services" that utilities provide).

with the need, recognized by Congress and the Executive Branch, for the application of new technology to manage distribution of electricity in a manner that maximizes efficiency and supports effective responses in critical situations.[7] The system is designed to integrate both fixed and mobile communications requirements, including data, video and voice, as required for the efficient, reliable, safe and secure operation of the grid throughout the territory. Among other features, the system will provide increased functionality with respect to monitoring equipment performance and service quality, placing essential backup facilities into operation or rerouting power distribution when required, dispatching repair crews where necessary, and metering. Moreover, it is contemplated that the system will ultimately employ advanced communications technologies to support automated control of the electric power grid in the service areas of the BREC Companies.

BREC requests that the Commission grant the necessary rule waivers for it to operate a PLMR system throughout the partitioned license area on substantially the same basis available to Part 90 PLMR licensees. Specifically, BREC requests the waiver of the rules listed in Exhibit A. As shown in Exhibit A, the majority of these rules could not logically be applied to an exclusive-use, private land mobile system that does not intend to service maritime traffic. For example, many of these rules require the AMTS licensee to communicate with ship stations and give

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7 *See* U.S. Office of Management and Budget, ExpectMore.gov, "Detailed Information on the Electric System Research and Development Assessment," available at http://www.whitehouse.gov/omb/expectmore/detail/ 10003241.2006.html ("[A]ging infrastructure, and lack of real-time information are contributing to shortcomings in electric capacity, vulnerabilities in security, and threats to reliability. The current transmission and distribution system is limited by the speed in which it can respond to disturbances. This increases vulnerability to higher number and greater spread of long-term outages."); U.S. House of Representatives, "Energy Policy Act of 2005, Report of the Committee on Energy and Commerce on H.R. 1640," Rept. 109-215 at 171 ("Legislation is needed to address the issues of transmission capacity, operation and reliability."); U.S. Senate, "Energy Policy Act of 2005, Report to accompany S. 10," Rept. 109-78 at 8 ("Billions of dollars need to be invested in the national transmission grid to ensure reliability....").

priority to marine communications,[8] and would apply burdensome administrative procedures to the communications that are typical of a solely-land PLMR system.[9] Other rules establish operational standards that are not needed for a private, internal-use only system,[10] or are not needed for trunked systems.[11] Therefore, the purpose underlying these rules – *i.e*, ensuring appropriate access by ship stations to maritime communications systems – would not be undermined in a situation where the spectrum will be used to help operate and protect a critical infrastructure industry rather to provide a maritime communications system.

To obtain Part 90-like coverage capabilities in BREC's operating territory, waivers of certain Part 80 power and antenna height rules are also needed.[12] Specifically, BREC requests a waiver of § 20.215(h)(5)(i), which limits ship station transmitter output to 25 watts, with an ERP not exceeding 18 watts. BREC requires a limit of 50 watts (at the input to the antenna) for its mobile and fixed terminals, with an ERP not to exceed 100 watts. Notably, BREC does *not* require a waiver of base station power limits, and will be able to comply with the 1000 watt ERP

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8 *See* §§ 80.105; 80.123(b), (f) & (g); and 80.475(c). With regard to the requirement in Section 80.475(c) that services be provided to ship stations in emergencies without prior arrangements, BREC notes that, in contrast to VHF radios which are widely available from electronic retailers, BREC's trunked radio equipment would not be able to "see" a particular ship radio unless it had been pre-programmed into the BREC network.

9 *See* §§ 80.123(a); 80.479(c).

10 *See* § 80.102(a).

11 *See* § 80.92(a). This rule, adopted before establishment of AMTS, requires the station operator to determine that the frequency is not in use before transmitting. Because the rule seems to contemplate only a manual system, BREC seeks a clarification that the rule does not apply to automated systems such as AMTS. In the alternative, BREC seeks a waiver to permit the operation of its planned trunked radio system.

12 *See* §§ 80.123(e); 80.215(h)(5)(i).

specified in § 80.215(h)(1).[13] BREC expects that its base stations will generally have an ERP of no more than 500 watts. BREC also requests a waiver of § 80.123(e)'s 6.1 meter antenna height limit. BREC expects to operate fixed telemetry stations which will require higher limits, not to exceed 100 feet.[14]

The above-referenced power and antenna waivers are needed because BREC requires ubiquitous coverage throughout its service area. The power and antenna height rules in Part 80 were established with the expectation that the relevant topography for the maritime services would generally be flat and unimpeded, as is typically the case near oceans and rivers. By contrast, BREC's operating territory contains many mountains and canyons, with heavy tree coverage that further attenuates radio signals. Moreover, BREC's network must overcome interference generated from the electric distribution and transmission systems. Due to critical safety concerns, BREC personnel working in proximity to high-voltage electrical transmission lines or substations must be able to communicate without interference or material degradation of the signal. These factors of difficult terrain and interference from high-voltage sources represent unique circumstances which warrant a deviation from the Part 80 rules. Because it would be prohibitively expensive to build a sufficient number of additional base stations to compensate for these circumstances, application of the Part 80 rules would be "unduly burdensome."

Providing BREC with the greater flexibility requested herein should not pose interference concerns. BREC understands the need to limit any harmful interference to TV reception and, in accordance with § 80.215(h)(2), a TV channel 10/13 interference mitigation plan is being filed in

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13 Applies to stations with an antenna height less than 61 meters and located more than 169 kilometers from the antenna of a channel 13 TV station and more than 129 kilometers from the antenna of a channel 10 station.

14 To the extent § 80.123(e) could be interpreted to apply to base station antennas, BREC will require a waiver to permit heights of up to 400 feet.

conjunction with MC/LM's license modification application which seeks authority for specific station sites to be located within the partitioned license area. Likewise, co-channel AMTS licensees should not be affected. The only incumbent site-based licenses falling within 120 kilometers[15] of BREC's planned sites are held by MC/LM, and these licenses will be surrendered for cancellation prior to the assignment of the partitioned area. Moreover, MC/LM will be the only geographic co-channel licensee to share a border with BREC, and BREC and MC/LM have worked closely to ensure that there will be no interference to either party after the partitioning. Accordingly, the purpose underlying the Part 80 power and antenna height limit rules would not be undermined by grant of the requested waivers.

C. Grant of the Waiver Is Consistent with Commission Precedent and Policies

The Commission has previously found waivers of the AMTS rules to provide PLMR service to be in the public interest. In 2005, the Commission granted Northeast Utilities Service Company ("NUSCO"), an electric power provider, a waiver to permit the use of AMTS spectrum for PLMR service.[16] In granting the waiver request, the Commission found that permitting the use of the AMTS spectrum for PLMR operations "would promote the efficient use of AMTS spectrum and serve the public interest by supporting critical power utility operations."[17] The planned BREC system similarly would be highly spectrum-efficient and would support public utility operations. In addition, a waiver would facilitate the prompt deployment of public safety

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15 *See* § 80.385(b), establishing protection criteria for any incumbent licensees within 120 kilometers.

16 *Application of AMTS Consortium, LLC. to partially Assign License for Station WQCP810 to Northeast Utilities Service Company*, Order, 20 FCC Rcd 17975 (Wir. Tel. Bur. PSCID 2005).

17 *Id.* at 10.

improvements across BREC's utility footprint.[18] The waiver is also consistent with other prior waiver grants in which the Commission has authorized PLMR use of maritime spectrum by public utilities, including by PacifiCorp which, like BREC, sought a waiver of several Part 80 rules so that it could operate a complex private land mobile system as a critical component in the safe and efficient operation of its electrical system.[19]

In this case, BREC has determined that other spectrum is unavailable or unsuitable for the required mission-critical system. BREC and its members have extensive experience with legacy systems operating in the 150 MHz, 450 MHz and 800 MHz portions of the private land mobile radio spectrum. Their operating areas in western Kentucky have heavy tree cover, rolling hills and often canyon areas where propagation at the 450 MHz and 800 MHz portions of the spectrum experience more severe attenuation. Frequencies in the 150 and 220 MHz bands provide the most cost effective system options. BREC has conducted extensive spectrum research and has engaged engineers and other technical consultants in order to identify appropriate frequencies on which to deploy its communications system. Adequate protected spectrum for mission critical operations is not available in the 150 MHz range, leaving 217-220 MHz as the most cost effective alternative.

BREC has concluded that AMTS Channel Block A in the region effectively meets those needs. Among other things, this AMTS spectrum offers exclusive-use rights (required for BREC's essential public utility operations) and allows for the appropriate mix of geographic

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18 Like NUSCO, BREC's planned system does not contemplate the provision of maritime service.

19 *See* Wireless Telecommunications Bureau Assignment of Authorization and Transfer of Control Applications Action, Public Notice, Report No. 1816 (WTB rel. Apr. 28, 2004) (FCC File Nos. 0001554439, 0001554477) (assignment from Warren C. Havens to Pacificorp); *see also*, *e.g.*, *County of Placer*, Order, 20 FCC Rcd 3657 (Wir. Tel. Bur. PSCID 2005); *Commonwealth of Virginia*, Order, 19 FCC Rcd 15454 (Wir. Tel. Bur. PSCID 2004).

coverage, frequency separation, and spectrum bandwidth. Other frequencies authorized for PLMR services, including channels assigned to the Part 90 Industrial/Business Pool (mostly shared use) and the increasingly congested spectrum in the 800-900 MHz range, fail to provide the technical feasibility and protection from harmful interference that are essential to BREC's proposed system. In addition, by using readily available Part 90-type equipment as part of its communications system, BREC can reduce the cost of the system and, in turn, increase the efficiency of the utility services provided to its customers.

BREC and MC/LM, the licensee of the geographic area to be partitioned and the surrounding areas, have worked closely together to ensure that operations under the existing and partitioned licenses will be compatible and will not interfere with the availability of maritime services to the public. BREC's signal strength will be limited to 38 dBu at the border with MC/LM's license area, in compliance with § 80.479(b). Thus, the maritime community's ability to meet its operational, safety and security communications needs would be unaffected by granting this waiver request.[20] Although portions of the geographic area to be partitioned to BREC in Western Kentucky are located along navigable waterways, users traveling on such waterways would continue to be served if the Commission granted this waiver request. For example, MC/LM provides service using AMTS B Block incumbent licenses in this area, and VHF Public Coast ("VPC") stations present another option. In addition, multiple cellular and PCS operators, also provide communications service over the navigable waterways near BREC's utility system.

The waiver will also advance the Commission's spectrum efficiency and flexible use goals and encourage intensive use of the AMTS spectrum. In streamlining AMTS service rules,

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20 *See AMTS Flexibility Order* ¶ 19.

the Commission highlighted that the rule changes would "increase competition in the provision of telecommunications services, promote more efficient use of maritime spectrum, increase the types of telecommunications services available to vessel operators, allow maritime commercial mobile radio service (CMRS) providers to respond more quickly to market demand, and reduce regulatory burdens on AMTS and high seas public coast station licensees."[21] When it afforded AMTS licensees with additional operational flexibility to provide service to units on land in 2007, the Commission also stated that its actions would "enable VPC and AMTS licensees to compete more effectively against other commercial mobile radio service (CMRS) providers; facilitate more efficient use of VPC and AMTS spectrum; *and provide an additional means to meet growing demand for spectrum by PLMR licensees and end users, including public safety and critical infrastructure industry (CII) entities.*"[22] The requested waivers advance these key public policy goals.

Moreover, as the Commission's Spectrum Policy Task Force recommended, "[t]he Commission should seek to avoid rules that restrict spectrum use to particular services or applications . . ." and should give spectrum users "maximum possible flexibility to decide how spectrum will be used . . . so long as they comply with the general parameters applicable to the band."[23] Because the *AMTS Flexibility Order* determined to keep the general Part 80 framework in place, providing the relief requested herein through the individualized waiver process is consistent with the Task Force's recommendation.

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21 *Amendment of the Commission's Rules Concerning Maritime Communications*, Second Memorandum Opinion and Order and Fifth Report and Order, 17 FCC Rcd 6685 ¶ 2 (2002).

22 *AMTS Flexibility Order* ¶ 1 (emphasis added).

23 Spectrum Policy Task Force Report, ET Docket No. 02-13, 16-17 (Nov. 2002). As noted above, maritime users will remain well-served if the Commission grants this request for waivers.

IV. CONCLUSION

For the foregoing reasons, BREC and MC/LM respectfully request that the Commission grant the waiver requests made herein.

Respectfully submitted,

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February ___, 2009

EXHIBIT A

Part 80 AMTS Rules to be Waived		
Rule Section	Subject Matter at Issue	Explanation
80.92(a)	Prevention of Interference (must determine that frequency is not in use before transmitting)	Seek clarification that rule, which predates AMTS, does not apply to automated systems such as AMTS. Waiver sought in the alternative, as provision is not consistent with the operation of a trunked radio system.
80.102(a)	Radiotelephone Station Identification (ID required at the beginning and end of each communication, and every 15 mins. for sustained communications)	Transmission at the beginning and end of each communication is unnecessary for an exclusive, internal-use only system. Waiver sought to operate pursuant to §90.245, while still retaining the unique identifier requirement in §80.123(c).
80.105	General Obligations of Coast Stations (must receive calls from ship or aircraft)	Provision is not consistent with the operation of a private land mobile radio system.
80.123	Service to Stations On Land	
(a)	Special administrative requirement for land stations.	Provision is not consistent with the operation of a private land mobile radio system.
(b)	Must give priority to marine communications.	Provision is not consistent with the operation of a private land mobile radio system.
(e)	Transmitter power & antenna height limitations (antenna height limited to 6.1 meters)	For land mobile and fixed stations, higher antenna height is needed for telemetry stations given terrain. To the extent height limit is applicable to base stations, waiver is also sought in order to provide adequate coverage given terrain. *See 80.215(h) for transmitter power waiver request.*
(f)	Land stations may only communicate with public coast stations.	Provision is not consistent with the operation of a private land mobile radio system.
(g)	Land station must cease operation upon notice of interference to marine communications.	Provision is not consistent with the operation of a private land mobile radio system.
20.215(h)(5)(i)	Transmitter Power (ship station transmitter output limited 25 watts with an ERP not exceeding 18 watts)	Higher power needed for land mobile and fixed units due to terrain. Seek a limit of 50 watts at the input terminals to the antenna and an ERP of up to 100 watts.
80.475(c)	Scope of Service of AMTS (Private mobile service may be provided only to licensees who have made cooperative arrangements with the AMTS licensee. Services must be provided to ship stations in emergencies without prior arrangements.)	Waiver is appropriate because system will be limited to licensee's own use. Service to ship stations is not consistent with the operation of a private land mobile radio system. For ship stations to be seen by BREC's trunked network, they would need to be pre-programmed into system,
80.479(c)	Assignment and Use of Frequencies For AMTS (Need written consent from other licensees for mobile-to-mobile communications).	Provision is not consistent with the operation of a private land mobile radio system.

EXHIBIT D

FCC SELLER LICENSE MODIFICATION APPLICATIONS MATERIALS

Big Rivers Electric Corporation
Plan for Mitigating Channel 10/13 Interference

In accordance with FCC Rule Section 80.215 (h) Big Rivers Electric Corporation (BREC) submits the following:

80.215(h)(2)(i)(ii) Description of Interference Contour and Residences Affected

The interference contours (for Channel 10 and Channel 13) and a calculation of the potential residences affected were determined in the "Analysis of Interference Potential In the 217 MHz Band Prepared For Big Rivers Electric Corporation" prepared by UTC Spectrum Services. This report was completed February 11, 2009 and is attached to this exhibit. The results of the study indicate that four of the proposed BREC station locations fall within the Grade B contour of station WBKO, channel 13, Bowling Green, Kentucky. There was no impact on any other channel 13 station or any channel 10 station.

80.215(h)(3)(i) Suitability of Proposed Sites

BREC submits that the sites identified in this application are the most suitable for the subject system. There are no other locations that could provide the required radio coverage and not be located somewhere within the broadcast Grade B contour of station WBKO, channel 13. All but one of these proposed BREC radio sites is co-located at existing BREC microwave stations, offices, warehouse facilities or electric substations. These locations have towers, buildings, back-up power systems and highly reliable microwave links facilitating the support and control of this radio system. Locating these radio facilities at BREC company locations allows for the most cost effective implementation, thereby minimizing costs to their owner-electric consumers. In addition, these locations were chosen for this mission critical mobile communications system to provide access security and high quality radio coverage to mobile field forces working on nearby electric substations, transmission and distribution lines and related facilities. Due to the hazardous voltages and need to maintain these systems to provide essential electric service to the public, in all weather conditions, BREC field personnel require a high reliability system at these locations as designed.

80.215(h)(3)(ii) Plan to Control Interference

The Commission's rules concerning the potential interference to broadcast TV channels 10 and 13 date to the 1980's. At that time, typical television receiver performance specifications of 1970's era units were used as a basis to conclude that interference might occur. As more than 35 years have passed and with advances in digital receiver technology, newer television receivers are likely to have better receiver selectivity and less susceptibility to BREC's low power, adjacent band, radio transmitters. In addition, with the conversion of most analog television transmissions to digital (including WBKO), any television sets that are

more than several years old will have a digital converter box as the over the air interface to the signals. There has been no reported, documented interference incident caused by an AMTS system or a land mobile system operating in this AMTS spectrum. With digital television receivers or an analog television receiver with a digital converter front end, this type of interference is highly unlikely.

The analysis performed by UTC Spectrum Services identified a small number of households within the Grade B contour of television station WBKO. In the unlikely event of interference to these households, BREC's plan to control interference will be to:

1. Make adjustments to BREC radio system base station antenna patterns
2. Utilize additional filtering at the BREC radio base station(s) or at the affected viewer's television(s).
3. If all other efforts fail, purchase a new television antenna for the interfered Channel 13 viewer.

80.215(h)(3)(iii) Adjustments in the TV Receivers

BREC is prepared to take full responsibility for correcting interference to the viewers within the Grade B contour of the affected television station as mandated by the FCC.

80.215 (h)(4) Elimination of Interference

BREC understands its responsibility to eliminate interference caused by its operation to TV reception within the Grade B contour or to discontinue operation and otherwise to help resolve all complaints of interference.

Note: BREC has a special interest regarding any television interference to Channel 13 viewers. All the households identified within the Grade B contour are also members (customers) of Big Rivers electric cooperatives. As both a customer and member-owner of the electric cooperative, BREC has more than a passing interest in making certain that their concerns are quickly addressed and resolved.

Analysis of Interference Potential
In the 217 MHz Band
For
Big Rivers Electric Corporation

February 11, 2009

Prepared By:
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1.0 Executive Summary

Big Rivers Electric Corporation (BREC) seeks to construct and operate radio frequency communications stations in the Automated Maritime Telecommunication System (AMTS) portion of 217-220 MHz band at several locations detailed below. In accordance with FCC Rule 80.215(h), an engineering showing is required to predict the potential for interference to viewers of television channels 10 and 13. Also, in accordance with FCC Rule 80.385(b), an engineering showing is required to predict the potential for interference to other licensees of the Automated Marine Telecommunication Service (AMTS) licensed in this band.

2.0 Site Descriptions

The locations considered in this study are provided in Table 1. BREC proposes ERPs as shown below for these sites and intends to use the antennas indicated.

Proposed Repeater Site Locations								
Site	Tower Location		Ground	Trans	ERP	Antenna	Ant Dir	Tower
	Latitude	Longitude	Elevation	Ant Ht		Type[1]	(deg)	Height
	NAD 83	NAD 83	(msl in ft)	CL in ft	(watts)		Maj Lobe	(ft)
Andyville Sub	38 2 38.4	86 22 54.9	698	335	131	2	180	360
Brandenburg HQ	37 59 26.0	86 11 32.2	590	174	160	2	225	199
Crider	37 10 49.0	87 59 41.0	705	180	83	1	N/A	205
Custer Sub	37 44 16.7	86 15 07.4	810	155	86	1	N/A	180
Duncan Ridge	37 53 16.1	86 32 47.5	802	145	166	2	170	170
Hartford	37 29 50.0	86 48 51.0	700	265	75	1	N/A	290
Henderson Warehouse	37 49 9.0	87 34 6.0	387	240	147	2	180	265
Lone Hill	37 34 25.3	86 31 56.5	820	125	89	1	N/A	150
Morganfield	37 38 50.0	87 56 18.0	430	345	129	2	135	370
New York Sub	36 59 26.4	88 57 11.6	472	165	162	2	90	190
Salem	37 14 15.7	88 17 41.3	740	370	125	2	135	395
South Hanson	37 24 16.0	87 29 01.0	417	395	63	1	N/A	420
Windy Hollow	37 40 01.0	87 12 32.0	545	250	145	2	180	275

Table 1. Proposed Land Mobile System Characteristics

The site locations and the power levels used for the proposed deployment have been selected to provide BREC the desired level of radio frequency coverage while attempting to minimize the impact on population in the area.

1 Antenna Types: 1: RFS Supper Station Master Model 220-8N - Omni Directional, 6 dB gain or equivalent
2: Telewave ANT220D6-9 - Four Element Dipole, gain major lobe 8.8 dB or equivalent

3.0 Transmitter Frequencies

BREC has selected the "A" block of AMTS channels, with base station frequencies in the 217.5 to 218.0 MHz band.

4.0 Receiver Frequencies

BREC has selected the "A" block of AMTS channels, with mobile devices operating on 219.5 to 220.0 MHz band.

5.0 Guidance on Interference Analysis

5.1 Analysis of Broadcast Systems

Rule 80.215(h) specifies the requirements by which broadcast stations are considered in the analysis of interference potential. Specifically, this section states:

(h) Coast stations in an AMTS may radiate as follows, subject to the condition that no harmful interference will be caused to television reception except that TV services authorized subsequent to the filing of the AMTS station application will not be protected.

> (1) When located more than 169 kilometers (105 miles) from the antenna of a channel 13 TV station and more than 129 kilometers (80 miles) from the antenna of a channel 10 station, the ERP of coast stations having an antenna height of 61 meters (200 feet) or less above ground must not exceed 1000 watts.
>
> (2) Coast stations located less than 169 kilometers (105 miles) from a channel 13 TV station, or less than 129 kilometers (80 miles) from a channel 10 TV station, or when using a transmitting antenna height above ground greater than 61 meters (200 feet), must submit a plan to limit interference to TV reception, unless the station's predicted interference contour is fully encompassed by the composite interference contour of the system's existing stations, or the station's predicted interference contour extends the system's composite interference contour over water only (disregarding uninhabited islands). The plan must include:
>
> > (i) A description of the interference contour with identification of the method used to determine this contour; and
> >
> > (ii) A statement concerning the number of residences within the interference contour. The interference contour includes only areas inside the TV grade B contour with the latter

determined assuming maximum permissible TV antenna height and power for broadcast stations and the actual facility parameters for translators and low power TV stations. See Part 73, Subpart E of this chapter for further information on TV grade B contour determination.

(3) When located as described in paragraph (h)(2) of this section, the coast station (or stations affecting the same TV Grade B contour) will be authorized if the applicant's plan has limited the interference contour(s) to fewer than 100 residences or if the applicant:

(i) Shows that the proposed site is the only suitable location (which, at the application stage, requires a showing that the proposed site is especially well-suited to provide the proposed service);

(ii) Develops a plan to control any interference caused to TV reception within the grade B contour from its operations; and

(iii) Agrees to make such adjustments in the TV receivers affected as may be necessary to eliminate interference caused by its operations.

(4) The applicant must eliminate any interference caused by its operation to TV reception within the grade B contour that might develop within 90 days of the time it is notified in writing by the Commission. If this interference is not removed within the 90-day period, operation of the coast station must be discontinued. The licensee is expected to help resolve all complaints of interference, whether inside or outside the grade B contour.

(5) The transmitter power, as measured at the input terminals to the station antenna, must be 50 watts or less.

Additional guidance for interference calculation comes from the FCC is the form of an Office of Science and Technology (OST, now called Office of Engineering Technology (OET)) memorandum called ***Guidance for Evaluating the Potential for Interference to TV from Stations of Inland Waterways Communications Systems*, FCC/OST TM82-5**, release in July 1982. This document specifies the level of interference protection required for each AMTS block and channel 10 and 13 television systems. The details of this document form the basis for the engineering methodology used in this study.

5.2 Analysis of Licensed AMTS Facilities

Rule 80.385(b) specifies the requirements by which AMTS stations are considered in the analysis of interference potential. Specifically, this section states:

(b) Subject to the requirements of Sec. 1.924 of this chapter, Sec. Sec. 80.215(h), and 80.475(a), each AMTS geographic area licensee may place stations anywhere within its region without obtaining prior Commission approval provided:

(1) The AMTS geographic area licensee must locate its stations at least 120 kilometers from the stations of co-channel site-based AMTS licensees. Shorter separations between such stations will be considered by the Commission on a case-by-case basis upon submission of a technical analysis indicating that at least 18 dB protection will be provided to a site-based licensee's predicted 38 dBu signal level contour. The site-based licensee's predicted 38 dBu signal level contour shall be calculated using the F(50, 50) field strength chart for Channels 7-13 in Sec. 73.699 (Fig. 10) of this chapter, with a 9 dB correction for antenna height differential. The 18 dB protection to the site-based licensee's predicted 38 dBu signal level contour shall be calculated using the F(50, 10) field strength chart for Channels 7-13 in Sec. 73.699 (Fig. 10a) of this chapter, with a 9 dB correction factor for antenna height differential.

6.0 Stations Considered in the Analysis

Rule 80.215(h) (2) specifies the coordination range in distance from proposed AMTS facilities to existing broadcast stations. These distances are defined as 169 kilometers (105 miles) from the antenna of a channel 13 TV station and 129 kilometers (80 miles) from the antenna of a channel 10. Based on these distances, the following television stations are considered in this study:

Call Sign	CH#	Class	Latitude	Longitude	ERP (KW)	AGL (M)
WBKO	13	NTSC	37-23-49.0	86-26-07.0	316.0	171.4
WBXV	13	Class A	38-21-55.0	85-50-24.0	0.75	76.0
WKYT	13	DTV	38-02-23.0	84-24-10.0	30.0	274.3
WPXS	13	NTSC	38-32-39.0	88-55-26.0	302.0	293.0
K10KM	10	LPTV	37-22-16.0	89-31-52.0	0.293	273.0
W10AH	10	LPTV	37-42-29.0	89-14-05.0	0.047	70.0
NTSC = Analog		LPTV = Low Power TV			DTV = Digital TV	

Table 2. Broadcasters within Coordination Range of Proposed Sites

BREC is licensing the requested channels in cooperation with Maritime Communications/Land Mobile, LLC, the only AMTS licensee in the 217.5 MHz to 218.0 MHz band within Part 80 coordination range[2].

[2] Per search of the FCC's Universal Licensing System (ULS) on January 7, 2009.

7.0 Interference Analysis Methodology

The TM82-5 document specifies the ratio of desired to undesired signal levels, in dB, between broadcast protected contours and the interfering contours of the proposed AMTS stations. Specifically, the ratio for AMTS Block A, 217.5-218.0 MHz, is -17 dB for channel 13 and -33 dB for channel 10. This means the interfering contour for channel 13 may be 17 dB higher than the protected contour of channel 13 stations and 33 dB higher than the protected contour for channel 10.

Rule 80.215 requires that if the interfering contour of the proposed station overlaps the protected broadcast contour, the population within the overlap area must be determined and the applicant must submit a plan for limiting interference to those households. Therefore, the methodology used in this study is as follows:

Step 1. Determine broadcasters within coordination range
Step 2. Determine protected contour for each broadcaster
Step 3. Map proposed AMTS stations
Step 4. Determine interfering contour value(s) for each proposed station
Step 5. Determine if overlap results between TV contour and proposed base station
Step 6. For overlap situations, determine population in overlap areas.
Step 7. Report results

7.1 Interfering Contour Value Determination

Figures showing the broadcast stations and their respective protected contours are provided in Appendix A. These contour values were extracted from FCC Rules Part 73 Subpart E, the television broadcast rules.

Interfering contours were calculated using the data provided by the client, and the R6602 propagation model, as specified in TM82-5. The interfering contour is the f(50,10) R6602 contour with the 9 dB correction factor for land mobile systems. The resulting interfering contour values vary depending on the type of broadcast station as detailed below:

Class / Channel	CH10 Int. Contour	CH13 Int. Contour
TV	56 + 33 = 89 dBu	56 + 17 = 73 dBu
LPTV	68 + 33 = 101 dBu	68 + 17 = 85 dBu
DTV	36 + 33 = 69 dBu	36 + 17 = 53 dBu
Class A	48 + 33 = 81 dBu	48 + 17 = 65 dBu

Table 3. Determination of Interfering Contour Values

7.2 Calculation of Households in Overlap Area[3]

For the determination of households impacted by each station, two possible scenarios resulted from the location of the proposed sites with respect to the broadcasters. The first is where there is no contour overlap between the protected TV contour and the interfering contour. For this case the impacted population is zero, since there is no overlap.

The second case is where the proposed station and interfering contour are wholly contained within the protected contour of the broadcast station. The resulting interference contour and population count are based on the type of broadcast station requiring analysis. The interference contours versus broadcast contour are provided in Table 1 above.

We note that the digital television station rules do not use a Grade B contour. Instead, a 36 dBu contour is used. This contour is intended to approximate the Grade B contour of an analog TV station, and this is the value used in our analysis.

7.3 Software Used in the Analysis

The protected broadcast contours and the interfering contours were calculated using the data provided by BREC and Radio Soft's Com Study 2 analysis software. The Com Study software uses population data from the 2000 Census to determine the final results. Population data is located on the Radio Soft servers and was accessed remotely.

7.3 Antenna Modeling

BREC proposes the use of omni-directional antennas at some of the proposed sites. A generic omnidirectional antenna pattern available in the ComStudy package was used for the proposed stations. The Telewave antenna pattern was provided by the client. The only broadcast station impacted by the proposed system uses an omnidirectional antenna, allowing the use of a generic antenna pattern. Other broadcast stations were modeled using full power with omnidirectional antennas, representing worst case in all direction for these broadcasters. There is no contour overlap in these cases.

8.0 Presentation of Results

The results of the study are provided in Appendix A. For the analysis of impacted broadcast facilities, the contours often straddled the broadcast service contour. The software used allows for the determination of population in the intersection of the proposed AMTS station interference contour and the broadcast service contour and these are the results that are reported.

[3] Rule 80.215 specifies the analysis consider number of households rather than population. In order to determine the number of households impacted, the population count was divided by 2.57, the number of persons per household, as found on the US Census web site at http://www.census.gov/population/socdemo/hh-fam/tabHH-6.pdf.

9.0 Summary of Results

The results show several proposed stations and their interference contours are outside the service contours of the broadcasters considered and no population is impacted. This analysis identifies one broadcast station impacted by the proposed facilities. Station WBKO is licensed in Bowling Green KY. The station transmits in analog NTSC mode on channel 13 and has temporary authorizations to transmit in DTV format for both channels 13 and 33. It is unclear which channel will be used in the transition from analog to digital television.

Four of the proposed BREC stations have interference contours within the Grade B service contour for TV channel 13 WBKO. The proposed stations impact WBKO viewers as follows: Custer Sub, 89 households; Duncan Ridge, 17 households; Hartford, 99 households; and Lone Hill, 108 households. Only one station, Lone Hill, exceeds the 100 household criteria for interference mediation. If DTV channel 33 is selected for WBKO, no households are impacted by the proposed system. No other broadcasters are impacted.

We note that the basis for this engineering document, TM82-5, was derived from FCC measurements using analog television receivers over 20 years old and that prior to the allocation of the mobile services in this band, broadcast receivers generally had limited capability for filtering unwanted adjacent channel signals. We anticipate that the digital version of these receivers have filtration capability and will be significantly more resilient in rejecting the low power signals from the land mobile stations.

It is understood that BREC would be responsible for correcting interference to television viewers as needed and mandated by the FCC. BREC must include a plan for mitigating interference. Such mitigation plans would include filtering, upgrade of subscriber antennas or other methods that would reduce the level of interfering signal.

10.0 Professional Certification

Engineering Statement Re:

Potential for Interference to Existing Broadcast Services

By

Big Rivers Electric Corp. (BREC) Proposed
Automated Maritime Telecommunication System Operations

Upon Penalty of Perjury, I Klaus Bender, state:

That I am a registered Professional Engineer in the state of Arizona; and

That I am employed by the Utilities Telecom Council, a trade association that provides engineering services to clients in the Radio Communications field; and

That I am familiar with the Rules and Regulations and the policies of the Federal Communications Commission both in general and specifically as they apply to the treatment of interference to other services such as may be created by Commission licenses; and

That I have examined the technical information supplied by BREC and their representatives relating to their intention to install antennas, transmitters and associated technical equipment on existing communication sites; and

That the technical analysis in this document was prepared under my supervision, using engineering standards as related in the analysis; and

That this examination involved the computation of population impacted by the operation of the proposed system related to viewers of television stations 10 and 13; and

That, if interference were to occur as a result of BREC's operations, BREC would be expected to recognize its responsibility to act promptly to take steps necessary to correct the interference, including, but not limited to, filtering, frequency selection and other means determined by BREC.

Date: February 11, 2009

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
45335
KLAUS
BENDER
Date Signed
ARIZONA U.S.A.

Klaus Bender, P.E.
Registered Professional Engineer
State of Arizona Reg. No. 45335

11.0 Appendix A – Results of Analysis

Proposed Repeater Site Locations			Broadcast Information				Population Data - 2000 Census		
Site	Tower Location					DTV	f(50,10)		
	Latitude	Longitude	Station	Channel	Tech.	Channel	Contour	Count	HH
	NAD 83	NAD 83							
Andyville Sub	38 2 38.4	86 22 54.9	N/A	N/A	N/A	N/A	N/A	0	0.0
Brandenburg HQ	37 59 26.0	86 11 32.2	N/A	N/A	N/A	N/A	N/A	0	0.0
Crider	37 10 49.0	87 59 41.0	N/A	N/A	N/A	N/A	N/A	0	0.0
Custer Sub	37 44 16.7	86 15 07.4	WBKO	13	NTSC	33	73	228	88.7
Duncan Ridge	37 53 16.1	86 32 47.5	WBKO	13	NTSC	33	73	44	17.1
Hartford	37 29 50.0	86 48 51.0	WBKO	13	NTSC	33	73	253	98.4
Henderson Warehouse	37 49 9.0	87 34 6.0	N/A	N/A	N/A	N/A	N/A	0	0.0
Lone Hill	37 34 25.3	86 31 56.5	WBKO	13	NTSC	33	73	277	107.8
Morganfield	37 38 50.0	87 56 18.0	N/A	N/A	N/A	N/A	N/A	0	0.0
New York Sub	36 59 26.4	88 57 11.6	N/A	N/A	N/A	N/A	N/A	0	0.0
Salem	37 14 15.7	88 17 41.3	N/A	N/A	N/A	N/A	N/A	0	0.0
South Hanson	37 24 16.0	87 29 01.0	N/A	N/A	N/A	N/A	N/A	0	0.0
Windy Hollow	37 40 01.0	87 12 32.0	N/A	N/A	N/A	N/A	N/A	0	0.0

Antenna Type: 1: RFS Supper Stationmastern Model 220-8N - Omni Directional, 6 dB gain or equivalent
2: Telewave ANT220D6-9 - Four Element Dipole, Elect. Down Tilt - 7.5 Deg., Mech Up Tillt 7.5 Deg., gain major lobe 8.8 dB or equivalent

Table 5. Population Analysis Results

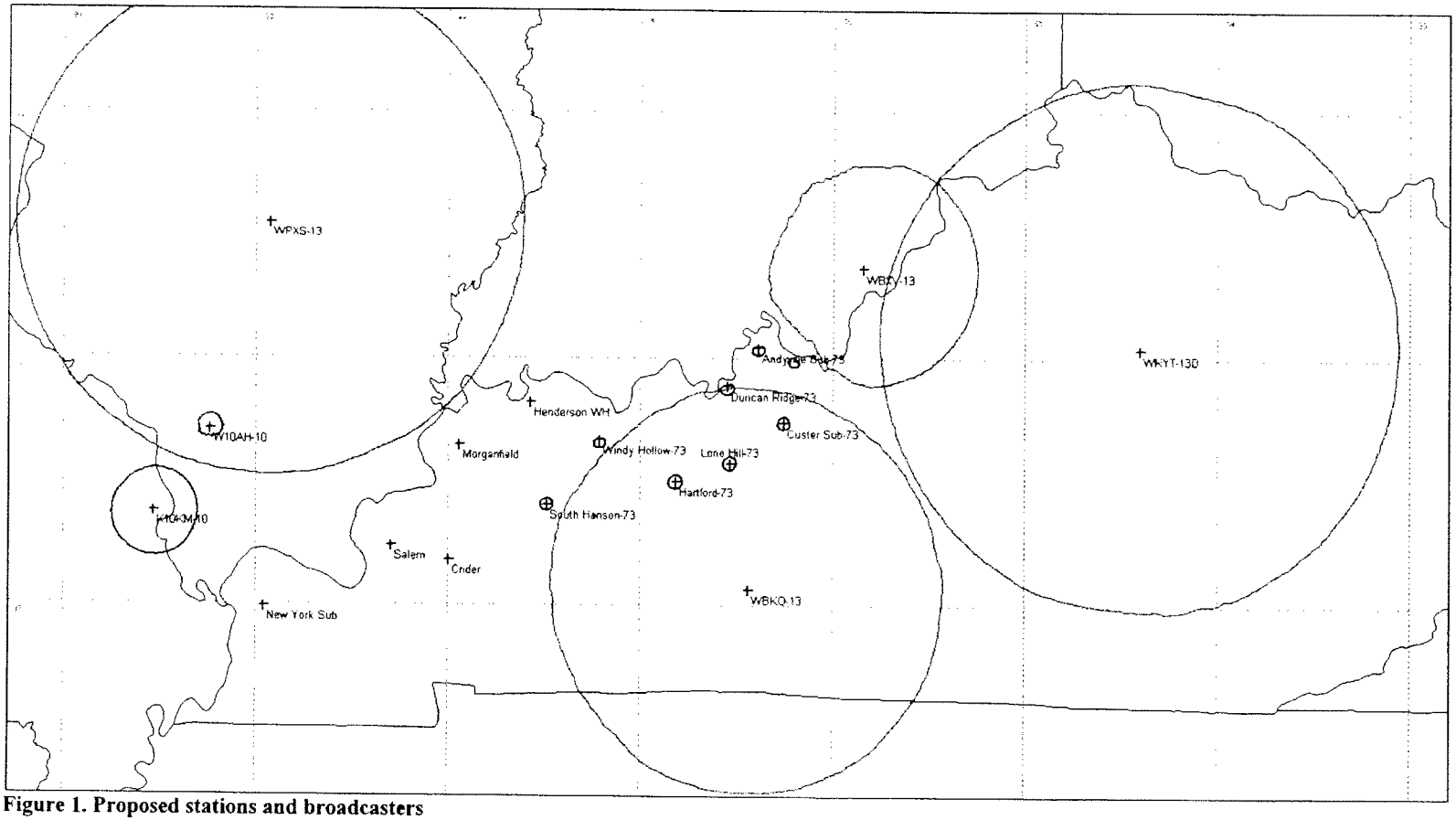

Figure 1. Proposed stations and broadcasters

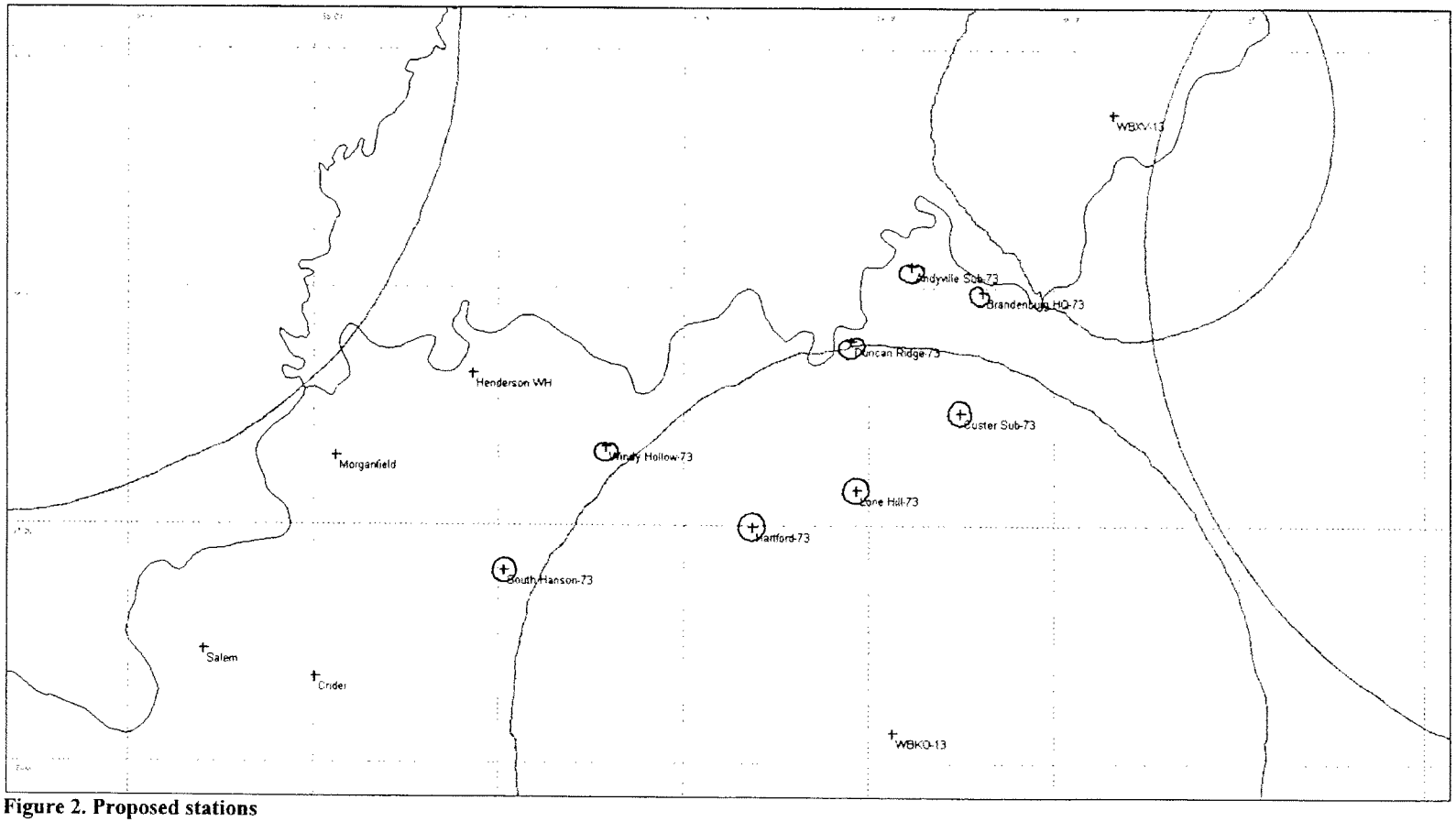

Figure 2. Proposed stations

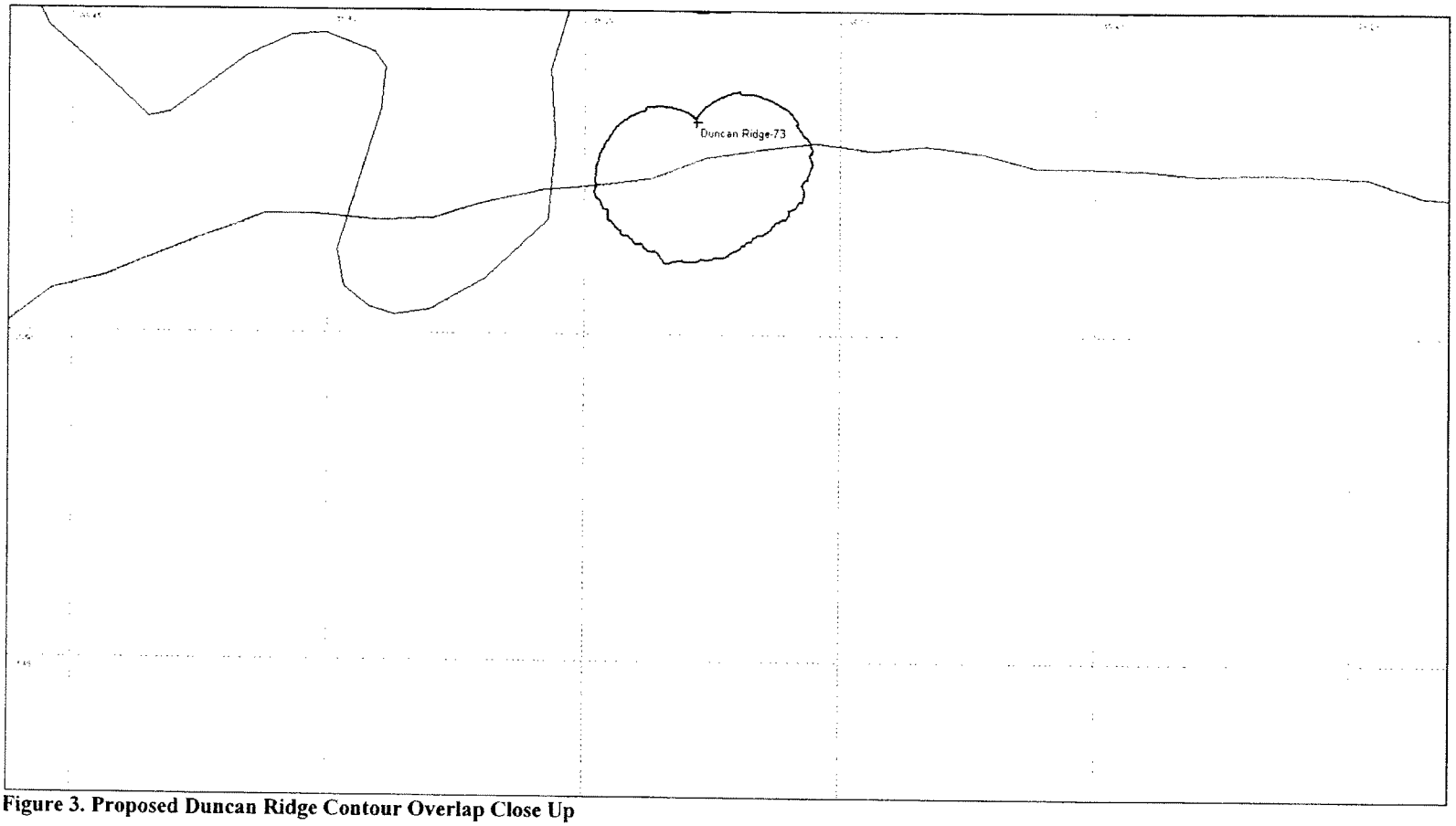

Figure 3. Proposed Duncan Ridge Contour Overlap Close Up

Before the

FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20554

FILED/ACCEPTED
JAN - 9 2007
Federal Communications Commission
Office of the Secretary

In the Matter of	)	
	)	
Request for Review by	)	
Waterway Communication System, LLC	)	FCC File No.
and	)	CC Docket No. 96-45
Mobex Network Services, LLC	)	
of Decision of Universal Service Administrator	)	

To: Marlene H. Dortch, Secretary
Attention: Chief, Wireline Competition Bureau

REQUEST FOR REVIEW

Maritime Communications/Land Mobile, LLC (MC/LM), by its attorney, hereby respectfully requests that the Commission review the action of the Universal Service Administrator (USAC) denying the demand of Waterway Communications System, LLC (Filer ID 808786, hereinafter, "Watercom") and Mobex Network Services, LLC (Filer ID 822896, hereinafter, "Mobex") (collectively, the "Payors", for refund of contributions to the Universal Service Fund (USF) made by the Payors. In support of its position, MC/LM shows the following.

Statement of Interest: The Payors provided Automated Maritime Telecommunications System service. Payors made contributions to the USF during the period 2001-2006 in the amount of $1,301,230.00 and requested that USAC refund all contributions which they had made. MC/LM now holds the Automated Maritime Land Mobile System authorizations which had been held by the Payors and, for purposes of this proceeding is the successor in interest of Payors.

No. of Copies rec'd 0+4
List A B C D E

ORIGINAL

Statement of Facts: The Payors were authorized by the Commission to provide Automated Maritime Telecommunications System (AMTS) service, a Maritime Service regulated under Part 80 of the Commission's Rules. Between 2001 and 2006, the Payors made contributions to the Universal Service Fund in the amount of $1,301,230.00. On May 8, 2006, the Payors demanded refund of those monies from USAC. The Payors provided USAC with documentation demonstrating that they had paid to USAC the amount of money which they demanded be refunded. The Payors claimed that these contributions were not required by the FCC Rules and that Payors were improperly invoiced by USAC and thereby forced to pay contributions which were not required to be paid under the FCC Rules for the Universal Service contribution program. In a letter dated November 15, 2006 (copy attached hereto), USAC denied the Payors' claim.

Question Presented for Review: Were the Payors exempt from any duty to contribute to the USF?

Statement of Relief Sought: The Payors request that the Commission order USAC to refund $1,301,230.00.

DISCUSSION

Towboat and Barge Operators are the Epitome of "Significantly Restricted Classes" of Users

At paragraph 786 of its Report and Order in CC Docket No. 96-45, 12 FCC Rcd 8776 (1997), the Commission determined not to impose Universal Service Fund contribution obligations on certain providers of telecommunications service. The Commission stated that it "agree[d] with

the Joint Board's recommendation that any entity that provides interstate telecommunications to users other than significantly restricted classes for a fee should contribute to the support mechanisms," 12 FCC Rcd at 9178. At footnote 2013 on page 9178, the Commission referred to its determination of those entities which provide service to significantly restricted classes of users.

At footnote 2013, the Commission referred to its Second Report and Order in Implementation of Sections 3(n) and 332 of the Communications Act, 9 FCC Rcd 1411, 1439 (1994) (the CMRS 2d R&O). At paragraph 67 of the CMRS 2d R&O, the Commission explained that in applying the statutory language, it looked to several relevant factors, such as the type, nature and scope of users for whom a service is intended. The Commission explained specifically that

> in the case of existing eligibility classifications under our Rules, service is not "effectively available to a substantial portion of the public" if it is provided exclusively for internal use or is offered only to a significantly restricted class of eligible users, as in the following services: (1) Public Safety Radio Services; (2) Special Emergency Radio Service; (3) Industrial Radio Services (except for Section 90.75, Business Radio Service); (4) Land Transportation Radio Services; (5) Radiolocation Services; (6) Maritime Service Stations; and (7) Aviation Service Stations,

id. Omitted footnotes after each Radio Service refer to specific Rule Sections. The footnote for Maritime Service Stations referred to 47 C.F.R. §80.15, which includes all Maritime Service Stations, including Public Coast stations of which Automated Maritime Telecommunication System stations are a species.

There are two broad categories of entities which are required to contribute to the USF, namely, mandatory contributors and permissive contributors. The Commission determined that certain entities are in the category of mandatory contributor, see, 12 FCC Rcd 8776, 9170, para. 775; and that certain other entities are in the category of permissive contributor, see, id. at 9182,

para. 793.

The Commission explained that Section 254(d) of the Communications Act of 1934, as amended (the Act), 47 U.S.C. §254(d),

> mandates that "every telecommunications carrier that provides interstate telecommunications services shall contribute, on an equitable and nondiscriminatory basis, to the specific, predictable, and sufficient mechanisms established by the Commission to preserve and advance universal service." The statute defines the term "telecommunications carrier" as "any provider of telecommunications services," and the term "telecommunications service" as "the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used,"

12 FCC Rcd 8776, 9171 (1997) (First Universal Service Order).

Section 332(d)(1) of the Act defines "commercial mobile radio service" (CMRS) as "any mobile service (as defined in section 3) that is provided for profit and makes interconnected service available to (A) the public or (B) to such classes of eligible users as to be effectively available to a substantial portion of the public," 47 U.S.C. §332(d).

Argument

The Payors are neither in the class of mandatory contributor nor in the class of permissive contributor because they did not provide service to the public or to such a class of eligible user as to be effectively available to a substantial portion of the public. The class of eligible users to which AMTS service can be provided is significantly restricted. Towboat and barge operators are not the general public, nor are they a substantial portion of the public. It takes millions of dollars and specific pilot authorizations to obtain and pilot a towboat or to own and operate a barge on the nation's inland waterways. MC/LM can think of no better example of a restricted class of user than American Commercial Barge Line, LLC, which was the Payors' largest

customer and which operated towboats under rigorous practical and regulatory requirements far beyond the scope which the general public must meet. To win acceptance of their AMTS service, it was necessary for the Payors to design and have manufactured a special ship station end user unit which could withstand harsh marine conditions, including constant moisture and exposure to corrosive salt water in coastal areas, and which was rugged enough not to be disabled by the intense vibration from the towboats large marine engines. The 220 MHz duplexer components, alone, were so large and heavy that they made the ship station unit impractical for use by the general public. The AMTS service was limited in scope, therefore, to a handful of eligible entities as it related to their operation of large vessels in the constantly changing rivers of the Mississippi, Illinois, Ohio and other river systems. Nothing about AMTS changed between the time of the CMRS 2d R&O and the time of the First Universal Service Order. Nothing in the First Universal Service Order overruled, reversed, or altered in any way the Commission's determination that Maritime Service "is offered only to a significantly restricted class of eligible users," CMRS 2d R&O.

There are many and varied bases for the Commission's determination that AMTS systems are not required to contribute to the USF. At the times that the Payors obtained their AMTS licenses, the Commission's Rules narrowly limited the geographic areas within which service could be provided. Section 80.475(a) of the Commission's Rules required that

> AMTS applicants proposing to serve inland waterways must show how the proposed system will provide continuity of service to along more than 60% of each one or more navigable inland waterways. Inland waterways of less than 240 kilometers (150 miles) must be served in their entirety. AMTS applicants proposing to serve portions of the

Atlantic, Pacific, or Gulf of Mexico coastline must define a substantial area and show how the proposed system will provide continuity of service for it,

47 C.F.R. §80.475(a) (2001).[1]

In many instances, the Commission has refused to permit an AMTS applicant to obtain an authorization for service because the proposed service area did not meet the Commission's narrow requirements. Those actions significantly restricted the class of eligible user.

In Fred Daniel d/b/a Orion Telecom (Orion), the Commission determined that not only could an AMTS system not be authorized for coverage over only land but that many eligible persons in communities, including Denver, Colorado; Henderson, Nevada; Yuma, Phoenix, and Tucson, Arizona; and El Paso, Ft. Worth, and Dallas, Texas could not obtain AMTS service because only one coast station would have been required for each community, 14 FCC Rcd 19912 (1999). The Commission also indicated in Orion that its original intent in allocating spectrum to AMTS was to allow a system to serve only the Mississippi River and the Gulf Intracoastal Waterway. In Warren Havens, 16 FCC Rcd 2539 (WTB 2001), the Commission's restrictive Rules prevented an AMTS applicant from providing AMTS service to eligible persons in Dallas, Austin, and San Antonio, Texas.

Not only did the Commission's Rules during the relevant timeframe restrict service to certain maritime areas, the Rules further limited AMTS coast stations to sites at which interference will not be caused to Television stations on certain channels, 47 C.F.R. §80.475(a)(1) (2001). To protect a TV station, the Commission refused to permit the location of an AMTS coast station in Atlanta, among other areas, Regionet Wireless License, LLC, 16 FCC Rcd 2534

---

[1] The Commission has granted licenses for AMTS service on a geographic area basis but the Payors did not hold such authorizations.

(WTB 2001), thereby restricting the class of eligible end users.

The Commission's Rules significantly restricted the class of eligible end users on land. Section 80.123(b) of the Rules provided that an AMTS system "must afford priority to marine-originating communications," 47 C.F.R. §80.123(b), thereby limiting the class of land users who could be served to those were able and willing to accept a second, lower priority of service. The Commission further restricted the class of eligible end users by requiring that "land stations may communicate only with public coast stations," 47 C.F.R. §80.123(f). Consequently, AMTS systems are restricted from providing service to eligible users which require communications between mobile units, rather than communication with or through a coast station.

The Commission's Rules limited an AMTS system to providing service to only a significantly restricted class of eligible end users. These restrictions precluded an AMTS system from providing service to a substantial portion of the public. Accordingly, AMTS systems were excluded from any requirement to contribute to USF.

CONCLUSION

For all the foregoing reasons, the Payors were exempt from any duty to contribute to the USF. The Commission should order USAC to refund to MC/LM the sum of $1,301,230.00.

Respectfully submitted,
MARITIME COMMUNICATIONS/
LAND MOBILE, LLC

Dennis C. Brown

8124 Cooke Court, Suite 201
Manassas, Virginia 20109-7406
703/365-9436

Dated: January 9, 2007

USAC
Universal Service Administrative Company

CONTAINS CONFIDENTIAL INFORMATION

Administrator's Decision

November 15, 2006

VIA CERTIFIED MAIL

Dennis C. Brown
Attorney at Law
8124 Cooke Court, Suite 201
Manassas, VA 20109

Re: Waterway Communications System, LLC (Filer ID 808786) and Mobex Network Services, LLC (Filer ID 822896)

Dear Mr. Brown:

The Universal Service Administrative Company ("USAC") has completed an evaluation of the demand for refund submitted by you, dated May 8, 2006, on behalf of Waterway Communications System, LLC ("Watercom") and Mobex Network Services, LLC ("Mobex"). USAC also reviewed the supplemental information provided by John Readron, President, MCM LLC, on August 14, 2006 in response to USAC's request of June 30, 2006. In the May 8, 2006 letter, you requested that USAC refund payments made by Watercom and/or Mobex (collectively, "Mobex") to USAC for contributions to the Universal Service Fund (USF) in the amount of $1,301,230.00.

With regard to the requested refund, as further explained below, USAC does not agree that Federal Communications Commission (FCC or Commission) rules and regulations support the request.

Summary and Background

On March 20, 2001, Watercom sent a letter to USAC regarding the sale of Watercom from American Commercial Lines to Mobex Network Services, LLC. Watercom's Filer ID (808786) continued to be the Filer ID under which FCC Form 499 filings were submitted by the entity. USAC continued to bill Watercom's Filer ID for USF contributions based on the revenue reported on the FCC Form 499s filed by Watercom under the new Mobex management. On June 17, 2003, in response to USAC outreach

regarding missing FCC Form 499s, Mobex notified USAC that Watercom and Regionet Wireless Operations, LLC (Filer ID 818032) should be consolidated into a single Filer ID for Mobex. USAC processed this request, creating new Filer ID 822896 for the consolidated entity. Watercom was billed through June 2003 at which point, any further billings were applied to the consolidated 822896 Mobex Filer ID. Mobex was billed by USAC beginning in July 2003 through September 2005. FCC Form 499-Q worksheets submitted by Mobex since that time have resulted in a *de minimis* status (annual contributions expected to be less than $10,000), for which no billings have been generated.[1] However, in the absence of a filed August 2006 FCC Form 499-Q, USAC generated an estimate equal to one-fourth of the revenue reported on the company's 2006 FCC Form 499-A, which resulted in a non-*de minimis* status for the company. Billings are being applied in October, November and December 2006.

USAC records show no point at which annual revenue was estimated in lieu of an actual FCC Form 499 filing by Mobex/Watercom. There have been four occasions upon which quarterly revenue was estimated by USAC, due to the company's failure to file, using information from Mobex's previously filed FCC Form 499-A. Because estimates are based on the company's actual Form 499-A filings, all USF assessments have been billed to Mobex/Watercom using officer-certified data provided by the company.

On May 8, 2006, USAC received the refund demand letter referenced above for the periods 2001-2004. In that letter, you allege the CMRS services provided by Watercom and Mobex for this period were exempt from USF contribution obligations because the FCC specifically exempted CMRS providers in the *First Universal Service Order*.[2] USAC responded on June 30, 2006, requesting additional information and support regarding the services provided by Mobex, which Mobex provided on August 14, 2006.

Analysis and Discussion

Mobex's Claim Is Not Supported by FCC Rules and Regulations

Mobex's claim that neither it nor Watercom, as successive providers of maritime radio service, are or have ever been liable for contributions to the federal Universal Service Fund is not supported by FCC rules and regulations.

[1] *See* 47 C.F.R. § 54.708 ("If a contributor's contribution to universal service in any given year is less than $10,000 that contributor will not be required to submit a contribution or Telecommunications Reporting Worksheet for that year....")

[2] *Federal-State Joint Board on Universal Service, Report and Order*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776 (1997) (*First Universal Service Order*).

In support of its claim Mobex argues the Commission, in the *First Universal Service Order*:

> agree[d] with the Joint Board's recommendation that any entity that provides interstate telecommunications to users other than significantly restricted classes [of users][fn] for a fee should contribute to the support mechanisms.
>
> > [fn] The *CMRS 2nd R&O* stated that significantly restricted classes included, for example, maritime use only and public safety use only. *Implementation of Sections 3(n) and 332 of the Communications Act*, Second Report and Order, FCC 94-31, 9 FCC Rcd 1411, 1439 (1994) (*CMRS 2nd R&O*). *See infra* section XIII.C.[3]

Mobex/Watercom then refers to the *CMRS 2nd R&O* citation, which provides in relevant part:

> [I]n the case of existing eligibility classifications under our Rules, service is not "effectively available to a substantial portion of the public" if it is provided exclusively for internal use or is offered only to a significantly restricted class of eligible users, as in the following services: (1) Public Safety Radio Services; (2) Special Emergency Radio Service; (3) Industrial Radio Services . . . (6) *Maritime Service Stations*; and (7) Aviation Service Stations. Service among these Part 90 eligibility groups, or to internal users, is made available on only a limited basis to insubstantial portions of the public. We conclude that it was Congress's intent that making service available to, or among, the eligible users in the above-stated private mobile radio services does not constitute service that is "effectively available to a substantial portion of the public."[4]

Mobex/Watercom takes the language cited above to stand for the proposition that, as a provider of services that are not "effectively available to a substantial portion of the public," maritime radio service providers such as Mobex/Watercom are not subject to a USF contribution obligations. However, the *First Universal Service Order* citation provided by Mobex/Watercom stands only for the proposition that providers of interstate telecom *other than to significantly* restricted classes, *i.e.*, common carriers, "should" contribute to the USF.[5] The cited language says nothing about the obligations of providers of interstate telecom to restricted classes. And, while the further citation by Mobex/Watercom appears to establish maritime radio service is *not* "effectively available to a substantial portion of the public," this does not answer the question of whether maritime radio service is exempt from the USF contribution obligations.

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[3] *First Universal Service Order*, 12 FCC Rcd at 9178, ¶ 786 *First Universal Service Order*.

[4] CMRS 2nd R&O, 9 FCC Rcd 1411, 1439, ¶ 67 (footnotes omitted; emphasis added).

[5] *See* supra n.3.

Closer examination of the *First Universal Service Order* reveals the language cited by Mobex/Watercom is taken out of context. In full, the cited language reads:

> In light of the legislative history and precedent discussed above, we conclude that *only common carriers should be considered mandatory contributors* to the support mechanisms. We agree with the Joint Board's recommendation that any entity that provides interstate telecommunications to users other than significantly restricted classes for a fee should contribute to the support mechanisms. . . .[6]

This language represents the Commission's agreement with the Joint Board's recommendation, pursuant to the 1996 Telecommunications Act's (the *1996 Act*) provisions governing universal service contributions, that common carriers must be considered mandatory contributors.[7] Section 254(d) of the *1996 Act* specifically provides (emphasis added):

> Every telecommunications carrier that provides interstate telecommunications services *shall contribute*, on an equitable and nondiscriminatory basis, to the specific, predictable, and sufficient mechanisms established by the Commission to preserve and advance universal service. . . . Any other provider of interstate telecommunications *may be required to contribute* to the preservation and advancement of universal service if the public interest so requires.[8]

Congress thus provided that interstate telecom "carriers" (i.e., common carriers) *shall* contribute to the USF. Congress then gave the Commission discretion to require "any other provider of interstate telecommunications" to contribute to the USF "if the public interest so requires."[9] In implementing this language, the first question the Commission addressed was who must ("shall") contribute to the fund and the answer was common carriers. The Commission's discussion of this question is the language cited by Mobex/Watercom. Indeed this language appears under the section of the *First Universal Service Order* entitled "**B. Mandatory Contributors to the [USF] Support Mechanisms**."[10]

In a subsequent section of the *First Universal Service Order* entitled "**C. Other Providers of Interstate Telecommunications,**" the Commission engages in a public interest analysis to support the Commission's determination of who, other than common carriers, should contribute to the USF.[11]

---

[6] *Id.*

[7] The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat 56 (*1996 Act*), amended the Communications Act of 1934.

[8] *Id.*

[9] *Id.*

[10] *First Universal Service Order*, 12 FCC Rcd at 9170, ¶ 775.

[11] *First Universal Service Order*, 12 FCC Rcd at 9181, ¶ 793.

Before addressing this point, however, the Commission, in determining who else should contribute to the USF, explained it was "requir[ing] all the entities identified by the Joint Board in its Recommended Decision to contribute to the support mechanisms, subject to the slight modification discussed above regarding carriers that provide only international services."[12] Thus, we can simply look at the Joint Board's recommendation to determine its intent. The Joint Board specifically addressed arguments put forth by commenters that CMRS providers (which would include maritime radio service providers such as Mobex) should be exempt from a contribution obligation. In declining to recommend such an exemption, the Joint Board explained:

> We recommend that [the definition of] "interstate telecommunications" [be construed broadly for purposes of identifying mandatory contributors and] include, but [not be] limited to, the interstate portion of the following:
>
> > cellular telephone and paging, *mobile radio* [i.e., CMRS], operator services, PCS, access (including SLCs), alternative access and special access, packet switched, WATS, toll-free, 900, MTS, private line, telex, telegraph, video, satellite, international/foreign, intraLATA, and resale services.[13]

The Joint Board went on to explicitly recommend:

> We find no reason to exempt from contribution *CMRS*, satellite operators, resellers, paging companies, utility companies or carriers that serve rural or high cost areas that provide interstate telecommunications services, because the 1996 Act requires "every telecommunications carrier that provides interstate telecommunications services" to contribute to support mechanisms. Thus, to the extent that these entities are considered "telecommunications carriers" providing "interstate telecommunications services," they must contribute to universal service support mechanisms.[14]

The Commission's statement "requir[ing] all the entities identified by the Joint Board in its Recommended Decision to contribute [to the USF]" includes CMRS carriers such as maritime radio services. The only thing the Commission did differently was determine that such providers were not "mandatory" contributors but rather required an exercise of the Commission's "permissive" authority supported by a public interest analysis. As the Commission explained:

> . . . . Therefore, we find that the public interest requires . . . private service providers that offer interstate telecommunications to others for a fee . . . to

[12] *First Universal Service Order*, 12 FCC Rcd at 9181, ¶ 794.

[13] Joint Board Recommended Decision, ¶¶ 783-85 (emphasis added).

[14] Joint Board Recommended Decision, ¶ 787.

> contribute to the preservation and advancement of universal service in the same manner as carriers that provide "interstate telecommunications services" because this approach reduces the possibility that carriers with universal service obligations will compete directly with carriers without such obligations. In addition, the inclusion of such providers as contributors to the support mechanisms will broaden the funding base, lessening contribution requirements on telecommunications carriers or any particular class of telecommunications providers.
>
> Although some private service providers serve only their own internal needs, some provide services or lease excess capacity on a private contractual basis. The provision of services or the lease of excess capacity on a private contractual basis alone does not render these private service providers common carriers and thus mandatory contributors. We find justification, however, pursuant to our permissive authority, for requiring these providers that provide telecommunications to others in addition to serving their internal needs to contribute to federal universal service on the same basis as telecommunications carriers. Without the benefit of access to the PSTN, which is supported by universal service mechanisms, these providers would be unable to sell their services to others for a fee. Accordingly, these providers, like telecommunications or common carriers, have built their businesses or a part of their businesses on access to the PSTN; provide telecommunications in competition with common carriers, and their non-common carrier status results solely from the manner in which they have chosen to structure their operations. Even if a private network operator is not connected to the PSTN, if it provides telecommunications, it competes with common carriers, and the principle of competitive neutrality dictates that we should secure contributions from it as well as its competitors. Thus, pursuant to our permissive authority, we find that the public interest requires private service providers that offer services to others for a fee on a non-common carrier basis to contribute to the support mechanisms. . . .[15]

Lastly, the Commission in the *First Universal Service Order* did create some explicit exemptions. These include "self providers" such as companies that self provision telecom, government entities that purchase services in bulk for themselves, and, significantly, public safety and local governmental entities–e.g., CMRS providers such as police, medical, fire, and rescue dispatch services covered under Part 90 of the Commission rules.[16] Maritime CMRS is provided under Part 80 of the Commission rules, and therefore, is not part of this public safety CMRS exemption. Thus, where the Commission established USF exemptions, they were explicit and did not include Maritime Radio Service.

---

[15] *First Universal Service Order*, ¶¶ 795-96.

[16] *First Universal Service Order*, ¶ 800.

Mobex/Watercom's entire argument is it offers a service–maritime radio service–that is not available to the public (i.e., Mobex/Watercom is a "private service provider"). The language above shows, however, that merely providing interstate telecommunications requires a company to contribute to the USF. It is not dependent on whether that company provides telecommunications on a private contractual basis or as a service to the public.

In conclusion, the language cited by Mobex/Watercom does not support its claim that, as an exclusive provider of maritime radio service -- a private, non-common carrier CMRS service -- Mobex/Watercom is exempt from the USF contribution obligation.

For the foregoing reasons, USAC hereby denies Mobex's request for a refund in the amount of $1,301,230.00 for the periods 2001-2004.

This letter serves as the decision of the USF Administrator. Should Mobex wish to seek further relief, it may wish to file an appeal with the FCC. Information regarding waivers and appeals may be found in the FCC rules[17] and at: http://www.universalservice.org/fund-administration/contributors/file-appeal/.

Sincerely,

/s/ WB Erwin, Vice President of Finance

Universal Service Administrative Company

Enclosure

cc: Greg Reardon, President, MCLM, LLC
Regina Dorsey, FCC Office of Managing Director
Hillary DeNigro, FCC Enforcement Bureau
Greg Guice, FCC Wireline Competition Bureau
Trent Harkrader, FCC Enforcement Bureau

Mr. Erwin's letter cc's "Greg Reardon" as President of MCLM. He must have meant "John Reardon". This letter is included as an exibit to an MCLM filing. MCLM did not say Mr. Erwin's letter was incorrect in its filing or state that John Reardon is not President. Mr. Erwin must have information from MCLM or communications with them in which MCLM presented Mr. Reardon as its President.

[17] 47 C.F.R. §§ 54.719-725.

Certificate of Service

I hereby certify that on this ninth day of January, 2007, I served a copy of the foregoing Request for Review on the following person by placing a copy in the United States Mail, first-class postage prepaid:

W.B. Erwin, Director of Finance
Universal Service Administrative Company
2000 L Street, NW, Suite 200
Washington, DC 20036

Dennis C. Brown

PARTITIONED LICENSE PURCHASE AGREEMENT

BY AND BETWEEN

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Dated as of February 5, 2010

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PARTITIONED LICENSE PURCHASE AGREEMENT

This PARTITIONED LICENSE PURCHASE AGREEMENT (this "***Agreement***") is entered into as of this 5th day of February, 2010 (the "***Effective Date***"), by and between Maritime Communications/Land Mobile, LLC, 218 North Lee Street, Suite 318, Alexandria, Virginia 22314 ("***Seller***") and Southern California Regional Rail Authority/Metrolink, 700 South Flower Street, Suite 2600, Los Angeles, California 90017 ("***Buyer***").

WHEREAS, Seller holds the authorization of the Federal Communications Commission to construct and operate a wireless telecommunications system using the Automated Maritime Telecommunications System ("***AMTS***") spectrum described on Exhibit A hereto (the "***License***"); and

WHEREAS, Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase from Seller, the portion of the License covering the geographic area and spectrum, by way of partial assignment of the License as described in Exhibit A hereto (the "***Partitioned License***") on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement. When a reference is made in this Agreement to an Article or a Section, reference shall be to an Article or a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Whenever the word "herein" or "hereof" is used in this Agreement, it shall be deemed to refer to this Agreement taken as a whole and not to a particular Article or Section of this Agreement unless expressly stated otherwise.

"***Adjusted Purchase Price***" shall have the meaning set forth in Section 2.2 of this Agreement.

"***Affiliate***" with respect to any Person means any other Person which controls, is controlled by, or is under common control with, such first-named Person, whether as a result of the ownership of voting securities, by contract or otherwise.

"***Agreement***" shall have the meaning set forth in the Preamble to this Agreement.

"***Ancillary Document***" shall have the meaning set forth in Section 4.2 of this Agreement.

"***Arbitration Notice***" shall have the meaning set forth in Section 11.3(c)(i) of this Agreement.

"***Assignment***" shall have the meaning set forth in Section 3.2(c) of this Agreement.

"***Business Day***" means any day, other than a Saturday or Sunday or a day on which banking institutions in New York, New York are required or appointed to be closed.

"***Buyer***" shall have the meaning set forth in the Preamble to this Agreement.

"***Claimant***" shall have the meaning set forth in Section 10.4(a) of this Agreement.

"***Closing***" means the consummation of the transactions contemplated by this Agreement as more particularly defined in Section 3.1 of this Agreement.

"***Closing Date***" shall have the meaning set forth in Section 3.1 of this Agreement.

"***Communications Act***" shall have the meaning set forth in Section 4.5(c) of this Agreement.

"***Consents***" shall have the meaning set forth in Section 6.2(a) of this Agreement.

"***Court Order***" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal and any award in any arbitration proceeding.

"***Defaults***" shall have the meaning set forth in Section 4.3 of this Agreement.

"***Deposit Account***" shall have the meaning set forth in Section 2.3 of this Agreement.

"***Deposit Amount***" shall have the meaning set forth in Section 2.3 of this Agreement.

"***Deposit Fund***" shall have the meaning set forth in Section 2.3 of this Agreement.

"***Deposit Fund Escrow Agreement***" shall have the meaning set forth in Section 2.3 of this Agreement.

"***Effective Date***" shall have the meaning set forth in the Preamble to this Agreement.

"***Encumbrance***" means, on the License, any lien, claim, charge, security interest, mortgage, pledge, easement, right of first offer or first refusal, conditional sale or other title retention agreement, defect in title, covenant or other restriction on the License of any kind. Encumbrance also means any transmission on the spectrum purchased by Buyer, by any party other than Buyer, either pursuant to FCC license~~d~~ or on an unauthorized basis.

"***Expenses***" means any fees or expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against under Article 10 of this Agreement (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

"***FCC***" means the Federal Communications Commission, including the Commission itself or a delegated authority of the Commission.

"***FCC Partial Assignment of License Application***" shall have the meaning set forth in Section 6.2(b).

"***FCC Partial Assignment of License Consent***" means (i) the consent of the FCC, either by the Commission itself or pursuant to a delegated authority of the Commission, to the partial assignment of the License as proposed in the FCC Partitioned License Application, (ii) the grant by the FCC of the FCC Waiver as proposed in the FCC Waiver Request, and (iii) the adoption by the FCC and acceptance by the licensee of the License , in each case (A) without the imposition of any material adverse condition, limitation, or restriction (as determined in the sole discretion of Buyer), (B) as effective under law and the regulations governing the FCC, (C) subject to the requirement that any condition of approval requiring payment of any Unjust Enrichment Payments has been satisfied by the payment by Seller of such fee(s), and (D) as to which no stay of the FCC or any court of the action is in effect.

"FCC Seller License Modification Application" means the modification application(s) to modify the Seller's License, as provided in Exhibit E attached hereto.

"FCC Seller License Modification Consents" means the consent of the FCC, either by the Commission itself or pursuant to delegated authority to the Commission, to the FCC Seller License Modification Application (i) without the imposition of any material adverse condition, limitation or restriction (as determined by the sole discretion of Buyer), and (ii) as effective under law and the regulations governing the FCC, and (iii) as to which no stay of the FCC or any court is in effect.

"***FCC Waiver***" means a waiver of FCC rules and regulations as set forth in Exhibit B hereto.

"***FCC Waiver Request***" shall mean a request made in an application to the FCC for waiver of FCC rules and regulations, as set forth in Exhibit B hereto.

"***Final Order***" means actions by a regulatory authority that are effective under law and regulations governing such regulatory authority and as to which (i) no request for stay by such authority of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) no petition for rehearing or reconsideration of the action is pending before such authority, and the time for filing any such petition has passed; (iii) such authority does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (iv) no appeal to a court, or request for stay by a court, of such authority's action is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

"***Governmental Authority***" means any foreign, federal, state, local or other governmental authority or regulatory body.

"***Incumbent Licenses***" shall have the meaning set forth Section 6.2(b)(vi) of this Agreement, and as set forth in Schedule 6.2(b)(vi).

"***Indemnifying Party***" shall have the meaning set forth in Section 10.4(a) of this Agreement.

"***Interference Condition***" means 18 dB of protection to the Buyer's 38 dBu service contour at the edge of the service area, in which the service area equates to the geographic area shown in the map in Exhibit D hereto, corresponding to county boundaries.

"***Law***" means (i) any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Authority, or (ii) common law.

"***License***" shall have the meaning set forth in the Recitals to this Agreement.

"***Liquidated Damages Amount***" shall have the meaning set forth in Section 11.3(a) of this Agreement.

"***Losses***" means any loss, cost, obligation, liability, settlement payment, award, judgment, fine, penalty, damage, expense, deficiency or other charge.

"***Partitioned License***" shall have the meaning set forth in the Recitals to this Agreement.

"***Person***" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or entity or Governmental Authority.

"***Post-Closing Claims***" means all liabilities and obligations arising out of or relating to the Partitioned License related solely to the period from and after the Closing.

"***Pre-Closing Claims***" means all liabilities and obligations arising out of or relating to the Partitioned License other than the Post-Closing Claims.

"***Purchase Price***" shall have the meaning set forth in Section 2.2 of this Agreement.

"***Representatives***" shall have the meaning set forth in Section 12.1 of this Agreement.

"***Seller***" shall have the meaning set forth in the Preamble to this Agreement.

"Seller License Modification" means the modification of the Seller's license as provided for in the FCC Seller License Modification Application.

"***Station License***" means the authorization granted by the FCC to operate within the geographic area of the Partitioned License.

"***Transaction***" shall have the meaning set forth in Section 2.1 to this Agreement.

"***Unjust Enrichment Payments***" means any unjust enrichment payment that may be due as a result of the Transaction pursuant to 47 C.F.R. §1.2111 or incurred pursuant to the FCC Partial Assignment of License Consent or Final Order or other FCC rules and regulations, and/or a Court Order, and any other costs or expenses incurred in connection with such unjust enrichment payment.

ARTICLE 2

PURCHASE AND SALE

2.1. Purchase of Partitioned License. On the Closing Date, upon the terms and subject to the representations, warranties, covenants, agreements and conditions of this Agreement, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, the Partitioned License free and clear of all Encumbrances, except as set forth in Schedule 2.1 (the "***Transaction***").

2.2. Purchase Price. Buyer agrees to pay to Seller Seven Million One Hundred and Seventy-Eight Thousand Dollars ($7,178,000.00) (the "Purchase Price") for the entire A Block License in the Service Area of Exhibit A. Seller will be responsible for separately paying any "unjust enrichment" penalty to the FCC, and for separately paying any brokerage fees associated with this transaction. The Buyer will make a Deposit of Ten Percent (10%) of the Purchase Price, as described in paragraph 2.3 below, paid into escrow at the execution of this Agreement. The balance of the purchase price shall be paid upon Closing.

a) Adjustments to Purchase Price. Seller agrees that Buyer, in its discretion, may determine to purchase less than all the 1 MHz of spectrum available. Buyer agrees that, at a minimum, it will purchase 500 kHz of spectrum. In that event, Buyer will send Seller written notice, and Seller will adjust the purchase price accordingly.

   i. Buyer agrees that Seller has provided a discounted bulk purchase offer of $0.35 cents per MHz/pop in calculating the Purchase Price in Section (a) above, based on the population figures contained in the attached Exhibit A below.
   ii. In the event Buyer determines to purchase less than the entire amount of spectrum, the Purchase Price for all spectrum purchased by Buyer shall be based on the higher amount of $0.45 cents per MHz/pop.

b) Notification. Buyer agrees to notify Seller no later than July 1, 2010, of any adjustment in amount of spectrum to be purchased.

2.3. Deposit Escrow. Buyer has previously deposited Sixty Thousand Dollars ($60,000) into escrow upon execution of the Letter of Intent. Buyer and Seller shall jointly instruct for the transfer of that amount, along with the deposit of an additional amount of Six Hundred Fifty Seven Thousand Eight Hundred Dollars ($657,800) into escrow for a total of Seven Hundred Seventeen Thousand Eight Hundred Dollars ($717,800) (the "***Deposit Amount***") into a new escrow account, pursuant to an Escrow Agreement by and among Buyer, Seller and the Union

Bank, which is attached hereto as Exhibit C ("***Deposit Fund Escrow Agreement***"). The Deposit Fund Escrow Agreement shall contain customary provisions, and shall provide that any interest and income earned on the Deposit Amount shall accrue to the Benefit of Buyer. Buyer and Seller will, at Closing, share equally any fees and/or other expenses charged by the Escrow Agent in connection the provision of Escrow Agent services. The Deposit Amount plus all interest and income earned in respect thereof are herein referred to collectively as the "***Deposit Fund***". The Deposit Fund may be released from the Deposit Account only pursuant to the terms of the Deposit Fund Escrow Agreement.

2.4. Unjust Enrichment Payment. Seller shall be responsible for the payment of any Unjust Enrichment Payments that may be due as a result of the Transaction and any amounts due for Unjust Enrichment Payments, or costs and fees associated therewith, shall not decrease or increase the Purchase Price.

2.5. Assumed Liabilities. Buyer shall not assume, or otherwise be responsible for, any liabilities, obligations or indebtedness of Seller or any of its Affiliates or shareholders, whether direct or indirect, liquidated or unliquidated, known or unknown, whether accrued, absolute, contingent, matured, unmatured or otherwise, and whether arising out of occurrences prior to, at or after the date hereof, including, but not limited to any Unjust Enrichment Payments.

ARTICLE 3

CLOSING

3.1. Closing. Subject to the fulfillment or waiver of the parties' respective conditions to closing set forth in Articles 8 and 9, the closing of the sale and purchase of the Partitioned License (the "***Closing***") shall occur at the offices of Fletcher Heald and Hildreth, PLC in Rosslyn, Virginia at 10:00 a.m., local time, on the date that is ten (10) Business Days following the day upon which the conditions precedent in Articles 8 and 9 to the Closing are satisfied or waived (the "***Closing Date***"). The Closing shall be deemed to have occurred at 12:01 a.m. on the Closing Date.

3.2. Buyer Closing Deliveries. Subject to fulfillment or waiver of the conditions set forth in Article 8, at the Closing Buyer shall deliver to Seller all of the following:

(a) Instructions to release the Deposit Fund to Seller as set forth in Section 2.3 and the Adjusted Purchase Price as set forth in Section 2.2 in accordance with written payment instructions to be provided by Seller to Buyer no later than three (3) Business Days prior to Closing;

(b) a certificate of an officer of Buyer, dated as of the Closing Date, certifying the matters set forth in Section 9.1;

(c) an instrument of assignment of the Partitioned License, substantially in the form of Schedule 3.2(c) hereto (the "***Assignment***"), duly executed on behalf of Buyer; and

(d) any other documents reasonably requested by Seller.

3.3. Seller Closing Deliveries. Subject to fulfillment or waiver of the conditions set forth in Article 9, at the Closing Seller shall deliver to Buyer all of the following:

(a) a certificate of an officer of Seller, dated as of the Closing Date, certifying the matters set forth in Sections 8.1 and 4.5(d);

(b) a certificate of an officer of Seller, dated as of the Closing Date, certifying the resolutions of the board of directors or managers of Seller authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby;

(c) the Assignment, duly executed on behalf of Seller;

(d) an opinion of Seller's FCC counsel, dated as of the Closing Date, substantially in the form of Schedule 3.3(d) attached hereto;

(e) instructions to release the Deposit Fund to Seller as set forth in Section 2.3; and

(f) assignment to Buyer of the Lease between Seller and Spectrum Tracking, Inc.

(g) any other documents reasonably requested by Buyer.

3.4. Payment of Transfer Taxes. Seller shall pay or cause to be paid at the Closing or, if due thereafter, promptly when due, all gross receipts taxes, gains taxes (including real property gains tax or other similar taxes), transfer taxes, sales taxes, stamp taxes, and any other taxes, but excluding any Federal, State or local income taxes, payable in connection with the assignment of the Partitioned License pursuant hereto.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

4.1. Organization of Seller. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware.

4.2. Authority of Seller. Seller has full power and authority to own, lease and operate its properties with respect to the License and to carry on its business with respect to the License as now being conducted. Seller has full power and authority to partition the License and assign the Partitioned License and to execute, deliver and perform this Agreement and any agreement, document or instrument executed and delivered pursuant to this Agreement or in connection with this Agreement (any such agreement, document or instrument, an "***Ancillary Document***"). The partition of the License and the execution, delivery and performance of this Agreement and each Ancillary Document by Seller have been duly authorized and approved by all necessary action of Seller (including any director or shareholder or manager or member of Seller). This Agreement and each Ancillary Document are the legal, valid and binding obligations of Seller, enforceable

against Seller in accordance with their respective terms, except for the effect thereon of any applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights of creditors generally, and general principles of equity.

4.3. No Conflicts. Except for the FCC Partial Assignment of License Consent and except as set forth in Schedule 4.3, none of the execution of this Agreement or any Ancillary Document, the delivery of this Agreement or any Ancillary Document, or the consummation of any of the transactions contemplated hereby or thereby or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will (i) result in the creation or imposition of any Encumbrance upon the Partitioned License or, (ii) violate or conflict with, with or without notice or lapse of time or both, result in a breach of the terms, conditions or provisions of, with or without notice or lapse of time or both, constitute a default, an event of default or an event creating rights of acceleration, termination, modification or cancellation of or a loss of rights under, or require any notice to, order, authorization or approval of, registration, declaration or filing with or consent (each of the effects specified in the foregoing clauses (i) and (ii), collectively, the "***Defaults***") under: (A) any note or indenture, or any material instrument, agreement, contract, mortgage, lease, license, franchise, or permit to which Seller is a party or the Partitioned License is subject or by which Seller is bound; (B) any Court Order to which Seller is a party or the Partitioned License is subject or by which Seller is bound; (C) any applicable Law; or (D) the bylaws or Articles of Organization or operating agreement of Seller.

4.4. No Violation of Law. Seller has complied in all material respects with all Laws which are applicable to the License or to Seller's ownership, operation and holding thereof.

4.5. FCC Matters.

(a) The License is validly held in the name of Seller. Seller is, and on the Closing Date will be, the exclusive authorized, legal holder of the License. Except for the FCC Partial Assignment of License Consent, the License authorizes, without further consent or authorization from the FCC, the construction and operation of AMTS systems on such Channel Block and AMTS area as indicated on Exhibit A hereto. The License is valid and in full force and effect without condition, except those conditions stated on the License and except conditions applicable to holders of AMTS spectrum licenses generally and is unimpaired by any acts or omissions of Seller or its Affiliates. All reports and other documents required to be filed by Seller and its Affiliates with the FCC and with state regulatory authorities related to the License have been filed. All such reports and documents are true and correct in all material respects. No application, action or proceeding is pending for the renewal or modification of the License, and, except as set forth in Schedule 4.5(a) no application, complaint, action or proceeding is pending or, to Seller's knowledge, threatened that may result in (a) the revocation, modification, non-renewal or suspension of the License, (b) the issuance of a cease-and-desist order, (c) the imposition of any administrative or judicial sanction with respect to Seller's ownership, operation and holding of the License, or (d) the denial of an application for renewal. Seller has no knowledge of any facts, conditions or events relating to Seller or the License that would reasonably be expected to cause the FCC to deny the partial assignment of the License as provided for in this Agreement.

(b) At the time of the application for the issuance of the License, Seller was eligible, and remains eligible, to hold AMTS spectrum licenses. All payments and fees of Seller and any of its Affiliates due and payable at or prior to the Closing Date to any Governmental Authority pursuant to or in connection with the License, including any Unjust Enrichment Payments due in connection with the Transaction, have been or will be paid on or prior to Closing. Subject to obtaining the FCC Partial Assignment of License Consent, and to the accuracy of Buyer's representation and warranty in Section 5.4, Seller has, and on the Closing Date will have, the right, power and authority under applicable Law to assign the Partitioned License to Buyer.

(c) Except as set forth in Schedule 2.1 and except for restrictions that are generally applicable to AMTS spectrum licenses pursuant to the Communications Act of 1934, as amended (the "***Communications Act***") and the FCC's rules, the License is not subject to any Encumbrance.

(d) Except for the channel loading agreement with Eagle Communications, or otherwise as set forth in Schedule 2.1, Seller is not a party to or bound by, and the Partitioned License is not subject to, any cost-sharing agreements, arrangements or undertakings with respect to the spectrum covered by the Partitioned License that would reasonably be expected to have an adverse effect on Seller's ability to consummate the Transaction or to fulfill Seller's obligations under this Agreement, or that could impose any cost or obligation on Buyer or any other holder of the Partitioned License.

4.6. No Finder Fees. Except for Spectrum Bridge's commission paid by Seller, as set forth in Schedule 4.6, and routine commissions paid to Seller's employees, no broker or finder has acted on behalf of Seller in connection with the transactions contemplated hereby, and no Person engaged by Seller is entitled to a broker's, finder's or similar fee in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

4.7. Disclosure. No representation or warranty made by Seller in this Agreement or any Ancillary Document contains any untrue statement or omits to state a material fact necessary to make any of them not misleading.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

5.1. Organization of Buyer. Buyer is a Joint Exercise of Powers Agency created under California Government Code Section 6500 et seq**.**

5.2. Authority of Buyer. Buyer has full power and authority to execute, deliver and perform this Agreement and any Ancillary Document. The execution, delivery and performance of this Agreement and each Ancillary Document have been duly authorized and approved by all necessary action of Buyer (including the board of directors of Buyer). This Agreement and each Ancillary Document are the legal, valid and binding agreements of Buyer, enforceable against

Buyer in accordance with their respective terms, except for the effect thereon of any applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights of creditors generally, and general principles of equity.

5.3. No Conflicts. Except for the FCC Partial Assignment of License Consent, neither the execution or delivery of this Agreement or any Ancillary Document, nor the consummation of any of the transactions contemplated hereby or thereby or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will (i) result in the creation or imposition of any Encumbrance upon the Partitioned License, or (ii) violate or conflict with, with or without notice or lapse of time or both result in a breach of the terms, conditions or provisions of, or with or without notice or lapse of time or both constitute a default, an event of default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights under, or require any notice to, order, authorization or approval of, registration, declaration or filing with or consent under: (A) any note or indenture or material instrument, agreement, contract, mortgage, lease, license, franchise or permit to which Buyer is a party or by which Buyer is bound; (B) any Court Order to which Buyer is a party or by which Buyer is bound; (C) any applicable Law; or (D) the organizational documents of Buyer.

5.4. Qualification. Buyer is legally qualified to be an FCC licensee generally and specifically with regard to the Partitioned License, and to Buyer's knowledge, to receive any authorization or approval from any state or local regulatory authority necessary for it to acquire, own and hold the Partitioned License.

5.5. Disclosure. No representation or warranty made by Buyer in this Agreement or any Ancillary Document contains any untrue statement or omits to state a material fact necessary to make any of them not misleading.

ARTICLE 6

COVENANTS

The parties hereto covenant and agree to take the following actions between the date hereof and the Closing Date:

6.1. Preserve Accuracy of Representations and Warranties. Each of the parties hereto (a) shall refrain from taking any action that would render any of its representations or warranties contained in this Agreement inaccurate in any material respect at all times through the Closing Date and (b) shall use its commercially reasonable efforts to cause all of its representations and warranties in this Agreement to remain true and correct at all times through the Closing Date. Each party shall promptly notify the other in writing of (i) any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise challenge any transaction contemplated by this Agreement, (ii) any development causing a breach of any of the representations and warranties of such party in Articles 4 or 5 hereof, as applicable, or (iii) any action, suit, claim, proceeding or investigation that may be threatened, brought, asserted or commenced against such party which would have been disclosed in Articles 4 or 5 hereof, as applicable, if such action, suit, claim, proceeding or investigation had arisen prior to the date hereof. Notwithstanding the foregoing, no disclosure by any party pursuant to this Section 6.1

shall be deemed to amend or supplement this Agreement or to prevent or cure any misrepresentations, breach of warranty or breach of covenant herein.

6.2. Consents of Third Parties; Governmental Approvals.

(a) Consents. Buyer and Seller shall act diligently and use commercially reasonable efforts to secure at each party's own expense and as promptly as practicable, but in no event later than the Closing Date, all consents, approvals or waivers, in form and substance reasonably satisfactory to each party and from any party as necessary to avoid Defaults in connection with the consummation of the transactions contemplated hereby or otherwise required to be obtained to assign the Partitioned License to Buyer, to obtain the FCC Waiver, ~~,~~ to obtain the FCC Partial Assignment of License Consent, or to otherwise satisfy the conditions set forth herein (the "***Consents***"); provided that Seller shall not make any agreement or understanding affecting the Partitioned License or Buyer as a condition for obtaining any such Consent, except with the prior written consent of Buyer. For the avoidance of doubt, "Consents" includes, but is not limited to, the FCC Partial Assignment of License Consent, subject to the FCC Waiver.

(b) FCC Consent.

(i) Each party hereto covenants and agrees to act diligently and use commercially reasonable efforts to obtain, as promptly as possible, the FCC Partial Assignment of License Consent, FCC Waiver Request and FCC Seller License Modification, and Final Orders of the FCC authorizing the FCC Partial Assignment of License Consent, and the Transaction in accordance with the terms of this Agreement. No later than fifteen (15) Business Days after the Effective Date of this Agreement, Buyer, in cooperation with Seller, shall prepare and file appropriate applications with the FCC for the assignment of the Partitioned License to Buyer (the "***FCC Partial Assignment of License Application***"). In addition, each party hereto covenants and agrees to act diligently and use commercially reasonable efforts to obtain, if necessary in order to achieve the above, consents of other co-located or neighboring FCC AMTS licensees, to the FCC Partial Assignment of License Consent, FCC Waiver Request and FCC Seller License Modification.

(ii) FCC Partial Assignment of License Application and FCC Waiver Request. No later than fifteen (15) Business Days after the Effective Date of this Agreement, Buyer, in consultation with Seller, shall prepare and file appropriate applications with the FCC for the assignment of the Partitioned License to Buyer (the *"FCC Partial Assignment of License Application")*, including the FCC Waiver Request. In the FCC Partial Assignment of License Application, Buyer and Seller shall each certify that they will independently satisfy the FCC's substantial service requirement for their partitioned areas, pursuant to 47 C.F.R. §80.60(d). Notwithstanding the FCC Waiver Request attached hereto, Buyer, after consultation with Seller, shall have the right to revise the FCC Waiver Request at any time (including via amendments thereto after filing) (A) in order to increase the likelihood of the FCC's grant of the FCC Waiver or (B) to achieve the reasonable suitability for the purpose intended by Buyer of the Partitioned License (including, but not limited to, changing the waivers requested or adding additional waivers as advised by the FCC or as reasonably determined as necessary by Buyer); provided,

however, that in either case, nothing herein (or elsewhere in this Agreement) shall obligate Buyer to revise the FCC Waiver Request. Except as revised by Buyer in accordance with the previous sentence or as mutually agreed to by the parties, the FCC Waiver Request shall not otherwise be revised or amended except as mutually agreed by the parties.

(iii) FCC Seller License Modification Application. Buyer shall prepare a form of the FCC Seller License Modification Application, addressing the matters in Exhibit E hereto, and provide such form to Seller for Seller's review and mutual approval. No later than fifteen (15) Business Days after the Effective Date of this Agreement, Seller shall file with the FCC the approved form of the FCC Seller License Modification Application. Notwithstanding Buyer's approval of the form of FCC Seller License Modification Application, Buyer, after consultation with Seller, shall have the right to request revisions thereto at any time (including via amendments thereto after filing), and Seller shall make such revisions as requested by Buyer, provided, however, such requests for revisions shall be limited to revisions that (A) increase the likelihood of the FCC's grant of the FCC Seller License Modification Applications or (B) achieve the reasonable suitability for the purpose intended by Buyer of the Partitioned License (including, but not limited to, changes in engineering). Except as so requested by Buyer in accordance with the previous sentence or as mutually agreed to by the parties, the form of FCC Seller License Modification Application that Buyer has approved shall not otherwise be revised or amended.

(iv) Seller shall comply with the provisions of 47 C.F.R. §1.2111 concerning unjust enrichment and shall be responsible for making all payments due in connection with the Transaction pursuant to that regulation and/or pursuant to the FCC Partial Assignment of License Consent.

(v) Each party hereto shall (A) promptly deliver to the other parties hereto any notice or inquiry received by it from the FCC with respect to the Partitioned License, (B) cooperate with the other parties hereto in formulating a response to any such notice or inquiry, and (C) promptly file with the FCC a response to any such notice or inquiry that is reasonably acceptable to each party.

(vi) Seller shall prepare appropriate filings to relinquish to the FCC and cancel any and all incumbent Channel A Block site-specific station licenses for stations of which it or an Affiliate of Seller is the licensee or real party in interest that are located within the geographical area covered by the Partitioned License (the "***Incumbent Licenses***" as set forth in Schedule 6.2(b)(vi), and such filings, the "***Cancellation Filings***"). Seller shall deliver a copy of the Cancellation Filings to Buyer no later than five (5) Business Days prior to the Closing for Buyer's approval. After obtaining Buyer's written approval of such Cancellation Filings, Seller shall file the Cancellation Filings with the FCC before Closing so as to permit the cancellation of the Incumbent Licenses to be effective at Closing; provided, however, in the event the FCC requests that the Cancellation Filings be filed earlier (e.g., in connection with the FCC's review of the FCC Station License Applications), then Seller shall immediately file the Cancellation Filings with the FCC.

6.3. Cooperation. Each party shall furnish to the other parties all information concerning such party and its Affiliates reasonably required for inclusion in any application or filing to be made by Buyer or Seller or any other party in accordance with this Agreement or to ensure compliance with applicable Law.

6.4. Operations Prior to the Closing Date. At all times prior to the Closing, Seller shall keep and maintain the License current and in good standing. Seller shall comply in all material respects with all Laws relating to the License or its use. Seller shall retain control of the Partitioned License at all times prior to the Closing. Seller shall not: (a) take or permit to be taken any action to adversely affect, impair or subject to forfeiture or cancellation the License; or (b) take or agree to take any other action inconsistent with the consummation of the transactions contemplated by this Agreement. Without limiting the foregoing, Seller shall not incur any material obligation or liability, absolute or contingent, relating to or affecting the License or its use, except in the ordinary course of business.

ARTICLE 7

REASONABLE EFFORTS

Subject to the terms and conditions hereof, each of the parties hereto agrees to act diligently and use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to cause the Closing to occur and to consummate and make effective the transactions contemplated by this Agreement and achieve, as promptly as practicable, the FCC Partial Assignment of License Consent, subject to the FCC Waiver, and FCC Seller License Modification Consent, as a Final Orders, including executing and delivering or causing to be executed and delivered such other documents, instruments, certificates and agreements as may be reasonably requested by another party hereto, and obtaining if necessary consents of other FCC licensees.

ARTICLE 8

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER

The obligation of Buyer to perform its obligations under this Agreement to be performed at Closing shall be, at the option of Buyer, subject to the satisfaction of the conditions set forth below on or prior to the Closing Date. These conditions are for Buyer's sole benefit and may be waived by Buyer (except the requirement of FCC Consent) at any time in its sole discretion.

8.1. No Misrepresentation or Breach of Covenants and Warranties. The representations and warranties of Seller contained or referred to herein shall be true and correct in all material respects as of the Closing as though made at and as of such time, except to the extent they are specifically made as of another date, in which case they shall be true and correct in all material respects as of such date, and Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Seller prior to or at the Closing.

8.2. No Restraint or Litigation. There shall not be in effect on the date on which the Closing is to occur any judgment, decree, order or other prohibition of the FCC or a court of competent jurisdiction having the force of law that would prevent the Closing or the consummation of the transactions contemplated hereby.

8.3. Receipt of Consents. The FCC Partial Assignment of License Consent shall have been obtained, and unless waived by Buyer, shall include the FCC Waiver and shall be a Final Order. The FCC Seller Modification of License Consent shall have been obtained, and shall be a Final Order.

8.4. Incumbent Licenses and Leases. The Incumbent Licenses shall have been cancelled by the FCC pursuant to the Cancellation Filings, and Seller shall have terminated its lease agreement with Eagle Communications, Inc.

8.5. Acceptance of the Interference Condition. The Seller shall have accepted the Interference Condition, and also agreed that in connection with any further sale by Seller of any remainder of the license for Station WQGF 318 (inside or outside of the geographic area described in Exhibit A hereto), any definitive agreement for the sale of that license shall contain a provision obligating the buyer of that license to accept the Interference Condition.

8.6. Unjust Enrichment Payments. Seller shall have made any Unjust Enrichment Payments.

8.7. Delivery of Consents. Seller shall have delivered the Consents.

8.8. Closing Deliveries. Seller shall have delivered to Buyer each of the deliveries set forth in Section 3.3 hereof.

ARTICLE 9

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

The obligation of Seller to perform its obligations under this Agreement to be performed at Closing shall be, at the option of Seller, subject to the satisfaction of the conditions set forth below on or prior to the Closing Date. These conditions are for Seller's sole benefit and may be waived by Seller at any time in its sole discretion.

9.1. No Misrepresentation or Breach of Covenants and Warranties. The representations and warranties of Buyer contained or referred to herein shall be true and correct in all material respects as of the Closing as though made at and as of such time, except to the extent they are specifically made as of another date, in which case they shall be true and correct in all material respects as of such date, and Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Buyer prior to or at the Closing.

9.2. No Restraint or Litigation. There shall not be in effect on the date on which the Closing is to occur any judgment, decree, order or other prohibition of the FCC or a court of competent jurisdiction having the force of law that would prevent the Closing or the consummation of the transactions contemplated hereby.

9.3. FCC Consent. The FCC Partial Assignment of License Consent shall have been obtained.

9.4. Closing Deliveries. Buyer shall have delivered to Seller each of the deliveries set forth in Section 3.2 hereof.

ARTICLE 10

INDEMNIFICATION

10.1. Survival. All of the representations, warranties and covenants of the parties contained herein shall survive the Closing and shall continue in full force and effect until the one (1) year anniversary of the Closing Date. In addition, Seller's acceptance of the Interference Condition, as defined in Section 1.1 and set out in Exhibit D, and the obligation to ensure that any agreement for the sale of the remainder of the license for Station WQGF 318 contains a condition that the buyer accept the Interference Condition as provided in Section 8.5 hereof, shall survive indefinitely, after the closing of the transactions contemplated herein. The covenants to be performed in whole or in part after the Closing shall survive until performed in full. Notwithstanding the foregoing, if any claim for indemnification pursuant to this Article 10 with respect to a breach of the representations, warranties or covenants contained herein is made on or before the end of any such applicable period, such representations, warranties or covenants shall be deemed to survive with respect to the matter claimed as of the end of such period until resolved as provided herein.

10.2. Indemnification by Seller. After the Closing, Seller agrees to indemnify and hold Buyer, its Member Agencies, and their officers, directors, employees and agents (collectively "indemnitees") harmless against and with respect to, and shall reimburse Indemnitees for (a) any and all Losses and Expenses resulting from any breach of any representation or warranty by Seller or the nonfulfillment of any covenant to be performed by Seller contained in this Agreement or in any Ancillary Document, including in particular, any claim that the License was not validly obtained or held by Seller, (b) any Pre-Closing Claim, and (c) any claims asserted against Indemnitees for any brokerage fees, finders' fees, commissions or otherwise by any broker, finder or agent purporting to act or to have acted for or on behalf of Seller in connection with the transactions contemplated by this Agreement. Notwithstanding anything to the contrary contained herein, no Seller will be required to indemnify, and will not otherwise be liable to, Indemnitees with respect to any Losses or Expenses arising under this Section 10.2 with respect to any breach of the representations and warranties of Seller set forth herein unless an Indemnitee gives Seller written notice of such claim pursuant to Section 10.4 on or prior to the expiration of the period for bringing such claim set forth in Section 10.1 hereof.

10.3. Procedure for Indemnification.

(a) The party claiming indemnification (the "***Claimant***") shall promptly give notice to the party from which indemnification is claimed (the "***Indemnifying Party***") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim and the amount thereof (if known and quantifiable); provided,

however, that the failure to give such notice shall not impair the Claimant's rights hereunder unless the Indemnifying Party is materially prejudiced thereby.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and its authorized Representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the thirty-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim, subject to the terms hereof. If the Claimant and the Indemnifying Party do not agree within thirty (30) days following receipt of notice of the claim from the Claimant (or any mutually agreed upon extension thereof), the Claimant may seek an appropriate remedy.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall, at its own expense, defend any and all such claims, and shall at its own expense, pay all reasonable charges of attorneys and all other costs and other expenses incurred. If any judgment shall be rendered against the Claimant in any action associated with such a third party claim, the Indemnifying Party shall at its own expense satisfy and discharge it. The Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. The Claimant shall have the right to participate in the defense of such claim at its own expense; provided, however, that the Indemnifying Party shall pay the Claimant's Expenses if, in the reasonable judgment of Claimant's counsel, representation of both the Claimant and Indemnifying Party with respect to such claim would result in a conflict of interests or legal defenses and theories are available to Claimant that are not available to the Indemnifying Party.

ARTICLE 11

TERMINATION

11.1. Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated:

(a) by the mutual written consent of Seller and Buyer;

(b) by either Buyer or Seller upon written notice to the other, in the event that Buyer, in the case of a termination by Seller, or Seller, in the case of a termination by Buyer, has materially breached its representations, warranties, covenants or agreements contained in this Agreement and, if such breach is capable of being cured, failed to cure such breach within thirty (30) days of written notice by the terminating party of such breach; provided, however, that the terminating party is not itself in material breach of its representations, warranties, covenants or agreements contained herein;

(c) by either Buyer or Seller upon written notice to the other, if a court of competent jurisdiction shall have issued an order, decree or ruling permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement;

(d) by Buyer upon written notice to Seller, at any time after the one year anniversary of the filing of the FCC Partitioned License Application, in the event that Final Orders of FCC consent to the Partial Assignment of License Application including the FCC Waiver, and the FCC Modification of License Application, are not obtained by that time.

11.2. Effect of Termination. In the event of termination of this Agreement by any party, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party (except for any liability of any party for any breach of this Agreement, in which case any non-breaching party shall have all rights and remedies available at law or in equity, subject to Section 11.3(a) hereof). Notwithstanding anything to the contrary contained herein, the provisions of Sections 2.3, 2.4, 11.2, 11.3, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.11, 12.12, 12.13, 12.14, and 12.15 shall expressly survive the expiration or termination of this Agreement.

11.3. Deposit Fund.

(a) If this Agreement is terminated by Seller pursuant to Section 11.1(b) and Buyer is in material breach of any of its representations, warranties, covenants, or agreements set forth in this Agreement, then Seller shall have the right to keep the Deposit Fund (less any interest that has accrued to the benefit of Buyer as set forth in Section 2.3) as liquidated damages (the "***Liquidated Damages Amount***"). It is understood and agreed that the Liquidated Damages Amount represents Buyer's and Seller's reasonable estimate of actual damages and does not constitute a penalty. The procedures for release of the Deposit Fund shall be as set forth in the separate Deposit Fund Escrow Agreement.

(b) If this agreement is terminated for any reason other than Buyer's material breach of any of its representations, warranties, covenants, or agreements set forth in this Agreement, then Buyer shall be entitled to a return of the full amount of the Deposit Fund. The procedures for release of the Deposit Fund shall be as set forth in the separate Deposit Fund Escrow Agreement.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, it is understood and agreed by the parties hereto that:

(i) Seller's sole and exclusive remedy for any breach of this Agreement by Buyer at or prior to the Closing, including any failure of, or refusal by, Buyer to pay the Purchase Price for any reason whatsoever, shall be to terminate this Agreement pursuant to Section 11.1(b), and to seek liquidated damages as provided for in this Section 11.3(a);

(ii) none of Seller or its Affiliates shall pursue any other remedies or actions, at law or in equity, and hereby waive any and all other remedies against Buyer (and its Affiliates) in respect thereof; and

(iii) None of Buyer's or its Member Agency's former, current

or future managers, directors, officers, or agents shall have any liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby.

(c) If this Agreement is terminated pursuant to Section 11.1 hereof, then the Deposit Fund shall be released to Buyer or Seller as appropriate in accordance with the procedures set forth in the Deposit Fund Escrow Agreement.

(d) In the event of a dispute between the parties with respect to the Deposit Fund (and no other disputes pursuant to this Agreement), the dispute shall be submitted to binding arbitration in accordance with the procedures set forth in the Deposit Fund Escrow Agreement.

ARTICLE 12

GENERAL PROVISIONS

12.1. Confidential Nature of Information. The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, this Agreement, and any written communication between the parties, shall be available to the public. If Seller believes any communication contains trade secrets or other proprietary information that the Seller believes would cause substantial injury to the Seller's competitive position if disclosed, the Seller shall request that the Buyer withhold from disclosure the proprietary information by marking such proprietary information as confidential. If Seller requests that the Buyer withhold from disclosure information identified as confidential, and the Buyer complies with the Seller's request, Seller shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the Buyer from and against all damages (including but not limited to Legal Counsel fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses related to the withholding of Seller's information. Seller shall not make a claim, sue, or maintain any legal action against the Buyer or its directors, officers, employees, or agents concerning the withholding from disclosure of Seller information. If Seller does not request that the Buyer withhold from disclosure information identified as confidential, the Buyer shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the Seller.

12.2. No Public Announcement. No party shall, without the approval of the other, make any press release or other public announcement for any commercial purpose, including but not limited to advertising, promotion, or public relations, concerning this Agreement and the transactions contemplated by this Agreement, without the other party's written consent ; provided, that the foregoing shall not preclude communications or disclosures necessary (i) to implement the provisions of this Agreement, including communications with vendors and suppliers in the regular course of business, or (ii) to comply with accounting or Securities and Exchange Commission disclosure obligations, applicable FCC disclosure obligations, including in connection with obtaining the FCC Partial Assignment of License Consent, by a party or any of its Affiliates, or to the extent that any such party shall be otherwise obligated by law.

12.3. Notices. All notices, certifications, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if mailed, by certified mail, first class postage prepaid, or if delivered personally, or if sent by facsimile, with transmission confirmed by telephone:

If to Seller:

Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
Attention: John Reardon, CEO
Telephone: (703) 779-6555
Facsimile: (703) 548-4399

If to Buyer:

Southern California Regional Rail Authority/Metrolink
Attention: CEO
700 South Flower Street, Suite 2600
Los Angeles, California 90017
Telephone: (213) 452-0200
Facsimile: (213) 452-0429

With a copy to (which shall not constitute notice):

Helen Parker, Esq.
General Counsel
c/o Olga Yero, Board Secretary
SCRRA/Metrolink
700 S. Flower St. Suite 2600
Los Angeles, CA 90017

and:

Paul J. Feldman, Esq.
Fletcher Heald and Hildreth, PLC
1300 N. 17th Street,
11th Floor
Arlington, Virginia 22209
Telephone: (703) 812-0403
Facsimile: (703) 812-0486

or to such other address or addresses as may hereafter be specified by notice given by any of the above to the others. Notices given by United States certified mail as aforesaid shall be effective on the third Business Day following the day on which they were deposited in the mail. Notices delivered in person shall be effective upon delivery. Notices given by facsimile shall be

effective when transmitted, provided facsimile notice is confirmed by telephone and is transmitted on a Business Day during regular business hours of the receiving party.

12.4. Successors and Assigns.

(a) The rights of any party under this Agreement shall be assignable by such party hereto prior to the Closing with the prior written consent of the other, which shall not be unreasonably withheld; provided, however, that notwithstanding such assignment, the assigning party (Buyer or Seller) shall not be released from any liabilities or obligations hereunder, and such assignment shall not cause a delay in the receipt of the FCC Partial Assignment of License Consent.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person, other than the parties and their successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement.

12.5. Entire Agreement; Amendments. This Agreement and the Schedules and Exhibits referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements and understandings between the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

12.6. Waivers. Any failure of either Buyer or Seller to comply with any obligation, covenant, agreement or condition herein may be waived by the other party only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12.7. Fees and Expenses. The parties hereto will share equally any and all filing fees associated with obtaining the FCC Partial Assignment of License Consent. Any regulatory fees with respect to the Partitioned License relating to the period prior to the Closing Date shall be the sole responsibility of Seller. Except as otherwise provided herein, each party hereto will pay all of its own costs and expenses incident to its negotiation and preparation of this Agreement and the consummation of the Transactions, including the fees, expenses and disbursements of its counsel and advisors.

12.8. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof; provided, however, that if the removal of such offending term or provision materially alters the burdens or benefits of any of the parties under this Agreement, the parties agree to negotiate in good faith such modifications

to this Agreement as are appropriate to ensure the burdens and benefits of each party under such modified Agreement are reasonably comparable to the burdens and benefits originally contemplated and expected.

12.9. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto.

12.10. Further Assurances. Following the Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, such other instruments of conveyance and transfer as Buyer may from time to time reasonably request or as may be otherwise necessary to more effectively convey and transfer the Partitioned License to Buyer, to vest title to the Partitioned License in Buyer, and to put Buyer in possession of any part of the Partitioned License.

12.11. No Third-Party Beneficiary. With the exception of the parties to this Agreement and their permitted successors, brokers, employees and assigns, there shall exist no right of any Person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

12.12. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of California, without regard to choice of law principles.

12.13. Exclusive Jurisdiction; Venue.

(a) Each of the parties hereto hereby consents to the exclusive jurisdiction of the federal and state courts of Los Angeles County, in the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of, or in connection with, this Agreement or any of the transactions contemplated hereby or thereby, including, without limitation, any proceeding relating to ancillary measures in aid of arbitration, provisional remedies and interim relief, or any proceeding to enforce any arbitral decision or award.

(b) Each party hereby expressly waives any and all rights to bring any suit, action or other proceeding in or before any court or tribunal other than the federal and state courts located in the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, and covenants that it shall not seek in any manner to resolve any dispute other than as set forth in this Section 12.13 or to challenge or set aside any decision, award or judgment obtained in accordance with the provisions hereof.

(c) Each of the parties hereto hereby expressly waives any and all objections it may have to venue, including, without limitation, the inconvenience of such forum, in any of such courts.

12.14. Headings. Subject headings are included for convenience only and shall not affect the interpretation of any provisions of this Agreement.

12.15. Specific Performance. Seller acknowledges that irreparable damages would occur if any of the provisions of this Agreement related to Seller's obligations were not performed by Seller in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, notwithstanding anything to the contrary contained herein, Buyer shall be entitled to an injunction or injunctions to prevent breaches by Seller of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, in addition to any other remedy to which Buyer is entitled at law or in equity. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law and the requirement that Buyer post a bond. The parties acknowledge and agree that neither Seller nor any of its Affiliates shall have the right to specific performance, injunctive or equitable relief against Buyer or any Affiliate of Buyer.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Partitioned License Purchase Agreement to be executed as of the day and year first above written.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY/METROLINK

By: _____
Name: Eric Haley
Title: COO

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Partitioned License Purchase Agreement to be executed as of the day and year first above written.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY/METROLINK

By: _____
Name: _____
Title: _____

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: Sandra D. Pavit
Name: Sandra DePriest
Title: President

SCHEDULE 2.1

Encumbrances

Name	**FCC Call Sign**	**Center Frequency**	**Bandwidth (center frequency)**	**Usage: (Base/Mobile Transmit or Receive or both)**	**Transmit Power**	**Lease Expiration date/term**
Spectrum Tracking Inc.		219.93 MHz 219.96 MHz 219.99 MHz	30 kHz each	Both	100 mW intermittent	12/31/11 with one year renewal option of lessee
Eagle Communications Inc.	KAE889	217.5500 217.5875 217.7125 217.7500 217.7625 217.8000 217.8500 217.9250	12.5 kHz	Both	50 w	90 days written notice by Licensee

SCHEDULE 3.2(c)

Form of Instrument of Assignment

INSTRUMENT OF ASSIGNMENT dated as of _____ ___, 2010, by Maritime Communications/Land Mobile, LLC, 6200 Hwy. 62 East, Bldg. 2501 Suite 275, Jeffersonville, Indiana ("Seller") in favor of Southern California Regional Rail Authority/Metrolink, 700 South Flower Street, Suite 2600, Los Angeles, California 90017 ("Buyer"). Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into a certain Partitioned License Purchase Agreement dated as of January, ___ 2010, (the "Purchase Agreement") pursuant to which Seller has agreed to convey to Buyer the Partitioned License.

1. Assignment. Pursuant to Section 2.1 of the Purchase Agreement for valuable consideration paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller, intending to be legally bound, does hereby sell, assign, transfer, convey and deliver to Buyer, its successors and assigns forever, all of Seller's rights, title and interest in and to the Partitioned License, free and clear of all Encumbrances, except as provided in Schedule 2.1 of the Purchase Agreement.

2. Terms of Purchase Agreement Control. Nothing contained in this Instrument of Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expend, enlarge or in any way effect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations and indemnifications of Seller or Buyer set forth in the Purchase Agreement, and this Instrument of Assignment shall in all ways be governed by, and subject to, the Purchase Agreement.

3. Miscellaneous. This Instrument of Assignment (i) is executed pursuant to the Purchase Agreement and may be executed in counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (ii) shall be governed by and in accordance with the laws of the State of California, without regard to the principles of conflicts of law thereof and (iii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Instrument of Assignment to be executed and delivered as of this ___ day of _____, 2010.

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By:_____
Name: _____
Title: _____

Accepted by:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY/METROLINK

By:_____
Name: _____
Title: _____

SCHEDULE 3.3(d)

Form of Legal Opinion of Seller's FCC Counsel

1. Seller holds the AMTS authorizations described on Exhibit A hereto, which authorize Seller to utilize AMTS spectrum in the respective market areas shown on Exhibit A. To our knowledge, the Partitioned License is in full force and effect.

2. To our knowledge, except for those affecting the industry generally and except as set forth in Attachment A to this Schedule, there are no proceedings pending or threatened in writing under the Communications Laws against Seller by or before the FCC which seek the revocation, non-renewal, or material adverse modification of the Partitioned License.

3. The FCC has granted the FCC Partial Assignment of License Consent (as such term is defined in the Partitioned License Purchase Agreement between Maritime Communications/Land Mobile, LLC and Southern California Regional Rail Authority.

4. To our knowledge, other than proceeding(s) listed on Exhibit A hereto, there is no proceeding pending or threatened in writing against Seller by or before the FCC or a court that seeks a stay of the FCC Partial Assignment of License Consent or any aspect thereof.

ATTACHMENT A TO
SCHEDULE 3.3(d)

SCHEDULE 4.3
Conflicts

None

SCHEDULE 4.5

Applications, Actions, Proceedings Pending Against the License

SCHEDULE 4.5

Seller hereby lists the following pending matters:

MC/LM application for licenses won in FCC Auction No. 61, FCC File No. 0002303355

Inquiry from FCC to MC/LM referencing FCC File Nos. 0002303555, 0003463998, 0003470447, 0003470497, 0003470527, 0003470576, 0003470583, 0003470593, 0003470602, 0003470608, 0003470613

Application of MC/LM to assign a partition of spectrum to EnCana Oil & Gas (USA), Inc., File No. 0004030479

Application of MC/LM to assign a partition of spectrum to Big Rivers Electric Corporation, File No. 0003767487

Notification of MC/LM of the lease a parcel of spectrum to Spectrum Tracking Systems, Inc., File No. 0003796473: In July 2009, Warren Havens filed a petition for reconsideration of the FCC's acceptance of the notification.

SCHEDULE 4.6

Finder Fees
Spectrum Bridge, Inc.

Schedule 6.2(b)(vi)

Incumbent Licenses

Station KAE889

EXHIBIT A

The entire A Block AMTS Frequencies from Station WQGF 318 are to be assigned to Buyer in the areas designated below:

Pricing of Proposed Spectrum

#	County	State	Bandwidth*	2000 Pops	2009 Estimated Pops	2009 MHz Pops
1	Ventura County	CA	1 MHz	753,197	791,247	791,247
2	Los Angeles County	CA	1 MHz	9,519,338	9,826,493	9,826,493
3	San Bernardino, County	CA	1 MHz	1,709,434	1,981,696	1,981,696
4	Orange County	CA	1 MHz	2,846,289	2,970,485	2,970,485
5	San Diego County	CA	1 MHz	2,813,833	2,937,023	2,937,023
6	Riverside County	CA	1 MHz	1,545,387	2,000,816	2,000,816

Total MHz Pops: 20,507,760

* Subject to the provisions of Section 2.2 (b) of the Purchase Agreement

EXHIBIT B

FCC Waivers

Part 80 AMTS Rules -- Waivers Requested			
Rule Section	**Subject Matter at Issue**	**Explanation**	
80.92(a)	Prevention of Interference (must determine that frequency is not in use before transmitting)	This rule is inconsistent with the operation of a Time Division Multiplex (TDM) communication system where transmission of mobile radios is managed by base station.	
80. 102(a)	Radiotelephone Station Identification (ID required at the beginning and end of each communication, and every 15 mins. for sustained communications)	Transmission at the beginning and end of each communication is unnecessary for an exclusive, internal-use only system.	
80.105	General Obligations of Coast Stations (must receive calls from ship or aircraft)	Rule requirement is not consistent with the operation of a PTC sytem.	
80.123	Service to Stations On Land		
(a)	Special administrative requirement for land stations.	Rule requirement is not consistent with the operation of PTC.	
(b)	Must give priority to marine communications.	Rule requirement is not consistent with the operation of PTC.	
(c)	Land unit identification requirements	Mobile radios will travel between, and be associated with, multiple base stations. Thus, rule requirement is not consistent with operation of PTC	
(d)	Operations restricted "public correspondence channels"	Rule requirement is inconsistent with the operation of PTC.	
(e)	Transmitter power & antenna height limitations (antenna height limited to 6.1 meters)	Need 25 foot mobile antenna height for placement on locomotive roof. Need 100 foot fixed base station antenna height and 50 foot fixed wayside height for coverage purposes.	

(f)	Land stations may only communicate with public coast stations.	Rule requirement not consistent with the operation of PTC.	
(g)	Land station must cease operation upon notice of interference to marine communications.	Rule requirement is not consistent with operation of PTC.	
80.215(h)(5)(i)	Transmitter Power (ship station transmitter output limited *25* watts with an ERP not exceeding 18 watts)	Higher power needed for mobile and fixed units to ensure reliability critical to PTC. Seek base radios power at terminals of 75 watts, train/mobiles 50 watts, wayside 30 watts	
80.385 (a)(2)	Base ("coast") stations are only allowed to transmit on the lower half of the AMTS A-block (217.5-218 MHz) and "ship" stations (mobiles) only on the upper half (219.5-220 MHz).	Since PTC will use TDM communications for duplexing (as well as for multiple access), it is absolutely necessary to allow all 3 types of PTC nodes (mobiles, base, and wayside) to transmit on both sub-blocks.	
80.475(c)	Scope of Service of AMTS (Private mobile service may be provided only to licensees who have made cooperative arrangements with the AMTS licensee. Services must be provided to ship stations in emergencies without prior arrangements.)	Waiver is appropriate because system must be limited to PTC use. Service to ship stations is not consistent with the operation of PTC system.	
80.479(c)	Assignment and Use of Frequencies For AMTS (Need written consent from "all affected" licensees for mobile-to-mobile communications).	Rule requirement appears to be inconsistent with the operation of PTC.	

EXHIBIT C

Deposit Fund Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated as of February 8, 2010 (the "Agreement") by and among **Southern California Regional Rail Authority** a Joint Exercise of Powers Agency created under California Government Code Section 6500 et seq **("Party A")**; **Maritime Communications/Land Mobile LLC)**, a limited liability company duly organized and existing under the laws of the state of Delaware **("Party B")**; and Union Bank, N.A., a national banking association (hereinafter referred to as "Escrow Agent").

WHEREAS, Party A and Party B have entered into a separate Asset Purchase Agreement under which terms the Parties will deposit funds into escrow for release to either Party under specified conditions, either "termination" or "closing", as set forth in the separate Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1. Appointment of Escrow Agent. Party A and Party B hereby appoint Escrow Agent to act as escrow agent in accordance with the terms and conditions set forth herein, and Escrow Agent hereby accepts such appointment.

Section 2. Establishment of Escrow Account. Escrow Agent shall open and maintain a non-interest bearing account on the terms and conditions set forth herein (the "Escrow Account").

Section 3. Wire transfer instructions for sending the Escrow Funds, as hereinafter defined, to Escrow Agent are as follows:

Union Bank, N.A.
Monterey Park, CA
ABA: 122000496
Account: 37130196431
Account Name: – TRUSDG
For Further Credit: 67118978 SCRRA/Maritime Comm/Land Mobile Escrow
Attention: Jennifer Earle

Section 4. Deposits into the Escrow Account. Party A simultaneously with or within three Business Days after the execution and delivery of this Agreement will make a deposit with Escrow Agent in the sum of $657,800 in immediately available funds, and Party A and Party B shall jointly instruct for the deposit from a previously created escrow account the sum of $60,000 in immediately available funds for a total sum deposit of $717,800 (the "Escrow Funds"), which Escrow Funds shall be held by Escrow Agent under the terms and conditions hereinafter set forth. The Escrow Funds, plus all interest, dividends and other distributions and payments thereon received by Escrow Agent from time to time, less any property distributed and/or disbursed in accordance with this Agreement, from time to time are collectively referred to

hereinafter as the "Escrow Property". Escrow Agent shall have no duty to solicit delivery of the Escrow Property.

Section 5. Investment of the Escrow Property. As soon as practibable after the receipt thereof, Escrow Agent shall cause the Escrow Property to be invested in the BlackRock Liquidity Funds T-Fund Dollar Shares, and the parties acknowledge that the Escrow Agent may render administrative services and receive additional fees from the administrator or distributor of said fund.

Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property. Any interest or other income received on such investment and reinvestment of the Escrow Property shall become part of the Escrow Property and losses incurred on such investment and reinvestment of the Escrow Property shall be reflected in the value of the Escrow Property from time to time. Notwithstanding the foregoing, Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever Escrow Agent shall be required to release all or any portion of the Escrow Property pursuant to this Agreement. In no event shall Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

Section 6. Distribution of the Escrow Property. Escrow Agent shall hold the Escrow Property in its possession and disburse the Escrow Property or any specified portion thereof only as follows:

(a) Procedure for Release

i. Upon the happening of an event of termination as contemplated in Section 11 of the separate Asset Purchase Agreement entered into by Party A and Party B, either Party A or Party B may deliver to the Escrow Agent and the other Party a written notice signed by an authorized person set forth on Schedule I attached hereto ("Authorized Representative") requesting the release of the Escrow Property to itself, which request shall state that an event of termination has occurred and providing reasonable particulars thereof. If the other party does not, as soon as reasonably possible, but in no event later than thirty (30) days after the receipt of such copy, deliver a written notice from an Authorized Representative (a "Dispute Notice") to the Escrow Agent stating that no such event of termination has occurred and providing reasonable particulars, then the Escrow Agent shall disburse the Escrow Property to the party requesting release within 3 Business Days, according to paragraph (iii) below. If the other party delivers a Dispute Notice to the Escrow Agent within the prescribed time period, then the Escrow Agent shall continue to hold the Escrow Property in escrow pending the determination of the dispute by an arbitrator pursuant to Section 6 (b) hereof. If a Dispute Notice is delivered, the party will contact Escrow Agent via telephone to inform them of the Dispute Notice. A failure by a party to deliver a written request for the release of the Escrow Property upon becoming aware of an event of termination shall

not prevent or stop a party from delivering such a request at any time thereafter.

ii. Either Party A or Party B may deliver to Escrow Agent a written notice signed by an Authorized Representative requesting the release of the Escrow Property to the other party. Upon receipt of such a written notice, Escrow Agent shall, within 3 Business Days, disburse the Escrow Property according to paragraph (iii) below.

iii. If the conditions for release of the Escrow Property to Party B set forth above are satisfied, then within the time period set forth in paragraphs (i) and (ii) above, Escrow Agent shall and is hereby directed to withdraw and pay from the Escrow Account to Party B all of the Escrow Property, less any interest. Escrow Agent shall withdraw and pay from the Escrow Account to Party A any remaining Escrow Property in the Escrow Account. If the conditions for release of the Escrow Property to Party A set forth above are satisfied, then within the time periods set forth in paragraphs (i) and (ii) above, Escrow Agent shall and is hereby directed to withdraw and pay from the Escrow Account to Party A all of the Escrow Property. For purposes of this Agreement Business Day shall mean any day Union Bank, N.A. is open for business. All payments of the Escrow Property will be effected by wire transfer in immediately available funds.

(b) Arbitration. If either party delivers a Dispute Notice to the Escrow Agent within the time prescribed in Section 6 (a)(i), then the Escrow Agent shall promptly deliver a copy of the Dispute Notice to the other party and the parties may submit the issue of whether or not an event of termination has occurred to an arbitrator. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be settled by arbitration by a single arbitrator under the rules of the American Arbitration Association. The place of the arbitration shall be Los Angeles, California. Judgment of the arbitrator shall be final and non-appealable and may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of the enforcement. Except as otherwise provided in this Agreement, each party shall bear its own expenses of the arbitration, but the fees and costs of the arbitrator shall be borne equally between the parties participating in the arbitration and the arbitrator shall determine any award of attorneys' fees. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the requesting party with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, whose determination shall be conclusive. All discovery shall be completed within thirty (30) days following the appointment of the arbitrator. If the arbitrator shall determine that an event of termination has occurred, the Escrow Agent shall promptly release the Escrow Property as instructed by the arbitrator, and in accordance with section 6(a), above. If the arbitrator determines that an event of termination has not occurred, the Escrow Agent shall continue to hold the Escrow Property in escrow pursuant to the provisions of this Agreement.

Section 7. Compensation of Escrow Agent. Escrow Agent shall be entitled to receive payment from Party A for fees, costs and expenses for all services rendered by it hereunder in accordance with Schedule II to this Agreement. Party A shall reimburse Escrow Agent on demand for all losses, liabilities, damages, disbursements, advances or expenses paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all counsel, advisor and agent fees and disbursements. At all times, Escrow Agent will have a right of set off and first lien upon the Escrow Account for payment of customary fees, costs and expenses and all such losses, liabilities, damages or expenses from time to time. Such fees, costs and expenses shall be paid from the Escrow Property to the extent not otherwise paid hereunder and Escrow Agent may sell, convey or otherwise dispose of any Escrow Property for such purpose. The obligations contained in this Section shall survive the termination of this Agreement and the resignation or removal of Escrow Agent.

Section 8. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice thirty calendar days prior to such resignation to Party A and Party B as provided in this Section. Party A and Party B may remove Escrow Agent at any time by giving joint written notice signed by both parties' Authorized Representative at least thirty calendar days prior to such removal to Escrow Agent. Following such resignation or removal, a successor Escrow Agent shall be appointed jointly by Party A and Party B, who shall provide joint written notice of such to the resigning or removed Escrow Agent. Such successor Escrow Agent shall become Escrow Agent hereunder, and all Escrow Property shall be transferred to it upon the resignation or removal date specified in such notice. If Party A and Party B are unable to appoint a successor Escrow Agent within thirty calendar days after such notice, Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including but not limited to its attorney fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid jointly by Party A and Party B. On the resignation/removal date and after receipt of the identity of the successor Escrow Agent, Escrow Agent shall either deliver and/or disburse the Escrow Property then held hereunder to the successor Escrow Agent, less Escrow Agent's fees, costs and expenses or other obligations owed to Escrow Agent. Upon its resignation or removal and delivery and/or disbursement of the Escrow Property in its entirety as set forth in this Section, Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

Section 9. Indemnification of Escrow Agent. Party A and Party B jointly and severally agree to indemnify and hold Escrow Agent harmless with respect to any acts Escrow Agent takes in accordance with the terms and conditions of this Agreement. Party A and Party B jointly and severally agree to indemnify and hold Escrow Agent harmless against any and all liabilities, losses, claims, damages or expenses, including reasonable attorney's fees, that Escrow Agent may incur by reason of or based upon its actions under this Agreement other than as a result of the gross negligence or willful misconduct of Escrow Agent.

Section 10. Rights, Duties and Immunities of Escrow Agent. Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which

all parties to this Agreement hereby agree shall govern and control the rights, duties and immunities of Escrow Agent.

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Agreement and no duties, responsibilities, or obligations shall be inferred or implied. Escrow Agent shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Agreement. Escrow Agent shall not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose.

(b) Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(c) Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under any other agreements or arrangements between Party A and Party B.

(d) Escrow Agent shall not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of persons executing or delivering any such notice, direction, instruction, instrument, document, or other items delivered to it by such party or parties. Escrow Agent is authorized to comply with and rely upon any notice, direction, instruction or other communication believed by it to have been sent or given by Party A and/or Party B and shall be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Agreement.

(e) Escrow Agent is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Agreement may arise. Escrow Agent shall be under no liability to any party hereto by reason of any failure on the part of Party A, Party B or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such party's obligations under any such document. Except for amendments to this Agreement referred to herein, and except for notifications or instructions to Escrow Agent under this Agreement, Escrow Agent shall not be obliged to recognize or be chargeable with knowledge of any of the terms or conditions of any agreement between Party A and Party B, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

(f) Escrow Agent shall not be bound by any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced in writing and delivered to Escrow Agent signed by the proper party's Authorized Representative and, if the duties or rights of Escrow Agent are affected, unless it shall give its prior written consent thereto. No person, firm or corporation will be recognized by Escrow Agent as a successor or assignee of Party A or Party B until there shall be presented to Escrow Agent evidence satisfactory to it of such succession or assignment. This Agreement shall not be deemed to create a fiduciary relationship among the parties hereto under state or federal law.

(g) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(h) Escrow Agent shall not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from Party A and/or Party B, or any entity acting on behalf of either, (ii) for any consequential, punitive or special damages, (iii) for the acts or omissions of its nominees, designees, subagents or subcustodians, or (iv) for an amount in excess of the value of the Escrow Property, valued as of the date of loss.

(i) In the event of any ambiguity or uncertainty hereunder or in any notice or other communication received by Escrow Agent hereunder, Escrow Agent is hereby authorized by Party A and Party B to refrain from taking any action other than to retain possession of the Escrow Property, unless Escrow Agent receives written instructions, signed by an Authorized Representative of both Party A and Party B which eliminates such ambiguity or uncertainty.

(j) Escrow Agent may consult with legal counsel of its own choosing as to any matter relating to this Agreement and Escrow Agent shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(k) In the event of any dispute or conflicting claim with respect to the payment, ownership or right of possession of the Escrow Account or the Escrow Property, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its own gross negligence or willful misconduct, all or any part of the Escrow Property until such dispute shall have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to Escrow Agent in writing by the parties to the dispute or their authorized representatives and setting forth the resolution of the dispute). Escrow Agent shall be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

(l) Escrow Agent shall not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility).

(m) When Escrow Agent acts on any communication (including, but not limited to, communication with respect to the delivery of securities or the wire transfer of funds) sent by electronic transmission, Escrow Agent, absent gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Party A or Party B, as the case may be, agrees to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk or interception and misuse by third parties.

(n) Escrow Agent will provide to Party A and Party B monthly statements identifying transactions, transfers or holdings of Escrow Property and each such statement will be deemed to be correct and final upon receipt thereof by Party A and Party B unless Party A or Party B notifies Escrow Agent in writing to the contrary within thirty Business Days of the date of such statement.

(o) The Escrow Agent will not be under any duty to give the Escrow Property held by it hereunder any greater degree of care than it gives its own similar property and will not be required to invest any funds held hereunder except as directed in this Escrow Agreement. Uninvested funds held hereunder will not earn or accrue interest.

Section 11. Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Agreement shall be in writing, signed by the proper party's Authorized Representative and sent by: (i) personal delivery, overnight delivery by a recognized courier or delivery service, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) electronic transmission, which includes fax machine, email with an imaged or scanned attachment (such as a PDF) or other similar electronic transmission, with confirmation of receipt of such transmission by Escrow Agent; and shall become effective when delivered to the addresses noted below or such other address as may be substituted therefore by written notification by the proper party's Authorized Representative. Notices to Escrow Agent shall be deemed to be given when actually received by Escrow Agent's Corporate Trust Department.

If to Party A, to:

Southern California Regional Rail Authority

700 South Flower Street, Suite 2600
Los Angeles, CA 90017
Attention: General Manager
Telephone: (213) 452-0200
Facsimile: (213) 452-0429

If to Party B, to:

Maritime Communications/Land Mobile LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
Attention: John Reardon, CEO
Telephone: (703) 778-6555
Facsimile: (703) 548-4399

John Reardon is listed as CEO.

If to Escrow Agent, to:

Union Bank, N.A.
120 S. San Pedro Street, 4th Floor
Los Angeles, CA 90012
Attention: Jennifer Earle, Corporate Trust Dept.
Email: jennifer.earle@unionbank.com and dietric.williams@unionbank.com
Facsimile: (213) 972-5694
Telephone: (213) 972-5673

Section 12. Wiring Instructions. In the event fund transfer instructions are given other than as set forth on Schedule III attached hereto, such instructions must be communicated to the Escrow Agent in writing delivered pursuant to Section 11. Escrow Agent shall seek confirmation of such instructions by telephone call-back to an Authorized Representative, and Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representative so designated. Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Party A and Party B to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

Section 13. Termination. This Agreement shall terminate when all the Escrow Property has been disbursed or returned pursuant to Section 6 or Section 8 of this Agreement.

Section 14. Continuing Obligations. The obligations under Sections 6, 7, 8, 9 and 10 hereof shall survive the resignation or removal of Escrow Agent, the termination of this Agreement and the payment of all amounts hereunder.

Section 15. Inconsistent Provisions. Party A and Party B agree that to the extent that the provisions of any other agreement relating to the Escrow Property are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Executed copies of this Agreement delivered pursuant to Section 11 above shall be as effective as an original to bind the parties.

Section 18. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

Section 19. Authorized Representative. Each of Party A and Party B hereby identify to Escrow Agent the officers, employees or agents designated on Schedule I attached hereto as an Authorized Representative with respect to any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to Escrow Agent. Such Schedule I may be amended and updated by written notice to Escrow Agent with a copy to the other party to this Agreement provided that failure to furnish such copy shall not affect the validity of such notice to Escrow Agent. Escrow Agent shall be entitled to rely on such original or amended Schedule I with respect to any party until a new Schedule I is furnished by such party to Escrow Agent.

Section 20. Jurisdiction. **[**Each of the parties hereto hereby irrevocably agrees that any action, suit or proceedings against any of them by any of the other aforementioned parties with respect to this Agreement shall be brought before the jurisdiction of any federal or state court of competent jurisdiction located in Los Angeles, California. Each party hereto further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by registered or certified mail, return receipt requested, in the manner provided for herein. Each party hereto hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on improper venue or *forum non conveniens* or any similar basis. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Agreement (each a "Claim"), the parties to this Agreement expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury. In the event that the waiver of jury trial set forth in the previous sentence is not enforceable under the law applicable to this Agreement, the parties to this Agreement agree that any Claim, including any question of law or fact relating thereto, shall, at the written request of any party, be determined by judicial

reference pursuant to California. The parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the parties cannot agree upon a referee, the court shall appoint the referee. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies. The parties shall bear the fees and expenses of the referee equally, unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The parties acknowledge that if a referee is selected to determine the Claims, then the Claims will not be decided by a jury.

Section 21. Withholding Forms. The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. Party A and Party B will pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrow Property incurred in connection herewith and will indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account will be subject to withholding regulations then in force with respect to United States taxes. Due to the requirement that all escrow accounts have Taxpayer Identification Numbers documented by appropriate W-8 or W-9 forms, Party A and Party B shall return the appropriate form to Escrow Agent, duly completed and signed by the proper party's Authorized Representative. Party A and Party B acknowledge that failure to provide such forms may prevent or delay disbursement of the Escrow Funds hereunder.

Section 22. USA PATRIOT Act. Party A and Party B shall provide to Escrow Agent such information as Escrow Agent may reasonably require to permit Escrow Agent to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001). Escrow Agent shall not credit any amount of interest or investment proceeds earned on the Escrow Fund, or make any payment of all or a portion of the Escrow Fund, to any person unless and until such person has provided to Escrow Agent such documents as Escrow Agent may require to permit Escrow Agent to comply with its obligations under such Act. Further, each of the parties represents and warrants to the Escrow Agent that it is not a hedge fund. If any of the parties is a hedge fund that is not sponsored by a registered investment advisor, such party agrees to enter into the form of Due Diligence Agreement provided by the Escrow Agent.

Section 23. Miscellaneous.

(a) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(b) This Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

(c) Each party hereby represents and warrants (i) that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Agreement by the parties hereto does not and will not violate any applicable law or regulation.

(d) The headings contained in this Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

(e) Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by the proper party's Authorized Representative, and no waiver of any provision hereof will be effective unless expressed in a writing signed by the proper party's Authorized Representative.

(f) The invalidity, illegality or unenforceability of any provision of this Escrow Agreement will in no way effect the validity, legality or enforceability of any other provision; and if any provision is held to be enforceable as a matter of law, the other provisions will not be affected thereby and will remain in full force and effect.

(g) No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties.

(h) Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any corporation succeeding to all or substantially all the business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By _____
Name:
Title:

MARITIME COMMUNICATIONS/LAND MOBILE LLC

By _____
Name:
Title:

UNION BANK, N.A.
as Escrow Agent

By _____
Name: Jennifer Earle
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

(Party A)

By _____
Name:
Title:

(Party B)

By _____
Name: Sandra DeFriest
Title: President

UNION BANK, N.A.
as Escrow Agent

By _____
Name:
Title:

SCHEDULE I

Authorized Representatives of Party A

Signature: _____
Print: Patricia Kataura
Title: Controller/Treasurer
Phone: (213)452-0333
Fax: (213)452-0420
Email: kataurap@scrra.net

Signature: _____
Print:
Title:
Phone:
Fax:
Email:

Signature: _____
Print:
Title:
Phone:
Fax:
Email:

Signature: _____
Print:
Title:
Phone:
Fax:
Email:

Authorized Representatives of Party B

John Reardon signs as CEO.

Signature: _____
Print: John Reardon
Title: CEO
Phone: (703) 778-6555
Fax: (703) 548-4399
Email:

Signature: _____
Print:
Title:
Phone:
Fax:
Email:

Signature: _____
Print:
Title:
Phone:
Fax:
Email:

Signature: _____
Print:
Title:
Phone:
Fax:
Email:

SCHEDULE II

ESCROW AGENT COMPENSATION

UNION BANK, N.A.
Schedule of Fees
As Escrow Agent

Acceptance and Set-up Fee: *(Due and payable on the closing date)*	**$ 500**
Annual Administration Fee: (*First year's fee is due and payable in advance on the closing date)*	**$ 500**
Legal Counsel Fee: No Charge	
(Use of Union Bank in-house legal counsel)	
Transactional Charges:	
Disbursements/Wires:	**$ 35**

Extraordinary Services: **By Appraisal**

Out-of-Pocket Expenses: **As Invoiced**

Fees are subject to review and acceptance by Union Bank, N.A. of all documents pertaining to this transaction.If we are called upon to perform additional services, or any services not described above, an extra charge may apply.

SCHEDULE III

Wire Instructions:

If to Party A:

Union Bank
445 S. Figueroa Street, 13th Floor
Los Angeles, CA 90071-1602
Contact Name: Eileen Perez
Phone: (213) 236-7589
ABA/Routing# : 122000496
Account # : 1000129581

If to Party B

Stock Yards Bank & Trust Co
ABA Routing Number 083000564
Account Name: Maritime Communications/Land Mobile, LLC
Account No. 1653504

Date: _____

EXHIBIT D

Interference Protection Map

Visalia
Tulare
Bakersfield
Santa Maria
Goleta
Santa Barbara
Lancaster
Palmdale
Santa Clarita
Oxnard
Simi Valley
Burbank
Thousand Oaks
Los Angeles
Inglewood
Downey
Torrance
Long Beach
Huntington Beach
Orange
Irvine
Costa Mesa
Santa Rosa Island
Santa Cruz Island
Santa Catalina Island
San Clemente Island
CA
Isabella Lake
China Lake Naval Weapons Center
Fort Irwin
Victorville
Apple Valley
Hesperia
Twentynine Palms Marine Corps Base
San Bernardino
Chino
Riverside
Corona
Moreno Valley
Hemet
Cathedral City
Indio
Murrieta
San Clemente
Oceanside
Escondido
Encinitas
San Diego
Chula Vista
Tijuana
Rosarito
Ensenada
Salton Sea
Yuma Proving Ground
Yuma
Mexicali
San Luis Río Colorado
Laguna Salada
Barry M Goldwater Air Force Range
SONORA
Spring Valley
Las Vegas
Henderson
Lake Mead
NV
Hualapai Indian Reservation
Lake Havasu City
AZ
5
101
395
15
40
40B
95
JTP
60
9
10
215
MX1
MX1D
MX2
MX2D
MX3
MX5

Data use subject to license.
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www.delorme.com

MN (12.5° E)

0 18 36 54 72 90 mi

Data Zoom 6-0

EXHIBIT E

Modifications to License

The FCC Seller License Modification Application will request modification of the Partitioned License, pursuant to Section 20.9 of the FCC's Rules, to provide private mobile radio services, rather than commercial mobile radio services.