EXHIBIT
I

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Northern District of Mississippi		PROOF OF CLAIM
Name of Debtor: Maritime Communications/Land Mobile, LLC	Case Number: 11-13463-DWH	
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*		
Name of Creditor (the person or other entity to whom the debtor owes money or property): R. Hayne Hollis, III		COURT USE ONLY
Name and address where notices should be sent: Pat Trammell, PO Box 11063, Birmingham, Alabama 35202-1063. Telephone number: (205) 243-8026 email: pat.trammell@southeasternmcommercial.com		☑ Check this box if this claim amends a previously filed claim. Court Claim Number: 72 (*If known*) Filed on: 11/29/2011
Name and address where payment should be sent (if different from above): Telephone number: email:		☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ 3,045,665.28

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Loan Agreement
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☑ Other
Describe: FCC licenses and other personal property

Value of Property: $ 40,000,000.

Annual Interest Rate _____ % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ _____

Basis for perfection: UCC1

Amount of Secured Claim: $ 3,045,665.28

Amount Unsecured: $ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority: $ _____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "**redacted**".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: R. HAYNE HOLLIS III
Title:
Company:
Address and telephone number (if different from notice address above):

Telephone number: email:

R. Hayne Hollis III 11/13/2012
(Signature) (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

PROMISSORY NOTE

$1,566,666.67 December 29, 2005

FOR VALUE RECEIVED, without grace, the undersigned MOBILE COMMUNICATIONS/LAND MOBILE, LLC, a Delaware limited liability company ("Borrower"), promises to pay to the order of Robert H. Hollis, III., an resident of Alabama (together with any holder of this Note, "Lender"), at 116 Loftin Road, Dothan, AL 36303, or at such other address as Lender may from time to time designate in writing, the principal sum of One Million Five Hundred Sixty Six Thousand Six Hundred Sixty Six and 67/100 Dollars ($1,566,666.67), or so much thereof as may be advanced hereunder, together with interest thereon, such principal and interest to be payable as follows:

A. On the 30th day of June, 2006, Borrower shall pay to Lender the then outstanding principal balance, together with all accrued and unpaid interest thereon.

During the entire term of this Note, the outstanding principal amount shall bear interest at the rate of ten percent (10%) (the "Interest Rate") per annum. All payments shall be applied first to interest then due and payable and any balance in excess of such amount shall be applied in reduction of principal. The principal and interest shall be payable in lawful money of the United States which shall be legal tender for public and private debts at the time of payment. All interest payable herein shall be calculated on the basis of a 360-day year by multiplying the outstanding principal amount by the applicable per annum rate, multiplying the product thereof by the actual number of days elapsed, and dividing the product so obtained by 360.

Borrower will pay a late charge equal to five percent (5%) of any payment not received by Lender within ten (10) days after the due date thereof. Collection or acceptance by Lender of such late charge shall not constitute a waiver of any remedies of Lender provided herein or Lender's right to demand payment in full in its sole and absolute discretion.

So long as no default or "Event of Default" (as that term is defined in the Loan Agreement) exists under this Note, Borrower shall have the privilege to prepay the principal of this Note (in whole only and not in part) upon and subject to the following terms and conditions: (a) concurrently with such prepayment, Borrower shall pay all accrued and unpaid interest under this Note (whether or not then due), all other amounts then due

This Note is a "Note" referred to in, and entitled to the security of, this Note, any separate Guarantees, and any and all other agreements, instruments or documents, now existing or hereafter arising, executed or delivered in connection with the Note, together with any and all extensions, revisions, modifications or amendments heretofore, simultaneously herewith or hereafter made to any of the foregoing, hereinafter referred to collectively as the "Loan Documents".

The principal sum evidenced by this Note, together with accrued interest, shall become immediately due and payable at the option of Lender upon the occurrence of any of the following

events, each of which shall constitute an "Event of Default" hereunder: (1) any failure to pay any installment of principal or interest or any other amount due hereunder when and as the same shall become due and payable, whether upon the Maturity Date or otherwise; (2) the filing by the Borrower or any Guarantor of a voluntary petition in bankruptcy or the Borrower's or any Guarantor's adjudication as a bankrupt or insolvent, or the filing by the Borrower or any Guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself or himself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower or any Guarantor seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of the Borrower or any Guarantor or the making by the Borrower or any Guarantor of any general assignment for the benefit of creditors or the admission in writing by the Borrower or any Guarantor of its or his inability to pay its or his debts generally as they become due; (3) the entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against the Borrower or any Guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or any Guarantor or of a substantial part of Borrower's or any Guarantor's property or of any or all of the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of the Borrower or any Guarantor, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); (4) any transfer of any property or any interest therein or any further encumbrance of any property or any interest therein in violation of any one or more of the Loan Agreement and/or any of the other Loan Documents; (5) any change in the composition, form of business association or ownership of the Borrower.; (6) a material adverse change in the financial condition of Borrower or any Guarantor; or (7) at Lender's election, the death or incompetency of any Guarantor. Upon any Event of Default, in addition to any late charge which may be due as provided for hereinabove, Borrower agrees to pay interest to Lender at a rate equal to three percentage points (3%) in excess of the Interest Rate from time to time accruing, as set forth herein, on the aggregate indebtedness represented hereby, including accrued interest, until such aggregate indebtedness is paid in full. Borrower will also pay to Lender, in addition to the amount due, all costs of collecting, securing or attempting to collect or secure this Note, including without limitation, court costs and attorneys' fees, including attorneys' fees on any appeal by either Borrower or Lender.

With respect to the amounts due pursuant to this Note, Borrower waives the following:

(1) All rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any state thereof;

(2) Demand, presentment, protest, notice of dishonor, notice of nonpayment, suit against any party, diligence in collection, and all other requirements necessary to enforce this Note; and

(3) Any further receipt by or acknowledgment of any collateral now or hereafter deposited as security for the obligations hereunder.

In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event such payment is inadvertently paid by Borrower or inadvertently received by Lender, then such excess sum shall be credited as a payment of principal, unless Borrower elects to have such excess sum refunded to it forthwith. It is the express intent hereof that Borrower not pay and Lender not receive, directly or indirectly, interest in excess of that which may be legally paid by Borrower under applicable law. Lender shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by Lender. All rights and remedies of Lender under the terms of this Note and applicable statutes or rules of law shall be cumulative, and may be exercised successively or concurrently. Borrower agrees that there are no defenses, equities or setoffs with respect to the obligations set forth herein. The obligations of Borrower hereunder shall be binding upon and enforceable against Borrower and its successors and assigns. This Note is being held by Lender in the State of Alabama, and shall be governed by, and construed in accordance with, the laws of the State of Alabama, and Borrower hereby consents to the jurisdiction of the state and federal courts presiding in and over Houston County, Alabama, and agrees that the receipt of this Note by Lender in the State of Alabama shall constitute sufficient minimum contacts of the Borrower with the State of Alabama. Any provisions of this Note which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS NOTE, THE LOAN AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS NOTE OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALING WITH RESPECT TO THIS NOTE, THE LOAN AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF ANY RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER WITH LENDER IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Lender may, at its option, release any collateral given to secure the indebtedness evidenced hereby or release any or all of the Guarantors from his or their obligations under the

Guaranty, and no such release shall impair the obligations to Lender of Borrower not expressly released by Lender.

All capitalized terms used herein shall be as defined in the Loan Agreement unless otherwise indicated.

IN WITNESS WHEREOF, the undersigned Borrower has caused this instrument to be executed by its duly authorized _____ on the day and year first above written.

BORROWER:

MARITIME COMMUNICATIONS/LAND MOBILE, LLC
A Delaware limited liability company
By SRJW, L.P., Managing Member
By Communications Investments, Inc. G.P.

By: _____
Its: President

Witness: _____
Patrick B. Trammell

LOAN AND SECURITY AGREEMENT

This **LOAN AND SECURITY AGREEMENT** (this "Agreement") is made this 29th day of December, 2005 by and between Robert H. Hollis, III, ("Lender"), a resident of Alabama limited liability company, with an office at 116 Loftin road, Dothan, AL 36303, and MARITIME COMMUNICATIONS/LAND MOBILE, LLC ("Borrower") a Delaware limited liability company, with its chief executive offices at 206 8th Street North, Columbus, MS 39701.

ARTICLE I
THE LOANS

1.1 Loan.

(a) Subject to the following terms and conditions, Lender agrees to loan to Borrower the principal sum of One Million Five Hundred Sixty Six thousand Six Hundred Sixty Six and 67/100 Dollars ($1,566,666.67) (the "Loan").

(b) The Loan will be evidenced by one or more Notes payable to the order of Lender and maturing the 30th day of June, 2006.

(c) During the entire term of this Note, the outstanding principal amount shall bear interest at the rate of ten percent (10%) (the "Interest Rate") per annum. All payments shall be applied first to interest then due and payable and any balance in excess of such amount shall be applied in reduction of principal. The principal and interest shall be payable in lawful money of the United States which shall be legal tender for public and private debts at the time of payment. All interest payable herein shall be calculated on the basis of a 360-day year by multiplying the outstanding principal amount by the applicable per annum rate, multiplying the product thereof by the actual number of days elapsed, and dividing the product so obtained by 360.

(d) Borrower will pay a late charge equal to five percent (5%) of any payment not received by Lender within ten (10) days after the due date thereof. Collection or acceptance by Lender of such late charge shall not constitute a waiver of any remedies of Lender provided herein or Lender's right to demand payment in full in its sole and absolute discretion.

1.2 Collateral. The Loans, each Note, and the Obligations shall be secured by each of the following, which shall remain valid and binding as security for the aggregate amount of the Obligations outstanding from time to time whether or not the full amount of the Line of Credit Loan is actually advanced by Lender to Borrower:

(a) All equipment, inventory, accounts, chattel paper, leases, licenses, rights under leases and licenses, and all funds credited thereto, negotiable documents, instruments, investment property, fixtures, general intangibles and all goods, whether any of the foregoing is now or hereafter owned or held; and all proceeds thereof.

(b) The unconditional guarantee of Guarantors.

ARTICLE II
GRANT OF SECURITY INTEREST AND REMEDIES

2.1 Security Interest. As security for the payment of the Loans and all other Obligations, now existing or in the future incurred, and including any extensions or renewals or changes in form of the Loans, and any other Indebtedness of Borrower to Lender, and all costs and expenses of collection thereof, including, without limitation, attorneys' fees, Borrower hereby assigns to Lender and grants to Lender a security interest in the Collateral. The rights assigned and granted to Lender hereunder include, but shall in no way be limited to, all of Borrower's right to (1) modify or amend the Contracts; (2) terminate the Contracts; and (3) waive or release the performance or observance of the obligations of any party under the Contracts, or any guaranty or security therefor and such rights shall include any security interests granted to Borrower in any of the Contracts.

2.2 Lien Perfection; Further Assurances. Borrower authorizes Lender to perfect, preserve, continue, amend, and maintain Lender's interest in the Collateral and shall assist and cooperate with Lender in taking such actions and shall pay all costs and expenses incurred by Lender in taking such actions. Such actions may include but are not limited to (1) the filing by Lender of financing statements describing the Collateral; (2) Lender's taking possession of the Collateral; (3) Borrower's obtaining an acknowledgement from a person in possession of any of the Collateral that such person is holding the Collateral for the benefit of Lender; and (4) Lender's obtaining control of the Collateral consisting of Deposit Accounts, Investment Property, letter-of-credit rights, and electronic chattel paper. Borrower shall place a legend in form and substance acceptable to Lender that gives notice of Lender's security interest in chattel paper (tangible or electronic) on all chattel paper (tangible or electronic) currently existing or acquired or created in the future by Borrower. Borrower shall file and hereby authorizes Lender to file such UCC-1 financing statements and other documents as are required to perfect, preserve, amend, maintain or continue Lender's Lien upon any of the Collateral and shall take such other action as may be required to perfect or to continue the perfection of Lender's lien upon the Collateral. The parties agree that a carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in any appropriate recording office. Borrower agrees to obtain such estoppel certificates, lien waivers, and subordination agreements from each of Borrower's landlords as shall be necessary to release the Collateral from any claim or interest of said landlords. Part of the Collateral may constitute motor vehicles and other vehicles subject to registration under the motor vehicle title registration statutes of various states. Borrower agrees to execute and deliver on a timely basis all title certificates and instruments as are necessary to convey to Lender a first priority perfected security interest in those vehicles. At Lender's request, Borrower shall also promptly execute or cause to be executed and shall deliver to Lender any additional documents, instruments and agreements deemed necessary by Lender to give effect to or carry out the terms or intent of the Loan Documents. Borrower shall not file a release, amendment, partial release, or termination statement with respect to any of the Collateral without Lender's prior written consent. Borrower agrees that whenever any of the Collateral is in the possession of Lender whether for perfection, enforcement or otherwise, Borrower agrees to Lender's unrestricted use and operation of the Collateral and agrees that Lender shall have no duty to keep the Collateral segregated or separately identifiable and that Lender may commingle such Collateral with its own without any liability to Borrower for so doing.

2.3 No Identification Required. No submission by Borrower to Lender of a schedule or other particular identification of Collateral shall be necessary to vest in Lender security title to and a security interest in each and every item of Collateral now existing or hereafter created and acquired by Borrower, but rather such title and security interest shall vest in Lender immediately upon the creation or acquisition of any item of Collateral hereafter created or acquired by Borrower, without the necessity for any other or further action by Borrower or by Lender. Borrower shall take such steps and observe such formalities as Lender may request from time to time to create and maintain in favor of Lender a valid and first lien upon, security interest in and pledge of all of the Collateral and all other security that Borrower may grant to Lender, whether now existing or created or acquired from time to time hereafter.

2.4 General Remedies. At any time after the occurrence of an Event of Default, Lender may at its option (i) proceed to protect and enforce its rights by suit in equity, action at law and/or any other appropriate proceeding for damages or for specific performance of any covenant or condition contained in this Agreement, the Note(s) or any Loan Document, and/or (ii) declare the unpaid balance of the Loans and Note(s) together with all accrued interest to be immediately due and payable, and thereupon such balance shall become so due and payable without presentation, protest or further demand or notice of any kind, all of which are hereby expressly waived.

2.5 Other Remedies/UCC Remedies. At any time after an Event of Default, Lender may enter upon the premises of Borrower or any other place where any Collateral is located, and through self-help and without judicial process, without first obtaining a final judgment or giving Borrower notice and opportunity for a hearing without any obligation to pay rent, remove the Collateral therefrom to the premises of Lender or its agent for such time as Lender may desire to collect or liquidate the Collateral; render any Equipment unusable; require Borrower to assemble the Tangible Property and make it available to Lender at Borrower's premises or any other place selected by Lender, and to make available to Lender all of Borrower's premises and facilities for the purpose of Lender's taking possession of, removing or putting the Tangible Property in salable form; use, and permit any purchaser of any of the Collateral from Lender to use, without charge, Borrower's labels, General Intangibles and advertising matter or any property of a similar nature, as it pertains to or is included in the Collateral, in advertising, preparing for sale and selling any Collateral, and in finishing the manufacture, processing, fabrication, packaging and delivery of the Inventory; and Borrower's rights under all licenses, franchise agreements and other General Intangibles shall inure to Lender's benefit; and dispose of the Collateral while the Collateral is situated on Borrower's premises. Lender, without demand of performance or other demand, advertisement or notice of any kind, to the extent permitted by law, of a proposed disposition of the Collateral, which may be given in the manner specified in Section 10.9 or upon Borrower or any other person (all of which demands, advertisements and notices are hereby expressly waived, to the extent permitted by law), may forthwith collect, receive, appropriate, repossess and realize upon all or any part of the Collateral, and may forthwith sell, lease, license, assign, give options to purchase, or sell or otherwise dispose of and delivery all or any part of the Collateral (or contract to do so), in one or more parcels at public or private sale or sales, and any exchange, broker's board or at any of Lender's offices or elsewhere at such prices at Lender may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Unless the Collateral is perishable or threatens to decline speedily in value, or is of a style customarily sold on a recognized market,

Lender will give Borrower reasonable notice of the time after which any private sale or other intended disposition of Collateral is to be made. The requirement of reasonable notice shall be met if such notice is mailed postage prepaid to Borrower at least ten (10) days before the time of such sale or disposition. To the extent permitted by law, the Collateral shall be sold free of any right of redemption, which right of redemption Borrower hereby waives and releases. To the extent permitted by Applicable Law, Borrower waives all claims, damages, and demands against Lender arising out of the repossession, retention or sale of the Collateral. Lender may exercise any rights, powers and remedies of Borrower in connection with any Contract or otherwise in respect of the Collateral, including any rights of Borrower to demand or otherwise require payment of any amount under, or performance of any provision of, any Contract, and to modify, amend, terminate, replace, settle or compromise any Contract or any sum payable thereunder. The Lender may notify Account Debtors that Accounts and Contracts have been assigned to the Lender, demand and receive information from Account Debtors with respect to Accounts and Contracts, forward invoices to Account Debtors directing them to make payments to the Lender, collect all Accounts and Contracts in Lender's or Borrower's name and take control of any cash or non-cash proceeds of Collateral, enforce payment of any Accounts and Contracts, prosecute any action or proceeding with respect to Accounts and Contracts, extend the time of payment of Accounts and Contracts, make allowances and adjustments with respect to Accounts and Contracts and issue credits against Accounts and Contracts, all in the name of Lender or Borrower, settle, compromise, extend, renew, release, terminate or discharge, in whole or in part, any Account or Contract, or deal with the same as Lender may deem advisable and require Borrower to open all mail only in the presence of a representative of Lender, who may take therefrom any remittance on any property. Lender may instruct any holder of any of the Deposit Accounts to pay the balance of such Deposit Accounts to or for the benefit of Lender. Lender may exercise any rights Lender may have under any control agreement relating to the Collateral. Lender may exercise, in addition to all other rights which it has under this Agreement or other Applicable Law, all of the rights and remedies of a secured party upon default under the UCC. Borrower shall pay Lender on demand all expenses, including legal expenses and reasonable attorneys' fees, incurred or paid by Lender in protecting or enforcing the Loans and all other Obligations secured by this Agreement, including its right to take possession of the Collateral.

2.6 Remedies Not Exclusive. No remedy conferred upon Lender in this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or now or hereafter existing in law or in equity. Lender's exercise or failure to exercise any right shall not affect Lender's subsequent right of Lender to exercise its remedies.

2.7 Waiver of Notice. Borrower waives notice prior to Lender's taking possession or control of any of the Collateral or any bond or security that might be required by any court prior to allowing Lender to exercise any of Lender's remedies, including, without limitation, the issuance of an immediate writ of possession.

2.8 Application of Proceeds. Borrower agrees that Lender may apply the net proceeds received from the Collateral among the Loans and the Obligations in its sole discretion. Any proceeds remaining after satisfaction in full of the Loans, the Obligations, and the other obligations and liabilities of Borrower to Lender, shall be distributed as required by Applicable Laws.

2.9 Attorney-in-Fact. Borrower hereby irrevocably designates, makes, constitutes and appoints Lender (and all Persons designated by Lender) as Borrower's true and lawful attorney and agent-in-fact, said power to be exercisable by Lender whether or not an Event of Default exists, and Lender, or Lender's agent, may, without notice to Borrower and in either Borrower's or Lender's name, but at the cost and expense of Borrower: (i) endorse Borrower's name on any checks, notes, acceptances, drafts, money orders or any other evidence of payment or proceeds of the Collateral which come into the possession of Lender or under Lender's control; (ii) demand payment or performance of the Accounts from the Account Debtors, enforce payment of the Accounts by legal proceedings or otherwise, and generally exercise all of Borrower's rights and remedies with respect to the collection of the Accounts; (iii) settle, adjust, compromise, discharge or release any of the Accounts or other Collateral; (iv) sell or collect any of the Accounts or other Collateral upon such terms, and for such amounts and as Lender deems advisable; (v) take possession, in any manner, of any item of payment or proceeds relating to any Collateral and apply the same to the Obligations; (vi) prepare, file and sign Borrower's name to a proof of claim in bankruptcy or similar document against any Account Debtor or to any notice of lien, assignment or satisfaction of lien or similar document in connection with any of the Collateral; (vii) receive, open and dispose of all mail addressed to Borrower and to notify postal authorities to change the address for delivery that mail to any address designated by Lender; (viii) endorse the name of Borrower upon any of the items of payment or proceeds relating to any Collateral and deposit the same to the account of Lender or any other bank on account of the Obligations; (ix) sign, authenticate or endorse the name of Borrower upon any chattel paper (tangible or electronic), document, instrument, invoice, freight bill, bill of lading or similar document or agreement relating to the Accounts, Inventory and any other Collateral; (x) use Borrower's stationery and sign the name of Borrower to verifications of the Accounts and notices to Account Debtors; (xi) use the information recorded on or contained in any data processing equipment and computer hardware and software relating to the Accounts, Inventory, and any other Collateral and to which Borrower has access; (xii) make and adjust claims under policies of insurance; and (xiii) give instructions and direct any bank or financial institution in which proceeds of the Collateral are deposited to turn over said proceeds to Lender; and (xiv) do all other acts and things necessary, in Lender's determination, to fulfill Borrower's obligations under this Agreement.

2.10 No Waiver. No waiver of any Event of Default, and no waiver of any default under any other Loan Document shall extend to or shall affect any subsequent or other then existing default or shall impair any of Lender's rights, remedies or powers. No delay or omission of Lender to exercise any right, remedy, power or privilege after the occurrence of such default or Event of Default shall be construed as a waiver of any such default.

2.11 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect any of the terms of this Agreement.

2.12 No Usury. In no event shall the amount of interest or fees due or payable on the Loans under this Agreement or the Notes exceed the Maximum Rate. In the event any such payment is inadvertently paid by Borrower or inadvertently received by Lender, such excess sum shall be credited as payment of principal, unless Borrower elects to have such excess sum refunded to Borrower. It is the express intent of the parties that Borrower not pay and

Lender not receive, directly or indirectly, interest in excess of that which may be legally paid by Borrower under Applicable Law.

2.13 Addresses. Any notice or demand which by any provision of this Agreement is required or provided to be given shall be deemed to have been sufficiently given or served for all purposes by (i) being delivered in person to the party to whom the notice or demand is directed or (ii) by being sent as first class mail, postage prepaid, or by express courier service, in either event to the addresses for each party indicated in the first paragraph of this Agreement.

2.14 CONTROLLING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA; PROVIDED, HOWEVER, THAT IF ANY OF THE COLLATERAL SHALL BE LOCATED IN ANY JURISDICTION OTHER THAN ALABAMA, THE LAWS OF SUCH JURISDICTION SHALL GOVERN THE METHOD, MANNER AND PROCEDURE FOR FORECLOSURE OF LENDER'S LIEN UPON SUCH COLLATERAL AND THE ENFORCEMENT OF LENDER'S OTHER REMEDIES IN RESPECT OF SUCH COLLATERAL TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTION ARE DIFFERENT FROM OR INCONSISTENT WITH THE LAWS OF ALABAMA. BORROWER CONSENTS THAT ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR UNDER ANY LOAN DOCUMENT MAY BE BROUGHT, AT THE ELECTION OF LENDER, IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA, OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA AND ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING.

2.15 Miscellaneous. This Agreement and the instruments and agreements referred to in this Agreement or called for by this Agreement supersede and incorporate all representations, promises, and statements, oral or written, made by Lender in connection with the Loans. This Agreement may not be varied, altered, or amended except by a written instrument executed by an authorized officer of Lender. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. Any provision in this Agreement which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provisions of this Agreement.

2.16 No Obligation to Pursue Others. Borrower agrees that Lender has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Lender may release, modify or waive any Collateral provided by any other person to secure any of the Obligations, all without affecting Lender's rights against Borrower. Borrower waives any right it may have to require Lender to pursue any other person for any of the Obligations, and that each of the Obligations may be enforced against Borrower without the necessity of joining any Guarantor, any other holders of Liens in any Collateral or any other person, as a party.

2.17 Compliance with Other Laws. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

2.18 Warranties of Title. Lender may in its sole discretion disclaim any warranties of title or the like in the sale or other disposition of the Collateral. Such disclaimer will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

2.19 WAIVER OF RIGHT TO TRIAL BY JURY. BORROWER AND LENDER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AGREEMENT, THE NOTES, THE LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT, THE NOTES, THE LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH THE TRANSACTIONS RELATED TO THIS AGREEMENT OR CONTEMPLATED BY THIS AGREEMENT OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AND LENDER AGREE THAT EITHER OR BOTH OF THEM MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[No Further Text on this Page]

IN WITNESS WHEREOF, each of Borrower and Lender has caused this instrument to be executed by its duly authorized officer and Borrower has caused its seal to be affixed as of the date first above written.

BORROWER:

MARITIME COMMUNICATIONS/LAND MOBILE,LLC
a Delaware limited liability company
By SRJW, L.P. Managing Member
By Communications Investments, G.P.

By: _____

Name: Sandra DePriest

Its: President

Attest: _____

LENDER:

WATSON AND DOWNS INVESTMENTS, LLC
an Alabama limited liability company

By: _____

Name: _____

Its: _____

Attest:

_____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Brian Belsito 3027449024

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

HYLIND SEARCH COMPANY, INC.

304 SOUTH STATE STREET

DOVER DE 19901

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:36 AM 08/18/2008
INITIAL FILING # 2008 2806329

SRV: 080878819

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
MARITIME COMMUNICATIONS/LAND MOBILE LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6200 HIGHWAY 62 EAST, BLDG 2501 SUITE 275	JEFFERSONVILLE	IN	47130	US

1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
LTD LIABILITY COMPANY	DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
HOLLIS	ROBERT	H.	III

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
116 LOFTIN ROAD	DOTHAN	AL	36303	US

4. This FINANCING STATEMENT covers the following collateral:

All of the Debtor's assets, wherever located, and whether now owned or hereafter acquired, including all proceeds of same.

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA