

Project Completion Certificate

I, Marty Tindel [Print Name] certify on behalf of Motorola that the PassPort system located at Independent Hill [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith [Print Name] certify on behalf of Mobex that the PassPort system located at Independent Hill [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola*.

For Motorola:

M Tindel
[Signed Name]

3-5-04
[Date]

For Mobex:

Tim Smith
[Signed Name]

5/12/04
[Date]

*This system requires a few additional tasks. Namely, the following measurements are outstanding: output power from the combiner, receiver desense, and reflected power. Also, the squelch level must be set. These tasks will be performed and completed as soon as possible.

Project Completion Certificate

I, Marty Tindel [Print Name] certify on behalf of Motorola that the PassPort system located at Independent Hill [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith [Print Name] certify on behalf of Mobex that the PassPort system located at Independent Hill [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola.

For Motorola:

M Tindel
[Signed Name]

3-5-04
[Date]

For Mobex:

Tim Smith
[Signed Name]

5/12/04
[Date]

Project Completion Certificate

I, Marty Tindel [Print Name] certify on behalf of Motorola that the PassPort system located at Frederick [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith [Print Name] certify on behalf of Mobex that the PassPort system located at Frederick [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola.

For Motorola:

M Tindel
[Signed Name]

3-5-04
[Date]

For Mobex:

Tim Smith
[Signed Name]

5/12/04
[Date]

Project Completion Certificate

I, Marty Tindel [Print Name] certify on behalf of Motorola that the PassPort system located at Bethesda [System Location(s)] has been installed , optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith [Print Name] certify on behalf of Mobex that the PassPort system located at Bethesda [System Location(s)] has been installed , optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola.

For Motorola:

For Mobex:

M Tindel
[Signed Name]

Tim Smith
[Signed Name]

3-5-04
[Date]

5/12/04
[Date]

Project Completion Certificate

I, Marty Tindel
[Print Name] certify on behalf of Motorola that the PassPort system located at Concordville
[System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith
[Print Name] certify on behalf of Mobex that the PassPort system located at Concordville
[System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola.

For Motorola:

M. Tindel
[Signed Name]

3-5-04
[Date]

For Mobex:

Tim Smith
[Signed Name]

5/12/04
[Date]

Project Completion Certificate

I, Marty Tindel [Print Name] certify on behalf of Motorola that the PassPort system located at Exchange Place [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith [Print Name] certify on behalf of Mobex that the PassPort system located at Exchange Place [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola.

For Motorola:

M Tindel
[Signed Name]

3-5-04
[Date]

For Mobex:

Tim Smith
[Signed Name]

5/12/04
[Date]

Project Completion Certificate

I, Marty Tindel [Print Name] certify on behalf of Motorola that the PassPort system located at Dix Hills [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith [Print Name] certify on behalf of Mobex that the PassPort system located at Dix Hills [System Location(s)] has been installed, optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola.

For Motorola:

M Tindel
[Signed Name]

3-5-04
[Date]

For Mobex:

Tim Smith
[Signed Name]

5/12/04
[Date]

Project Completion Certificate

I, Marty Tindel
[Print Name] certify on behalf of Motorola that the PassPort system located at Vahalla
[System Location(s)] has been installed , optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith
[Print Name] certify on behalf of Mobex that the PassPort system located at Vahalla
[System Location(s)] has been installed , optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola.

For Motorola:

M Tindel
[Signed Name]

3-5-04
[Date]

For Mobex:

Tim Smith
[Signed Name]

5/12/04
[Date]

Project Completion Certificate

I, Marty Tindel [Print Name] certify on behalf of Motorola that the PassPort system located at Verona [System Location(s)] has been installed , optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below, I am turning the system over to Mobex.

I, Tim Smith [Print Name] certify on behalf of Mobex that the PassPort system located at Verona [System Location(s)] has been installed , optimized, and tested in accordance with all Motorola procedures and contractual obligations. By signing below I am accepting the system from Motorola.

For Motorola:

 M Tindel
[Signed Name]

 3-5-04
[Date]

For Mobex:

 Tim Smith
[Signed Name]

 5/2/04
[Date]

MANAGEMENT AGREEMENT

December **THIS MANAGEMENT AGREEMENT** (the "Agreement") is entered into as of the 30th day of December, 2002 (Effective Date), by and between Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), and Mobex Network Services, LLC ("License Holder") a Delaware Corporation.

WHEREAS, Motorola is in the business of designing, building, installing, and optimizing wireless communications systems; and

WHEREAS, the Federal Communications Commission ("FCC") has issued to License Holder a license to use and operate communications equipment in certain frequency bands; and

WHEREAS, License Holder desires for Motorola to design, build, install, and optimize wireless communications Systems that will function in the frequencies listed on the FCC licenses set forth in Exhibit A, allowing License Holder to activate users on to such Systems; and

WHEREAS, License Holder desires to operate, maintain and otherwise manage such Systems in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

1.1 "Acceptance Tests" means those tests described in the Functional Acceptance Test Plan a copy of which is attached here to as Exhibit D.

1.2 "Beneficial Use" means License Holder's use of the System or a Subsystem for operational purposes (excluding training or testing).

1.3 "Equipment" means the hardware and Software listed in the Equipment List attached hereto as Exhibit C and as specifically described in Exhibit B.

1.4 "Exhibits" means the documents attached hereto and incorporated by this reference, as may be amended from time to time by agreement of the parties. Exhibits include without limitation the following:

Exhibit A	FCC Licenses A-1 Spectrum Management Plan - Greater Chicago Area
Exhibit B	Scope of Work B-1 Greater Chicago Area
Exhibit C	Equipment List
Exhibit D	Functional Acceptance Test Plan D-1 Greater Chicago Area

Exhibit E	Project Schedule E-1 Greater Chicago Area
Exhibit F	Schedule of Payments
Exhibit G	Distribution G-1 Greater Chicago Area
Exhibit H	Responsibility Matrix H-1 Greater Chicago Area
Exhibit I	Maintenance and Operation Responsibilities I-1 Greater Chicago Area

When an Exhibit is referenced throughout this Agreement by its respective letter (ie: Exhibit A, Exhibit B, etc.), such reference shall include all attached Exhibits containing that same letter (ie: Exhibit A-1, Exhibit A-2, etc.) unless specifically stated otherwise.

1.5 "Motorola Dealer" means a Motorola authorized dealer that sells Equipment for use on the System.

1.6 "Project Schedule" means the schedule of Services to be performed pursuant to this Agreement attached hereto as Exhibit E.

1.7 "Project Completion" means the time at which the Acceptance Tests have been successfully completed.

1.8 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

1.9 "Services" means the designing, building, installation, testing and optimization of the Equipment pursuant to this Agreement.

1.10 "Software" means any software in object code format that is furnished with the System or Equipment.

1.11 "Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Scope of Work.

1.12 "System" means the Equipment and Services combined together, as more fully described in the Scope of Work.

1.13 "Term" shall mean the period from the Effective Date until the fifth (5th) anniversary with an automatic renewal of two (2) years, unless extended in writing, signed by both parties or sooner terminated, as set forth herein.

2. SCOPE OF AGREEMENT AND TERM

2.1 Scope of Work. Motorola will design and build the System and the parties will jointly install, test, and optimize the System as set forth herein. License Holder will operate the System and maintain the Equipment, as set forth herein. Motorola and License Holder agree that the Scope of Work attached hereto as Exhibit B fully and completely sets forth the scope of the Services to be performed by Motorola and by License Holder, respectively.

2.2 Equipment. Motorola agrees that it will make available to License Holder Equipment for use on the System pursuant to the terms and conditions of this Agreement.

2.3 Project Schedule. Motorola and License Holder agree to perform their respective responsibilities in accordance with the Project Schedule. By executing this Agreement, License Holder authorizes Motorola to proceed with performance of this Agreement. No notice to proceed, purchase order, authorization or resolution, or other action is required for Motorola to commence performance under this Agreement.

2.4 Maintenance. During the Term, License Holder will be responsible for maintaining the System consistent with the standards set forth in Exhibit I. License Holder will arrange and be responsible for any necessary repair of the Equipment or other required service through an authorized Motorola service repair center as set forth in Exhibit I. Notwithstanding the foregoing, Motorola shall be responsible for certain repairs, replacement or maintenance of the Equipment during the warranty period, as set forth herein. License Holder may purchase additional maintenance services for the Equipment if necessary and available, by entering into the appropriate separate agreement(s) with Motorola.

2.5 Management of System. License Holder shall perform its obligations set forth herein, including but not limited to obligations that require interaction with the System users, in a professional and workmanlike manner, in accordance with the highest industry standards. License Holder acknowledges that user satisfaction is critical to the success of the business opportunity contemplated in this Agreement and agrees to use its best efforts to achieve and maintain user satisfaction.

2.6 Training. Motorola, at License Holder's request, will permit three (3) of License Holder's employees to attend a free training session at Motorola's facility in Schaumburg, Illinois. License Holder will pay its own travel, lodging and related expenses to attend such training session. Additionally, License Holder, its employees, and, upon Motorola prior approval, its agents may attend additional relevant training sessions at License Holder's expense. Motorola will provide a schedule of available training sessions upon License Holder's request.

2.7 Substitutions. Motorola reserves the right to substitute any Equipment or Services to be provided by Motorola hereunder provided that such substitutions result in no additional cost to License Holder and meet the specifications set out in the Scope of Work.

2.8 Title and Risk of Loss.

(a) This Agreement is not an agreement for the purchase of Equipment or any other property. Notwithstanding anything to the contrary contained herein: (i) all Equipment is and shall remain the sole property of Motorola, and title thereto shall not pass to License Holder unless the parties execute a separate, written agreement for the sale of such Equipment to License Holder.

(b) Risk of loss shall remain with Motorola, holder of title.

(c) During the initial or any extended term of this Agreement, License Holder shall maintain insurance in amounts and limits as defined below. Such insurance shall be secured and maintained with a licensed insurance company, with a Best rating of A-VII or higher. License Holder shall

furnish certificates of such insurance to Motorola, prior to the commencement of this Agreement, and certificates of renewal as necessary to demonstrate maintenance of such insurance for the term of License Holder's performance under the Agreement. All insurance shall provide that a minimum of thirty (30) days written notice of cancellation be given to Motorola. Such insurance shall include the following:

(i) Commercial General Liability Insurance, including contractual liability, in an amount not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage specifically covering the liability of License Holder under this Agreement.

(ii) Worker's Compensation Insurance with limits as required by the laws of all states wherein the work is to be performed and employer's liability coverage of at least five hundred thousand dollars (\$500,000) per accident and including a waiver of subrogation in favor of Motorola, Inc.

(d) The parties acknowledge that, in the event of loss or damage to the Equipment, a per occurrence deductible will be required under Motorola's insurance coverage. Motorola will pay the first five thousand dollars (\$5,000.00) of such deductible. Motorola and License Holder will equally share the remainder of any such deductible.

2.9 Software. Nothing in this Agreement shall be deemed to convey or otherwise transfer any Software or other rights to intellectual property.

2.10 License Grants. Motorola grants to License Holder a non-transferable, non-exclusive license to use the Equipment for the purpose of activating users on the System, and maintaining and operating the System. This license granted herein is not sub-licensable without the prior written consent of Motorola.

3. PAYMENTS

3.1 Payment to Motorola. License Holder will pay Motorola for each user that is activated on the System in accordance with the terms set forth in Exhibit F.

3.2 Motorola Dealer Compensation. License Holder will compensate Motorola Dealers for each user that is activated on the System.

3.3 Audit Rights. License Holder shall grant Motorola the right, upon reasonable notice and at reasonable times, to audit License Holder's facilities and records for purposes of verifying compliance with the terms set forth in this Agreement. License Holder agrees to assist Motorola in any such audit, as reasonably requested by Motorola at no charge. If the results of the audit indicate that License Holder has underpaid Motorola, License Holder will immediately issue payment to Motorola for such underpayment. If the results indicate that License Holder has underpaid Motorola by five percent (5%) or greater, License Holder will further reimburse Motorola for expenses related to conducting the audit.

4. SITES AND SITE CONDITIONS

4.1 Lease of Sites. During the Term, License Holder shall, at its sole cost and expense: (i) provide all real property, transmission towers, and tower and building space necessary or appropriate for installation of the Equipment as set forth in the Scope of Work. Any acquisition cost, rent, tax, maintenance, repair, replacement or other cost, expense or obligation for such towers and sites are the sole responsibility of License Holder; (ii) to the extent applicable and unless specified otherwise in the Scope of Work, obtain any required construction and building permits, zoning variances, licenses, and the like; and (iii) provide access to the sites identified in the Scope of Work, as reasonably requested by Motorola so that it may perform its duties in accordance herewith. Motorola and License Holder will cooperate to identify and investigate the conditions of potential sites and to ultimately make a site selection.

4.2 Site Conditions. During the Term, License Holder shall ensure that all sites it provides will be safe, secure, and in compliance with all applicable industry, environmental, zoning, and OSHA standards, including Motorola's R-56 site standards. To the extent applicable and unless specified otherwise in the Scope of Work (and in which case such provisions will control), License Holder will ensure that these sites will have: (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities; and site grounding. Before installing the Equipment at a site, Motorola will inspect the site and advise License Holder of any apparent deficiency or non-conformity with the requirements of this section. Such inspection, however, does not relieve License Holder of its obligations under this section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

4.3 Site Issues. If Motorola or License Holder determines any of the sites identified in the Scope of Work are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Scope of Work, Motorola and License Holder will cooperate to investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If such change in sites or adjustment to the installation plans and specifications causes a change in the time to perform, Motorola shall revise the Project Schedule as appropriate.

4.4 Access. Motorola shall have unlimited physical and remote communication access to the System.

4.5 Site Lease. License Holder will provide a copy of any applicable lease Agreement between License Holder and site owner to Motorola upon Motorola's request.

5. SYSTEM ACCEPTANCE

5.1 Commencement of Acceptance Tests. Motorola will provide notice to License Holder at least ten (10) days prior to commencing Acceptance Tests. Acceptance Testing will occur only in accordance with the Functional Acceptance Test Plan. Acceptance Tests will be conducted at each site and upon Project Completion, as described below, a Project Completion Certificate will be executed by the parties for each site.

5.2 Project Completion. When Project Completion occurs, the parties will memorialize this event by promptly executing a Project Completion Certificate in the form included in Exhibit D. If the Functional Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, completion of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute a completion certificate for the Subsystem or phase. After completion of the Acceptance Tests, if License Holder believes that the System fails any of the Acceptance Tests, License Holder will provide to Motorola a written notice that includes the specific details of such failure. If License Holder fails to provide to Motorola such notice within seven (7) days after completion of the Acceptance Tests, Project Completion will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone Project Completion or Subsystem completion, but will be corrected according to a mutually agreed schedule.

5.3 Beneficial Use. License Holder acknowledges that Motorola's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if License Holder begins using the System before Project Completion. Therefore, License Holder may not commence Beneficial Use before Project Completion without Motorola's prior written authorization, which Motorola will not

unreasonably withhold. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use.

6. REPRESENTATIONS AND WARRANTIES

6.1 Authority. Each party represents and warrants to the other that: (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties hereunder; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms, subject to bankruptcy, insolvency, receivership and similar laws; and (iv) the execution, delivery, and performance of this Agreement do not violate any agreement, bylaw, charter, regulation, law or any other governing authority of the party.

6.2 System Functionality. Motorola represents that the System will perform consistently with the design and functionality specifications contained in the Scope of Work in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation shall be deemed fulfilled. Motorola is not responsible for System performance deficiencies that are caused by reasons beyond Motorola's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) Force Majeure; or (v) any acts of parties who are beyond Motorola's control, including without limitation third parties contracting with License Holder for the provision of Services.

6.3 Equipment Warranty.

(a) **Warranty.** For one (1) year from the date of System or Subsystem Acceptance or Beneficial Use, whichever occurs first, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within License Holder's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

(b) **Exclusions to Warranties.** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by License Holder's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (ix) freight costs to ship Equipment to the repair depot; (x) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (xi) normal or customary wear and tear.

(c) **Warranty Claims.** Before the expiration of the warranty period, License Holder must notify Motorola in writing if Equipment does not conform to these warranties. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to License Holder) repair the defective hardware and use reasonable efforts to remedy defective Software or replace it with the same or equivalent product. In the event Motorola, in its sole discretion, determines that neither of the foregoing options are commercially reasonable and the defect interrupts use of the System or Subsystem, Motorola will release License Holder of its obligation to make payments to Motorola, as required in Exhibit F, for the affected site from the date of interruption until Motorola identifies a commercially reasonable remedy for the defect. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice License Holder for responding to the claim on a time and materials basis using Motorola's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

6.4 DISCLAIMER OF OTHER WARRANTIES. THE WARRANTIES GIVEN BY OR UNDER THIS AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SYSTEM PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.5 FCC Licenses. License Holder represents and warrants that it (i) is the duly authorized License Holder of the Licenses shown on Exhibit A hereto and is duly qualified under all laws, rules and regulations to hold such licenses, (ii) is the sole owner and real-party-in-interest of the Licenses and that no other party has an interest of any kind in such Licenses, (iii) has the requisite authority and/or capacity, as applicable, to perform its undertakings pursuant to this Agreement, (iv) is familiar with the applicable rules and regulations of the FCC, including without limitation those requiring that a License Holder retain control of its licenses, (v) is aware of no impediment to the performance of its undertakings hereunder, and (vi) shall maintain the Licenses in full force and effect during the Term.

7. DELAYS

7.1 Excusable Delays. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, wars, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will extend the Project Schedule by written agreement, for a time period that is reasonable under the circumstances.

7.2 Project Schedule Delays Caused By License Holder. If the Project Schedule is delayed because of License Holder (including any of its other contractors), (i) the parties will extend the Project Schedule by written agreement and, (ii) if requested by Motorola, License Holder shall compensate Motorola for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

7.3 Project Schedule Delays Caused By Motorola. If the Project Schedule is delayed because of Motorola (including any of its other contractors), (i) the parties will extend the Project Schedule by written agreement and, (ii) if requested by License Holder, Motorola shall compensate License Holder for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by License Holders or its subcontractors for additional freight, warehousing and handling of Equipment; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

8. DISPUTES

8.1 Settlement Preferred. Motorola and License Holder will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated in Illinois, or such other place as the parties jointly agree, by a mediator chosen jointly by Motorola and License Holder within thirty (30) days after notice by one of the parties demanding non-binding mediation. Motorola and License Holder will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some

specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

8.2 Litigation. Any claim relating to intellectual property and any dispute that cannot be resolved between the parties through negotiation or mediation within sixty (60) days after the date of the initial demand for non-binding mediation as described above in Section 9.1 shall then be submitted by either party to a court of competent jurisdiction in the federal courts of the Northern District of Illinois, if such court has jurisdiction. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the sixty (60) day ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, suppliers, or subcontractors.

9. DEFAULT AND TERMINATION

9.1 Mutual Agreement. The parties may mutually agree in writing to terminate this Agreement at any time.

9.2 Unilateral Termination. If after two (2) years from deployment of the System, the number of units loaded on the System is below fifty (50) units per channel based on channels in service for nine (9) months, either party may choose to terminate the Agreement.

9.3 Default By Motorola. If Motorola fails to achieve Project Completion in accordance with this Agreement or otherwise breaches a material obligation under this Agreement, License Holder may consider Motorola to be in default, unless License Holder or a Force Majeure causes such failure. If License Holder asserts a default, it will give Motorola detailed written notice thereof. Motorola will have thirty (30) days thereafter (i) to dispute the assertion, (ii) cure the default, or (iii) provide a written plan to cure the default that is reasonably acceptable to License Holder. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of License Holder's approval of such plan.

9.4 Default By License Holder If License Holder fails to secure the site, pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, or otherwise breaches a material obligation under this Agreement, Motorola may consider License Holder to be in default, unless Motorola or a Force Majeure causes such failure. If Motorola asserts a default, it will give License Holder detailed written notice thereof. License Holder will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure the default, or (iii) provide a written plan to cure the default that is reasonably acceptable to Motorola. If License Holder provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of such plan. Notwithstanding anything to the contrary set forth herein, License holder shall have ten (10) days from due date to cure a monetary default (and shall not be entitled to notice thereof), which obligation shall not be suspended under any circumstances, including Force Majeure.

9.5 Failure To Cure. If a defaulting party fails to cure the default as provided above in Sections 9.1 or 9.2, unless otherwise agreed in writing, the non-defaulting party may terminate this Agreement. In the event of such termination, the parties will promptly return any Confidential Information (as defined below) of the other party and Motorola will remove any Equipment located at the site, without any further obligation or liability except as specifically set forth in this Agreement. If termination is due to License Holder's failure to cure a breach of a material obligation, Motorola will invoice License Holder for any outstanding amounts.

9.6 Other Termination. Either party may terminate this Agreement upon written notice to the other party if:

(a) the direct or indirect ownership or control of the other party that exists on the Effective Date changes in any material manner adversely affecting the rights of the other party, including the acquisition or control by a competitor.

(b) either party ceases to conduct business in the normal course, becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, makes a general assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights.

(c) If the events described in sections (i) or (ii) above occur, the parties shall cooperate with each other to conduct an orderly termination of the Agreement, including return of each parties' Confidential Information, return of Equipment to Motorola, and payment of outstanding sums to Motorola.

9.7 Obligations Upon Termination. Notwithstanding Section 9.6 (c), upon termination of the Agreement for any of the reasons set forth in this section, the parties will continue to perform their respective obligations, as set forth in this Agreement, for the purpose of supporting end-users loaded on the System at the time of termination of the Agreement. More specifically, Motorola will leave sufficient Equipment in place and License Holder will provide service for the operation of sufficient units per channel to support such end-users.

10. INDEMNIFICATION

10.1 Indemnity by Motorola. Motorola will indemnify and hold License Holder harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against License Holder to the extent it is caused by the gross negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that License Holder gives Motorola prompt, written notice of any such claim or suit. License Holder shall cooperate with Motorola in its defense or settlement of any such claim or suit. This section sets forth the full extent of Motorola's indemnification of License Holder from liabilities that are in any way related to Motorola's performance under this Agreement.

10.2 Indemnity by License Holder. License Holder will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the gross negligence of License Holder, its other contractors, or their employees or agents, while performing their duties under this Agreement, provided that Motorola gives License Holder prompt, written notice of any such claim or suit. Motorola shall cooperate with License Holder in its defense or settlement of such claim or suit. This section sets forth the full extent of License Holder's indemnification of Motorola from liabilities that are in any way related to License Holder's performance under this Agreement.

11. LIMITATION OF LIABILITY.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, USE OR SALE, IF APPLICABLE, OF THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT. Except for personal injury or death, each party's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law. Motorola's cumulative liability will not exceed the amounts paid in the month preceding the event giving rise to the claim. This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement and will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

12. CONFIDENTIALITY AND PROPRIETARY RIGHTS

12.1 Confidential Information.

(a) During the Term, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, confidential information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

(b) Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees or agents who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

12.2 Preservation of Motorola's Proprietary Rights.

(a) Motorola owns and retains all of its Proprietary Rights in the Equipment. Any third party manufacturer of Equipment or copyright owner of any Software owns and retains all of their Proprietary Rights in such Equipment, including Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to License Holder the Equipment or Services remain vested exclusively in Motorola, and this Agreement does not grant to License Holder any shared development rights of intellectual property. None of Motorola's obligations under this Agreement shall be construed as a "work made for hire."

(b) Nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. License Holder agrees not to modify, disassemble, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export any Software, or permit or encourage any third party to do so.

13. GENERAL

13.1 Taxes. The charges made by License Holder to Motorola are inclusive of all applicable state or local sales and use taxes. Such charges shall be specifically listed on an invoice from Motorola to License Holder and shall be billed as appropriate to comply with all applicable laws and regulations.

13.2 Assignability. Neither party may assign this Agreement without the prior written consent of the other party, however such consent will not be unreasonably withheld. Notwithstanding, Motorola may

assign this Agreement to any of its affiliates, Motorola Dealers or distributors and/or Motorola may assign its right to receive payment without the prior consent of License Holder.

13.3 Subcontracting. Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

13.4 Waiver. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

13.5 Severability. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

13.6 Independent Contractors. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

13.7 Construction. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement was drafted and negotiated by both parties hereto and no ambiguity will be construed against either party under any rule of construction or otherwise.

13.8 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

13.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any License Holder purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

13.10 Notices. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized national courier service), or by facsimile with correct answerback received, and shall be effective upon receipt:

Motorola, Inc.
Attn: Ken Notter – MCEI Vice President

License Holder
Attn: John Smith – Vice President and COO

Motorola, Inc.
1313 East Algonquin Road IL23
Schaumburg, Illinois 60196

Mobex Network Services, LLC
453 East Park Place
Jeffersonville, Indiana 47130

fax: 847-435-0955

fax: 812-288-0574

13.11 Compliance With Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. License Holder will obtain and comply with all Federal Communications Commission licenses and

authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Neither Motorola nor any of its employees is an agent or representative of License Holder in such matters.

13.12 Survival of Terms. The following provisions shall survive the expiration or any termination of this Agreement: Section 8 (Disputes); Section 10 (Indemnification); Section 11 (Limitation of Liability); and Section 12 (Confidentiality and Proprietary Rights).

13.13 Good Faith and Fair Dealings. The parties agree to perform their respective obligations in good faith and in the spirit of mutual cooperation in order to fulfill the purpose of this Agreement.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement as of the date listed on the first page hereof.

Motorola, Inc.

By: Ellen O'Hara

Name: Ellen O'hara

Title: Vice President and General Manager
Radio Products Division

Date: 20 December, 2002

License Holder

By: [Signature]

Name: John Reardon

Title: President + CEO

Date: 12/30/02

DC

**AMENDMENT NUMBER TWO TO THE MANAGEMENT AGREEMENT
BETWEEN MOTOROLA, INC. AND MOBEX NETWORK SERVICES, LLC.**

This Amendment to the Management Agreement of December 30, 2002, ("Agreement") is entered into between Motorola, Inc., a Delaware corporation, by and through its Commercial, Government, & Industrial Solutions Sector ("Motorola") and Mobex Network Services, LLC., a Delaware corporation.

RECITALS

WHEREAS, the parties desire to design, build, install, and optimize wireless communications Systems in the Baltimore/Washington D.C. area; and

WHEREAS, this Amendment is executed pursuant to Section 13.9 of the Agreement which requires modifications to the terms of the Agreement to be in writing and signed by authorized representatives of the parties.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

Section 1.4 is amended to include the following Exhibits attached hereto and incorporated herein:

- A-3 FCC Licenses: Spectrum Management Plan – Baltimore/Washington D.C. area ✓
- B-3 Scope of Work: Baltimore/Washington D.C. area
- D-3 Functional Acceptance Test Plan: Baltimore/Washington D.C. area
- E-3 Project Schedule: Baltimore/Washington D.C. area
- G-3 Distribution: Baltimore/Washington D.C. area
- H-3 Responsibility Matrix: Baltimore/Washington D.C. area
- I-3 Maintenance and Operation Responsibilities: Baltimore/Washington D.C. area

Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the dates set forth below with an effective date of 9/23/03, 2003.

**MOTOROLA INC.
COMMERCIAL, GOVERNMENT, AND
INDUSTRIAL SOLUTIONS SECTOR**

By: [Signature]
(Signature)

Name: John Piombroeck
(Print - Block Letters)

Title: MCEI Vice President & Director
(Print - Block Letters)

Date: 11-14-03

MOBEX NETWORK SERVICES, LLC

By: [Signature]
(Signature)

Name: John Reardon
(Print - Block Letters)

Title: President + CEO
(Print - Block Letters)

Date: 9/23/03

NY

**AMENDMENT NUMBER ONE TO THE MANAGEMENT AGREEMENT
BETWEEN MOTOROLA, INC. AND MOBEX NETWORK SERVICES, LLC.**

This Amendment to the Management Agreement dated December 30, 2002, ("Agreement") is entered into between Motorola, Inc., a Delaware corporation, by and through its Commercial, Government, & Industrial Solutions Sector ("Motorola") and Mobex Network Services, LLC., a Delaware corporation.

RECITALS

WHEREAS, the parties desire to design, build, install, and optimize wireless communications Systems in the greater New York City area; and

WHEREAS, this Amendment is executed pursuant to Section 13.9 of the Agreement which requires modifications to the terms of the Agreement to be in writing and signed by authorized representatives of the parties.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

Section 1.4 is amended to include the following Exhibits attached hereto and incorporated herein:

- A-2 FCC Licenses: Spectrum Management Plan – Greater New York City area
- B-2 Scope of Work: Greater New York City area
- D-2 Functional Acceptance Test Plan: Greater New York City area
- E-2 Project Schedule: Greater New York City area
- G-2 Distribution: Greater New York City area
- H-2 Responsibility Matrix: Greater New York City area
- I-2 Maintenance and Operation Responsibilities: Greater New York City area

Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the dates set forth below with an effective date of March 11, 2003.

**MOTOROLA INC.
COMMERCIAL, GOVERNMENT, AND
INDUSTRIAL SOLUTIONS SECTOR**

MOBEX NETWORK SERVICES, LLC

By: Ellen O'Hara
(Signature)

By: John Reardon
(Signature)

Name: Ellen O'Hara
(Print - Block Letters)

Name: John Reardon
(Print - Block Letters)

Title: VP and GM, RPD
(Print - Block Letters)

Title: President + CEO
(Print - Block Letters)

Date: March 14, 2003

Date: 3/11/03

**AMENDMENT NUMBER THREE TO THE MANAGEMENT AGREEMENT
BETWEEN MOTOROLA, INC. AND MOBEX NETWORK SERVICES, LLC.**

This Amendment to the Management Agreement of December 30, 2002, ("Agreement") is entered into between Motorola, Inc., a Delaware corporation, by and through its Commercial, Government, & Industrial Solutions Sector ("Motorola") and Mobex Network Services, LLC., a Delaware corporation.

RECITALS

WHEREAS, the parties desire to design, build, install, and optimize wireless communications Systems in the Philadelphia area; and

WHEREAS, this Amendment is executed pursuant to Section 13.9 of the Agreement which requires modifications to the terms of the Agreement to be in writing and signed by authorized representatives of the parties.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

Section 1.4 is amended to include the following Exhibits attached hereto and incorporated herein:

- A-4 FCC Licenses: Spectrum Management Plan – Philadelphia area ✓
- B-4 Scope of Work: Philadelphia area
- D-4 Functional Acceptance Test Plan: Philadelphia area
- E-4 Project Schedule: Philadelphia area
- G-4 Distribution: Philadelphia area
- H-4 Responsibility Matrix: Philadelphia area
- I-4 Maintenance and Operation Responsibilities: Philadelphia area

Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the dates set forth below with an effective date of 9/23/03, 2003.

**MOTOROLA INC.
COMMERCIAL, GOVERNMENT, AND
INDUSTRIAL SOLUTIONS SECTOR**

MOBEX NETWORK SERVICES, LLC

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name: John Piumbroek
(Print - Block Letters)

Name: John P. [Signature]
(Print - Block Letters)

Title: MCEI Vice President & Director
(Print - Block Letters)

Title: President + CEO
(Print - Block Letters)

Date: 11-14-03

Date: 9/23/03

All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits.

Phoenix	OR	KAE889-12	09/07/2014	42-17-54	122-44-59
Portland	OR	KAE889-13	09/07/2014	45-29-20	122-41-40
Corona	CA	KAE889-14	09/07/2014	33-42-39	117-32-01
Orcas Island	WA	KAE889-20	09/07/2014	48-40-45	122-50-31
Eugene	OR	KAE889-22	09/07/2014	44-11-51	122-59-08
Salinas	CA	KAE889-26	09/07/2014	36-32-06	121-37-09
San Rafael	CA	KAE889-27	09/07/2014	37-55-44	122-35-11
Walnut Creek	CA	KAE889-28	09/07/2014	37-52-54	121-55-05
Camas	WA	KAE889-3	09/07/2014	45-40-33	122-22-33
Bremerton	WA	KAE889-30	09/07/2014	47-32-51	122-46-59
Los Gatos	CA	KAE889-33	09/07/2014	37-06-39	121-50-31
Olympia	WA	KAE889-34	09/07/2014	46-58-22	123-08-17
Modesto	CA	KAE889-37	09/07/2014	37-30-31	121-22-26
Coalinga	CA	KAE889-39	09/07/2014	36-18-14	120-24-07
Rainier	WA	KAE889-4	09/07/2014	46-03-18	122-55-06
Pine Valley	CA	KAE889-40	09/07/2014	32-52-39	116-24-54
Palmdale	CA	KAE889-44	09/07/2014	34-32-50	118-12-43
Woodburn	OR	KAE889-46	09/07/2014	45-07-52	122-17-28
Seattle	WA	KAE889-48	09/07/2014	47-30-14	121-58-32
Salem	OR	KAE889-6	09/07/2014	44-50-48	123-07-20
Bakersfield	CA	KAE889-8	09/07/2014	35-25-47	118-44-56
Charlevoix	MI	KCE278-1	07/14/2013	45-39-45	084-38-15
Rogers City	MI	KCE278-2	07/14/2013	45-23-53	083-55-19
Muskegon	MI	KPB531-1	07/14/2013	43-18-34	85-54-44
Michigan City	IN	KPB531-2	07/14/2013	41-40-7	86-48-

					21
Kenosha	WI	KPB531-3	07/14/2013	42-30-36	87-53-11
Milwaukee	WI	KPB531-4	07/14/2013	43-05-48	87-54-19
Lake Zurich	IL	KPB531-5	07/14/2013	42-14-10	88-03-54
Chicago	IL	KPB531-6	07/14/2013	41-53-56	87-37-23
Rochester	NY	KUF732-1	07/14/2013	43-08-07	077-35-02
Syracuse	NY	KUF732-2	07/14/2013	42-56-42	076-01-28
Toledo	OH	KUF732-3	07/14/2013	41-41-02	083-24-47
Detriot	MI	KUF732-4	07/14/2013	42-28-58	083-12-19
Buffalo	NY	KUF732-5	07/14/2013	43-01-48	078-55-15
Erie	PA	KUF732-6	07/14/2013	42-02-22	080-03-45
Cleveland	OH	KUF732-7	07/14/2013	41-22-45	081-43-12
Venice	LA	WHG693	12/10/2012	29-13-58	089-23-29
Fort Walton Beach	FL	WHG701	12/10/2012	30-23-25	086-12-16
Mobile	AL	WHG702	12/10/2012	30-30-01	088-09-53
Bay St. Louis	MS	WHG703	12/10/2012	30-26-42	089-18-08
Morgan City	LA	WHG705	12/10/2012	29-41-56	091-03-18
Intracoastal City	LA	WHG706	12/10/2012	29-50-56	092-12-45
Sabine Pass	TX	WHG707	12/10/2012	29-49-35	094-13-47
Texas City	TX	WHG708	12/10/2012	29-28-01	095-00-93
Sargent	TX	WHG709	12/10/2012	28-52-39	095-39-35
Corpus Christi	TX	WHG710	12/10/2012	27-56-38	097-07-54
Baffin Bay	TX	WHG711	12/10/2012	27-17-30	097-48-20
New Orleans	LA	WHG712	12/10/2012	29-56-42	090-10-30
Bayou Goula	LA	WHG713	12/10/2012	30-12-33	091-08-44
Oak Ridge	MS	WHG714	12/10/2012	32-28-47	090-42-45
Greenville	MS	WHG715	12/10/2012	33-18-33	091-02-00
Commerce	MS	WHG716	12/10/2012	34-51-	090-10-

				39	52
Hickman	TN	WHG717	12/10/2012	36-29-35	089-16-18
Bald Knob	IL	WHG718	12/10/2012	37-33-39	089-21-14
Waterloo	IL	WHG719	12/10/2012	38-16-13	090-14-41
Grafton	IL	WHG720	12/10/2012	39-00-13	090-29-58
Hannibal	MO	WHG721	12/10/2012	39-36-26	091-18-01
Adrian	IL	WHG722	12/10/2012	40-32-40	091-07-11
Reynolds	IL	WHG723	12/10/2012	41-19-45	090-39-37
Bryant	IA	WHG724	12/10/2012	42-02-04	090-20-19
Sherrill	IA	WHG725	12/10/2012	42-37-05	090-46-37
Midway	IL	WHG726	12/10/2012	37-14-36	088-36-05
Hebbardsville	KY	WHG727	12/10/2012	37-44-52	087-24-59
Lanesville	IN	WHG728	12/10/2012	38-11-33	085-55-58
Bedford	KY	WHG729	12/10/2012	38-36-23	085-20-02
Nicholson	KY	WHG730	12/10/2012	39-55-47	084-33-25
Neel	OH	WHG731	12/10/2012	38-46-23	083-38-55
Letitia	KY	WHG732	12/10/2012	38-36-10	083-03-41
Arabia	OH	WHG733	12/10/2012	38-38-27	082-24-37
Beardstown	IL	WHG734	12/10/2012	39-50-21	090-28-14
Peoria	IL	WHG735	12/10/2012	40-40-55	089-49-05
Ottawa	IL	WHG736	12/10/2012	41-10-33	089-02-18
Joliet	IL	WHG737	12/10/2012	41-36-39	088-00-33
Fords Ferry	KY	WHG738	12/10/2012	37-26-57	088-05-37
Union Star	KY	WHG739	12/10/2012	38-01-26	086-29-01
Bashan	OH	WHG740	12/10/2012	39-03-21	081-49-53
New Matamoras	OH	WHG741	12/10/2012	39-34-45	081-05-04
Lansing	IA	WHG742	12/10/2012	43-14-32	091-10-18
Ridgeway	MN	WHG743	12/10/2012	43-57-	091-36-

				10	04
Diamond Bluff	WI	WHG744	12/10/2012	44-39-50	092-34-01
Laurel Hill	LA	WHG745	12/10/2012	30-53-20	091-21-09
Natchez	MS	WHG746	12/10/2012	31-40-26	091-19-49
Sherard	MS	WHG747	12/10/2012	34-09-46	090-46-04
Fulton	TN	WHG748	12/10/2012	35-37-32	089-51-24
Shadyside	OH	WHG749	12/10/2012	39-48-49	080-49-06
Harahaville	PA	WHG750	12/10/2012	40-25-10	080-24-58
Pensacola	FL	WHG751	12/10/2012	30-34-09	087-06-11
Lake Charles	LA	WHG752	12/10/2012	30-00-54	093-14-30
Port O'Connor	TX	WHG753	12/10/2012	28-33-09	096-36-31
Brownsville	TX	WHG754	12/10/2012	26-28-29	097-36-40
Stokes County	NC	WHV733-1	11/08/2005	36-22-41	080-22-15
Augusta	GA	WHV740-2	11/08/2005	33-26-15	082-05-25
Ceasars Head	SC	WHV843-1	11/08/2005	35-06-29	082-37-02
Gastonia	NC	WHV843-5	11/08/2005	35-14-01	081-16-36
Little Mountain	SC	WHV843-6	11/08/2005	34-11-20	081-24-16
Orlando	FL	WRV374-12	05/30/2011	28-32-22	81-22-43
Selden	NY	WRV374-14	05/30/2011	40-50-31	73-01-34
Verona	NJ	WRV374-15	05/30/2011	40-50-04	74-13-20
Allentown	PA	WRV374-16	05/30/2011	40-35-54	75-25-05
Winterthur	DE	WRV374-17	05/30/2011	39-48-01	75-35-39
Valhalla	NY	WRV374-18	05/30/2011	41-04-13	73-47-23
Miami	FL	WRV374-19	05/30/2011	25-41-07	80-18-53
Manassas	VA	WRV374-2	05/30/2011	38-54-23	77-40-19
Raymond	ME	WRV374-20	05/30/2011	43-55-28	70-29-26
Spaulding	FL	WRV374-22	05/30/2011	30-22-45	81-49-59
Charleston	SC	WRV374-23	05/30/2011	32-49-14	79-57-24

Conway	SC	WRV374-24	05/30/2011	33-47-06	78-52-43
Perrinville	NJ	WRV374-25	5/30/2011	40-13-31.4	74-24-55.5
Savannah	GA	WRV374-26	05/30/2011	32-04-22	81-04-44
Navassa	NC	WRV374-27	05/30/2011	34-15-04	78-00-41
Suffolk	VA	WRV374-28	05/30/2011	36-49-00	76-28-03
Richmond	VA	WRV374-29	05/30/2011	37-36-52	77-30-54
Philadelphia	PA	WRV374-3	05/30/2011	40-02-30	75-14-22
Baltimore	MD	WRV374-31	05/30/2011	39-20-10	76-39-1.9
New York	NY	WRV374-33	05/30/2011	40-42-18	74-00-49
Fajardo	PR	WRV374-34	05/30/2011	18-18-28	65-47-39
Rehobeth	MA	WRV374-35	05/30/2011	41-51-54	71-17-13
New Bern	NC	WRV374-36	05/30/2011	35-00-02	76-59-30
Clearwater	FL	WRV374-39	05/30/2011	27-53-36	82-42-22
Hamden	FL	WRV374-40	05/30/2011	41-25-23	72-57-04
Mangonia Park	FL	WRV374-8	05/30/2011	26-45-44	80-04-40

UCC1 Financing Statement - Acknowledgment Copy Predmore
UCC1 Financing Statement - Acknowledgment CopyUCC1 Financing
Statement - Acknowledgment Copy

Filer Information

Account ID:9461508

Name:MOBEX

Attention:David Predmore

Mailing Address:453 EAST PARK PLACE

City:JEFFERSONVILLEState:INPostal Code:47130

County:Country:UNITED STATES

Phone Number:202-288-9656Fax Number:812-288-0482

Email:predmores@att.net

Reference Data:Predmore UCC-1

Type of Filing:Financing Statement

Real Estate Records:No

Debtor Information - 1 Debtor(s) in your list

Debtor 1

Organization Name:Mobex Network Services, LLC

Type of Org:Ltd Liability CompanyJurisdiction State:DE

Trust: - Trust Date: -

-OR-

Individual Name:

Last Name

First Name

Middle Name

Suffix

Mailing Address:453 East Park Place

City:JeffersonvilleState:IN

Postal Code:22192Country:UNITED STATES

Capacity:Alternative Designation:null

Authorized Party Type:Debtor

Secured Party Information - 1 Secured Party(s) in your list

Secured Party 1

Organization Name:

-OR-

Individual Name:

Last Name:Predmore

First Name:David

Middle Name:N.

Suffix:

Mailing Address:2934 Fox Tail Court

City:WoodbridgeState:VA

Postal Code:22192Country:UNITED STATES

Alternative Designation:null

Collateral Information

All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits. Phoenix OR KAE889-12 09/07/2014 42-17-54 122-44-59Portland OR KAE889-13 09/07/2014 45-29-20 122-41-40Corona CA KAE889-14 09/07/2014 33-42-39

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29-56-42 090-10-30 Bayou Goula LA WHG713 12/10/2012 30-12-33
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34-51-39 090-10-52 Hickman TN WHG717 12/10/2012 36-29-35
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IL WHG719 12/10/2012 38-16-13 090-14-41 Grafton IL WHG720 12/10/2012
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72-57-04Mangonia Park FL WRV374-8 05/30/2011 26-45-44 80-04-40

Payment Information

Amount Paid :\$ 15.00Payment Method:Credit Card
Filing Date & Time: 04/07/2005 02:27 PM ESTUCC1 File Number:51069310

Credit Card Information

Card Type:DISCOVER Card Number:*****7794
Expiration Date:0907Reference Number:040705142731113
Name:David Predmore
Address1:2934 Fox Tail Court
Address2:
City:WoodbridgeState:VAPostalCode:22192

Misc Information: -

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UCC1 Financing Statement - Acknowledgment Copy Preston
UCC1 Financing Statement - Acknowledgment Copy UCC1 Financing
Statement - Acknowledgment Copy

Filer Information

Account ID:9461508

Name:MOBEX

Attention:David Predmore

Mailing Address:453 EAST PARK PLACE

City:JEFFERSONVILLE State:IN Postal Code:47130

County:Country:UNITED STATES

Phone Number:202-288-9656 Fax Number:812-288-0482

Email:predmores@att.net

Reference Data:Preston UCC-1

Type of Filing:Financing Statement

Real Estate Records:No

Debtor Information - 1 Debtor(s) in your list

Debtor 1

Organization Name:Mobex Network Services, LLC

Type of Org:Ltd Liability Company Jurisdiction State:DE

Trust: - Trust Date: -

-OR-

Individual Name:

Last Name

First Name

Middle Name

Suffix

Mailing Address:453 East Park Place

City:Jeffersonville State:IN

Postal Code:47130 Country:UNITED STATES

Capacity:Alternative Designation:null

Authorized Party Type:Debtor

Secured Party Information - 1 Secured Party(s) in your list

Secured Party 1

Organization Name:

-OR-

Individual Name:

Last Name:Preston

First Name:Scott

Middle Name:

Suffix:

Mailing Address:640 Oak Farm Court

City:Lutherville State:MD

Postal Code:21093 Country:UNITED STATES

Alternative Designation:null

Collateral Information

All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits. Phoenix OR KAE889-12 09/07/2014 42-17-54 122-44-59 Portland OR KAE889-13 09/07/2014 45-29-20 122-41-40 Corona CA KAE889-14 09/07/2014 33-42-39

UCC1 Financing Statement - Acknowledgment Copy Preston

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Payment Information

Amount Paid :\$ 15.00Payment Method:Credit Card
Filing Date & Time: 04/07/2005 02:22 PM ESTUCC1 File Number:51069138

Credit Card Information

Card Type:DISCOVER Card Number:*****7794
Expiration Date:0907Reference Number:040705142236374
Name:David Predmore
Address1:2934 Fox Tail Court
Address2:
City:woodbridgeState:VAPostalCode:22192

Misc Information: -

Back

UCC1 Financing Statement - Acknowledgment Copy Reardon
UCC1 Financing Statement - Acknowledgment Copy UCC1 Financing
Statement - Acknowledgment Copy

Filer Information

Account ID:9461508

Name:MOBEX

Attention:David Predmore

Mailing Address:453 EAST PARK PLACE

City:JEFFERSONVILLE State:IN Postal Code:47130

County:Country:UNITED STATES

Phone Number:202-288-9656 Fax Number:812-288-0482

Email:predmores@att.net

Reference Data:Reardon UCC

Type of Filing:Financing Statement

Real Estate Records:No

Debtor Information - 1 Debtor(s) in your list

Debtor 1

Organization Name:Mobex Network Services, LLC

Type of Org:Ltd Liability Company Jurisdiction State:DE

Trust: - Trust Date: -

-OR-

Individual Name:

Last Name

First Name

Middle Name

Suffix

Mailing Address:453 East Park Place

City:Jeffersonville State:IN

Postal Code:47130 Country:UNITED STATES

Capacity:Alternative Designation:null

Authorized Party Type:Debtor

Secured Party Information - 1 Secured Party(s) in your list

Secured Party 1

Organization Name:

-OR-

Individual Name:

Last Name:Reardon

First Name:John

Middle Name:S.

Suffix:

Mailing Address:714 S. Overlook Drive

City:Alexandria State:VA

Postal Code:22305 Country:UNITED STATES

Alternative Designation:null

Collateral Information

All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits. Phoenix OR KAE889-12 09/07/2014 42-17-54 122-44-59 Portland OR KAE889-13 09/07/2014 45-29-20 122-41-40 Corona CA KAE889-14 09/07/2014 33-42-39

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09/07/2014 45-07-52 122-17-28 Seattle WA KAE889-48 09/07/2014
47-30-14 121-58-32 Salem OR KAE889-6 09/07/2014 44-50-48
123-07-20 Bakersfield CA KAE889-8 09/07/2014 35-25-47
118-44-56 Charlevoix MI KCE278-1 07/14/2013 45-39-45 084-38-15 Rogers
City MI KCE278-2 07/14/2013 45-23-53 083-55-19 Muskegon MI KPB531-1
07/14/2013 43-18-34 85-54-44 Michigan City IN KPB531-2 07/14/2013
41-40-7 86-48-21 Kenosha WI KPB531-3 07/14/2013 42-30-36
87-53-11 Milwaukee WI KPB531-4 07/14/2013 43-05-48 87-54-19 Lake
Zurich IL KPB531-5 07/14/2013 42-14-10 88-03-54 Chicago IL KPB531-6
07/14/2013 41-53-56 87-37-23 Rochester NY KUF732-1 07/14/2013
43-08-07 077-35-02 Syracuse NY KUF732-2 07/14/2013 42-56-42
076-01-28 Toledo OH KUF732-3 07/14/2013 41-41-02 083-24-47 Detroit MI
KUF732-4 07/14/2013 42-28-58 083-12-19 Buffalo NY KUF732-5 07/14/2013
43-01-48 078-55-15 Erie PA KUF732-6 07/14/2013 42-02-22
080-03-45 Cleveland OH KUF732-7 07/14/2013 41-22-45 081-43-12 Venice
LA WHG693 12/10/2012 29-13-58 089-23-29 Fort Walton Beach FL WHG701
12/10/2012 30-23-25 086-12-16 Mobile AL WHG702 12/10/2012 30-30-01
088-09-53 Bay St. Louis MS WHG703 12/10/2012 30-26-42 089-18-08 Morgan
City LA WHG705 12/10/2012 29-41-56 091-03-18 Intracoastal City LA
WHG706 12/10/2012 29-50-56 092-12-45 Sabine Pass TX WHG707 12/10/2012
29-49-35 094-13-47 Texas City TX WHG708 12/10/2012 29-28-01
095-00-93 Sargent TX WHG709 12/10/2012 28-52-39 095-39-35 Corpus
Christi TX WHG710 12/10/2012 27-56-38 097-07-54 Baffin Bay TX WHG711
12/10/2012 27-17-30 097-48-20 New Orleans LA WHG712 12/10/2012
29-56-42 090-10-30 Bayou Goula LA WHG713 12/10/2012 30-12-33
091-08-44 Oak Ridge MS WHG714 12/10/2012 32-28-47 090-42-45 Greenville
MS WHG715 12/10/2012 33-18-33 091-02-00 Commerce MS WHG716 12/10/2012
34-51-39 090-10-52 Hickman TN WHG717 12/10/2012 36-29-35
089-16-18 Bald Knob IL WHG718 12/10/2012 37-33-39 089-21-14 Waterloo
IL WHG719 12/10/2012 38-16-13 090-14-41 Grafton IL WHG720 12/10/2012
39-00-13 090-29-58 Hannibal MO WHG721 12/10/2012 39-36-26
091-18-01 Adrian IL WHG722 12/10/2012 40-32-40 091-07-11 Reynolds IL
WHG723 12/10/2012 41-19-45 090-39-37 Bryant IA WHG724 12/10/2012
42-02-04 090-20-19 Sherrill IA WHG725 12/10/2012 42-37-05
090-46-37 Midway IL WHG726 12/10/2012 37-14-36 088-36-05 Hebbardsville
KY WHG727 12/10/2012 37-44-52 087-24-59 Lanesville IN WHG728
12/10/2012 38-11-33 085-55-58 Bedford KY WHG729 12/10/2012 38-36-23
085-20-02 Nicholson KY WHG730 12/10/2012 39-55-47 084-33-25 Neel OH
WHG731 12/10/2012 38-46-23 083-38-55 Letitia KY WHG732 12/10/2012
38-36-10 083-03-41 Arabia OH WHG733 12/10/2012 38-38-27
082-24-37 Beardstown IL WHG734 12/10/2012 39-50-21 090-28-14 Peoria IL
WHG735 12/10/2012 40-40-55 089-49-05 Ottawa IL WHG736 12/10/2012
41-10-33 089-02-18 Joliet IL WHG737 12/10/2012 41-36-39
088-00-33 Fords Ferry KY WHG738 12/10/2012 37-26-57 088-05-37 Union
Star KY WHG739 12/10/2012 38-01-26 086-29-01 Bashan OH WHG740
12/10/2012 39-03-21 081-49-53 New Matamoras OH WHG741 12/10/2012
39-34-45 081-05-04 Lansing IA WHG742 12/10/2012 43-14-32
091-10-18 Ridgeway MN WHG743 12/10/2012 43-57-10 091-36-04 Diamond
Bluff WI WHG744 12/10/2012 44-39-50 092-34-01 Laurel Hill LA WHG745
12/10/2012 30-53-20 091-21-09 Natchez MS WHG746 12/10/2012 31-40-26
091-19-49 Sherard MS WHG747 12/10/2012 34-09-46 090-46-04 Fulton TN

UCC1 Financing Statement - Acknowledgment Copy Reardon
WHG748 12/10/2012 35-37-32 089-51-24Shadyside OH WHG749 12/10/2012
39-48-49 080-49-06Harahaville PA WHG750 12/10/2012 40-25-10
080-24-58Pensacola FL WHG751 12/10/2012 30-34-09 087-06-11Lake
Charles LA WHG752 12/10/2012 30-00-54 093-14-30Port O'Connor TX
WHG753 12/10/2012 28-33-09 096-36-31Brownsville TX WHG754 12/10/2012
26-28-29 097-36-40Stokes County NC WHV733-1 11/08/2005 36-22-41
080-22-15Augusta GA WHV740-2 11/08/2005 33-26-15 082-05-25Ceasars
Head SC WHV843-1 11/08/2005 35-06-29 082-37-02Gastonia NC WHV843-5
11/08/2005 35-14-01 081-16-36Little Mountain SC WHV843-6 11/08/2005
34-11-20 081-24-16Orlando FL WRV374-12 05/30/2011 28-32-22
81-22-43Selden NY WRV374-14 05/30/2011 40-50-31 73-01-34Verona NJ
WRV374-15 05/30/2011 40-50-04 74-13-20Allentown PA WRV374-16
05/30/2011 40-35-54 75-25-05Winterthur DE WRV374-17 05/30/2011
39-48-01 75-35-39Valhalla NY WRV374-18 05/30/2011 41-04-13
73-47-23Miami FL WRV374-19 05/30/2011 25-41-07 80-18-53Manassas VA
WRV374-2 05/30/2011 38-54-23 77-40-19Raymond ME WRV374-20 05/30/2011
43-55-28 70-29-26Spaulding FL WRV374-22 05/30/2011 30-22-45
81-49-59Charleston SC WRV374-23 05/30/2011 32-49-14 79-57-24Conway
SC WRV374-24 05/30/2011 33-47-06 78-52-43Perrinville NJ WRV374-25
5/30/2011 40-13-31.4 74-24-55.5Savannah GA WRV374-26 05/30/2011
32-04-22 81-04-44Navassa NC WRV374-27 05/30/2011 34-15-04
78-00-41Suffolk VA WRV374-28 05/30/2011 36-49-00 76-28-03Richmond VA
WRV374-29 05/30/2011 37-36-52 77-30-54Philadelphia PA WRV374-3
05/30/2011 40-02-30 75-14-22Baltimore MD WRV374-31 05/30/2011
39-20-10 76-39-1.9New York NY WRV374-33 05/30/2011 40-42-18
74-00-49Fajardo PR WRV374-34 05/30/2011 18-18-28 65-47-39Rehobeth MA
WRV374-35 05/30/2011 41-51-54 71-17-13New Bern NC WRV374-36
05/30/2011 35-00-02 76-59-30Clearwater FL WRV374-39 05/30/2011
27-53-36 82-42-22Hamden FL WRV374-40 05/30/2011 41-25-23
72-57-04Mangonia Park FL WRV374-8 05/30/2011 26-45-44 80-04-40

Payment Information

Amount Paid :\$ 15.00Payment Method:Credit Card
Filing Date & Time: 04/07/2005 02:15 PM ESTUCC1 File Number:51068999

Credit Card Information

Card Type:DISCOVER Card Number:*****7794
Expiration Date:0907Reference Number:040705141542632
Name:David Predmore
Address1:2934 Fox Tail Court
Address2:
City:woodbridgestate:VAPostalCode:22192

Misc Information: -

Back

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] David Predmore (202) 288-9656	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
MOBEX 453 EAST PARK PLACE	
JEFFERSONVILLE,	IN 47130 US

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 08/30/2005 11:03 PM
INITIAL FILING NUM: 52700590
SRV NO.: 050715843

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 Mobex Communications, Inc.					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS c/o David Predmore 2934 Fox Tail Court		CITY Woodbridge	STATE VA	POSTAL CODE 22192	COUNTRY US
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

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
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

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 DLA Piper Rudnick Gray Cary LLP					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS The Marbury Building 6225 Smith Avenue		CITY Baltimore	STATE MD	POSTAL CODE 21209	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's inventory, chattel paper, accounts, contract rights, equipment, general intangibles, furniture, fixtures, machinery and all other business assets; whether any of the foregoing is owned now or acquired later: all accessions and additions.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOLR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> 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) [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] David Predmore (202) 288-9656	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
MOBEX 453 EAST PARK PLACE JEFFERSONVILLE, IN 47130 US	

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 08/30/2005 10:49 PM
 INITIAL FILING NUM: 52700574
 SRV NO.: 050715842

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 Mobex Network Services, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 6200 East Hwy 62 Bldg. 2501, Suite 875		CITY Jeffersonville	STATE IN	POSTAL CODE 47130	COUNTRY US
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Ltd Liability Compan	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

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
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

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 DLA Piper Rudnick Gray Cary LLP					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS The Marbury Building 6225 Smith Avenue		CITY Baltimore	STATE MD	POSTAL CODE 21209	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's interest in the right to receive the proceeds derived or arising from or in connection with the assignment of or transfer of control over such licenses, authorizations and permits more particularly described below:
 1. Phoenix ORKAE889-1209/07/201442-17-54122-44-59 Portland ORKAE889-1309/07/201445-29-20122-41-40 Corona CAKAE889-1209/07/201448-40-45122-50-31 Eugene ORKAE889-2209/07/201444-11-51122-59-08 Salinas CAKAE889-2609/07/201437-55-44122-35-11 Walnut Creek CAKAE889-2809/07/201437-52-54121-55-05 Camas WAKAE889-309/07/201445-40-33122-22-33 Bremerton WAKAE889-2809/07/201437-52-54121-55-05 Gatos CAKAE889-3309/07/201437-06-39121-50-31 Olympia WAKAE889-3409/07/201446-58-22123-08-17 Modesto CAKAE889-2809/07/201437-52-54121-55-05

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
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						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Walton BeachFLWHG70112/10/201230-23-25086-12-16MobileALWHG70212/10/201230-30-01088-09-53Bay St.
LouisMSWHG70312/10/201230-26-42089-18-08Morgan CityLAWHG70512/10/201229-41-56091-03-18Intracoastal
CityLAWHG70612/10/201229-50-56092-12-45Sabine PassTXWHG70712/10/201229-49-35094-13-47Texas
CityTXWHG70812/10/201229-28-01095-00-93SargentTXWHG70912/10/201228-52-39095-39-35Corpus
ChristiTXWHG71012/10/201227-56-38097-07-54Baffin BayTXWHG71112/10/201227-17-30097-48-20New
OrleansLAWHG71212/10/201229-56-42090-10-30Bayou GoulaLAWHG71312/10/201230-12-33091-08-44Oak
RidgeMSWHG71412/10/201232-28-47090-42-45GreenvilleMSWHG71512/10/201233-18-33091-02-00CommerceMSWHG7161

KnobILWHG71812/10/201237-33-39089-21-14WaterlooILWHG71912/10/201238-16-13090-14-41GraftonILWHG72012/10/201
FerryKYWHG73812/10/201237-26-57088-05-37Union
StarKYWHG73912/10/201238-01-26086-29-01BashanOHWHG74012/10/201239-03-21081-49-53New
MatamorasOHWHG74112/10/201239-34-45081-05-04LansingIAWHG74212/10/201243-14-32091-10-18RidgewayMNWHG743
BluffWIWHG74412/10/201244-39-50092-34-01Laurel
HillLAWHG74512/10/201230-53-20091-21-09NatchezMSWHG74612/10/201231-40-26091-19-49SherardMSWHG74712/10/20
CharlesLAWHG75212/10/201230-00-54093-14-30Port
O'ConnorTXWHG75312/10/201228-33-09096-36-31BrownsvilleTXWHG75412/10/201226-28-29097-36-40Stokes
CountyNCWHV733-111/08/200536-22-41080-22-15AugustaGAWHV740-211/08/200533-26-15082-05-25Ceasars
HeadSCWHV843-111/08/200535-06-29082-37-02GastoniaNCWHV843-511/08/200535-14-01081-16-36Little
MountainSCWHV843-611/08/200534-11-20081-24-16OrlandoFLWRV374-1205/30/201128-32-2281-22-43SeldenNYWRV374-1
YorkNYWRV374-3305/30/201140-42-1874-00-49FajardoPRWRV374-3405/30/201118-18-2865-47-39RehobethMAWRV374-35

BernNCWRV374-3605/30/201135-00-0276-59-30ClearwaterFLWRV374-3905/30/201127-53-3682-42-22HamdenFLWRV374-4
ParkFLWRV374-805/30/201126-45-4480-04-40

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] David Predmore (202) 288-9656	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
MOBEX 453 EAST PARK PLACE JEFFERSONVILLE, IN 47130 US	

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04/07/2005 02:27 PM
 INITIAL FILING NUM: 51069310
 SRV NO.: 050283216

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 Mobex Network Services, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 453 East Park Place			CITY Jeffersonville	STATE IN	POSTAL CODE 22192	COUNTRY US
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Ltd Liability Compan	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

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
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

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 Predmore		FIRST NAME David	MIDDLE NAME N.	SUFFIX	
3c. MAILING ADDRESS 2934 Fox Tail Court			CITY Woodbridge	STATE VA	POSTAL CODE 22192	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:
All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits.
PhoenixORKAE889-1209/07/201442-17-54122-44-59PortlandORKAE889-1309/07/201445-29-20122-41-40CoronaCAKAE889-1209/07/201442-17-54122-44-59
IslandWAKAE889-2009/07/201448-40-45122-50-31EugeneORKAE889-2209/07/201444-11-51122-59-08SalinasCAKAE889-2609/07/201442-17-54122-44-59
RafaelCAKAE889-2709/07/201437-55-44122-35-11Walnut
CreekCAKAE889-2809/07/201437-52-54121-55-05CamasWAKAE889-309/07/201445-40-33122-22-33BremertonWAKAE889-1209/07/201442-17-54122-44-59
GatosCAKAE889-3309/07/201437-06-39121-50-31OlympiaWAKAE889-3409/07/201446-58-22123-08-17ModestoCAKAE889-1209/07/201442-17-54122-44-59

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
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

Predmore UCC-1

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

ValleyCAKAE889-4009/07/201432-52-39116-24-54PalmdaleCAKAE8

CityMIKCE278-207/14/201345-23-53083-55-19MuskegonMIKPB531

CityINKPB531-207/14/201341-40-786-48-21KenoshaWIKPB531-307/

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ZurichILKPB531-507/14/201342-14-1088-03-54ChicagoILKPB531-607/14/201341-53-5687-37-23RochesterNYKUF732-107/14
Walton BeachFLWHG70112/10/201230-23-25086-12-16MobileALWHG70212/10/201230-30-01088-09-53Bay St.
LouisMSWHG70312/10/201230-26-42089-18-08Morgan CityLAWHG70512/10/201229-41-56091-03-18Intracoastal
CityLAWHG70612/10/201229-50-56092-12-45Sabine PassTXWHG70712/10/201229-49-35094-13-47Texas
CityTXWHG70812/10/201229-28-01095-00-93SargentTXWHG70912/10/201228-52-39095-39-35Corpus
ChristiTXWHG71012/10/201227-56-38097-07-54Baffin BayTXWHG71112/10/201227-17-30097-48-20New
OrleansLAWHG71212/10/201229-56-42090-10-30Bayou GoulaLAWHG71312/10/201230-12-33091-08-44Oak
RidgeMSWHG71412/10/201232-28-47090-42-45GreenvilleMSWHG71512/10/201233-18-33091-02-00CommerceMSWHG7161

KnobILWHG71812/10/201237-33-39089-21-14WaterlooILWHG71912/10/201238-16-13090-14-41GraftonILWHG72012/10/201
FerryKYWHG73812/10/201237-26-57088-05-37Union
StarKYWHG73912/10/201238-01-26086-29-01BashanOHWHG74012/10/201239-03-21081-49-53New
MatamorasOHWHG74112/10/201239-34-45081-05-04LansingIAWHG74212/10/201243-14-32091-10-18RidgewayMNWHG743
BluffWIWHG74412/10/201244-39-50092-34-01Laurel
HillLAWHG74512/10/201230-53-20091-21-09NatchezMSWHG74612/10/201231-40-26091-19-49SherardMSWHG74712/10/20
CharlesLAWHG75212/10/201230-00-54093-14-30Port
O'ConnorTXWHG75312/10/201228-33-09096-36-31BrownsvilleTXWHG75412/10/201226-28-29097-36-40Stokes
CountyNCWHV733-111/08/200536-22-41080-22-15AugustaGAWHV740-211/08/200533-26-15082-05-25Ceasars
HeadSCWHV843-111/08/200535-06-29082-37-02GastoniaNCWHV843-511/08/200535-14-01081-16-36Little
MountainSCWHV843-611/08/200534-11-20081-24-16OrlandoFLWRV374-1205/30/201128-32-2281-22-43SeldenNYWRV374-1

YorkNYWRV374-3305/30/201140-42-1874-00-49FajardoPRWRV374-3405/30/201118-18-2865-47-39RehobethMAWRV374-351

BernNCWRV374-3605/30/201135-00-0276-59-30ClearwaterFLWRV374-3905/30/201127-53-3682-42-22HamdenFLWRV374-41

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ParkFLWRV374-805/30/201126-45-4480-04-40

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] David Predmore (202) 288-9656	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
MOBEX 453 EAST PARK PLACE	
JEFFERSONVILLE, IN 47130 US	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04/07/2005 02:22 PM
INITIAL FILING NUM: 51069138
SRV NO. : 050283187

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 Mobex Network Services, LLC				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 453 East Park Place		CITY Jeffersonville	STATE IN	POSTAL CODE 47130
		COUNTRY US		
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Ltd Liability Compan	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

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		
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

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 Scott	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 640 Oak Farm Court		CITY Lutherville	STATE MD	POSTAL CODE 21093
		COUNTRY US		

4. This FINANCING STATEMENT covers the following collateral:
All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits.
PhoenixORKAE889-1209/07/201442-17-54122-44-59PortlandORKAE889-1309/07/201445-29-20122-41-40CoronaCAKAE889-1209/07/201442-17-54122-44-59
IslandWAKAE889-2009/07/201448-40-45122-50-31EugeneORKAE889-2209/07/201444-11-51122-59-08SalinasCAKAE889-2609/07/201445-29-20122-41-40
RafaelCAKAE889-2709/07/201437-55-44122-35-11Walnut
CreekCAKAE889-2809/07/201437-52-54121-55-05CamasWAKAE889-309/07/201445-40-33122-22-33BremertonWAKAE889-1209/07/201442-17-54122-44-59
GatosCAKAE889-3309/07/201437-06-39121-50-31OlympiaWAKAE889-3409/07/201446-58-22123-08-17ModestoCAKAE889-1209/07/201442-17-54122-44-59

5. ALTERNATIVE DESIGNATION [if applicable]	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)	<input type="checkbox"/> (optional)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Preston UCC-1

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

ValleyCAKAE889-4009/07/201432-52-39116-24-54PalmdaleCAKAE8

CityMIKCE278-207/14/201345-23-53083-55-19MuskegonMIKPB531

CityINKPB531-207/14/201341-40-786-48-21KenoshaWIKPB531-307/

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
Mobex Network Services, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ZurichILKPB531-507/14/201342-14-1088-03-54ChicagoILKPB531-607/14/201341-53-5687-37-23RochesterNYKUF732-107/14
 Walton BeachFLWHG70112/10/201230-23-25086-12-16MobileALWHG70212/10/201230-30-01088-09-53Bay St.
 LouisMSWHG70312/10/201230-26-42089-18-08Morgan CityLAWHG70512/10/201229-41-56091-03-18Intracoastal
 CityLAWHG70612/10/201229-50-56092-12-45Sabine PassTXWHG70712/10/201229-49-35094-13-47Texas
 CityTXWHG70812/10/201229-28-01095-00-93SargentTXWHG70912/10/201228-52-39095-39-35Corpus
 ChristiTXWHG71012/10/201227-56-38097-07-54Baffin BayTXWHG71112/10/201227-17-30097-48-20New
 OrleansLAWHG71212/10/201229-56-42090-10-30Bayou GoulaLAWHG71312/10/201230-12-33091-08-44Oak
 RidgeMSWHG71412/10/201232-28-47090-42-45GreenvilleMSWHG71512/10/201233-18-33091-02-00CommerceMSWHG7161

KnobILWHG71812/10/201237-33-39089-21-14WaterlooILWHG71912/10/201238-16-13090-14-41GraftonILWHG72012/10/201
 FerryKYWHG73812/10/201237-26-57088-05-37Union
 StarKYWHG73912/10/201238-01-26086-29-01BashanOHWHG74012/10/201239-03-21081-49-53New
 MatamorasOHWHG74112/10/201239-34-45081-05-04LansingIAWHG74212/10/201243-14-32091-10-18RidgewayMNWHG743
 BluffWIWHG74412/10/201244-39-50092-34-01Laurel
 HillLAWHG74512/10/201230-53-20091-21-09NatchezMSWHG74612/10/201231-40-26091-19-49SherardMSWHG74712/10/20
 CharlesLAWHG75212/10/201230-00-54093-14-30Port
 O'ConnorTXWHG75312/10/201228-33-09096-36-31BrownsvilleTXWHG75412/10/201226-28-29097-36-40Stokes
 CountyNCWHV733-111/08/200536-22-41080-22-15AugustaGAWHV740-211/08/200533-26-15082-05-25Ceasars
 HeadSCWHV843-111/08/200535-06-29082-37-02GastoniaNCWHV843-511/08/200535-14-01081-16-36Little
 MountainSCWHV843-611/08/200534-11-20081-24-16OrlandoFLWRV374-1205/30/201128-32-2281-22-43SeldenNYWRV374-1
 YorkNYWRV374-3305/30/201140-42-1874-00-49FajardoPRWRV374-3405/30/201118-18-2865-47-39RehobethMAWRV374-351
 BernNCWRV374-3605/30/201135-00-0276-59-30ClearwaterFLWRV374-3905/30/201127-53-3682-42-22HamdenFLWRV374-41

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ParkFLWRV374-805/30/201126-45-4480-04-40

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] David Predmore (202) 288-9656	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
MOBEX 453 EAST PARK PLACE	
JEFFERSONVILLE, IN 47130 US	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04/07/2005 02:15 PM
INITIAL FILING NUM: 51068999
SRV NO. : 050283138

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 Mobex Network Services, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 453 East Park Place			CITY Jeffersonville	STATE IN	POSTAL CODE 47130	COUNTRY US
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Ltd Liability Compan	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

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
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

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 Reardon		FIRST NAME John	MIDDLE NAME S.	SUFFIX	
3c. MAILING ADDRESS 714 S. Overlook Drive			CITY Alexandria	STATE VA	POSTAL CODE 22305	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:
All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits.
PhoenixORKAE889-1209/07/201442-17-54122-44-59PortlandORKAE889-1309/07/201445-29-20122-41-40CoronaCAKAE889-1209/07/201442-17-54122-44-59
IslandWAKAE889-2009/07/201448-40-45122-50-31EugeneORKAE889-2209/07/201444-11-51122-59-08SalinasCAKAE889-2609/07/201442-17-54122-44-59
RafaelCAKAE889-2709/07/201437-55-44122-35-11Walnut
CreekCAKAE889-2809/07/201437-52-54121-55-05CamasWAKAE889-309/07/201445-40-33122-22-33BremertonWAKAE889-1209/07/201442-17-54122-44-59
GatosCAKAE889-3309/07/201437-06-39121-50-31OlympiaWAKAE889-3409/07/201446-58-22123-08-17ModestoCAKAE889-1209/07/201442-17-54122-44-59

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
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) [OPTIONAL FEE]		All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

Reardon UCC

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

ValleyCAKAE889-4009/07/201432-52-39116-24-54PalmdaleCAKAE8

CityMIKCE278-207/14/201345-23-53083-55-19MuskegonMIKPB531

CityINKPB531-207/14/201341-40-786-48-21KenoshaWIKPB531-307/

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT ADDENDUM

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9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
Mobex Network Services, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

- ZurichILKPB531-507/14/201342-14-1088-03-54ChicagoILKPB531-607/14/201341-53-5687-37-23RochesterNYKUF732-107/14
- Walton BeachFLWHG70112/10/201230-23-25086-12-16MobileALWHG70212/10/201230-30-01088-09-53Bay St.
- LouisMSWHG70312/10/201230-26-42089-18-08Morgan CityLAWHG70512/10/201229-41-56091-03-18Intracoastal
- CityLAWHG70612/10/201229-50-56092-12-45Sabine PassTXWHG70712/10/201229-49-35094-13-47Texas
- CityTXWHG70812/10/201229-28-01095-00-93SargentTXWHG70912/10/201228-52-39095-39-35Corpus
- ChristiTXWHG71012/10/201227-56-38097-07-54Baffin BayTXWHG71112/10/201227-17-30097-48-20New
- OrleansLAWHG71212/10/201229-56-42090-10-30Bayou GoulaLAWHG71312/10/201230-12-33091-08-44Oak
- RidgeMSWHG71412/10/201232-28-47090-42-45GreenvilleMSWHG71512/10/201233-18-33091-02-00CommerceMSWHG7161

- KnobILWHG71812/10/201237-33-39089-21-14WaterlooILWHG71912/10/201238-16-13090-14-41GraftonILWHG72012/10/201
- FerryKYWHG73812/10/201237-26-57088-05-37Union
- StarKYWHG73912/10/201238-01-26086-29-01BashanOHWHG74012/10/201239-03-21081-49-53New
- MatamorasOHWHG74112/10/201239-34-45081-05-04LansingIAWHG74212/10/201243-14-32091-10-18RidgewayMNVWHG743
- BluffWIWHG74412/10/201244-39-50092-34-01Laurel
- HillLAWHG74512/10/201230-53-20091-21-09NatchezMSWHG74612/10/201231-40-26091-19-49SherardMSWHG74712/10/20
- CharlesLAWHG75212/10/201230-00-54093-14-30Port
- O'ConnorTXWHG75312/10/201228-33-09096-36-31BrownsvilleTXWHG75412/10/201226-28-29097-36-40Stokes
- CountyNCWHV733-111/08/200536-22-41080-22-15AugustaGAWHV740-211/08/200533-26-15082-05-25Ceasars
- HeadSCWHV843-111/08/200535-06-29082-37-02GastoniaNCWHV843-511/08/200535-14-01081-16-36Little
- MountainSCWHV843-611/08/200534-11-20081-24-16OrlandoFLWRV374-1205/30/201128-32-2281-22-43SeldenNYWRV374-1

- YorkNYWRV374-3305/30/201140-42-1874-00-49FajardoPRWRV374-3405/30/201118-18-2865-47-39RehobethMAWRV374-351

- BernNCWRV374-3605/30/201135-00-0276-59-30ClearwaterFLWRV374-3905/30/201127-53-3682-42-22HamdenFLWRV374-41

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ParkFLWRV374-805/30/201126-45-4480-04-40

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] David Predmore (202) 288-9656	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) MOBEX 453 EAST PARK PLACE JEFFERSONVILLE, IN 47130 US	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 04/08/2005 12:42 PM
INITIAL FILING NUM: 51083055
SRV NO. : 050286329

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 Mobex Network Services, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 453 East Park Place			CITY Jeffersonville	STATE IN	POSTAL CODE 47130	COUNTRY US
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Ltd Liability Compan	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

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
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

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 Smith		FIRST NAME Robert	MIDDLE NAME T	SUFFIX	
3c. MAILING ADDRESS 6701 Stonebridge Blvd.			CITY Charlestown	STATE IN	POSTAL CODE 47111	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:
All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits.
PhoenixORKAE889-1209/07/201442-17-54122-44-59PortlandORKAE889-1309/07/201445-29-20122-41-40CoronaCAKAE889-1209/07/201442-17-54122-44-59
IslandWAKAE889-2009/07/201448-40-45122-50-31EugeneORKAE889-2209/07/201444-11-51122-59-08SalinasCAKAE889-261209/07/201442-17-54122-44-59
RafaelCAKAE889-2709/07/201437-55-44122-35-11Walnut
CreekCAKAE889-2809/07/201437-52-54121-55-05CamasWAKAE889-309/07/201445-40-33122-22-33BremertonWAKAE889-1209/07/201442-17-54122-44-59
GatosCAKAE889-3309/07/201437-06-39121-50-31OlympiaWAKAE889-3409/07/201446-58-22123-08-17ModestoCAKAE889-1209/07/201442-17-54122-44-59

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
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
Smith UCC-1

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
Mobex Network Services, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

ValleyCAKAE889-4009/07/201432-52-39116-24-54PalmdaleCAKAE8
 CityMIKCE278-207/14/201345-23-53083-55-19MuskegonMIKPB531
 CityINKPB531-207/14/201341-40-786-48-21KenoshaWIKPB531-307/

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ZurichILKPB531-507/14/201342-14-1088-03-54ChicagoILKPB531-607/14/201341-53-5687-37-23RochesterNYKUF732-107/14
Walton BeachFLWHG70112/10/201230-23-25086-12-16MobileALWHG70212/10/201230-30-01088-09-53Bay St.
LouisMSWHG70312/10/201230-26-42089-18-08Morgan CityLAWHG70512/10/201229-41-56091-03-18Intracoastal
CityLAWHG70612/10/201229-50-56092-12-45Sabine PassTXWHG70712/10/201229-49-35094-13-47Texas
CityTXWHG70812/10/201229-28-01095-00-93SargentTXWHG70912/10/201228-52-39095-39-35Corpus
ChristiTXWHG71012/10/201227-56-38097-07-54Baffin BayTXWHG71112/10/201227-17-30097-48-20New
OrleansLAWHG71212/10/201229-56-42090-10-30Bayou GoulaLAWHG71312/10/201230-12-33091-08-44Oak
RidgeMSWHG71412/10/201232-28-47090-42-45GreenvilleMSWHG71512/10/201233-18-33091-02-00CommerceMSWHG7161

KnobILWHG71812/10/201237-33-39089-21-14WaterlooILWHG71912/10/201238-16-13090-14-41GraftonILWHG72012/10/201
FerryKYWHG73812/10/201237-26-57088-05-37Union
StarKYWHG73912/10/201238-01-26086-29-01BashanOHWHG74012/10/201239-03-21081-49-53New
MatamorasOHWHG74112/10/201239-34-45081-05-04LansingLAWHG74212/10/201243-14-32091-10-18RidgewayMNWHG743
BluffWIWHG74412/10/201244-39-50092-34-01Laurel
HillLAWHG74512/10/201230-53-20091-21-09NatchezMSWHG74612/10/201231-40-26091-19-49SherardMSWHG74712/10/20
CharlesLAWHG75212/10/201230-00-54093-14-30Port
O'ConnorTXWHG75312/10/201228-33-09096-36-31BrownsvilleTXWHG75412/10/201226-28-29097-36-40Stokes
CountyNCWHV733-111/08/200536-22-41080-22-15AugustaGAWHV740-211/08/200533-26-15082-05-25Ceasars
HeadSCWHV843-111/08/200535-06-29082-37-02GastoniaNCWHV843-511/08/200535-14-01081-16-36Little
MountainSCWHV843-611/08/200534-11-20081-24-16OrlandoFLWRV374-1205/30/201128-32-2281-22-43SeldenNYWRV374-1

YorkNYWRV374-3305/30/201140-42-1874-00-49FajardoPRWRV374-3405/30/201118-18-2865-47-39RehobethMAWRV374-35

BernNCWRV374-3605/30/201135-00-0276-59-30ClearwaterFLWRV374-3905/30/201127-53-3682-42-22HamdenFLWRV374-4

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Mobex Network Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ParkFLWRV374-805/30/201126-45-4480-04-40

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # _____

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor *or* Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME _____

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME _____

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME _____

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA _____

Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

An Amendment may relate to only one financing statement. Do not enter more than one file number in item 1a.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Amendment Addendum (Form UCC3Ad) or Amendment Additional Party (Form UCC3AP). Always complete items 1a and 9.

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

- 1a. **File number:** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.
- 1b. Only if this Amendment is to be filed or recorded in the real estate records, check box 1b and also, in item 13 of Amendment Addendum, enter Debtor's name, in proper format exactly identical to the format of item 1 of financing statement, and name of record owner if Debtor does not have a record interest.
- Note:* Show purpose of this Amendment by checking box 2, 3, 4, 5 (in item 5 you must check two boxes) or 8; also complete items 6, 7 and/or 8 as appropriate. Filer may use this Amendment form to simultaneously accomplish both data changes (items 4, 5, and/or 8) and a Continuation (item 3), although in some states filer may have to pay a separate fee for each purpose.
2. To terminate the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 2. See Instruction 9 below.
3. To continue the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 3. See Instruction 9 below.
4. To assign (i) all of assignor's interest under the identified financing statement, or (ii) a partial interest in the security interest covered by the identified financing statement, or (iii) assignor's full interest in some (but not all) of the collateral covered by the identified financing statement: Check box in item 4 and enter name of assignee in item 7a if assignee is an organization, or in item 7b, formatted as indicated, if assignee is an individual. Complete 7a or 7b, but not both. Also enter assignee's address in item 7c. Also enter name of assignor in item 9. If partial Assignment affects only some (but not all) of the collateral covered by the identified financing statement, filer may check appropriate box in item 8 and indicate affected collateral in item 8.
- 5,6,7. To change the name of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new name (7a or 7b). If the new name refers to a Debtor complete (7c); also complete 7e-7g if 7a was completed.
- 5,6,7. To change the address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is an address change; also enter name of affected party (current record name) in item 6a or 6b as appropriate; and enter new address (7c) in item 7.
- 5,6,7. To change the name and address of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name/address change; also enter name of affected party (current record name) in items 6a or 6b as appropriate; and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed.
- 5,6. To delete a party: Check box in item 5 to indicate whether deleting a Debtor or a Secured Party; also check box in item 5 to indicate that this is a deletion of a party; and also enter name (6a or 6b) of deleted party in item 6.
- 5,7. To add a party: Check box in item 5 to indicate whether adding a Debtor or Secured Party; also check box in item 5 to indicate that this is an addition of a party and enter the new name (7a or 7b). If the new name refers to a Debtor complete item 7c; also complete 7e-7g if 7a was completed. To include further additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.
- Note:* The preferred method for filing against a new Debtor (an individual or organization not previously of record as a Debtor under this file number) is to file a new Financing Statement (UCC1) and not an Amendment (UCC3).
- 7d. Reserved for Financing Statement Amendments to be filed in North Dakota or South Dakota only. If this Financing Statement Amendment is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
8. Collateral change. To change the collateral covered by the identified financing statement, describe the change in item 8. This may be accomplished either by describing the collateral to be added or deleted, or by setting forth in full the collateral description as it is to be effective after the filing of this Amendment, indicating clearly the method chosen (check the appropriate box). If the space in item 8 is insufficient, use item 13 of Amendment Addendum (Form UCC3Ad). A partial release of collateral is a deletion. If, due to a full release of all collateral, filer no longer claims a security interest under the identified financing statement, check box 2 (Termination) and not box 8 (Collateral Change). If a partial assignment consists of the assignment of some (but not all) of the collateral covered by the identified financing statement, filer may indicate the assigned collateral in item 8, check the appropriate box in item 8, and also comply with instruction 4 above.
9. Always enter name of party of record authorizing this Amendment; in most cases, this will be a Secured Party of record. If more than one authorizing Secured Party, give additional name(s), properly formatted, in item 13 of Amendment Addendum (Form UCC3Ad). If the indicated financing statement refers to the parties as lessee and lessor, or consignee and consignor, or seller and buyer, instead of Debtor and Secured Party, references in this Amendment shall be deemed likewise so to refer to the parties. If this is an assignment, enter assignor's name. If this is an Amendment authorized by a Debtor that adds collateral or adds a Debtor, or if this is a Termination authorized by a Debtor, check the box in item 9 and enter the name, properly formatted, of the Debtor authorizing this Amendment, and, if this Amendment or Termination is to be filed or recorded in the real estate records, also enter, in item 13 of Amendment Addendum, name of Secured Party of record.
10. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

ACKNOWLEDGMENT AND CONSENT TO CHANGE OF CONTROL

THIS ACKNOWLEDGMENT AND CONSENT TO CHANGE OF CONTROL (this "Consent") is entered into as of the ____ day of _____, by and among CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Owner"), MOBEX NETWORK SERVICES, LLC, a Delaware limited liability company ("Provider") and MARITIME COMMUNICATIONS/LAND MOBILE, LLC, a Delaware limited liability company ("Transferee").

WITNESSETH:

WHEREAS, Provider has occupied rooftop space and equipment area of an office building located at 9130 Dadeland Blvd., Miami, Florida, and commonly known as Datran Center II (the "Building"), as Provider under that certain Rooftop License Agreement dated August 1, 2001 (as amended the "Agreement"), wherein Owner granted a license to Provider of approximately 2 square feet of rooftop space (the "Roof Area") and approximately 8 square feet of inside the Building (the "Equipment Area") and more particularly described in the Agreement;

WHEREAS, Transferee intends to purchase a ~~51% equity interest in~~ substantially all the assets of Provider ("Transfer");

WHEREAS, the terms of the Agreement require Owner's consent to the Transfer, and Owner has agreed to grant such consent contingent upon its receipt of certification of the consummation of the Transfer within ten (10) days of such consummation and subject to the terms and provisions of this Consent.

NOW, THEREFORE, Owner hereby consents to the Transfer, subject to the following terms and conditions:

1. Ratification by Provider. Provider hereby ratifies and confirms its obligations under the Agreement and represents and warrants to Owner that it has no defenses thereto. Additionally, Provider further confirms and ratifies that, as of the date hereof, (a) the Agreement is and remains in good standing and full force and effect, and (b) Provider has no claims, counterclaims, set-offs or defenses against Owner arising out of the Agreement or in any way relating thereto.
2. Further Transfers or Mergers. Provider and its successors-in-interest will not, without the prior written consent of Owner in each instance, assign the Agreement, sublet the Roof Area and Equipment Area or any part thereof, merge with any other corporation or business entity, or enter into any transaction which results in a change of control of Provider, except as permitted in the Agreement.

3. Owner's Obligations. Notwithstanding anything to the contrary contained in any document entered into in furtherance of the Transfer (any such document being a "Transfer Document"), neither any Transfer Document nor this Consent shall enlarge or increase Owner's obligations or liability under the Agreement or otherwise.
4. Representations. As a material inducement for Owner's consent, Provider and Transferee represent that: (a) Transferee will remain a distinct entity from Provider after the Transfer and (b) Transferee will maintain substantially all of its assets and net worth subsequent to the Transfer.
5. Consent. Owner hereby conditionally consents to the Transfer subject to the payment by Provider of the currently outstanding amount of \$2,278.17 within ten (10) days of the closing of the Transfer. If Provider shall fail to make such payment, then (i) Owner in its sole discretion may elect to rescind its consent and (ii) Provider will be immediately in default and Owner shall not be required to provide further notice before taking further action as required under the Agreement, at law or in equity.
6. Brokerage. Provider and its successors-in-interest hereby agree to indemnify, defend and hold Owner harmless from and against any and all damage, loss, cost or expense, including, without limitation, all attorneys' fees and disbursements, incurred by reason of any claim of or liability to any broker or other person for commissions or other compensation or charges with respect to the negotiation, execution and delivery of documents concerning the Transfer. The obligations of Provider under this paragraph shall survive the expiration or sooner termination of the Agreement.
7. Amendments. This Consent shall not be amended orally, but only by an agreement in writing signed by all parties hereto.
8. Binding Effect. This Consent and the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their successors and permitted assigns, except as otherwise provided for in the Agreement.
9. Recording. This Consent may not be recorded without Owner's prior written consent.
10. Conflicts. In the event of any conflicts between the provisions of this Consent and the provisions of the Transfer Documents, the provisions of this Consent shall control.

[Remainder of page intentionally left blank]

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

OWNER:

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Crescent Real Estate Equities, Ltd.,
a Delaware corporation,
its general partner

By: _____
Name: _____
Title: _____

PROVIDER:

MOBEX NETWORK SERVICES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TRANSFeree:

MARITIME COMMUNICATIONS/LAND MOBILE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Site Name	Site Location	County	State	Call Sign	Lessor	Executed	Monthly Rate	Term	Termination Date	Contract #	Notes	Estoppel Sent	Estoppel Signed
Augusta aka Barton Chapel	2400 Barton Chapel Rd. Augusta, GA Barton Chapel #3 Tower	Richmond	GA	WHV740-2	AAT Communications Corp. 5th Floor Woodbridge Place 517 Route One South Iselin, NJ 08830	10/01/2002	832.00	1 yr. With 5 yr. Renewals	10/01/08	Acc. # 20039	4% annual	Y	Y - I received this morning.
Aurora	Billter Road, Aurora, IL	Kane	IL	Fill-In	Aurora Antenna Rental	12/01/2003	1,079.00	5 yr IT, 1 - five year renewal w/6 month notice	12/01/08		5% annual increase	Y	Y
Baltimore	3900 Hooper Ave., Baltimore City, MD 21211	Baltimore	MD	WRV374-31	Cunningham Communications	6/1/2000	1,215.51	Initial 5 yr. Term, (2) 5 yr. Extensions with 6 month advance notice	06/01/05		5% annual increase, rent is for currently installed equipment, increase at lessor descretion with additional equipment, need to move license to Legg Mason	Y	they sent revised paperwork for our approval —should sign soon
Brown's Hill (aka Portland aka WGME aka Raymond)	Raymond	Cumberland	ME	WRV374-20	WGME		\$ 550.00				Lease not yet signed, site installed 11/00		Tim was going to work on this as there exists no signed lease agreement
Buffalo aka Grand Island	Between Ransom & Whitehave Ave., 75 MI NW of E River, Buffalo, NY	Erie	NY	KUF732-5	Western New York Public Braodcating Association Horizons Plaza, 140 Lower Terrace, Bubbalo, NY 14202	06/01/2001	1,267.24	Initial 5 yr. Term, (2) renewals with 90 day written notice	06/01/06		6% annual increase or CPI-U, (2) antennas and 24X24X84 floor space		
Charleston	6 Braswell St., Charleston SC	Charleston	SC	WRV374-23	Resco Tower Co. 116 Bull St. Savannah GA 31401	03/01/2001	637.64	Initial 5 yr. Term, AR-(2) 5 yr. Terms, 90 days to term, can term w/ 6 months rent	03/01/06	TRCHA2	4.5% or CPI, Rent \$560/mo., Power \$25/mo., (2) antennas and 1 rack of equipment	Y	Have not returned any of my calls
Charlevoix	13822 Douglas Road, Cheboygan, MI	Cheboygan	MI	KCE278-1	Northern Star Broadcasting, LLE, 213 South Airport Road West, Traverse City, MI 49686	06/01/2001	519.17	Initial 5 yr. Term, 6 mo. Written notice for additional 5 yr. Renewal	06/01/06		4% annual increase, increase at lessor descretion for additional equipment, not sure we should keep this license - it covers sparsely populated areas	Y	Sharon told me we got this one
Chestnut Hill	7600 Stenton Ave, Philadelphia, PA	Philadelphia	PA	Fill-In	Morgan Tower, Inc	09/01/2003	1,175.00	3 yr IT, 1 - three year renewal w/90 days notice	09/01/06		3% annual increase or CPI, \$200/TX freq up to 5, \$175/TX freq 6+	Y	
Cleveland aka WEWS	7080 State Road, Parma, Ohio	Cuyahoga	OH	KUF732-7	WEWS, a division of Scripps Howard Broadcasting Company 3001 Euclid Ave., Cleveland, OH 44115	05/01/2001	1,040.00	Initial 5 yr. Term, (1) 5 yr. AR	05/01/06		4% annual increase, additional \$50/month generator charge Total: \$1,090/mo.	Y	says our lease is over, but i may be able to negotiate with her
Coalinga Microwave	281 Sixth Street, Coalinga, CA	Fresno	CA	M/W	John Schneider 535 Roosevelt St. Coalinga, CA 93210	06/01/2002	125.00	Month-Month, 30 day notice to cancel	month-to-month		extending telephone circuits to Jouquin Ridge	Y	don't need—m/w
Concordville	49 Lacrue Ave, Concordville, PA	Deleware	PA	Fill-In	Communications Management, Inc	10/01/2003	1,200.00	2 yr IT, 2 - five year renewals w/90 days notice	10/01/05		4% annual increase, 10% increase if not renewed and goes to year-to-year, \$200/TX-RX pair	Y	Y

Site Name	Site Location	County	State	Call Sign	Lessor	Executed	Monthly Rate	Term	Termination Date	Contract #	Notes	Estoppel Sent	Estoppel Signed
Delroit aka WKQI	15401 West Mile Road, Oak Park, MI 48237	Oakland	MI	KUF732-4	WKQI-FM/AMFM Michigan, Inc., 15401 West 10 Mile Road, Oak Park MI 48237	06/01/2001	1,124.86	Initial 5 yr. Term, (2) 5 yr. Renewals with 6 mo. Written notice	06/01/06		5% annual increase, (2) antennas and 24X24X84 equipment rack	Y	documents have been submitted for approval—expect an update soon
Erie	8425 Peach St., Summit Township, Pennsylvania	Erie	PA	KUF732-6	WQLN - Public Broadcasting of NW Pennsylvania 8425 Peach St., Erie PA 16509	04/01/2001	1,115.00	Initial 5 yr. Term, AR for (1) 5 yr. Renewal, 6 months notice to term	04/01/06		\$3/vertical ft. of coax for 1st antenna and \$2.50/vertical ft. for 2nd antenna	Y	Docs submitted for approval today—will call tomorrow for update
Exchange Place (aka New York City aka Manhattan)	20 Exchange Place, 56th floor, New York, NY 10005	New York	NY	Fill-in	SpectraSite/20 Place Associates LLC, c/o the Wilkoff Group LLC, 220 East 42nd St., New York, NY 10017	10/11/2000	1,124.86	2 yr IT, 3 - five year AR, 6 month notice to term	10/11/07		4% annual increase, Monthly rate includes \$25 for utilities	Y	don't have phone number
Fejardo aka El Yunque	800002 El Yunque Road 31 Km 13.4 Luquillo Puerto Rico 00773	Not applicable (Puerto Rico)	PR	WRV374-34	Crown Castle Int. Corp. de Puerto Rico PO Box 70284 San Juan PR 00936-8284 or 375 Southpointe Blvd., Cannonsburg, Washington County, PA 15317	12/01/2000	438.70	Initial 5 yr. Term, (1) automatic 5 yr. Renewal, 90 days notice to term	12/01/05	JDE Bus Unit 800002	CPI, (1) antenna and (1) rack of equipment	Y	Just recently returned one of my calls
Frederick	Gambrii Park Road	Frederick	MD	Fill-in	Business Radio Products	02/01/2004	900.00	1 yr IT, 2 - five yr AR	02/01/05		3% annual increase	Y	Y
Fresno - Joaquin Microwave			CA	M/W	Cook's Communications 160 N. Broadway Fresno, CA 93701-1592 559-233-8818		140.00					Y	Y
Gastonia	Crowder's Mtn.		NC	WHV843-5	McSwain Communications, Inc. 319 Eagles Walk Gastonia, NC 28056 704-853-1842 Jerry McSwain	10/01/2002	624.75	1 yr IT, 1 yr renewals @5% increase	12/31/05			Y	Y
Hamden aka WTNH	End of Talmadge Road, Hamden, CT 41° 25' 22" N 72° 57' 06" W	New Haven	CT	WRV374-40	LIN television Co., WTNH-TV 8 Elms Street, New Haven CT 06510 (Phone 203 784 884	04/30/2001	1,000.00	Initial 5 yr. Term (1) AR 5 yr. Renewal, 15% increase upon renewal	04/30/06		(2) antennas (1) equipment rack	Y	Jim told me not to pursue this one
Hemlock Trail	505 Hemlock Trail, Cleveland, SC	Greenville	SC	WHV843-1	WYFF-TV	11/01/2002	1,300.00	1 yr IT, 1 yr AR, 60 day notice to term	11/01/04		\$100/year increase	Terminated	no contact info—lease end date 11/04
LAX (aka Los Angeles Airport aka Furama Hotel)	8055 W. Manchester Blvd., Westchester CA	Los Angeles	CA	Fill-in	California Pacific Corporation, Mr. W Little, PO Box 1380 Los Angeles CA 90078 323-467-5606	03/01/1999	565.00	Initial 5 yr. Term (2) AR 5 yr. Terms	03/01/09		Rent 535.00 and Power 30.00, 4.5% or CPI		
Legg Mason	100 Light Street, Baltimore, MD	Baltimore	MD	Fill-in	Broadcast Services	07/01/2003	1,050.00	3 yr IT, 1 yr AR, 90 day notice to term	07/01/06			Y	Y
												Y	should sign if Maritime fills out the application form

Site Name	Site Location	County	State	Call Sign	Lessor	Executed	Monthly Rate	Term	Termination Date	Contract #	Notes	Estoppel Sent	Estoppel Signed
Little Mtn	SC 202 & US 76	Newberry	SC	WHV843-6	SC Tower, Inc	11/01/2003	200.00	5 year AR, 90 day notice to term	11/01/08		3% annual increase	Y	Y
Miami aka Datran Center	Datran Center, 9100 S. Dadeland Blvd., Miami-Dade, FL 33156	Miami-Dade	FL	WRV374-19	Crescent Real Estate Two Datran Center, Miami, FL, 9130 South Dadeland Blvd., Suite 100, Miami, FL 33156, Attn: Jack Foodrich, 305-670-3056	09/01/2000	740.45	3 yr IT, 1 - three year AR	09/01/06	020400634 N0013	5% annual increase	Y	conditioned approval on a strange document that I forwarded to Dave
Michigan City	SE Quarter Section 7 Township 37 North Range 3 West LaPorte County IN	La Porte	IN	KPB531-2	Hightower Communications LLP 313 Kintzele Rd. Michigan City, Indiana 46360	04/20/2001	600.00	5 yr IT, 2 - five year AR, 120 day notice to term	04/20/06			Y	Y
Milwaukee (aka WVTM)	WVTM Transmitter site, Milwaukee, WI, 4400 N Humboldt Ave	Milwaukee	WI	KPB531-4	WCGV, Inc., 4041 N. 35th Street, Milwaukee, WI 53216	07/14/2001	732.08	Initial 5 yr. Term, (2) 5 yr. Renewals with 6 mo. Written notice	07/14/06		5% annual increase, (2) antennas (1) equipment rack	Y	I approved changes, they are having it executed.
Mt. Adelaide	Bakersfield	Kern	CA	KAE889-8	Applied Technology Group, Inc.	03/01/1999	480.00				5% annual increase	Y	Y
Mt. Constitution	Orcas Island	San Juan	WA	KAE889-20	Mt. Constitutions Sites, Inc. (MCSI), 1535 Marine Drive, Bellingham, WA 98225	06/01/1999	442.75	Initial 1 yr. Term, AR, 30 day notice to term	06/01/05		Annual increase CPI-U	Y	On its way
Mt. Stephensen	Pine Valley	San Diego	CA	KAE889-40	Peak Relay Inc. 29302 Anthony Rd., Valley Center, CA 92082	05/21/1999	325.00	1 yr AR??	05/20/05		Don't have new lease costs. will increase annually by CPI - rent reduced to 162.5	Y	Y
Muskegon	13661 Alger Rd., Grant, MI 49327	Muskegon	MI	KPB531-1	Ken Parish 13661 Alger Ave., Grant, MI 49327 231-834-7082	04/01/2001	313.82	5 yr IT, 2 - 5 yr renewals, 4.5% annual increase	03/31/06			Y	Y
Myrtle Beach (aka Conway)	Tower SC-0007, Conway Myrtle Beach, SC	Horry	SC	WRV374-24	SpectraSite Wireless Towers, Inc., 100 Regency Forest Dr., Suite 400 Cary, NC 27511	11/22/2000	731.16	5 yr IT, 3 - five yr AR	11/22/05	329253 SC0007	4% annual increase	Y	being handled—I expect it will forthcoming
Navassa	1404 Myrtle Ave., Navassa, NC	Brunswick	NC	WRV374-27	Beacon Communications LLC 3330 Wrightsville Ave., Wilmington, NC 28403	02/01/2001	870.00	5 yr IT, added 1yr extension	01/31/07		Rent reduced to 435	Y	Y
Orlando aka Citrus Center	255 S. Orange Ave., #925, Orlando FL	Orange	FL	WRV374-12	Tricony Orlando Limited 255 S. Orange Ave., #925 Orlando, FL 32801	Need executed copy - 12/1/00	652.00	4 yr IT, 3 - five yr AR, 90 day written notice to term	12/01/09	FLA007009	3% Annual Increase	Y	don't have contact info for these people
Portland Microwave	2595 N. W. Skyline Blvd., Portland, OR	Multnomah	OR	M/W	Frontier Communications Corp., PO Box 939, Portland, OR 97207		150.00	Month-Month		Acc. # 0001			don't need—m/w
Portland, (aka KGON)	3075 SW Fairmount Rd, Portland, OR	Multnomah	OR	KAE889-13	Stonehenge Towers, LLC, Mr. Lance Anderson, 1409 140th Place NE, Suite 101, Bellevue, WA 98007 (425)653-5513	06/01/1999	750.00	1 yr IT, 1 yr AR, 30 day notice to term	4/31/06	470400592 N0048	\$350/rack, \$75/antenna, 4% annual increase		working on it

Site Name	Site Location	County	State	Call Sign	Lessor	Executed	Monthly Rate	Term	Termination Date	Contract #	Notes	Estoppel Sent	Estoppel Signed
Reed Center	928 12th Street, Modesto, CA	Stanislaus	CA	M/W	Basic Resources		165.00		month-to-month		M/W Shot to Mt. Oso	Y	don't need m/w
Rehoboth aka WJAR aka NBC	89 Pine Street Rehoboth, MA	Bristol	MA	WRV374-35	NBC Customer Financial Svces Room 5131 30 Rockefeller Plaza New York, NY 10112 Site managed by Spectrasite	08/01/2000	865.28	5 yr IT, no renewal terms	08/01/05		Original lease w/ WJAR Outlet broadcasting (temporary site, \$400/month), rent increased to \$800/month, do not have executed lease with new rent		just returned my call
Richmond aka WRXL	3245 Basie Road, WRXL tower, Richmond, VA 23228	Henrico	VA	WRV374-29	Clear Channel Broadcasting, Inc. 200 Concord Plaza, Suite 600 San Antonio TX 78265-9512	12/01/2000	1,122.90	5 yr IT, 2 - five year renewal w/30 day notice	12/01/05				don't have phone number
Rochester	1156 Highland Ave. Brighton NY	Monroe	NY	KUF732-1	Pinnacle Hill Associates, Inc., 992 Carter St., Rochester NY 14621	05/29/2001	1,000.00	5 yr IT, 1 - five year renewal w/90 days notice - negotiate new rent	05/29/06		3% or CPI annual increase	Y	I received e-mail today 8/26 stating that they'd sign.
Rogers City	1160 F-21 Hwy south, Rogers City, MI 49779	Preque Isle	MI	KCE278-2	State Communications, 342 Clare, Lansing, MI 48917	05/07/2001	424.36	5 yr IT, 2 - five year AR, 90 day notice to term	05/07/06		3% annual increase, need executed copy of lease, no info on location of antennas or number of racks, not sure we should keep this license - it cover sparsely populated areas	Y	Y
Santiago Peak	Corona	Orange	CA	KAE889-14	John Mitchel Company	07/26/2002	1,400.60	1 yr AR??	07/25/05			Y	I expect to get this soon
Savannah	150T Normandy St., aka 835 E. Perry Lane, Savannah, GA	Chatham	GA	WRV374-26	Subcarrier Communications, Inc. 139 White Oak Lane, Old Bridge, NJ 08857	01/04/2001	470.11	5 yr IT, 1 - five yr AR, 60 day notice to term	01/04/06	MWREGI02	5% annual increase	Y	Y
Suffolk aka WVEC aka Indian Trail	5225 Nansemond Parkway, Suffolk VA 23435	N/A, Suffolk is an independent city	VA	WRV374-28	WVEC Television, 613 Woodis Ave., Norfolk, VA 23510	11/09/2000	300.00	5 yr IT, 1 - two year renewal w/3 month notice	11/09/05	110231002 N0006	1.5% annual increase	Y	Y
Syracuse	Sevier Rd., Pompey NY Lat 42: 56' 46"N Long 76° 01' 45" W	Onondaga	NY	KUF732-2	Clark Concrete, Inc. Mr. Harold Heckerman, 434 E. Brighton Ave., Syracuse NY 13210 315-478-4104	04/30/2001	625.00	5 yr IT, 1 - five year renewal w/90 days notice	04/30/06		4.5% or CPI annual increase, Rent includes \$25 utility fee	Y	Y
Tiger Mountain	Seattle	King	WA	KAE889-48	Tiger Mountain Transmitter Sites P.O. Box 152 Bellevue, WA 98009 425-562-3073 Richard D. Collins	06/01/1999	550.00	3 yr IT, renewed 4/24/99 until 12/31/05	12/31/05	WE852147		Y	Y
Toledo	5831 Bay Shore Rd., Oregon OH 43613	Lucas	OH	KUF732-3	Dorothy Gillen, 5831 Bay Shore Rd., Oregon OH 43618	05/10/2001	425.00	Initial 1 yr. (2) AR for 6 months ea.	10/31/03		Rent includes \$25 utility fee, small tower in HAM operators back yard, are we still paying this???	Y	Y
Upper Marlboro	18300 Claggett Landing Road, Upper Marlboro, MD 20772		MD	Fill-In	Case Tucker Communications P.O. Box 424, Cheltenham, MD 20623-0424	09/03/2004	1,250.00	1 yr IT, 5% escalation, 1yr AR, 60 days notice	09/03/05			Y	Sharon said this was on its way---cont act on vacation

Site Name	Site Location	County	State	Call Sign	Lessor	Executed	Monthly Rate	Term	Termination Date	Contract #	Notes	Estoppel Sent	Estoppel Signed
Verdugo Hills	Glendale	Los Angeles	CA	Fill-in	Mountain Union Telecom, 301 N. Fairfax St., Suite 101, Alexandria VA 22314	04/01/2001	900.00	Initial 3 yr. Term, (2) AR @ 3 yr. Each, 90 day notice to term	04/01/07		5% annual increase, \$60/mo. Utility charge	Y	Dave working on this one.

July 15, 2005

Name
Street
City, State, Zip

RE: Mobex Tower Lease/License

Dear Sir or Madam:

Mobex Network Services, LLC, f/k/a Regionet or Watercom ("MNS") has operated communications equipment on your site for the past several years. The purpose of this letter is to inform you that on June 13, 2005, we filed for the FCC's permission to sell MNS's assets to Maritime Communications /Land Mobile, LLC ("MCLM"). As part of this sale, MLMC will be acquiring the equipment located at your site.

Enclosed is a copy of the consent to assignment and estoppel form. This agreement basically permits MLMC to step into MNS's shoes and rent the space from you under the current terms of the lease between us.

We request that you promptly execute this agreement and send it back to our offices at the address given below within ten (10) days. Once executed by MCLM, we will return a copy of the agreement to you for your records.

Mobex Network Services, LLC
Attn: Tim Smith
453 East Park Place
Jeffersonville, Indiana 47310

We appreciate your past patronage and cooperation with us through some difficult times. We understand that any consent to assignment will be predicated on MNS's satisfaction of its outstanding invoices. MNS has retained the services of Schneider, Flint & Associates ("SFA") in regard to full restructuring of the company. Our Board of Directors has given SFA power of attorney to negotiate resolution of our accounts payable, please direct all future communications regarding outstanding invoices to SFA at (703) 934 - 4440 or email to Mr. Schneider at wes@comitigate.com or Ms. Cannamela at acannamela@comitigate.com

If you have any questions, please let me know. Thank you.

Sincerely,

Tim Smith
Vice President, Mobex Network Services, LLC

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and _____ ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each party to that certain lease, dated _____, _____ (the "Lease"), whereby Lessor has leased space on a communications tower/building to Assignor at _____; a copy of the Tower Lease, and all amendments hereto, is attached as Exhibit A and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Tower Lease and Lessor does hereby consent to the assignment of the Lease by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, subject to all conditions, reservations, and limitations contained in the Lease.

2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.

3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:

- a. Lessor is the Lessor identified in the Lease;
- b. Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
- c. The Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease;
- d. The present term of the Lease expires _____;
- e. The current monthly rental fees under the Lease are \$ _____ of which \$ _____ are outstanding;

- f. All rents and other sums due and payable under the Lease as of the date of this Assignment will be paid in full prior to Lessor's consent to assignment being considered effective ; and
- g. Notwithstanding Lessee's default for outstanding rent amounts under Subsection 3(e), neither Lessee nor Lessor is in default under the Lease.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALEXANDRIA, VIRGINIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

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IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR:

By: _____
Name: _____
Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease Agreement and All Amendments Thereto

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and _____ ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each party to that certain lease, dated _____, _____ (the "Lease"), whereby Lessor has leased space on a communications tower/building to Assignor at _____; a copy of the Tower Lease is attached hereto as Exhibit A and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Tower Lease and Lessor does hereby consent to the assignment of the Lease by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, subject to all conditions, reservations, and limitations contained in the Lease.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Lease;
 - b. Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. The Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease;
 - d. The present term of the Lease expires _____;
 - e. The current monthly rental fees under the Lease are \$ _____;
 - f. All rents and other sums due and payable under the Lease as of the date of this Assignment have been paid in full or will be paid in full prior to Lessor's consent to assignment; and

g. Neither Lessee nor Lessor is in default under the Lease.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALEXANDRIA, VIRGINIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR:

By: _____
Name: _____
Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease Agreement and All Amendments Thereto

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement"), is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and CALIFORNIA PACIFIC CORPORATION ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties"), provided Lessee's default is cured in accordance with Lessor's 30 Day Notice of Default, attached hereto.

WITNESSETH

Whereas, Assignor and Lessor are each party to that certain lease, dated February 4, 2001 (the "Lease"), whereby Lessor has leased space on a communications tower/building to Assignor at 8550 Manchester Avenue, Playa del Rey, California; a copy of the Tower Lease is attached hereto as Exhibit A and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Tower Lease and Lessor does hereby consent to the assignment of the Lease by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, subject to all conditions, reservations, and limitations contained in the Lease.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Lease;
 - b. Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. Provided Assignor cures its default in accordance with Lessor's 30-Day Notice of Default sent June 30, 2005 ("Notice of Default"), attached hereto as Exhibit "B", the Lease is otherwise in full force and effect in accordance with its terms;
 - d. Provided default is cured in accordance with terms under the Notice of Default, the present term of the Lease expires February 29, 2007;
 - e. The current monthly rental fees under the Lease are \$673.78; and

- f. All rents and other sums due and payable under the Lease as of the date of this Assignment will be paid in full and all defaults cured, including those set forth in the Notice of Default, prior to Lessor's consent to assignment being considered effective.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN CALIFORNIA SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR: CALIFORNIA PACIFIC CORPORATION

By: _____
Name: _____
Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease Agreement and All Amendments Thereto

EXHIBIT B

Notice of Default

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and _____ ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each party to that certain lease, dated _____, _____ (the "Lease"), whereby Lessor has leased space on a communications tower/building to Assignor at _____; a copy of the Tower Lease is attached hereto as Exhibit A and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Tower Lease and Lessor does hereby consent to the assignment of the Lease by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, subject to all conditions, reservations, and limitations contained in the Lease.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Lease;
 - b. Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. The Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease:
 - d. The present term of the Lease expires _____;
 - e. The current monthly rental fees under the Lease are \$ _____;

- f. All rents and other sums due and payable under the Lease as of the date of this Assignment have been paid in full or will be paid in full prior to Lessor's consent to assignment being considered effective; and
- g. Notwithstanding any amounts due under Subsection 3(f) above, neither Lessee nor Lessor is in default under the Lease.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN CALIFORNIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR:

By: _____
 Name: _____
 Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
 Name: _____
 Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
 Name: _____
 Its: _____

EXHIBIT A

Lease Agreement and All Amendments Thereto

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and Pinnacle Hill Associates ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each party to that certain lease, dated June 30, 2001 (the "Lease"), whereby Lessor has leased space on a communications tower/building to Assignor at 1156 Highland Ave, Brighton, NY; a copy of the Tower Lease, and all amendments hereto, is attached as Exhibit A and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Tower Lease and Lessor does hereby consent to the assignment of the Lease by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, subject to all conditions, reservations, and limitations contained in the Lease.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Lease;
 - b. Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. The Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease;
 - d. The present term of the Lease expires June 30, 2006;
 - e. The current monthly rental fees under the Lease are \$500.00 of which \$5513.55 are outstanding as of September 30, 2005;

- f. All rents and other sums due and payable under the Lease as of the date of this Assignment will be paid in full prior to Lessor's consent to assignment being considered effective ; and
- g. Notwithstanding Lessee's default for outstanding rent amounts under Subsection 3(e), neither Lessee nor Lessor is in default under the Lease.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALEXANDRIA, VIRGINIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

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IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR: PINNACLE HILL ASSOCIATES

By: _____
Name: _____
Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease Agreement and All Amendments Thereto

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and _____ ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each party to that certain lease, dated _____, _____ (the "Lease"), whereby Lessor has leased space on a communications tower/building to Assignor at _____; a copy of the Tower Lease, and all amendments hereto, is attached as Exhibit A and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Tower Lease and Lessor does hereby consent to the assignment of the Lease by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, subject to all conditions, reservations, and limitations contained in the Lease.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Lease;
 - b. Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. The Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease;
 - d. The present term of the Lease expires _____;
 - e. The current monthly rental fees under the Lease are \$ _____ of which \$ _____ are outstanding;

- f. All rents and other sums due and payable under the Lease as of the date of this Assignment will be paid in full prior to Lessor's consent to assignment being considered effective ; and
- g. Notwithstanding Lessee's default for outstanding rent amounts under Subsection 3(e), neither Lessee nor Lessor is in default under the Lease.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALEXANDRIA, VIRGINIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR:

By: _____
Name: _____
Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease Agreement and All Amendments Thereto

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and _____ ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each party to that certain lease, dated _____, _____ (the "Lease"), whereby Lessor has leased space on a communications tower/building to Assignor at _____; a copy of the Tower Lease, and all amendments hereto, is attached as Exhibit A and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Tower Lease and Lessor does hereby consent to the assignment of the Lease by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, subject to all conditions, reservations, and limitations contained in the Lease.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Lease;
 - b. Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. The Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease:
 - d. The present term of the Lease expires _____;
 - e. The current monthly rental fees under the Lease are \$ _____ of which \$ _____ are outstanding;

- f. All rents and other sums due and payable under the Lease as of the date of this Assignment will be paid in full prior to Lessor's consent to assignment being considered effective ; and
- g. Notwithstanding Lessee's default for outstanding rent amounts under Subsection 3(e), neither Lessee nor Lessor is in default under the Lease.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALEXANDRIA, VIRGINIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

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IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR:

By: _____
Name: _____
Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease Agreement and All Amendments Thereto

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and _____ ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each party to that certain lease, dated _____, _____ (the "Lease"), whereby Lessor has leased space on a communications tower/building to Assignor at _____; a copy of the Tower Lease, and all amendments hereto, is attached as Exhibit A and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Tower Lease and Lessor does hereby consent to the assignment of the Lease by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Lease, subject to all conditions, reservations, and limitations contained in the Lease.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Lease according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Lease;
 - b. Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. The Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease;
 - d. The present term of the Lease expires _____;
 - e. The current monthly rental fees under the Lease are \$ _____ of which \$ _____ are outstanding;

- f. All rents and other sums due and payable under the Lease as of the date of this Assignment will be paid in full prior to Lessor's consent to assignment being considered effective ; and
- g. Notwithstanding Lessee's default for outstanding rent amounts under Subsection 3(e), neither Lessee nor Lessor is in default under the Lease.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALEXANDRIA, VIRGINIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

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IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR:

By: _____
 Name: _____
 Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
 Name: _____
 Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
 Name: _____
 Its: _____

EXHIBIT A

Lease Agreement and All Amendments Thereto

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and **Day Management Corporation** ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each a party to those certain leases (collectively the "Leases" or individually a "Lease") set forth more specifically in Exhibit A, whereby Lessor has leased space on a communications tower/building to Assignor at sites in Oregon and Washington ; each Lease is listed hereto and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Leases and Lessor does hereby consent to the assignment of the Leases by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Leases. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Leases, subject to all conditions, reservations, and limitations contained in the Leases.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Leases according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Leases;
 - b. Attached hereto as Exhibit "A" is a listing of each Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. Lessor acknowledges that it has a copy of these Leases or will be provided with copies upon request. The Leases permit the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. Each Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease;
 - d. The present term of the Lease expires: set forth in Exhibit A and each Lease Agreement;
 - e. The current monthly rental fees under the Lease are \$ set forth in Exhibit A and each Lease Agreement;
 - f. All rents and other sums due and payable under each Lease as of the date of this Assignment have been paid in full or will be paid in full prior to Lessor's consent to assignment being considered effective; and

- g. After performing its obligations under that certain Settlement Agreement between Lessor and Lessee, dated August 16, 2005, neither Lessee nor Lessor will be in default under any of the Leases.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALEXANDRIA, VIRGINIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

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IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR: DAY MANAGEMENT CORPORATION

By: _____
Name: _____
Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease Agreements and All Amendments Thereto

See Attached Spreadsheet

ASSIGNMENT OF LEASE AND CERTIFICATE OF ESTOPPEL

This Assignment of Lease and Certificate of Estoppel (the "Agreement") is hereby made and entered into as of _____, 2005 (the "Effective Date"), by and among Mobex Network Services, LLC, a Delaware limited liability company ("Assignor"), Maritime Communications/Land Mobile LLC, a Delaware limited liability company ("Assignee") and **Neuberger Co.** ("Lessor"). (Assignor, Assignee and Lessor are collectively referred to as the "Parties").

WITNESSETH

Whereas, Assignor and Lessor are each a party to those certain leases (collectively the "Leases" or individually a "Lease") set forth more specifically in Exhibit A, whereby Lessor has leased space on a communications tower/building to Assignor at sites in **IA, IL, KY, OH, MN, MS, TN and TX**; each Lease is listed hereto and incorporated herein for all purposes; and

Whereas, in connection with Assignee's purchase of assets from Assignor, pursuant to that certain Asset Purchase Agreement dated May 20, 2005 (the "Asset Purchase Agreement"), Assignor has agreed to assign, and Assignee has agreed to accept assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests Assignor may have in and to the Leases and Lessor does hereby consent to the assignment of the Leases by Assignor to Assignee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment of Leases. Assignor hereby assigns, transfers, delivers, and conveys, and by these presents does assign, transfer, deliver, and convey, to Assignee all of the Assignor's rights, title, interests, benefits, privileges, duties, and liabilities in and to the Leases, subject to all conditions, reservations, and limitations contained in the Leases.
2. Assumption by Assignee. By its execution hereof, Assignee hereby assumes, accepts, covenants and agrees to perform any and all obligations, terms, covenants and conditions of Assignor as set forth in the Leases according to the terms set forth therein.
3. Acknowledgement/Estoppel by Lessor. By its execution hereof, Lessor consents to the assignment by Assignor to Assignee and further acknowledges and agrees that:
 - a. Lessor is the Lessor identified in the Leases;
 - b. Attached hereto as Exhibit "A" is a listing of each Lease in effect by and between Lessor and Assignor together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. Lessor acknowledges that it has a copy of these Leases or will be provided with copies upon request. The Leases permit the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
 - c. Each Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Assignor has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease;
 - d. The present term of the Lease expires: set forth in Exhibit A and each Lease Agreement;
 - e. The current monthly rental fees under the Lease are \$ set forth in Exhibit A and each Lease Agreement;
 - f. All rents and other sums due and payable under each Lease as of the date of this Assignment have been paid in full or will be paid in full prior to Lessor's consent to assignment being considered effective; and

g. Neither Lessee nor Lessor is in default under any of the Leases.

Lessor acknowledges that Assignee, its successors and/or assigns will rely on this Certificate in agreeing to acquire the rights under the Lease from the Assignor, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor hereinabove.

Full Authority/Capacity. The Lessor hereby warrants and represents, each to the other, that it has taken all action required to be taken to authorize the execution of this agreement in the capacity indicated, or has the full capacity to enter into this agreement.

Governing Law/Venue. THIS ASSIGNMENT IS MADE PURSUANT TO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND APPLICABLE FEDERAL LAW. THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN ALEXANDRIA, VIRGINIA, SHALL HAVE JURISDICTION OVER ALL MATTERS ARISING UNDER THIS ASSIGNMENT AND SHALL BE THE EXCLUSIVE FORUM IN WHICH TO ADJUDICATE SUCH MATTERS.

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IN WITNESS WHEREOF, Lessor has duly executed the Agreement as of the date first written above.

LESSOR:

By: _____
Name: _____
Its: _____

ASSIGNOR: MOBEX NETWORK SERVICES, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE: MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease Agreements and All Amendments Thereto

See Attached Spreadsheet

Site Name	Site Location	County	State	Call Sign	Lessor	Coordinates	Executed	Monthly Rate	Term	Termination Date	Contract #	Set up as Recurring?	Notes	TX Location	RX Location	Type of hardline	# of racks	Purpose	Revenue Generating	Estoj Se
Allentown aka Bethlehem aka Savercool	1828 Savercool Ave.	Lehigh	PA	WRV374-16	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	40-35-53N, 75-25-07W	04/01/2000 (ammendm ent date)	486.20	Initial term 5 yrs., 30 day written notice after initial term	04/01/05	480400230 N0013	No	5% annual increase, \$200/unit and \$100/antenna	160	200	7/8"	one			
Augusta aka Barton Chapel	2400 Barton Chapel Rd. Augusta, GA Barton Chapel #3 Tower	Richmond	GA	WHV740-2	AAT Communications Corp. 5th Floor Woodbridge Place 517 Route One South Iselin, NJ 08830	33-26-15N, 82 05-25W	10/1/2002	832.00	1 yr. With 5 yr. Renewals	10/01/08	Acc. # 20039		4% annual	360		7/8"	one	License Holder	N	Y
Aurora	Bitler Road, Aurora, IL	Kane	IL	Fill-In	Aurora Antenna Rental		12/1/2003	1,079.00	5 yr IT, 1 - five year renewal w/6 month notice	12/01/08		Yes	5% annual increase	400	430	7/8"	two	License Holder	N	Y
Avon aka Deercliff Rd., aka Hartford	376 Deercliff Rd., Hartford CT 06001	Hartford	CT	WRV374	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232 (941-364-8886)	41-46-30N, 72-48-4W	5/30/2001	983.99	Initial term 5 yrs., 3 automatic 5 yr. renewals	05/30/06	200236001 N6504	No	5% annual increase, rent based on 2 antennas and 1 box, increase at lessor discretion with additional equipment	300	232	7/8"	one	PassPort - Chicago License Holder	Y N	Y Y
Baltimore	3900 Hooper Ave., Baltimore City, MD 21211	Baltimore	MD	WRV374-31	Cunningham Communications	39-20-05N, 76-39-03W	6/1/2000	1,215.51	Initial 5 yr. Term, (2) 5 yr. Extensions with 6 month advance notice	06/01/05		Yes	5% annual increase, rent is for currently installed equipment, increase at lessor discretion with additional equipment, need to move license to Legg Mason	375	400	7/8"	one			Y
Bethesda	5202 River Road, Bethesda, MD	Montgomery	MD	Fill-In	Pinnacle Towers	38-37-49.9 N, 77- 6-17.1 W	6/1/2003	1,260.00	36 Month IT, 5% escalation, 3 AR of 36 Months	06/01/06	140479001 N0037			600	550	7/8"	2	License Holder	N	Y
Boston	One Beacon	Suffolk	MA	Fill-In	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232		8/1/2001	882.00	5 yr IT, 3 - five year AR, 90 day written notice	08/01/06	220400847 N0028		5% Annual Increase - Need to terminate	Roof	60	1/2"	one	PassPort - Baltimore/DC	Y	Y
Brown's Hill (aka Portland aka WGME aka Raymond)	Raymond	Cumberland	ME	WRV374-20	WGME	43-55-28N, 70 29-28W		\$ 550.00					Lease not yet signed, site installed 11/00					Fill-in	N	Y
Buck Mt.	Eugene	Lane	OR	KAE889-22	ATC American Towers, Inc. (lease payments) PO Box 30000 Hartford CT 06150-5305 (correspondence) 116 Huntington Ave., Boston, MA 02116	44-11-47N, 122-59-12W	8/10/1999	791.00	Initial 5 yr. Term, (2) 3 yr. AR, 90 day notice to term	08/10/07	WE821413		Initial lease \$575/mo. + \$100/mo. Microwave fee + \$35 electricity, 4% annual increase, (2) antennas and 2X2X7 floor space	225	225		one	License Holder	N	
Buffalo aka Grand Island	Between Ransom & Whiteave Ave., 75 MI NW of E River, Buffalo, NY	Erie	NY	KUF732-5	Western New York Public Broadcating Association Horizons Plaza, 140 Lower Terrace, Buffalo, NY 14202	43-01-48N, 78-55-15W	6/1/2001	1,267.24	Initial 5 yr. Term, (2) renewals with 90 day written notice	06/01/06		Yes, to Sharon 5/30	6% annual increase or CPI-U, (2) antennas and 24X24X84 floor space	260	300		one	MPT-1327 - NW	N	Y
Capital Peak	Olympia	Thruston	WA	KAE889-34	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	46-58-23N, 123-08-19W	7/1/1999	467.95	Initial 1 yr. Term, AR, 30 day notice to term	07/01/05	190401005 N0034		4% annual increase, \$300/equipment rack, \$50/ antenna	120	160	7/8"	one	License Holder	N	Y
																		MPT-1327 - NW	N	Y

Site Name	Site Location	County	State	Call Sign	Lessor	Coordinates	Executed	Monthly Rate	Term	Termination Date	Contract #	Set up as Recurring?	Notes	TX Location	RX Location	Type of hardline	# of racks	Purpose	Revenue Generating	Estimate
Charleston	6 Braswell St., Charleston SC	Charleston	SC	WRV374-23	Resco Tower Co. 116 Bull St. Savannah GA 31401	32-49-16.26N, 79-57-26.35W	3/1/2001	637.64	Initial 5 yr. Term, AR-(2) 5 yr. Terms, 90 days to term, can term w/ 6 months rent	03/01/06	TRCHA2	Yes, 3/26/01	4.5% or CPI, Rent \$560/mo., Power \$25/mo., (2) antennas and 1 rack of equipment	300	250		one			
Charlevoix	13822 Douglas Road, Cheboygan, MI	Cheboygan	MI	KCE278-1	Northern Star Broadcasting, LLE, 213 South Airport Road West, Traverse City, MI 49686	45-39-45N, 84-38-15W	6/1/2001	519.17	Initial 5 yr. Term, 6 mo. Written notice for additional 5 yr. Renewal	06/01/06		Yes, 6/8/01 to Sharon	4% annual increase, increase at lessor discretion for additional equipment, not sure we should keep this license - it covers sparsely populated areas	150				License Holder	N	Y
Chestnut Hill	7600 Stenton Ave, Philadelphia, PA	Philadelphia	PA	Fill-In	Morgan Tower, Inc		9/1/2003	1,175.00	3 yr IT, 1 - three year renewal w/90 days notice	09/01/06			3% annual increase or CPI, \$200/TX freq up to 5, \$175/TX freq 6+	70	125		two	License Holder	N	Y
Clearwater	Clearwater/St. Pete ATC Site Number 075109 5500 Ulmerton Road Clearwater, FL	Pinellas	FL	WRV374-39	ATC American Towers, Inc. (lease payments) PO Box 30000 Hartford CT 06150-5305 (correspondence) 116 Huntingon Ave., Boston, MA 02116	27-53-30N, 82-42-26W	12/1/2000	931.89	Initial 5 yr. Term, (4) automatic 5 yr. Renewals	12/01/05	SE'015628	No	5% annual increase, (2) antennas (1) equipment rack	145			two	PassPort - Philadelphia	Y	Y
Cleveland aka WEWS	7080 State Road, Parma, Ohio	Cuyahoga	OH	KUF732-7	WEWS, a division of Scripps Howard Broadcasting Company 3001 Euclid Ave., Cleveland, OH 44115	41-22-45N, 81-43-12W	5/1/2001	1,040.00	Initial 5 yr. Term, (1) 5 yr. AR	05/01/06		Yes, 7/2/01 to Sharon	4% annual increase, additional \$50/month generator charge Total: \$1,090/mo.	230	270		two	License Holder	N	Y
Coalinga Microwave	281 Sixth Street, Coalinga, CA	Fresno	CA	M/W	John Schneider 535 Roosevelt St. Coalinga, CA 93210		6/1/2002	125.00	Month-Month, 30 day notice to cancel	month-to-month			extending telephone circuits to Jouquin Ridge					License Holder	N	Y
Concordville	49 Lacure Ave, Concordville, PA	Deleware	PA	Fill-In	Communications Management, Inc		10/1/2003	1,200.00	2 yr IT, 2 - five year renewals w/90 days notice	10/01/05		Yes	4% annual increase, 10% increase if not renewed and goes to year-to-year, \$200/TX-RX pair	350	400		two	License Holder	N	Y
Detroit aka WKQI	15401 West Mile Road, Oak Park, MI 48237	Oakland	MI	KUF732-4	WKQI-FM/AMFM Michigan, Inc., 15401 West 10 Mile Road, Oak Park MI 48237	42-28-58N, 83-12-19W	6/1/2001	1,124.86	Initial 5 yr. Term, (2) 5 yr. Renewals with 6 mo. Written notice	06/01/06		Yes, 7/9/01 (revision) to Sharon	5% annual increase, (2) antennas and 24X24X84 equipment rack	250	300	7/8"	one	PassPort - Philadelphia	Y	Y
Dix Hill	127 Burrs Lane, Melville, NY	Suffolk	NY	Fill-In	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	40-46-59 N, 73-22-1 W	10/1/2003	1,000.00	3 yr IT, 2 - three yr AR, 90 day notice to term	10/01/06	100400839 N0044		5% annual increase	235	300	7/8"	2	License Holder	N	Y
Erie	8425 Peach St., Summit Township, Pennsylvania	Erie	PA	KUF732-6	WQLN - Public Broadcasting of NW Pennsylvania 8425 Peach St., Erie PA 16509	42-02-20N, 80-03-45W	4/1/2001	1,115.00	Initial 5 yr. Term, AR for (1) 5 yr. Renewal, 6 months notice to term	04/01/06		No, monthly billing in progress	\$3/vertical ft. of coax for 1st antenna and \$2.50/vertical ft. for 2nd antenna	176	225	7/8" RX: 1/2" TX	one	PassPort - New York	Y	Y
Exchange Place (aka New York City aka Manhattan)	20 Exchange Place, 56th floor, New York, NY 10005	New York	NY	Fill-In	SpectraSite/20 Place Associates LLC, c/o the Witkoff Group LLC, 220 East 42nd St., New York, NY 10017	40-42-18N, 74-00-51W	10/11/2000	1,124.86	2 yr IT, 3 - five year AR, 6 month notice to term	10/11/07		No - monthly billing in progress	4% annual increase, Monthly rate includes \$25 for utilities	Roof	roof		two	License Holder	N	Y
																		PassPort - New York	Y	Y

Site Name	Site Location	County	State	Call Sign	Lessor	Coordinates	Executed	Monthly Rate	Term	Termination Date	Contract #	Set up as Recurring?	Notes	TX Location	RX Location	Type of hardline	# of racks	Purpose	Revenue Generating	Estc St	
Fejardo aka El Yunque	800002 El Yunque Road 31 Km 13.4 Luquillo Puerto Rico 00773	Not applicable (Puerto Rico)	PR	WRV374-34	Crown Castle Int. Corp. de Puerto Rico PO Box 70284 San Juan PR 00936-8284 or 375 Southpointe Blvd., Cannonsburg, Washington County, PA 15317	18-18-36N, 65-47-41W	12/1/2000	438.70	Initial 5 yr. Term, (1) automatic 5 yr. Renewal, 90 days notice to term	12/01/05	JDE Bus Unit 800002	No, monthly billing in progress	CPI, (1) antenna and (1) rack of equipment	20		1/2"	one				
Frederick	Gambriil Park Road	Frederick	MD	Fill-In	Business Radio Products		2/1/2004	900.00	1 yr IT, 2 - five yr AR	02/01/05			3% annual increase	40 below RX	Top	existing	two	License Holder PassPort - Baltimore/DC	N	Y	
Fresno - Joaquin Microwave			CA	M/W	Cook's Communications 160 N. Broadway Fresno, CA 93701-1592 559-233-8818			140.00													
Gastonia	Crowder's Mtn.		NC	WHV843-5	McSwain Communications, Inc. 319 Eagles Walk Gastonia, NC 28056 704-853-1842 Jerry McSwain		10/1/2002	624.75	1 yr IT, 1 yr renewals @5% increase	12/31/05									MPT-1327 - NoCal	N	Y
Goat Mt.	Woodburn	Marion	OR	KAE889-46	Day Wireless Systems Inc., J&D Investments, 4700 SE International Way, Milwaukie, OR 97222	45-07-52N, 122-17-28W	8/15/1999	520.00	Initial 1 yr. Term, AR, 30 day notice to term	08/15/05			4% annual increase, \$200.00/equipment rack and \$100.00/antenna	?	?		one	License Holder	N	Y	
Gold Mountain	Bremerton	Jefferson	WA	KAE889-30	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	47-32-51.11N, 122-46-58.76W	9/1/2000	491.99	Initial 5 yr. Term, (2) AR term of 5 yr.	09/01/05	190400158 N0047	No	5% annual increase, (2) antennas (1) equipment rack, M/W @ 59 feet	94 on east face	139 on east face		one	MPT-1327 - NW	N	Y	
Hamden aka WTNH	End of Talmadge Road, Hamden, CT 41° 25' 22" N 72° 57' 06" W	New Haven	CT	WRV374-40	LIN Television Co., WTNH-TV 8 Elms Street, New Haven CT 06510 (Phone 203 784 884	41-25-22N, 72-57-06W	4/30/2001	1,000.00	Initial 5 yr. Term (1) AR 5 yr. Renewal, 15% increase upon renewal	04/30/06		Yes, sent to Sharon 5/25	(2) antennas (1) equipment rack	325	325		one	MPT-1327 - NW	N	Y	
Hauser Mt.	Palmdale	Los Angeles	CA	KAE889-44	ATC American Towers Inc. 1220 Brickyard Cove Rd., Suite 200 Point Richmond, CA 94801	34-32-50N, 118-12-43W	6/21/1999	703.00	2 yr IT, 2 - three year AR, 90 day notice to term	06/21/07	800425	No	5% annual, round up to nearest dollar	40			one	CCN Lease	Y	Terminated	
Hemlock Trail	505 Hemlock Trail, Cleveland, SC	Greenville	SC	WHV843-1	WYFF-TV		11/1/2002	1,300.00	1 yr IT, 1 yr AR, 60 day notice to term	11/01/04			\$100/year increase	?			one	License Holder	N	Y	
Hillsborough	440 Old South Drive	Orange	NC		Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34234	36-2-43.00N, 79-7-1.50W	11/1/2002	350.00	5 yr IT, 3 - five year AR, 90 day written notice to term	10/31/07	090205006 N0016	No	5% annual increase					License Holder	N		
Independent Hill	13621 Independence Drive, Manassas, VA	Prince William	VA	Fill-In	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34234	38-39-25.2 N, 77-25-59.7 W	2/1/2004	1,350.00	3 yr IT, 3 - three year AR, 90 day notice to term	02/01/07	110400211 N0061		5% annual increase	400	430	7/8"	two	PassPort - Baltimore/DC	Y	Y	

Site Name	Site Location	County	State	Call Sign	Lessor	Coordinates	Executed	Monthly Rate	Term	Termination Date	Contract #	Set up as Recurring?	Notes	TX Location	RX Location	Type of hardline	# of racks	Purpose	Revenue Generating	Estimate
Jacksonville (aka Spaulding)	Jacksonville NW/I-295 ATC Site # 009016 1597 Jays Road Jacksonville, FL	Duval	FL	WRV374-22	ATC American Towers, Inc. (lease payments) PO Box 30000 Hartford CT 06150-5305 (correspondence) 116 Huntington Ave., Boston, MA 02116	30-22-45N, 81-50-00W	12/1/2000	661.50	Initial 5 yr. Term, (4) automatic 5 yr. Renewals	12/01/05	SE15880	No	5% annual increase, @ antennas, (1) equipment rack	218	185	1/2"	one			
Joaquin Ridge	Coalinga	Fresno	CA	KAE889-39	ATC American Towers, Inc. (lease payments) PO Box 30000 Hartford CT 06150-5305 (correspondence) 116 Huntington Ave., Boston, MA 02116	36-18-14N, 120-24-07W	5/1/1999	682.00	5 yr IT, 1 yr AR, 90 days written notice to term	05/01/05	WE854602		4% Annual Increase	140	180		one	License Holder	N	Y
Kenosha (aka Pleasant Prairie)	WNIB 11513 S Green Bay Rd., Kenosha, WI	Kenosha	WI	KPB531-3	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	42-30-36N, 87-53-11W	2/6/2001	814.20	5 yr IT, 3 - five year AR, 90 day written notice to term	02/06/06	300401793 N0013	No	700.00 rent and 38.50 sales tax/month	230	270		one	MPT-1327 - NoCal	N	Y
Lake Zurich	Lake Zurich 1/3 miles sw junction Midlot Lake, IL 60047	Lake	IL	KPB531-5	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	42-14-10N, 88-03-54W	5/1/2001	992.25	5 yr IT, 3 - five year AR	04/30/06	390400392 N0030	No	5% annual increase	270	230		two	License Holder	N	Y
LAX (aka Los Angeles Airport aka Furama Hotel)	8055 W. Manchester Blvd., Westchester CA	Los Angeles	CA	Fill-In	California Pacific Corporation, Mr. W Little, PO Box 1380 Los Angeles CA 90078 323-467-5606	33-57-34N, 118-26-12W	3/1/1999	565.00	Initial 5 yr. Term (2) AR 5 yr. Terms	03/01/09		Yes, 5/17/01	Rent 535.00 and Power 30.00, 4.5% or CPI	Roof	roof		one	PassPort - Chicago	Y	Y
Legg Mason	100 Light Street, Baltimore, MD	Baltimore	MD	Fill-In	Broadcast Services		7/1/2003	1,050.00	3 yr IT, 1 yr AR, 90 day notice to term	07/01/06				Roof - mount 27	roof - mount 8	7/8"	two	PassPort - Baltimore/DC	Y	Y
Little Mtn	SC 202 & US 76	Newberry	SC	WHV843-6	SC Tower, Inc		11/1/2003	200.00	5 year AR, 90 day notice to term	11/01/08		Yes	3% annual increase	?		7/8"	one		Y	Y
Livingston Peak	Camas	Clark	WA	KAE889-3	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	45-40-33N, 122-22-33W	10/1/2000	472.50	5 yr IT, 2 - five year AR, 90 day notice to term	09/30/05	190400490 N0020	No						License Holder	N	Y
Loma Prieta	Los Gatos	Santa Clara	CA	KAE889-33	ATC American Towers Inc. 1220 Brickyard Cove Rd., Suite 200 Point Richmond, CA 94801	37-06-39N, 121-50-31W	1/1/1999	700.00	1 yr AR	01/01/05	WE856674		4% annual increase	160	180		one	MPT-1327 - NW	N	Y
Manassas	Bull Run 1 2204 Ridge Road Prince William, VA 20169	Prince William	VA	WRV374-2	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	38-54-24.01N, 77-40-17.05W	11/30/2000	752.46	Initial 5 yr. Term, (3) 5 yr. AR.	11/30/05	110400202 N0033	No	5% annual increase, move license to Independent Hill and term lease	205	175		one		N	Y
Miami aka Datran Center	Datran Center, 9100 S. Dadeland Blvd., Miami-Dade, FL 33156	Miami-Dade	FL	WRV374-19	Crescent Real Estate Two Datran Center, Miami, FL., 9130 South Dadeland Blvd., Suite 100, Miami, FL 33156, Attn: Jack Foodrich, 305-670-3056	25-41-06N, 80-18-54W	9/1/2000	740.45	3 yr IT, 1 - three year AR	09/01/06	020400634 N0013	No	5% annual increase	Roof			one	License Holder	N	Y
																		License Holder	N	Y

Site Name	Site Location	County	State	Call Sign	Lessor	Coordinates	Executed	Monthly Rate	Term	Termination Date	Contract #	Set up as Recurring?	Notes	TX Location	RX Location	Type of hardline	# of racks	Purpose	Revenue Generating	Estimate
Michigan City	SE Quarter Section 7 Township 37 North Range 3 West LaPorte County IN	La Porte	IN	KPB531-2	Hightower Communications LLP 313 Kintzele Rd. Michigan City, Indiana 46360	41-40-07N, 86-48-21W	4/20/2001	600.00	5 yr IT, 2 - five year AR, 120 day notice to term	04/20/06		Yes, sent to Sharon 5/25		145	185	1/2"	two			
Milwaukee (aka WVTV)	WVTV Transmitter site, Milwaukee, WI, 4400 N Humboldt Ave	Milwaukee	WI	KPB531-4	WCGV, Inc., 4041 N. 35th Street, Milwaukee, WI 53216	43-05-48N, 87-54-19W	7/14/2001	732.08	Initial 5 yr. Term, (2) 5 yr. Renewals with 6 mo. Written notice	07/14/06			5% annual increase, (2) antennas (1) equipment rack	250		7/8"	one	License Holder	N	Y
Mt. Adelaide	Bakersfield	Kern	CA	KAE889-8	Applied Technology Group, Inc.	35-25-47N, 118-44-56W	3/1/1999	480.00				Yes	5% annual increase					License Holder	N	Y
Mt. Constitution	Orcas Island	San Juan	WA	KAE889-20	Mt. Constitutions Sites, Inc. (MCSI), 1535 Marine Drive, Bellingham, WA 98225	48-40-45N, 122-50-31W	6/1/1999	442.75	Initial 1 yr. Term, AR, 30 day notice to term	06/01/05			Annual increase CPI-U	280			one	MPT-1327 - NoCal	N	Y
Mt. Diablo	Walnut Creek	Contra Costa	CA	KAE889-28	ATC American Towers, Inc. (lease payments) PO Box 30000 Hartford CT 06150-5305 (correspondence) 116 Huntington Ave., Boston, MA 02116	37-52-54N, 121-55-05W	4/1/1999	700.00	1 yr AR, 90 day notice to term	03/31/05			4% annual increase	180	200		one	MPT-1327 - NW	N	Y
Mt. Oso	Modesto	Stanislaus	CA	KAE889-37	ATC American Towers, Inc. (lease payments) PO Box 30000 Hartford CT 06150-5305 (correspondence) 116 Huntington Ave., Boston, MA 02116	37-30-31N, 121-22-26W	5/1/1999	682.00	5 yr IT, 1 yr AR, 90 days written notice to term	05/01/05	WE853800		4% annual	10	50		one	MPT-1327 - NoCal	N	Y
Mt. Stephensen	Pine Valley	San Diego	CA	KAE889-40	Peak Relay Inc. 29302 Anthony Rd., Valley Center, CA 92082	32-50-17N, 117-14-56W	5/21/1999	325.00	1 yr AR??	05/20/05		No - existing	Don't have new lease costs, will increase annually by CPI - rent reduced to 162.5					MPT-1327 - NoCal	N	Y
Mt. Tamalpais	San Rafael	Marin	CA	KAE889-27	ATC American Towers, Inc. (lease payments) PO Box 30000 Hartford CT 06150-5305 (correspondence) 116 Huntington Ave., Boston, MA 02116	37-55-44N, 122-35-11W	3/1/1999	708.00	1 yr AR, 90 days written notice to term	03/01/05				40	60		one	MPT-1327 - SoCal	Y	Y
Mt. Toro	Salinas	Monterey	CA	KAE889-26	ATC American Towers, Inc. (lease payments) PO Box 30000 Hartford CT 06150-5305 (correspondence) 116 Huntington Ave., Boston, MA 02116	36-32-06N, 121-37-09W	7/1/1999	682.00	Initial 5 yr. Term, Automatic 1 yr. Renewals, 90 day notice to term	07/01/05	WE851827		4% annual increase, (2) antennas (1) equipment rack	?	?		one	MPT-1327 - NoCal	N	Y
																		MPT-1327 - NoCal	N	Y

Site Name	Site Location	County	State	Call Sign	Lessor	Coordinates	Executed	Monthly Rate	Term	Termination Date	Contract #	Set up as Recurring?	Notes	TX Location	RX Location	Type of hardline	# of racks	Purpose	Revenue Generating	Est. Sc	
Muskegon	13661 Alger Rd., Grant, MI 49327	Muskegon	MI	KPB531-1	Ken Parish 13661 Alger Ave., Grant, MI 49327 231-834-7082	43-18-34N, 85-54-44W	4/1/2001	313.82	5 yr IT, 2 - 5 yr renewals, 4.5% annual increase	03/31/06		Yes 5/14									
Myrtle Beach (aka Conway)	Tower SC-0007, Conway Myrtle Beach, SC	Horry	SC	WRV374-24	SpectraSite Wireless Towers, Inc., 100 Regency Forest Dr., Suite 400 Cary, NC 27511	33-47-06N, 78-52-44W	11/22/2000	731.16	5 yr IT, 3 - five yr AR	11/22/05	329253 SC0007	No - monthly billing in progress	4% annual increase	390			one	License Holder	N	Y	
Navassa	1404 Myrtle Ave., Navassa, NC	Brunswick	NC	WRV374-27	Beacon Communications LLC 3330 Wrightsville Ave., Wilmington, NC 28403	34-15-04N, 78-00-42W	2/1/2001	870.00	5 yr IT, added 1yr extension	01/31/07		Yes 3/8/01	Rent reduced to 435					License Holder	N	Y	
New Bern	3600 Wind Hill Court	Craven	NC		Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	35-8-21.20N, 77-4-39.40 W	10/1/2000	700.00	5 yr IT, 3 - five year AR, 90 day written notice to term	09/30/05	090400003 N0005	No						License Holder	N	Y	
New Britain aka Doylestown	Old Limekiln Rd, Doylestown, PA 18901		PA	Fill-In	ATC	40-19-33.6 N, 75-10-19.4 W	10/1/2004	1,000.00	5 yr IT, 4 - 5 yr AR, 4% annual	10/01/09				300	300	7/8"	2	PassPort - Philadelphia	Y	Y	
Oakland Service Shop			CA	Switch	Day Wireless		4/1/1999	304.17	1 yr IT, 1 yr AR, 30 day notice to term	04/01/05			4% annual increase, audio switch with radios to Diablo, Tam, Loma, Toro, Oso, & Jouguin					MPT-1327 - NoCal	N	Y	
Orlando aka Citrus Center	255 S. Orange Ave., #925, Orlando FL	Orange	FL	WRV374-12	Tricony Orlando Limited 255 S. Orange Ave., #925 Orlando, FL 32801	28-32-21N, 81-22-44W	Need executed copy - 12/1/00	652.00	4 yr IT, 3 - five yr AR, 90 day written notice to term	12/01/09	FLA007009		3% Annual Increase	roof	roof	7/8"	two		N	Y	
Philadelphia (aka Antenna Farm, Banks)	329 W. Domino Lane, Philadelphia, PA	Philadelphia	PA	WRV374-3	American Tower (originally Philcom, LTD.) PO Box 30000 Hartford CT 06150-5305	40-02-30N, 75-14-24W	11/1/2000	713.90	2 yr IT, 2 - five year AR	11/01/07	NE212640	No - cancel recurring, now invoiced monthly by American Tower	4% or CPI starting 11/1/02, try to re-license to Chesnut Hill or cancel if we keep Perrineville and Winterthur	230			one	CCN Lease	Y		
Phoenix	Mt. Baldy	Jackson	OR	KAE889-12	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	42-17-54N, 122-44-59W	2/1/2000	516.59	1 yr IT, 3 - five year AR	02/01/06	470401299 N0013			40	80	1/2"	one	License Holder	N	Y	
Portland Microwave	2595 N. W. Skyline Blvd., Portland, OR	Multnomah	OR	M/W	Frontier Communications Corp., PO Box 939, Portland, OR 97207			150.00	Month-Month			Acc. # 0001						MPT-1327 - NW	N	Y	
Portland, (aka KGON)	3075 SW Fairmount Rd, Portland, OR	Multnomah	OR	KAE889-13	Stonehenge Towers, LLC, Mr. Lance Anderson, 1409 140th Place NE, Suite 101, Bellevue, WA 98007 (425)653-5513	45-29-20N, 122-41-40W	6/1/1999	750.00	1 yr IT, 1 yr AR, 30 day notice to term	4/31/06	470400592 N0048		\$350/rack, \$75/antenna, 4% annual increase	374	394		one	MPT-1327 - NoCal	N		
Prospect	Salem - Prospect Hill #1 (west tower) Marion, OR 97306	Marion	OR	KAE889-8	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	44-50-48N, 123-07-20W	7/1/2001	481.57	5 yr IT, 3 - five year AR, 90 days notice to term	07/01/06	470400135 N0029	No	5% Annual increase	198	164	1/2"	one	MPT-1327 - NW	N		
Rainier Hill	Rainier	Columbia	WA	KAE889-4	Day Wireless Systems Inc.	46-03-18N, 122-55-06W	10/1/2002	973.44	1 yr IT, 1 yr AR, 30 day notice to term	10/01/04			4% annual	74	80		one	MPT-1327 - NW	N	Y	
Reed Center	928 12th Street, Modesto, CA	Stanislaus	CA	M/W	Basic Resources			165.00		month-to-month		Yes	M/W Shot to Mt. Oso					MPT-1327 - NW MPT-1327 - NoCal	N N	Y Y	

Site Name	Site Location	County	State	Call Sign	Lessor	Coordinates	Executed	Monthly Rate	Term	Termination Date	Contract #	Set up as Recurring?	Notes	TX Location	RX Location	Type of hardline	# of racks	Purpose	Revenue Generating	Est S
Rehoboth aka WJAR aka NBC	89 Pine Street Rehoboth, MA	Bristol	MA	WRV374-35	NBC Customer Financial Svcs Room 5131 30 Rockefeller Plaza New York, NY 10112 Site managed by Spectrasite	41-51-54N, 71-17-15W	8/1/2000	865.28	5 yr IT, no renewal terms	08/01/05		No, monthly billing in progress	Original lease w/ WJAR Outlet broadcasting (temporary site, \$400/month), rent increased to \$800/month, do not have executed lease with new rent	400		7/8"	one	License Holder	N	
Richmond aka WRXL	3245 Basie Road, WRXL tower, Richmond, VA 23228	Henrico	VA	WRV374-29	Clear Channel Broadcasting, Inc. 200 Concord Plaza, Suite 600 San Antonio TX 78265-9512	37-36-52N, 77-30-56W	12/1/2000	1,122.90	5 yr IT, 2 - five year renewal w/30 day notice	12/01/05		Yes, sent 1/24/01		470		7/8"	one	License Holder	N	
Riverdale	Riverdale (Wilcox Rd.) 5025 Wilcox Rd., Alamance, NC 28562	Craven	NC	WRV374-36	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	35-00-02N, 76-59-32W	11/6/2000	810.34	5 yr IT, 3 - five yr AR, 90 days notice to term	11/06/05	090384002 N0015	No	5% annual increase	?	?		one	License Holder	N	
Rochester	1156 Highland Ave., Brighton NY	Monroe	NY	KUF732-1	Pinnacle Hill Associates, Inc., 992 Carter St., Rochester NY 14621	43-08-07N, 77-35-02W	5/29/2001	1,000.00	5 yr IT, 1 - five year renewal w/90 days notice - negotiate new rent	05/29/06		Yes, to Sharon 6/29	3% or CPI annual increase	150	190	7/8"	one	License Holder	N	Y
Rockfish	Autry Farm	Hoke	NC		Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	35-0-15.10N, 79-4-14.40 W	11/1/2002	350.00	5 yr IT, 3 - five year AR, 90 day written notice to term	10/31/07	090400191 N0017	No	5% annual increase					License Holder	N	Y
Rogers City	1160 F-21 Hwy south, Rogers City, MI 49779	Preque Isle	MI	KCE278-2	State Communications, 342 Clare, Lansing, MI 48917		5/7/2001	424.36	5 yr IT, 2 - five year AR, 90 day notice to term	05/07/06		Yes, sent to Sharon 5/25	3% annual increase, need executed copy of lease, no info on location of antennas or number of racks, not sure we should keep this license - it cover sparsely populated areas					License Holder	N	Y
Santiago Peak	Corona	Orange	CA	KAE889-14	Fleettalk Management Services P.O. Box 5533 Parisippary, NJ 07054 702-990-3020	33-42-39N, 117-32-01W	7/26/2002	1,400.60	1 yr AR??	07/25/05								License Holder	N	Y
Savannah	150T Normandy St., aka 835 E. Perry Lane, Savannah, GA	Chatham	GA	WRV374-26	Subcarrier Communications, Inc. 139 White Oak Lane, Old Bridge, NJ 08857	32-04-21N, 81-04-45W	1/4/2001	470.11	5 yr IT, 1 - five yr AR, 60 day notice to term	01/04/06	MWREGI02	Sent 1/26	5% annual increase	250		7/8"	1	MPT-1327 & LTR - SoCal	Y	Y
Sears	Chicago	Cook	IL	Fill-in	Pinnacle Towers	41-52-44 N, 87-38-10 W	2/1/2003	1,050.00	2 yr IT, 3 - two yr AR, 90 days notice to term	02/01/05	390400987 N0050		5% annual increase, lease is for 6 antennas and feedline - we are only using 4	90th floor roof, north and south	90th floor roof, north and south	7/8"	two, but we are occupying four	License Holder	N	Y
Selden	Selden Adirondack Dr. Suffolk, NY	Suffolk	NY	WRV374-14	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232	40-50-31N, 73-01-36W	4/1/2001	903.00	5 yr IT??	03/31/06	100400377 N0010	No						PassPort - Chicago	Y	Y
Stokes County	Sauratown Min. Rd.	Stokes	NC	WHV733-1	Pinnacle Towers	36-22-41N, 80-22-15W	10/1/2002	367.50	5 yr IT, 3 - five yr AR, 90 days notice to term	10/01/07	090176004 N0015		5% annual increase	180		7/8"	one	License Holder	N	Y
Suffolk aka WVEC aka Indian Trail	5225 Nansemond Parkway, Suffolk VA 23435	N/A, Suffolk is an independent city	VA	WRV374-28	WVEC Television, 613 Woodis Ave., Norfolk, VA 23510	36-49-00N, 76-28-05W	11/9/2000	300.00	5 yr IT, 1 - two year renewal w/3 month notice	11/09/05	110231002 N0006	yes	1.5% annual increase	sharing Touchtel Communication's antenna			one	License Holder	N	Y

Site Name	Site Location	County	State	Call Sign	Lessor	Coordinates	Executed	Monthly Rate	Term	Termination Date	Contract #	Set up as Recurring?	Notes	TX Location	RX Location	Type of hardline	# of racks	Purpose	Revenue Generating	Est. S:	
Syracuse	Sevier Rd., Pompey NY Lat 42: 56' 46"N Long 76° 01' 45" W	Onondaga	NY	KUF732-2	Clark Concrete, Inc. Mr. Harold Heckerman, 434 E. Brighton Ave., Syracuse NY 13210 315-478-4104	42-56-42N, 76-01-28W	4/30/2001	625.00	5 yr IT, 1 - five year renewal w/90 days notice	04/30/06		Yes, sent to Sharon 5/25	4.5% or CPI annual increase, Rent includes \$25 utility fee	140	100		one				
Tiger Mountain	Seattle	King	WA	KAE889-48	Tiger Mountain Transmitter Sites P.O. Box 152 Bellevue, WA 98009 425-562-3073 Richard D. Collins	47-30-15N, 121-58-28W	6/1/1999	550.00	3 yr IT, renewed 4/24/99 until 12/31/05	12/31/05	WE852147	No						License Holder	N	Y	
Toledo	5831 Bay Shore Rd., Oregon OH 43613	Lucas	OH	KUF732-3	Dorothy Gillen, 5831 Bay Shore Rd., Oregon OH 43618	41-41-02N, 83-24-47W	5/10/2001	425.00	Initial 1 yr. (2) AR for 6 months ea.	10/31/03		Yes, 5/14	Rent includes \$25 utility fee, small tower in HAM operators back yard, are we still paying this???	50			one	MPT-1327 - NW	N	Y	
Trenton	558 Ingham Ave, Trenton, NJ	Mercer	NJ	Fill-In	Pinnacle Towers	40-14-4.9 N, 74-46-0.6 W	9/1/2004	1,250.00	3 yr IT, 3 - 3 yr AR, 5% escalation	09/01/07	4052889			400	350	7/8"	2	License Holder	N	Y	
Upper Marlboro	18300 Claggett Landing Road, Upper Marlboro, MD 20772		MD	Fill-In	Case Tucker Communications PO Box 424, Cheltenham, MD 20623-0424	38-52-33 N, 76-41-22 W	9/3/2004	1,250.00	1 yr IT, 5% escalation, 1yr AR, 60 days notice	09/03/05				500	450	1-1/4"	2	PassPort - Philadelphia	Y	Y	
Valhalla	Valhalla Westchester Community College Westchester, NY 10603	Westchester	NY	WRV374-18	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34233	41-4-13N, 73-47-25W	04/01/01	937.68	Initial 5 yr. Term with (3) Automatic 5 yr. Renewals, 90 day notice to term	04/01/06	100227106 N0016	No	5% annual increase	170	170	1/2" TX, 7/8" RX	two				
Verdugo Hills	Glendale	Los Angeles	CA	Fill-In	Mountain Union Telecom, 301 N. Fairfax St., Suite 101, Alexandria VA 22314	34°12'54"N 118°16'33"W	4/1/2001	900.00	Initial 3 yr. Term, (2) AR @ 3 yr. Each, 90 day notice to term	04/01/07		Yes, 4/25/01	5% annual increase, \$60/mo. Utility charge	2 @ 110	140	1/2"	one				
Verona aka Claridge House	Claridge HSE 1 Claridge Dr., Essex, NJ 07044	Essex	NJ	WRV374-15	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34234	40-50-4.0N, 74-13-22W	04/01/01	937.13	Initial 5 yr. Term, (3) 5 yr. AR, 90 day notice to term	04/01/06	260401266 N0011	No	5% annual increase	Roof	roof	1/2" - TX, 7/8" - RX	2	MPT-1327 - SoCal	Y	Y	
West Palm Beach (aka Mangonia Park)	Mangonia Park (Hill Ave.) 1785 Hill Avenue Palm Beach, FL 33407	Palm Beach	FL	WRV374-8	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34232 (AKA Coverage Plus)	26-45-43.23N, 80-04-41.15W	9/1/2000	914.53	Initial 5 yr. Term, (3) 5 yr. AR, 90 day notice to term	09/01/05	020082006 N0004	NO	5% annual increase	380		7/8"	1	PassPort - New York	Y	Y	
Winterthur	1/2 mi. Ea. Delaware 52, Winterthur Museum bldg., New Castle, DE	New Castle	DE	WRV374-17	Pinnacle Towers 301 N. Cattleman Rd., Suite 300 Sarasota FL 34234	39-48-01N, 75-35-41W	3/29/2001	729.75	5 yr IT??	03/28/06	210400227 7N0014	No						License Holder	N	Y	
																		License Holder	N	Y	

				Y				Y			Estoppel Signed
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							Y	Y	Y		Estoppel Signed
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Regionet

Rent increase
3% per year.

ANTENNA LEASE AGREEMENT

THIS AGREEMENT made this 30th day of June, 2001 by and between:

~~ORIGINAL COPY~~

Pinnacle Hill Associates, Inc.
992 Carter Street
Rochester, NY 14621

As Landlord, and:

Regionet Wireless License, LLC
3700 Campus Dr. Suite 100
Newport Beach, CA 92660

As Tenant,

June 30

WITNESSETH:

I. TOWER SPACE

Subject to the terms, covenants and conditions set forth below, in consideration of payments hereinafter provided to be made by Tenant to Landlord, as the owner of the premises (the "Tower") Landlord hereby agrees to allow Tenant the right to erect, place and maintain two identical antennae ("Tenant's Antennae") on Landlord's one hundred and ninety foot Tower on Pinnacle Hill at 1156 Highland Ave., Town of Brighton, NY, together with the right of Tenant (or it's Landlord approved contractor) to have access to the Tower for the erection and maintenance (at its own expense) of the Tenant's antennae and equipment. The tower shall be known as Pinnacle Hill Associates, Inc. Pinnacle Hill Tower Number One.

The antennae are Sinclair SRL222 antennas, one to be mounted at the one hundred and ninety (190) foot level and the other at the one hundred and fifty (150) foot level of the tower. Each will be connected to it's respective communication equipment inside the building by a feedline of a maximum of seven-eighths (7/8) of an inch in diameter.

Tenant's Antennae and coaxial feed lines will at all times remain the property of Tenant and shall be removed by Tenant or Tenant's agent at Tenant's expense within twenty (20) days after the expiration of this Agreement. If not removed within thirty (30) days, Landlord may remove said equipment and then sell it to cover the cost of removal.

II. PREMISES

In addition to the foregoing, Landlord shall provide, for the sole use of Tenant, housing consisting of a portion of the area of Tenant's equipment building located at the Tower site, for the following Tenant's equipment:

A portion of the twenty by forty foot (20 x 40) common equipment room, with seven and a half foot (7.5) ceiling, on the upper building level will be provided. Building space is used in common with others, such that cooperation and courtesy will be observed.

The following equipment has been located in the above area:

One rack housing one to four 217 MHz. repeaters Model Tait T800
Frequency: 217-220 MHz
Maximum power output: 50 Watts into the antenna

Tenant's equipment will at all times remain the property of Tenant and shall be removed by Tenant or Tenant's agent at Tenant's expense within twenty (20) days after the expiration of this Agreement. If not removed within thirty (30) days, Landlord may remove said equipment and sell it to cover the cost of removal.

III. ACCESS

Tenant shall have unrestricted access to Tenant's Antennae, the feedline and Tenant's equipment housing area, along with right of ingress and egress to the Tower site, three hundred and sixty five (365) days a year, on a twenty four (24) hour-a-day basis.

Tenant agrees that it will permit only authorized engineering and maintenance personnel to enter the tower area or the transmitter building, and will double lock the door (locking both knob and deadbolt) on exiting the premises. Landlord will provide for, at its expense, snow removal from the roadway to the site.

IV. ELECTRICAL POWER

Rental payment described hereafter includes the cost of electricity. The cost of that electricity will be borne by the Landlord.

V. TERM

This Agreement shall be for a term of 5 years, commencing tenants beneficial occupancy and terminating 5 years from the date of commencement unless renewed subject to provisions elsewhere in this agreement. The date on which the Term commences is hereafter referred to as the "Commencement Date".

VI. RENTAL PAYMENT

Tenant covenants to pay to Landlord at it's office, as rent for said premises during the first year of the lease term an annual rental in the sum of Twelve Thousand Dollars (\$12,00000) payable in advance in equal monthly installments of One Thousand dollars (\$1,000.00) on the first of each month commencing on the Commencement Date. If the Commencement Date is other than the first of any month, rent for the month in which the Commencement Date occurs shall be pro-rated and adjusted accordingly, and shall be paid upon the Commencement Date. Annual rental for each year thereafter shall be payable in advance on the first day of each month and shall be equal to the annual rent paid during the immediately preceding year increased by an amount equal to the greater of: (i) three (3) percent of the immediately preceding years' annual rent; or (ii) a percentage equal to the percentage increase in the Consumer Price Index ("C.P.I."), as defined below, in effect during the last month of the immediately preceding term over the C.P.I. in effect one year prior thereto. For the purpose of this lease, the C.P.I. shall mean the Consumer Price Index published by the U. S. Department of Labor for all Urban Consumers (1967=100), all cities.

The Tenant shall pay any cost of collection, including reasonable attorney fees; or to otherwise enforce this agreement or to collect any sums due by Tenant hereunder.

VII. LIMITATION OF LIABILITY

Tenant agrees to exonerate, hold harmless and indemnify Landlord for any and all claims, suits, damages or causes of action for damages to property arising out of and attributable to or resulting from the negligence or acts of Tenant, its agents or employees relating to the use of the Tower and/or Premises intended by this Agreement.

Landlord shall use good commercial practices and shall not be obligated to care for or protect Tenant's Antennae installations or equipment or be liable for any loss or damage to Tenant's Antennae or Tenant's equipment.

VIII. INSURANCE REQUIREMENTS

Throughout the term of this Agreement, Tenant agrees, at its own cost and expense, to maintain comprehensive liability insurance protecting and indemnifying Landlord and Tenant against claims and liabilities for injury, damage to persons or property, or for the loss of life or of property occurring upon the premises provided to Tenant resulting from any act or omission of Tenant, its employees, agents, contractors and subcontractors.

Such insurance shall afford minimum protection of not less than one million dollars (\$1,000,000) in respect of bodily injury or death to any one person or in respect of property damage, not less than fifty thousand dollars (\$50,000). Tenant may carry such insurance in a blanket policy and shall furnish Landlord with a certificate indicating the applicable coverage.

IX. LAW

This Agreement shall be subject to the laws of the State of New York.

Tenant agrees and represents that throughout the term of this Agreement all installations made by Tenant or its agents shall conform to all laws, regulations and Federal, State and municipal regulations having jurisdiction over Tenant's installations. All work done by Tenant (or its agent or contractors), whether in the initial installation or in the repair and maintenance thereof, shall be covered by Workmen's Compensation Insurance in such amounts as are required by law.

Landlord agrees and warrants to Tenant that Tower is compliant with all FCC or FAA painting and lighting requirements.

X. TAXES

Landlord agrees to pay, in a timely manner, the real property taxes on the tower site during the term of this agreement. Any taxes levied, as a result of Tenant's equipment will be born by Tenant.

XI. INTERFERENCE

Tenant and Landlord recognize space on the Tower will be leased to other tenants and that all such tenants are entitled to interference free operation of their facilities.



The Federal Communications Commission defines "Harmful interference", for the purposes of resolving conflicts between stations, as any emission, radiation, or induction which specifically degrades, obstructs or interrupts the service provided by such stations.

Tenant warrants and represents that it will operate its Antennae and associated equipment in such manner as will:

- (a) In no way damage the tower or transmitter Building
- (b) Not interfere with the maintenance of Landlord's Tower
- (c) Not cause harmful interference to prior existing equipment owned either by Landlord or by existing Tenants who had their equipment installed prior to Tenant.

In the event any such interference is claimed, upon written notice to Tenant by Landlord, Tenant shall immediately take all reasonable steps necessary to correct or eliminate such interference within twenty four (24 hours). If said interference is not eliminated within five (5) days of notice, Tenant agrees that it will reduce power or stop operating.

All testing cost will be responsibility of the interfering Tenant, and other Tenants are required to cooperate with the testing. Any cost for filters or other devices to eliminate the interference by the interfering party will be at last Tenant's expense and each Tenant is required to accept any additional filters or other devices to solve the interference.

If interference is not or can not be eliminated within sixty (60) days of notice, Tenant agrees that, at Landlord's option, it shall remove its Antennae and Equipment, this Agreement shall cease and terminate, and neither party hereto shall have any right against the other, except that Tenant shall remove its installations and Equipment and shall leave the premises as required by this Agreement on the termination thereof.

In the event the use by another occupant of the Tower and/or Premises causes radio frequency interference to Tenant's signals transmitted from and/or received at the Premises, and such interference is not eliminated by Tenant within the reasonable time periods noted above by the occupant after Tenant notifies, in writing, Landlord of such interference, Tenant shall have the right upon thirty (30) days prior written notice to Landlord to terminate this Agreement.

XII. LOSS OF TOWER AND/OR PREMISES

In the event of partial or total destruction of said tower or premises by wind or other casualty, the same shall be repaired as expediently as possible at the expense of Landlord. Landlord may elect not to rebuild or repair and may terminate this Agreement by giving notice to Tenant of such election within thirty (30) days of such destruction. If after fifteen (15) days from event of said destruction Tenant is unable to broadcast as a result of casualty from the original antenna elevation, Tenant may terminate this Agreement and stop paying rental without penalty or obligation of any kind. If Landlord elects to repair or rebuild facilities Tenant will be offered the opportunity to resume broadcasting and to continue this Agreement in effect, but no rent shall be payable for the time when Tenant was unable to broadcast.

In the event of loss of possession of Tower and Premises by reason of condemnation or appropriation by any competent authority operating under eminent domain statutes, this Agreement shall cease and terminate effective as of the date possession is to be given to the condemning authority.

XIII. ASSIGNMENT

Tenant may, with Landlord's prior written consent, assign this Agreement or sublet the premises to any parent, affiliate, or subsidiary corporation and may also assign this Agreement with Landlord's prior written consent to any person, firm, corporation or other entity which acquires all or substantially all of Tenant's assets, whether by way of merger, sale of assets, corporate reorganization, etc. Notwithstanding the foregoing, no assignment or subletting made pursuant to this Agreement shall relieve Tenant from any liability under the terms hereof.

XIV. RENEWAL

Provided Tenant is in compliance with all terms and conditions of this agreement, Tenant shall be given the option to extend this Agreement for an additional term of 5 years on the same terms and conditions as herein set forth, except that the annual rent to be paid shall be negotiated by the parties.

If the Tenant elects to extend the Agreement, Tenant must give written notice to Landlord, by certified or registered mail, at least ninety (90) days prior to the expiration of the Agreement.

XV. NOTICE

Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, addressed as follows:

IF TO LANDLORD:

Pinnacle Hill Associates, Inc.
992 Carter Street
Rochester, NY 14621

IF TO TENANT:

Regionet Wireless License, LLC
3700 Campus Drive, Suite 100
Newport Beach, CA 92660

XVI. SURRENDER OF PREMISES

Tenant agrees that at the termination of this Agreement it shall surrender the premises in good order and condition, wear and tear and damage by fire or other casualty excepted, and shall remove all of its property (including any installation and equipment) from the Tower. Any work required to restore the Tower from damage occasioned by the removal of Tenant's installation shall be borne by Tenant.



XVII. ENTIRE AGREEMENT

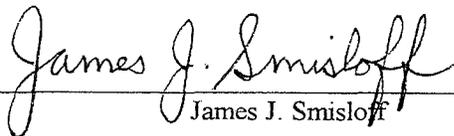
Upon execution and delivery hereof, this Agreement shall constitute the entire Agreement between Landlord and Tenant for the tower and premises. This Agreement can be changed only by an agreement in writing and signed by both parties. The covenants and agreements contained in this Agreement shall bind and inure to the benefit of Landlord and Tenant, their respective successors and assigns, except as otherwise provided herein.

XVIII. VALIDITY AND ENFORCEABILITY

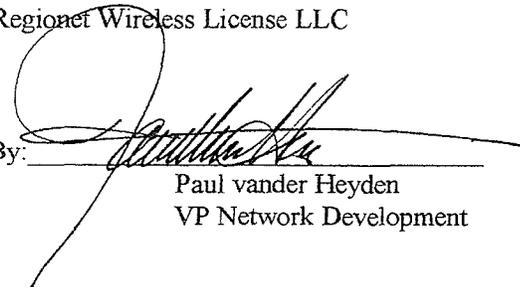
If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

Landlord:
Pinnacle Hill Associates, Inc.

By: 
James J. Smisloff

Tenant:
Regionet Wireless License LLC

By: 
Paul vander Heyden
VP Network Development



Memorandum: Recurring Payment

1170

8840

June 29, 2001

Memorandum for: Sharon Carpenter, Accounting Department
Cc: Rose Newell

Please set up the following lease vendor for recurring payment:

Name: Pinnacle Hill Associates, Inc.
Mailing address: 992 Carter Street, Rochester NY 14621
County: Monroe
Contact person: James Smisloff
Site name: Rochester
Site code: ROC
Site address: 1156 Highland Ave., Brighton, NY
Initial Monthly lease: \$1,000
Prepayment due: None
Commencement date: 6/30/01
Additional payments: None
Terms: 5 years
Rent increases: 3%/year or CPI
Project: CB103
Call Sign: KUF732

Thanks,

Nancy Krajcar
530-265-4768

Location	County	State	Contact	Acreage	Survey	First Right of Refusal	Tax Parcel Number	ZONES	ORIGINAL PURCHASE PRICE	ASSESSOR'S LAND VALUE ESTIMATE	STATUS	Sold to-	Estoppel Sent	Est. Rec.
Arabia	Lawrence	OH	Dennis / Dottie Craig	5.0877	Yes	No	13-022-0700.001	DNA	7,500.00	7,010.00		Matt Neuberger		DNI on 1
Bald Knob	Union	IL	Elizabeth Johnson	3.035	Yes	No	07-17-05-444	DNA	8,500.00	2,660.00	BAD ADDRESS	Matt Neuberger		DNI on 1
Bashan	Meigs	OH	Monid / Donna Good	5.0524	Yes	No	06-00062.001	DNA	8,500.00	9,200.00	Atty has everything, but clients are on vacation until next week. 740-949-1807	Dewayne Good	Y	Y
Bay St. Louis	Harrison	MS	Azria / Tacia Theresa Lander	5.99	Yes	No	0208-09-001.014	DNA	16,000.00	10,350.00	Tim sold-\$1K leaseback, price Ms. Ladner is going to call me back with an atty and contact info (7/30)	Roy Malley		having trouble contacting him--need his address
Beardstown	Morgan	IL	Fred / Joyce Vortman	5.00	Yes	No	02-17-400-008	DNA	10,000.00	3,333.00	7/30 -Joyce Vortman # 217-243-4978 - atty just received paperwork	Joyce Vortman	Y	on its way
Bedford	Trimble	KY	Gladys Colbert	4.412	Yes	No	017-00-00-014.00	DNA*	10,000.00	10,000.00		Matt Neuberger		DNP working on this
Brownsville	Willacy	TX	Ellie Calvin	5.0646	Yes	No	H0400-61-00000-010-01-0	DNA	12,500.00	17,744.00	I'll find Someone!	Matt Neuberger		DNP working on this
Bryant	Jackson	IA	Gladys Cook, Carol Cook, Kaufman, Louis Kaufman	5.28	Yes	Yes	482035400006000.00	DNA	15,000.00	20,000.00		Matt Neuberger		DNP working on this
Commerce	Desoto	MS	Sterling Wilson	5.00	Yes	No	2099-3200-0-00005.02	DNA	20,000.00	17,500.00	Family member will contact us by 8/31 - Nancy Hatcher # 662-280-2578 Spoke with Wanda Gordon today (08/03). They are still interested and moving forward with this. Tim	Matt Neuberger		DNP working on this
Corpus Christi	Aransas	TX	John Sparks	4.8	Yes	No	0848-219-018-000	DNA	20,000.00	17,730.00	I'll find someone!	Hayes Securities Investments, LLC		trying to come to a compromise
Diamond Bluff	Pierce	WI	Don / Donna Steele	5.00	Yes	Yes	030225180942S00205100	DNA	10,000.00	10,800.00	7/30-The Steele's- (302-227-3255 home) agreed to sell property at \$10,800 with a \$1,400 per year leaseback, they're working on it.	Donna Steele	Y	Y
Ft. Walton Beach	Walton	FL		5.00	Yes	No	242S20331800000462	DNA	20,000.00	23,900.00	Sell to Matt for 23,900, \$1000/yr 7/29--sent Matt docs and asked for quick reply. He wants another week to look the whole thing over with council.	Matt Neuberger		DNP working on this
Fulton	Lauderdale	TN	Mary Elem	4.5	Yes	No	04-147-147-00102-000	DNA	7,500.00	8,100.00	BAD ADDRESS	Matt Neuberger		DNP working on this
Grafton	Jersey	IL	Sam / Virginia Bailey	5.00	Yes	No	10-236-013-00	DNA	6,000.00	8,955.00	7/30-Bailey's (618-786-3472) have an atty. Atty hasn't returned my messages, so I called Mr. Bailey--they intend to go through with sale and thought atty was working on it.	Sam & Virginia Bailey	Y	being sent out tomorrow
Hannibal	Ralls	MO	Howard / Dorothy Burditt	4.169	Yes	No	35-09-02394	DNA	11,500.00	5,020.00	Karen Burdit - # 573-248-0784, her atty spent this week working on homicide case. Will get to this first thing this week (7/30)	Karen Burdit	Y	Y
Harshaville	Beaver	PA	Charles Trescher	4.4306	Yes	Yes	62-191-0239-001-1	DNA	5,000.00	2,600.00		Mobex owns		
Hickman	Obion	TN	Carol Rogers	4.00	Yes	No	03-015-015-00501-000	DNA	6,000.00	10,600.00	BAD ADDRESS	Matt Neuberger		DNP working on this
Letitia	Greenup	KY	Irving / Wanda Fannin	4.00	Yes	Yes	015-00-00-028	DNA*	5,000.00	25,000.00	The Fannin's buying--McGinnis (atty) is confused--hasn't heard from Fannin's but wants paperwork anyway. (7/29)	Margaret O'Shea	Y	payment issue--otherwise finished
Midway	Massac	IL		5.22	Yes	No	07-06-100-004	DNA	10,000.00	2,985.00	7/22-Sold to Sharon Watkins. Mr. Wysniewski thinks it will take 2-3 weeks to settle title (7/30) (Dave told me to hire him...)	Sharon & Brian Watkins	Y	Y
Mobile	Mobile	AL	Leroy Bahlman	6.271	Yes	No	R023808270000003.003	DNA	24,000.00	45,400.00	Possibly sold--Charlie Hayes might be interested	Hayes Securities Investments, LLC		trying to come to a compromise
Neel	Adams	OH	Keith / Diana Swearingen	5.00	Yes	No	F08 128-00-00-023.000	DNA	10,000.00	10,000.00	7/23--John Caldwell waiting to hear Swearingen's counteroffer on rent--he's on vacation till the 4th	Keith & Diana Swearingen	Y	Y
New Matamoras	Monroe	OH	Robert / Phyllis Leatherman	5.139	Yes	No	2-021024-0000	DNA	7,500.00	7,430.00		Mobex owns		mobex owns this property
Nicholson	Kenton	KY	Wayne / Glenna Bridges	4.2051	Yes	No	033-00-00-043.00	DNA*	40,000.00	50,000.00	Spoke with Gaylen Bridges on 7/7, paperwork received on 7/19	Thomas and Jody Necamp	Y	Y
Ottawa	LaSalle	IL	Marvin / Beverly Schmitt	5.99	Yes	No	31-07-108-000	DNA	27,000.00	10,230.00	Spoke with Mrs. Schmitt on 7/30 815-856-2549--everything is moving along	Larry, Richard, and Marvin Schmitt	Y	buyer's ready to sign
Peoria	Peoria	IL	Behrent / Doris Riekens	5.00	Yes	No	16-16-200-004	DNA	17,500.00	14,130.00		Matt Neuberger		DNP working on this
Port O'Conner	Calhoun	TX	Alfred / Phyllis Brown	5.00	Yes	No	A0061-0000-0001-AB	DNA	15,000.00	13,000.00		James Waldrop		claims we owe him money--working on this
Ridgeway	Winona	MN	Adolph / Dorothy Mueller	7.00	Yes	Yes	R18.000.3441	DNA	21,000.00	35,900.00	Atty has paperwork moving along--Buyer-- Mr. Waldrop's # is 830-876-8118	Matt Neuberger		DNP working on this
Sabine Pass	Jefferson	TX	Maxine Wilber	6.00	Yes	No	300509-000-026000-00000	DNA	21,000.00	13,500.00	Clayton Funk has package buyer at \$55K for this and Galveston	Hayes Securities Investments, LLC		trying to come to a compromise
Shadyside	Belmont	OH	Ellis / Grace Kocher	4.7198	Yes	No	14-3372.000	DNA	8,000.00	7,330.00	Dennis Wycksof's (740-350-6855) nephew interested and will call me back (called back-7/29)	Joe Ansart	Y	likely will sign
Texas City	Galveston	TX	Caldor / Ruby Wise	5.00	Yes	No	4322-0000-0014-001	DNA	35,000.00	30,000.00	Clayton Funk has package buyer at \$55K for this and Sabine Pass	Hayes Securities Investments, LLC		trying to come to a compromise
Union Star	Breckinridge	KY	John / Mary Popham	5.116	Yes	No	174-268 174-264	DNA*	5,000.00	10,000.00		Matt Neuberger		DNP working on this
									\$440,000.00	460,407.00				
									*Only for new construction					
									Total sold:		\$178,873.00			
									Total in limbo:		\$129,130.00			
									Total remaining:		\$163,904			

PREDMORE341

Leased Land				
Site Name	Owner	Estoppel Sent	Estoppel Received	
Greenville	Vivian Hunt	Y		
Baffin Bay	Riviera Telephone Co	Y		
Bayou Goula	Marie Polk	Y		
Oak Ridge	Waverly Butts	Y		
Morgan City	Richard & Bruce Landry	Y	Y	
Adrian	Pettit Land Co	Y	Y	
Waterloo	Marcellus Floerke	Y		
Sargent	Estate of W.L Stevens	Y		
Harpers Ferry	John & Elenor O'Neil	Y		
West Feliciana	John Willis	Y		
Fords Ferry	MG & Evelyn Corley	Y		
Reynolds	Margaret & William Doonan	Y	Y	
Sherrill	Larry & Sharon Spoerl	Y	Y	
Pine Ridge	Luther & Mina Stowers	Y		
Lake Charles	Bessie Herbert	Y		
Sherrard	George, John, Richard, and Charles Beam	Y	Y	
Pensacola	Avril and Roberta Smith			
Venice	American Tower Corp	Y		
New Iberia	American Tower Corp	Y		

Sally Polk Howard
6521 Sagamore Road
Mission Hills, Kansas 66208

cc: Ruth Emily
3/4/96 *RE*

February 28, 1996

Mr. Richard A. Baker
Vice-President
Waterway Communications System, Inc.
453 East Park Place
Jeffersonville, Indiana 47130

Re: WaterCom Iberville Parish

Dear Mr. Baker:

This letter is to notify you that the estate of Frank Polk has been probated and a Judgment of Possession rendered on December 29, 1995 and recorded in Mortgage Book 291 Entry 78 of Iberville Parish.

This Judgment of Possession affects the lease agreement dated December 11, 1985 between Frank Polk and Marie Pasquali Polk and Waterway Communications System, Inc.

The ownership and addresses are provided to you for your records for future correspondence concerning the lease.

Marie Pasquali Polk, an undivided one-half interest

Eleanor Polk Pearson, Marilyn Polk Garison, and Sally Polk Howard, an undivided one-half interest in the proportion of an undivided one-third each subject to the statutory usufruct of Marie Pasquali Polk.

Marie Pasquali Polk
209 North Arno
Coalgate, OK 74538

Eleanor Polk Pearson
Box 86
Carville, LA 70721

Marilyn Polk Garrison
1734 East 30th Street
Tulsa, OK 74114

Sally Polk Howard
6521 Sagamore Road
Mission Hills, KS 66208

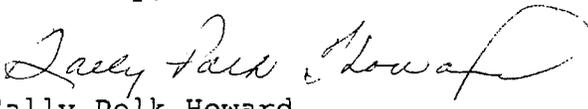
Mr. Richard Baker

Page 2

February 28, 1996

Future correspondence concerning the lease should be sent to each of the parties at the addresses listed above.

Sincerely,


Sally Polk Howard

Waterway Communications System, Inc.

INTEROFFICE CORRESPONDENCE

December 17, 1985

MIKE HARRIS

SUBJECT: Bayou Goula Tower Site

Enclosed is a certified copy of the lease which was filed on the Bayou Goula tower site.

I've also enclosed copies for your file of the documentation submitted by F. Berry Marionneaux concerning the title search on the five acres WATERCOM is leasing.

We expect to be receiving the title insurance policy later this week. I will forward on to you at that time.

R. A. Baker



RAB:pkh

CC with enclosures - M. L. Harris

CC copy of lease enclosure - B. White
C. Whitlatch
R. E. Spence
P. H. Hise
L. P. Halprin

F. BARRY MARIONNEAUX
A PROFESSIONAL LAW CORPORATION
415 RAILROAD AVENUE
PLAQUEMINE, LOUISIANA 70764

December 13, 1985

OFFICE TELEPHONES:
687-6884 PLAQUEMINE
844-1091 BATON ROUGE

Mr. Richard A. Baker
Watercom Communications System, Inc.
453 East Park Place
Jefferson, Indiana 47130

Re: Bayou Goula Site

Dear Mr. Baker:

F/4
Please find enclosed a certified copy of the lease which I filed today, along with my final bill for services rendered in this matter. I will be mailing you the title insurance policy which should be issued Monday by Lawyer's Title Insurance Company.

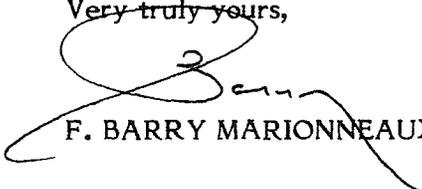
Larry Halprin requested that I send you copies of some of the title documents which we reviewed in this matter. Those documents are enclosed.

The present owner purchased the property in 1951, and the purchase included in excess of 2,000 acres. We were only conducting a title search on the five (5) acres which are leased by Watercom, but we had to examine a large amount of documents to isolate the five (5) acres. Now as you will note by the attachments, once we got beyond the Polk's immediate ancestors in title, the land was owned by many different individuals. The enclosures only show the transfers which included the five (5) acres Watercom now leases, but the documents which we examined in most instances pertained to the entire peninsula which is in excess of 2,000 acres. Additionally Section 50 was divided when its ownership was vested in two different people, necessitating a search for both pieces of property rather than one.

If there are any further questions concerning this matter, please let me know.

With kindest regards, I remain

Very truly yours,


F. BARRY MARIONNEAUX

FBM/slv

Enclosures

FBM 12/16/85

LEASE AGREEMENT

This Lease is made and entered into this 11th day of December, 1985, between Frank Polk and Marie Pasquali Polk, born Pasquali, husband and wife, residents of the full age of majority of the Parish of Iberville, State of Louisiana, Marie Pasquali Polk appearing herein through her duly appointed attorney-in-fact, Eleanor Polk Pearson whose address is Post Office Box 86, Carville, Louisiana 70721, hereinafter called the "Lessor", and Waterway Communications System, Inc., a Delaware corporation represented herein by its duly authorized Vice-President, Richard A. Baker whose address is 453 East Park Place, Jeffersonville, Indiana, 47130, hereinafter called the "Lessee."

WITNESSETH:

Article 1 - Premises

Lessor hereby leases to Lessee and Lessee hereby rents and takes from Lessor, for the term and upon the conditions hereinafter provided, the tract of land (including all improvements thereon) hereinafter referred to as the Land and described as follows:

A certain lot or parcel of land, together with all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 50, Township 9 South, Range 1 East, Southeastern Land District, east of the Mississippi River, situated in Iberville Parish, Louisiana, and designated on a map entitled "Sketch Showing Location of Proposed Radio Tower for WaterCom Iberville Parish, Louisiana," dated October 9, 1985, and revised October 25, 1985, by Gerald Swanson, Registered Land Surveyor, said lot being more particularly described as follows:

Commencing at a point where the northern boundary of the Hunt Correctional Institute property intersects Louisiana Highway 141, said point is marked by a three/4 inch pipe, thence south, 68 degrees 48 minutes 32 seconds east along the northern boundary of Hunt Correctional Institute, said line being marked by a barbwire fence, a distance of 467 feet, thence north 23 degrees 46 minutes 21 seconds east a distance of 467 feet to a point, thence north 68 degrees 48 minutes 32 seconds west, a distance of 467 feet to a point, thence south 23 degrees 46 minutes 21 seconds west, a distance of 467 feet along Louisiana Highway 141 to the point of commencement. Said property is bounded on the north and east by property of Lessors, on the south by property of Hunt Correctional Institution, and on the west by Louisiana Highway 141.

Lessor or in which Lessor has an interest and shall be confined to an area within a along 25 feet of Louisiana Highway 141. The Land and the Appurtenant Easements a hereinafter collectively referred to as the "Premises."

Article 2 - Term

Section 2.00. The term of this Lease (hereinafter the "Term") shall be for an initial period of twenty (20) years commencing on the 11th day of December, 1985, and expiring at midnight on the 10th day of December, 2005, and, at Lessee's option will be extended for an additional period of twenty (20) years under the same terms and conditions.

Section 2.01. Notwithstanding any other provisions of this Lease, Lessee may terminate this Lease at any time after providing written notice to Lessor at least one year in advance of the termination date.

Article 3 - Rent

The Lessee agrees to pay to the Lessor as the rent for the Premises during the Term an annual rent of Four Thousand and No/100 (\$4,000.00) Dollars. The rent shall be payable, in advance, in equal annual installments beginning on the first day of the Term.

Article 4 - Default

Each of the following events shall constitute a default hereunder:

(1) The failure of the Lessee to pay any rent within ten (10) days of the date whereon such payment is due and continuation of such failure for more than fifteen (15) days after notice of such default by the Lessor to the Lessee.

(2) The failure of the Lessee to perform or comply with any of the terms contained in this Lease (other than the obligation to pay rent) and continuation of such failure for more than thirty (30) days after written notice of such default by the Lessor to the Lessee.

The Lessee shall be in default under this Lease, if and only if a default as provided in this Article has occurred.

Article 5 - Use and Covenant of Quiet Enjoyment

Section 5.00 Lessee may construct, install, maintain, repair or replace any improvements, facilities and equipment on the Premises. remove any bus

a period of six (6) months after the termination of the Lease, Lessee will remove all towers, building or other above-ground improvements it has made to the Premises and will remove any underground improvements to a distance of three (3) feet below the surface, except that it may leave any roadway improvements. The Lessor covenants and agrees that the Lessee, on paying the rents and observing its obligation under this Lease may use the Premises for any lawful purpose and shall lawfully, peaceably and quietly hold, occupy and enjoy said Premises during the Term without hindrance, objection or molestation.

Section 5.01. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

Article 6 - Assignment and Sub-Letting

The Lessee shall have the right, at any time or times, without the consent of the Lessor, to assign or sub-let the whole or any part of the parts of the Demised Premises but no assignment or sub-letting shall release the Lessee from any of its obligations under this Lease. Every assignee or sub-lessee of this Lease shall be subject to and bound by all of the provisions of this Lease.

Article 7 - Indemnification of Lessor

Lessee will indemnify and hold Lessor harmless against all claims resulting from Lessee's use and occupancy of the Premises, and all reasonable attorneys fees and court costs incurred by Lessor in defending against said claims.

Article 8 - Entire Agreement, Writing Required for Modification

This Lease contains and embodies the entire agreement of the parties hereto. This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto. This Lease may be recorded and all of the terms and conditions of this Lease, including any renewals or extension thereof, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto and the same shall be construed as covenants running with the land.

stated above. Either party may designate a new address for itself by a written notice in compliance with this Article, 9.

Article 10 - Real Estate Taxes and Assessments

Lessor is solely responsible for and agrees to continue to pay all real property taxes and assessments (hereinafter referred to as "taxes") on the Premises and any adjoining property in a timely manner to provide Lessee with copies of a receipt or cancelled check or other evidence of timely payment of said taxes within thirty (30) days after each payment of said taxes. Should the Lessor fail to pay said taxes when due, the Lessee shall have the right but shall be under no obligation to pay said taxes. In the event that Lessee pays all or any portion of said taxes, said amount shall be immediately due and payable from Lessor to Lessee and Lessee may, at its sole discretion and without limiting any other remedies available to Lessee, apply said amount as a set-off against the next lease payment and reduce the amount of the next lease payment by the sum paid plus the interest which would have been earned on said sum if said sum earned interest at an annual rate of 12% compounded annually. Lessee shall pay to Lessor, on written demand from Lessor, any increase in taxes and assessments that may be levied, assessed, charged, imposed, or claimed on or against the property leased herein resulting from and directly attributable to improvements placed on the property by Lessee.

Article 11 - Farming and Grazing

Lessee will allow Lessor (or their assigns) to use, for the term of the Lease agreement, for farming and/or grazing only, that portion of the land which is not enclosed or used by Lessee, but only to the extent that such farming or grazing activities do not interfere with Lessee's business operations. Lessee will act in good faith in making any determination or interference, but reserves a decision to its sole discretion. Lessee may increase or decrease, without limitation, that portion of the land made available to Lessor or their assigns on ninety (90) days notice without any liability or penalty to Lessor, resulting from said change.

Lessor will exercise all precautions necessary to prevent damage to Lessee's facilities or interference with Lessee's use of the premises. Lessor will

IN WITNESS WHEREOF the parties hereto have caused this Lease to be signed
the day and year first above written.

WITNESSES:

Eleanor Polk Pearson

Leona Jackson

W. H. Harris
Martha Rayner

Frank Polk
FRANK POLK, Lessor

MARIE PASQUALI POLK, Lessor,

By: Eleanor Polk Pearson
Eleanor Polk Pearson, Attorney-
in-Fact for Marie Pasquali Polk

WATERWAY COMMUNICATIONS
SYSTEM, INC., Lessee

By: Richard A. Allen

STATE OF LOUISIANA

PARISH OF IBERVILLE

I, a Notary Public in and for the Parish of Iberville, State of Louisiana, do hereby certify that Frank Polk and Marie Pasquali Polk, through her Attorney-in-Fact, Eleanor Polk Pearson, Lessors herein, personally appeared before me in said Parish and executed the Lease annexed hereto and acknowledged the same to be their true act and deed. Given under my hand and seal this 10th day of December, 1985.

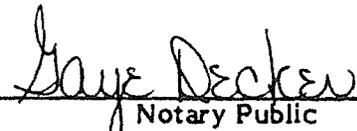


E. BARRY MARIONNEAUX, Notary Public

STATE OF INDIANA

COUNTY OF CLARK

I, Gaye Decker, a Notary Public in and for Clark County of the State of Indiana, do hereby certify that Richard A. Baker of Waterway Communications System, Inc., Delaware corporation, personally appeared before me in said County and executed the Lease annexed hereto, and acknowledged the same to be his true act and deed on behalf of said corporation. Given under my hand and seal this 11 day of December, 1985.



Notary Public

GAYE DECKER - NOTARY PUBLIC
Resident of Clark County Indiana
My Commission Expires Jan. 6, 1988

FACSIMILE TRANSMITTAL SHEET

TO: William Little FROM: David Predmore

COMPANY: _____

FAX #: (323) 463-7260 DATE: _____

PHONE #: (323) 467-5606 PAGES: (including cover page

RE: Mobex Assignment CC: _____

- Urgent
- For Review
- Please Comment
- Please Reply

COMMENTS:

William, please review the following changes to the assignment. I think this one will get it done. Please call me prior to faxing so I can switch over the fax machine and please send the Notice of Default for I have not yet seen it. My fax number is (703) 490-5444
Thanks again.

CONVERTIBLE LOAN AGREEMENT

This Loan Agreement is made and effective this April 15, 2004 by and between Mobex Network Services, LLC (the "Borrower" or the "Company") and Mobex Communications, Inc. (the "Lender").

Whereas, Mobex Network Services, LLC (the "Company") desires to borrow One Million Five Hundred Thousand Dollars (\$1,500,000), and

Whereas, Mobex Communications, Inc. (the "Lender") desires to lend One Million Five Hundred Thousand Dollars (\$1,500,000).

Whereas, The purpose of this Convertible Loan ("Loan") is to provide the Company with sufficient funds to execute its business plan until certain tower assets of the Company are sold.

Whereas, The Lender owns eighty-five percent (85%) of the Company. Nextel Communications, Inc., through its subsidiary Nextel Data Corporation, LLC ("Nextel"), owns fifteen percent (15%) of the Company. Nextel shall have the opportunity to participate in the Loan on a basis equal to its current position as a holder of equity of the Company. In particular, for each \$85 that Lender loans to the Company, Nextel have the opportunity to loan \$15 to the Company on the same terms and at the same time. Thus, the maximum amount of the borrowing under the Loan shall be One Million Seven Hundred and Twenty Five Thousand Dollars (\$1,725,000), if Nextel fully participates.

Now Therefore, the Company and the Lender agree as follows:

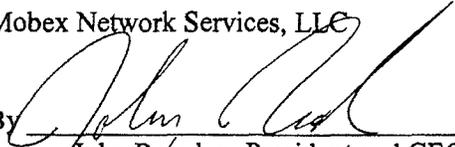
1. **LOAN**: The Loan to the Company by Lender shall be in an amount up to One Million Five Hundred Thousand Dollars (\$1,500,000). The Loan shall be distributed on April 15, 2004.
2. **LOAN PERIOD**: The Company will repay the Loan in its entirety, including all principal and accrued interest, within thirty-six (36) months of the initial disbursement, i.e., April 15, 2007.
3. **INTEREST**: The outstanding principal of the Loan shall accrue at the rate of Prime plus Two Percent (2%) per annum for the duration of the Loan. Interest shall accrue for borrowed funds beginning on the date of disbursement.
4. **CONVERSION**: The Loan may be converted by Lender, at its option, beginning April 15, 2006 (the two year anniversary) into equity at the rate of One Million Dollars equal to 4.45% of new equity in the Company. Thus, a loan in the amount of \$1,500,000 is equal to 6.67% of the equity of the Company, which would be the Lender's share.

5. **LIEN**: Payment shall be secured by a lien on the non-tower related fixed assets of the Company.
6. **LIQUIDATION PREFERENCE**: In the event of dissolution or liquidation of the Company, the Company shall repay the Loan from the net proceeds available to it after the sale of all of the stock or all the assets of the Company.
7. **DEFAULT**: If the Company shall fail to fully repay the Loan amount, including interest, within thirty six (36) months, and the Lender chooses not to convert the Loan into equity, then the Company shall pay as a penalty the maximum allowable rate of interest as allowed by law on the outstanding principal due for each day after thirty six (36) months. The Company may partially repay the Loan amount, provided that it pays the default interest rate on any outstanding principal after the thirty-six (36) month deadline.
8. **SEVERABILITY**: The invalidity or unenforceability of any provision in this Loan Agreement shall not cause any other provision to be invalid or unenforceable.
9. **FINAL AGREEMENT**: This Loan constitutes the final agreement and understanding between the parties on the subject matter hereof and supersedes all prior understandings or agreements whether oral or written. This Loan is evidenced by a Promissory Note from the Lender(s), a copy of which is attached hereto. This Loan may be modified only by a further writing that is duly executed by both parties.
10. **HEADINGS**: Headings used in this Loan Agreement are provided for convenience only and shall not be used to construe meaning or intent.
11. **GOVERNING LAW**: This Loan Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware applicable to agreements made and to be entirely performed therein without giving effect to the conflicts of laws principles thereof.

[***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***]

IN WITNESS WHEREOF, Company and Lender have executed this Loan Agreement on the date first above written.

Mobex Network Services, LLC

By 
John Reardon, President and CEO

Dated: 4/15/04

Mobex Communications, Inc.

By 
Scott Preston, Vice President and CFO

Dated: 4/15/04

PROMISSORY NOTE

\$1,500,000

April 15, 2004

1. FOR VALUE RECEIVED, the undersigned, Mobex Network Services, LLC., a Delaware Limited Liability Company ("Payor"), hereby promises to pay to the order of Mobex Communications, Inc. ("Payee" or "Mobex"), at 1725 Duke Street, Suite 630, Alexandria, VA 22314 or such address as Payee may specify to Payor in writing, without relief from valuation and appraisement laws, in lawful money of the United States of America and in immediately available funds, the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000), plus all accumulated interest payable on the third anniversary of the Closing Date written above, or so much thereof as may have not been repaid from time to time together with interest on the outstanding principal balance hereof. The Note shall bear interest at a rate equal to the prime rate as quoted in the Wall Street Journal plus two percent (2.0%), adjusted on the anniversary date of the closing each year for the next year's calculation of interest; provided however, that the interest rate on the Note shall not exceed seven percent (7%) at any time.
2. This Note may be prepaid in whole or in part, without premium, penalty or discount, at any time, or from time to time, at the option of the undersigned, together with accrued interest on the amount prepaid.
3. This Note shall not be hypothecated or transferred without Mobex's express, written approval in advance.
4. Payment of this Note shall be secured by a lien upon the non-tower assets of Mobex Network Services, LLC.
5. If any of the following events (an "Event of Default") shall occur:
 - (i) Payor shall default in the performance of any of its obligations hereunder and such default shall continue for more than fifteen (15) days after notice thereof from Payee to Payor; or
 - (ii) a decree or order by a court having jurisdiction in the premises shall have been entered for relief in respect of Payor under Title 11 of the United States Code, as now constituted or as hereafter amended (the "Bankruptcy Code"), or under any other applicable Federal or State law, or a receiver, custodian, liquidator, assignee, trustee, sequestrator or other similar official of Payor, or of any substantial part of the property of any thereof shall have been appointed or the winding up or liquidation of the affairs of Payor shall have been ordered and any such decree or order shall continue unstayed and in effect for a period of sixty (60) consecutive days; or
 - (iii) Payor shall file a petition or answer or consent seeking relief under the Bankruptcy Code, or under any other applicable Federal or State law, or consent to the filing of such petition or the appointment of a receiver, custodian, liquidator, assignee, trustee, sequestrator or similar official of Payor or of any substantial part of the property of any thereof, or Payor shall make an assignment for the benefit of

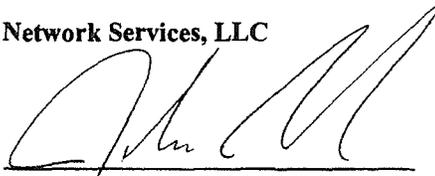
(vi) the breach by Payor of any of the material obligations of Payor and the failure of Payor to cure any such breach within thirty days following notice thereof from Payee to Payor;

then, so long as such Event of Default continues, uncured and unwaived, Payee may, at its option, by written notice to Payor, declare the entire outstanding principal balance hereof (including accrued but unpaid interest thereon) to be immediately due and payable without presentment, demand, protest or other notice and exercise all other remedies available to it hereunder or under applicable law; provided, however, that notice shall not be required for either of the events referred to in clauses (ii) or (iii) hereof, upon the occurrence of which the entire outstanding principal balance hereof (including accrued but unpaid interest thereon) shall be immediately due and payable without presentment, demand, protest or notice, all of which are hereby waived.

7. This Note shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware applicable to instruments made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

Mobex Network Services, LLC

By:



John Reardon, President and CEO

Annex B
Term Sheet for Convertible Loan

Between and Among:

Mobex Network Services LLC (The "Company")

and

Mobex Communications, Inc. (The "Lender")

1. Purpose

The purpose of this Convertible Loan ("Loan") is to provide the Company with sufficient funds to execute its business plan until certain tower assets of the Company are sold.

2. Form

The financing will be in the form of a Loan which shall be made pursuant to a Note and Loan Agreement (the "Note and Loan Agreement") to be entered into between the Company and the Lender. The Note and Loan Agreement shall be executed on or before April 15, 2004.

3. Lender

The Loan is offered by the Lender, Mobex Communications, Inc., as defined above. The Lender owns 85% of the Company. Nextel Communications, Inc., through its subsidiary Nextel Data Corporation LLC ("Nextel"), owns 15% of the Company. Nextel shall have the opportunity to participate in the Loan on a basis equal to its current position as a holder of equity of the Company. In particular, for each \$85 that Lender loans to Company, Nextel shall have the right to loan \$15 to the Company on the same terms and at the same time. Thus, the maximum amount of borrowing under the Note and Loan Agreement shall be One Million Seven Hundred Sixty Four Thousand Seven Hundred and Five Dollars (\$1,725,000), if Nextel fully participates.

4. Loan

The Loan to the Company by Lender shall be in an amount up to One Million Five Hundred Thousand Dollars (\$1,500,000). The loan shall be distributed on or before April 15, 2004.

5. Terms

The Loan shall be granted under the following terms:

- (a) **Loan Period** - The Loan will be repaid by the Company in its entirety, including all principal and interest, within thirty six (36) months of the initial disbursement, i.e. April 15, 2007.
- (b) **Interest** - The outstanding principal of the Loan shall accrue interest at the rate of Prime plus Two Percent (2%) per annum for the duration of the Loan.

- (c) Conversion - The Loan may be converted by Lender, at its option, beginning on April 15, 2006 (the two year anniversary) into equity at the rate of One Million Dollars equal to 4.45% percent of new equity in the Company. Thus, for example, a loan in the amount of \$1,500,000 would be equal to 6.67% of the equity of the Company, which would be Lender's share.
- (d) Liquidation Preference – In the event of dissolution or liquidation of the Company, the Company shall repay the Loan from the net proceeds available to it after the sale of all of the stock or all of the assets of the Company.
- (e) Default -- Notwithstanding subsection 5(b) above, if the Company shall fail to fully repay the Loan amount, including interest, within thirty six (36) months, and the Lender chooses not to convert the Loan into equity, then the Company shall pay as a penalty the maximum allowable rate of interest as allowed by law on the outstanding principal due for each day after thirty six (36) months. The Company may partially repay the Loan amount, provided that it pays the default interest rate on any outstanding principal after the thirty six (36) month deadline.

CONVERTIBLE LOAN AGREEMENT

This Loan Agreement is made and effective this September 10, 2003 by and between Mobex Network Services, LLC (the "Borrower" or the "Company") and Mobex Communications, Inc. (the "Lender").

Whereas, Mobex Network Services, LLC (the "Company") desires to borrow Eight Hundred and Fifty Thousand Dollars (\$850,000), and

Whereas, Mobex Communications, Inc. (the "Lender") desires to lend Eight Hundred and Fifty Thousand Dollars (\$850,000).

Whereas, The purpose of this Convertible Loan ("Loan") is to provide the Company with sufficient funds to execute its business plan until certain tower assets of the Company are sold.

Whereas, The Lender owns eighty-five percent (85%) of the Company. Nextel Communications, Inc., through its subsidiary Nextel Data Corporation, LLC ("Nextel"), owns fifteen percent (15%) of the Company. Nextel shall have the opportunity to participate in the Loan on a basis equal to its current position as a holder of equity of the Company. In particular, for each \$85 that Lender loans to the Company, Nextel have the opportunity to loan \$15 to the Company on the same terms and at the same time. Thus, the maximum amount of the borrowing under the Loan shall be One Million Dollars (\$1,000,000), if Nextel fully participates.

Now Therefore, the Company and the Lender agree as follows:

1. **LOAN**: The Loan to the Company by Lender shall be in an amount up to Eight Hundred and Fifty Thousand Dollars (\$850,000). The Loan shall be distributed in two equal tranches. The first tranche, of Four Hundred and Twenty Five Thousand Dollars (\$425,000), shall be distributed on September 10, 2003. The second tranche shall be distributed on February 1, 2004. At the Company's option, it may decide not to borrow the second tranche.
2. **LOAN PERIOD**: The Company will repay the Loan in its entirety, including all principal and accrued interest, within thirty-six (36) months of the initial disbursement, i.e., September 10, 2003.
3. **INTEREST**: The outstanding principal of the Loan shall accrue at the rate of Prime plus Two Percent (2%) per annum for the duration of the Loan. Interest shall accrue for borrowed funds beginning on the date of disbursement.
4. **CONVERSION**: The Loan may be converted by Lender, at its option, beginning September 10, 2005 (the two year anniversary) into equity at the rate of One Million Dollars equal to 4.45% of new equity in the Company.

Thus, a loan in the amount of \$850,000 is equal to 3.78% of the equity of the Company, which would be the Lender's share. (If Nextel participated in the amount of \$150,000, for example, its share would be 0.67% of the equity of the Company).

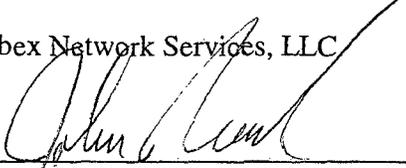
5. **LIEN**: Payment shall be secured by a lien on the non-tower related fixed assets of the Company.
6. **LIQUIDATION PREFERENCE**: In the event of dissolution or liquidation of the Company, the Company shall repay the Loan from the net proceeds available to it after the sale of all of the stock or all the assets of the Company.
7. **DEFAULT**: If the Company shall fail to fully repay the Loan amount, including interest, within thirty six (36) months, and the Lender chooses not to convert the Loan into equity, then the Company shall pay as a penalty the maximum allowable rate of interest as allowed by law on the outstanding principal due for each day after thirty six (36) months. The Company may partially repay the Loan amount, provided that it pays the default interest rate on any outstanding principal after the thirty-six (36) month deadline.
8. **SEVERABILITY**: The invalidity or unenforceability of any provision in this Loan Agreement shall not cause any other provision to be invalid or unenforceable.
9. **FINAL AGREEMENT**: This Loan constitutes the final agreement and understanding between the parties on the subject matter hereof and supersedes all prior understandings or agreements whether oral or written. This Loan is evidenced by a Promissory Note from the Lender(s), a copy of which is attached hereto. This Loan may be modified only by a further writing that is duly executed by both parties.
10. **HEADINGS**: Headings used in this Loan Agreement are provided for convenience only and shall not be used to construe meaning or intent.
11. **GOVERNING LAW**: This Loan Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware applicable to agreements made and to be entirely performed therein without giving effect to the conflicts of laws principles thereof.

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IN WITNESS WHEREOF, Company and Lender have executed this Loan Agreement on the date first above written.

Mobex Network Services, LLC

By



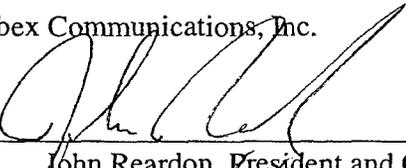
John Reardon, President and CEO

Dated:

9/10/03

Mobex Communications, Inc.

By



John Reardon, President and CEO

Dated:

9/18/03

PROMISSORY NOTE

\$850,000

September 10, 2003

1. FOR VALUE RECEIVED, Mobex Network Services, LLC, a Delaware limited liability company ("Payor"), hereby promises to pay to the order of Mobex Communications, Inc. ("Payee" or "Mobex"), at 225 Reinekers Lane, Suite 770, Alexandria, VA 22314 or such address as Payee may specify to Payor in writing, without relief from valuation and appraisal laws, in lawful money of the United States of America and in immediately available funds, Eight Hundred Fifty Thousand Dollars (\$850,000), payable in full, plus all accumulated interest on the third anniversary date after the Closing Date written above. The Note shall bear interest at a rate equal to the prime rate as quoted in the Wall Street Journal, plus Two Percent (2%) per annum for the duration of the Loan. The interest rate on the Note shall not exceed seven percent (7%) at any time. Interest shall begin to accrue on principal only as it is released to the Payee, i.e., on September 10, 2003 and February 1, 2004.
2. This Note is the Promissory Note deliverable by Payor pursuant to the Loan Agreement, dated September 10, 2003, by and among Payee and Mobex Network Services, LLC. (the "Loan Agreement").
3. Payment of this Note shall be secured by a lien upon all tangible assets of Mobex Network Services, LLC, excluding all towers and tower related assets.
4. This loan may be converted by the Payee, at its option, beginning September 2, 2005 (the two year anniversary) into equity at the rate of One Million Dollars (\$1,000,000) equal to 4.45% of new equity in the company.
5. If any of the following events (an "Event of Default") shall occur:
 - (i) Payor shall default in the performance of any of its obligations hereunder and such default shall continue for more than fifteen (15) days after notice thereof from Payee to Payor; or
 - (ii) Payor shall dissolve or liquidate; or
 - (iii) the breach by Payor of any of the material obligations of Payor under the Loan Agreement and the failure of Payor to cure any such breach within thirty days following notice thereof from Payee to Payor;

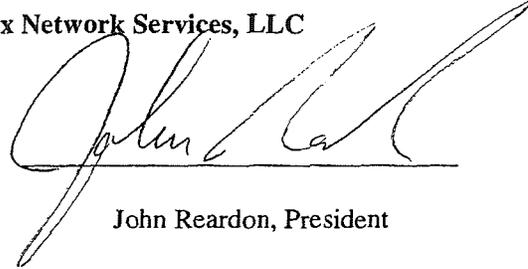
then, so long as such Event of Default continues, uncured and unwaived, Payee may, at its option, by written notice to Payor, declare the entire outstanding principal balance hereof (including accrued but unpaid interest thereon) to be immediately due and payable without presentment, demand, protest or other notice and exercise all other remedies available to it hereunder or under applicable law.

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5. This Note shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware applicable to instruments made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

Mobex Network Services, LLC

By:

A handwritten signature in black ink, appearing to read "John Reardon", is written over a horizontal line. The signature is stylized and cursive.

John Reardon, President

Site #	Site Name	Contract Number	Original Licensee	Date of Agreement	Term Start	Run Rate	Balance due thru 03/05	Current Licensee
00088246	New Britain	75865	Mobex Network Services, LLC	Oct. 1, 2004	Oct. 1, 2004	\$ 1,350.00	\$ 7,533.87	Mobex Network Services, LLC
00090136	Fort Wayne - Cass St	MW011186	D & L Communications, Inc.	Nov. 10, 1995	Nov. 10, 1995	\$ 488.93	\$ 19,631.52	
00090136	Fort Wayne - Cass St	MW011187	D & L Communications, Inc.	Nov. 10, 1995	Nov. 10, 1995	\$ 799.25	\$ 33,462.01	
00090137	FORT WAYNE - MCDONALD ST	MW011188	D & L Communications, Inc.	Nov. 10, 1995	Nov. 10, 1995	\$ 670.04	\$ 43,332.88	
00090137	FORT WAYNE - MCDONALD ST	MW011189	D & L Communications, Inc.	Nov. 10, 1995	Nov. 10, 1995	\$ 1,055.33	\$ 53,877.69	
00090138	Fort Wayne - Hillegas Rd.	MW011190	D & L Communications, Inc.	Nov. 10, 1995	Nov. 10, 1995	\$ 785.63	\$ 30,282.59	
00090138	Fort Wayne - Hillegas Rd.	MW011191	D & L Communications, Inc.	Nov. 10, 1995	Nov. 10, 1995	\$ 167.33	\$ 6,116.12	
00090140	LA GRANGE IN	MW011193	D & L Communications, Inc.	Nov. 10, 1995	Nov. 10, 1995	\$ 62.16	\$ 2,756.24	
00090140	LA GRANGE IN	MW011194	D & L Communications, Inc.	Nov. 10, 1995	Nov. 10, 1995	\$ 162.25	\$ 6,875.46	
00090140	LA GRANGE IN	MW011195	D & L Communications, Inc.	Feb. 14, 1997	Feb. 1, 1997	\$ 450.61	\$ 17,644.88	
00090140	LA GRANGE IN	MW011196	D & L Communications, Inc.	Feb. 14, 1997	Mar. 1, 1997	\$ 136.27	\$ 5,359.34	
00090140	LA GRANGE IN	MW011197	Marantha Christian Fellowship	May 22, 1995	Jul. 1, 1994	\$ 225.00	\$ 9,641.74	
00090136	Fort Wayne - Cass St	MW011247	J & K Communications	Dec. 1, 1988	Dec. 1, 1988	\$ 527.09	\$ 21,132.04	
00090133	Bluffton	MW011552	Mobex Midwest, Inc.	May 1, 1999	Jul. 1, 1999	\$ 3,038.77	\$ 114,624.04	
00050922	West Chester	MW023234	Mobex Communications, Inc.	Jul. 15, 1999	Oct. 1, 1999	\$ 1,914.42	\$ 42,047.84	
00010372	BANKS PA	NE212640	Regionet Wireless Operations, LLC	Aug. 29, 2000	Nov. 1, 2000	\$ 730.04	\$ 13,342.62	Mobex Network Services, LLC
00090253	ORANGEBURG COOK ROAD SC	SE011960	Mobex South Carolina, Inc.	Jul. 23, 1996	Aug. 1, 1996	\$ 1,163.50	\$ 17,193.96	
00075109	CLEARWATER ST. PETE FL	SE015828	Regionet Wireless Operations, LLC	Nov. 9, 2000	Jan. 1, 2001	\$ 978.48	\$ 18,306.01	Mobex Network Services, LLC
00009016	JACKSONVILLE NW I-295 FL	SE015880	Regionet Wireless Operations, LLC	Oct. 25, 2000	Nov. 1, 2000	\$ 729.31	\$ 13,220.16	Mobex Network Services, LLC
00090279	Carthage - Tx	SW012873	United Mobile Network	Dec. 24, 1996	Jan. 1, 1996	\$ 833.06	\$ 9,428.32	
00090288	Daingerfield	SW012874	Mobex Texas, Inc.	Oct. 23, 1998	Nov. 1, 1998	\$ 469.04	\$ 17,615.62	
00090289	LONGVIEW #6 TX	SW012876	United Mobile Network	Jan. 30, 1997	Jan. 1, 1997	\$ 1,405.75	\$ 45,871.24	
00090289	LONGVIEW #6 TX	SW012877	Mobex UMN, Inc. d/b/a United Mobile Network	Jul. 7, 1997	Aug. 1, 1997	\$ 738.73	\$ 27,006.91	
00090294	KILGORE #3 TX	SW012878	Mobex UMN, Inc. d/b/a United Mobile Network	Jan. 30, 1998	Feb. 1, 1998	\$ 100.51	\$ 2,321.66	
00090299	MARSHALL #6 TX	SW012879	Mobex UMN, Inc. d/b/a United Mobile Network	Jul. 7, 1997	Aug. 1, 1997	\$ 960.34	\$ 34,219.95	
00036442	MT ENTERPRISE 1B TX	SW012880	United Mobile Network	Jan. 30, 1997	Jan. 1, 1997	\$ 525.11	\$ 7,984.72	
00090295	Longview #5	SW013250	Mobex UMN, Inc. d/b/a Dogwood Communications	Sept. 24, 1997	Sept. 1, 1997	\$ 633.21	\$ 20,513.25	
00035007	Athens #2	SW014022	Dogwood Communications	Jan. 27, 1998	Dec. 1, 1997	\$ 703.85	\$ 25,122.50	
00090292	Nacogdoches (Johnson)	SW022170	Mobex Communications, Inc.	Oct. 23, 1998	Nov. 1, 1998	\$ 670.70	\$ 22,353.25	
00008004	HAUSER MOUNTAIN, T1	WE800425	Regionet Wireless Operations, LLC	Jun. 21, 1999	Jun. 1, 1999	\$ 768.87	\$ 10,589.43	Mobex Network Services, LLC
00008214	Buck Mountain	WE821413	Regionet Wireless Operations, LLC	Aug. 18, 1999	Aug. 1, 1999	\$ 821.24	\$ 3,185.20	Mobex Network Services, LLC
00008501	MT. DIABLO CA	WE850191	Regionet Wireless, Inc.	Jan. 15, 1999	Feb. 1, 1999	\$ 750.56	\$ 10,273.19	Mobex Network Services, LLC
00008518	TORO, MT CA	WE851827	Regionet Wireless, Inc.	Jun. 21, 1999	Jul. 1, 1999	\$ 734.58	\$ 10,149.57	Mobex Network Services, LLC
00008521	MT. TAMALPAIS T1, CA	WE852147	Regionet Wireless, Inc.	Feb. 8, 1999	Mar. 1, 1999	\$ 762.56	\$ 10,535.94	Mobex Network Services, LLC
00008538	Oso, Mt	WE853800	Regionet Wireless Operations, LLC	Jun. 19, 1999	May 1, 1999	\$ 699.58	\$ 9,713.39	Mobex Network Services, LLC
00008546	JOAQUIN RIDGE CA1	WE854602	Regionet Wireless Operations, LLC	Jun. 21, 1999	May 1, 1999	\$ 734.58	\$ 10,203.39	Mobex Network Services, LLC
00008566	LOMA PRIETA #1 CA	WE856674	Regionet Wireless Operations, LLC	Jan. 15, 1999	Feb. 1, 1999	\$ 762.56	\$ 10,535.94	Mobex Network Services, LLC
00008576	FIFTH & LAUREL	WE857603	Regionet Wireless, Inc.	Aug. 21, 1998	Sept. 1, 1998	\$ 247.76	\$ 1,195.00	Lease cancelled/current at time c

\$ 765,197.38

if cancellation

ANNEX A

Bridge Loan Agreement

MOBEX Funding II LLC ("Lender") hereby agrees to lend the principal sum of up to Seven Hundred Thousand Dollars (\$700,000) to Mobex Network Services LLC ("Borrower"), on the terms and conditions set forth below ("Bridge Loan"); the Borrower, in consideration for such loan, hereby accepts and agrees to such terms and conditions.

1. **Term.** This Bridge Loan shall be for a six (6) month period of time; provided, however, that Borrower may prepay the principal and interest at any time prior to the six month termination date.
2. **Principal Amount.** Borrower shall borrow and Lender shall provide in installments or in total by wire transfer or certified check the principal Bridge Loan sum of up to Seven Hundred Thousand Dollars (\$700,000).
3. **Interest Rate.** For each installment of principal paid to Borrower, Lender shall receive interest at a rate of Twenty Five Percent (25%) per annum.
4. **Maximum Interest.** Notwithstanding any provision to the contrary contained herein or in any other Loan Instrument, Lender shall not collect a rate of interest on any obligation or liability due and owing by Borrower to Lender in excess of the maximum contract rate of interest permitted by applicable law ("Excess Interest"). If any Excess Interest is provided for or determined by a court of competent jurisdiction to have been provided for in this Loan Agreement or any other Loan Instrument, then in such event (i) no Borrower shall be obligated to pay such Excess Interest, (ii) any Excess Interest collected by Lender shall be, at Lender's option, (A) applied to the Principal Balance or to accrued and unpaid interest not in excess of the maximum rate permitted by applicable law or (B) refunded to the payor thereof, (iii) the interest rates provided for herein (the "Stated Rate") shall be automatically reduced to the maximum rate allowed from time to time under applicable law (the "Maximum Rate") and this Loan Agreement and the other Loan Instruments, as applicable, shall be deemed to have been, and shall be, modified to reflect such reduction, and (iv) no Borrower shall have any action against Lender or any of its Officers or Directors for any damages arising out of the payment or collection of such Excess Interest, provided, however, that if at any time thereafter the Stated Rate is less than the Maximum Rate, Borrower shall, to the extent permitted by law, continue to pay interest at the Maximum Rate until such time as the total interest received by Lender is equal to the total interest which Lender would have received had the Stated Rate been (but for the operation of this provision) the interest rate payable. Thereafter, the interest rate payable shall be the Stated Rate unless and until the Stated Rate again exceeds the Maximum Rate, in which event the provisions contained in this subsection again shall apply.
5. **Subordination; Liquidation Preference.** The Borrower shall repay the Loan from the net proceeds available to it upon the first of the following events to occur: (1) the closing of a \$18 Million transaction with Clarity Partners, LP; (2), or upon the

sale of the CCN contract; or (3) the sale of all of the Membership Interests of the Borrower. Net Proceeds shall be those funds available after required repayments by the Borrower of taxes, pre-existing debt to third parties, including but not limited to, CIBC World Markets, and other costs related to the transactions described above.

6. **Default.** In the event that Borrower shall fail to fully repay the Loan amount, including interest, within six (6) months, then the Borrower shall pay as a penalty interest on the outstanding principal due for each day after six (6) months at a rate of eight percent (8%) per month. The Borrower may partially repay the Loan amount, provided that it pays the default interest rate on any outstanding principal after the six month deadline.
7. **Placement Costs.** On or before the six month due date, the Borrower shall pay for all reasonable expenses related to the Loan, including Lender's reasonable legal and other fees incurred in the placement.
8. **Tax and Other Laws.** In the event that by reason of any law, regulation or requirement or interpretation thereof by any Governmental Body, or the imposition of any requirement of any such Governmental Body, whether or not having the force of law, including the imposition of any reserve and/or special deposit requirement, Lender shall be subjected to any tax, levy, impost, charge, fee, duty, deduction or withholding of any kind whatsoever (other than any tax imposed upon the total net income of such Lender) and if any such measures or any other similar measure shall result in an increase in the cost to any Lender of maintaining its Loan or in a reduction in the amount of principal or interest receivable by Lender in respect thereof, then Borrower shall upon demand by such Lender at any time within 180 days after the date on which an officer of such Lender responsible for overseeing this Loan Agreement knows or has reason to know of its right to additional compensation under this section, pay to such Lender additional amounts sufficient to reimburse such Lender against such increase in cost or reduction in amount receivable; provided, however, the if such Lender fails to deliver such demand within such 180 day period, such entity shall only be entitled to additional compensation for any such costs incurred from and after the date that is 180 days prior to the date Borrower receive such demand. A certificate as to the amount of such increased cost, and setting forth in reasonable detail the calculation thereof, shall be submitted to Borrower by such Lender, and shall be conclusive absent manifest error.
9. **Indemnity.** In addition to any other payments payable by Borrower to Lender pursuant to this Bridge Loan Instrument, Borrower shall indemnify and reimburse Lender on demand for any loss or expense which such Lender may sustain (including without limitation, any interest paid by such Lender to lenders of funds borrowed by it to make or carry its Bridge Loan and any loss, expense or liability sustained by that Lender in connection with the liquidation or re-employment of such funds) as a consequence of any prepayment of any Bridge Loan funds prior to the expiration of the six month term of this Bridge Loan Agreement applicable thereto and/or any failure by Borrower to (i) make any payment or prepayment (other than on the last day of the six month period) when due of any amount payable

with respect to the Bridge Loan or (ii) borrow the amount set forth in this Bridge Loan Agreement.

10. **Security.** Borrower's Obligations shall be secured by a Lien upon all of the Borrower's interest in such licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of or transfer of control over such licenses, authorizations and permits.
11. **Authority.** Borrower has full power and authority to enter into, execute, deliver and carry out the terms of the Bridge Loan Agreement to which it is a party and to incur the obligations provided for therein, all of which have been duly authorized by all proper and necessary action and are not prohibited by the organizational instruments of such Borrower.
12. **Binding Agreements.** This Bridge Loan Agreement, when executed and delivered, will constitute the valid and legally binding obligations of Borrower to the extent Borrower is a party thereto, enforceable against such Borrower in accordance with their respective terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting the enforcement of creditors' rights generally, and (ii) equitable principles (whether any action to enforce such document is brought at law or in equity).
13. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default:

(i) **Default in Payment.** If Borrower shall fail to pay all or any portion of Borrower's Obligations when the same become due and payable.

(ii) **Bankruptcy.**

(a) If Borrower shall (i) file, or consent, by answer or otherwise, to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or insolvency under the laws of any jurisdiction, (ii) make an assignment for the benefit of creditors, (iii) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers for such Borrower or for any substantial part of the Property or (iv) be adjudicated insolvent; or

(b) If any Governmental Body of competent jurisdiction shall enter an order appointing, without consent of the Borrower, a custodian, receiver, trustee or other officer with similar powers with respect to Borrower or with respect to any substantial part of the Property belonging to any Borrower, or if an order for relief shall be entered in any case or proceeding for liquidation or reorganization or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of Borrower or if any petition for any such relief shall be filed against Borrower and any such order or petition shall not be dismissed or stayed within 60 days.

(iii) **Judgments.** If there shall exist a final judgment or award against Borrower which shall have been outstanding for a period of 30 days or more from the date of the entry thereof and shall not have been discharged in full or stayed pending appeal, and either the (i) amount of any single such judgment or award exceeds \$500,000 or (ii) aggregate amount of all such judgments and awards exceeds \$1,000,000.

(iv) **Change in Control.** If at any time (i) Borrower ceases to own 100% of the issued and outstanding Borrower Capital Stock; (ii) any "person" or "group" (as such terms are used for purposes of Sections 13(d) and 14(d) of the Securities Exchange Act, whether or not applicable) is or becomes the "beneficial owner" (as such term is used in Rules 13d-3 and 13d-5 under the Securities Exchange Act, whether or not applicable, except that a "person" shall be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly (including as a result of a merger or consolidation), of more than 30% of the total voting power in the aggregate of all classes of capital stock of Borrower then outstanding normally entitled to vote in elections of directors (but excluding from the percentage of voting power held by any group the voting power of shares owned by the Current Holders and their Related Parties who are deemed to be members of the group, provided that such Current Holders and Related Parties beneficially own a majority of the total voting power of such group), if at such time the Current Holders and their Related Parties together shall fail to beneficially own, directly or indirectly, securities representing at least the same percentage of the combined voting power of such capital stock as the percentage "beneficially owned" by such person or group or (iii) the individuals who on the Closing Date constituted the board of directors of Borrower (together with any new directors whose election by such Board or whose nomination for election by the shareholders of Borrower was approved by a vote of a majority of the directors still in office who were either directors on the Closing Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of Borrower then in office.

14. **Acceleration of Borrower's Obligations.** Upon the occurrence of any Event of Default described above, all of Borrower's Obligations at that time outstanding automatically shall mature and become due, including interest accrued through the date of acceleration.

15. **Remedies on Default.** If Borrower's Obligations have been accelerated pursuant to Section 14, Lender may:

(i) **Enforcement of Security Interests.** Enforce its rights and remedies under the Loan Agreement in accordance with their respective terms.

(ii) **Other Remedies.** Enforce any of the rights or remedies accorded to Lender at equity or law, by virtue of statute or otherwise.

16. **Application of Funds.** Any funds received by Lender after the occurrence and during the continuance of an Event of Default or pursuant to the exercise of any rights accorded to Lender pursuant to, or by the operation of any of the terms of, any of the Loan Agreement, including, without limitation, insurance proceeds, condemnation proceeds or proceeds from the sale of Collateral, shall be applied to Borrower's Obligations, after deduction for collection expenses and attorneys' fees.
17. **Participations.** Lender shall have the right to sell Participations. In the event of the sale of a Participation, the obligations of the Lender selling such a Participation shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any Note which previously has been delivered to Lender pursuant to the terms of this Loan Agreement, and Borrower shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Loan Agreement. Notwithstanding the sale of any Participation, all amounts payable by Borrower pursuant to the terms of the Loan Instruments shall be determined as if no such Participation had been sold. No Participant shall be entitled to require a Lender to take or omit to take any action pursuant to the Loan Instruments except as provided in the Participation Agreement executed by and between the Participant and such Lender.
18. **Exculpatory Provisions.** Lender and Borrower recognize that they hold certain common shareholders, directors, and officers. Lender and Borrower explicitly consent to the dual service of the directors and officers, and agree that none of the respective directors, officers, employees, agents, attorneys or affiliates shall (i) be liable to Lender or Borrower for any action taken or omitted to be taken by it or them pursuant to the Bridge Loan, (ii) be responsible in any manner to any Lender or Borrower for the effectiveness, enforceability, genuineness, validity or due execution of this Loan Agreement or any other Loan Instruments or for any recital, representation, warranty, document, certificate, report or statement herein or made or furnished under or in connection with this Loan Agreement or any other Loan Instruments, or (iii) be under any obligation to any of Lender or Borrower to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions hereof or thereof on the part of the Persons party to any Loan Instrument, the financial condition of such Persons, or the existence or possible existence of any Event of Default or Incipient Default. Borrower and Lender agree to jointly defend and indemnify any officer or director of either Borrower, Lender, or both, against shareholder or third party actions arising from this Loan Agreement, such indemnification to meet and exceed the limits of Directors and Officers insurance, if any.

19. Choice of Law. This Agreement is governed by and construed in accordance with the terms of Delaware law, including its provisions relating to Maximum Interest and all other provisions of this Agreement

Dated as of 11/16, 2004.

LENDER:

By:

Title:

Date:

[Signature]
Michael H. Weller, VP
Area Vice President
managing member
11/17/04

BORROWER

By:

Title:

Date:

[Signature]
President + CEO
11/15/04

Bridge Loan Agreement

First Regional Bank cust fbo Edward D Herrick IRA # 051698 ("Lender") hereby agrees to lend the principal sum of up to One Hundred Thousand Dollars (\$100,000) to Mobex Network Services LLC ("Borrower"), on the terms and conditions set forth below ("Bridge Loan"); the Borrower, in consideration for such loan, hereby accepts and agrees to such terms and conditions.

1. **Term.** This Bridge Loan shall be for a six (6) month period of time; provided, however, that Borrower may prepay the principal and interest at any time prior to the six month termination date.
2. **Principal Amount.** Borrower shall borrow and Lender shall provide in installments or in total by wire transfer or certified check the principal Bridge Loan sum of up to One Hundred Thousand Dollars (\$100,000).
3. **Interest Rate.** For each installment of principal paid to Borrower, Lender shall receive interest at a rate of Twenty Five Percent (25%) per annum.
4. **Maximum Interest.** Notwithstanding any provision to the contrary contained herein or in any other Loan Instrument, Lender shall not collect a rate of interest on any obligation or liability due and owing by Borrower to Lender in excess of the maximum contract rate of interest permitted by applicable law ("**Excess Interest**"). If any Excess Interest is provided for or determined by a court of competent jurisdiction to have been provided for in this Loan Agreement or any other Loan Instrument, then in such event (i) no Borrower shall be obligated to pay such Excess Interest, (ii) any Excess Interest collected by Lender shall be, at Lender's option, (A) applied to the Principal Balance or to accrued and unpaid interest not in excess of the maximum rate permitted by applicable law or (B) refunded to the payor thereof, (iii) the interest rates provided for herein (the "**Stated Rate**") shall be automatically reduced to the maximum rate allowed from time to time under applicable law (the "**Maximum Rate**") and this Loan Agreement and the other Loan Instruments, as applicable, shall be deemed to have been, and shall be, modified to reflect such reduction, and (iv) no Borrower shall have any action against Lender or any of its Officers or Directors for any damages arising out of the payment or collection of such Excess Interest; provided, however, that if at any time thereafter the Stated Rate is less than the Maximum Rate, Borrower shall, to the extent permitted by law, continue to pay interest at the Maximum Rate until such time as the total interest received by Lender is equal to the total interest which Lender would have received had the Stated Rate been (but for the operation of this provision) the interest rate payable. Thereafter, the interest rate payable shall be the Stated Rate unless and until the Stated Rate again exceeds the Maximum Rate, in which event the provisions contained in this subsection again shall apply.
5. **Subordination; Liquidation Preference.** The Borrower shall repay the Loan from the net proceeds available to it upon the first of the following events to occur: (1) the closing of a \$18 Million transaction with Clarity Partners, LP; (2), or upon the

sale of the CCN contract; or (3) the sale of all of the Membership Interests of the Borrower. Net Proceeds shall be those funds available after required repayments by the Borrower of taxes, pre-existing debt to third parties, including but not limited to, CIBC World Markets, note payments on the bridge loan to Mobex Funding II, LLC and other costs related to the transactions described above.

6. **Default.** In the event that Borrower shall fail to fully repay the Loan amount, including interest, within six (6) months, then the Borrower shall pay as a penalty interest on the outstanding principal due for each day after six (6) months at a rate of eight percent (8%) per month. The Borrower may partially repay the Loan amount, provided that it pays the default interest rate on any outstanding principal after the six month deadline.
7. **Placement Costs.** On or before the six month due date, the Borrower shall pay for all reasonable expenses related to the Loan, including Lender's reasonable legal and other fees incurred in the placement.
8. **Tax and Other Laws.** In the event that by reason of any law, regulation or requirement or interpretation thereof by any Governmental Body, or the imposition of any requirement of any such Governmental Body, whether or not having the force of law, including the imposition of any reserve and/or special deposit requirement, Lender shall be subjected to any tax, levy, impost, charge, fee, duty, deduction or withholding of any kind whatsoever (other than any tax imposed upon the total net income of such Lender) and if any such measures or any other similar measure shall result in an increase in the cost to any Lender of maintaining its Loan or in a reduction in the amount of principal or interest receivable by Lender in respect thereof, then Borrower shall upon demand by such Lender at any time within 180 days after the date on which an officer of such Lender responsible for overseeing this Loan Agreement knows or has reason to know of its right to additional compensation under this section, pay to such Lender additional amounts sufficient to reimburse such Lender against such increase in cost or reduction in amount receivable; provided, however, the if such Lender fails to deliver such demand within such 180 day period, such entity shall only be entitled to additional compensation for any such costs incurred from and after the date that is 180 days prior to the date Borrower receive such demand. A certificate as to the amount of such increased cost, and setting forth in reasonable detail the calculation thereof, shall be submitted to Borrower by such Lender, and shall be conclusive absent manifest error.
9. **Indemnity.** In addition to any other payments payable by Borrower to Lender pursuant to this Bridge Loan Instrument, Borrower shall indemnify and reimburse Lender on demand for any loss or expense which such Lender may sustain (including without limitation, any interest paid by such Lender to lenders of funds borrowed by it to make or carry its Bridge Loan and any loss, expense or liability sustained by that Lender in connection with the liquidation or re-employment of such funds) as a consequence of any prepayment of any Bridge Loan funds prior to the expiration of the six month term of this Bridge Loan Agreement applicable thereto and/or any failure by Borrower to (i) make any payment or prepayment

(other than on the last day of the six month period) when due of any amount payable with respect to the Bridge Loan or (ii) borrow the amount set forth in this Bridge Loan Agreement.

10. **Security.** Borrower's Obligations shall be secured by a secondary Lien upon all of the Borrower's Membership Interests held by the parent, Mobex Communications, Inc.
11. **Authority.** Borrower has full power and authority to enter into, execute, deliver and carry out the terms of the Bridge Loan Agreement to which it is a party and to incur the obligations provided for therein, all of which have been duly authorized by all proper and necessary action and are not prohibited by the organizational instruments of such Borrower.
12. **Binding Agreements.** This Bridge Loan Agreement, when executed and delivered, will constitute the valid and legally binding obligations of Borrower to the extent Borrower is a party thereto, enforceable against such Borrower in accordance with their respective terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting the enforcement of creditors' rights generally, and (ii) equitable principles (whether any action to enforce such document is brought at law or in equity).
13. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default:

(i) **Default in Payment.** If Borrower shall fail to pay all or any portion of Borrower's Obligations when the same become due and payable.

(ii) **Bankruptcy.**

(a) If Borrower shall (i) file, or consent, by answer or otherwise, to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or insolvency under the laws of any jurisdiction, (ii) make an assignment for the benefit of creditors, (iii) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers for such Borrower or for any substantial part of the Property or (iv) be adjudicated insolvent; or

(b) If any Governmental Body of competent jurisdiction shall enter an order appointing, without consent of the Borrower, a custodian, receiver, trustee or other officer with similar powers with respect to Borrower or with respect to any substantial part of the Property belonging to any Borrower, or if an order for relief shall be entered in any case or proceeding for liquidation or reorganization or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of Borrower or if any petition for any such relief shall be filed against Borrower and any such order or petition shall not be dismissed or stayed within 60 days.

(iii) **Judgments.** If there shall exist a final judgment or award against Borrower which shall have been outstanding for a period of 30 days or more from the date of the entry thereof and shall not have been discharged in full or stayed pending appeal, and either the (i) amount of any single such judgment or award exceeds \$500,000 or (ii) aggregate amount of all such judgments and awards exceeds \$1,000,000.

(iv) **Change in Control.** If at any time (i) any "person" or "group" (as such terms are used for purposes of Sections 13(d) and 14(d) of the Securities Exchange Act, whether or not applicable) is or becomes the "beneficial owner" (as such term is used in Rules 13d-3 and 13d-5 under the Securities Exchange Act, whether or not applicable, except that a "person" shall be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly (including as a result of a merger or consolidation), of more than 30% of the total voting power in the aggregate of all Membership Interests of Borrower then outstanding normally entitled to vote in elections of directors (but excluding from the percentage of voting power held by any group the voting power of interests owned by the Current Holders and their Related Parties who are deemed to be members of the group, provided that such Current Holders and Related Parties beneficially own a majority of the total voting power of such group), (ii) if at such time the Current Holders and their Related Parties together shall fail to beneficially own, directly or indirectly, securities representing at least the same percentage of the combined voting power of such interests as the percentage "beneficially owned" by such person or group or (iii) the individuals who on the Closing Date constituted the board of directors of Borrower (together with any new directors whose election by such Board or whose nomination for election by the shareholders of Borrower was approved by a vote of a majority of the directors still in office who were either directors on the Closing Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of Borrower then in office.

14. **Acceleration of Borrower's Obligations.** Upon the occurrence of any Event of Default described above, all of Borrower's Obligations at that time outstanding automatically shall mature and become due, including interest accrued through the date of acceleration.

15. **Remedies on Default.** If Borrower's Obligations have been accelerated pursuant to Section 14, Lender may:

(i) **Enforcement of Security Interests.** Enforce its rights and remedies under the Loan Agreement in accordance with their respective terms.

(ii) **Other Remedies.** Enforce any of the rights or remedies accorded to Lender at equity or law, by virtue of statute or otherwise.

16. **Application of Funds.** Any funds received by Lender after the occurrence and during the continuance of an Event of Default or pursuant to the exercise of any rights accorded to Lender pursuant to, or by the operation of any of the terms of, any of the Loan Agreement, including, without limitation, insurance proceeds, condemnation proceeds or proceeds from the sale of Collateral, shall be applied to Borrower's Obligations, after deduction for collection expenses and attorneys' fees.
17. **Participations.** Lender shall have the right to sell Participations. In the event of the sale of a Participation, the obligations of the Lender selling such a Participation shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any Note which previously has been delivered to Lender pursuant to the terms of this Loan Agreement, and Borrower shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Loan Agreement. Notwithstanding the sale of any Participation, all amounts payable by Borrower pursuant to the terms of the Loan Instruments shall be determined as if no such Participation had been sold. No Participant shall be entitled to require a Lender to take or omit to take any action pursuant to the Loan Instruments except as provided in the Participation Agreement executed by and between the Participant and such Lender.
18. **Exculpatory Provisions.** Lender and Borrower explicitly agree that none of the respective directors, officers, employees, agents, attorneys or affiliates shall (i) be liable to Lender or Borrower for any action taken or omitted to be taken by it or them pursuant to the Bridge Loan, (ii) be responsible in any manner to any Lender or Borrower for the effectiveness, enforceability, genuineness, validity or due execution of this Loan Agreement or any other Loan Instruments or for any recital, representation, warranty, document, certificate, report or statement herein or made or furnished under or in connection with this Loan Agreement or any other Loan Instruments, or (iii) be under any obligation to any of Lender or Borrower to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions hereof or thereof on the part of the Persons party to any Loan Instrument, the financial condition of such Persons, or the existence or possible existence of any Event of Default or Incipient Default. Borrower and Lender agree to jointly defend and indemnify any officer or director of either Borrower, Lender, or both, against shareholder or third party actions arising from this Loan Agreement, such indemnification to meet and exceed the limits of Directors and Officers insurance, if any.

19. Choice of Law. This Agreement is governed by and construed in accordance with the terms of Delaware law, including its provisions relating to Maximum Interest and all other provisions of this Agreement.

Dated as of 11/17, 2004.

LENDER

By: ~~BY: [Signature]~~ FIRST REGIONAL BANK CUSTODIAN

Title: **Operations Officer**

Date: 12/6/04

BORROWER

By: [Signature]

Title: President CEO

Date: 11/17/2004

Mobex Network Services, LLC
Income Statement (\$ 000's)
December 31, 2004

	Month To Date				Quarter To Date				Year To Date			
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Revenue												
Watercom	34	-	34	N/M	109	-	109	#DIV/0!	1,866	1,673	193	12%
Spectrum leasing	37	25	12	N/M	111	63	48	76%	186	109	77	71%
Enterprise Motorola	4	4	-	N/M	12	12	-	0%	48	46	2	4%
Enterprise Non-Motorola	-	-	-	N/M	-	-	-	N/M	-	-	-	N/M
PassPort Motorola (including Regionet)	24	47	(23)	-49%	69	118	(49)	-49%	245	377	(132)	-35%
PassPort Non-Motorola	-	-	-	N/M	-	-	-	N/M	-	-	-	N/M
Total Revenue	99	76	23	30%	301	193	108	56%	2,345	2,205	140	6%
Direct Costs												
Site rental	53	50	(3)	-6%	160	150	(10)	-6%	670	600	(70)	-12%
Telco/Utility Costs	34	21	(14)	-66%	102	63	(40)	-66%	719	657	(63)	-10%
Maintenance	4	9	5	56%	20	27	7	56%	181	168	(13)	-8%
Warranty	-	-	-	#DIV/0!	1	-	(1)	#DIV/0!	95	145	50	34%
USF charges	6	-	(6)	#DIV/0!	18	-	(18)	#DIV/0!	160	165	5	3%
Other	2	2	-	0%	5	5	-	0%	104	56	(48)	-87%
Total Direct Costs	99	82	(18)	-21%	306	245	(62)	-25%	1,929	1,790	(139)	-8%
Gross Margin	-	(6)	6	-100%	(5)	(52)	47	-90%	416	415	1	0%
Gross Margin %	0%	-7%	7%		-2%	-27%	25%		18%	19%		
SG&A Expenses												
Sales & Marketing												
Salaries	41	63	22	35%	129	188	59	31%	618	669	51	8%
Benefits	11	14	3	21%	34	41	8	18%	151	151	0	0%
Commission (internal)	8	53	45	85%	60	159	99	62%	157	528	371	70%
Commission (external)	5	43	38	88%	21	101	80	79%	71	324	253	78%
Bonus	-	-	-	N/M	-	-	-	N/M	-	-	-	N/M
Travel & Entertainment	7	8	1	13%	25	24	(1)	-4%	97	73	(24)	-32%
Marketing Costs	8	22	14	64%	24	66	42	64%	133	259	126	49%
Total Sales & Marketing	80	202	122	60%	292	578	286	49%	1,226	2,003	777	49%
G&A												
Salaries	57	58	1	1%	171	173	2	1%	675	677	2	0%
Benefits	13	13	(1)	-4%	39	38	(1)	-4%	181	155	(27)	-17%
Bonus	12	9	(3)	-33%	36	27	(9)	-33%	125	97	(27)	-28%
Travel & Entertainment	5	5	-	0%	14	15	1	7%	73	56	(17)	-30%
Rent	8	8	-	0%	24	24	-	0%	89	81	(8)	-10%
P&C insurance	14	15	1	7%	42	45	3	7%	178	180	2	1%
Bad Debts	5	2	(3)	-150%	15	4	(11)	-275%	52	44	(8)	-19%
Acct & Tax fees	10	10	-	0%	30	30	-	0%	118	110	(8)	-7%
Legal Fees	2	12	10	83%	19	36	17	47%	115	134	19	14%
Software License fees	1	1	-	0%	3	3	-	0%	13	12	(1)	-8%
Misc.	3	5	2	40%	13	15	2	13%	59	60	1	2%
Delivery/Postage/repo	1	1	-	0%	3	3	0	10%	11	17	6	37%
Supplies	3	5	2	40%	13	15	3	17%	63	60	(3)	-4%
Employment fees/relocations	-	-	-	N/M	-	-	-	N/M	49	-	(49)	N/M
Temporary Help	-	1	1	100%	-	3	3	100%	14	12	(2)	-17%
Telephone	7	9	2	22%	21	27	6	21%	86	77	(9)	-11%
Training	-	2	2	100%	-	6	6	100%	10	24	14	58%
Total G&A	141	155	14	9%	443	464	21	5%	1,910	1,795	(115)	-6%
Technical Services												
Salaries	28	17	(12)	-70%	84	50	(34)	-68%	403	352	(51)	-14%
Benefits	4	4	-	0%	12	12	-	0%	118	80	(38)	-48%
Bonus	6	2	(4)	-200%	18	6	(12)	-200%	65	43	(22)	-52%
Travel & Entertainment	4	4	-	0%	14	12	(2)	-17%	52	76	24	31%

Mobex Network Services, LLC
Income Statement (\$ 000's)
December 31, 2004

	Month To Date				Quarter To Date				Year To Date			
Supplies	-	-	-	N/M	-	-	-	N/M	-	-	-	N/M
Auto	2	3	1	33%	7	9	2	22%	52	52	-	0%
Support fees	-	3	3	100%	-	9	9	100%	17	36	19	53%
Total Technical Services	44	33	(12)	-35%	135	98	(37)	-38%	707	638	(69)	-11%
Total SG&A Expenses	265	390	125	32%	870	1,140	270	24%	3,844	4,437	593	13%
EBITDA	(265)	(395)	130	33%	(875)	(1,191)	316	27%	(3,428)	(4,022)	594	15%
Depreciation	92	90	(2)	-2%	276	267	(9)	-3%	1,121	848	(273)	32%
Amortization	4	4	-	0%	12	12	-	0%	48	53	5	-9%
Income (loss) from Operations	(361)	(489)	128	26%	(1,163)	(1,470)	307	21%	(4,597)	(4,923)	326	7%
Other (Income) expense												
Interest Income	-	-	-	N/M	-	-	-	N/M	-	-	-	N/M
Interest Expense	23	11	(12)	N/M	53	33	(20)	N/M	131	82	(49)	60%
Gain on Sale	-	-	-	N/M	247	190	(57)	N/M	337	110	(227)	N/M
Other	-	-	-	N/M	-	-	-	N/M	107	160	53	N/M
Total Other (Income) Expense	23	11	(34)	N/M	300	223	(523)	N/M	575	352	(927)	N/M
Income before Income Taxes	(384)	(500)	116	23%	(1,463)	(1,693)	230	14%	(5,172)	(5,275)	103	2%
Income Taxes	-	-	-	N/M	-	-	-	N/M	-	-	-	N/M
Net Income (Loss)	(384)	(500)	116	23%	(1,463)	(1,693)	230	14%	(5,172)	(5,275)	103	2%

Key Stats

Cumulative Number of Markets (exclusive of spectrum leasing)	4	4	-	4	4	-	4	4	-
Cumulative Number of Spectrum leasing deals(In Service)	1	1	-	1	1	-	1	1	-
Number of New Subscribers	20	234	(214)	88	545	(457)	143	1,479	(1,336)
Cumulative Number of Subscribers (including Regionet)	983	1,538	(555)	983	1,538	(555)	983	1,538	(555)
Monthly ARPU	28.43	\$ 33.08	\$ (4.65)	28.44	32.85	\$ (4.41)	27.40	31.48	\$ (4.08)
Data ARPU	N/M	N/M	N/M	N/M	N/M	N/M	N/M	N/M	N/M
% subscribers using Data	N/M	N/M	N/M	N/M	N/M	N/M	N/M	N/M	N/M
UMR	10,381	11,675	(1,294)	10,381	11,675	(1,294)	10,381	11,675	(1,294)
DSO (non-lease)	19.09	40.00	20.91	15.47	40.00	24.53	40.56	40.00	(0.56)
% Passport units utilizing leasing	1%	5%		1%	5%		1%	5%	
Headcount									
Sales & Mkt	5.0	10.0	-5.0						
Customer Service	5.5	6.0	-0.5						
G&A	9.5	10.0	-0.5						
Tech	5.0	5.0	0.0						
Total Headcount	25.0	31.0	-6.0						

MOBEX

Network Services, LLC

MOBile EXcellence

Income Statement (\$ 000's)

2004 YTD

Draft

Revenue	
Watercom	1,866
Spectrum leasing	186
Enterprise Motorola	48
PassPort Motorola (including Regionet)	245
Total Revenue	<u>2,345</u>
Direct Costs	
Site rental	670
Telco/Utility Costs	719
Maintenance	181
Warranty (Watercom only)	95
USF charges (Watercom only)	160
Other	104
Total Direct Costs	<u>1,929</u>
Gross Margin	416
Gross Margin %	18%
SG&A Expenses	
Sales & Marketing	
Salaries	618
Benefits	151
Commission (internal)	157
Commission (external)	71
Bonus	-
Travel & Entertainment	97
Marketing Costs	133
Total Sales & Marketing	<u>1,226</u>
G&A	
Salaries	675
Benefits	181
Bonus	43
Travel & Entertainment	73
Rent	89
P&C insurance	178
Bad Debts	52
Acct & Tax fees	118
Legal Fees	115
Software License fees	13
Misc.	59
Delivery/Postage/repo	11
Supplies	63
Employment fees/relocations	49
Temporary Help	14
Telephone	86

MOBEX

Network Services, LLC

MOBile EXcellence

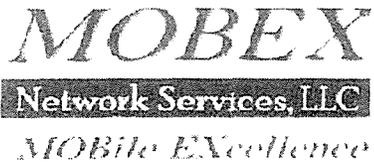
Training
Total G&A

Technical Services
Salaries
Benefits
Bonus
Travel & Entertainment
Supplies
Auto
Support fees
Total Technical Services

Total SG&A Expenses

Income Statement (\$ 000's)

2004 YTD	
Draft	10
	<u>1,828</u>
	403
	118
	51
	52
	-
	52
	17
	<u>693</u>
	<u>3,748</u>



Income Statement
(\$ 000's)

2004 YTD

Draft

EBITDA

(3,332)

Depreciation

1,121

Amortization

48

Income (loss) from Operations

(4,501)

Other (Income) expense

Interest Income

-

Interest Expense

131

Gain on Sale

337

Other

107

Total Other (Income) Expense

575

Income before Income Taxes

(5,076)

Income Taxes

-

Net Income (Loss)

(5,076)

AGED AS OF 04/25/05
FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
1666 A 1 TELECOM ANSWERING SVC										
28836	MOBEX	3043	38.05	03/26/05			38.05			
VENDOR TOTALS ----->			38.05				38.05			
1428 AAT COMMUNICATIONS CORP										
23299	20039-BARTON CHAPEL	625288	832.00	03/01/04					832.00	
23878	20039- BARTON CHAPEL	635989	832.00	04/01/04					832.00	
24683	20039- BARTON CHAPEL	661325	832.00	06/01/04					832.00	
25677	20039- BARTON CHAPEL	718818	832.00	08/31/04					832.00	
26225	20039-BARTON CHAPEL	732082	832.00	09/01/04					832.00	
26884	20039	745082	865.28	10/31/04					865.28	
27212	20039-BARTON CHAPEL	758064	865.28	12/01/04					865.28	
27696	20039- BARTON CHAPEL	771041	865.28	12/31/04					865.28	
28147	20039-BARTON CHAPEL	784216	865.28	01/31/05					865.28	
28565	20039	797191	865.28	03/03/05				865.28		
28613	20039	809755	865.28	03/31/05			865.28			
29013	20039	822876	865.28	05/01/05	865.28					
VENDOR TOTALS ----->			10,216.96		865.28		865.28	865.28	7,621.12	
1704 ACCESS2GO INC										
28614	27101102004	6381	1,015.00	03/01/05				1,015.00		
29014	27101102004	6626	967.07	04/01/05			967.07			
VENDOR TOTALS ----->			1,982.07				967.07	1,015.00		
1647 ACCOUNTEMPS										
25824	01720003832000	11502260	1,602.00	07/20/04					1,602.00	
VENDOR TOTALS ----->			1,602.00						1,602.00	
1713 ACE AIR CONDITIONING CO										
28870	WATERCOM	71580	96.48	04/13/05			96.48			
28871	WATERCOM	71549	289.00	04/06/05			289.00			
VENDOR TOTALS ----->			385.48				385.48			
32 ACE COMMUNICATIONS GROUP										
28954	5635862107	40105	47.91	04/01/05			47.91			
VENDOR TOTALS ----->			47.91				47.91			
40 ADT SECURITY SERVICES										
28148	01300116919222	85565507	193.70	12/11/04					193.70	
VENDOR TOTALS ----->			193.70						193.70	
53 ALLAMAKEE, COUNTY OF										
27553	000001703400204	2004/05	363.00	11/01/04					363.00	
27555	000001703400204	2004/05A	363.00	11/01/04					363.00	
VENDOR TOTALS ----->			726.00						726.00	
23 ALLIANT ENERGY										
28955	3020102071003	40705	69.81	04/07/05			69.81			
VENDOR TOTALS ----->			69.81				69.81			
1408 ALLTEL										

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
1408 ALLTEL			(Continued)							
27847	3369830098	120904	43.99	12/09/04					43.99	
28149	3369830098	11105	46.33	01/11/05					46.33	
28956	6069323165	41105	104.56	04/11/05			104.56			
VENDOR TOTALS ----->			194.88				104.56		90.32	
1562 ALTECH ELECTRONICS										
28566	MOBE0001	050104-06	90.00	01/04/05					90.00	
VENDOR TOTALS ----->			90.00						90.00	
295 AMERICAN COMMERCIAL BARGE										
29012	2001/2002 taxes	1930400/600	7,829.99	02/14/05					7,829.99	
VENDOR TOTALS ----->			7,829.99						7,829.99	
1024 AMERICAN TOWER CORPORATION										
24904	VENICE SITE	7/04	684.13	06/18/04					684.13	
24905	NEW IBERIA	7/04	663.31	06/18/04					663.31	
25579	VENICE SITE	8/04	684.13	07/26/04					684.13	
25580	NEW IBERIA	8/04	663.31	07/26/04					663.31	
26108	VENICE SITE	9/04	684.13	08/27/04					684.13	
26109	NEW IBERIA	9/04	663.31	08/27/04					663.31	
26495	VENICE SITE	10/04	684.13	09/24/04					684.13	
26496	NEW IBERIA	10/04	663.31	09/24/04					663.31	
26997	VENICE SITE	11/04	684.13	11/02/04					684.13	
26998	NEW IBERIA	11/04	663.31	11/02/04					663.31	
27480	VENICE SITE	12/04	684.13	11/29/04					684.13	
27481	NEW IBERIA	12/04	663.31	11/29/04					663.31	
27910	VENICE SITE	1/05	684.13	12/27/04					684.13	
27911	NEW IBERIA	1/05	663.31	12/27/04					663.31	
28150	38918	174456	5,538.00	11/23/04					5,538.00	
28151	38918	174455	4,570.00	11/23/04					4,570.00	
28568	38918-NEW BRITAIN	134045	1,350.00	02/01/05					1,350.00	
28666	VENICE SITE	3/05	684.13	03/01/05				684.13		
28667	NEW IBERIA	3/05	663.31	03/01/05				663.31		
28704	38918-NEW BRITAIN	138805	1,350.00	02/24/05				1,350.00		
29015	NEW BRITAIN	143461	1,350.00	03/30/05			1,350.00			
VENDOR TOTALS ----->			24,937.52				1,350.00	2,697.44	20,890.08	
1023 APPLIED TECHNOLOGY GROUP INC										
28447	MT ADELAIDE SITE	2/01	486.20	02/01/05					486.20	
28637	MT ADELAIDE SITE	3/05	486.20	03/01/05				486.20		
28915	MT ADELAIDE SITE	4/05	486.20	04/01/05			486.20			
VENDOR TOTALS ----->			1,458.60				486.20	486.20	486.20	
31 AT & T										
27369	0304806687001	103104	131.81	10/31/04					131.81	
27626	0301470327001	110304	202.79	11/03/04					202.79	
27848	0304806687001	113004	131.89	11/30/04					131.89	
27849	0301470327001	120304	204.38	12/03/04					204.38	
28152	0304806687001	123104	133.18	12/31/04					133.18	

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
31 AT & T (Continued)									
28153	0301470327001	10305	205.07	01/03/05				205.07	
VENDOR TOTALS ----->			1,009.12					1,009.12	
1280 BASIC RESOURCES INC									
27508	MT OSO	12/04	165.00	11/29/04				165.00	
27939	MT OSO	1/05	165.00	12/27/04				165.00	
28465	MT OSO	2/05	165.00	02/01/05				165.00	
28653	MT OSO	3/05	165.00	03/01/05			165.00		
28932	MT OSO	4/05	165.00	04/01/05		165.00			
VENDOR TOTALS ----->			825.00			165.00	165.00	495.00	
1283 BAYOU AIR CONDITIONING &									
28837	WATERCOM	14713	168.42	03/23/05			168.42		
VENDOR TOTALS ----->			168.42				168.42		
345 BEACON COMMUNICATIONS LLC									
27917	NAVASSA TOWER RENT	1/05	870.00	12/27/04				870.00	
28443	NAVASSA TOWER RENT	2/01	870.00	02/01/05				870.00	
28634	NAVASSA TOWER RENT	3/05	870.00	03/01/05			870.00		
28913	NAVASSA TOWER RENT	4/05	870.00	04/01/05		870.00			
VENDOR TOTALS ----->			3,480.00			870.00	870.00	1,740.00	
1561 BELL BOYD & LLOYD LLC									
23301	115388	160014	1,663.08	02/17/04				1,663.08	
23653	115388	157927	3,046.30	12/19/03				3,046.30	
23654	115388	158955A	1,953.70	01/19/04				1,953.70	
VENDOR TOTALS ----->			6,663.08					6,663.08	
29 BELL SOUTH									
27370	91279072021473166	111604	67.05	11/16/04				67.05	
27371	40764987554093142	110104	47.64	11/01/04				47.64	
27372	58188202436360455	110404	41.42	11/04/04				41.42	
27373	84372304579411894	110504	55.98	11/05/04				55.98	
27627	80393242347281894	111604A	127.73	11/16/04				127.73	
27628	90476634819110560	111904	52.81	11/19/04				52.81	
27698	91037111570011911	112004	45.50	11/20/04				45.50	
27850	40764987554093142	120104A	59.93	12/01/04				59.93	
27851	84372304579411894	120504A	57.24	12/05/04				57.24	
27852	56188202436360455	120404	53.74	12/04/04				53.74	
27954	91279072021473166	121604	67.25	12/16/04				67.25	
27955	80393242347281894	121604A	129.59	12/16/04				129.59	
28731	50258290623280480	30105	33.48	03/01/05			33.48		
28957	50258290623280480	40105	33.22	04/01/05		33.22			
28958	504M888501501	32305	128.62	03/23/05			128.62		
VENDOR TOTALS ----->			1,001.20			33.22	162.10	805.88	
1585 BMS LLC									
29016	MOBEX	2949	25.00	05/18/05	25.00				
VENDOR TOTALS ----->			25.00		25.00				

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
1520 BOND & PECARO								
26647 MOBEX	51304	2,252.59	05/13/04				2,252.59	
26648 MOBEX	41604	42.69	04/16/04				42.69	
VENDOR TOTALS ----->		2,295.28					2,295.28	
1516 BROADCAST SERVICES INC								
28706 BAL54- 100 LIGHT ST	3650	1,035.00	03/01/05			1,035.00		
29017 100 LIGHT ST	1015	1,035.00	04/01/05		1,035.00			
VENDOR TOTALS ----->		2,070.00			1,035.00	1,035.00		
8860 BROWN, DENNIS C								
27704 MOBEX	112804	1,940.00	12/28/04				1,440.00	
VENDOR TOTALS ----->		1,440.00					1,440.00	
1309 BUDGET JANITORIAL AND LAWN								
27306 MOBEX	4953	700.00	11/13/04				700.00	
27570 MOBEX	5064	700.00	12/14/04				700.00	
VENDOR TOTALS ----->		1,400.00					1,400.00	
1593 BUSINESS RADIO PRODUCTS INC								
28662 FREDERICK MD	3/05	927.00	03/01/05			927.00		
28941 FREDERICK MD	4/05	927.00	04/01/05		927.00			
VENDOR TOTALS ----->		1,854.00			927.00	927.00		
332 BUTTS, WEAVERLY								
27799 WATERCOM	120904	1,250.00	12/09/04				1,250.00	
28945 OAK RIDGE SITE - ANN	5/05-4/06	1,500.00	04/01/05		1,500.00			
VENDOR TOTALS ----->		2,750.00			1,500.00		1,250.00	
243 CALHOUN, COUNTY OF								
27546 57082	2004	1,967.10	11/01/04				1,967.10	
VENDOR TOTALS ----->		1,967.10					1,967.10	
1675 CALIFORNIA HIGH COST FUND A								
27843 REGIONET	11/2004	23.60	12/23/04				23.60	
VENDOR TOTALS ----->		23.60					23.60	
84 CALIFORNIA HIGH COST FUND B								
27842 REGIONET	11/2004	305.40	12/23/04				305.40	
VENDOR TOTALS ----->		305.40					305.40	
1140 CALIFORNIA PACIFIC CORP								
27926 LAX-WESTCHESTER CA	1/05	565.00	12/27/04				565.00	
28452 LAX-WESTCHESTER CA	2/05	565.00	02/01/05				565.00	
28642 LAX-WESTCHESTER CA	3/05	565.00	03/01/05			565.00		
28920 LAX-WESTCHESTER CA	4/05	565.00	04/01/05		565.00			
VENDOR TOTALS ----->		2,260.00			565.00	565.00	1,130.00	
83 CALIFORNIA RELAY SVC								
27845 REGIONET	11/2004	41.65	12/23/04				41.65	
VENDOR TOTALS ----->		41.65					41.65	

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	31 - 60 Days	PAST DUE	PAST DUE	PAST DUE	STATUS
TRANS#	REFERENCE								Over 60 Days			
82 CALIFORNIA TELECONNECT FUND												
27841	REGIONET	11/2004	22.21	12/23/04							22.21	
VENDOR TOTALS ----->			22.21								22.21	
1155 CARPENTER, JOHN M												
27931	MICHIGAN CITY	1/05	600.00	12/27/04							600.00	
28457	MICHIGAN CITY	2/05	600.00	02/01/05							600.00	
28665	MICHIGAN CITY	3/	600.00	03/01/05					600.00			
28925	MICHIGAN CITY	4/05	600.00	04/01/05			600.00					
VENDOR TOTALS ----->			2,400.00				600.00	600.00			1,200.00	
1669 CASE TUCKER COMMUNICATIONS												
28943	UPPER MARLBORO, MD	4/05	1,250.00	04/01/05			1,250.00					
VENDOR TOTALS ----->			1,250.00				1,250.00					
1545 CCH INC												
26658	164484110	7670789	6,608.27	10/16/04							6,608.27	
VENDOR TOTALS ----->			6,608.27								6,608.27	
1556 CES WIRELESS TECHNOLOGIES CORP												
29018	MOBEX	27012	4,666.81	10/22/04							4,666.81	
VENDOR TOTALS ----->			4,666.81								4,666.81	
1625 CIBC WORLD MARKETS CORP												
28524	MOBEX	MOB18002-0501	32,191.15	01/21/05							32,191.15	
VENDOR TOTALS ----->			32,191.15								32,191.15	
28 CINCINNATI BELL												
28959	8593562552383	40505	133.67	04/05/05			133.67					
VENDOR TOTALS ----->			133.67				133.67					
12 CINERGY												
28960	89400730203	32205	64.07	03/22/05						64.07		
28962	87602889015	41305	704.25	04/13/05			704.25					
VENDOR TOTALS ----->			768.32				704.25	64.07				
328 CINGULAR WIRELESS												
28961	0104400000101	40505	294.02	04/05/05			294.02					
VENDOR TOTALS ----->			294.02				294.02					
1636 CITIZENS CONFERENCING												
28533	182867	20662269	288.60	03/02/05					288.60			
29079	182867	20685261	19.72	04/30/05			19.72					
VENDOR TOTALS ----->			308.32				19.72	288.60				
1406 CITY OF OAK PARK TREASURER												
27631	9900002038	2004A	108.74	02/01/05							108.74	
VENDOR TOTALS ----->			108.74								108.74	
1432 CLACKAMAS COUNTY TAX ASSESSOR												
27377	U1881346	2004-05	1,138.74	11/01/04							1,138.74	

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
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1432 CLACKAMAS COUNTY TAX ASSESSOR

(Continued)

VENDOR TOTALS ----->			1,138.74					1,138.74	
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1153 CLARK CONCRETE INC

27498 SYRACUSE SITE	12/04		468.75	11/29/04				468.75	
27929 SYRACUSE SITE	1/05		625.00	12/27/04				625.00	
28455 SYRACUSE SITE	2/05		625.00	02/01/05				625.00	
28645 SYRACUSE SITE	3/05		625.00	03/01/05			625.00		
28923 SYRACUSE SITE	4/05		625.00	04/01/05		625.00			
VENDOR TOTALS ----->			2,968.75			625.00	625.00	1,718.75	

185 CLARK, COUNTY OF

29006 019500008280	2003		13,394.38	04/01/05		13,394.38			
VENDOR TOTALS ----->			13,394.38			13,394.38			

1316 COLLECTOR OF REVENUE

27552 B0126574A	2004		223.47	10/06/04				223.47	
VENDOR TOTALS ----->			223.47					223.47	

1037 COLLINS, RICHARD D

28451 TIGER MT SITE	2/05		550.00	02/01/05				550.00	
28641 TIGER MT SITE	3/05		550.00	03/01/05			550.00		
28919 TIGER MT SITE	4/05		550.00	04/01/05		550.00			
VENDOR TOTALS ----->			1,650.00			550.00	550.00	550.00	

1055 COMED

29078 9193510001	31805		144.15	03/18/05			144.15		
VENDOR TOTALS ----->			144.15				144.15		

1588 COMMUNICATIONS DIRECT

27697 18759	73711		4,311.30	12/02/04				4,311.30	
VENDOR TOTALS ----->			4,311.30					4,311.30	

1603 CONNECTICUT, STATE OF

27854 0492413-000	4000120211		18.72	12/07/04				18.72	
VENDOR TOTALS ----->			18.72					18.72	

1035 COOKS COMMUNICATIONS

27493 FRESNO-JOQUIN MICRO	12/04		100.00	11/29/04				100.00	
27924 FRESNO-JOQUIN MICRO	1/05		140.00	12/27/04				140.00	
28450 FRESNO-JOQUIN MICRO	2/05		140.00	02/01/05				140.00	
28640 FRESNO-JOQUIN MICRO	3/05		140.00	03/01/05			140.00		
28918 FRESNO-JOQUIN MICRO	4/05		140.00	04/01/05		140.00			
VENDOR TOTALS ----->			660.00			140.00	140.00	380.00	

168 COVERAGE PLUS ANTENNA

27957 NCR- MANGONIA PARK	2055550		960.26	12/08/04				960.26	
28157 NCR- MANGONIA PARK	2070105		960.26	01/06/05				960.26	
28571 NCR- MANGONIA PARK	2083647		960.26	02/08/05				960.26	
28874 NCR- MANGONIA PARK	2098465		960.26	03/10/05			960.26		

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
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168 COVERAGE PLUS ANTENNA

(Continued)

29023 NCR- MANGONIA PARK	2111748	960.26	04/06/05		960.26			
VENDOR TOTALS ----->		4,801.30			960.26	960.26	2,880.78	

1473 CROWE CHIZEK AND CO LLP

29080 MOBEX	711-1359487	13,000.00	02/04/05				13,000.00	
VENDOR TOTALS ----->		13,000.00					13,000.00	

1091 CROWN CASTLE INTERNATIONAL

28875 53885-PUERTO RICO	3483890	460.62	04/01/05		460.62			
29022 PUERTO RICO	3512695	460.62	04/21/05		460.62			
VENDOR TOTALS ----->		921.24			921.24			

1668 CT CORPORATION

27381 3808018	1587308-RI	752.10	11/06/04				752.10	
28159 3808018	1715697-RI	3,637.50	12/30/04				3,637.50	
28573 3808018	1719806-RI	152.00	01/03/05				152.00	
VENDOR TOTALS ----->		4,541.60					4,541.60	

1020 CUNNINGHAM COMMUNICATIONS INC

28636 HOOPER AVE-BALTIMOR	3/05	1,215.51	03/01/05			1,215.51		
28914 HOOPER AVE-BALTIMOR	4/05	1,215.51	04/01/05		1,215.51			
VENDOR TOTALS ----->		2,431.02			1,215.51	1,215.51		

111 DALEY TOWER SVC INC

24745 MOBEX	16290	45,813.00	06/13/04				18,313.00	
VENDOR TOTALS ----->		18,313.00					18,313.00	

49 DAY WIRELESS SYS-DAY MANAGE.

24666 5988- PROSPECT	521549	200.00	05/19/04				200.00	
24667 5988- GOAT MTN	521455	200.00	05/19/04				200.00	
24668 5988- KGON	521510	200.00	05/19/04				200.00	
24669 5988- BUCK MTN	521579	200.00	05/19/04				200.00	
24734 5988	521629	200.00	05/19/04				200.00	
25371 5988- GOAT MTN	521745	200.00	06/18/04				200.00	
25372 5988- KGON	521812	200.00	06/18/04				200.00	
25373 5988- SKYLINE	521811	200.00	06/18/04				200.00	
25374 5988- PROSPECT	521850	200.00	06/18/04				200.00	
25375 5988- BUCK MTN	521883	200.00	06/18/04				200.00	
25691 5988-MT BALDY	521932	200.00	06/18/04				200.00	
26305 5988-MT BALDY	522355	200.00	07/20/04				200.00	
26306 5988-PROSPECT	522157	200.00	07/20/04				200.00	
26307 5988- GOAT MTN	522035	200.00	07/20/04				200.00	
26308 5988-BUCK MTN	522241	200.00	07/20/04				200.00	
26309 5988- SKYLINE	522099	200.00	07/20/04				200.00	
26310 5988- KGON	522100	200.00	07/20/04				200.00	
26722 5988-KGON	522780	811.20	09/22/04				811.20	
26723 5988- GOAT/SKYLINE	522750	600.00	09/22/04				600.00	
27255 5988- KGON	523056	811.20	10/19/04				811.20	
27681 5988- KGON	523460	811.20	11/22/04				811.20	

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	PAST DUE	PAST DUE	PAST DUE	STATUS
TRANS#	REFERENCE							31 - 60 Days	Over 60 Days		

49 DAY WIRELESS SYS-DAY MANAGE.

(Continued)

28625	5988- KGON	523962	811.20	01/20/05						811.20	
28628	5988	524345	811.20	02/18/05						811.20	
28629	5988- GOAT/SKYLINE	523683	600.00	12/20/04						600.00	
28630	5988- KGON	523716	811.20	12/20/04						811.20	
29073	5988- KGON	524573	811.20	03/21/05				811.20			
29074	5988- GOAT/SKYLINE	524540	600.00	03/21/05				600.00			
VENDOR TOTALS ----->			10,878.40					1,411.20		9,467.20	

45 DAY WIRELESS SYSTEMS-CSI

24679	1147- LIVINGSTON	81062	215.40	05/18/04						215.40	
24681	1147- RAINIER HILL	81040	215.20	05/18/04						215.20	
25378	1147- RAINIER HILL	81095	215.20	06/18/04						215.20	
25379	1147- LIVINGSTON	81120	215.40	06/18/04						215.40	
25726	1147-RAINIER HILL	81163	215.20	07/19/04						215.20	
25727	1147- LIVINGSTON	91220	215.40	07/19/04						215.40	
25728	1147- RAINIER HILL	81170	1,560.00	07/19/04						1,560.00	
27256	1147- RAINIER HILL	81378	1,622.40	10/19/04						1,622.40	
28624	1147-RAINIER HILL	81573	1,622.40	01/20/05						1,622.40	
VENDOR TOTALS ----->			6,096.60							6,096.60	

43 DAY WIRELESS SYSTEMS-DUCAP

25687	754-MT CONSTITUTION	37801	200.00	06/23/04						200.00	
VENDOR TOTALS ----->			200.00							200.00	

44 DAY WIRELESS SYSTEMS-MRE

24119	2530- JOAQUIN/FRESNO	123483	100.00	04/20/04						100.00	
24121	2530- LOMA PRIETA	123459	200.00	04/20/04						200.00	
24202	2530- MT DIABLO	123461	200.00	04/20/04						200.00	
24670	2530- JOAQUIN FRESNO	123677	100.00	05/19/04						100.00	
24671	2530- OSO/MODESTO	123676	100.00	05/19/04						100.00	
24672	2530- MT ADELAIDE	123675	200.00	05/19/04						200.00	
24673	2530- JOAQUIN RIDGE	123674	200.00	05/19/04						200.00	
24674	2530- MT TORO	123673	200.00	05/19/04						200.00	
24675	2530- MT OSO	123672	200.00	05/19/04						200.00	
24676	2530- MT DIABLO	123657	200.00	05/19/04						200.00	
24677	2530- MT TAMALPAIS	123656	200.00	05/19/04						200.00	
24678	2530- LOMA PRIETA	123655	200.00	05/19/04						200.00	
25364	JOAQUIN RIDGE	123833	100.00	06/22/04						100.00	
25365	2530- OSO/MODESTO	123832	100.00	06/22/04						100.00	
25366	2530- MT ADELAIDE	123831	200.00	06/22/04						200.00	
25367	2530- JOAQUIN RIDGE	123830	200.00	06/22/04						200.00	
25368	2530- MT TORO	123829	200.00	06/22/04						200.00	
25369	2530- MT OSO	123828	200.00	06/22/04						200.00	
25370	2530- MT DIABLO	123810	200.00	06/22/04						200.00	
25380	2530- MT TAMALPAIS	123809	200.00	06/22/04						200.00	
25381	2530- LOMA PRIETA	123808	200.00	06/22/04						200.00	
26294	2530- MT DIABLO	124012	200.00	07/23/04						200.00	
26295	2530- MT OSO	124029	200.00	07/23/04						200.00	
26296	2530- MT TORO	124030	200.00	07/23/04						200.00	

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
44 DAY WIRELESS SYSTEMS-MRE					(Continued)				
26297	2530- JOAQUIN RIDGE	124031	200.00	07/23/04				200.00	
26298	2530- MT ADELAIDE	124032	200.00	07/23/04				200.00	
26299	2530-OSO/MODESTO	124033	100.00	07/23/04				100.00	
26300	2530-JOAQUIN/FRESNO	124034	100.00	07/23/04				100.00	
26301	2530-LOMA PRIETA	124010	200.00	07/23/04				200.00	
26303	2530-MT TAMALPAIS	124011	200.00	07/23/04				200.00	
27253	2530- OAKLAND	124646	750.00	10/20/04				750.00	
28627	2530- OAKLAND	125223	750.00	01/20/05				750.00	
VENDOR TOTALS ----->			6,800.00					6,800.00	
46 DAY WIRELESS SYSTEMS-RATELCO									
24680	1439- TIGER MT	66610	272.00	05/18/04				272.00	
24682	1439- GOLD MTN	66626	272.00	05/18/04				272.00	
24736	1439- CAPITAL PEAK	66632	216.80	05/18/04				216.80	
25376	1439- GOLD MTN	66684	272.00	06/22/04				272.00	
25377	1439- TIGER MT	66668	272.00	06/22/04				272.00	
25685	1439-GOLD MTN	66751	272.00	07/20/04				272.00	
25686	1439-CAPITAL PK	66690	216.80	06/22/04				216.80	
25689	1439-TIGER MTN	66730	272.00	07/20/04				272.00	
25690	1439	127709	1,571.50	07/20/04				1,571.50	
26482	1439-CAPITAL PEAK	66765	216.80	07/20/04				216.80	
27109	1439-TIGER MTN	128730	395.00	10/05/04				395.00	
27254	1439- TACOMA	66998	912.51	10/18/04				912.51	
28626	1439-TACOMA	67208	912.51	01/19/05				912.51	
VENDOR TOTALS ----->			6,073.92					6,073.92	
110 DEHART MARINE ELECTRONICS INC									
28078	WATERCOM	81432	627.50	01/30/05				627.50	
28843	WATERCOM	82169	355.00	04/10/05		355.00			
VENDOR TOTALS ----->			982.50			355.00		627.50	
1515 DELOITTE & TOUCHE									
25177	MNS,LLC	08709074	11,900.00	07/01/04				7,900.00	
26645	MOBEX	9414043	32,710.00	09/15/04				32,710.00	
27771	MOBEX	9444029	3,593.00	01/02/05				3,593.00	
27772	MOBEX	9414390	1,880.00	12/12/04				1,880.00	
28160	MOBEX	9457203	7,000.00	01/09/05				7,000.00	
28700	WIRE TX ON 3/15/05	WIRE TX	10,000.00-	03/15/05			10,000.00-		
VENDOR TOTALS ----->			43,083.00				10,000.00-	53,083.00	
37 DELTA QUEEN STEAMBOAT COMPANY									
24194	FIRST QTR 2004	51004	362.70	05/10/04				362.70	
VENDOR TOTALS ----->			362.70					362.70	
311 DESOTO, COUNTY OF									
27840	2700-000	1853	1,644.96	12/01/04				1,644.96	
VENDOR TOTALS ----->			1,644.96					1,644.96	
52 DUBUQUE, COUNTY OF									

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
52 DUBUQUE, COUNTY OF (Continued)										
27551	0607300901	2004/05	369.00	11/01/04					369.00	
27556	0607300901	2004/05A	369.00	11/01/04					369.00	
VENDOR TOTALS ----->			738.00						738.00	
1216 EAGLE COMMUNICATIONS										
28876	MOBEX	701812	225.00	04/16/05			225.00			
VENDOR TOTALS ----->			225.00				225.00			
1006 ELECTRIC LIGHTWAVE										
27386	10001974	1114078	1,355.97	11/01/04					1,355.97	
27855	10001974	1207093	1,355.97	12/01/04					1,355.97	
VENDOR TOTALS ----->			2,711.94						2,711.94	
151 FAIRPOINT NEW ENGLAND										
27387	6558775	111004	41.04	11/10/04					41.04	
27856	655-8775	121004	41.43	12/10/04					41.43	
VENDOR TOTALS ----->			82.47						82.47	
1543 FARLEIGH WADA & WITT P C										
25129	MOBEX	53104	10,259.10	07/04/04					5,259.10	
25398	MOBEX	63004	7,284.27	07/30/04					7,284.27	
26486	MOBEX	73104	299.03	09/09/04					299.03	
26781	MOBEX	83104	313.76	09/30/04					313.76	
27051	MOBEX	93004	67.02	11/07/04					67.02	
VENDOR TOTALS ----->			13,223.18						13,223.18	
505 FEDERAL EXPRESS										
28963	222067219	798585560	9.49	02/01/05					9.49	
VENDOR TOTALS ----->			9.49						9.49	
1386 FIRST CHOICE POWER										
28964	424374172318	40705	219.54	04/07/05			219.54			
VENDOR TOTALS ----->			219.54				219.54			
1524 FLETCHER HEALD & HILDRETH PLC										
25914	13575	75773	5,395.00	07/28/04					395.00	
26022	13575- MOBEX	76363	7,090.56	08/28/04					7,090.56	
27053	13575	77673	1,665.00	10/29/04					1,665.00	
27388	MOBEX	78389	13,464.80	11/27/04					13,464.80	
27389	MOBEX	13575-05	94.19	11/27/04					94.19	
27705	13575	78699	8,697.28	12/29/04					8,697.28	
VENDOR TOTALS ----->			31,406.83						31,406.83	
149 FRONTIER COMMUNICATIONS CORP										
28710	MOBEX	10105	450.00	01/01/05					450.00	
29024	PORTLAND	40105	450.00	04/01/05			450.00			
VENDOR TOTALS ----->			900.00				450.00		450.00	
1210 FRONTIER TELEPHONE										

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
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1210 FRONTIER TELEPHONE

(Continued)

27390	271459801	111304	26.00	11/13/04				26.00	
27857	271459801	121304	26.00	12/13/04				26.00	
VENDOR TOTALS ----->			52.00					52.00	

1164 GILLEN, DOROTHY

28927	TOLEDO	4/05	425.00	04/01/05		425.00			
VENDOR TOTALS ----->			425.00			425.00			

1665 GLOBAL TOWER LLC

27518	BRASSWELL STREET	12/04	637.64	11/29/04				637.64	
27949	BRASSWELL STREET	1/05	637.64	12/27/04				637.64	
28009	credit due Oct04-Jan	122904	210.56	12/29/04				210.56	
28475	BRASSWELL STREET	2/05	585.00	02/01/05				585.00	
28663	BRASSWELL STREET	3/05	585.00	03/01/05			585.00		
28942	BRASSWELL STREET	4/05	585.00	04/01/05		585.00			
VENDOR TOTALS ----->			2,819.72			585.00	585.00	1,649.72	

86 GRAFTON TELEPHONE CO

28965	6187863391	40105	74.27	04/01/05		74.27			
VENDOR TOTALS ----->			74.27			74.27			

286 GRAYSON RURAL ELEC COOP CORP

28966	2900001	32005	54.90	03/20/05			54.90		
VENDOR TOTALS ----->			54.90				54.90		

1635 GREEN WAY LAWN MAINT. INC

28739	MOBEX	1071	145.00	03/16/05			145.00		
28847	MOBEX	1042	145.00	02/15/05				145.00	
VENDOR TOTALS ----->			290.00				145.00	145.00	

1505 GROVELINE

26423	10000001305	41821108	4,920.19	07/02/04				1,420.19	
26424	10000001305	42441108	4,055.11	09/02/04				4,055.11	
27165	10000001305	93004	385.58	09/30/04				385.58	
27264	10000001305	43051108	34.60	11/02/04				34.60	
VENDOR TOTALS ----->			5,895.48					5,895.48	

15 GS INDUSTRIES

28424	WATERCOM	SR28985	560.00	01/19/05				560.00	
28740	WATERCOM	SR29729	308.00	03/17/05			308.00		
VENDOR TOTALS ----->			868.00				308.00	560.00	

310 GULFPORT, CITY OF

28031	020809011014	2004	182.86	12/01/04				182.86	
VENDOR TOTALS ----->			182.86					182.86	

34 HAGER TELECOM

28967	7157925306	40105	119.30	04/01/05		119.30			
VENDOR TOTALS ----->			119.30			119.30			

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FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
1463 HEWLETT-PACKARD COMPANY										
25880	0575224	4/04-6/04	9,285.00	01/01/04					9,285.00	
25881	0575224	7/04-9/04	9,285.00	01/01/04					9,285.00	
27211	0000356245-US00	190714904	6,190.00-	07/29/04					6,190.00-	
VENDOR TOTALS ----->			12,380.00						12,380.00	
1586 HOTJOBS COM										
27680	MOBEX	733323TX	1,890.00	11/15/04					1,890.00	
VENDOR TOTALS ----->			1,890.00						1,890.00	
331 HTC										
27393	84334722040	111204	38.56	11/12/04					38.56	
27858	84334722040	121204	38.01	12/12/04					38.01	
VENDOR TOTALS ----->			76.57						76.57	
1630 IBA SYMONDS & DUNN										
24290	MOBEX	19668	2,609.55	06/02/04					2,609.55	
VENDOR TOTALS ----->			2,609.55						2,609.55	
1313 IKON OFFICE SOLUTIONS										
27268	435280-187740	63703023	518.60	11/06/04					518.60	
27808	435280-187740	63961876	509.39	12/04/04					509.39	
28015	435280187740	64214361	508.40	01/06/05					508.40	
28279	435280-187740	64480546	485.48	02/05/05					485.48	
29077	435280187740	65011394	508.38	04/06/05			508.38			
VENDOR TOTALS ----->			2,530.25				508.38		2,021.87	
1462 IRON MOUNTAIN										
27227	KY591	P561321	1,038.54	10/20/04					638.54	
28165	KY591	AK25030	238.04	01/20/05					238.04	
28616	KY591	AS13443	238.04	02/20/05					238.04	
28712	KY591	AW06159	238.04	03/20/05				238.04		
29025	KY591	BA59739	238.04	04/20/05			238.04			
VENDOR TOTALS ----->			1,590.70				238.04	238.04	1,114.62	
152 J & D INVESTMENTS INC										
26676	48- GOAT MTN	7388	1,622.40	09/21/04					1,622.40	
27959	7493- GOAT MTN	7493	1,622.40	12/20/04					1,622.40	
29026	48- GOAT MTN	7596	1,622.40	03/21/05				1,622.40		
VENDOR TOTALS ----->			4,867.20					1,622.40	3,244.80	
51 JACKSON COUNTY TREASURER										
27397	40019826	2004-05	1,112.54	11/01/04					1,112.54	
27550	482035400006000	2004/05	554.00	11/01/04					554.00	
27554	482035400006000	2004/05A	554.00	11/01/04					554.00	
VENDOR TOTALS ----->			2,220.54						2,220.54	
1058 JEFF DAVIS ELECTRIC COOP INC										
28968	1502801	405050	139.71	04/05/05			139.71			
VENDOR TOTALS ----->			139.71				139.71			

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
245 JEFFERSON, PARISH OF										
27545	206722	2004	2,141.36	11/01/04					2,141.36	
VENDOR TOTALS ----->			2,141.36						2,141.36	
1535 JOHN MITCHELL COMPANY										
29027	USDA FOREST FEE	1215	3,724.08	03/15/05				3,724.08		
VENDOR TOTALS ----->			3,724.08					3,724.08		
1715 KOVAR AIR CONDITIONING &										
29009	WATERCOM	1002	221.91	04/09/05			221.91			
VENDOR TOTALS ----->			221.91				221.91			
1433 LANE COUNTY TAX COLLECTOR										
27398	8529020	2004-05	978.46	11/29/04					978.46	
VENDOR TOTALS ----->			978.46						978.46	
252 LAUDERDALE, COUNTY OF										
27557	14209	2004	437.90	11/01/04					437.90	
VENDOR TOTALS ----->			437.90						437.90	
25 LEONORE MUTUAL TELEPHONE CO										
28969	8158563700	40105	45.09	04/01/05			45.09			
VENDOR TOTALS ----->			45.09				45.09			
1198 LICCARDI RADIO SERVICES										
28166	MOBEX	23679	324.75	01/08/05					324.75	
VENDOR TOTALS ----->			324.75						324.75	
101 LIGHTYEAR COMMUNICATIONS										
24804	613587	60104	22,352.87	06/01/04					17,352.87	
25431	613587	70104	21,621.53	07/01/04					21,621.53	
25980	613587	80104	21,562.23	08/01/04					21,562.23	
26865	613587	100104	17.60	10/01/04					17.60	
VENDOR TOTALS ----->			60,554.23						60,554.23	
1434 MARION COUNTY TAX ASSESSOR										
27400	U330883	2004-05	1,247.80	11/29/04					1,247.80	
VENDOR TOTALS ----->			1,247.80						1,247.80	
249 MATAGORDA, COUNTY OF										
27558	62735	2004	3,323.49	11/01/04					3,323.49	
VENDOR TOTALS ----->			3,323.49						3,323.49	
33 MCDONOUGH TELEPHONE										
28970	2177554382	40105	71.31	04/01/05			71.31			
VENDOR TOTALS ----->			71.31				71.31			
261 MCI WORLDCOM										
28851	92083974	71344156	.31	03/15/05				.31		
29028	X259150192323	91501923230504	1,656.32	04/12/05			1,656.32			
29029	91010592	63803100	48.02	03/25/05				48.02		

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FOR VENDORS:ALL

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
261 MCI WORLDCOM			(Continued)							
29030	X259150192408	91501924080504	945.99	04/13/05			945.99			
29031	X259150192323	91501923230503	1,123.15	03/14/05				1,123.15		
VENDOR TOTALS ----->			3,773.79				2,602.31	1,171.48		
1442 MCSWAIN COMMUNICATIONS INC										
28618	GASTONIA	2650	655.99	03/01/05				655.99		
29032	GASTONIA	2671	655.99	04/01/05			655.99			
VENDOR TOTALS ----->			1,311.98				655.99	655.99		
30 MILES COOP TELEPHONE ASSN										
28971	115- MOBEX	40105	30.45	04/01/05			30.45			
VENDOR TOTALS ----->			30.45				30.45			
1070 MJM ELECTRIC COOP INC										
28972	838000	40105	133.06	04/01/05			133.06			
VENDOR TOTALS ----->			133.06				133.06			
1438 MOMENTUM BUSINESS SOLUTIONS										
28973	5022553230	3438329	1,997.73	04/15/05			1,997.73			
VENDOR TOTALS ----->			1,997.73				1,997.73			
1292 MONSTER COM										
28170	MOBEX	2605353A	1,912.50	11/14/04					1,912.50	
VENDOR TOTALS ----->			1,912.50						1,912.50	
1567 MORGAN TOWER INC										
28660	CHESTNUT HILL-PHILAD 3/05		1,210.25	03/01/05				1,210.25		
28939	CHESTNUT HILL-PHILAD 4/05		1,210.25	04/01/05			1,210.25			
VENDOR TOTALS ----->			2,420.50				1,210.25	1,210.25		
273 MOTOROLA										
26679	1036241462	R0754010	4,485.08	10/24/04					4,485.08	
26681	1036241462	R0754003	5,291.65	10/24/04					5,291.65	
26900	MOBEX	87262856	710.69	10/31/04					710.69	
26901	MOBEX	5053.1	5,053.10	11/03/04					5,053.10	
27474	1036241462	R0780195	4,820.86	12/24/04					4,820.86	
27475	1036241462	R0780194	215.90	12/24/04					215.90	
27476	1036241462	R0780193	4,751.68	12/24/04					4,751.68	
VENDOR TOTALS ----->			25,328.96						25,328.96	
1151 MOUNTAIN UNION TELECOM LLC										
27497	VERDUGO	12/04	660.00	11/29/04					660.00	
27928	VERDUGO	1/05	840.00	12/27/04					840.00	
28454	VERDUGO	2/05	840.00	02/01/05					840.00	
28644	VERDUGO	3/05	840.00	03/01/05				840.00		
28922	VERDUGO	4/05	840.00	04/01/05			840.00			
VENDOR TOTALS ----->			4,020.00				840.00	840.00	2,340.00	
1034 MT CONSTITUTION SITES										

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FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
1034 MT CONSTITUTION SITES		(Continued)						
28639 ACCT #31 CONSTITUTIO	3/05	450.00	03/01/05			450.00		
28917 ACCT #31 CONSTITUTIO	4/05	450.00	04/01/05		450.00			
VENDOR TOTALS ----->		900.00			450.00	450.00		
1435 MULTNOMAH COUNTY TAX COLLECTOR								
27406 U528988	2004-05	1,740.32	11/29/04				1,740.32	
VENDOR TOTALS ----->		1,740.32					1,740.32	
1538 NATIONWIDE TANK & TOWER CO INC								
27275 WATERCOM	21259	650.00	10/30/04				650.00	
27276 WATERCOM	21298	1,125.00	11/18/04				1,125.00	
27277 WATERCOM	21297	5,175.00	11/18/04				5,175.00	
27278 WATERCOM	21296	1,575.00	11/18/04				1,575.00	
VENDOR TOTALS ----->		8,525.00					8,525.00	
353 NATIONWIDE TOWER COMPANY								
24938 WATERCOM	21125	13,035.00	06/15/04				3,535.00	
VENDOR TOTALS ----->		3,535.00					3,535.00	
1184 NBANC								
27817 MOBEX	103104	5.00	10/31/04				5.00	
VENDOR TOTALS ----->		5.00					5.00	
1014 NECA								
27814 822896	TRS0019900	1,048.76	12/16/04				1,048.76	
28286 822896	TRS0020267	1,048.76	01/14/05				1,048.76	
VENDOR TOTALS ----->		2,097.52					2,097.52	
8209 NEUSTAR								
28287 15088	M10149298	10.68	12/31/04				10.68	
28288 15088	M10149299	180.28	12/31/04				180.28	
VENDOR TOTALS ----->		190.96					190.96	
1162 NORTHERN STAR BROADCASTING LLE								
27019 CHARLEVOIX	11/04	480.00	11/02/04				480.00	
27501 CHARLEVOIX	12/04	480.00	11/29/04				480.00	
27932 CHARLEVOIX	1/05	480.00	12/27/04				480.00	
28458 CHARLEVOIX	2/05	480.00	02/01/05				480.00	
28647 CHARLEVOIX	3/05	480.00	03/01/05			480.00		
28926 CHARLEVOIX	4/05	480.00	04/01/05		480.00			
VENDOR TOTALS ----->		2,880.00			480.00	480.00	1,920.00	
1553 OFFICE COFFEE								
28853 570	137850	12.00	04/13/05		12.00			
VENDOR TOTALS ----->		12.00			12.00			
1041 ORANGE COUNTY TAX COLLECTOR								
27442 053650-4	2004A	154.96	03/01/05			154.96		
VENDOR TOTALS ----->		154.96				154.96		

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
1100 ORMANDY INC										
25134	4433	35071	900.00	05/01/04					900.00	
25463	4433	36231	900.00	07/01/04					900.00	
26243	4433	36705	900.00	08/01/04					900.00	
26314	4433	37227	900.00	09/01/04					900.00	
26682	4433	37726	900.00	10/01/04					900.00	
28577	4433	38706	900.00	12/01/04					900.00	
VENDOR TOTALS ----->			5,400.00						5,400.00	
985 PACIFIC BELL										
27407	2725642196069160N	564219606904306	567.92	11/01/04					567.92	
27866	2725642196069160N	564219606904336	694.63	12/01/04					694.63	
28172	2725642196069160N	564219606905001	703.58	01/01/05					703.58	
28878	3725640783222066S	564078322205060	724.39	03/01/05				724.39		
29033	3725640783222066S	564078322205091	725.28	04/01/05			725.28			
VENDOR TOTALS ----->			3,415.80				725.28	724.39	1,966.13	
1199 PARRISH, KEN										
28652	MUSKEGON	3/05	275.00	03/01/05				275.00		
28931	MUSKEGON	4/05	275.00	04/01/05			275.00			
VENDOR TOTALS ----->			550.00				275.00	275.00		
1030 PEAK RELAY INC										
27491	STEPHENSON PEAK	12/04	243.75	11/29/04					243.75	
27922	STEPHENSON PEAK	1/05	325.00	12/27/04					325.00	
28173	MOBEX- FOREST SER FE	42701	372.41	01/12/05					372.41	
28448	STEPHENSON PEAK	2/01	372.41	02/01/05					372.41	
28638	STEPHENSON PEAK	3/05	372.41	03/01/05				372.41		
28916	STEPHENSON PEAK	4/05	380.00	04/01/05			380.00			
VENDOR TOTALS ----->			2,065.98				380.00	372.41	1,313.57	
1623 PECO ENERGY										
29034	502012745811	40405	70.02	04/04/05			70.02			
VENDOR TOTALS ----->			70.02				70.02			
1260 PENNSYLVANIA DEPT OF REVENUE										
27838	2750-830	101503	233.00	10/15/03					233.00	
VENDOR TOTALS ----->			233.00						233.00	
1170 PINNACLE HILL ASSOCIATES INC										
27021	ROCHESTER	11/04	500.00	11/02/04					500.00	
27503	ROCHESTER	12/04	500.00	11/29/04					500.00	
27934	ROCHESTER	1/05	500.00	12/27/04					500.00	
28460	ROCHESTER	2/05	500.00	02/01/05					500.00	
28649	ROCHESTER	3/05	500.00	03/01/05				500.00		
28928	ROCHESTER	4/05	500.00	04/01/05			500.00			
VENDOR TOTALS ----->			3,000.00				500.00	500.00	2,000.00	
919 PINNACLE TOWERS INC										
28174	NCR- SAURATOWN	2076125	385.88	01/06/05					385.88	
28175	NCR- HILLSBOROUGH	2076126	385.88	01/06/05					385.88	

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
919 PINNACLE TOWERS INC										(Continued)
28176	NCR- RIVERDALE	2076127	850.86	01/06/05					850.86	
28177	NCR- ROCKFISH	2076128	385.88	01/06/05					385.88	
28186	D07- BREM-GOLD	2074645	516.59	01/06/05					516.59	
28187	D07- MT LIVINSTON	2074646	546.99	01/06/05					546.99	
28188	D07- CAPITAL PEAK	2074647	486.67	01/06/05					486.67	
28189	D07- MT BALDY	2074648	542.42	01/06/05					542.42	
28190	D07- BETH-SAVERCOOL	2074649	521.51	01/06/05					521.51	
28191	NCR- BULL RUN	2076129	790.08	01/06/05					790.08	
28192	NCR- WINTHERTHUR	2076130	804.55	01/06/05					804.55	
28193	NCR- SALEM-PROSPECT	2076131	505.65	01/06/05					505.65	
28194	NCR- AVON	2068893	983.99	01/06/05					983.99	
28579	D07- CLARIDGE HSE	2083181	1,298.99	02/08/05					1,298.99	
28580	D07-EWING	2088282	1,250.00	02/08/05					1,250.00	
28581	D07- VALHALLA	2088283	1,567.68	02/08/05					1,567.68	
28582	D07- INDEPENDENT HIL	2088284	1,417.50	02/08/05					1,417.50	
28583	D07- MT BALDY	2088287	542.42	02/08/05					542.42	
28584	NCR- BULL RUN	2089809	790.08	02/08/05					790.08	
28880	D07- MT BALDY	2103115	542.42	03/10/05				542.42		
28881	D074- VALHALLA	2103117	1,646.06	03/10/05				1,646.06		
28882	D07- INDEPENDENT HIL	2103119	1,417.50	03/10/05				1,417.50		
28883	D07- EWING	2103120	1,250.00	03/10/05				1,250.00		
28884	D07- CLARIDGE HSE	2097931	1,363.94	03/10/05				1,363.94		
28885	NCR- BULL RUN	2104608	790.08	03/10/05				790.08		
28886	NCR- ROCKFISH	2104609	385.88	03/10/05				385.88		
29035	D07- MT BALDY	2116370	542.42	04/06/05			542.42			
29036	D07- VALHALLA	2116372	1,646.06	04/06/05			1,646.06			
29037	D07-INDEPENDENT HILL	2116374	1,417.50	04/06/05			1,417.50			
29038	NCR- ROCKFISH	2089808	385.88	02/08/05					385.88	
29039	D07- EWING	2116375	1,250.00	04/06/05			1,250.00			
29040	D07- CLARIDGE HSE	2111294	1,363.94	04/06/05			1,363.94			
29041	NCR- BULL RUN	2117853	790.08	04/06/05			790.08			
29042	NCR- ROCKFISH	2117854	385.88	04/06/05			385.88			
VENDOR TOTALS ----->			29,751.26				7,395.88	7,395.88	14,959.50	
1637 PIPER RUDNICK										
26267	MOBEX	1535041	34,591.40	07/31/04					34,591.40	
26646	MOBEX	1552806	25,076.23	09/21/04					25,076.23	
26683	MOBEX	71504	49,134.50	07/15/04					49,134.50	
27231	MOBEX	1566543	1,538.31	10/28/04					1,538.31	
27232	MOBEX	1566547	22,859.38	10/28/04					22,859.38	
27770	MOBEX	1580758	50,217.45	12/02/04					50,217.45	
VENDOR TOTALS ----->			183,417.27						183,417.27	
1308 PITNEY BOWES INC										
23692	44546040203	304481	44.82-	03/26/04					44.82-	
23818	44546040203	512016	19.00	04/16/04					19.00	
27283	44546040203	733322	353.00	11/01/04					353.00	
27819	8000900010822504	120504	215.00	12/05/04					215.00	
28291	7411599	7411599-DC04	525.05	01/03/05					525.05	

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
1308 PITNEY BOWES INC									(Continued)
28292	8000900010822504	10405	570.88	01/04/05				570.88	
29075	7411599	7411599-MR05	552.38	04/03/05		552.38			
29076	44546040203	40405	228.08	04/04/05		228.08			
VENDOR TOTALS ----->			2,418.57			780.46		1,638.11	
425 QWEST									
27409	5032031260041B	110404	84.38	11/04/04				84.38	
27410	503T213918883B	111704	94.96	11/17/04				94.96	
27412	2534720574798B	110404A	136.56	11/04/04				136.56	
27690	503T310222884B	112504	126.95	11/25/04				126.95	
27888	2534720574798B	120404	136.56	12/04/04				136.56	
27889	5032031260041B	120404A	85.13	12/04/04				85.13	
27962	503T110756888B	121904	423.77	12/19/04				423.77	
27963	503T213918883B	121704	94.98	12/17/04				94.98	
27964	206T112077885B	121604	206.56	12/16/04				206.56	
27965	206T110055666B	121604A	206.56	12/16/04				206.56	
27966	206T110185887B	121604B	306.74	12/16/04				306.74	
27967	206T814773185B	122004	325.61	12/20/04				325.61	
28195	503T213918883B	11705	95.53	01/17/05				95.53	
28196	503T110756888B	11905	431.51	01/19/05				431.51	
28197	206T112077885B	11605	209.97	01/16/05				209.97	
28198	206T110055666B	11605A	209.97	01/16/05				209.97	
28199	206T110185887B	11605B	310.85	01/16/05				310.85	
28200	503T310222884B	12505	129.60	01/25/05				129.60	
28201	206T814773185B	12005	325.61	01/20/05				325.61	
28202	503T310222884B	122504	126.95	12/25/04				126.95	
28855	67599999	659212234	164.43	03/15/05			164.43		
28856	67599987	659212227	4.88	03/15/05			4.88		
28975	5074523324830	32805	104.96	03/28/05		104.96			
28976	5635522592792	32505	89.43	03/25/05			89.43		
VENDOR TOTALS ----->			4,432.45			104.96	258.74	4,068.75	
1050 R & L CARRIERS									
27293	MOBE45	I622712718	85.31	10/31/04				85.31	
VENDOR TOTALS ----->			85.31					85.31	
141 RADARSONICS INC									
25991	W104	17432	458.50	08/26/04				458.50	
VENDOR TOTALS ----->			458.50					458.50	
251 RALLS, COUNTY OF									
27563	4197	2004	1,053.07	11/01/04				1,053.07	
VENDOR TOTALS ----->			1,053.07					1,053.07	
107 REDCOM LABS INC									
25993	MOBEX	34300	507.51	08/22/04				507.51	
VENDOR TOTALS ----->			507.51					507.51	
36 REYNOLDS TELEPHONE COMPANY									

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
36 REYNOLDS TELEPHONE COMPANY			(Continued)							
28978	5 WATERCOM	40505	36.08	04/05/05				36.08		
28979	359 WATERCOM	40505A	32.87	04/05/05				32.87		
VENDOR TOTALS ----->			68.95					68.95		
1483 RILEY BENNETT & EGLOFF LLP										
23367	7329-0030M	12	172.00	03/01/04					172.00	
23698	7329-0030M	13	516.00	03/30/04					516.00	
25443	7329-0030M	15	666.50	05/30/04					666.50	
26439	7329-0030M	17	1,267.50	08/30/04					1,267.50	
26758	7329-0030M	19	322.50	09/30/04					322.50	
27178	7329-0030M	21	258.00	10/30/04					258.00	
VENDOR TOTALS ----->			3,202.50						3,202.50	
142 RIVER BARGE EXCURSION										
24195	FIRST QTR 2004	51004	204.00	05/10/04					204.00	
VENDOR TOTALS ----->			204.00						204.00	
87 RIVIERA TELEPHONE CO INC										
28980	361296316401	40105	64.17	04/01/05				64.17		
VENDOR TOTALS ----->			64.17					64.17		
1455 ROBISON ENTERPRISES										
26760	WATERCOM	93948	180.00	10/09/04					180.00	
27592	WATERCOM	93950	360.00	11/30/04					360.00	
VENDOR TOTALS ----->			540.00						540.00	
1563 S C TOWERS LLC										
27514	LITTLE MTN	12/04	100.00	11/29/04					100.00	
27945	LITTLE MTN	1/05	200.00	12/27/04					200.00	
28471	LITTLE MTN	2/05	200.00	02/01/05					200.00	
28659	LITTLE MTN	3/05	200.00	03/01/05				200.00		
28938	LITTLE MTN	4/05	200.00	04/01/05			200.00			
VENDOR TOTALS ----->			900.00				200.00	200.00	500.00	
1602 SALESFORCE.COM										
25858	4-207693	2176744	2,184.00	08/01/04					2,184.00	
VENDOR TOTALS ----->			2,184.00						2,184.00	
1714 SANTELER & SONS										
28872	WATERCOM	5049	185.00	04/09/05				185.00		
VENDOR TOTALS ----->			185.00					185.00		
409 SAYLES, ROBERT A										
26573	MOBEX CONSULTING	10/04	7,500.00	09/27/04					7,500.00	
27004	MOBEX CONSULTING	11/04	7,500.00	11/02/04					7,500.00	
27487	MOBEX CONSULTING	12/04	7,500.00	11/29/04					7,500.00	
29085	JULY-DEC DEFERRED	7/04-12/04	45,000.00	04/25/05	45,000.00					
VENDOR TOTALS ----->			67,500.00		45,000.00				22,500.00	

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
1454 SBC										
27417	8606781868663	111504	29.41	11/15/04					29.41	
27418	2032878262149	111504A	29.34	11/15/04					29.34	
27423	26269441925161	111304	29.48	11/13/04					29.48	
27429	41496255415767	110704C	29.46	11/07/04					29.46	
27433	21987467952009	110704G	35.76	11/07/04					35.76	
27434	81583840549259	111004	89.90	11/10/04					89.90	
27674	23183492457585	111904	34.32	11/19/04					34.32	
27689	44084591676144	112204	30.33	11/22/04					30.33	
27891	41496255415767	120704A	29.46	12/07/04					29.46	
27893	23159780899320	112804B	28.88	11/28/04					28.88	
27894	21987467952009	120704C	35.72	12/07/04					35.72	
27896	55993589129212	120204A	16.73	12/02/04					16.73	
27897	41969708588639	112804C	31.66	11/28/04					31.66	
27969	33838151484270	120704F	142.13	12/07/04					142.13	
27970	23725352532019	120704G	161.07	12/07/04					161.07	
27971	81583840549259	121004	99.89	12/10/04					99.89	
27973	26269441925161	121304	29.48	12/13/04					29.48	
27974	23183492457585	121904	34.32	12/19/04					34.32	
28203	44084591676144	122204	30.33	12/22/04					30.33	
28209	41496255415767	10705D	29.59	01/07/05					29.59	
28211	55993589129212	10205	16.78	01/02/05					16.78	
28756	74086530033473	22805	35.47	02/28/05				35.47		
28757	74067681244343	22205	42.85	02/22/05					42.85	
28758	74064329263512	22505A	35.92	02/25/05				35.92		
28759	74064323015405	22505B	47.35	02/25/05				47.35		
28760	74067679603468	22205A	32.50	02/22/05					32.50	
28762	74086534914355	22805A	47.21	02/28/05				47.21		
28858	57324801125697	22705	43.71	02/27/05				43.71		
28859	40979410411976	30305	92.65	03/03/05				92.65		
28860	81228406233028	30405	27.69	03/04/05				27.69		
28861	97924457129307	30505	55.67	03/05/05				55.67		
28862	81583840549259	31005	87.76	03/10/05				87.76		
28863	81228422132006	30405A	37.10	03/04/05				37.10		
28889	31247410389605	30705A	2,287.53	03/07/05				2,287.53		
28981	40979410411976	40305	92.70	04/03/05			92.70			
28982	74064323015405	32505	47.35	03/25/05				47.35		
28983	74067681244343	32205	42.85	03/22/05				42.85		
28984	74067679603468	32205A	32.50	03/22/05				32.50		
28985	74064329263512	32505A	35.92	03/25/05				35.92		
28986	74086534914355	32805	47.21	03/28/05			47.21			
28987	74086530033473	32805A	35.47	03/28/05			35.47			
28988	57324801125697	32705	43.71	03/27/05			43.71			
28989	97924457129307	40505	56.40	04/05/05			56.40			
29010	81228422132006	40405	37.11	04/04/05			37.11			
29011	81228406233028	40405A	41.31	04/04/05			41.31			
29043	94922502905294	40205	223.62	04/02/05			223.62			
29044	94958997246588	32305	49.11	03/23/05				49.11		
29045	84771926743871	40705	20.12	04/07/05			20.12			
29046	81583840549259	41005	90.55	04/10/05			90.55			
29047	33226783876164	40705A	226.16	04/07/05			226.16			

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FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
(Continued)										
1454 SBC										
29048	31239704368303	40705B	12.14	04/07/05			12.14			
29049	63089824574262	40105	19.87	04/01/05			19.87			
29050	84729758539101	41605	1,025.45	04/16/05			1,025.45			
VENDOR TOTALS ----->			6,047.00				1,971.82	3,005.79	1,069.39	
1403 SCHNEIDER, JOHN										
27510	281 SIXTH ST - COALI	12/04	125.00	11/29/04					125.00	
27941	281 SIXTH ST - COALI	1/05	125.00	12/27/04					125.00	
28467	281 SIXTH ST - COALI	2/05	125.00	02/01/05					125.00	
28655	281 SIXTH ST - COALI	3/05	125.00	03/01/05				125.00		
28934	281 SIXTH ST - COALI	4/05	125.00	04/01/05			125.00			
VENDOR TOTALS ----->			625.00				125.00	125.00	375.00	
1446 SHOOK HARDY & BACON LLP										
18775	MOBEX	992017	9,016.49	06/12/03					4,016.49	
19627	MOBEX	998527	4,342.99	07/22/03					4,342.99	
21680	MOBEX	1105486	71.80	09/23/03					71.80	
VENDOR TOTALS ----->			8,431.28						8,431.28	
1566 SOFTWARE HOUSE INTERNATIONAL										
27184	41719	C584A	2,971.18	11/24/04					2,971.18	
VENDOR TOTALS ----->			2,971.18						2,971.18	
3070 SOUTHERN CALIFORNIA EDISON										
29051	2155021462	40805	143.14	04/08/05			143.14			
VENDOR TOTALS ----->			143.14				143.14			
1240 SPEAKEASY NETWORK										
29052	59019	2296538	133.39	04/03/05			133.39			
VENDOR TOTALS ----->			133.39				133.39			
303 SPECTRASITE BUILDING GROUP INC										
28632	MANHATTAN SITE	3/05	1,194.86	03/01/05				1,194.86		
28911	MANHATTAN SITE	4/05	1,194.86	04/01/05			1,194.86			
VENDOR TOTALS ----->			2,389.72				1,194.86	1,194.86		
1093 SPECTRASITE WIRELESS										
27975	40462- MYRTLE BEACH	1337622	760.41	12/28/04					760.41	
28595	40462-MYRTLE BEACH	1373250	760.41	02/01/05					760.41	
28619	40462- MYRTLE BEACH	1400137	760.41	03/01/05				760.41		
29069	40462- MYRTLE BEACH	1433926	760.41	04/01/05			760.41			
VENDOR TOTALS ----->			3,041.64				760.41	760.41	1,520.82	
813 SPRINT										
27437	2526386034757	110104	44.93	11/01/04					44.93	
27438	920661838	111504	3,326.87	11/15/04					3,326.87	
27902	2526386034757	120104	45.34	12/01/04					45.34	
27976	920661838	121504	3,326.87	12/15/04					3,326.87	
28219	920661838	11505	3,334.36	01/15/05					3,334.36	

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FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	31 - 60 Days	PAST DUE Over 60 Days	STATUS
813 SPRINT (Continued)										
28992	8502671253292	32205	76.40	03/22/05				76.40		
VENDOR TOTALS ----->			10,154.77					76.40	10,078.37	
1154 STATE COMMUNICATIONS										
28456	ROGERS CITY	2/05	424.36	02/01/05					424.36	
28646	ROGERS CITY	3/05	424.36	03/01/05				424.36		
28924	ROGERS CITY	4/05	424.36	04/01/05			424.36			
VENDOR TOTALS ----->			1,273.08				424.36	424.36	424.36	
343 STEVENS, ESTATE OF WILLIE LOU										
28692	SARGENT, TX - ANNUAL	3/2005	4,626.00	03/01/05				4,626.00		
VENDOR TOTALS ----->			4,626.00					4,626.00		
1219 STUMLERS PRINT INC										
27608	MOBEX	31857	203.84	12/08/04					203.84	
VENDOR TOTALS ----->			203.84						203.84	
329 SUBCARRIER COMMUNICATIONS INC										
27485	SAVANNAH GA SITE REN	12/04	367.50	11/29/04					367.50	
27916	SAVANNAH GA SITE REN	1/05	430.00	12/27/04					430.00	
28442	SAVANNAH GA SITE REN	2/01	430.00	02/01/05					430.00	
28633	SAVANNAH GA SITE REN	3/05	498.36	03/01/05				498.36		
28912	SAVANNAH GA SITE REN	4/05	498.36	04/01/05			498.36			
VENDOR TOTALS ----->			2,224.22				498.36	498.36	1,227.50	
1307 SUFFOLK VIRGINIA, CITY OF										
27439	80715	28991	51.85	11/01/04					51.85	
VENDOR TOTALS ----->			51.85						51.85	
1609 T MOBILE										
27903	5717233513	112004	69.95	11/20/04					69.95	
VENDOR TOTALS ----->			69.95						69.95	
1243 TAX COLLECTOR										
27379	144005	2004	215.27	11/01/04					215.27	
27385	32933-0000-1	2004A	240.81	02/15/05					240.81	
27399	16052	2004/05	71.12	11/29/04					71.12	
27404	40-079353	2004B	110.02	03/15/05				110.02		
27443	554856-5	2004C	122.41	03/15/05				122.41		
27543	M7041500	2004D	735.92	11/01/04					735.92	
27712	3300004990	2004E	1,939.03	12/01/04					1,939.03	
27837	B60195800	2004F	535.57	12/01/04					535.57	
VENDOR TOTALS ----->			3,970.15					232.43	3,737.72	
1190 TELLABS OPERATIONS INC										
24186	MOBEX	10813	704.40	05/26/04					704.40	
VENDOR TOTALS ----->			704.40						704.40	
622 TESSCO										

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FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
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622 TESSCO

(Continued)

27238	2255950	263039	83.57	12/04/04				83.57	
27239	2255950	211253	553.13	11/26/04				553.13	
27240	2255950	295221	113.94	12/09/04				113.94	
27675	2255950	267102	42.72	12/04/04				42.72	
27676	2255950	325326	419.74-	11/15/04				419.74-	
27677	2255950	307661	113.83	12/11/04				113.83	
27678	2255950	374032	43.17	12/22/04				43.17	
28220	2255950	374843	840.51	12/23/04				840.51	
29071	2255950	952171	1,576.20	10/17/04				1,576.20	
VENDOR TOTALS ----->			2,947.33					2,947.33	

1644 THE BALTIMORE SUN

25547	MOBEX	1316	229.32	07/19/04				229.32	
VENDOR TOTALS ----->			229.32					229.32	

344 TIME WARNER TELECOM

27441	26978	110104	803.76	11/01/04				803.76	
27904	26978	120104	803.76	12/01/04				803.76	
28221	26978	10105	817.04	01/01/05				817.04	
VENDOR TOTALS ----->			2,424.56					2,424.56	

1678 TNCI

28952	63775	1567699	2,480.20	04/01/05		2,480.20			
VENDOR TOTALS ----->			2,480.20			2,480.20			

248 TRIMBLE, COUNTY OF

27547	33380001	2004	85.70	11/01/04				85.70	
VENDOR TOTALS ----->			85.70					85.70	

1513 TYLER MOUNTAIN WATER CO INC

29008	510968	815346	7.30	04/15/05		7.30			
VENDOR TOTALS ----->			7.30			7.30			

410 UNITED PARCEL SERVICE

21164	445182	445182443	439.60	11/01/03				439.60	
23943	WRONG AP ACCT	445182443	439.60-	11/01/03				439.60-	
28767	0250ZZ	30505	129.00	03/05/05			129.00		
28864	0250ZZ	31205	71.09	03/12/05			71.09		
28993	0250ZZ	32605	73.67	03/26/05		73.67			
28994	0250ZZ	31905	73.65	03/19/05			73.65		
28995	0250ZZ	40205	347.73	04/02/05		347.73			
29007	0250ZZ	40905	86.05	04/09/05		86.05			
VENDOR TOTALS ----->			781.19			507.45	273.74		

81 UNIVERSAL LIFELINE TELEPHONE

27844	REGIONET	11/2004	152.70	12/23/04				152.70	
VENDOR TOTALS ----->			152.70					152.70	

1018 UNIVERSITY INDUSTRIAL CENTER

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FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
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1018 UNIVERSITY INDUSTRIAL CENTER

(Continued)

28720	MOBEX	2/05	67.20	03/18/05			67.20		
VENDOR TOTALS ----->			67.20				67.20		

1066 VECTREN

28996	026003429465369687	33005	467.64	03/30/05		467.64			
VENDOR TOTALS ----->			467.64			467.64			

9011 VERIZON

27445	7167739412	110104	29.82	11/01/04				29.82	
27447	8045010208	110404	46.02	11/04/04				46.02	
27455	7275562953001121	110704E	45.31	11/07/04				45.31	
27458	3026563860	110704F	27.55	11/07/04				27.55	
27460	6177231138	110604	26.15	11/06/04				26.15	
27461	3154691870	111004B	29.96	11/10/04				29.96	
27462	5082522037	111004C	28.25	11/10/04				28.25	
27463	6107915014	111604	27.70	11/16/04				27.70	
27466	7324461139	111304A	27.85	11/13/04				27.85	
27467	9091821026980807	111604A	176.52	11/16/04				176.52	
27468	8181672737990818	111904	69.76	11/19/04				69.76	
27469	9897348744010503	111004D	34.30	11/10/04				34.30	
27470	N15EHP5286113	111304B	137.05	11/13/04				137.05	
27682	5182377071	112204C	29.83	11/22/04				29.83	
27683	8148667413	112204D	25.89	11/22/04				25.89	
27684	8458386275	112504A	29.65	11/25/04				29.65	
27977	9091821026980807	121604	176.52	12/16/04				176.52	
27979	EHP528611304348	121304C	137.29	12/13/04				137.29	
27980	8181672737990818	121904	69.76	12/19/04				69.76	
27981	6107915014	121604A	27.70	12/16/04				27.70	
27983	7324461139	121304D	27.81	12/13/04				27.81	
27987	7167739412	120104	29.83	12/01/04				29.83	
27988	6316968139	112804	30.04	11/28/04				30.04	
27992	3154691870	121004B	29.96	12/10/04				29.96	
27993	5082522037	121004C	28.54	12/10/04				28.54	
27995	6177231138	120604	26.15	12/06/04				26.15	
27998	7275562953001121	120704G	48.92	12/07/04				48.92	
27999	8045010208	120404A	46.61	12/04/04				46.61	
28001	3026563860	120704I	31.94	12/07/04				31.94	
28002	9897348744010503	121004D	34.30	12/10/04				34.30	
28231	N15EHP5286113	EHP528611305013	138.95	01/13/05				138.95	
28237	7275562953001121	10705E	49.06	01/07/05				49.06	
28243	5182377071	122204A	29.83	12/22/04				29.83	
28246	8181672737990818	11905A	70.98	01/19/05				70.98	
28866	7244957700	30705	61.34	03/07/05			61.34		
28867	9375493961861205	30705A	65.34	03/07/05			65.34		
28895	73680484067Y	31005	840.02	03/10/05			840.02		
28997	9375493961861205	40705	65.50	04/07/05		65.50			
28998	6093960618	41005	47.60	04/10/05		47.60			
28999	6188932104860528	31605	89.13	03/16/05			89.13		
29000	8129699989010110	32505	116.22	03/25/05			116.22		

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
9011 VERIZON					(Continued)				
29001	7409491708990603	32205	88.60	03/22/05			88.60		
29002	2815591511861006	32205A	132.00	03/22/05			132.00		
29003	3617580019860707	32205B	111.29	03/22/05			111.29		
29004	7244957700	40705A	61.33	04/07/05		61.33			
29053	215N601097905	40205	1,056.00	04/02/05		1,056.00			
29054	6103612037	40705B	48.98	04/07/05		48.98			
29055	2157538115	40505	21.92	04/05/05		21.92			
29056	9143455001	40405	60.09	04/04/05		60.09			
29057	71652684052Y	40705C	1,207.98	04/07/05		1,207.98			
29058	3014307196	40705D	57.34	04/07/05		57.34			
29059	2155083424	40705E	23.75	04/07/05		23.75			
29060	73680484067Y	41005A	843.09	04/10/05		843.09			
29061	3016540906	40705F	49.86	04/07/05		49.86			
29062	2123445925	32205D	30.82	03/22/05			30.82		
29063	3014739373	31905	25.14	03/19/05			25.14		
29064	7037531719	32505A	38.82	03/25/05			38.82		
29065	7037910404	32505B	41.30	03/25/05			41.30		
29066	914N510817	31905A	592.13	03/19/05			592.13		
29067	6316433045	31605A	29.58	03/16/05			29.58		
29068	4103320937	40705G	27.30	04/07/05		27.30			
VENDOR TOTALS ----->			7,658.27			3,570.74	2,261.73	1,825.80	
1591 VILLAGE OF PLEASANT PRAIRIE									
28007	90007152000	417400346	242.66	12/01/04				242.66	
VENDOR TOTALS ----->			242.66					242.66	
318 WAL MART STORES INC									
25574	9143	121090	799.00	07/07/04				499.00	
VENDOR TOTALS ----->			499.00					499.00	
246 WALTON, COUNTY OF									
27544	10700050	2004	1,033.80	03/15/05			1,033.80		
VENDOR TOTALS ----->			1,033.80				1,033.80		
78 WASHINGTON ELECTRIC COOP									
29005	1041727600	32305	114.03	03/23/05			114.03		
VENDOR TOTALS ----->			114.03				114.03		
2441 WASTE MANAGEMENT									
27304	169007231604815	136619604814	361.65	11/01/04				361.65	
VENDOR TOTALS ----->			361.65					361.65	
267 WEST FELICIANA, PARISH OF									
27839	6040006050	2004	1,117.99	12/01/04				1,117.99	
VENDOR TOTALS ----->			1,117.99					1,117.99	
69 WEST MACHINE INC									
25817	P/O #: 10904	16537	3,973.50	08/27/04				3,973.50	
25818	P/O #: 10907	16550	584.85	08/29/04				584.85	

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VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
69 WEST MACHINE INC										(Continued)
25819	P/O #:	10903 16538	2,649.00	08/27/04					2,649.00	
26222	P/O #:	10899 16589	3,973.50	09/08/04					3,973.50	
26223	MOBEX	16590	1,324.50	09/08/04					1,324.50	
26649	PAD RIVER-RETURNED E	70358	3,973.50-	09/28/04					3,973.50-	
26788	EZ STICK/PARTS RETUR	101404	4,801.25-	10/14/04					4,801.25-	
27625	MOBEX	113004	3,361.85-	11/30/04					3,361.85-	
VENDOR TOTALS ----->			368.75						368.75	
1150 WESTERN NEW YORK PUBLIC										
27927	BUFFALO LEASE	1/05	1,267.24	12/27/04					1,267.24	
28453	BUFFALO LEASE	2/05	1,267.24	02/01/05					1,267.24	
28643	BUFFALO LEASE	3/05	1,267.24	03/01/05				1,267.24		
28921	BUFFALO LEASE	4/05	1,267.24	04/01/05			1,267.24			
VENDOR TOTALS ----->			5,068.96				1,267.24	1,267.24	2,534.48	
1172 WEWS TV										
27504	CLEVELAND	12/04	1,090.00	11/29/04					1,090.00	
27935	CLEVELAND	1/05	1,090.00	12/27/04					1,090.00	
28461	CLEVELAND	2/05	1,090.00	02/01/05					1,090.00	
28650	CLEVELAND	3/05	1,090.00	03/01/05				1,090.00		
28929	CLEVELAND	4/05	1,090.00	04/01/05			1,090.00			
VENDOR TOTALS ----->			5,450.00				1,090.00	1,090.00	3,270.00	
59 WHEELHOUSE ELECTRONICS										
28422	BWATCOM	B501015	246.07	02/11/05					246.07	
28423	BWATCOM	B412080	180.40	01/30/05					180.40	
28774	BWATCOM	B502065	539.75	03/30/05			539.75			
VENDOR TOTALS ----->			966.22				539.75		426.47	
302 WJAR TV - SPECTRASITE - NBC TV										
28218	87750-REHOBETH	1359108	935.89	02/01/05					935.89	
28596	87750- REHOBETH	1343505	935.89	01/01/05					935.89	
28894	87750- REHOBETH	1408279	935.89	03/01/05				935.89		
29070	87750-REHOBETH	1439548	935.89	04/01/05			935.89			
VENDOR TOTALS ----->			3,743.56				935.89	935.89	1,871.78	
1173 WKQI/AMFM MICHIGAN INC										
23421	DETROIT	4/04	1,102.50	03/22/04					1,102.50	
23864	DETROIT	5/04	1,102.50	04/19/04					1,102.50	
24484	DETROIT	6/04	1,102.50	05/24/04					1,102.50	
24891	DETROIT	7/04	1,102.50	06/18/04					1,102.50	
25609	DETROIT	8/04	1,102.50	07/26/04					1,102.50	
26092	DETROIT	9/04	1,102.50	08/27/04					1,102.50	
26592	DETROIT	10/04	1,102.50	09/27/04					1,102.50	
27023	DETROIT	11/04	1,102.50	11/02/04					1,102.50	
27505	DETROIT	12/04	1,102.50	11/29/04					1,102.50	
27936	DETROIT	1/05	1,102.50	12/27/04					1,102.50	
28462	DETROIT	2/05	1,102.50	02/01/05					1,102.50	
28651	DETROIT	3/05	1,102.50	03/01/05				1,102.50		

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	2003	1 - 30 Days	PAST DUE	PAST DUE	PAST DUE	STATUS
TRANS#	REFERENCE							31 - 60 Days	Over 60 Days		

1173 WKQI/AMFM MICHIGAN INC

(Continued)

28930	DETROIT	4/05	1,102.50	04/01/05				1,102.50			
VENDOR TOTALS ----->			14,332.50					1,102.50	1,102.50	12,127.50	

1286 WNYT TV

27509	ALBANY - 218 BELLVIE	12/04	360.00	11/29/04						360.00	
27940	ALBANY - 218 BELLVIE	1/05	360.00	12/27/04						360.00	
28466	ALBANY - 218 BELLVIE	2/05	360.00	02/01/05						360.00	
28654	ALBANY - 218 BELLVIE	3/05	360.00	03/01/05					360.00		
28933	ALBANY - 218 BELLVIE	4/05	360.00	04/01/05				360.00			
VENDOR TOTALS ----->			1,800.00					360.00	360.00	1,080.00	

388 WQLN

27252	REGIONET- ERIE	11000	557.50	11/01/04						557.50	
28004	ERIE	11085	557.50	12/01/04						557.50	
28253	REGIONET	11168	557.50	01/01/05						557.50	
28612	REGIONET- ERIE	11251	557.50	02/01/05						557.50	
28721	MOBEX - ERIE	11331	557.50	03/01/05					557.50		
29072	REGIONET- ERIE	11410	557.50	04/01/05				557.50			
VENDOR TOTALS ----->			3,345.00					557.50	557.50	2,230.00	

256 WVEC TV

27483	SUFFOLK VA	12/04	313.71	11/29/04						313.71	
27914	SUFFOLK VA	1/05	313.71	12/27/04						313.71	
28440	SUFFOLK VA	2/01	313.71	02/01/05						313.71	
28631	SUFFOLK VA	3/05	313.71	03/01/05					313.71		
28910	SUFFOLK VA	4/05	313.71	04/01/05				313.71			
VENDOR TOTALS ----->			1,568.55					313.71	313.71	941.13	

1241 WVTM / WCGV

27025	MILWAUKEE	11/04	963.43	11/02/04						.43	
27507	MILWAUKEE	12/04	963.43	11/29/04						.43	
27938	MILWAUKEE	1/05	963.43	12/27/04						963.43	
28464	MILWAUKEE	2/05	963.43	02/01/05						963.43	
VENDOR TOTALS ----->			1,927.72							1,927.72	

1157 XO COMMUNICATIONS

28005	1522795	22104959	151.23	12/13/04						151.23	
28006	1376465	22110730	373.52	12/14/04						373.52	
28254	1522795	22272682	151.26	01/13/05						151.26	
28255	1376465	22280359	373.60	01/14/05						373.60	
VENDOR TOTALS ----->			1,049.61							1,049.61	

1701 YOUNG & CALDWELL

28030	MOBEX	113004	425.18	12/30/04						425.18	
VENDOR TOTALS ----->			425.18							425.18	

1631 YOUNG, RICHARD

26457	MOBEX LLC- JULY	7/04	10,276.00	08/10/04						10,276.00	
26458	MOBEX LLC- AUG	91004	10,450.00	09/10/04						10,450.00	

AGED AS OF 04/25/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME		PAST DUE	PAST DUE	PAST DUE					
TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS	
1631 YOUNG, RICHARD			(Continued)							
26996	WIRE TX ON 10/29/04	102904	10,000.00-	10/29/04				10,000.00-		
27314	WIRE TX MADE TOWARDS	111204	5,000.00-	11/12/04				5,000.00-		
VENDOR TOTALS ----->			5,726.00					5,726.00		
REPORT TOTALS ----->			920,596.25		45,910.00	71,488.23	46,642.70	756,555.32		

1,700 RECORDS READ

757 RECORDS PROCESSED

ADDITIONAL \$140K FOR AMERICAN TOWER THAT IS NOT ON AP REPORTS BRINGS AP TOTAL TO:

TOTAL

\$1,060,596.25

AGED AS OF 04/27/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR NAME	TRANS# REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
173 FOLEY & FREEMAN CHARTERED									
124919 MOBEX		100704	5,916.76	10/17/04				1,424.88	
124937 MOBEX		60804	4,199.89	06/18/04				4,199.89	
124941 MOBEX		111004	13,613.19	11/20/04				13,613.19	
124950 MOBEX		112904	3,276.08	12/09/04				3,276.08	
VENDOR TOTALS ----->			22,514.04					22,514.04	
273 MOTOROLA									
124935 1036001501		41062413	75,904.49	11/10/04				75,904.49	
VENDOR TOTALS ----->			75,904.49					75,904.49	
728 CT CORPORATION SYSTEM									
124805 1412396		1358689-RI	1,006.50	07/08/04				1,006.50	
124845 1412396		1400166-RI	424.50	07/26/04				424.50	
124888 MOBEX		2002531741-00	474.05	04/01/04				474.05	
124889 MOBEX		2002531742-00	416.10	05/01/04				416.10	
124890 MOBEX		2002531743-00	208.05	04/01/04				208.05	
124891 MOBEX		2002531744-00	208.05	04/01/04				208.05	
124892 MOBEX		2002531745-00	208.05	04/01/04				208.05	
124893 MOBEX		2002531746-00	208.05	04/01/04				208.05	
124894 MOBEX		2002531747-00	208.05	04/01/04				208.05	
124895 MOBEX		2002531748-00	208.05	04/01/04				208.05	
124896 MOBEX		2002531749-00	208.05	04/01/04				208.05	
VENDOR TOTALS ----->			3,777.50					3,777.50	
858 YOUNG, RICHARD									
124861 MOBEX INC - JULY		7/04	5,451.00	08/10/04				5,451.00	
124862 MOBEX INC- AUG		8/04	2,125.00	09/10/04				2,125.00	
VENDOR TOTALS ----->			7,576.00					7,576.00	
1393 CSC									
124877 7152252		A3830890	234.00	12/01/03				234.00	
124878 7152252		A3830895	1,872.00	12/01/03				1,872.00	
124879 7152252		A3830893	234.00	12/01/03				234.00	
124880 7152252		A3830887	1,404.00	12/01/03				1,404.00	
124881 7152252		A3830892	234.00	12/01/03				234.00	
124882 7152252		A3830891	936.00	12/01/03				936.00	
124883 7152252		7152252	234.00	12/01/03				234.00	
124884 7152252		A3830896	468.00	12/01/03				468.00	
124885 7152252		A3830897	234.00	12/01/03				234.00	
124886 7152252		A3830888	1,170.00	12/01/03				1,170.00	
124887 7152252		A3830889	936.00	12/01/03				936.00	
VENDOR TOTALS ----->			7,956.00					7,956.00	
3978 HUNTINGTON, COUNTY OF									
124951 2030087100		2002	232.87	08/06/04				232.87	
VENDOR TOTALS ----->			232.87					232.87	
6731 DELOITTE & TOUCHE LLP									
124846 MOBEX		9358543	6,235.00	08/16/04				1,235.00	
124933 MOBEX		9414332	8,950.00	10/18/04				8,950.00	

AGED AS OF 04/27/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
6731 DELOITTE & TOUCHE LLP			(Continued)						
124979	Wire tx 3/3/05	wire	10,000.00-	03/03/05			10,000.00-		
VENDOR TOTALS ----->			185.00				10,000.00-	10,185.00	
7790 WELLS FARGO									
124920	0193524683	9/04	169.45	10/08/04				169.45	
124921	0017648882	100804	432.47	10/08/04				432.47	
VENDOR TOTALS ----->			601.92					601.92	
9359 STATE CORPORATION COMMISSION									
124923	F147760-5	2004	1,870.00	08/05/04				1,870.00	
VENDOR TOTALS ----->			1,870.00					1,870.00	
9371 NEXSEN PRUET JACOBS & POLLARD									
124743	MOBEX	53028110	21,559.64	04/14/04				15,559.64	
124863	028979-00006	53054500	600.00	09/08/04				600.00	
124900	MOBEX	53055998	1,286.90	09/14/04				1,286.90	
124901	MOBEX	53058368	68.00	10/08/04				68.00	
124902	MOBEX	53058778	251.49	10/09/04				251.49	
124940	MOBEX	53065905	311.25	11/20/04				311.25	
124942	MOBEX	53065027	269.60	11/12/04				269.60	
124959	MOBEX	53068521	127.50	12/08/04				127.50	
124973	MOBEX	53074772	48.75	01/21/05				48.75	
124974	MOBEX	53074106	175.00	01/14/05				175.00	
124975	MOBEX	53074105	2,082.40	01/14/05				2,082.40	
VENDOR TOTALS ----->			20,780.53					20,780.53	
9381 FLORIDA DEPARTMENT OF REVENUE									
124972	1129089	2002A	50.00	11/12/04				50.00	
VENDOR TOTALS ----->			50.00					50.00	
9392 BAKER & DANIELS									
124739	MOBEX MSC	1162137	4,567.06	03/22/04				4,567.06	
124740	MOBEX	1162138	9,107.86	03/22/04				9,107.86	
VENDOR TOTALS ----->			13,674.92					13,674.92	
9397 SHOOK HARDY & BACON LLP									
124718	MOBEX	992017	9,016.49	06/27/03				9,016.49	
124719	MOBEX	1105486	71.80	10/08/03				71.80	
124720	MOBEX	998527	4,342.99	08/06/03				4,342.99	
VENDOR TOTALS ----->			13,431.28					13,431.28	
9436 MCCAULEY NICOLAS & CO LLC									
124899	40430	20154	4,675.00	09/15/04				4,675.00	
VENDOR TOTALS ----->			4,675.00					4,675.00	
9449 ALEXANDRIA, CITY OF									
124949	3781201	2004	346.48	11/01/04				346.48	
VENDOR TOTALS ----->			346.48					346.48	

AGED AS OF 04/27/05

FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
9461 CROWE CHIZEK AND CO. LLC									
124844	MOBEX	72004	3,990.00	07/20/04				3,990.00	
VENDOR TOTALS ----->			3,990.00					3,990.00	
9464 MAYS FOSTER & GUNTER LLP									
124925	4168	22654	598.00	09/30/04				598.00	
VENDOR TOTALS ----->			598.00					598.00	
9465 HOOPER CORNELL PLLC									
124786	MOBEX	118597	113.74	04/30/04				113.74	
124787	MOBEX	117792	1,794.00	02/29/04				1,794.00	
124927	62620001	119963	615.00	09/30/04				615.00	
VENDOR TOTALS ----->			2,522.74					2,522.74	
9467 ORRICK HERRINGTON & SUTCLIFFE									
124675	14482	893337	32,395.25	01/10/04				22,395.25	
VENDOR TOTALS ----->			22,395.25					22,395.25	
9469 PIPER RUDNICK									
124854	MOBEX	1535036	57,214.24	07/31/04				57,214.24	
124903	MOBEX	71504	49,134.50	07/15/04				49,134.50	
124938	MOBEX	1566545	3,640.00	10/28/04				3,640.00	
124939	MOBEX	1566544	44,027.05	10/28/04				44,027.05	
124947	MOBEX	1576490	18,887.80	11/22/04				18,887.80	
124948	MOBEX	1576489	59,829.56	11/22/04				59,829.56	
VENDOR TOTALS ----->			232,733.15					232,733.15	
9470 POTTER ANDERSON & CORROON LLP									
124722	MOBEX	98738	5,736.65	03/25/04				4,236.65	
124795	MOBEX	1439	5.00	05/15/04				5.00	
VENDOR TOTALS ----->			4,241.65					4,241.65	
9472 BECKMAN LAWSON LLP									
124837	013173	112628	852.00	06/30/04				852.00	
124840	013173	112631	672.50	06/30/04				672.50	
124841	013173	114499	712.50	07/31/04				712.50	
124874	013173	114788	183.75	08/31/04				183.75	
124875	013173	83104	213.50	08/31/04				213.50	
124876	013173	114789	1,987.50	08/31/04				1,987.50	
124943	MOBEX	117119	280.71	10/31/04				280.71	
124944	MOBEX	117120	2,131.25	10/31/04				2,131.25	
124945	MOBEX	117121	332.50	10/31/04				332.50	
124946	MOBEX	117122	262.50	10/31/04				262.50	
VENDOR TOTALS ----->			7,628.71					7,628.71	
9474 DOCUMENT TECHNOLOGIES									
124796	MOBEX/12420	127456	4,044.18	05/28/04				4,044.18	
124872	12420	140088	896.09	08/20/04				896.09	
124873	12420	140089	818.91	08/20/04				818.91	
124955	12420	150028	4,181.81	10/20/04				4,181.81	
124956	12420	150030	2,264.47	10/20/04				2,264.47	

AGED AS OF 04/27/05
FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR NAME	DOCUMENT #	ORIG AMT	DUE DATE	Current	PAST DUE 1 - 30 Days	PAST DUE 31 - 60 Days	PAST DUE Over 60 Days	STATUS
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9474 DOCUMENT TECHNOLOGIES

(Continued)

124957	12420	154044	550.66	11/11/04			550.66	
124958	12420	140751	547.58	08/24/04			547.58	
VENDOR TOTALS ----->			13,303.70				13,303.70	

9475 OGLETREE DEAKINS NASH

124808	MOBEX	310836	6,532.75	08/07/04			6,532.75	
124952	MOBEX	324750	4,361.98	12/23/04			4,361.98	
124953	MOBEX	319195	5,102.37	12/22/04			5,102.37	
124954	MOBEX	326827	7,001.66	01/01/05			7,001.66	
VENDOR TOTALS ----->			22,998.76				22,998.76	

9476 HURON CONSULTING GROUP

124928	01964-001	106066	24,123.16	08/18/04			24,123.16	
VENDOR TOTALS ----->			24,123.16				24,123.16	

9477 ESQUIRE DEPOSITION SERV LLC

124824	MOBEX	47479EDA	597.50	08/29/04			597.50	
124850	MOBEX	47467EDA	942.50	08/29/04			942.50	
124897	MOBEX	47717EDA	1,170.15	09/11/04			1,170.15	
124929	MOBEX	48611EDA	767.50	10/16/04			767.50	
124934	MOBEX	47752EDA	1,766.55	09/12/04			1,766.55	
VENDOR TOTALS ----->			5,244.20				5,244.20	

9485 VORYS SATER SEYMOUR AND

124992	MOBEX	542789	836.46	01/19/05			836.46	
VENDOR TOTALS ----->			836.46				836.46	

9486 BALDWIN ASSOCIATES C/O

125005	MOBEX	4101	21,054.62	06/05/04			21,054.62	
125006	MOBEX	4103	22,740.16	08/09/04			22,740.16	
125007	MOBEX	4102	21,955.45	07/10/04			21,955.45	
125008	PD FROM LLC INV 4102	CMX4102	21,955.45-	07/26/04			21,955.45-	
125009	PD FROM LLC 4101	4101	6,154.62-	11/17/04			6,154.62-	
125010	PD FROM LLC 4103	4103	2,740.16-	10/13/04			2,740.16-	
125011	GARNISHMENT 3/21/05	32105	10,604.84-	03/21/05		10,604.84-		
125012	GARNISHMENT 3/23/05	32305	6,617.07-	03/23/05		6,617.07-		
VENDOR TOTALS ----->			17,678.09			17,221.91-	34,900.00	

REPORT TOTALS ----->		531,869.90				27,221.91-	559,091.81	
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8,796 RECORDS READ 105 RECORDS PROCESSED

MOBEX COMMUNICATIONS, INC.
Jeffersonville, Indiana

CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

MOBEX COMMUNICATIONS, INC.
Jeffersonville, Indiana

CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

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Crowe Chizek and Company LLC
Member Horwath International

REPORT OF INDEPENDENT AUDITORS

Board of Directors
Mobex Communications, Inc.
Jeffersonville, Indiana

We have audited the accompanying consolidated balance sheets of Mobex Communications, Inc. and Subsidiaries (the "Company") as of December 31, 2003 and 2002, and the related consolidated statements of operations, stockholders' deficiency and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Mobex Communications, Inc. and Subsidiaries at December 31, 2003 and 2002, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company has suffered recurring losses from operations and has a stockholders' deficiency that raise substantial doubt about its ability to continue as a going concern. Management's plans concerning these matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Crowe Chizek and Company LLC

Crowe Chizek and Company LLC

Louisville, Kentucky
April 22, 2004

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2003 and 2002
(Dollars in thousands)

	<u>2003</u>	<u>2002</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 590	\$ 1,196
Accounts receivable, net of allowance for doubtful accounts of \$17 in 2003 and \$241 in 2002	359	836
Other current assets	526	714
Deferred tax assets	109	230
Income taxes receivable	1,403	582
Net assets held for sale	<u>-</u>	<u>192</u>
Total current assets	2,987	3,750
Other noncurrent assets	199	527
Property and equipment, net	5,565	7,715
Amortizable intangibles, net	72	342
Unamortizable intangibles, net	<u>18,868</u>	<u>18,868</u>
Total assets	<u>\$ 27,691</u>	<u>\$ 31,202</u>
 LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
Current liabilities		
Current portion of long-term debt	\$ 790	\$ 1,314
Accounts payable	721	1,223
Accrued expenses and other liabilities	1,541	956
Current portion of capital lease obligation	<u>339</u>	<u>249</u>
Total current liabilities	3,391	3,742
Long-term debt, net of current portion	1,912	18
Capital lease obligation, net of current portion	-	93
Deferred income taxes	<u>597</u>	<u>286</u>
Total liabilities	5,900	4,139
Minority interest	13,437	14,146
Redeemable preferred stock - \$0.01 par value; 1,111,320 shares authorized; 1,111,320 shares outstanding in 2003 and 2002, respectively	33,092	30,431
Stockholders' deficiency:		
Convertible preferred stock, \$0.01 par value; 5,470,001 shares authorized; 4,856,046 shares outstanding in 2003 and 2002	48	48
Class A common stock, \$0.01 par value; 500,000 shares authorized, none outstanding	-	-
Common stock, \$0.01 par value; 10,000,000 shares authorized; 1,190,298 and 1,060,298 shares outstanding in 2003 and 2002, respectively	12	11
Additional paid in capital	7,298	9,959
Accumulated deficiency	<u>(32,096)</u>	<u>(27,532)</u>
Total stockholders' deficiency	(24,738)	(17,514)
Total liabilities and stockholders' deficiency	<u>\$ 27,691</u>	<u>\$ 31,202</u>

See accompanying consolidated notes.

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
Years ended December 31, 2003 and 2002
(Dollars in thousands)

	<u>2003</u>	<u>2002</u>
Revenues	\$ 4,604	\$ 5,608
Costs and expenses:		
Cost of revenues	3,456	2,842
Selling, general and administrative	5,244	5,093
Depreciation and amortization	<u>1,422</u>	<u>1,699</u>
Total costs and expenses	<u>10,122</u>	<u>9,634</u>
Loss before other income (expense)	(5,518)	(4,026)
Other income (expense)		
Interest expense	(122)	(132)
Interest income	73	71
Minority interest in loss of subsidiary	709	419
Other, net	<u>(1,523)</u>	<u>227</u>
Total other (expense) income, net	<u>(863)</u>	<u>585</u>
Loss before income taxes	(6,381)	(3,441)
Income tax benefit	<u>(1,719)</u>	<u>(1,763)</u>
Loss from continuing operations	(4,662)	(1,678)
Discontinued operations:		
Loss on disposal of Managed Services, less applicable income tax benefit of \$10	(27)	-
Income (loss) from operations of Managed Services, less applicable income tax (expense) benefit of \$(46) and \$485 for 2003 and 2002, respectively	<u>125</u>	<u>(477)</u>
Net income (loss) from discontinued operations	<u>98</u>	<u>(477)</u>
Net loss	<u>\$ (4,564)</u>	<u>\$ (2,155)</u>

See accompanying consolidated notes.

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIENCY
Years ended December 31, 2003 and 2002
(Dollars in thousands)

	Preferred Stock		Common Stock		Additional	Accumulated	Total
	Shares	Amount	Shares	Amount	Paid-in Capital	Deficit	
Balance, January 1, 2002	4,856,046	\$ 48	1,060,298	\$ 11	\$ 12,620	\$ (25,377)	\$ (12,698)
Accretion on Series G redeemable preferred stock	-	-	-	-	(2,661)	-	(2,661)
Net loss	-	-	-	-	-	(2,155)	(2,155)
Balance, December 31, 2002	4,856,046	48	1,060,298	11	9,959	(27,532)	(17,514)
Accretion on Series G redeemable preferred stock	-	-	-	-	(2,661)	-	(2,661)
Exercise options	-	-	130,000	1	-	-	1
Net loss	-	-	-	-	-	(4,564)	(4,564)
Balance, December 31, 2003	<u>4,856,046</u>	<u>\$ 48</u>	<u>1,190,298</u>	<u>\$ 12</u>	<u>\$ 7,298</u>	<u>\$ (32,096)</u>	<u>\$ (24,738)</u>

See accompanying consolidated notes.

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years ended December 31, 2003 and 2002
(Dollars in thousands)

	<u>2003</u>	<u>2002</u>
Cash flows from operating activities		
Continuing operations:		
Loss from continuing operations	\$ (4,662)	\$ (2,155)
Adjustments to reconcile loss to net cash from continuing operations		
Depreciation and amortization	1,422	1,699
Deferred income tax	432	(625)
Loss (gain) on disposal of equipment unrelated to discontinued operations	475	(19)
Loss on disposal of intangible assets	219	37
Cost of Series G debt extension	1,000	-
Loss on recourse debt	1,064	-
Interest added to principal	44	-
Minority interest	(709)	(419)
Changes in assets and liabilities (net of acquisitions)		
Accounts receivable, net	408	648
Other current assets	284	79
Income taxes receivable	(821)	(582)
Other noncurrent assets	379	742
Income taxes payable	-	(1,093)
Accounts payable, accrued and other liabilities	<u>424</u>	<u>(840)</u>
Net cash from continuing operations	(41)	(2,528)
Discontinued operations:		
Loss on disposal of discontinued operations	27	-
Net change in assets and liabilities of discontinued operations	(352)	356
Income (loss) from operations of Managed Services	<u>125</u>	<u>(477)</u>
Net cash from discontinued operations	<u>(200)</u>	<u>(121)</u>
Net cash flows from operating activities	(241)	(2,649)
Cash flows from investing activities		
Purchase of property and equipment	(120)	(296)
Cash received on disposals of equipment unrelated to discontinued operations	111	6
Cash received on disposal of intangible assets	<u>-</u>	<u>21</u>
Net cash flows from investing activities	(9)	(269)
Cash flows from financing activities		
Proceeds from exercise of stock options	1	-
Net payments on debt	<u>(357)</u>	<u>(989)</u>
Net cash flows from financing activities	<u>(356)</u>	<u>(989)</u>
Net change in cash	(606)	(3,907)
Cash, beginning of year	<u>1,196</u>	<u>5,103</u>
Cash, end of year	<u>\$ 590</u>	<u>\$ 1,196</u>

See accompanying consolidated notes.

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 1 - NATURE OF OPERATIONS

Mobex Communications, Inc. and its Subsidiaries, both wholly-owned and majority-owned, (collectively, the "Company") are providers of wireless communication services to commercial, public safety, utility, marine and transportation customers in the United States of America. The Company owns the licenses that provide automated maritime telecommunication services (AMTS) and specialized mobile radio (SMR) systems utilizing 217 and 219 MHz spectrum. The Company also engages in leasing tower space to paging, cellular and SMR companies. The Company's operations are grouped into three divisions: Mobex Network Services, LLC, Tower Services and Managed Services. Assets of Mobex Network Services, LLC, consist of exclusive FCC licenses for the 217-219 MHz frequencies and the radio towers and related equipment necessary to operate an AMTS/SMR system. Assets in Tower Services consist of radio towers unrelated to its current AMTS/SMR operations. As discussed in Note 2, the Company intends to sell all non-strategic assets not related to the 217-219 MHz frequencies. Assets of Managed Services are comprised of engineering resources and related professional services and various contracts related to performing integration and engineering work for telecommunication needs. As discussed in Note 4, in 2002 select assets of the Managed Services division were considered held for sale and sold in January 2003.

NOTE 2 - RESULTS OF OPERATIONS AND MANAGEMENT'S PLAN

The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As shown in the accompanying consolidated financial statements, the Company incurred net losses from continuing operations before income taxes of approximately \$6,381,000 and \$3,441,000 for the years ended December 31, 2003 and 2002, respectively, and had a stockholders' capital deficiency of \$24,738,000 and \$17,514,000 as of December 31, 2003 and 2002, respectively. These factors indicate that the Company may be unable to continue as a going concern.

The consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern. The Company's continuation as a going concern is dependent upon its ability to generate sufficient cash flows to meet its obligations on a timely basis.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 2 - RESULTS OF OPERATIONS AND MANAGEMENT'S PLAN (Continued)

Management plans to sell all non-strategic assets unrelated to the 217-219 MHz frequencies to help fund its short-term operating needs. In addition to selling non-strategic assets, the Company will receive a federal tax refund as described in Note 11. The Company's business plan going forward is focused on building out and loading customers utilizing its exclusive 217-219 MHz frequencies. The Company currently has four markets of Motorola Passport technology for these services: Chicago, Philadelphia, New York and Baltimore/Washington, D.C. The Company's plans include building out approximately 30 markets over the next three to four years with Passport technology. The Company is exploring raising additional capital to fund this build-out.

NOTE 3 - SUMMARIES OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation: The consolidated financial statements include the accounts of Mobex Communications, Inc. and its subsidiaries, both wholly-owned and majority-owned. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates: The preparation of the Company's consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents: Cash and cash equivalents include deposits in financial institutions and short-term investments with original maturities of 90 days or less.

Receivables: The Company, in the normal course of business, provides credit to customers for payment of services rendered in the form of accounts receivable. No interest is charged on these accounts. An allowance for uncollectible accounts is provided based on historical experience and management's assessment of collectibility of specific accounts. Accounts are charged to bad debts when considered uncollectible by management. In 2003, the Company's largest customer filed for Chapter 11 bankruptcy under the federal bankruptcy code. The Company entered into a post bankruptcy contract with this customer. The bankruptcy court determined the Company to be a preferred creditor for this customer. Thus, management believes the current allowance for uncollectible accounts is sufficient.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 3 - SUMMARIES OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment: Property and equipment is stated at cost and depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Buildings	30 years
Communications equipment, including towers	7 years
Furniture and office equipment	7 years
Vehicles	5 years
Leasehold improvements	Life of lease

Repairs and maintenance are expensed as incurred and renewals and improvements are capitalized.

Intangible Assets: The Company adopted the Statement of Financial Accounting Standards No. 142, *Goodwill and Other Intangible Assets*, effective January 1, 2002. Under the new standard, intangible assets with definite useful lives are recorded at cost and continue to be amortized over their estimated useful lives using the straight-line method, as follows:

Customer lists	5 years
Noncompetition covenants	Life of covenant
Other	5 years

Prior to January 1, 2002, the FCC licenses were amortized on a straight-line basis. Beginning January 1, 2002, the Company's FCC licenses are no longer amortized, but are evaluated at least annually for impairment, and more frequently under certain conditions.

Debt Issuance Costs: Costs incurred that are directly related to the issuance and placement of debt are deferred and amortized using the effective interest method over the life of the related debt. As the debt related to these costs has been paid off, these costs were completely written-off in 2003. Net debt issuance costs were \$0 and \$120,000 for 2003 and 2002, respectively. Debt issuance costs expensed were \$120,000 and \$51,000 for 2003 and 2002, respectively.

Long-Term Assets: These assets are reviewed for impairment when events indicate their carrying amount may not be recoverable from future undiscounted cash flows. If impaired, the assets are recorded at fair value.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 3 - SUMMARIES OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Minority Interest: The minority interest represents a \$15.0 million payment for a 15% ownership in Mobex Network Services, LLC. The allocation of the minority losses for the years ended December 31, 2003 and 2002 were approximately \$709,000 and \$419,000, respectively.

Concentrations of Credit Risk: The concentrations of credit risk with respect to trade receivables are, in management's opinion, considered minimal due to the Company's diverse customer base. Credit evaluations of customers' financial condition are performed periodically, and the Company generally does not require collateral from its customers.

Income Taxes: Income taxes are provided using a method that requires recognizing deferred income tax assets and liabilities based on the expected future tax consequences of temporary differences between the amounts carried on the consolidated financial statements and the tax basis of those assets and liabilities. A valuation allowance may be established to reduce deferred tax assets to an amount whose realization is more likely than not to be realized. As of December 31, 2003 and 2002, a \$233,000 and \$0 valuation for the Company's entire state tax benefit has been established.

Revenue Recognition: The Company recognizes revenue from airtime sales based upon monthly access charges per unit plus airtime charges used. Revenue for equipment services is recognized upon completion and acceptance of the work. Revenue from rental of radios on month-to-month leases is recognized as payments are earned. Revenue from equipment sales is recognized when delivered. Revenue for installation and integration projects is recognized as services are provided using the percentage of completion method for projects with a duration in excess of one year.

Stock-Based Compensation: A fair value approach to valuing stock options that would require compensation cost to be recognized based on the fair value of stock options granted is encouraged by Statement of Financial Accounting Standards No. 123. The Company has elected, as permitted by the standard, to follow the intrinsic value based method of accounting for stock options consistent with Accounting Principles Board Opinion No. 25, *Accounting for Stock Issued to Employees*. Under the intrinsic method, compensation cost of stock options is measured as the excess, if any, of the estimated fair value of the Company's stock at the measurement date over the exercise price.

Compensation cost for the Company's stock option plan, based on the fair value at the grant dates for awards under the plan consistent with the method of FASB Statement No. 123, *Accounting for Stock-Based Compensation*, is not material.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 3 - SUMMARIES OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Discontinued Operations: The Company has accounted for its discontinued operations in accordance with Statement of Financial Accounting Standards No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, which requires the assets and liabilities attributable to the discontinued divisions to be classified as net assets held for sale. In addition, the results of operations of discontinued divisions are classified separately in the statements of operation.

Reclassifications: Certain items in the 2002 consolidated financial statements have been reclassified to conform with the 2003 presentation.

Recently Issued Accounting Standards: Financial Accounting Standard Board (FASB) recently issued two new accounting standards, Statement No. 149, *Amendment of Statement 133 on Derivative Instruments and Hedging Activities*, and Statement No. 150, *Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equities*, both of which generally become effective in 2003 and 2004, respectively. Under the new standard for certain liabilities and equity instruments, mandatorily redeemable instruments such as preferred securities are considered liabilities.

NOTE 4 - DISCONTINUED OPERATIONS AND NET ASSETS HELD FOR SALE

Managed Services: In December 2002, management of the Company entered into a definitive agreement to sell the majority of the assets of its Managed Services segment. The agreement included the sale of the segment's fixed assets and a portion of its accounts receivable. This sale was completed in January 2003. In addition, in September 2003, the remaining Managed Services segment filed for Chapter 11 reorganization under the federal bankruptcy code. In accordance with Statement on Financial Accounting Standards No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets* this segment's net property and equipment and a portion of their accounts receivable have been classified as held for sale at December 31, 2002 and the segment's related losses for the years ended December 31, 2003 and 2002 have been classified as discontinued.

Revenues included in discontinued operations for this segment for the years ended December 31, 2003 and 2002 were \$118,000 and \$2,286,000, respectively. This segment's net income (loss) before taxes for the years ending December 31, 2003 and 2002 were \$134,000 and \$(962,000), respectively.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 4 - DISCONTINUED OPERATIONS AND NET ASSETS HELD FOR SALE

(Continued)

Net Assets Held for Sale: Net assets held for sale at December 31, 2002 are as follows (dollars in thousands):

	<u>2002</u>
Accounts receivable	\$ 143
Property and equipment, net	<u>49</u>
Net assets held for sale	<u>\$ 192</u>

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31 (dollars in thousands):

	<u>2003</u>	<u>2002</u>
Land	\$ 702	\$ 806
Buildings	500	668
Communications equipment, including towers	10,778	11,561
Furniture and office equipment	344	324
Vehicles	103	117
Leasehold improvements	<u>257</u>	<u>231</u>
	12,684	13,707
Accumulated depreciation	<u>(7,119)</u>	<u>(5,992)</u>
Property and equipment, net	<u>\$ 5,565</u>	<u>\$ 7,715</u>

Communications equipment includes approximately \$731,000 of assets under capital lease at both December 31, 2003 and 2002. Communications equipment in the process of construction was \$76,000 and \$774,000 at December 31, 2003 and 2002, respectively. Interest capitalized in connection with the construction of communications equipment was not significant for the years ended December 31, 2003 and 2002.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 6 - INTANGIBLE ASSETS

Intangible assets consist of the following at December 31 (dollars in thousands):

	-----2003-----		----- 2002 -----	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
<u>Amortizable Assets</u>				
Customer lists	\$ 136	\$ (104)	\$ 136	\$ (77)
Noncompetition covenants	-	-	130	(130)
Other	119	(79)	645	(362)
	\$ 255	\$ (183)	\$ 911	\$ (569)
<u>Unamortizable Assets</u>				
FCC licenses	\$ 18,868		\$ 18,868	

Aggregate amortization expense for December 31, 2003 and 2002 was \$120,000 and \$110,000, respectively.

Estimated aggregate annual amortization expense for each of the upcoming five years is as follows: 2004 - \$51,000 and 2005 - \$21,000.

NOTE 7 - DEBT

Debt consists of the following at December 31 (dollars in thousands):

	<u>2003</u>	<u>2002</u>
<p>Note payable to a company for \$1,304,000, originally due in two payments; \$329,000 in 2002 and \$975,000 in 2003, plus interest at prime rate plus 1% (5.25% at December 31, 2002). This note was renegotiated in January 2003. The renegotiated note for \$590,676 is due in seven quarterly installments of \$75,000, including principal and interest at 1.7%. Final payment is due October 2004 and is secured by various SMR towers.</p>	\$ 297	\$ 975

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 7 - DEBT (Continued)

	<u>2003</u>	<u>2002</u>
<p>Note payable to an individual for \$310,000, originally due in one lump sum payment at the end of the note, plus interest at 6.5%. This note was renegotiated in September 2003. The renegotiated note for \$354,578 is due in fourteen quarterly installments of \$30,000, including principal and interest at 8%. Final payment is due December 2006 and shall be accelerated upon the sale of various SMR towers or tower leases.</p>	324	310
<p>Note payable as a result of a guarantee to a group of individuals for \$1,063,678, due in 36 monthly payments of \$28,086 with the final payment due January 2007. This note only accrues interest for the first three months of the note's term. The expense related to this recourse debt is included in the caption "Other, net" on the consolidated statements of operations.</p>	1,064	-
<p>Note payable to Series G preferred stock shareholders for \$1,000,000, due in one lump sum payment plus accrued interest at 4%. The payment is due December 2006, and is partially secured by various SMR towers. See Note 9 for the Series G extension details. The expense related to this Series G extension is included in the caption "Other, net" on the consolidated statements of operations.</p>	1,000	-
<p>Note payable to a bank for \$28,000, due in 36 monthly payments of \$800, due in 2004 and secured by a vehicle.</p>	17	27
<p>Note payable to an individual for \$56,500, due in three payments; \$18,000 in 2001 and 2002 and \$20,000 in 2003, plus interest at prime rate.</p>	-	20
	2,702	1,332
<p>Less amounts due in less than one year</p>	(790)	(1,314)
	<u>\$ 1,912</u>	<u>\$ 18</u>

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 7 - DEBT (Continued)

Principal payments of long-term debt due during the years subsequent to December 31, 2003 are as follows:

2004	\$	790
2005		452
2006		1,432
2007		<u>28</u>
	\$	<u>2,702</u>

NOTE 8 - LEASES

The Company has operating leases for buildings and tower sites for varying periods. Certain leases have renewal options. Rent expense on all operating leases was approximately \$746,000 in 2003 and \$865,000 in 2002. The Company also has several capital leases for communication equipment. The associated leases have various terms, renewal options, purchase options and expiration dates. The aggregate future noncancelable minimum lease payments on operating and capital leases having initial or remaining noncancelable lease terms in excess of one year are as follows (dollars in thousands):

	<u>Operating</u>	<u>Capital</u>
2004	\$ 806	\$ 371
2005	724	-
2006	648	-
2007	359	-
2008	88	-
Thereafter	<u>93</u>	<u>-</u>
Total minimum obligations	<u>\$ 2,718</u>	371
Interest		<u>(32)</u>
Present value of net minimum obligations		339
Current portion of capitalized lease obligations		<u>(339)</u>
Long term portion of capitalized lease obligations		<u>\$ -</u>

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 8 - LEASES (Continued)

The Company is currently involved in litigation with the lessor regarding the company's non-payment of the remaining capital lease obligation of \$339,000. The litigation is currently ongoing and both parties have made settlement offers. Until such time that an agreement is reached by both parties, the Company feels that the current balance of their lease obligation is sufficient to satisfy any claim.

NOTE 9 - PREFERRED STOCK

Preferred stock consists of the following at December 31, 2003:

	<u>Shares Authorized</u>	<u>Shares Outstanding</u>	<u>Liquidation Value Per Share</u>	<u>Total Redemption or Liquidation Value</u>	<u>Conversion Rate</u>	<u>Common Shares Reserved for Conversion</u>
Series G redeemable preferred	1,111,320	<u>1,111,320</u>		<u>\$ 33,092,700</u>	1.000	<u>1,111,320</u>
Convertible preferred:						
Series A	190,000	190,000	\$ 1	\$ 190,000	1.994	378,860
Series B	3,310,000	3,309,996	1	3,309,996	0.280	926,799
Series C	500,000	103,334	6	620,004	1.000	103,334
Series D	850,000	812,500	8	6,500,000	1.000	812,500
Series E	122,501	122,408	18	2,080,936	1.041	127,427
Series F	105,000	-	-	-	1.063	-
Series H	125,000	125,000	16	2,000,000	1.000	125,000
Series I	12,000	12,000	25	288,000	1.020	12,240
Series J	15,500	3,000	20	60,000	1.000	3,000
Series K	144,000	81,808	25	2,045,200	1.000	81,808
Series L	96,000	<u>96,000</u>	25	<u>2,400,000</u>	1.000	<u>96,000</u>
		<u>4,856,046</u>		<u>\$ 19,494,136</u>		<u>2,666,968</u>

Significant terms of the outstanding preferred stock are as follows:

- Each share of preferred stock is convertible into shares of common stock at the ratio in the above table (subject to adjustment for events of dilution), at the option of the shareholder; certain shareholders may require FCC approval prior to conversion. Such shares will be converted automatically following the effectiveness of registration statement under the Securities Act of 1933 meeting certain criteria.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 9 - PREFERRED STOCK (Continued)

- The holders of Series G preferred stock may require the Company to redeem their shares at any time after December 2003 at its liquidation value of \$16.00 per share plus a 15% annual return, less actual dividends paid to date. This redemption right is subject to certain lender restrictions and is subject to whether or not the Company has cash on hand to pay such redemption. On December 31, 2003, this mandatory redemption was extended from December 31, 2003 until any time after July 1, 2004. During this extension period, the Company is attempting to develop a restructuring of the Company's overall capital structure with one of the goals being the elimination of this mandatory redemption feature. In consideration of this extension, the Series G stockholders received a \$1 million partially secured note as detailed in Note 7.
- In the event of liquidation, dissolution or winding up of the Company, preferred shareholders are entitled to receive their liquidation preference, plus any declared and unpaid dividends with respect to such shares prior to any distributions to other shareholders in the following sequence: first to the Series G redeemable preferred stock (\$16.00 per share); then to Series D (\$8.00 per share); then to Series B and then to Series A (each as to \$1.00 per share) and then *pari passu* as to Series C (\$6.00 per share), Series E (\$18.00 per share), Series H (\$16.00 per share), Series I (\$25.00 per share), Series J (\$20.00 per share), Series K (\$25.00 per share), and Series L (\$25.00 per share). If the assets and funds to be distributed are insufficient to permit full payment to a particular group, then the funds shall be distributed on a pro rata basis. Upon completion of the distribution, the holders of the common stock will receive all remaining assets of the corporation.
- The Company has the right to redeem any outstanding shares of preferred stock at its liquidation value (redemption value for Series G), subject to certain conditions and loan restrictions.
- Dividends on the shares of Series C, E, H, I, J, K and L preferred stock must equal that paid on the common stock, as declared by the Board of Directors.
- The preferred shareholders have certain registration rights. In addition, certain series of preferred shareholders have a right of first refusal on future sales of equity securities meeting defined criteria.

Warrants: Throughout 1997 and 1999, warrants to purchase 123,165 shares of Series G preferred stock at \$16.00 per share were issued to preferred shareholders in connection with financing obtained by the Company from certain of its preferred shareholders.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
 NOTES TO FINANCIAL STATEMENTS
 December 31, 2003 and 2002

NOTE 9 - PREFERRED STOCK (Continued)

In 1999, in connection with the sales of Series G preferred stock, the stockholders received warrants to purchase one share of common stock at \$16.00 per share for every two shares of Series G preferred stock purchased. At December 31, 2003, 545,615 of such warrants were outstanding. The Company has the right to redeem the warrants at \$0.05 per warrant if the Company's shares become publicly traded and the stock price exceeds certain defined levels.

In 2000, warrants to purchase 24,000 shares of common stock at a purchase price per share of \$25.00 were issued in connection with a purchase transaction.

NOTE 10 - COMMON STOCK

Class A Common Stock: The Class A common stock has no voting rights. Any outstanding shares will convert to common stock upon the closing of a public offering of common stock by the Company.

Stock Option Plan: In 1995, the Company established a stock option plan (the "Plan") providing for the granting of options to certain employees, consultants and advisors of the Company. Under the Plan, the exercise price for options cannot be less than the fair market value of the company's stock as determined by the Board of Directors. Option terms are determined by the Board of Directors, but are not to exceed ten years and one month.

Stock option activity and balances are summarized as follows:

	<u>Number of Shares</u>	<u>Weighted Average Exercise Price Per Share</u>
Balance, January 1, 2002 (172,266 exercisable at weighted average price of \$8.50)	312,267	\$ 8.02
Canceled in 2002	<u>(35,267)</u>	9.63
Balance, December 31, 2002	277,000	\$ 7.82
Canceled in 2003	<u>(149,000)</u>	7.18
Balance, December 31, 2003	<u><u>128,000</u></u>	\$ 8.55

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 10 - COMMON STOCK (Continued)

At December 31, 2003, options to purchase 127,444 shares were exercisable and 874,900 shares were available for future grant. Additional information regarding options outstanding at December 31, 2003 is as follows:

-----Options Outstanding-----				----Options Exercisable----		
Range of Exercise Prices	Number Outstanding	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price	
\$ 6.00	30,000	2.25	\$ 6.00	30,000	\$ 6.00	
8.00	32,500	1.58	8.00	32,500	8.00	
10.00	<u>65,500</u>	2.85	10.00	<u>64,944</u>	10.00	
	<u>128,000</u>			<u>127,444</u>		

The Company uses the intrinsic value method specified by Accounting Principles Board Opinion No. 25, *Accounting for Stock Issued to Employees*, to calculate compensation expense associated with issuing stock options and, accordingly, has recorded no such expense through December 31, 2003 and 2002 as no options have been issued during these years.

Other Options: In connection with the acquisitions of North Carolina Communications and Gem Communications, the Company issued options to purchase 338,322 shares of common stock at an exercise price of \$0.01 per share. In 2003, 130,000 of these options were exercised. At December 31, 2003, 208,322 options were fully vested and remained outstanding. The options expire on June 30, 2005. In the event of a liquidation of the Company, holders of \$0.01 stock options would receive a redemption price of \$6.00 to \$7.80 share and would follow all preferred stockholders in the order of liquidation preference.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 11 - INCOME TAXES

The expense (benefit) for income taxes for the years ended December 31, consists of (dollars in thousands):

	<u>2003</u>	<u>2002</u>
Current:		
Federal	\$ (2,128)	\$ (1,467)
State	<u>13</u>	<u>(156)</u>
Total current	(2,115)	(1,623)
Deferred:		
Federal	385	(1,802)
State	<u>47</u>	<u>1,177</u>
Total deferred	<u>432</u>	<u>(625)</u>
Total expense (benefit)	<u>\$ (1,683)</u>	<u>\$ (2,248)</u>

Deferred income taxes are recognized for temporary differences between the financial and tax basis of assets and liabilities using presently enacted tax rates and laws. The Company's principal temporary differences at December 31, 2003 are differences in the basis of intangible assets and property and equipment. At December 31, 2003 and 2002, the Company had deferred tax assets of \$109,000 and \$230,000 net of a valuation allowance of \$233,000 and \$0, and deferred tax liabilities of \$597,000 and \$286,000, respectively.

The Company incurred a federal net operating loss in the current year in the amount of approximately \$5,819,000. The entire federal net operating loss ("NOL") will be carried back to the year ended December 31, 2001. This carryback results in a receivable in the amount of \$1,993,000. The state tax benefit of \$233,000 generated by the current year loss is offset by a full valuation allowance which reduces the net operating loss carryover to a level which we believe will more likely than not be realized based on estimated future taxable income.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 11 - INCOME TAXES (Continued)

Income tax benefit differed from the amounts computed by applying the statutory federal income tax rate to pretax loss for the years ended December 31, as a result of the following (dollars in thousands):

	<u>2003</u>	<u>2002</u>
Tax (benefit) at federal statutory rate	\$ (2,124)	\$ (1,541)
State taxes and other, net	21	(157)
Other permanent items	<u>420</u>	<u>(550)</u>
Income tax (benefit)	<u>\$ (1,683)</u>	<u>\$ (2,248)</u>

NOTE 12 - EMPLOYEE BENEFIT PLAN

Certain employees of the Company are covered under a defined contribution plan as defined under Internal Revenue Code 401(k). Employees 21 years and older with six months or more of Company service are eligible to participate. The Company makes matching contributions equal to 50% of the employee's deferral up to 3% of the employee's annual salary. The Company's contributions to this plan were approximately \$34,000 and \$67,000 for the years ended December 31, 2003 and 2002.

NOTE 13 - LEGAL MATTERS

The Company is named as defendants in various actions in the ordinary course of business. Management will defend these actions vigorously. Management believes that the ultimate disposition of these matters will not have a material adverse effect upon the financial statements of the Company.

(Continued)

MOBEX COMMUNICATIONS, INC. AND SUBSIDIARIES
NOTES TO FINANCIAL STATEMENTS
December 31, 2003 and 2002

NOTE 14 - RELATED PARTY TRANSACTIONS

In 2002, the Company received certain consulting services from Woodhaven Communications, Inc. ("Woodhaven"), which owns Series A Preferred Stock of the Company. The principals of Woodhaven serve on the Company's Board of Directors and on a combined basis hold a majority of the outstanding common stock of the Company plus interests in the Company's Series B, Series D and Series G Preferred Stock. For the years ended December 31, 2003 and 2002, approximately \$0 and \$15,000, respectively, were paid to Woodhaven.

In 2000, the Company entered into employment agreements with certain executives. Agreements with current executives allow the executives to continue to earn additional compensation through bonuses based on the performance of the Company and the occurrence of certain events. In the event, the Company sells certain assets; the executives will receive a bonus of 1% of the gross sales proceeds less the costs associated with selling the assets (as defined in the agreements). In 2003, \$7,000 was paid and no payments were made in 2002, but a note was issued to one individual in 2002 for \$310,000 as described in Note 7. There is also a discretionary bonus award available to executives at the sole discretion of the Board of Directors. In 2003 and 2002, discretionary bonuses totaling \$17,000 and \$152,000, respectively, were paid to several executives. In addition, the Company adopted a retention bonus program during 2000 to maintain the employment of key executives throughout the asset sales process. No retention bonuses were paid in 2003 or 2002.

NOTE 15 - SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash payments during the years ended December 31, 2003 and 2002 for taxes were approximately \$82,000 and \$77,000, respectively. Cash payments during the years ended December 31, 2003 and 2002 for interest were approximately \$102,000 and \$132,000, respectively.

Noncash Investing and Financing Activities: The effect of certain noncash activities for the years ended December 31, 2003 and 2002 were as follows (dollars in thousands):

	<u>2003</u>	<u>2002</u>
Accretion on Series G preferred stock	<u>\$ 2,661</u>	<u>\$ 2,661</u>
Reduction of note payable resulting from the transfer of fixed assets	<u>\$ 435</u>	<u>\$ -</u>
