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07-28-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
**PriCellular Corporation, now,
 American Cellular Corporation**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Illinois
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Toronto Dominion (Texas), Inc.
 Internal Address: Suite 1700
 Street Address: 909 Fannin Street
 City: Houston State: TX ZIP: 77010

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 25, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
PriCellular 05/26/98
ConnectOne 12/16/96
See Schedule A attached hereto.

B. Trademark registration No.(s)
75-324063
75-222395
See Schedule A attached hereto.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: _____
 Return To 796506
National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200
 City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

07/27/1998 TTOM11 00000187 75324063

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ruby Hou [Signature] July 22, 1998
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 98

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

REEL: 1760 FRAME: 0223

ANNEX 4
To
Security Agreement

TRADEMARKS

Owner	Mark	Registration Date	Registration Number
PriCellular Corporation	PriCellular	5/26/98	75-324063
PriCellular Corporation	ConnectOne	12/16/96	75-222395

ANNEX 4 - 1

SECURITY AGREEMENT

SECURITY AGREEMENT ("Agreement") dated as of June 25, 1998 among AMERICAN CELLULAR WIRELESS LLC (to be merged with PriCellular Wireless Corporation), a Delaware limited liability company ("Borrower"); AMERICAN CELLULAR CORPORATION (to be merged with and into PriCellular Corporation) as a GUARANTOR and EACH OF THE OTHER GUARANTORS party hereto (the "Guarantors"); and TORONTO DOMINION (TEXAS), INC., as administrative agent for the lenders or other financial institutions or entities party, as lenders, to the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, "Administrative Agent").

Borrower, the Guarantors, certain lenders, TD Securities (USA) Inc. and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Arrangers, Toronto Dominion (Texas), Inc., as Administrative Agent, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Syndication Agent, and Bank of America National Trust and Savings Association and NationsBank, N.A., as Co-Documentation Agents, are parties to a Credit Agreement dated as of the date hereof (as amended, amended and restated or otherwise modified and supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by the making of loans and the issuance of letters of credit) to be made by said lenders to Borrower.

To induce said lenders to enter into the Credit Agreement and to extend credit thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor has agreed to pledge, mortgage and grant a security interest in the Pledged Collateral (as hereinafter defined) as security for the Secured Obligations (as hereinafter defined). Accordingly, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Credit Agreement are used herein as defined therein. In addition, as used herein:

"Accounts" see Section 3(a)(6) hereof.

"Agreement" see the introduction hereto.

"Collateral Account" see Section 4.01(a) hereof.

"Contracts" shall mean all contracts, undertakings, or other agreements, including, without limitation, all documents, agreements and instruments relating to any Acquisition, as the same may be amended from time to time, and (a) all rights of any Obligor to receive moneys due and to become due thereunder or in connection therewith, (b) all rights of any Obligor to damages arising out of or for breach or default in respect thereof, and (c) all rights of any Obligor to exercise remedies thereunder.

"Copyright Collateral" shall mean all Copyrights, whether now owned or hereafter acquired by any Obligor, including each Copyright identified in Annex 2 hereto.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Destruction" shall mean any damage to, or loss or destruction of, any Real Property or Mortgaged Real Property. Destruction shall not include any Casualty Event.

"Documents" see Section 3(a)(13) hereof.

"Equipment" see Section 3(a)(11) hereof.

"Instruments" see Section 3(a)(7) hereof.

"Intellectual Property" shall mean, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to any Obligor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral, listed in Annex 5 hereto, in each case subject to all of the terms and conditions of such licenses or other agreements; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Obligor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by the Obligors in respect of any of the items listed above.

"Interests" shall mean, as to any Obligor (i) all right, title and interest, now existing or hereafter acquired, of such Obligor in any LLC but not any of its obligations from time to time as a member (unless Administrative Agent shall become a member as a result of its express exercise of remedies herein) of any LLC; (ii) any and all moneys due and to become due to such Obligor now or in the future by way of a distribution made to such Obligor in its capacity as a member of or an owner of any LLC; (iii) any other Property of any LLC to which such Obligor now or in the future may be entitled in its capacity as a member of or an owner of any LLC by way of distribution, return of capital or otherwise; (iv) any other claim in respect of any LLC to which such Obligor now or in the future may be entitled in its capacity as a member of or an owner of any LLC and its Property, including any rights under any operating agreement or other agreement governing or pertaining to such interests; (v) the certificates, if any, representing all such rights and interests; (vi) all rights of such Obligor under each limited liability company or operating agreement of each LLC; and (vii) to the extent not otherwise included, all proceeds of any of the foregoing.

"Inventory" see Section 3(a)(8) hereof.

"Issuers" shall mean, collectively, the respective corporations identified beneath the names of the Obligors on Annex 1A hereto under the caption "Issuer," together with any corporation created or acquired after the date hereof, the Equity Interests of which are required to be pledged hereunder pursuant to this Agreement or the Credit Agreement.

"LLC" shall mean, collectively, the respective limited liability companies identified beneath the name of the Obligors on Annex 1A hereto under the caption "LLC", together with any limited liability com-

pany created or acquired on or after the date hereof, the Interests in which are required to be pledged hereunder pursuant to this Agreement or the Credit Agreement.

"Motor Vehicles" shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

"Partnership" shall mean, collectively, the respective partnerships identified beneath the name of the Obligors on Annex 1A hereto under the caption "Partnership", together with any partnerships created or acquired after the date hereof, the Partnership Interests in which are required to be pledged hereunder pursuant to this Agreement or the Credit Agreement.

"Partnership Interests" shall mean, as to any Obligor (i) all right, title and interest, now existing or hereafter acquired, of such Obligor in any Partnership but not any of its obligations from time to time as a partner (unless Administrative Agent shall become a partner as a result of its express exercise of remedies herein) of any Partnership; (ii) any and all moneys due and to become due to such Obligor now or in the future by way of a distribution made to such Obligor in its capacity as a member of or an owner of any Partnership; (iii) any other Property of any Partnership to which such Obligor now or in the future may be entitled in its capacity as a member of or an owner of any Partnership by way of distribution, return of capital or otherwise; (iv) any other claim in respect of any Partnership to which such Obligor now or in the future may be entitled in its capacity as a member of or an owner of any Partnership and its Property, including any rights under any partnership agreement or other document governing or pertaining to such interests; (v) the certificates, if any, representing all such rights and interests; (vi) all rights of such Obligor under each partnership agreement or limited partnership agreement of each Partnership; and (vii) to the extent not otherwise included, all proceeds of any of the foregoing.

"Patent Collateral" shall mean all Patents, whether now owned or hereafter acquired by any Obligor, including each Patent identified in Annex 3 hereto, excluding, however, the Patents identified as "Excluded Patents" on said Annex 3.

"Patents" shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Permitted Encumbrances" shall mean (a) with respect to the Securities Collateral, the Collateral Account and the proceeds of each of the foregoing, Liens of the type described in clause (b) of Section 9.07 of the Credit Agreement, and (b) with respect to all other Pledged Collateral, Permitted Liens.

"Pledged Collateral" see Section 3(a) hereof.

"Pledged Interests" see Section 3(a)(4) hereof.

"Pledged Obligations" shall mean all of each Obligor's right, title and interest, if any, in and to any and all obligations owed to such Obligor by any Person, whether now existing or hereafter incurred, and in and to all collateral granted to such Obligor or for the benefit of such Obligor as collateral security for such obligations.

"Pledged Securities" shall mean the Pledged Interests and the Pledged Stock, collectively.

"Pledged Stock" see Section 3(a)(1) hereof.

"Prior Liens" shall mean (a) the Liens set forth on Schedule 3 hereto and (b) with respect to each applicable type of Pledged Collateral, Permitted Encumbrances, but only to the extent that the law or regulation creating or authorizing such Lien provides that such Lien must be superior to the Lien and security interest created and evidenced by this Agreement.

"Secured Obligations" shall mean, collectively, (a) the principal of and interest (including any interest that would accrue but for the provisions of the Bankruptcy Code) on the Loans made by the Lenders to, and the Notes held by each Lender of, Borrower and all other amounts from time to time owing to the Creditors by Borrower under the Credit Documents, including, without limitation, all Reimbursement Obligations and interest thereon, (b) all obligations of Borrower or any other Obligor arising under any Swap Contract between Borrower or any other Obligor and any Lender or any Affiliate of any Lender and to the extent such Swap Contract relates to the Loans, (c) all obligations of the Guarantors under the Credit Agreement and the other Credit Documents (including, without limitation, in respect of their Guarantees under Section 6 of the Credit Agreement), and (d) all obligations of the Obligors to the Creditors hereunder.

"Securities Act" shall mean the United States Securities Act of 1933, as amended.

"Securities Collateral" shall mean, collectively, the Pledged Collateral described in clauses (a)(1) through (a)(5) of Section 3 hereof and the proceeds of and to any such property and, to the extent related to any such property or such proceeds, all books, correspondence, credit files, records, invoices and other papers.

"Taking" shall mean any taking of any Mortgaged Real Property or Real Property of any Obligor or any of its Subsidiaries or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of any Mortgaged Real Property or Real Property of any Obligor or any of its Subsidiaries or any part thereof, by any Governmental Authority, civil or military. Taking shall not include any Casualty Event.

"Trademark Collateral" shall mean all Trademarks, whether now owned or hereafter acquired by any Obligor, including each Trademark identified in Annex 4 hereto. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time in each applicable jurisdiction.

"Voting Powers" see Section 5.04(a)(2) hereof.

Section 2. Representations, Warranties and Covenants. Each Obligor represents and warrants to and covenants and agrees with the Creditors that:

(a) Such Obligor is the sole beneficial (and, with respect to the Pledged Securities, record) owner of the Pledged Collateral in which it purports to grant a security interest pursuant to Section 3(a) hereof and no Lien exists or will exist upon such Pledged Collateral at any time (and no right or option to acquire the same exists in favor of any other Person), except for Prior Liens, Permitted Encumbrances and the pledge and security interest in favor of Administrative Agent for the benefit of the Lenders created or provided for herein. which pledge and security interest shall, upon completion of all appropriate filings with respect thereto, constitute a first priority perfected pledge and security interest in and to all of such Pledged Collateral subject only to Prior Liens and each Obligor will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Prior Liens, Permitted Encumbrances and the Lien pursuant hereto; and, subject to Section 5.04 hereof, will cause any and all Pledged Securities, to the extent certificated, whether for value paid by any Obligor or otherwise, to be forthwith deposited with Administrative Agent and pledged or assigned hereunder.

(b) The Pledged Stock represented by the certificates identified under the name of such Obligor in Annex 1A hereto is, and all other Pledged Stock in which such Obligor shall hereafter grant a security interest pursuant to Section 3 hereof will be, duly authorized, validly existing, fully paid and non-assessable and none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter or by-laws of the respective Issuer of such Pledged Stock, upon the transfer of such Pledged Stock (except for any such restriction contained herein or in the Credit Agreement or as permitted by the Credit Agreement).

(c) The Pledged Stock represented by the certificates identified under the name of such Obligor in Annex 1A hereto constitutes, with respect to each Issuer, all of the issued and outstanding shares of capital stock of any class of such Issuers beneficially owned by such Obligor, and said Annex 1A correctly identifies, as at the date hereof, or, with respect to any Issuer created or acquired after the date hereof or which issues additional Pledged Securities to any Obligor hereunder, as of the date of pledge hereunder, the respective Issuers of such Pledged Stock, the respective class and par value of the shares comprising such Pledged Stock and the respective number of shares (and registered owners thereof) represented by each such certificate.

(d) The Pledged Obligations identified on Annex 1B hereto constitute all of the Pledged Obligations of the obligors thereunder as identified on Annex 1B hereto, and, other than the Pledged Obligations, no Obligor owns, directly or indirectly, any other Pledged Obligations constituting Indebtedness of any Subsidiary.

(e) Annexes 2, 3 and 4 hereto, respectively, set forth under the name of such Obligor a complete and correct list of all Copyrights, Patents and Trademarks owned by such Obligor on the date hereof, which have been registered or for which an application for registration has been made. Except pursuant to licenses and other user agreements entered into by such Obligor in the ordinary course of business that are listed in Annex 5 hereto, (i) such Obligor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in said Annexes 2, 3 and 4, and (ii) all registrations listed in said Annexes 2, 3 and 4 are valid and in

full force and effect except to the extent reasonably determined by Borrower to be no longer necessary to the business of Borrower. Except as may be set forth in said Annex 5, such Obligor owns and possesses the right to use all Copyrights, Patents and Trademarks.

(f) Annex 5 hereto sets forth a complete and correct list of all material licenses and other user agreements included in the Intellectual Property.

(g) To such Obligor's knowledge: (i) except as set forth in Annex 5 hereto, there is no material violation by others of any right of such Obligor with respect to any Copyright, Patent or Trademark listed in Annexes 2, 3 and 4 hereto, respectively, under the name of such Obligor, and (ii) such Obligor is not infringing in any material respect upon any Copyright, Patent or Trademark of any other Person; and no material proceedings have been instituted or are pending against such Obligor or, to such Obligor's knowledge, threatened, and no claim against such Obligor has been received by such Obligor, alleging any such violation, except as may be set forth in said Annex 5 or as otherwise notified in writing to Administrative Agent.

(h) Any goods now or hereafter produced by such Obligor or any of its Subsidiaries included in the Pledged Collateral have been and will be produced by such Obligor in compliance with the applicable requirements of the Fair Labor Standards Act of 1938, as amended, except where the failure to comply is not reasonably likely to have a Material Adverse Effect.

(i) The Interests of each Obligor identified under the name of such Obligor on Annex 1A hereto pledged hereunder, and in respect of which a security interest has been granted hereunder, constitute all of the issued and outstanding Interests, limited liability company interests or other ownership or equity interests in any LLC owned by the Obligors; the Partnership Interests of each Obligor identified under the name of such Obligor on Annex 1A hereto pledged hereunder, and in respect of which a security interest has been granted hereunder, constitute all of the issued and outstanding Partnership Interests or other ownership or equity interests in any Partnership owned by the Obligors (in the case of the Laredo JV, only to the extent permitted by the provisions of the Laredo JV Agreement prohibiting the creation of Liens, as in effect on the date hereof); and, except as set forth in the Laredo JV Agreement, none of the Pledged Interests is or will be subject to any contractual restriction, or any restriction under the organizational or other organic documents of the respective issuer of such Pledged Interests upon the transfer of such Pledged Interests (except for any such restriction contained herein or in the Credit Agreement or as permitted by the Credit Agreement). The Pledged Interests have been duly authorized and validly issued, and all payments required to be made by any holder of such Pledged Interests in respect of such interests have been made.

(j) Each Obligor has the corporate power and authority to grant the security interest in the Pledged Collateral pursuant to this Agreement and has taken all necessary corporate action to grant the security interest in the Pledged Collateral pursuant to this Agreement.

(k) None of the Pledged Stock constitutes margin stock, as defined in Regulation U of the Board of Governors of the Federal Reserve System.

(l) Other than Prior Liens and Permitted Encumbrances, no security agreement, financing statement consented to by such Pledgor, equivalent security or lien instrument or continuation statement covering all or part of the Pledged Collateral is on file or of record in any public office, except such as

may have been or will be filed in favor of Administrative Agent in favor of the Creditors pursuant to this Agreement.

(m) Upon filing of the financing statements in the offices referred to on Schedule 1 hereto, the security interest created by this Agreement in all Pledged Collateral other than the Pledged Securities will constitute a valid, perfected first priority security interest in such Pledged Collateral to the extent provided in the Uniform Commercial Code, enforceable in accordance with its terms against all creditors of such Obligor and any Persons purporting to purchase any such Pledged Collateral from such Obligor, except as enforcement of such security interest may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally or general equitable principles (whether considered in a proceeding in equity or at law).

(n) The Interests in each LLC and the Partnership Interests in each Partnership are not represented by certificates.

(o) Each Obligor's principal place of business, chief executive office and the place where its records concerning the Pledged Collateral are kept is at the address listed on Schedule 2 hereto, and such Obligor will not change such principal place of business or chief executive office or remove such records without giving Administrative Agent at least 20 days prior written notice thereof and taking such action to maintain the perfection or priority of Administrative Agent's security interest in the Pledged Collateral as is necessary or reasonably requested by Administrative Agent; and such Obligor will not change its name, identity or structure in any manner, or take any other action, which might make any financing statement filed in respect of the Pledged Collateral seriously misleading unless it shall have given Administrative Agent at least 20 days prior written notice thereof.

(p) No consent or approval of any Governmental Authority or any securities exchange or any other Person was or is necessary for the validity of the security interest granted herein and the pledge effected hereby.

(q) By virtue of the execution and delivery by the Obligors of this Agreement, when the Pledged Securities, certificates, instruments or other documents representing or evidencing such Pledged Securities are delivered to Administrative Agent in accordance with this Agreement, or, in the case of Pledged Securities constituting uncertificated securities, when the steps required by Articles 8 and 9 of the Uniform Commercial Code have been taken to perfect Administrative Agent's security interest therein, the security interest created by this Agreement in the Pledged Securities to the extent provided in the Uniform Commercial Code is enforceable in accordance with its terms against all creditors of such Obligor and any Person purporting to purchase any such Pledged Collateral from such Obligor, except as enforcement of such security interest may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally or general equitable principles (whether considered in a proceeding in equity or at law).

(r) There are no restrictions upon the voting rights associated with, or upon the transfer of, any of the Pledged Securities. Except as set forth in the Laredo JV Agreement, the Pledged Securities are not subject to any put, call, option or other right in favor of any other Person whatsoever.

(s) Neither the execution and delivery of this Agreement by each Obligor nor the consummation of the transactions herein contemplated nor the fulfillment of the terms hereof (i) violates any Obligor's, or any of its Subsidiaries', charter or by-laws or any organizational or other organic document of any Issuer, LLC or Partnership, (ii) violates the terms of any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which any Obligor, or any of its Subsidiaries, is a party, or by which any of them may be bound or to which any of their Property may be subject, which violation or conflict, individually or in the aggregate, would have a Material Adverse Effect, or a material adverse effect on the value of the Pledged Collateral or a material adverse effect on the security interests hereunder, or (iii) conflicts with any law, order, rule or regulation applicable to any Obligor, or any of its Subsidiaries, of any Governmental Authority having jurisdiction over any Obligor, or any of its Subsidiaries, or their Property, or (iv) results in or requires the creation or imposition of any Lien (other than the Lien contemplated hereby) upon or with respect to any of the Property now owned or hereafter acquired by any Obligor, or any of its Subsidiaries.

(t) Upon reasonable request to an Obligor, Administrative Agent shall have full and free access during normal business hours to all of the books, correspondence and records of such Obligor relating to the Pledged Collateral, and Administrative Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof.

(u) In the event that Administrative Agent desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the reasonable request of Administrative Agent, each Obligor agrees to use its diligent best efforts to assist and aid Administrative Agent to obtain as soon as practicable any necessary approvals for the exercise of any such remedies, rights and powers.

(v) There are no voting trusts or other agreements or understandings to which any Obligor is a party or by which it may be bound with respect to voting, managerial consent, election or other rights of any Obligor relating to the Pledged Securities.

(w) Such Obligor is not in default in the payment of any portion of any mandatory capital contribution, if any, required to be made under any agreement to which such Obligor is a party relating to its Interests or Partnership Interests, and such Obligor is not in violation of any other material provisions of any such agreement to which such Obligor is a party, or otherwise in default or violation thereunder; no Interest or Partnership Interest is subject to any defense, offset or counterclaim, nor have any of the foregoing been asserted or alleged against such Obligor by any Person with respect thereto and as of the date hereof, there are no certificates, instruments, documents or other writings (other than the operating agreements, partnership agreements and certificates, if any, delivered to Administrative Agent) which evidence any Interest or Partnership Interest of such Obligor.

Section 3. Pledged Collateral; Registration of Pledge of Pledged Interests; Acknowledgments; Delivery of Pledged Securities and Pledged Obligations. (a) As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations owing by such Obligor, each Obligor hereby pledges and mortgages to Administrative Agent, for the benefit of the Creditors as hereinafter provided, and grants to Administrative Agent, for the benefit of the Creditors as hereinafter provided, a security interest in, all of such Obligor's right, title and interest in the following property, whether now owned by such Obligor or hereafter acquired and whether now existing or hereafter coming into existence (all being collectively referred to herein as "Pledged Collateral")

(1) the shares of common and/or preferred stock of the Issuers represented by the certificates identified in Annex 1A hereto under the name of such Obligor and all shares of such Obligor of each other corporation hereafter acquired or formed by such Obligor and all other shares of capital stock of whatever class of the Issuers now or hereafter owned by such Obligor and all Equity Rights of any such Issuer owned by any Obligor, in each case together with the certificates evidencing the same (collectively, the "Pledged Stock");

(2) all shares, securities, moneys or Property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock;

(3) all Pledged Obligations identified on Annex 1B hereto under the name of any Obligor;

(4) all Interests or Partnership Interests now or hereinafter owned by any Obligor and any limited liability company interest, partnership interest or other ownership or equity securities or certificate (including, without limitation, any certificate representing a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights, whether in addition to, in substitution of, as a conversion of, or in exchange for Interests or Partnership Interests, or otherwise in respect thereof (in the case of the Laredo JV, only to the extent permitted by the provisions of the Laredo JV Agreement prohibiting the creation of Liens, as in effect on the date hereof) (collectively, the "Pledged Interests");

(5) without affecting the obligations of such Obligor under any provision prohibiting such action hereunder or under the Credit Agreement, in the event of any consolidation or merger in which an Issuer, LLC or Partnership is not the surviving corporation, all shares of each class of the capital stock of the successor corporation or interests or certificates of the successor limited liability company or partnership owned by the Obligors (unless such successor is such Obligor itself) formed by or resulting from such consolidation or merger.

(6) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of such Obligor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to such Obligor in respect of any loans or advances or for Inventory or Equipment or other goods sold or leased or for services rendered, all moneys due and to become due to such Obligor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by such Obligor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Accounts");

(7) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of such Obligor evidencing, representing, arising from or existing in respect of, relating to, or securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called "Instruments");

(8) all inventory (as defined in the Uniform Commercial Code) of such Obligor, all goods obtained by such Obligor in exchange for such inventory, any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto, and any such in-

ventory as is temporarily out of such Obligor's custody or possession, including inventory held by others on consignment, inventory on the premises of others and items in transit (herein collectively called "Inventory");

(9) all Intellectual Property;

(10) all intellectual property and all other accounts or general intangibles (each as defined in the Uniform Commercial Code) which is not otherwise within the definition of Intellectual Property or Accounts;

(11) all equipment (as defined in the Uniform Commercial Code) of such Obligor, including all Motor Vehicles (herein collectively called "Equipment");

(12) all Contracts;

(13) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Obligor covering, evidencing or representing Inventory or Equipment (herein collectively called "Documents");

(14) all rights, claims and benefits of such Obligor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by such Obligor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(15) all Property from time to time in the Collateral Account; and

(16) all other tangible and intangible personal property and fixtures of such Obligor, including, without limitation, all proceeds, products, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Obligor described in the preceding clauses of this Section 3(a) (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by any Obligor in respect of any of the items listed above) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Obligor or any computer bureau or service company from time to time acting for such Obligor.

Notwithstanding the foregoing, (i) the security interest of Administrative Agent in any license or other agreement constituting Intellectual Property shall be subject to all of the terms and conditions of such license or other agreement, and (ii) the Pledged Collateral does not and shall not include any Contract (including any insurance policy or any license with respect to Intellectual Property) or any permit or authorization pursuant to any Governmental Authority to which any Obligor is a party which would be rendered void or unenforceable by reason of its being included as part of the Pledged Collateral or which is not assignable by its terms, unless a consent to the assignment has been received by such Obligor and/or Administrative Agent; provided, however, that no Obligor shall enter into any Contract material to Borrower and its subsidiaries, taken as a whole, containing any such terms which are not customary without the prior consent of Administrative Agent and the Majority Lenders. Furthermore, the Pledged Collateral shall not include any licenses issued by the Federal Communications Commission (the "FCC") the grant of a security interest in which is prohibited by applicable federal law, pro-

vided, that should any such prohibition no longer be of any force or effect, such licenses shall automatically become part of the Pledged Collateral upon such event.

(b) Concurrently with the execution of this Agreement and with the creation or acquisition of any securities or interests in any Issuer, LLC or Partnership the securities or interests in which are required pursuant to the terms hereof or of the Credit Agreement to be pledged hereunder, each Obligor shall deliver to Administrative Agent (i) an Initial Transaction Statement in the form of Exhibit A hereto confirming that such Obligor has registered the pledge of its Interests and Partnership Interests effected by this Agreement on the books of each applicable LLC or Partnership in which it has an Interest or a Partnership Interest and (ii) an Acknowledgment and Consent in the form of Exhibit B hereto of each Issuer, LLC or Partnership whose securities or interests are Pledged Securities hereunder.

(c) Each Obligor hereby delivers to Administrative Agent all of the certificates evidencing the Pledged Stock owned by such Obligor as of the date hereof which is represented by certificates, endorsed in blank or accompanied with appropriate undated stock powers executed in blank. If at any time any Pledged Stock which is not represented by a certificate shall be represented by one or more certificates, then each Obligor shall promptly deliver the same to Administrative Agent accompanied by stock powers duly executed in blank. All other shares of Pledged Stock subsequently acquired by each Obligor shall be pledged to Administrative Agent and if represented by a certificate, certificates representing the same shall be delivered to Administrative Agent substantially contemporaneously with the acquisition thereof, accompanied by stock powers duly executed in blank.

(d) Each Obligor has executed and delivered to Administrative Agent such financing statements as Administrative Agent has requested with respect to that portion of the Pledged Collateral in which a Lien may be perfected by the filing of a financing statement against such Obligor. Each Obligor has caused the Lien of Administrative Agent in and to the Interests and the Partnership Interests to be registered upon the books of the issuers of such Interests and Partnership Interests. If at any time any Interests or Partnership Interests shall be represented by one or more certificates or by any documents that are instruments (as defined in the Uniform Commercial Code), then the appropriate Obligor shall promptly deliver the same to Administrative Agent accompanied by duly executed transfer powers endorsed in blank respecting such certificates or documents.

(e) Each Obligor hereby delivers to Administrative Agent all of the promissory notes, instruments and agreements evidencing the Pledged Obligations held by such Obligor as of the date hereof in suitable form for transfer by endorsement and delivery or accompanied by duly executed instruments of transfer or assignment in blank. If any Obligor shall become entitled to receive or shall receive any promissory notes, instruments or agreements constituting Pledged Collateral after the date hereof (including, without limitation, any certificate representing any distribution in connection with any recapitalization, reclassification or increase or reduction of capital, or issued in connection with any reorganization of the obligor on any Pledged Obligations) in respect of the Pledged Obligations, such Obligor agrees: (i) to accept the same as the agent of Administrative Agent, (ii) to hold the same in trust on behalf of and for the benefit of Administrative Agent, and (iii) to deliver any and all promissory notes, instruments or agreements evidencing the same to Administrative Agent within ten (10) days following the receipt thereof by such Obligor, in the exact form received, with the endorsement in blank of such Obligor when necessary and with an appropriate undated instrument of transfer or assignment duly executed in blank (with signature properly guaranteed), to be held by Administrative Agent subject to the terms of this Agreement, as additional Pledged Collateral.

(f) Each delivery of such Pledged Securities or Pledged Obligations after the date hereof shall be accompanied by a schedule describing the securities and/or indebtedness theretofore and then being pledged

hereunder, which schedule shall be attached hereto and made a part hereof. Each schedule so delivered shall supersede any prior schedules so delivered.

Section 4. Cash Proceeds of Collateral.

4.01. Collateral Account.

(a) There is hereby established with Administrative Agent a cash collateral account (the "Collateral Account") in the name and under the control of Administrative Agent (1) into which there shall be deposited from time to time, to the extent required by the Credit Agreement, (i) the cash proceeds (including pursuant to any Disposition thereof) of any of the Pledged Collateral, (ii) the cash proceeds of any Taking or Destruction or loss of title with respect to any Real Property (including proceeds of Casualty Events and proceeds of insurance covering the Pledged Collateral or any Real Property), and (iii) any cash in respect of any Pledged Collateral which Administrative Agent is entitled to pursuant to Section 5.04 hereof, and (2) into which the Obligors may from time to time deposit any additional amounts that any of them wishes to pledge to Administrative Agent for the benefit of the Lenders as additional collateral security hereunder and which, as provided in Section 10 of the Credit Agreement, it is required to pledge as additional collateral security hereunder.

(b) The balance from time to time in the Collateral Account shall constitute part of the Pledged Collateral hereunder and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. So long as no Event of Default has occurred and is continuing, Administrative Agent shall, subject to the further provisions hereof, remit the collected balance outstanding to the credit of the Collateral Account to or upon the order of the respective Obligor as such Obligor shall from time to time instruct; provided, however, that any amounts deposited in the Collateral Account in respect of (1) any Disposition effected pursuant to Section 9.06 of the Credit Agreement which pursuant to Section 2.10(a) of the Credit Agreement is required to be deposited in the Collateral Account or (2) Casualty Events or Takings, Destructions or loss of title with respect to Real Property shall be disbursed to the relevant Obligor in periodic installments upon submission of reasonable evidence that such amount is to be applied as permitted by Section 2.10(a) of the Credit Agreement, and any amounts deposited in the Collateral Account in respect of prepayments or reductions of Loans or Commitments under Section 2.10 of the Credit Agreement which are to be applied to LIBOR Loans as provided in the penultimate sentence of Section 2.10(b) of the Credit Agreement shall be held by Administrative Agent until the end of the respective Interest Periods of such LIBOR Loans at which time, whether or not an Event of Default has occurred, Administrative Agent shall cause such monies to be applied to such LIBOR Loans. However, at any time following the occurrence and during the continuance of an Event of Default, Administrative Agent may (and, if instructed by the Lenders as specified in Section 11.01 of the Credit Agreement, shall) in its (or their) sole and absolute discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified in Section 5.09 hereof. The balance from time to time in the Collateral Account shall be subject to withdrawal only as provided herein or in the Credit Agreement.

(c) If requested by Borrower and agreed to by any Lender that is an Original Lender, and subject to documentation reasonably satisfactory to Administrative Agent and such Lender, Administrative Agent shall designate such Lender as a collateral sub-agent for Administrative Agent in respect of all or any portion of the Collateral Account and provide written notice to Borrower of such designation.

4.02. Proceeds of Accounts. At any time after the occurrence and during the continuance of an Event of Default, each Obligor shall, upon the request of Administrative Agent, instruct all account debtors and other Persons obligated in respect of all Accounts to make all payments in respect of the Accounts either (a)

directly to Administrative Agent (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of Administrative Agent), or (b) to one or more other banks in the United States of America (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of Administrative Agent) under arrangements, in form and substance satisfactory to Administrative Agent, pursuant to which such Obligor shall have irrevocably instructed such other bank (and such other bank shall have agreed) to remit all proceeds of such payments directly to Administrative Agent for deposit into the Collateral Account. All payments made to Administrative Agent as provided in the preceding sentence shall be immediately deposited in the Collateral Account. In addition to the foregoing, each Obligor agrees that, at any time after the occurrence and during the continuance of an Event of Default if the proceeds of any Pledged Collateral hereunder (including the payments made in respect of Accounts) shall be received by it, such Obligor shall as promptly as possible deposit such proceeds into the Collateral Account. Until so deposited, all such proceeds shall be held in trust by such Obligor for and as the property of Administrative Agent and the Lenders and shall not be commingled with any other funds or property of such Obligor.

4.03. Investment of Balance in Collateral Account. Amounts on deposit in the Collateral Account shall be invested from time to time in such Permitted Investments as Borrower (or, after the occurrence and during the continuance of a Default, Administrative Agent) shall determine, which Permitted Investments shall be held in the name and be under the control of Administrative Agent; provided, however, that (i) at any time after the occurrence and during the continuance of an Event of Default, Administrative Agent may (and, if instructed by the Lenders as specified in Section 11.01 of the Credit Agreement, shall) in its (or their) sole and absolute discretion at any time and from time to time elect to liquidate any such Permitted Investments and to apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 5.09 hereof, and (ii) if requested by Borrower, such Permitted Investments may be held in the name and under the control of one or more of the Lenders (and in that connection each Lender, pursuant to Section 11.01 of the Credit Agreement, has agreed that such Permitted Investments shall be held by such Lender as a collateral sub-agent for Administrative Agent hereunder).

4.04. Cover for Letter of Credit Liabilities. Amounts deposited into the Collateral Account as cover for Letter of Credit Liabilities under the Credit Agreement pursuant to Section 10 thereof shall be held by Administrative Agent in a separate sub-account (designated "Letter of Credit Liabilities Sub-Account") and all amounts held in such sub-account shall constitute collateral security first for the Letter of Credit Liabilities outstanding from time to time, and second as collateral security for the other Secured Obligations hereunder, which funds shall be retained by Administrative Agent in the Collateral Account (as provided in this Agreement as collateral security in the first instance for the Letter of Credit Liabilities) until such time as all Letters of Credit shall have been terminated and all of the Letter of Credit Liabilities paid in full.

Section 5. Covenants; Further Assurances; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3(a) hereof, the Obligors hereby jointly and severally agree with each Lender and Administrative Agent as follows:

5.01. Delivery and Other Perfection. Each Obligor shall:

(a) if there shall be received by such Obligor any of the above-described shares, securities or property required to be pledged by such Obligor under clauses (1), (2), (3), (4) or (5) of Section 3(a) hereof or any distribution of capital shall be made on or in respect of the Pledged Interests or any Property shall be distributed upon or with respect to the Pledged Interests pursuant to the recapitalization or reclassification of the capital of any LLC or Partnership, or pursuant to the reorganization thereof, forthwith either (x) (A) transfer and deliver to Administrative Agent such shares, capital, Property or

securities so received by such Obligor (together with the certificates for any such shares and securities duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by Administrative Agent, pursuant to the terms of this Agreement, as part of the Pledged Collateral, and (B) promptly (and in any event within five Business Days) deliver to Administrative Agent a pledge amendment, duly executed by such Obligor, in substantially the form of Exhibit C hereto (each, a "Pledge Amendment") (it being understood that each Obligor hereby authorizes Administrative Agent to attach each Pledge Amendment to this Agreement and agrees that all Pledged Interests listed on any Pledge Amendment delivered to Administrative Agent shall for all purposes hereunder be considered Pledged Collateral) or (y) take such other action as Administrative Agent shall reasonably deem necessary or appropriate to duly record the Lien created hereunder in such shares, securities, capital or Property in said clauses (1), (2), (3), (4) and (5) and until such time of transfer hold such shares, securities, money, property or capital in trust for the sole benefit of the Lenders, segregated from the other property of each Obligor:

(b) deliver and pledge to Administrative Agent any and all Instruments, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as Administrative Agent may request; provided, however, that so long as no Default shall have occurred and be continuing, such Obligor may retain for collection in the ordinary course any Instruments received by such Obligor in the ordinary course of business and Administrative Agent shall, promptly upon request of such Obligor, make appropriate arrangements for making any other Instrument pledged by such Obligor available to such Obligor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by Administrative Agent, against trust receipt or like document);

(c) maintain the security interest created by this Agreement as a first priority perfected security interest subject only to Prior Liens and Permitted Encumbrances and defend such security interest against claims and demands of all Persons whomsoever and give, execute, deliver, file and/or record any financing statement, continuation statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of Administrative Agent) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable Administrative Agent to exercise and enforce its rights hereunder with respect to such pledge and security interest (and each Obligor authorizes Administrative Agent to file any such financing or continuation statement without the signature of each Obligor to the extent permitted by applicable law), including, without limitation, after the occurrence and during the continuance of an Event of Default, causing any or all of the Securities Collateral to be transferred of record into the name of Administrative Agent or its nominee (and Administrative Agent agrees that if any Securities Collateral is transferred into its name or the name of its nominee, Administrative Agent will thereafter promptly give to the respective Obligor copies of any notices and communications received by it with respect to the Securities Collateral) and if any amount payable under or in connection with any of the Interests or Partnership Interests shall be or become evidenced by any instrument (including any promissory note) or chattel paper (in each case as defined in the Uniform Commercial Code), such instrument or chattel paper shall be immediately delivered to Administrative Agent, duly endorsed in a manner reasonably satisfactory to Administrative Agent, to be held as Pledged Collateral pursuant to this Agreement;

(d) keep full and accurate books and records relating to the Pledged Collateral, and stamp or otherwise mark all such material books and records in such manner as Administrative Agent may reasonably require in order to reflect the security interests granted by this Agreement;

(e) furnish to Administrative Agent upon its request statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral, as Administrative Agent may reasonably request, all in reasonable detail;

(f) promptly upon the reasonable request of Administrative Agent, following receipt by Administrative Agent of any statements, schedules or reports pursuant to clause (e) above, modify this Agreement by amending Annexes 2, 3 and/or 4 hereto, as the case may be, to include any Copyright, Patent or Trademark that becomes part of the Pledged Collateral under this Agreement;

(g) permit representatives of Administrative Agent, upon reasonable notice, at any time during normal business hours and with reasonable prior notice to inspect and make abstracts from its books and records pertaining to the Pledged Collateral;

(h) upon the occurrence and during the continuance of any Event of Default, permit representatives of Administrative Agent to be present at such Obligor's place of business to receive copies of all communications and remittances relating to the Pledged Collateral, and forward copies of any notices or communications received by such Obligor with respect to the Pledged Collateral, all in such manner as Administrative Agent may require;

(i) upon the occurrence and during the continuance of any Event of Default, upon request of Administrative Agent, promptly notify (and such Obligor hereby authorizes Administrative Agent so to notify) each account debtor in respect of any Accounts or Instruments that such Pledged Collateral has been assigned to Administrative Agent for the benefit of the Lenders hereunder, and that any payments due or to become due in respect of such Pledged Collateral are to be made directly to Administrative Agent; and

(j) to the extent permitted by law, pay, and save Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Pledged Collateral or in connection with any of the transactions contemplated by this Agreement.

5.02. Other Financing Statements and Liens. Without the prior written consent of Administrative Agent (granted with the authorization of the Lenders as specified in Section 11.01 of the Credit Agreement), no Obligor shall file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Pledged Collateral in which Administrative Agent is not named as the sole secured party for the benefit of the Lenders other than with respect to Prior Liens and Permitted Encumbrances.

5.03. Preservation of Rights. Regardless of whether or not there shall have occurred any Event of Default, Administrative Agent may institute and maintain, or cause in its name or in the name of the Obligors to be instituted and maintained, such suits and proceedings as Administrative Agent may reasonably deem to be necessary or expedient to prevent any impairment of the security interest in or perfection of the Pledged Collateral in contravention of the terms of the Credit Documents. The Obligors agree not to knowingly take or permit to be taken any action which would impair in any material way the Pledged Collateral or Administrative Agent's rights in the Pledged Collateral. Administrative Agent shall not be required to take steps necessary to preserve any rights against prior parties to any of the Pledged Collateral.

5.04. Special Provisions Relating to Certain Collateral.

(a) Pledged Securities and Pledged Obligations.

(1) The Obligors will cause the Pledged Stock to constitute at all times, with respect to any Issuer, all of the shares of each class of capital stock of each such Issuer then owned by any Obligor.

(2) So long as the notice referred to in the second succeeding sentence has not been given the Obligors shall have the right to exercise all voting, consensual, partnership, managerial and membership rights and powers and other powers of ownership pertaining to the Pledged Securities (collectively, the "Voting Powers") for all purposes not inconsistent with the terms of this Agreement, the other Credit Documents or any other instrument or agreement referred to herein or therein; provided, however, that each Obligor agrees that no vote shall be cast or membership or partnership right exercised or other action taken which is reasonably likely to materially impair the Pledged Securities (other than pursuant to a transaction expressly permitted under the Credit Agreement) or which is reasonably likely to result in a Default. Administrative Agent shall execute and deliver to the Obligors or cause to be executed and delivered to the Obligors all such proxies, powers of attorney, dividend and other orders, and all such instruments, in each case without recourse or warranty, as the Obligors may reasonably request for the purpose of enabling the Obligors to exercise the Voting Powers that they are entitled to exercise pursuant to this Section 5.04(a)(2). Upon the occurrence and during the continuance of an Event of Default, at Administrative Agent's sole and absolute option and following written notice from Administrative Agent to the Obligors (such written notice to be effective immediately upon the giving thereof as provided below) all rights of the Obligors to exercise the Voting Powers they are entitled to exercise pursuant to this Section 5.04(a)(2), and the obligations of Administrative Agent under this Section 5.04(a)(2), shall cease, and all such Voting Powers shall thereupon become transferred to and vested in Administrative Agent, which shall have the sole and exclusive right and authority to exercise such Voting Powers, including, without limitation, the right to act by shareholder, partner, member or other interestholder consent. Such authorization shall constitute an irrevocable voting proxy from each Obligor to Administrative Agent or, at Administrative Agent's option, to Administrative Agent's nominee.

(3) Subject to Section 5.04(a)(4) below, the Obligors shall be entitled to receive and retain any dividends or distributions on the Pledged Securities to the extent that the payment of such dividends is permitted by the Credit Agreement.

(4) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not Administrative Agent or any Lender exercises any available right to declare any Secured Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Credit Agreement, the Notes or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Pledged Securities shall be paid directly to Administrative Agent and retained by it as part of the Pledged Collateral, subject to the terms of this Agreement, and, if Administrative Agent shall so request in writing, the Obligors jointly and severally agree to execute and deliver to Administrative Agent appropriate additional dividend, distribution and other orders and documents to that end; provided, however, that if such Event of Default is cured or waived, any such dividend or distribution theretofore paid to Administrative Agent shall (except to the extent theretofore applied to the Secured Obligations) promptly be returned by Administrative Agent to the Obligors, without interest and without recourse or warranty.

(5) Administrative Agent, on behalf of the Lenders, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or

as sub-agent) or the name of the applicable Obligor, endorsed or assigned in blank or in favor of Administrative Agent. The applicable Obligor will promptly give to Administrative Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Obligor. Administrative Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any reasonable purpose consistent with this Agreement.

(6) After the occurrence and during the continuance of any such Event of Default, this Section 5.04(a)(6) shall constitute and grant an irrevocable proxy which shall become effective and shall entitle Administrative Agent, at its election, to vote the Pledged Securities upon any and all corporate, limited liability company or partnership matters; provided, however, that the foregoing proxy shall be construed so that, and shall be limited to the extent necessary so that, Administrative Agent shall not be or become liable as a general partner or member.

(7) So long as no Event of Default has occurred, and to the extent not prohibited by the Credit Agreement, each Obligor shall be entitled to receive and retain principal and interest payments, if any, paid on the Pledged Obligations.

(8) Upon the occurrence and during the continuance of an Event of Default, (i) all rights of each Obligor to receive or demand, as the case may be, principal and interest payments which such Obligor is authorized to receive or demand pursuant to Section 5.04(a)(7) shall cease, and all such rights shall thereupon become vested in Administrative Agent, which shall have the sole and exclusive right and authority to receive or demand, as the case may be, and retain such principal and interest payments (and all other payments in respect of the Pledged Obligations); in addition, all principal and interest payments (and all other payments in respect of the Pledged Obligations) which are received by any Obligor contrary to the provisions of this Section 5.07(a)(8) shall be received in trust for the benefit of Administrative Agent, shall be segregated from other property or funds of such Obligor and shall be forthwith delivered to Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement), and (ii) all rights of each Obligor to exercise any rights and powers (including the right to receive and retain payments on the Pledged Obligations) which it would otherwise be entitled to exercise pursuant to Section 5.04(a)(7) shall cease, and all such rights shall thereupon become vested in Administrative Agent, which shall have the sole and exclusive right and authority to exercise all such rights and powers until such Event of Default shall have been cured or waived in accordance with the Credit Agreement, at which time all such rights shall thereupon become revested in such Obligor. Any and all money and other Property paid over to or received by Administrative Agent as Pledged Collateral and retained by Administrative Agent pursuant to the provisions of this Section 5.04(a)(8) shall be retained by Administrative Agent in the Collateral Account upon receipt of money or other property and shall be applied in accordance with the provisions of Section 5.09 hereof. Upon the occurrence and during the continuance of an Event of Default, each Obligor further agrees that so long as the Pledged Obligations continue to be Pledged Collateral under this Agreement, such Obligor will not permit any of the notes, instruments or other agreements evidencing the Pledged Obligations to be amended, modified or changed in any way, nor will such Obligor accept any waiver, indulgence, modification or other departure by any obligor under such Pledged Obligations from any provision of the Pledged Obligations, without first obtaining written consent of Administrative Agent not to be unreasonably withheld.

(9) Each Obligor hereby represents and warrants that it has made its own arrangements for keeping informed of changes or potential changes affecting the Pledged Securities and the Pledged Obligations (including, without limitation, rights to convert, rights to subscribe, payment of dividends, reorganization or other exchanges, tender offers and voting rights of the Pledged Securities), and each Obligor agrees that Ad-

ministrative Agent shall have no responsibility or liability for informing such Obligor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto.

(10) Administrative Agent may, upon the occurrence and during the continuation of an Event of Default, without notice and at its option, transfer or register the Pledged Securities and the Pledged Obligations or any part thereof, into its or its nominee's name, or endorse any of the Pledged Obligations for negotiation, without any indication that such Pledged Collateral is subject to the security interest hereunder.

(b) Intellectual Property.

(1) For the purpose of enabling Administrative Agent, during the continuance of an Event of Default, to exercise rights and remedies under Section 5.05 hereof at such time as Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Obligor hereby grants to Administrative Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Obligor) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such Obligor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

(2) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 9.06 of the Credit Agreement that limit the right of the Obligors to dispose of their respective property, so long as no Event of Default shall have occurred and be continuing, the Obligors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Obligors. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, Administrative Agent shall from time to time, upon the request of the respective Obligor, execute and deliver any instruments, certificates or other documents, in the form so requested, that such Obligor shall have certified are appropriate (in its judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to Section 5.04(b)(1) as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations and cancellation or termination of the Commitments and Letter of Credit Liabilities or earlier expiration of this Agreement or release of the Pledged Collateral, Administrative Agent shall grant back to the Obligors the license granted pursuant to Section 5.04(b)(1). The exercise of rights and remedies under Section 5.05 hereof by Administrative Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Obligors in accordance with the first sentence of this Section 5.04(b)(2).

(c) Motor Vehicles. At any time after the occurrence and during the continuance of an Event of Default, each Obligor shall, upon the request of Administrative Agent, deliver to Administrative Agent originals of the certificates of title or ownership for any Motor Vehicles, and any other Equipment covered by certificates of title or ownership, owned by it with Administrative Agent listed as lienholder.

(d) FCC Licenses. Notwithstanding any other provision hereof, Administrative Agent (i) shall not, without first obtaining the approval of the FCC, take any action pursuant to this Agreement which would constitute or result in any acquisition or transfer of ownership or control of any Obligor or its assets, assignment of any FCC license or any other change of control that would require, under then existing law (including the written rules and regulations promulgated by the FCC), the prior approval of the FCC and (ii) to give any notice that may be required under the rules of the FCC (including, without limitation, 47 CFR 22.937 (f) (or any successor)) before foreclosing on any Pledged Collateral.

5.05. Events of Default; Remedies; Etc. During the period during which an Event of Default shall have occurred and be continuing:

(a) each Obligor shall, at the request of Administrative Agent, assemble the Pledged Collateral owned by it at such place or places, reasonably convenient to both Administrative Agent and such Obligor, designated in its request.

(b) Administrative Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Pledged Collateral and may extend the time of payment, arrange for payment in installments, or otherwise reasonably modify the terms, of any of the Pledged Collateral;

(c) Administrative Agent shall have all of the rights and remedies with respect to the Pledged Collateral of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Collateral as if Administrative Agent were the sole and absolute owner thereof (and each Obligor agrees to take all such action as may be appropriate to give effect to such right);

(d) Administrative Agent in its sole and absolute discretion may, in its name or in the name of the Obligors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Pledged Collateral, but shall be under no obligation to do so; and

(e) Administrative Agent may, upon ten business days' prior written notice to the Obligors of the time and place, with respect to the Pledged Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of Administrative Agent, the Lenders or any of their respective agents, sell, lease, assign or otherwise dispose of all or any part of such Pledged Collateral, at such place or places as Administrative Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and Administrative Agent or any Lender or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Pledged Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Obligors, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Obligors shall supply to Administrative Agent or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned, subject to notice as may be required by law. In case any sale of all or any part of the Pledged Collateral is made on credit or for future delivery, the Pledged Collateral so sold may be retained by Administrative Agent until the sale price is paid in full.

by the purchaser or purchasers thereof, but Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Pledged Collateral so sold and, in case of any such failure, such Pledged Collateral may be sold again upon like notice. For purposes hereof, (i) a written agreement to purchase the Pledged Collateral or any portion thereof shall be treated as a sale thereof, (ii) Administrative Agent shall be free to carry out such sale pursuant to such agreement, and (iii) no Obligor shall be entitled to the return of the Pledged Collateral or any portion thereof subject thereto, notwithstanding the fact that after Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, Administrative Agent may proceed by a suit or suits at law or in equity to foreclose upon the Pledged Collateral and to sell the Pledged Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court appointed receiver. Any sale pursuant to the provisions of this Section 5.05 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code or its equivalent in other jurisdictions. If under mandatory requirements of applicable law, Administrative Agent shall be required to make disposition of the Pledged Collateral within a period of time that does not permit the giving of notice to the Obligors as herein before provided, Administrative Agent need give the Obligors only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of law.

The proceeds of each collection, sale or other disposition under this Section 5.05, including by virtue of the exercise of the license granted to Administrative Agent in Section 5.04(b) hereof, shall be applied in accordance with Section 5.09 hereof.

The Obligors recognize that, by reason of certain prohibitions contained in the Securities Act, and applicable state securities laws, Administrative Agent may be compelled, with respect to any sale of all or any part of the Pledged Securities or Pledged Obligations, to limit purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Obligors acknowledge that any such private sales may be at prices and on terms less favorable to Administrative Agent and the Obligors than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Administrative Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Pledged Securities or Pledged Obligations for the period of time necessary to permit the respective Issuer or issuer thereof to register it for public sale.

Anything herein to the contrary notwithstanding, Administrative Agent, in its sole and absolute discretion, (i) may proceed to make a private sale of the Pledged Securities notwithstanding that a registration statement for the purpose of registering such Pledged Securities or part thereof shall have been filed under such Securities Act, (ii) may approach and negotiate with a single possible purchaser to effect such sale, and (iii) may restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Pledged Securities or part thereof. In the event of any such sale, Administrative Agent shall incur no responsibility or liability to any Obligor for selling all or any part of the Pledged Securities at a price which Administrative Agent may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might be realized if the sale were deferred until the registration thereof.

Each of the Obligors further agrees to use its diligent best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Securities or Pledged Obligations pursuant to this Section 5.05 valid and binding and in compliance with any and all other

applicable Requirements of Law. Each of the Obligors further agrees that a breach of any of the covenants contained in this Section 5.05 will cause irreparable injury to Administrative Agent and the Lenders, that Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.05 shall be specifically enforceable against such Obligor.

5.06. Deficiency. If the proceeds of sale, collection or other realization of or upon the Pledged Collateral pursuant to Section 5.05 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Obligors shall remain liable for any deficiency.

5.07. Removals, Name Change, Etc. Without at least 20 days' prior written notice to Administrative Agent, no Obligor shall (i) maintain any of its books and records with respect to the Pledged Collateral at any office or maintain its principal place of business at any place other than at the address set forth in Schedule 2 hereto, or permit any Inventory or Equipment to be located anywhere, other than at one of the locations identified in Annex 6 hereto or at a location in a jurisdiction in which all steps necessary to perfect the Agent's security interest have been taken or at the premises of a Person processing or storing such Inventory, if such Person has executed Uniform Commercial Code Financing Statements naming such Obligor as secured party (which financing statements are hereby assigned to Administrative Agent) or such Person has executed a supplier subordination agreement satisfactory to the Majority Lenders in form and substance or in transit from one of such locations to another, or (ii) change its corporate name, or the name under which it does business, from the name shown on the signature pages hereto.

5.08. Private Sale. No Creditor shall incur liability as a result of the sale of the Pledged Collateral, or any part thereof, at any private sale pursuant to Section 5.05 hereof conducted in a commercially reasonable manner. Each Obligor hereby waives any claims against any Creditor arising by reason of the fact that the price at which the Pledged Collateral may have been sold at any such private sale held in a commercially reasonable manner was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Administrative Agent accepts the first offer received and does not offer the Pledged Collateral to more than one offeree.

5.09. Application of Proceeds. Except as otherwise herein expressly provided and except as provided below in this Section 5.09, the proceeds of any collection, sale or other realization of all or any part of the Pledged Collateral pursuant hereto, and any other cash at the time held by Administrative Agent under Section 4 hereof or this Section 5, shall be applied by Administrative Agent:

First, to the payment of the costs and expenses of such collection, sale or other realization, including out-of-pocket costs and expenses of Administrative Agent and the fees and expenses of its agents and counsel, and all expenses incurred and advances made by Administrative Agent in connection therewith;

Next, to the payment in full of the Secured Obligations, in each case equally and ratably in accordance with the respective amounts thereof then due and owing or as the Creditors holding the same may otherwise agree; and

Finally, to the payment to the respective Obligor, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 5, "proceeds" of Pledged Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Pledged Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of the Obligor or any issuer of or obligor on any of the Pledged Collateral. Notwithstanding the foregoing, the proceeds of any cash or other amounts held in the "Letter of Credit Liabilities Sub-Account" of the Collateral Account pursuant to Section 4.04 hereof shall be applied first to the Letter of Credit Liabilities outstanding from time to time, and second to the other Secured Obligations in the manner provided above in this Section 5.09.

5.10. Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to Administrative Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default Administrative Agent is hereby appointed the attorney-in-fact of each Obligor for the purpose of carrying out the provisions of this Section 5 and taking any action and executing any instruments that Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, upon and during the continuance of any Event of Default, so long as Administrative Agent shall be entitled under this Section 5 to make collections in respect of the Pledged Collateral, Administrative Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of any Obligor representing any dividend, payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same. Each Obligor agrees, in the absence of willful wrongdoing or gross negligence, that neither Administrative Agent nor any of its agents, designees or attorneys-in-fact will be liable for any acts of commission or omission, or for any error of judgment or mistake of fact or law with respect to the exercise of the power of attorney granted under this Section 5.10.

5.11. Perfection. Prior to or concurrently with the execution and delivery of this Agreement and upon the acquisition or creation of any securities of or interests in any Issuer, LLC or Partnership the securities or interests in which are required to be pledged hereunder, each Obligor shall (i) file such financing statements and other documents in such offices as Administrative Agent may request to perfect the security interests granted by Section 3(a) of this Agreement, (ii) deliver to Administrative Agent all certificates identified in Annex 1A hereto, accompanied by undated stock powers duly executed in blank, and (iii) deliver to Administrative Agent all Pledged Obligations identified on Schedule 1B hereto.

5.12. Termination. When all Secured Obligations shall have been paid in full and the Commitments of the Lenders under the Credit Agreement and all Letter of Credit Liabilities shall have expired or been terminated, this Agreement shall terminate, and Administrative Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Pledged Collateral and money received in respect thereof, to or on the order of the respective Obligor and to be released and canceled all licenses and rights referred to in Section 5.04(b) hereof. Administrative Agent shall also execute and deliver to the respective Obligor upon such termination or upon the sale or other disposition of Property permitted by Section 9.06 of the Credit Agreement such Uniform Commercial Code termination statements, certificates for terminating the Liens on the Motor Vehicles and such other documentation as shall be reasonably requested by the respective Obligor to effect the termination and release of the Liens on the Pledged Collateral.

5.13. Expenses. The Obligor jointly and severally agree to pay to Administrative Agent all out-of-pocket expenses (including reasonable attorney's fees) of, or incident to, the enforcement of any of the provisions of this Section 5, or performance by Administrative Agent of any obligations of the Obligor in respect of the Pledged Collateral which the Obligor have failed or refused to perform, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Pledged Col-

lateral, and for the care of the Pledged Collateral and defending or asserting rights and claims of Administrative Agent in respect thereof, by litigation or otherwise, including expenses of insurance, and all such expenses shall be Secured Obligations to Administrative Agent secured under Section 3 hereof.

5.14. Further Assurances. Each Obligor agrees that, from time to time upon the written request of Administrative Agent, such Obligor will execute and deliver such further documents and do such other acts and things as Administrative Agent may reasonably request in order fully to effect the purposes of this Agreement.

5.15. Irrevocable Authorization and Instruction to Issuers, LLCs and Partnerships. Each of the Obligors hereby authorizes and instructs each Issuer, LLC and Partnership to comply with any instruction received by it from Administrative Agent in writing that (a) states that an Event of Default has occurred and is continuing, and (b) is otherwise in accordance with the terms of this Agreement and any other Credit Document to which it is a party, without any other or further instructions from such Obligor, and such Obligor agrees that each Issuer, LLC and Partnership shall be fully protected in so complying.

5.16. Effect of Sale, etc. (a) Any sale or resales pursuant to the provisions of this Agreement, whether under any right or power granted hereby or thereby or pursuant to any legal proceedings, shall operate to divest each Obligor of all right, title, interest, claim and demand whatsoever either at law or in equity, of, in and to the Pledged Collateral, or any part thereof, so sold, and any Property so sold shall be free and clear of any and all rights of redemption by, through or under such Obligor. At any such sale any Lender may bid for and purchase the Pledged Collateral sold and may make payment therefor as set forth in clause (b) of this Section 5.16, and any such Lender so purchasing any such Pledged Collateral, upon compliance with the terms of sale, may hold, retain and dispose of such Pledged Collateral without further accountability.

(b) The receipt by Administrative Agent, or by any Person authorized under any judicial proceedings to make such sale, of the proceeds of any such sale shall be a sufficient discharge to any purchaser of the Pledged Collateral, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such proceeds, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event that, at any such sale, any Lender is the successful purchaser, it shall be entitled, for the purpose of making settlement or payment, to use and apply such Pledged Collateral to the Secured Obligations by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

Section 6. Miscellaneous.

6.01. No Waiver. No failure on the part of Administrative Agent or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Administrative Agent or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

6.02. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to principles of conflicts of law thereof.

6.03. Notices. All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient at its "Address for Notices" specified pursuant to Section 12.02 of the Credit Agreement and shall be deemed to have been given at the times specified in said Section 12.02.

6.04. Waivers, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each Obligor and Administrative Agent (with the consent of the Lenders as specified in Section 12.04 of the Credit Agreement). Any such amendment or waiver shall be binding upon each Creditor, each holder of any of the Secured Obligations and each Obligor.

6.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Obligor, the Creditors and each holder of any of the Secured Obligations (provided, however, that no Obligor shall assign or transfer its rights or obligations hereunder without the prior written consent of the Lenders).

6.06. Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.07. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.08. Agents. Administrative Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

6.09. Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intentions of the parties hereto as nearly as may be possible, and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

6.10. Administrative Agent Not a Member. Nothing contained in this Agreement shall be construed or interpreted (a) to transfer to Administrative Agent or any Lender any of the obligations of a partner of a Partnership or a member or manager of any LLC, or (b) to constitute Administrative Agent or any Lender a partner of a Partnership or a member or manager of any LLC.

6.11. Restoration of Rights and Remedies. If Administrative Agent shall have instituted any proceeding to enforce any right or remedy under this Agreement and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Administrative Agent, then and in every such case Administrative Agent, the Obligors and the Creditors shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions under this Agreement and under the other Credit Documents, and thereafter all rights and remedies of Administrative Agent shall continue as though no such proceeding had been instituted.

6.12. Cumulative Remedies. No remedy under this Agreement is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and in addition to any and every other remedy given under this Agreement or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment or performance of the Secured Obligations operate to prejudice, waive or affect the security of this Agreement or any rights, powers or remedies under this Agreement, nor shall Administrative Agent or any Creditor be required to look first to, enforce or exhaust any such other or additional security, collateral or guaranties.

6.13. Consent. Each Obligor hereby consents that from time to time, before or after the occurrence or existence of any Event of Default, with or without notice to or assent from such Obligor, any security at any time held by or available to Administrative Agent for any of the Secured Obligations, or any other security at any time held by or available to Administrative Agent for any obligation of any other Person secondarily or otherwise liable for any of the Secured Obligations, may be exchanged, surrendered, or released and any of the Secured Obligations may be changed, altered, renewed, extended, continued, surrendered, compromised, waived or released, in whole or in part, as Administrative Agent or any holder thereof may reasonably see fit, and each Obligor shall remain bound under this Agreement notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, compromise, waiver or release.

6.14. Waivers by Obligors. (a) Except as otherwise provided in this Agreement, THE OBLIGORS HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE OF JUDICIAL HEARING IN CONNECTION WITH ADMINISTRATIVE AGENT'S TAKING POSSESSION OR ADMINISTRATIVE AGENT'S DISPOSITION OF ANY OF THE PLEDGED COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICES AND HEARINGS FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT THE OBLIGORS WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE THEREOF, and, to the full extent permitted by applicable law, each Obligor hereby further waives:

(i) all damages occasioned by such taking of possession except any damages which are the direct result of Administrative Agent's gross negligence, bad faith or willful misconduct;

(ii) all other requirements as to the time, place and terms of sale or other requirements, with respect to the enforcement of Administrative Agent's rights and powers hereunder; and

(iii) all rights of redemption, appraisal, valuation, stay, marshaling of assets, extension or moratorium, existing at law or in equity, by statute or otherwise, now or hereafter in force, in order to prevent or delay the enforcement of this Agreement or the sale or other disposition of the Pledged Collateral or any portion thereof, and each Obligor, for itself and all who may claim under it, insofar as it now or hereafter lawfully may, hereby waives all such rights.

(b) Each Obligor hereby waives notice of acceptance of this Agreement and of extensions of credit under the Credit Documents or under any other agreement, note, document or instrument now or at any time or times hereafter executed by such Obligor and delivered to Administrative Agent or any Creditor. Each Obligor further waives presentment and demand for payment of any of the Secured Obligations, protest and notice of dishonor or default with respect to any of the Secured Obligations, and all other notices to which such Obligor might otherwise be entitled, except as otherwise expressly provided in this Agreement or in the other Credit Documents.

(c) Each Obligor (to the extent that it may lawfully do so) covenants that it will not at any time insist upon or plead, or in any manner claim or take the benefit or advantage of, any stay (except in connection with a pending appeal), valuation, appraisal, redemption or extension law now or at any time hereafter in force that, but for this waiver, might be applicable to any sale made under any judgment, order or decree based on this Agreement or any other Credit Document; and each Obligor (to the extent that it may lawfully do so) hereby expressly waives and relinquishes all benefit and advantage of any and all such laws and hereby covenants that it will not hinder, delay or impede the execution of any power in this Agreement or therein granted

and delegated to Administrative Agent, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

6.15. Additional Collateral. Without notice or consent of any Obligor and without impairment of the security interests and rights created by this Agreement, Administrative Agent may accept from any person or persons additional collateral or other security for the Secured Obligations. Neither the creation of the security interests created hereunder nor the acceptance of any such additional collateral or security shall prevent Administrative Agent from resorting to such additional collateral or security or to the Pledged Collateral, in any order without affecting Administrative Agent's rights hereunder.

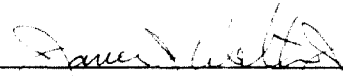
6.16. Obligations Absolute. The liability of each Obligor under this Agreement shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by (a) any change in the time, place or manner of payment of all or any of the Secured Obligations, or in any other term of the Credit Documents, the Notes, any waiver, indulgence, renewal, extension, amendment or modification of or addition, consent or supplement to or deletion from or any other action or inaction under or in respect of the Notes or any other Credit Document or any assignment or transfer thereof; (b) any lack of validity or enforceability, in whole or in part, of the Notes or any other Credit Document; (c) any furnishing of any additional security for the Secured Obligations or any acceptance thereof or any release or non-perfection of any security interest in the Pledged Collateral; (d) any limitation on any party's liability or obligations under the Notes or any other Credit Document; (e) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to an Obligor, or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any such proceeding, whether or not any Obligor shall have notice or knowledge of any of the foregoing; (f) any exchange, release or amendment or waiver of or consent to departure from any agreement pursuant to which a Lien is created in favor of Administrative Agent for the benefit of the Creditors, pursuant to which a person other than any Obligor has granted a security interest; or (g) to the extent permitted by law, any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Obligor.

6.17. Governing Law; Submission to Jurisdiction; Waivers; Etc. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the principles of conflicts of laws thereof. Each Obligor hereby irrevocably and unconditionally: (I) submits for itself and its Property in any Proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Supreme Court of the State of New York sitting in New York County, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof; (II) consents that any such Proceeding may be brought in any such court and waives trial by jury and any objection that it may now or hereafter have to the venue of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (III) agrees that service of process in any such Proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Borrower at its address set forth in Section 12.02 of the Credit Agreement or at such other address of which Administrative Agent shall have been notified pursuant thereto; and (IV) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

[Signature Pages Follow]


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

AMERICAN CELLULAR WIRELESS LLC

By: 
Name: _____
Title: _____

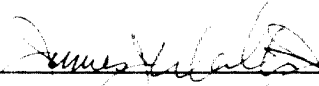
GUARANTORS:

AMERICAN CELLULAR CORPORATION
CONNECTONE COMMUNICATIONS CORPORATION
PCPCS CORPORATION
ICSB CORPORATION
ALTON CELLTELCO CELLULAR CORPORATION
ALEXANDRA CELLULAR CORPORATION
AMRO CELLULAR CORPORATION
BUNYON CELLULAR CORPORATION
CELLULAR INFORMATION SYSTEMS OF LAREDO,
INC.
CENTRAL KENTUCKY CELLULAR CORPORATION
CHILL CELLULAR CORPORATION
CHIPPEWA CELLULAR CORPORATION
DUTCHESS COUNTY CELLULAR TELEPHONE
COMPANY, INC.
DULUTH/SUPERIOR CELLULAR, INC.
EASTERN WIRELESS CELLULAR CORPORATION
FIVE CELLULAR CORPORATION
FOUR CELLULAR CORPORATION
GILRO CELLULAR CORPORATION
JESSICA CELLULAR CORPORATION
KYLE CELLULAR CORPORATION
MARATHON CELLULAR CORPORATION
MINNESOTA SIX CELLULAR CORPORATION
NORTHLAND CELLULAR CORPORATION
ONE CELLULAR CORPORATION
PEBBLES CELLULAR CORPORATION
SEVEN CELLULAR CORPORATION
THREE CELLULAR CORPORATION
VILAS CELLULAR CORPORATION
WAUSAU CELLULAR LICENSE CORPORATION

By: 
Name: _____
Title: _____

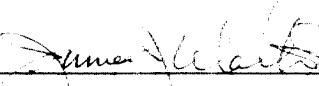
ALTON CELLTELCO PARTNERSHIP

By: Alton CellTelCo Corporation,
a general partner


By: 
Name:
Title:

WAUSAU CELLULAR LIMITED PARTNERSHIP

By: American Cellular Wireless LLC,
the general partner

By: 
Name:
Title:

TORONTO DOMINION (TEXAS), INC.,
as Administrative Agent

By: 

Name:
Title:

NEVA NESBITT
VICE PRESIDENT.

PLEDGED STOCK AND PLEDGED INTERESTS

Pledged Stock

OBLIGOR: PRICECELLULAR CORPORATION

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner</u>	<u>Number of Shares of Common Stock</u>
ConnectOne Communications Corporation	1	PriCellular Corporation	100
ICSB Corporation	1	PriCellular Corporation	100
PCPCS Corporation	1	PriCellular Corporation	100

OBLIGOR: PRICECELLULAR WIRELESS CORPORATION

Alexandra Cellular Corporation	1	PriCellular Wireless Corporation	100
Amro Cellular Corporation	1	PriCellular Wireless Corporation	100
Bunyon Cellular Corporation fka Cellular Information Systems International, Inc.	2	PriCellular Wireless Corporation	10
Cellular Information Systems of Laredo, Inc. fka Murray & Randolph, Inc.	4	PriCellular Wireless Corporation, successor by merger (Cellular Information Systems, Inc.)	1,000

Central Kentucky Cellular Corporation fka Cellular Information Systems of Florence, Inc.	3	PriCellular Wireless Corporation	10
Chill Cellular Corporation	1	PriCellular Wireless Corporation	100
Chippewa Cellular Corporation fka Texas 6 Corporation	3	PriCellular Wireless Corporation	100
Duluth/Superior Cellular, Inc.	5	PriCellular Wireless Corporation	10
Eastern Wireless Cellular Corporation	1	PriCellular Wireless Corporation	100
Five Cellular Corporation	1	PriCellular Wireless Corporation	100
Four Cellular Corporation	1	PriCellular Wireless Corporation	100
Gilro Cellular Corporation	2	PriCellular Wireless Corporation	100
Jessica Cellular Corporation	1	PriCellular Wireless Corporation	100
Marathon Cellular Corporation fka Louisiana 8 Corporation	3	PriCellular Wireless Corporation	100
Minnesota Six Cellular Corporation fka C.I.S. of Pine Bluff, Inc.	4	PriCellular Wireless Corporation	10
Northland Cellular Corporation fka South Dakota 7 Corporation	4	PriCellular Wireless Corporation	100
One Cellular Corporation fka C.I.S. of Burnett, Inc.	5	PriCellular Wireless Corporation	10
Pebbles Cellular Corporation	3	PriCellular Wireless Corporation	100
Seven Cellular Corporation	1	PriCellular Wireless Corporation	100

ANNEX 1A - 2

Three Cellular Corporation	1	PriCellular Wireless Corporation	100
Vilas Cellular Corporation	2	PriCellular Wireless Corporation by merger (Cellular Information Systems, Inc.)	10

OBLIGOR: BUNYON CELLULAR CORPORATION

Alton CellTelCo Cellular Corporation	1	Bunyon Cellular Corporation transferred by General Cellular Corporation via a stock power	1,000
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OBLIGOR: CHILL CELLULAR CORPORATION

Dutchess County Cellular Telephone Company, Inc.	301	Chill Cellular Corporation	11,184.33
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OBLIGOR: ALEXANDRA CELLULAR CORPORATION

Dutchess County Cellular Telephone Company, Inc.	300	Alexandra Cellular Corporation	83,552.35
Dutchess County Cellular Telephone Company, Inc.	302	Alexandra Cellular Corporation	792.06
Dutchess County Cellular Telephone Company, Inc.	304	Alexandra Cellular Corporation	528.04

OBLIGOR: JESSICA CELLULAR CORPORATION

Kyle Cellular Corporation	3	Jessica Cellular Corporation	100
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OBLIGOR: WAUSAU CELLULAR LIMITED PARTNERSHIP

Wausau Cellular License Corporation	1	Wausau Cellular Limited Partnership	1000
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Pledged Interests

OBLIGOR: AMERICAN CELLULAR CORPORATION

American Cellular Wireless LLC	N/A	American Cellular Corporation	N/A
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OBLIGOR: ALTON CELLTELCO CELLULAR CORPORATION

Alton CellTelCo Partnership	N/A	Alton CellTelCo Cellular Corporation	N/A
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OBLIGOR: PRICELLULAR WIRELESS CORPORATION

Wausau Cellular Limited Partnership	N/A	PriCellular Wireless Corporation	N/A
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ANNEX 1B
To
Security Agreement

PLEDGED OBLIGATIONS

With respect to each Obligor:

1. Intercompany Promissory Note dated June 25, 1998 made by those certain Obligor's signatories thereto.

ANNEX 1B -1

ANNEX 2
To
Security Agreement

COPYRIGHTS

None.

ANNEX 2 - 1

LA_DOCS\225180.3

TRADEMARK
REEL: 1760 FRAME: 0259

ANNEX 3
To
Security Agreement

PATENTS

None.

ANNEX 3 - 1

LA_DOCS\225180.3

TRADEMARK
REEL: 1760 FRAME: 0260

ANNEX 5
To
Security Agreement

LICENSE AND OTHER USER AGREEMENTS

1. Each of those certain Cellular Licensing Agreements by and among Cellular One Group and the following Obligor located in the following markets:

Market No.	Market Name	Licensee	State of Incorporation
141A1	Duluth, MN/WI	Duluth/Superior Cellular Inc.	Minnesota
141A1	Orange County, NY	Chill Cellular Corporation	Delaware
151A1	Poughkeepsie, NY	Dutchess County Cellular Telephone, Inc.	Delaware
232A1	Fau Claire, WI	Chippewa Cellular Corporation	Delaware
263A1	Wausau, WI	Wausau Cellular License Corporation	Delaware
305A1	Alton-Granite City, IL	Bunyan Cellular Corporation. d/b/a Alton CelTelCo.	Delaware
446A1	Kentucky 04-Lawrence	Central Kentucky Cellular Corporation f/k/a Cellular Information Systems of Florence, Inc.	Alabama
447A1	Kentucky 05-Barren	Central Kentucky Cellular Corporation f/k/a Cellular Information Systems of Florence, Inc.	Alabama
448A1	Kentucky 06-Madison	Central Kentucky Cellular Corporation f/k/a Cellular Information Systems of Florence, Inc.	Alabama
450A1	Kentucky 08-Mason	Central Kentucky Cellular Corporation f/k/a Cellular Information Systems of Florence, Inc.	Alabama
472A1	Michigan 01-Gogebic	Gilro Cellular Corporation	Delaware
484A1	Minnesota 03-Koochiching	Bunyan Cellular Corporation	Delaware
486A1	Minnesota 05-Wilkin	Bunyan Cellular Corporation	Delaware
487A1	Minnesota 06-Hubbard	Minnesota Six Cellular Corporation	Louisiana
563A1	New York 05-Ostego	Alexandra Cellular Corporation	Delaware
564 A1	New York 06-Columbia	Alexandra Cellular Corporation	Delaware

ANNEX 5 - 1

591A1	Ohio 07-Tascharawas	Seven Cellular Corporation	Delaware
Market No.	Market Name	Licensee	State of Incorporation
620A1	Pennsylvania 09-Greene	Amro Cellular Corporation	Delaware
646A1	Tennessee 04-Hamblen	Kyle Cellular corporation	Delaware
702A1	West Virginia 02-wetzell	Eastern Wireless Cellular Corporation	Delaware
703A1	West Virginia 03-Monongalia	Northland Cellular Corporation	Delaware
708A1	Wisconsin 01-Burnett	One Cellular Corporation f/k/a C.I.S. of Burnett, Inc.	Wisconsin
709A1	Wisconsin 02-Bayfield	Pebbles Cellular Corporation	Delaware
710A1	Wisconsin 03-Vilas	Vilas Cellular Corporation f/k/a C.I.S. of Vilas, Inc.	Wisconsin
711A1	Wisconsin 04-Marinette	Four Cellular Corporation f/k/a Cellular Information Systems of Florence, Inc.	Alabama
712A1	Wisconsin 05-Pierce	Five Cellular Corporation	Delaware
713A2	Wisconsin 06-Trempealeau	Vilas Cellular Corporation	Wisconsin

2. Software License Agreement, dated as of January 1, 1996, by and among H.O. Software, Inc. and PriCellular.
3. User MAS-90 Software License Agreement.
4. TRW License Agreement
5. Software License Agreement by and among Northern Telecom Inc.

ANNEX 5 - 2

EQUIPMENT AND INVENTORY LOCATIONS

1. A. **Store List**

KENTUCKY

1516 N. Dixie Highway
Elizabethtown, KY 42701

124 S. Keeneland Drive
Richmond, KY 40475

Winn Dixie Shopping Plaza
165 East Lincoln Trail
Radcliff, KY 40160

975 Hustonville Road
#19
Danville, KY 40422

Highway 61 Smith Plaza
Hodgenville, KY 42748

1501 K. South Main
London, KY 40741

224 West Park Shopping Center
Lawrenceburg, KY 40342

2835 South Highway 27, Suite 314
Somerset, KY 42501

703 Campbellsville Road, Suite A
Columbia, KY 42728

463 Eastern By-Pass
Richmond, KY 40475

803A West Main Street
Glasgow, KY 42141

666 Maysville Road
Mt. Sterling, KY 40353

228 Cumberland Crossing
Monticello, KY 42633

901 US 68
Woodland Centre
Maysville, KY 41056

MICHIGAN

2172 U.S. 41 West
Marquette, MI 49855

127 South Stephenson
Iron Mountain, MI 49801

Wal-Mart
Marquette, MI 49855

Wal-Mart
Iron Mountain, MI 49801

702 Sheldon Avenue
Houghton, MI 49931

Country Village
810 Carp River Lane #5
Ishpeming, MI 49849

MICHIGAN (Cont'd)

Wal-Mart
Houghton, MI 49931

MINNESOTA

774 East Central Entrance
Duluth, MN 55811-5576

1201 Broadway
Alexandria, MN 56308

3105 East Belt Line Highway
Hibbing, MN 55746

300 W. Main, Suite 4
Perham, MN 56573

3215 Tower Avenue
Superior, MN 55746

315 South Court Street
Fergus Falls, MN 56537

Miller Hill Mall Kiosk
Hwy. 53 at Trinity Road
Duluth, MN 55811

514 West Summit
Detroit Lakes, MN 56501

Thunderbird Mall Store
12th Avenue South & Hwy. 53
Virginia, MN 55792

2110 Excelsior Road North
Baxter, MN 56401

802 Paul Bunyan Drive SW
Bemidji, MN 56601

618 E. First Street
Suite 1
Park Rapids, MN 56470

1271B South Pokegama Avenue
Grand Rapids, MN 55744

106 11th Street N.E.
Little Falls, MN 56345

NEW YORK

170 East Post Road
White Plains, NY 10601

Price Chopper
South Hills Mall
Route 9
Poughkeepsie, NY 12601

804 South Road Square
Poughkeepsie, NY 12601

22 IBM Road, Suite 210
Poughkeepsie, NY 12601

562 Albany Post Road
Hyde Park, NY 12538
NEW YORK (Cont'd)

Wal-Mart
Route 9
Fishkill, NY 12524

Route 299
Eckerd Plaza
236 Main Street
New Paltz, NY 12561

Southside Mall
Route 23
Oneonta, NY 13820

153 E. Main Street
Cobleskill, NY 12043

Chestnut Square
25 Chestnut Street
Cooperstown, NY

OHIO

2415 Maple Avenue
Zanesville, OH 43701

Wal-Mart
2850 Maple Avenue
Zanesville, OH 43701

328 Bluebell Drive
New Philadelphia, OH 44663

Wal-Mart
231 Bluebell Drive
New Philadelphia, OH 44663

630 Ulster Avenue
Kingston, NY 12401

123 Jefferson Street
Monticello, NY 12701

Fairview Plaza
160 Fairview Avenue
Hudson, NY 12534

Hope Plaza
Coxsackie, NY 12051

1104 Union Avenue
Newburgh, NY 12550

1 Galleria Drive
Suite #102
Middletown, NY 10940

1705 South Gate Parkway
Cambridge, OH 43725

Pamida Store
Route 345
New Lexington, OH 43725

380 West Hunter Street
Logan, OH 43138

ANNEX 5 - 6

PENNSYLVANIA

113 West Fayette Street (5 Corners)
Uniontown, PA 15401

Uniontown Mall
West Main Street
Uniontown, PA 15401

Old Gabriel Building
Northpointe Plaza, Ste. 22B
Union Town, PA 15401

Laurel Mall
Connellsville, PA 15401

Hills Department Store
50 A Euclid Avenue
Uniontown, PA 15401

Giant Eagle
Route 51
Uniontown, PA 15401

Wal-Mart
Cherry Tree Square
Uniontown, PA 15401

Greene County Office Equipment
30-32 East High Street
Waynesburg, PA 15370

WEST VIRGINIA

Shouldis Department Store
409 2nd Street
St. Mary's, WV 26170

Sam's Club
Morgantown, WV 26505

1200 North Rte. 2
Suite 125
New Martinsville, WV 26155

Giant Eagle
Morgantown, WV 26505

Harrisville
c/o Ritchie Gazette
200 Main Street
Harrisville, WV

Morgantown Mall
Morgantown, WV 26505

New Pointe Plaza
518 Emily Plaza
Clarksburg, WV

Country Club Road
Fairmount, WV

1111 Van Voorhis Road
Morgantown, WV 26505

The Blake Center
1400 Johnson Avenue
Suite 2A
Bridgeport, WV 26330

Foodland
Green's Plaza
Grafton, WV

Meadowbrook Mall
Bridgeport, WV 26330

ANNEX 5 - 7

WISCONSIN

4650 Rib Mountain Drive
Wausau, WI 54401

(Accounting Department)
2620 Stewart Avenue, Suite 8
Wausau, WI 54401

105 N. First Street
Abbotsford, WI 54405

2912 London Road
Eau Claire, WI 54701

2304 South Main Street
Rice Lake, WI 54868

Wal-Mart
Rice Lake, WI 54868

220 Fourth Avenue West
Ashland, WI 54806

48 W. King Street
Rhinelander, WI 54501

P.O. Box 1034, 302 Oneida Street
Minocqus, WI 54548

P.O. Box 2166
123 South Main Street
Eagle River, WI 54521

1607 Schofield Avenue
Schofield, WI 54476

1607 N. First Street
Abbotsford, WI 54405

1738 Main Street
Marinette, WI

1200 E. Green Bay Street
Shawano, WI 54166

1400 Broadway Street
Menomonie, WI 54751

Wal-Mart
180 Cedar Falls Road
Menomonie, WI 54751

270 Oak Street
2nd Floor
Lawrenceville, GA 30045

11411 NE 124th Street, Suite 120
Kirkland, WA 98033

1155 Connecticut Avenue, NW
Suite 700
Washington, D.C. 20036

B. Cell/MTSO Leased Property

1. Lease Agreement by and among AT&T Communications, Inc. ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in Douglas County, MN (MN176).
2. Lease Agreement by and among Triax Midwest Associates, L.P. d/b/a Triax Cablevision ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in St. Louis County, MN (MN169).
3. Lease Agreement by and among Cloquet Community Hospital Association ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 512 Skyline Boulevard, Cloquet MN (MN177).
4. Tower/Building Lease Agreement by and among RJR Communications/KBJR-TV Channel 6 ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 416 West 10th Street, Duluth, MN 55811 (MN102).
5. Land Lease Agreement by and among RJR Communications/KBJR-TV Channel 6 ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 416 West 10th Street, Duluth, MN 55811 (MN102).
6. Lease Agreement by and among LLR II ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 4418 Haines Road, Duluth, MN 55811 (MN170).
7. Lease Agreement by and among Reed Boy's Trust ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 2D Avenue, Ely, MN (MN178).
8. Lease Agreement by and among St. Louis County Land Commissioner ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in St. Louis County, MN (MN179).
9. Lease Agreement by and among Tower Comms. Inc. ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located on Highway 73, Floodwood, MN (MN159).
10. Lease Agreement by and among William H. Harrison and Judith A. Harrison ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at Martin Road, Duluth, MN 55811 (MN195).

11. Lease Agreement by and among Orr Area Minneonto TV Corp. II ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in St. Louis County, MN (MN103).

12. Lease Agreement by and among Douglas County ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in Douglas County, WI (WI133).

13. Lease Agreement by and among City of Hermantown ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at Hawk Circle Drive, Hermantown, MN (MN171).

14. Lease Agreement by and among Tower Comms, Inc. ("Landlord") and Duluth Superior Cellular ("Tenant") concerning that certain property located at Maple Hill, Hibbing, MN 55744 (MN105)

15. Lease Agreement by and among Triax Midwest Associates, L.P. d/b/a Triax Cablevision ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in St. Louis County, MN (MN164).

16. Lease Agreement by and among Minnesota Power ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at County Road 44 in St. Louis County, MN (MN165).

17. Lease Agreement by and among Fay Grim d/b/a Mississippi Valley Microwave ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in St. Louis County, MN (MN107).

18. Lease Agreement by and among Douglas County ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in Douglas County, MN (MN108).

19. Lease Agreement by and among Miller Hill Manor ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in St. Louis County, MN (MN191).

20. Lease Agreement by and among Richard Lee ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 6389 Tower Road, Fredenberg, MN (MN192).

21. Maintenance Agreement by and among Jeffrey Cooley and James Carlson ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 6389 Tower Road, Fredenberg, MN (MN192).

22. Lease Agreement by and among City of Duluth ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at Woodland Water Tower, Minneapolis Avenue and Mankato Street, Duluth, MN (MN190).
23. Lease Agreement by and among The City of Proctor ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in St. Louis County, MN (MN180).
24. Lease Agreement by and among The City of Cloquet ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 5600 Maple Hill Road, Duluth, MN 55810 (MN194).
25. Lease Agreement by and among Douglas County ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in Douglas County, WI (WI153).
26. Lease Agreement by and among The City of Tower, Inc. ("Landlord") and Duluth Superior Cellular ("Tenant") concerning that certain property located in St. Louis County, MN (MN109).
27. Lease Agreement by and among Tower Comms, Inc. ("Landlord") and Duluth Superior Cellular ("Tenant") concerning that certain property located at Moore Drive, Midway Hill, Virginia, MN 55792 (MN110).
28. Lease Agreement by and among Faith Haven, Inc. ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in St. Louis County, MN (MN196).
29. Lease Agreement by and among Steven W. Fletschock ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located at 7025 Prill Road, Altoona, WI (WI135).
30. Lease Agreement by and among Marcus Cable ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located in Chippewa County, WI (WI101).
31. Lease Agreement by and among Northern Associates of Chippewa Falls ("Landlord") and Chippewa Cellular Corp. ("Tenant") concerning that certain property located at 6 W. Grand Avenue, Chippewa Falls, WI (WI130).
32. Lease Agreement by and among WWIB 103.7/Steward of Sound, Inc. ("Landlord") and Chippewa Cellular Corp. ("Tenant") concerning that certain property located at 204-A Highway 27, Cornell, WI (WI102).

33. Lease Agreement by and among Time Warner Cable ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located in Eau Claire County, WI (WI103).

34. Lease Agreement by and among Graham Riverside Condo Association ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located at 402 Graham Avenue, Eau Claire, WI (WI176).

35. Lease Agreement by and among [Landlord] ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located in WI (WI177)
PROPOSED.

36. Lease Agreement by and among Ken Baars and Pear Baars ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located in Chippewa County, WI (WI178).

37. Lease Agreement by and among Norlight Telecommunications, Inc. ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located at 2061 Big Falls Road, Chippewa Falls, WI 54729 (WI104).

38. Lease Agreement by and among Francis Stoffel and Kathleen Stoffel ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located in Chippewa County, WI (WI179).

39. Lease Agreement by and among USCOC of Wisconsin RSA #6, Inc. ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located in Eau Claire County, WI (WI151).

40. Lease Agreement by and among Martin Hatfield and Elaine Hatfield ("Landlord") and Chippewa Cellular Corporation ("Tenant") concerning that certain property located at 7378 County Highway G, Stanley, WI 54768 (WI154).

41. Lease Agreement by and among Ray Parrish & Sons, Inc. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 291 Spencer Mattingly Lane, Bardstown, KY 40004 (KY101).

42. Lease Agreement by and among Marilyn Pike Clarke and James A. Clarke ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 685 Smith Ridge Road (Kentucky Highway 372), Campbellsville, KY 42718 (KY102).

43. Land Lease Agreement by and among William C. Geoghegan, Jr. and Carol H. Geoghegan ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 2469 Springfield Road, Elizabethtown, KY 42701 (KY103).

ANNEX 5 - 12

44. Easement Lease Agreement by and among Richard Crutcher ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located in Hardin County, KY (KY103).

45. Lease Agreement by and among Ike Smith and Ruby Smith ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 1300 Lick Skillet Road, Lawrenceburg, KY 40342 (KY104).

46. Lease Agreement by and among Walter R. and Nancy D. Milby, Evelyn M. and Morris R. Simmons ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 696 W. Buckner Hill Road, Greensburg, KY 42743 (KY106).

47. Lease Agreement by and among Harold D. Baker and Helen F. Baker ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 840 Cornishville Road (Kentucky Highway 1989), Harrodsburg, KY 40330 (KY107).

48. Lease Agreement by and among Ricky Grimes and Vicky Grimes ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 296 Mt. Sherman-Ward Road, Magnolia, KY 42757 (KY108).

49. Lease Agreement by and among Johnnie Knight and Ann Knight ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 15385 (Rear) South Dixie Highway, Upton, KY 42784 (KY109).

50. Lease Agreement by and among Willis Communications, Inc. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 1010 Industrial Road, Lawrenceburg, KY 40342 (KY110).

51. Lease Agreement by and among William Keith Boswell ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Route 1, Highway 208/Lee Hill Road, Lebanon, KY 40033 (KY111).

52. Lease Agreement by and among William J. Rogers and Della Mae Rogers, Gregory N. Rogers and Gerry D. Rogers ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Thornton Smith Road, Lebanon, KY 40033 (KY162)

53. Lease Agreement by and among Ray Embry ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 2025 Lafollette Road, New Haven, KY 40051 (KY112).

54. Lease Agreement by and among W&B Broadcasting, Inc. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 1301 Stinson Place, Radcliff, KY 40106 (KY113).

55. Lease Agreement by and among Springfield Water and Sewer Commission ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at U.S. Highway 150 West, Springfield, KY 40069 (KY114).

56. Lease Agreement by and among John W. Carrithers and Viola Fike Carrithers ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Overlook Road (KY Highway 2239), Taylorsville, KY 40071 (KY124).

57. Lease Agreement by and among David H. Grey and Catherine Fern Grey ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Meeting Creek Road, East View, KY 42732 (KY154).

58. Lease Agreement by and among City of Albany ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Tower Street, Albany, KY (KY152).

59. Lease Agreement by and among Martin Lewis Huffaker ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Highway 674, Route 3, Monticello, KY 42633 (KY115).

60. Lease Agreement by and among Joyce Stephenson ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Highway 674, Route 3, Monticello, KY 42633 (KY115).

61. Lease Agreement by and among Harlan E. Judd, Jr. and Patsy Judd, Dr. Tyler E. Riggins and Helen E. Riggins ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 901 Jackson Hollow Road, Burkesville, KY 42717 (KY116).

62. Lease Agreement by and among Green River Broadcasting Co. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Route 1, Lane Valley, KY (KY117).

63. Lease Agreement by and among Lucy Bowles Gleason ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 199 Cork Gascon Road, Edmonton, KY 42129 (KY118).

64. Lease Agreement by and among Southern KY Tower, Inc. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Highway 63, 65 Aberdeen Drive, Glasgow, KY 42142 (KY119).

65. Lease Agreement by and among Conley Bottom Resort, Inc. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 108 Boat Storage Road, Monticello, KY 42633 (KY157).

66. Lease Agreement by and among Steven Staples, Jr. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Morris Hill Road, Monticello, KY 42633 (KY120).

67. Lease Agreement by and among Robert J. Miller and Kathryn D. Miller ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 752 Irwin Childress Road, Munfordsville, KY 42785 (KY121).

68. Lease Agreement by and among Norbert C. Hay and Ruth Hay ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Highway 90/Old Cave City-Glasgow Road, Cave City, KY 42127 (KY122).

69. Lease Agreement by and among Paul Lawhorn and Ruby Lawhorn ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Tucker Avenue, Russell Springs, KY 42642 (KY123).

70. Lease Agreement by and among Joe Mackey Glass and Rachel W. Glass ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 3151 Edmonton Road, Tompkinville, KY 42167 (KY125).

71. Lease Agreement by and among Marguerite Gilreath Ballard Kennedy and Claude A. Kennedy ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Kentucky 1651 at Kentucky 2273 (Hwy Garage Rd.), Whitley City, KY 42653 (KY126)

72. Lease Agreement by and among Leo Grogan and Andrea Grogan ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 1099 Sunnyside Church Road, Somerset, KY 42503 (KY127).

73. Lease Agreement by and among Mark Catron ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 850 S Dogwood Drive, Berea, KY 40403 (KY128)

74. Lease Agreement by and among John W. Garner and Bernice Garner, Thomas M. Garner and Sally Garner ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Firetower Road (Highway 80), Somerset, KY 42501 (KY129).

75. Lease Agreement by and among Falcon Cable Television ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Ceder Grove off of Highway 27/Highway 90, Somerset, KY 42501 (KY130).

ANNEX 5 - 15

76. Lease Agreement by and among Kentucky Authority for Education Television ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 4060 Igo Road, Madison County, Kentucky (KY131).

77. Lease Agreement by and among William B. Carey and Marcelyn V. Carey ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Persimmon Knob Road, Junction City, KY 40440 (KY132).

78. Lease Agreement by and among H. Joyce Buis Revocable Living Trust ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Ellison Pulaski County Line Road, Eubank, KY 42567 (KY159).

79. Lease Agreement by and among Ella Mae Holtzclaw ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Robinson Pike, Stanford, KY 40484 (KY133).

80. Lease Agreement by and among Buford Parkerson and Nancy Parkerson ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Route 3, Box 80, KY 1505 and Mt. Zion Road, Brodhead, KY 40409 (KY134).

81. Lease Agreement by and among The Estate of Herman Roy Smith ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Smith Road, Liberty, KY 42539 (KY135).

82. Lease Agreement by and among George Humfleet and Mildred Humfleet ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at North Laurel Road/Highway 25, London, KY 40741 (KY136).

83. Lease Agreement by and among James Caperton Burnam ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Big Hill Avenue (US 25), Richmond, KY 40475 (KY137).

84. Lease Agreement by and among Kentucky Utilities Company ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located in KY (KY161). **PROPOSED.**

85. Lease Agreement by and among Bluegrass Village Partners, a/k/a Tom C. and Darlene Harper and Hugh and Merilee Gabbard ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 124 S. Keeneland Drive, Richmond, KY 40475 (KY138).

86. Lease Agreement by and among Norman Pierce, Charlene Pierce and Roger Pierce ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Burnetta Road, Faubush, KY 42544 (KY158).

87. Lease Agreement by and among George Pridemore and Catherine Pridemore ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Chestnut Ridge Road, Route 5, Box 448, Livingston, KY 40445 (KY139).

88. Lease Agreement by and among Falcon Classic Cable Income Properties, L.P. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located in Pulaski County, KY (KY160) **PROPOSED**.

89. Lease Agreement by and among Bill Brock ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 1652 North Highway 1223, Corbin, KY 40701 (KY140).

90. Lease Agreement by and among Jeffrey T. Howard and Beverly L. Howard ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 685 Stoney Creek Road, Carlisle, KY 40311 (KY141).

91. Lease Agreement by and among Carl Cassity, Joan Cassity and Hobert Cassity ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Dogwood Lane, Salt Lick, KY 40371 (KY153).

92. Lease Agreement by and among James Allen McKee ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Route 2, Box 76M, Goddard-Pea Ridge Road, Wallingford, KY 41093 (KY142).

93. Lease Agreement by and among Billie J. Eitel & Erman G. Eitel ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Balcony Hill Road, Aberdeen, OH 45101 (KY144).

94. Lease Agreement by and among J. Russell Perry and Ruth Perry ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located Off of 977, Morehead, KY 40351 (KY145).

95. Lease Agreement by and among Morehead State University, Attn: Mr. Porter Dailey ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Cartmell Hall, Vaughn Dr. and University Blvd., Morehead State University, Morehead, KY (KY156).

96. Lease Agreement by and among Donnie Long and Carlotta Long ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at 2122 Levee, Mt. Sterling, KY 40353 (KY147).

97. Lease Agreement by and among Richard L. Plessinger, Sr. ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Road 2370/NW "AA" Highway, Augusta, KY 41002 (KY148).

ANNEX 5 - 17

98. Lease Agreement by and among Earl W. Miller and Marjorie P. Miller and Paula Miller Wyatt ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Miller's Scenic View Drive, Owingsville, KY 40350 (KY149).

99. Lease Agreement by and among Emery Shaw ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Shaw Hollow Road, Tollesboro, KY 41189 (KY150).

100. Lease Agreement by and among Thomas Stafford, James Silvey and Joyce Silvey ("Landlord") and Central Kentucky Cellular Corporation ("Tenant") concerning that certain property located at Route 1, Box 281C, Alum Rock Ridge Road, Vanceburg, KY 41179 (KY151).

101. Lease Agreement by and among Range Telecommunications Corporation ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located in Marquette County, MI (MI131).

102. Lease Agreement by and among Northern Michigan University, Attn: Earl Littich ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located at County Road FFB, Marquette County, MI (MI102).

103. Lease Agreement by and among Bresnan Communications Company ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located at M-95, Sagola, MI (MI113).

104. Lease Agreement by and among Gerald Vairus and Virginia Vairus ("Landlord") and Gilro Cellular Corporation ("Tenant") concerning that certain property located at Siitonen Farm Road, Allouez, MI (MI140).

105. Lease Agreement by and among Range Telecommunications Corporation ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located in Menominee County, MI (MI132).

106. Lease Agreement by and among Range Telecommunications Corporation ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located in Baraga County, MI (MI112).

107. Lease Agreement by and among Range Corporation of Marquette, MI ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located in Dodgeville, MI, in Keweenaw County (MI103).

108. Lease Agreement by and among American Microwave & Communications, Inc. ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located in Dickson County, MI (MI104).

ANNEX 5 - 18

109. Lease Agreement by and among B&G Tower (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located in Iron County, MI (MI105).

110. Lease Agreement by and among Range Telecommunications Corporation (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located in Bessemer, MI, in Gogebic County, MI (MI110).

111. Lease Agreement by and among American Microwave & Communications, Inc. (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located in Marquette County, MI (MI106).

112. Building Lease Agreement by and among County of Keweenaw (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located at Building 154, Calumet Air Force Station, Lake Gratiot, MI (MI137).

113. Tower Lease Agreement by and among National Park Service (“Landlord”) and Gilro Cellular Corporation (“Tenant”) concerning that certain property located at Building 154, Calumet Air Force Station, Lake Gratiot, MI (MI137).

114. Lease Agreement by and among Team Landmark, Inc. (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located at 214 North Front Street, Marquette, MI 49855 (MI136).

115. Lease Agreement by and among Range Corporation of Marquette, MI (“Landlord”) and Gilro Cellular Corporation (“Tenant”) concerning that certain property located in MI (MI___). [Lathrop]

116. Lease Agreement by and among Town of Marenisco (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located in Gogebic County, MI (MI138).

117. Lease Agreement by and among Gospel Opportunities, Inc. (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located at 602 County Road 553, Marquette, MI 49855 (MI107)

118. Lease Agreement by and among Peter E. O’Dovero (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located at Midway Industrial Park Drive, Negaunee, MI (MI141)

119. Lease Agreement by and among Range Telecommunications Corporation (“Landlord”) and Gilro Cellular Corp. (“Tenant”) concerning that certain property located in Ontonagon County, MI (MI111).

120. Lease Agreement by and among Forsyth Township ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located at County Road EJ, Forsyth, MI (MI139).

121. Lease Agreement by and among American Microwave & Communications, Inc. ("Landlord") and Gilro Cellular Corp. ("Tenant") concerning that certain property located in Menominee County, MI (MI109).

122. Lease Agreement by and among Northern MN Investment Prop. ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located in Beltrami County, MN (MN111).

123. Lease Agreement by and among Northern Minnesota Public Television, Inc. ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located in Beltrami County, MN (MN149).

124. Lease Agreement by and among Communications Development LTD ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 1435 County Road, Itasca County, MN (MN112).

125. Lease Agreement by and among Tower Comms. Inc. ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 1271B South Pokegma Ave., Grand Rapids, MN 55744 (MN156).

126. Lease Agreement by and among Boise Cascade Corp. ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 1618 Highway 53, International Falls, MN 56649 (MN142).

127. Lease Agreement by and among County of Itasca, Attn: Bob Zuehike ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at County Road 48, Marcell, MN (MN150).

128. Lease Agreement by and among North Itasca Electric Cooperative ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at State Road 4, Max, MN (MN151).

129. Lease Agreement by and among [Landlord] ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located in Itasca County, MN (MN197). **PROPOSED.**

130. Lease Agreement by and among City of Two Harbors ("Landlord") and Duluth/Superior Cellular, Inc. ("Tenant") concerning that certain property located at 16th Avenue & 6th Street, Two Harbors, MN (MN158).

131. Lease Agreement by and among CBS Inc./KCCO-TV ("Landlord") and Bunyan Cellular Corporation, ("Tenant") concerning that certain property located at 720 Hawthorne Street, Alexandria, MN (MN187).

132. Lease Agreement by and among Dome Pipeline Corporation ("Landlord") and Bunyan Cellular Corporation, ("Tenant") concerning that certain property located at MN Trunk Highway 12, Benson, MN (MN157).

133. Lease Agreement by and among Joseph John DeVaan and Raymond Mitness ("Landlord") and Bunyan Cellular Corporation ("Tenant") concerning that certain property located in Swift County, MN (MN___).

134. Lease Agreement by and among KGMB-FM Radio ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located at Rural Route 1, Breckenridge, MN (MN146).

135. Lease Agreement by and among James A. Bortnem and Sharon G. Bortnem ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located at 514 Summit Avenue, Detroit Lakes, MN 56501 (MN114).

136. Lease Agreement by and among Selmar Halvorson ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located in Otter Tail County, MN (MN147).

137. Lease Agreement by and among Vera Grove ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located in Douglas County, MN (MN115).

138. Lease Agreement by and among James A. Bortnem and Sharon G. Bortnem ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located at Route 2, Box 291-B, Fergus Falls, MN 56401 (MN116).

139. Lease Agreement by and among Otter Tail Power Company ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located at 226 E. Washington, Fergus Falls, MN 56538 (MN188).

140. Lease Agreement by and among Starbuck Area Development Corp. ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located at in Pope County, MN (MN117).

141. Lease Agreement by and among City of Lake Park ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located at 3027 3rd Street, Lake Park, MN 56554 (MN181).

142. Lease Agreement by and among KXDL FM Radio, d/b/a Prairie Broadcasting Co. ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located at Rural Route 4, Box 175, Long Prairie, MN (MN118).

143. Lease Agreement by and among Federated Telephone Cooperative ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located in Stevens County, MN (MN119).

144. Lease Agreement by and among Spectrum Cablevision, L.P. ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located in Otter Tail County, MN (MN121).

145. Lease Agreement by and among Burlington Northern Railroad Co. ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located in Otter Tail County, MN (MN120).

146. Lease Agreement by and among Result Radio, Inc. ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located at County Road 21, Otter County, MN (MN186).

147. Lease Agreement by and among Hubbard Broadcasting, Inc. ("Landlord") and Bunyan Cellular Corp. ("Tenant") concerning that certain property located in Wadena County, MN (MN122).

148. Lease Agreement by and among Steven M. Quisberg and Ruth E. Quisberg ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located at 2110 Excelsior Road North, Baxter, MN 56401 (MN166).

149. Lease Agreement by and among Midwest Cable Company ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in Cass County, MN (MN125).

150. Tower Lease Agreement by and among Hubbard Broadcasting, Inc. ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located at 2801 Oak Ridge Road, SE, Brainerd, MN 56401 (MN126).

151. Land Lease Agreement by and among Loren Thiesse and Debra Thiesse ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located at 2801 Oak Ridge Road, SE, Brainerd, MN 56401 (MN126).

152. Lease Agreement by and among Lakes Broadcasting Group, Inc. ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in Crow Wing County, MN (MN127).

153. Lease Agreement by and among Communications Investments, Inc. ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in Crow Wing County, MN (MN182).

154. Lease Agreement by and among Pine County Sheriffs Department ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in Pine County, MN (MN129).

155. Lease Agreement by and among [Landlord] ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in MN (MN198)
PROPOSED.

156. Lease Agreement by and among Kenneth Wayne Packer and Gwenith Ann Packer ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located at 109 268th Street, Fort Ripley, MN 56449 (MN202).

157. Lease Agreement by and among United Power Association ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in Aitkin County, MN (MN130).

158. Lease Agreement by and among Northern Minnesota Public Television, Inc. ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in Cass County, MN (MN163).

159. Lease Agreement by and among Westinghouse, Inc. ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in Cass County, MN (MN162).

160. Lease Agreement by and among [Landlord] ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in MN (MN200).
PROPOSED.

161. Lease Agreement by and among Norlight Telecommunications, Inc. ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located at Route 1, Box 2132, Hinckley, MN 55037 (MN131).

162. Lease Agreement by and among George Peterson ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located at County Highway 115, Straight River, MN (MN183).

163. Lease Agreement by and among KLLZ Radio ("Landlord") and Minnesota Six Cellular Corporation ("Tenant") concerning that certain property located in Hubbard County, MN (MN132).

164. Lease Agreement by and among Elsie Nordstrand (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located at Township Road No. 30, Spalding, MN (MN133).

165. Lease Agreement by and among Duane Hanke and Martha Hanke (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located at County Road 57, Lawler, MN (MN134).

166. Lease Agreement by and among [Landlord] (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located MN (MN199).
PROPOSED.

167. Lease Agreement by and among Dean W. Nelson (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located at 1725 Old Highway 23N, Ogilvie, MN 56438 (MN203).

168. Lease Agreement by and among Peggy A. Wahlstrom (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located in Kanabec County, MN (MN203).

169. Lease Agreement by and among Francis Zetah and Mary Ann Zetah (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located at 35087 Highway 10, Motley, MN 56466 (MN193).

170. Lease Agreement by and among Rural Cellular Corporation (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located in Todd County, MN (MN193).

171. Lease Agreement by and among Kanabec County (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located in Kanabec County, MN (MN136)

172. Lease Agreement by and among Roger’s Two-Way Radio (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located in Hubbard County, MN (MN144)

173. Lease Agreement by and among US Sitelease, Inc. (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located in Pine County, MN (MN184).

174. Lease Agreement by and among Rock’n D Corporation (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located in Cass County, MN (MN138).

175. Lease Agreement by and among James Jedlicki and Darlene Jedlicki (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located at MN Trunk Highway 200. Shovel Lake, MN (MN185).

176. Lease Agreement by and among David Peterson (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located at 6403 Turtle Road, Findley, MN 55735 (MN139).

177. Lease Agreement by and among American Television & Communications Corp. (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located in Cass County, MN (MN140)

178. Lease Agreement by and among Leech Lake TV Corp. (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located in Cass County, MN (MN141).

179. Lease Agreement by and among David R. Douglas and Leslie L. Douglas (“Landlord”) and Minnesota Six Cellular Corporation (“Tenant”) concerning that certain property located at Douglas Road, Carlton, MN 55718 (MN128).

180. Lease Agreement by and among [Landlord] (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located in NY (NY189).
PROPOSED.

181. Lease Agreement by and among [Landlord] (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located in Ulster County, NY (NY187). **PROPOSED.**

182. Lease Agreement by and among [Landlord] (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located in NY (NY186).
PROPOSED.

183. Lease Agreement by and among [Landlord] (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located in NY (NY188).
PROPOSED.

184. Lease Agreement by and among Christopher T. Zaba (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located at Mickle Hollow Road, Warneville, NY (NY160).

185. Lease Agreement by and among Tri-County Communications, Inc. (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located at Box 107 and 108 White Hill Road. Oneonta, NY 13820 (NY108).

186. Lease Agreement by and among Otsego County Attorney ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Cornish Hill Complex, Cooperstown, NY 13326 (NY114).

187. Lease Agreement by and among Tri-County Communications, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Federal Hill Road, Delhi, NY 13753 (NY116).

188. Lease Agreement by and among John W. Stevens and Rosamond M. Stevens ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at McCaab Hollow Road, Deposit, NY 13754 (NY149).

189. Tower/Land Lease Agreement by and among Cellco Partnership ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at 27 Fifield Avenue, Hancock, NY 13783 (NY151).

190. Easement Agreement by and among Edith W. Mackin ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at t 27 Fifield Avenue, Hancock, NY 13783 (NY151).

191. Lease Agreement by and among Tri-County Communications, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Dog Hill Road, Maryland, NY 12116 (NY109).

192. Lease Agreement by and among Schoharie County ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Oak Hill Road, Schoharie, NY 12157 (NY111).

193. Lease Agreement by and among Susquehanna Valley Baptist Church ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Route 28, Oneonta, NY 13820 (NY153).

194. Easement Agreement by and among John M. McCoy ("Landlord") and Alexandra Cellular Corporation ("Tenant") concerning that certain property located at Route 28, Oneonta, NY 13820 (NY153).

195. Lease Agreement by and among Tri-County Communications, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Pine Hill Road, Sidney, NY 13838 (NY115).

196. Lease Agreement by and among Village of Stamford ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Mount Utsayantha, Stamford, NY 12167 (NY117).

197. Lease Agreement by and among Leon Killian ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Bear Spring Mountain, Walton, NY 13856 (NY119).

198. Lease Agreement by and among James K. Olsen ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Star Route Box 5, Lutheranville Road, East Worchester, NY 12064 (NY110).

199. Lease Agreement by and among Leon Killian ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Belleayr Mountain-Kelly Road, Shandaken, NY 12480 (NY120).

200. Lease Agreement by and among Five States Tower Company ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Reservoir Road, Lloyd, NY 12528 (NY103).

201. Lease Agreement by and among Gladys Wicks ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at City Hall Road, Kerhonksen, NY 12446 (NY164).

202. Lease Agreement by and among North Front Street Realty ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at 108 North Front Street, Kingston, NY 12401 (NY136).

203. Lease Agreement by and among Straus Broadcasting, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Highpoint Mountain, Ellenville, NY 12428 (NY112).

204. Lease Agreement by and among Leon Killian ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Knack Road, Callicoon, NY 12723 (NY118).

205. Lease Agreement by and among Leon Killian ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Farkill Tower-Rahvona Hill Road, Liberty, NY 12754 (NY107).

206. Lease Agreement by and among Charles Irace and Mildred Irace ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Little Ireland Cross Road, Livingston Manor, NY 12758 (NY106).

207. Lease Agreement by and among Reynolds Communications, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Hillcrest Avenue, Monticello, NY 12701 (NY105).

208. Lease Agreement by and among AT&T Communications, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Haple Hill Road, Rosendale, NY 12472 (NY154).

209. Lease Agreement by and among Cablevision Industries, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Mt. Airy Road - Route 32, Saugerties, NY 12477 (NY101).

210. Lease Agreement by and among Historic Hudson Valley Radio, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Snake Hill Summit, Port Ewen, NY 12466 (NY113).

211. Lease Agreement by and among Cablevision Industries ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Fire Tower Road, Bloomingburgh, NY 12721 (NY104).

212. Lease Agreement by and among Arthur S. Hammell and Willis U. Hammell ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Caddy Road, Chatham, NY 12037 (NY123).

213. Lease Agreement by and among Sprint Spectrum L.P. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Route 9W, New Baltimore, NY 12124 (NY161).

214. Tower/Building Lease Agreement by and among AT&T Communications, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Overlook Road, 1 Dr. Tow, Hillsdale, NY 12529 (NY163).

215. Lease Agreement by and among [Landlord] ("Landlord") and Alexandra Cellular Corporation ("Tenant") concerning that certain property located in Columbia County, NY (NY190) **PROPOSED**.

216. Tower/Land Lease Agreement by and among Far West, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Hunter Bowl, Hunter, NY 12442 (NY121).

217. Tower/Building Lease Agreement by and among AT&T Communications, Inc. ("Landlord") and Alexandra Cellular Corp. ("Tenant") concerning that certain property located at Ficher Road, Kinderhook, NY 12106 (NY124).

218. Lease Agreement by and among [Landlord] ("Landlord") and [Tenant] ("Tenant") concerning that certain property located in NY (NY175). **PROPOSED**.

219. Land Lease Agreement by and among Romy Jaworski (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located at Sopak Road, Elizaville, NY 12523 (NY125).

220. Land Lease Agreement by and among Hans D. Schmidt & Diane M. Schmidt (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located at Easy Street Road, Catskill, NY 12414 (NY122).

221. Easement Agreement by and among Easy Street Road Maintenance Association (“Landlord”) and Alexandra Cellular Corp. (“Tenant”) concerning that certain property located at Easy Street Road, Catskill, NY 12414 (NY122).

222. Land Lease Agreement by and among Jerry K. Kohl (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located in Tuscarwas County, OH (OH138).

223. Land Lease Agreement by and among Daniel B. Boyd & Nancy D. Boyd (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located at 44955 County Road 60, Caldwell, OH 43724 (OH106).

224. Lease Agreement by and among [Landlord] (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located in Guemsey County, OH (OH140). **PROPOSED**

225. Land Lease Agreement by and among Robert T. McBride (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located at Township Road 401, Cass Township, OH (OH125).

226. Land Lease Agreement by and among City of Logan (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located at 1030 North Market Street, Logan, OH 43138 (OH111).

227. Land Lease Agreement by and among James H. Brandon & Juanita Brandon (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located at Post Boy Road (County Road 3), New Comerstown, OH 43822 (OH103).

228. Land Lease Agreement by and among Perry County Commissioners (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located at 3150 Panther Drive, New Lexington, OH 43764 (OH115).

229. Land Lease Agreement by and among Eldon J.L. Lahmers & Mary Lou Lahmers (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located at 2250 Red Hill Road, Dover, OH 44663 (OH104).

230. Land Lease Agreement by and among Betty Lanzer (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located in Tuscarawas County, OH (OH139).

231. Land Lease Agreement by and among Carl E. Jackson & Wilene E. Jackson (“Landlord”) and Seven Cellular Corp. (“Tenant”) concerning that certain property located at Summit Township Road 1030, Lewisville, OH 43754 (OH109).

232. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY183). **PROPOSED**

233. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY158). **PROPOSED**

234. Land Lease Agreement by and among County of Orange (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Cronomer Hill Park, Newburgh, NY 12550 (NY139).

235. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY180). **PROPOSED**

236. Option Lease Agreement by and among Raymond Ruskiewicz and Hanne Ruskiewicz (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located at Liberty Comers Road, Warwick, NY (NY182).

237. Option Lease Agreement by and among Peter Canevari (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located at Arcadia Road & Wedgewood Drive, Goshen, NY 10924 (NY171).

238. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY173). **PROPOSED**

239. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located at Orange County, NY (NY176). **PROPOSED**

240. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY179). **PROPOSED**

241. Rooftop Lease Agreement by and among Horton Medical Center (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located at 60 Prospect Avenue, Middletown, NY 10940 (NY143).

242. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY184). **PROPOSED**

243. Land Lease Agreement by and among Star Newco Incorporated (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY177)

244. Land Lease Agreement by and among David R. Hosking, Jr. (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located at Route 1, Guymard Turnpike, Otisville, NY 10963 (NY146).

245. Land Lease Agreement by and among Tri-Com LMR (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located at 45 Oakwood Trail South, Blooming Grove, NY 10914 (NY141).

246. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY172). **PROPOSED**

247. Tower Lease Agreement by and among New York State Thruway Authority (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located at Plattekill Service Plaza, Heinsman Land, Newburgh, NY 12550 (NY140).

248. Tower/Land Lease Agreement by and among Berthiaume’s Neversink Lumber Company, Inc. (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY178).

249. Tower/Building Lease Agreement by and among St. Luke’s Hospital (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located at 70 Dubois Street, St. Luke’s Hospital, Newburgh, NY 12550 (NY145).

250. Lease Agreement by and among [Landlord] (“Landlord”) and [Chill Cellular Corporation] (“Tenant”) concerning that certain property located in NY (NY181).

251. Lease Agreement by and among [Landlord] (“Landlord”) and Chill Cellular Corporation (“Tenant”) concerning that certain property located in Orange County, NY (NY191). **PROPOSED**

252. Lease Agreement by and among [Landlord] ("Landlord") and Chill Cellular Corporation ("Tenant") concerning that certain property located in Orange County, NY (NY169). **PROPOSED**

253. Lease Agreement by and among [Landlord] ("Landlord") and AmRo Cellular Corp. ("Tenant") concerning that certain property located in PA (PA111). **PROPOSED**

254. Land Lease Agreement by and among George E. Wettgen & Caroline May Wettgen ("Landlord") and AmRo Cellular Corp. ("Tenant") concerning that certain property located in Fayette, PA (PA102).

255. Land Lease Agreement by and among Paul Yankulic & Angela Yankulic ("Landlord") and AmRo Cellular Corp. ("Tenant") concerning that certain property located at Five Forks Road, Wharton Township, PA (PA104).

256. Land Lease Agreement by and among Walter S. Wahula & Mary E. Wahula ("Landlord") and AmRo Cellular Corp. ("Tenant") concerning that certain property located at Wahula Road, Nemaquin, PA (PA105).

257. Land Lease Agreement by and among Graydon May & Norma May ("Landlord") and AmRo Cellular Corp. ("Tenant") concerning that certain property located at Route T-858 (Turkeytrot Road), Mill Run, PA (PA103).

258. Tower Building Lease Agreement by and among Crown Communications, Inc. ("Landlord") and AmRo Cellular Corporation ("Tenant") concerning that certain property located at Township Road, RD #2, Perryopolis, PA (PA109).

259. Land Lease Agreement by and among Leo Kaputa & Katherine Kaputa ("Landlord") and AmRo Cellular Corporation ("Tenant") concerning that certain property located in Fayette County, PA (PA110).

260. Land Lease Agreement by and among Concord Corporation ("Landlord") and AmRo Cellular Corporation ("Tenant") concerning that certain property located at State Road 2002, Dunkard Township, PA (PA108).

261. Land Lease Agreement by and among Helicon Cablevision ("Landlord") and AmRo Cellular Corp. ("Tenant") concerning that certain property located at 614 Old Pittsburg Road, Uniontown, PA 15401 (PA101).

262. Land Lease Agreement by and among Belita Thomas ("Landlord") and AmRo Cellular Corp. ("Tenant") concerning that certain property located at U.S. Route 19, Whitely Township, PA (PA106).

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concerning that certain property located at Hammond Hill Road, Millbrook, NY 12545 (NY134).

266. Lease Agreement by and among John T. Mackey & Charles W. Mackey ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located in Dutchess County, NY (NY159).

267. Lease Agreement by and among East Mountain Communications, Inc. ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at East Mountain Road, Dover, NY 12522 (NY152).

268. Lease Agreement by and among Harrister Associates II, L.P. ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at 4 Jefferson Plaza, 4 Jefferson Street, Suite 1006, Poughkeepsie, NY (NY129).

269. Lease Agreement by and among C...

263. Lease Agreement by and among [Landlord] ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located in Dutchess County, NY (NY157).

264. Rooftop Lease Agreement by and among Richard Barger ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at 139 Rombout Avenue, Beacon, NY 12508 (NY133).

265. Tower/Land Lease Agreement by and among New York Communications Company, Inc. ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at Hammond Hill Road, Millbrook, NY 12545 (NY134).

266. Lease Agreement by and among John T. Mackey & Charles W. Mackey ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located in Dutchess County, NY (NY159).

267. Lease Agreement by and among East Mountain Communications, Inc. ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at East Mountain Road, Dover, NY 12522 (NY152).

268. Lease Agreement by and among Harrister Associates II, L.P. ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at 4 Jefferson Plaza, 4 Jefferson St., Suite 200, Poughkeepsie, NY (NY129).

269. Lease Agreement by and among Communications Concepts of New York ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at Carey Road, Fishkill, NY 12524 (NY127).

270. Lease Agreement by and among Hyde Park Fire & Water Dist. ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at St. Andrews Road, Hyde Park, NY 12538 (NY138).

271. Lease Agreement by and among H.G.P. Realty Corporation ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at Manchester Bridge, Route 55, Poughkeepsie, NY 12601 (NY126).

272. Lease Agreement by and among William J. Clarke, Martin C. Clarke & Alice Benson, nee Alice Clarke ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at Academy Road & Salisburg Road, Rocky City, NY 12571 (NY128).

273. Lease Agreement by and among Tri-Valley Broadcasting Corporation ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at Harmony Hill, Pawling, NY 12564 (NY137).

274. Lease Agreement by and among Archdiocese of New York, Department of Education ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at Morton Road, Rhinebeck, NY 12572 (NY130).

275. Lease Agreement by and among Carl Grabala ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located at Intersection of Smithfield & Perotti, Smithfield, NY 13778 (NY131).

276. Lease Agreement by and among [Landlord] ("Landlord") and Dutchess County Cellular Telephone Company, Inc. ("Tenant") concerning that certain property located in Dutchess County, NY (NY185) **PROPOSED**.

277. Lease Agreement by and among Brandee K. Bishop Hannah & Joseph A. Hannah ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located in Grainger County, TN (TN119).

278. Lease Agreement by and among AT&T Communications, Inc. ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 3106 Green Top Road, Sevierville, TN 37862 (TN111).

279. Lease Agreement by and among Joseph David Johnson ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 1440 Chuckey Pike, Chuckey, TN 37641 (TN110).

280. Lease Agreement by and among Marshall S. Scarce, Jr. & Shirley Jean Scarce ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at Highway 25 East, Thom Hill, TN (TN120).

281. Lease Agreement by and among T.R. Enterprises, Inc. ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 1217 Deep Springs Road, Dandridge, TN 37725 (TN114).

282. Lease Agreement by and among Loy R. McGill ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 3205 Engle Town Road, Pigeon Forge, TN 37863 (TN118).

283. Lease Agreement by and among City of Gatlinburg ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 573 Greystone Heights Road, Gatlinburg, TN 37738 (TN107).

284. Lease Agreement by and among Bell South Personal Communications, Inc. ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 1059 Zirkle Road, Dandridge, TN 37725 (TN116).

285. Lease Agreement by and among Estate of Minnie King, Helen Barger, Marlyn Jenkins, Geraldine King & John B. King ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 1213 Brittontown Road, Afton, TN 37616 (TN103).

286. Lease Agreement by and among MobileMedia Communications, Inc. ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 2236 LaConte Drive, Morristown, TN 37814 (TN104).

287. Lease Agreement by and among Jeffrey Lee Blanken ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 1199 Shannons Little Mtn. Rd., Morristown, TN 37814 (TN101).

288. Easement Agreement by and among Peter Bryan ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 1199 Shannons Little Mtn. Rd., Morristown, TN 37814 (TN101).

289. Lease Agreement by and among Lucille Robinette, Elmer, Dean, John & Jerry Robinette ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at Loblolly Drive, Mosheim, TN (TN115).

290. Lease Agreement by and among Newport Utilities Board ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 856 Cedar Street, Newport, TN 37821 (TN108).

291. Lease Agreement by and among Irene Marsh ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at Poor Valley Road, Rutledge, TN 37861 (TN117).

292. Lease Agreement by and among Harrell V. Blevins & Delphene Blevins ("Landlord") and Kyle Cellular Corporation ("Tenant") concerning that certain property located at 5037 Buel Chapel Road, Morristown, TN 37813 (TN106).

293. Lease Agreement by and among Charlotte K. Stekierzynski ("Landlord") and Wausau Cellular License Corporation ("Tenant") concerning that certain property located at Page Road, Reid, WI (WI105).

294. Lease Agreement by and among John David Parker & Cynthia M. Parker ("Landlord") and Wausau Cellular License Corporation ("Tenant") concerning that certain property located in Marathon County, WI (WI189).

295. Lease Agreement by and among Wausau Cellular Telephone Company L.P. ("Landlord") and Wausau Cellular License Corporation ("Tenant") concerning that certain property located in Norrie, WI (WI155).

296. Lease Agreement by and among The Village of Marathon City (“Landlord”) and Wausau Cellular License Corporation (“Tenant”) concerning that certain property located at State Trunk Highway 107, Marathon, WI (WI156).
297. Lease Agreement by and among William J. Creske & Charlene A. Creske (“Landlord”) and Wausau Cellular License Corporation (“Tenant”) concerning that certain property located at 1159 W. State Road 153, Mosinee, WI 54455 (WI106).
298. Lease Agreement by and among Village of Weston (“Landlord”) and Wausau Cellular License Corporation (“Tenant”) concerning that certain property located at Summit Avenue, Weston, WI (WI158).
299. Lease Agreement by and among WRIG, Inc. (“Landlord”) and Wausau Cellular License Corporation (“Tenant”) concerning that certain property located at WRIG Tower Site, Coates Lane, Wausau, WI 54403 (WI107).
300. Lease Agreement by and among Wausau Landmark Corporation (“Landlord”) and Wausau Cellular License Corporation (“Tenant”) concerning that certain property located in Wausau County, WI (WI190).
301. Lease Agreement by and among Ghidorzi and Associates, Inc. (“Landlord”) and Wausau Cellular License Corporation (“Tenant”) concerning that certain property located at 2620 Stewart Avenue, Suite 8, Wausau, WI (WI150).
302. Lease Agreement by and among Wausau Water & Sewerage Utilities (“Landlord”) and Wausau Cellular License Corporation (“Tenant”) concerning that certain property located at 2700 West Wausau Avenue, Wausau, WI (WI128).
303. Lease Agreement by and among Everett Krampien (“Landlord”) and Wausau Cellular License Corporation (“Tenant”) concerning that certain property located at W4512 Pioneer Drive, Edgar, WI 54426 (WI108).
304. Lease Agreement by and among Polk County Sheriff’s Department (“Landlord”) and One Cellular Corporation (“Tenant”) concerning that certain property located at 1585 Highway 46, Balsam Lake, WI 54810 (WI109).
305. Lease Agreement by and among [Landlord] (“Landlord”) and [Tenant] (“Tenant”) concerning that certain property located in WI (WI192) **PROPOSED**.
306. Lease Agreement by and among AT&T Communications, Inc. (“Landlord”) and One Cellular Corporation (“Tenant”) concerning that certain property located in Barron County, WI (WI152)

307. Lease Agreement by and among AT&T Communications, Inc. ("Landlord") and One Cellular Corporation ("Tenant") concerning that certain property located in Burnett County, WI (WI159)

308. Lease Agreement by and among Jeff Bird ("Landlord") and One Cellular Corporation ("Tenant") concerning that certain property located in Polk County, WI (WI174).

309. Lease Agreement by and among Polk-Burnett Electric Cooperative ("Landlord") and One Cellular Corporation ("Tenant") concerning that certain property located at 310th Ave. & 130th Street, West Sweden, WI (WI110).

310. Lease Agreement by and among Marcus Cable ("Landlord") and One Cellular Corporation ("Tenant") concerning that certain property located at 2016 18 3/4 Street, Rice Lake, WI 54868 (WI111).

311. Lease Agreement by and among [Landlord] ("Landlord") and One Cellular Corporation ("Tenant") concerning that certain property located in WI (WI181) **PROPOSED**.

312. Lease Agreement by and among Marcus Cable ("Landlord") and One Cellular Corporation ("Tenant") concerning that certain property located at 1st Street, Spooner, WI 54801 (WI112).

313. Lease Agreement by and among [Landlord] ("Landlord") and One Cellular Corporation ("Tenant") concerning that certain property located in WI (WI180) **PROPOSED**.

314. Lease Agreement by and among [Landlord] ("Landlord") and Pebbles Cellular Corporation ("Tenant") concerning that certain property located in WI (WI182) **PROPOSED**.

315. Lease Agreement by and among James Hoyt & Ellen Hoyt ("Landlord") and Pebbles Cellular Corporation ("Tenant") concerning that certain property located at Hanson Road, Richland, WI (WI160).

316. Lease Agreement by and among Lac Courte Oreilles Ojibwa ("Landlord") and Pebbles Cellular Corporation ("Tenant") concerning that certain property located at Route 2, Box 2788 (Larsen Road), Hayward, WI 54843 (WI140).

317. Lease Agreement by and among Mike Germano & Judy Germano ("Landlord") and Pebbles Cellular Corporation ("Tenant") concerning that certain property located at Hart Lake Road, Iron River, WI (WI138).

318. Lease Agreement by and among Flambeau Broadcasting Company ("Landlord") and Pebbles Cellular Corporation ("Tenant") concerning that certain property located at Highway 8 West, Ladysmith, WI 54848 (WI131).

319. Lease Agreement by and among George Swanson & Jensen, et al (“Landlord”) and Pebbles Cellular Corporation (“Tenant”) concerning that certain property located at Danialson Road, Hill, WI (WI162).

320. Lease Agreement by and among Duff T. Melhus & Denice L. Melhus (“Landlord”) and Pebbles Cellular Corporation (“Tenant”) concerning that certain property located Sawyer County, WI (WI183).

321. Lease Agreement by and among DDS Communications, LTD. (“Landlord”) and Pebbles Cellular Corporation (“Tenant”) concerning that certain property located at Church Corner Road, Washburn, WI (WI113).

322. Lease Agreement by and among Marcus Cable (“Landlord”) and Vilas Cellular Corporation (“Tenant”) concerning that certain property located at Sunnyside Road, Rolling, WI (WI114).

323. Lease Agreement by and among AT&T Communications, Inc. (“Landlord”) and Vilas Cellular Corporation (“Tenant”) concerning that certain property located in Florence County, WI (WI115).

324. Lease Agreement by and among Wisconsin RSA #3 Limited Partnership (“Landlord”) and Vilas Cellular Corporation (“Tenant”) concerning that certain property located at East Glen Street, Crandon, WI (WI191).

325. Lease Agreement by and among Forest County Forestry Department (“Landlord”) and Vilas Cellular Corporation (“Tenant”) concerning that certain property located at West Glen Street, Crandon, WI (WI191).

326. Lease Agreement by and among Marcus Cable (“Landlord”) and Vilas Cellular Corporation (“Tenant”) concerning that certain property located at 310 Tower Road, Eagle River, WI 54521 (WI117).

327. Lease Agreement by and among [Landlord] (“Landlord”) and Vilas Cellular Corporation (“Tenant”) concerning that certain property located in Vilas County, WI (WI193) **PROPOSED**.

328. Tower Lease Agreement by and among State of Wisconsin, Department of Transportation (“Landlord”) and Vilas Cellular Corporation (“Tenant”) concerning that certain property located at Hillside Drive, Harrison, WI (WI175).

329. Land Lease Agreement by and among Lincoln County Forestry Land and Parks Department (“Landlord”) and Vilas Cellular Corporation (“Tenant”) concerning that certain property located at Hillside Drive, Harrison, WI (WI175).

330. Easement Agreement by and among Karen Langbecker ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at Hillside Drive, Harrison, WI (WI175).

331. Easement Agreement by and among Tigerton Lumber Company ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at Hillside Drive, Harrison, WI (WI175).

332. Lease Agreement by and among Midwest Video Electronics, Inc. ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at Heafford Road, Bradley, WI (WI129).

333. Lease Agreement by and among Sheridan Schwark & Kristine Schwark ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at County Trunk Highway J, Birch, WI (WI118).

334. Easement Agreement by and among Lincoln County Sheriffs Department ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at County Trunk Highway J, Birch, WI (WI118).

335. Lease Agreement by and among Lac Du Flambeau Band of Lake Superior ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located in Vilas County, WI (WI137).

336. Lease Agreement by and among Berner Broadcasting ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located in Vilas County, WI (WI119).

337. Lease Agreement by and among Air Communications of Central Wisconsin, Inc. ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located in Langlade County, WI (WI120).

338. Lease Agreement by and among WIGM Radio, Inc. ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located in Taylor County, WI (WI121).

339. Lease Agreement by and among Development and Leasing ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at South Nast Road, Merrill, WI (WI163).

340. Lease Agreement by and among Air Communications of Central Wisconsin, Inc. ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at 2201 Plum Vitae Road, Plum Lake, WI (WI157).

341. Lease Agreement by and among Lois Ogle ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at W110 County Highway M, Perkinstown, WI 54451 (WI122).

342. Lease Agreement by and among Phelps Sanitary District ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at Tower Road, Phelps, WI (WI164).

343. Lease Agreement by and among Midwest Video Electronics, Inc. ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at 5303 Lake Julia Road, Rhinelander, WI 54501 (WI123).

344. Lease Agreement by and among [Landlord] ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located in Oneida County, WI (WI165) **PROPOSED**.

345. Lease Agreement by and among Raven Broadcasting, Inc. ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at W10778 Summit Lake Road, Summit Lake, WI 54485 (WI124).

346. Lease Agreement by and among Richard V. Fuhrman & Richard D. Fuhrman ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at Rocky Run Road, Cassian, WI (WI184).

347. Lease Agreement by and among Marcus Cable ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located in Oneida County, WI (WI125).

348. Lease Agreement by and among [Landlord] ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located in WI (WI187) **PROPOSED**.

349. Lease Agreement by and among Basil Rueden & Joan Rueden ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located at N 2280 Highway 47-55, Briarton, WI (WI146).

350. Lease Agreement by and among David W. Korth & Cindy L. Korth ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located at R1030 County Highway R, Cecil, WI 54111 (WI143).

351. Lease Agreement by and among [Landlord] ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located in WI (WI185) **PROPOSED**.

352. Lease Agreement by and among Dickie L. Booth & Sharon L. Booth ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located at 15424 Booth Road, Mountain, WI 54149 (WI145).

353. Lease Agreement by and among Thomas W. Pohlman & Eunice M. Pohlman ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located in Shawano County, WI (WI167).

354. Lease Agreement by and among Curt & Eileen Erickson ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located at 2610 Woleske Road, Marinette, WI 54243 (WI144).

355. Lease Agreement by and among David White & Judy White ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located at W8998 Pembine-Beecher Road, Beecher, WI 51456 (WI149).

356. Lease Agreement by and among Lloyd W. Gutt & Dawn L. Gutt ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located at N 6315 River Road, Tigerton, WI 54486 (WI147).

357. Lease Agreement by and among Charles Patrick ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located at W 7902 Moonshine Hill Road, Middle Inlet, WI (WI148).

358. Lease Agreement by and among [Landlord] ("Landlord") and Four Cellular Corporation ("Tenant") concerning that certain property located in WI (WI186)
PROPOSED.

359. Lease Agreement by and among APT Minneapolis, Inc. ("Landlord") and Five Cellular Corporation ("Tenant") concerning that certain property located at E1614 640th Avenue, Knapp, WI (WI188).

360. Lease Agreement by and among Robert E. Poole & Dianna Poole ("Landlord") and Five Cellular Corporation ("Tenant") concerning that certain property located in Pierce County, WI (WI172).

361. Lease Agreement by and among Marcus Cable ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located at U.S. Highway 10, Neillsville, WI (WI126).

362. Lease Agreement by and among Marcus Cable ("Landlord") and Vilas Cellular Corporation ("Tenant") concerning that certain property located in Clark County, WI (WI127).

363. Lease Agreement by and among I.L. Morris & Betty Sue Morris (“Landlord”) and Eastern Wireless, Corp. (“Tenant”) concerning that certain property located at U.S. Route 33 and 119, Glenville, WV (WV101).

364. Lease Agreement by and among Samuel H. Hines, Jr. (“Landlord”) and Eastern Wireless, Corp. (“Tenant”) concerning that certain property located at County Route 5/6, Harrisville, WV (WV102).

365. Lease Agreement by and among Charles L. Cross & Geraldine C. Cross (“Landlord”) and Eastern Wireless, Corp. (“Tenant”) concerning that certain property located at Whiteman Hill Road, New Martinsville, WV (WV103).

366. Lease Agreement by and among David A. Wilson & Emma A. Wilson (“Landlord”) and Eastern Wireless, Corp. (“Tenant”) concerning that certain property located at County Route 21, Roanoke, WV (WV104).

367. Lease Agreement by and among Lyle L. Locke & Tacie E. Locke (“Landlord”) and Eastern Wireless, Corp. (“Tenant”) concerning that certain property located at Route 16, St. Mary’s, WV (WV105)

368. Lease Agreement by and among Paul B. Davis & Veda Davis (“Landlord”) and Eastern Wireless, Corp. (“Tenant”) concerning that certain property located at Louise Avenue, West Union, WV (WV106).

369. Lease Agreement by and among [Landlord] (“Landlord”) and Eastern Wireless, Corp. (“Tenant”) concerning that certain property located in WV (WV128)
PROPOSED.

370. Lease Agreement by and among Century Huntington Company (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at Route 7, Box 225, Morgantown, WV (WV117).

371. Lease Agreement by and among Harold Heaster (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at WV Route 24/2, Despard, WV (WV110).

372. Lease Agreement by and among Hardy Cellular Telephone Company (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at Lowndes Hill, Clarksburg, WV (WV125).

373. Lease Agreement by and among West Virginia Educational Broadcasting Authority (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located in Preston County, WV (WV114).

374. Lease Agreement by and among Paul W. Springer (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at Marion County Route 73/5, Fairmont, WV (WV112).

375. Lease Agreement by and among George R. Williams & Flora E. Williams (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at WV County Rd. 38 (Shelby Road), Grafton, WV 26354 (WV116).

376. Lease Agreement by and among Subcarrier Communications (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at Caddell Mountain, Preston County, WV (WV115).

377. Lease Agreement by and among Frank Gyimesi & Margaret Gyimesi (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at Secondary Route 25/7, Harrison County, WV (WV119).

378. Lease Agreement by and among Donald F. Raber & Marquetta Raber (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located in Marion County, WV (WV120).

379. Lease Agreement by and among Morgantown Industrial Park Associates L.P. (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at Morgantown Industrial/Research Park, Morgantown, WV 26505 (WV113).

380. Lease Agreement by and among [Landlord] (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located in Monongalie County, WV (WV126) **PROPOSED**.

381. Lease Agreement by and among Delbert M. Bowers & Pamela D. Bowers (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at 250 Scott Avenue Annex, Morgantown, WV 26505 (WV118).

382. Lease Agreement by and among Stephen W. Cross & Dawn Marie Cross (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at Secondary Route 250/3, Philippi, WV (WV122).

383. Lease Agreement by and among Rodney R. Ashcraft & Kathrine Ashcraft (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at WV Route 50/4 (Cherry Camp Run), Bristol, WV 26332 (WV123).

384. Easement Agreement by and among Robert L. Andrews & Deborah G. Andrews (“Landlord”) and Northland Cellular Corp. (“Tenant”) concerning that certain property located at WV Route 50/4 (Cherry Camp Run), Bristol, WV 26332 (WV123).

385. Lease Agreement by and among [Landlord] ("Landlord") and Northland Cellular Corp. ("Tenant") concerning that certain property located in WV (WV127)
PROPOSED.

386. Lease Agreement by and among Richard J. Mullenax & Mildred Mullenax ("Landlord") and Northland Cellular Corp. ("Tenant") concerning that certain property located at County Routes 1/1 & 3/2, Bridgeport, WV 26330 (WV111).

C. Cell/MTSO Owned Property

1. That certain property located at County Road 467 (Heino Road), Angora, MN owned by Duluth/Superior Cellular, Inc. (MN175).
2. That certain property located in St. Louis County, MN owned by Duluth/Superior Cellular, Inc. (MN101).
3. That certain property located at in St. Louis County, MN owned by Duluth/Superior Cellular, Inc. (MN106).
4. That certain property located at HC 71 Park Road, Frenchburg, KY 40322 owned by Central Kentucky Cellular Corporation (MN143).
5. That certain property located at Homestead & Hope Roads, Alexandria, MN owned by Bunyan CellularCorp. (MN113).
6. That certain property located at County Road 96, Aitkin, MN owned by Minnesota Six Cellular Corporation (MN123).
7. That certain property located at Route 5, Box 26A, Little Falls, MN 56345 owned by Minnesota Six Cellular Corporation (MN135).
8. That certain property located at MN State Trunk Highway 169, Mollie Lacs County, MN owned by Minnesota Six Cellular Corporation (MN137).
9. That certain property located at Route 61, Carlton County, MN owned by Minnesota Six Cellular Corporation (MN124).
10. That certain property located at Murry Road, Kinston, NY 12401 owned by Alexandra Cellular Corp. (NY102).
11. That certain property located at Route 22 N.E., Cadiz, OH 43997 owned by Seven Cellular Corp. (OH105).
12. That certain property located at 63930 Larrick Ridge Road, Cambridge, OH 43725 owned by Seven Cellular Corp. (OH102).

13. That certain property located at County Road 65, Concord, OH 43762 owned by Seven Cellular Corp. (OH107).
14. That certain property located at 8475 Moravian Trail, Dennison, OH 44621 owned by Seven Cellular Corp. (OH108).
15. That certain property located at 1100 Blandy Avenue, Zanesville, OH 43701 owned by Seven Cellular Corp. (OH101).
16. That certain property located at 170 Radio Road, Tuxedo, NY 10987 owned by Chill Cellular Corporation (NY144).
17. That certain property located at Route 17K & Route 208 South, Montgomery, NY 12549 owned by Chill Cellular Corporation (NY147).
18. That certain property located at Kain Road, Warwick, NY 10990 owned by Chill Cellular Corporation (NY142).
19. That certain property located at Depot Hill Road, Holmes, NY 12531 owned by Dutchess County Cellular Telephone Company, Inc. (NY132).
20. That certain property located at 334 Highland Avenue, Greeneville, TN 37743 owned by Kyle Cellular Corporation (TN102).
21. That certain property located at 422 Fire Tower Road, New Market, TN 37820 owned by Kyle Cellular Corporation (TN109).
22. That certain property located at 2255 Upper Middle Creek Road, Pigeon Forge, TN 37863 owned by Kyle Cellular Corporation (TN105).
23. That certain property located at 5126 Krueger Quarry Road, Abrams, WI 54101 owned by Four Cellular Corporation (WI141).
24. That certain property located at R1020 Church Road, Peshtigo, WI 54157 owned by Four Cellular Corporation (WI142).
25. That certain property located at RR 2 Box 52A, Arkansaw, WI 54721 owned by Five Cellular Corporation (WI169).
26. That certain property located at N5806 Schlosser Land, Durand, WI 54736 owned by Five Cellular Corporation (WI168).
27. That certain property located at N5794 750th Street, Elseworth, WI 54011 owned by Five Cellular Corporation (WI170).

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28. That certain property located at Tanglewood Road, Menomonie, WI owned by Five Cellular Corporation (WI171).
29. That certain property located at 900th Street, River Falls, WI owned by Five Cellular Corporation (WI172).
30. That certain property located at N9360 County Road F, Boyceville, WI 54725 owned by Five Cellular Corporation (WI173).
31. That certain property located at Smith Ridge Road (WV County Route 4), Sistersville, WV owned by Eastern Wireless Cellular Corporation (WV124).

D. Retail/Office

1. 270 Oak Street, Lawrenceville, GA 30245
2. 220 4th Avenue West, Ashland, WI 54806
3. 224 East Central Entrance, Duluth, MN 55811
4. 222 West Superior Street, Duluth, MN
5. 3105 East Beltline Hiway, Hibbing, MN 55746
6. Hwy 53 at Trinity Road, Miller Hill, Duluth, MN 55811
7. 3215 Tower Avenue, Superior, WI 54880
8. That certain retail office space located in Thunderbird Mall, in the County fo St. Louis.
9. 2615 N. Clairemont Avenue, Eau Claire, WI 54702
10. That certain retail/office space located in the County of Eau Claire with Chippewa Celular Corporation listed as the tenant.
11. 1201 S. Hastings Way, Eau Claire, WI
12. 4630 Golf Road, Building B, Eau Claire, WI
13. 2912 London Road, Eau Claire, WI 54701
14. 1516 N. Dixie Highway, Elizabethtown, KY 42701
15. 2408 Ring Road, Elizabethtown, KY 42701

16. Smith Plaza, Highway 61, Hodgenville, KY 42748
17. 224 West Park Shopping Center, Lawrenceburg, KY 40342
18. 157 Lincoln Trail, Radcliff, KY 40160
19. 703 Cambellsville Road, Suite A, Columbia, KY 42728
20. 801 West Main Street, Glasgow, KY 42141
21. 200 Cumberland Crossing, Monticello, KY 42633
22. 975 Hustonville Road, #19, Danville, KY 40422
23. 1501 K South Main, London, KY 40741
24. That certain retail/office space located in the County of Laurel with Central Kentucky Cellular Corporation listed as the tenant.
25. 221 S. Porter Drive, Richmond, KY
26. 124 S. Keeneland Drive, Suite 3, Richmond, KY 40475
27. 463 Eastern By-Pass, Box 15, Richmond, KY 40475
28. 2835 South Highway 27, Suite 314, Somerset, KY 42501
29. 901 U.S. 68, Suite 500, Woodland Centre, Maysville, KY 41056
30. Mt. Sterling Plaza, Mt. Sterling, KY
31. That certain retail/office space located in the County of Keweenaw with Gilro Cellular Corp. listed as the tenant.
32. 702 Shelton Avenue, Houghton, MI 49931
33. 127 S. Stephenson Avenue, Iron Mountain, MI 49801
34. That certain retail/office space located in the County of Dickinson with Gilro Cellular Corp. listed as the tenant.
35. 810 Carp River Lane, Ishpeming, MI 49849
36. That certain retail/office space located in the County of Marquette with Gilro Cellular Corp. listed as the tenant.
37. 2172 US 41 West & (2168 - Unit F) Marquette, MI 49855

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38. 802 Paul Bunyan Drive SW, Bemidji, MN 56601
39. 1271B South Pokegma Avenue, Grand Rapids, MN 55744
40. 1201 Broadway, Alexandria, MN 56308
41. 514 Summit Avenue, Detroit Lakes, MN 56501
42. 315 South Court Avenue, Fergus Falls, MN 56537
43. 330 W. Main, Suite 4, Perham, MN 56573
44. 2110 Exceisior Road North, Baxter, MN 56401
45. 106 11th Street, Little Falls, MN 56345
46. 618 East First Street, #1, Park Rapids, MN 56470
47. 153 East Main Street, Cobleskill, NY 12043
48. 83 Main Street, Delhi, NY 13753
49. 630 Ulsur Avenue, Kingston, NY 12401
50. 123 Jefferson Street, Monticello, NY 12701
51. 236 Main Street, New Paltz, NY
52. P.O. Box 611, Oneonta, NY 13820
53. Hope Plaza, Route 7W West, Cossackie, NY
54. 300 Fairview Avenue, Hudson, NY
55. [Caldwell, Ohio]
56. 1705 South Gate Parkway, Cambridge, OH 43725
57. 830 W Hunter Street, Logan, OH 43138
58. County of Tuscarawas
59. 328 Bluebell Drive, New Philadelphia, OH 44663
60. 630 Carroll Street, Pamida, OH 43764
61. County of Muskingum

ANNEX 5 - 48

62. 3525 Maple Avenue, Zanesville, OH 43701
63. 1 Galleria Drive, Suite 102, Middletown, NY 10940
64. Shoprite Plaza, Store #13, Monroe, NY
65. 1104 Union Avenue, P.O. Box, Newburgh, NY 12552
66. Laurel Mall, Connellsville, PA 15425
67. [County of Fayette]
68. 113 West Fayette Street, 5 Corners, Uniontown, PA 15401
69. North Point Plaza, Suite 22B, Old Gabriel Building, Uniontown, PA
15401
70. West Main Street, Uniontown Mall, Uniontown, PA 15401
71. Route 51, Hills Department Store, Uniontown, PA 15401
72. c/o Greene Co. Office Supply, 30-32 East High Street,
Waynesburg, PA 15370
73. [County of Dutchess]
74. 562 Albany Post Road, Hyde Park, NY 12538
75. 22 IBM Road, Suite 210, Poughkeepsie, NY 12601
76. 804 South Road Square, Poughkeepsie, NY 12601
77. 838 South Road, Poughkeepsie, NY 12601
78. 11411 N.E. 124th Street, Suite 120, Kirkland, WA 98034
79. Morris Boulevard & Highway 25E, Morristown, TN
80. Greeneville Commons, Greeneville, TN
81. 2217 W. Andrew Johnson Highway, Morristown, TN
82. 1338 Parkway, Suite 8, Sevierville, TN
83. 1607 Schofield Avenue, Weston, WI
84. Wausau Center, County of Marathon

85. 4650 Rib Mountain Road, Wausau, WI 54403
86. [County of Barron]
87. 2304 South Main Street, Rice Lake, WI 54868
88. P.O. Box 2166, 123 S. Main Street, Eagle River, WI 54521
89. County of Lincoln
90. P.O. Box 1034, 302 Oneida Street, Minocqua, WI 54548
91. 48 West King Street, Rhinelander, WI 54501
92. [County of Marinette]
93. [County of Marinette]
94. 1200 E. Green Bay Street, Suite C, Shawano, WI
95. 1400 N. Broadway Street, Menomonie, WI 54751
96. 105 North First Street, Abbottsford, WI 54405
97. 1200 North Route 2, Suite 125, Riverview Plaza.
New Martinsville, WV 26155
98. That certain retail/office space located in County of Ritchie with Eastern
Wireless Corp. listed as the tenant.
99. 409 2nd Street, Shouldis Department Store, St. Mary's, WV 26170
100. Blake Center, 1400 Johnson Avenue, Bridgeport, WV 26330
101. New Pointe Plaza, 518 Emily Drive, Clarksburg, WV 26301
102. Meadowbrook Mall, 1400 Johnson Avenue, Suite 2A, Bridgeport, WV
26330
103. 250 Scott Avenue, Morgantown, WV 26505
104. Morgantown Mall, Morgantown, WV 26505
105. 1111 Van Voorhis Road, Morgantown, WV 26505

ANNEX 5 - 50

SCHEDULE 1
To
Security Agreement

UNIFORM COMMERCIAL CODE FILINGS

Debtor	State	Filing Office
American Cellular Wireless LLC	Illinois	Secretary of State
American Cellular Corporation	Illinois	Secretary of State
ConnectOne Communications Corporation	Illinois New York	Secretary of State Department of State
PCPCS Corporation	Illinois	Secretary of State
ICSB Corporation	Illinois Washington	Secretary of State Department of Financial Institutions
Alton CellTelCo Cellular Corporation	Illinois	Secretary of State
Alton CellTelCo Partnership	Illinois	Secretary of State
Alexandra Cellular Corporation	Illinois New York	Secretary of State Department of State & Ulster County
Amro Cellular Corporation	Illinois Ohio Pennsylvania West Virginia	Secretary of State Secretary of State Secretary of Commonwealth & Fayette Co. Secretary of State
Bunyon Cellular Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Cellular Information Systems of Laredo, Inc.	Illinois Texas	Secretary of State Secretary of State
Central Kentucky Cellular Corporation	Alabama Illinois Kentucky Tennessee	Secretary of State Secretary of State Secretary of State Secretary of State
Chill Cellular Corporation	Illinois New York	Secretary of State Department of State & Orange County
Chippewa Cellular Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Dutchess County Cellular Telephone Company, Inc.	Illinois New York	Secretary of State Department of State & Dutchess County
Duluth/Superior Cellular, Inc.	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions

SCHEDULE 1 - 1

Eastern Wireless Cellular Corporation	Illinois Ohio Pennsylvania West Virginia	Secretary of State Secretary of State Secretary of Commonwealth & Fayette Co. Secretary of State
Five Cellular Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Four Cellular Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Gilro Cellular Corporation	Illinois Minnesota Michigan Wisconsin	Secretary of State Secretary of State Department of State Department of Financial Institutions
Jessica Cellular Corporation	Illinois Kentucky Tennessee	Secretary of State Secretary of State Secretary of State
Kyle Cellular Corporation	Illinois Kentucky Tennessee	Secretary of State Secretary of State Secretary of State
Marathon Cellular Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Minnesota Six Cellular Corporation	Illinois Louisiana Michigan Minnesota Wisconsin	Clerk of Court Secretary of State Department of State Secretary of State Department of Financial Institutions
Northland Cellular Corporation	Illinois Ohio Pennsylvania West Virginia	Secretary of State Secretary of State Secretary of Commonwealth & Fayette Co. Secretary of State
One Cellular Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Pebbles Cellular Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Seven Cellular Corporation	Illinois Ohio Pennsylvania West Virginia	Secretary of State Secretary of State Secretary of Commonwealth & Fayette Co. Secretary of State
Three Cellular Corporation	Illinois	Secretary of State

SCHEDULE 1 - 2

Vilas Cellular Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Wausau Cellular License Corporation	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions
Wausau Cellular Limited Partnership	Illinois Michigan Minnesota Wisconsin	Secretary of State Department of State Secretary of State Department of Financial Institutions

SCHEDULE 1 - 3

SCHEDULE 2
To
Security Agreement

PRINCIPAL PLACE OF BUSINESS, CHIEF EXECUTIVE OFFICE
AND LOCATION OF RECORDS

1336 Basswood, Suite F
Schaumburg, IL 60173

SCHEDULE 2 - 1

SCHEDULE 3
To
Security Agreement

PRIOR LIENS

DEBTOR	JURISDICTION	SECURED PARTY	LIEN TYPE	LIEN INFO
PriCellular Wireless Corporation 45 Rockefeller Plaza, Suite 320 New York, NY 10111	New York Secretary of State	New York State Department of Taxation and Finance Tax Compliance Division P.O. Box 5149 Albany, NY 12205- 5149	Tax Lien for Tax periods: 12/31/95 Amount - \$2,231.24	010896 1/9/98

SCHEDULE 3 - 1

INITIAL TRANSACTION STATEMENT

To: Toronto Dominion (Texas), Inc., as
Administrative Agent
Attention:

This statement is to advise you that a pledge of the following uncertificated securities has been registered in the name of Toronto Dominion (Texas), Inc., as Administrative Agent, as follows:

1. Uncertificated Securities:

The entire limited liability company interests of each of [Name/Pledgors] in the undersigned [limited liability company] [partnership].

2. Registered Owners:

[Name]
[Address]

Taxpayer Identification Number []

[Name]
[Address]

3. Registered Pledgee:

Toronto Dominion (Texas), Inc., as Administrative Agent

Taxpayer Identification Number: []

4. There are no liens or restrictions of the undersigned limited liability company and no adverse claims to which the uncertificated securities are or may be subject known to the undersigned [limited liability company] [partnership].

5. The pledge was registered on [Date].

EXHIBIT A - 1

THIS STATEMENT IS MERELY A RECORD OF THE RIGHTS OF THE ADDRESSEE AS OF THE TIME OF ITS ISSUANCE. DELIVERY OF THIS STATEMENT, OF ITSELF, CONFERS NO RIGHTS ON THE RECIPIENT. THIS STATEMENT IS NEITHER A NEGOTIABLE INSTRUMENT NOR A SECURITY.

Very truly yours,,

| _____ |

By: _____
Title: _____

EXHIBIT A - 2

EXHIBIT B
To
Security Agreement

ACKNOWLEDGMENT AND CONSENT

[] (the “[]”) hereby acknowledges receipt of a copy of the foregoing Unrestricted Subsidiary Pledge Agreement (the “Unrestricted Subsidiary Pledge Agreement”); terms used herein and not defined herein shall have the meaning given to them in the Unrestricted Subsidiary Pledge Agreement) and agrees to be bound thereby and to comply with the terms thereof insofar as such terms are applicable to it. [] agrees that the terms of paragraph 5.05 of the Unrestricted Subsidiary Pledge Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it under or pursuant to or arising out of Section 5.05 of the Unrestricted Subsidiary Pledge Agreement.

Date: _____

[]

By: _____

Title:

Address for notices:

EXHIBIT B - 1