

Mr. Bill Feldman  
Assistant Director  
Kentucky Public Service Commission  
P.O. Box 615  
Frankfurt, KY 40602

February 8, 2005

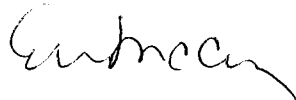
Dear Mr. Feldman,

As per our conversation, I am enclosing the asset purchase agreement reflecting the sale of Northcoast Communications, LLC's assets to Verizon Wireless. This agreement was made on December 19, 2002 and was actually closed on May 23, 2003.

If you have any further questions concerning this matter, please call me at 631-592-7780.

Thank you for your cooperation in this matter.

Very truly yours,



Ellen McCreery  
Leasing Administrator

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made and entered into as of December 19, 2002, by and between Northcoast Communications, L.L.C., a Delaware limited liability company ("Northcoast"), Boston Holding, LLC, a Delaware limited liability company ("Boston LLC") and New York PCS Holding, LLC, a Delaware limited liability company ("New York LLC" and together with Northcoast and Boston LLC, "Sellers"), and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership ("Buyer").

### RECITALS

WHEREAS, Sellers are collectively the FCC licensees of certain personal communications services ("PCS") licenses identified on Exhibit A (the "PCS Licenses") and hold certain related build-out assets (as such term is further defined below, the "PCS Assets").

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, the PCS Assets in accordance with the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows, each intending to be legally bound as and to the extent herein provided.

#### 1. **Definitions.**

1.01 Certain Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Agreement means this Agreement and the Exhibits and Schedules attached hereto.

Ancillary Documents means the Bill of Sale and General Assignment, the Assumption Agreement and the Escrow Agreement.

Asserted Claim has the meaning set forth in Section 10.04.

Assumed Liabilities means (i) each liability, obligation and commitment listed or described on Schedule 1.01(a), (ii) the Clearance Liabilities, (iii) all Current Liabilities in the final Working Capital Statement, (iv) accrued ad valorem, real and tangible personal property taxes, whether incurred prior to, on or subsequent to the Closing Date, on the PCS Assets, to the extent included in Current Liabilities in the Final Working Capital Schedule, (v) all obligations pursuant to the Contracts assigned to Buyer included within the PCS Assets, provided that with respect to the period prior to Closing, Buyer shall assume obligations and liabilities under the Contracts only to the extent that they are Current Liabilities in the Final Working Capital Schedule, and (vi) all other liabilities, obligations and commitments relating to the PCS Assets arising after the Closing (and attributable to periods after the Closing) whether direct or indirect, matured or unmatured, known or unknown, absolute, accrued, contingent or otherwise. For the avoidance of doubt, the Assumed Liabilities do not include any items set forth on Schedule 1.01(c).

Assumption Agreement has the meaning set forth in Section 2.04.

Auditor Notice has the meaning set forth in Section 2.03(d).

Bill of Sale and General Assignment has the meaning set forth in Section 6.01(a).

Boston LLC has the meaning set forth in the Recitals.

Buyer has the meaning set forth in the Preamble to this Agreement.

Cancellation Notice has the meaning set forth in Section 5.06(a).

Clearance Liabilities means amounts payable to microwave operators in connection with the clearance by such operators of operations from the spectrum covered by the PCS Licenses.

Closing means a meeting for the purpose of concluding the transactions contemplated by this Agreement held at the place and on the date fixed in accordance with Section 12.01.

Closing Date means the date fixed for the Closing in accordance with Section 12.01.

Contract means each contract, mortgage, deed of trust, bond, indenture, lease, license (other than the PCS Licenses), note, certificate, option, warrant, right, or other instrument, document or written agreement relating to the PCS Assets to which any of Sellers is a party or by which any of Sellers or the PCS Assets are bound, and in each case which is listed or described on Schedule 3.04(g) or which is entered into after the date hereof and prior to the Closing in accordance with Section 5.01 and which is consistent with the types of Contracts listed or described on Schedule 3.04(g).

Current Assets has the meaning set forth in Section 2.03(h).

Current Liabilities has the meaning set forth in Section 2.03(i).

Deductible has the meaning set forth in Section 10.02(c).

De Minimis has the meaning set forth in Section 10.02(c).

DOJ means the Antitrust Division of the United States Department of Justice.

Encumbrances means liens, charges, encumbrances, security interests, options, restrictions or any other similar third party rights, other than liens for taxes not yet due and payable.

Environmental Law means any law or regulation governing the protection of the environment (including air, water, soil and natural resources) or the use, generation, storage, handling, release, treatment, discharge, emission or disposal of any hazardous or toxic substance.

Environmental Permits means all permits, licenses, approvals, authorizations or consents required by any Governmental Authority under any applicable Environmental Law and includes any and all orders, consent orders or binding agreements issued or entered into by Sellers with a Governmental Authority under any applicable Environmental Law.

ERISA means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

ERISA Affiliate means any entity which, with a Seller, would be treated as a single employer under Section 414 of the Code or under ERISA.

Escrow Agent means any financial institution designated by Sellers prior to the Closing Date to serve as escrow agent under the Escrow Agreement and reasonably satisfactory to Buyer.

Escrow Agreement means the Escrow Agreement to be dated as of the Closing Date by and among the Buyer, the Sellers and the Escrow Agent named therein, which shall be substantially in the form set forth in Exhibit B, with such changes as may be reasonably agreed upon by Buyer, the Sellers and the Escrow Agent.

Escrow Deposit has the meaning set forth in Section 2.05(a).

Escrow Fund has the meaning set forth in Section 2.05(a).

Excluded Assets means (i) all assets and properties of Sellers other than the PCS Assets, including, without limitation, the assets and properties listed or described on Schedule 1.01(b) and (ii) all PCS Assets of a type determined in accordance with GAAP to be current assets other than "deposits" and "prepaid expenses" and not included in Current Assets in the Final Working Capital Schedule; provided that to the extent "prepaid expenses" includes "prepaid insurance," such "prepaid insurance" shall be an Excluded Asset.

Excluded Liabilities means all liabilities, obligations and commitments (whether direct or indirect, matured or unmatured, known or unknown, absolute, accrued, contingent or otherwise) of Sellers other than the Assumed Liabilities, including, without limitation, the liabilities, obligations and commitments listed or described on Schedule 1.01(c) and all liabilities, obligations and commitments of a type determined in accordance with GAAP to be "current liabilities" and not included in Current Liabilities in the final Working Capital Schedule.

FCC means the Federal Communications Commission.

FCC Bidding Credit Repayment Obligations means the obligations of Sellers to satisfy the obligations of Section 1.2111(d) of Title 47 of the Code of Federal Regulations with respect to any of the PCS Licenses held by Sellers obtained with a bidding credit.

FCC Installment Payment Obligations means the obligations of Sellers to satisfy the obligations of Section 1.2111(c) of Title 47 of the Code of Federal Regulations with respect to any of the PCS Licenses held by Sellers obtained with installment financing.

FCC Payoff Amount means the FCC Bidding Credit Repayment Obligations, the FCC Installment Payment Obligations, and any other debts or liabilities, including accrued and unpaid interest, fees or penalties, owed to the FCC by Sellers with respect to the PCS Licenses, as shall be set forth in the FCC Payoff Letters.

FCC Payoff Letters means one or more letters from the FCC to Sellers, to be delivered to Sellers prior to the Closing, which shall designate the FCC Payoff Amount owed for the PCS Licenses.

Final Calculation has the meaning set forth in Section 2.03(g)(i).

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

FTC means the Federal Trade Commission.

Governmental Authority means the Federal government, any state, county, municipal, local or foreign government and any governmental agency, bureau, commission, authority or body.

Hazardous Substance means any substance listed, defined, designated or classified as hazardous, toxic or radioactive under any applicable Environmental Law, including petroleum products.

HSR Act and Rules means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder, as from time to time in effect prior to the Closing.

HSR Report means the Notification and Report Form for certain mergers and acquisitions mandated by the HSR Act and Rules.

Indemnified Buyer Party has the meaning set forth in Section 10.02(a).

Indemnified Seller Party has the meaning set forth in Section 10.03(a).

Indemnitee has the meaning set forth in Section 10.04.

Indemnitor has the meaning set forth in Section 10.04.

Independent Accountant has the meaning set forth in Section 2.03(d).

Initial Adjustments Amount has the meaning set forth in Section 2.03(b).

Judgment means judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, and any order of or by any Governmental Authority.

Law means the common law and any statute, ordinance, code or other law, rule, regulation, order, technical or other standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any Governmental Authority or court.

Losses has the meaning set forth in Section 10.02(a).

Material Adverse Effect means a material adverse effect on the PCS Assets taken as a whole, other than any such effect resulting from changes in general economic or political conditions or legal, governmental, regulatory or competitive factors affecting PCS operators generally.

Material Contracts has the meaning set forth in Section 3.04(g).

New York LLC has the meaning set forth in the Recitals.

Northcoast has the meaning set forth in the Recitals.

Outside Date has the meaning set forth in Section 12.01.

PCS has the meaning set forth in the Preamble to this Agreement.

PCS Assets means (i) those licenses, properties, assets, privileges, rights and interests, real and personal, tangible and intangible, including Sellers' leasehold interests or rights to possession, that are listed or described on Schedule 1.01(d), including, without limitation, the PCS Licenses and the Contracts other than assets of a type determined in accordance with GAAP to be current assets and (ii) those Current Assets in the final Working Capital Schedule; provided that the PCS Assets shall exclude the Excluded Assets and any assets disposed of prior to the Closing in the usual and ordinary course of business and not in violation of this Agreement and any cell site leases terminated not in violation of this Agreement.

PCS Licenses has the meaning set forth in the Preamble to this Agreement.

PCS Operations means the operations conducted by the Sellers with respect to the PCS Assets.

Permitted Encumbrances means those Encumbrances set forth in Schedule 1.01(e) hereto, the FCC Bidding Credit Repayment Obligations, the FCC Installment Payment Obligations and all other Encumbrances, if any, that are not material in character or amount, that do not materially detract from the value of the tangible property subject thereto and that do not materially interfere with the present and continued use of such property in the operation of the PCS Assets.

Person means any natural person, Governmental Authority, corporation, general or limited partnership, joint venture, limited liability company, trust, association, or unincorporated entity of any kind.

Preliminary Purchase Price has the meaning set forth in Section 2.02.

Preliminary Closing Date Working Capital Schedule has the meaning set forth in Section 2.03(b).

Purchase Price has the meaning set forth in Section 2.02.

Purchase Price Adjustment has the meaning set forth in Section 2.03(a).

Real Property means all realty, fixtures, easements, rights-of-way, leasehold and other interests in real property, buildings and improvements.

Reference Number has the meaning set forth in Section 2.04(d).

Resolution Period has the meaning set forth in Section 2.04(d).

Second Transaction has the meaning set forth in Section 12.01.

Seller Employee Benefits Plan means any bonus, deferred compensation, incentive compensation, stock purchase, stock option, employment, consulting, severance or termination pay, hospitalization or other medical, life or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plan, program, agreement or arrangement, and including, without limitation, each "employee benefit plan" (within the meaning of Section 3(3) of ERISA), whether formal or informal, written or oral, to which any Seller or any ERISA Affiliate is a party, or that is sponsored, maintained or contributed to by any Seller or any ERISA Affiliate, or with respect to which any Seller or any ERISA Affiliate has any obligation to contribute, or any liability with respect thereto, for the benefit of any of the employees or former employees of any Seller or of any ERISA Affiliate, or any present or former beneficiary, dependent or assignee of any such employee or former employee.

Sellers has the meaning set forth in the Preamble to this Agreement.

Sellers' Closing Payment has the meaning set forth in Section 2.04.

Tax Returns has the meaning set forth in Section 3.03.

Working Capital Schedule has the meaning set forth in Section 2.03(c).

1.02 Other Definitional Provisions. Terms defined in the singular shall have a comparable meaning when used in plural, and vice versa.

## 2. Purchase and Sale.

2.01 Transfer of Assets. At the Closing, upon the terms and conditions set forth in this Agreement, Sellers shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, accept and receive, all of Sellers' right, title and interest in and to the PCS Assets, such transaction to be effective as of the opening of business on the Closing Date.

2.02 Purchase Price. The aggregate purchase price to be paid by Buyer to Sellers for the PCS Assets shall be \$750,000,000 (the "Preliminary Purchase Price"), subject to adjustment at and following Closing as provided in Section 2.03 below (as so adjusted, the "Purchase Price"), and payable by Buyer to Sellers in accordance with Section 2.04 below.

2.03 Purchase Price Adjustment.

(a) The Preliminary Purchase Price shall be increased or decreased (the "Purchase Price Adjustment") on a dollar-for-dollar basis for the adjustments described in this Section 2.03. In the event that Current Liabilities exceed Current Assets by less than \$10,162,000 (the "Reference Number"), the Preliminary Purchase Price shall be increased by the amount that such excess is less than the Reference Number; and in the event that Current Liabilities exceed Current Assets by more than the Reference Number, the Preliminary Purchase Price shall be decreased by the amount that such excess is greater than the Reference Number. The Purchase Price Adjustment shall be initially calculated as of the Closing as described in Section 2.03(b) and reflected in Sellers' Closing Payment made pursuant to Section 2.04, and finally calculated as described in Section 2.03(c) and 2.03(d).

(b) Not more than five and not less than three business days prior to the Closing Date, Sellers shall deliver to Buyer (i) a schedule dated as of the opening of business on the Closing Date showing Current Assets and Current Liabilities based on information reasonably available to Sellers not more than five business days prior to the Closing Date, prepared by Sellers in accordance with GAAP and on an estimated basis (the "Preliminary Closing Date Working Capital Schedule"); and (ii) a good faith estimate prepared by Sellers of the dollar amount of the Purchase Price Adjustment to the Preliminary Purchase Price (the "Initial Adjustments Amount"), taking account of all provisions establishing the basis for calculating such adjustment set forth herein. The Preliminary Purchase Price shall be increased or decreased at Closing by the Initial Adjustments Amount. Not more than 30 days after the Closing Date, Sellers shall deliver to Buyer a calculation prepared by Sellers of the dollar amount of the Purchase Price Adjustment to the Preliminary Purchase Price, taking account of all provisions establishing the basis for calculating such adjustment set forth herein.

(c) As promptly as practicable after the Closing Date (but in no event later than 90 days thereafter) Buyer shall prepare and deliver to Sellers for their review and comment a schedule prepared in accordance with GAAP and dated as of the opening of business on the Closing Date showing Current Assets and Current Liabilities (the "Working Capital Schedule"). The Working Capital Schedule shall be prepared as set forth in Section 2.03(f). If Sellers object to any amounts reflected on the Working Capital Schedule, Sellers must, within 20 business days after Sellers' receipt thereof, give written notice (the "Dispute Notice") to Buyer specifying in reasonable detail Sellers' objections. If Sellers have not given a Dispute Notice with respect to the Working Capital Schedule by the end of the 20 business day period after Sellers have received such Working Capital Schedule, Buyer's determination of the Purchase Price Adjustment shall be final, binding and conclusive on the parties. Any disputes with respect to the Working Capital Schedule shall be resolved pursuant to the procedures of Section 2.03(d).

(d) With respect to any disputed amounts concerning the Working Capital Schedule, the parties shall meet in person and negotiate in good faith during the 20 business day period (the "Resolution Period") after the date of Buyer's receipt of the Dispute Notice to resolve any such disputes. If the parties are unable to resolve all such disputes within the Resolution Period, then at any time thereafter, either party may



require that the disputes be submitted to an independent accounting firm, to be mutually and reasonably agreed upon by Buyer and Sellers (the "Independent Accountant"), such action to be triggered by the requesting party providing written notice to the other party (an "Auditor Notice"). In the event an Auditor Notice is given, the Independent Accountant shall be engaged to provide a final and conclusive resolution of all unresolved disputes within 45 days after such engagement, which resolution shall be based on the express provisions of this Agreement; provided, however, that if the Independent Accountant finds the express terms of this Agreement are not sufficient to resolve any issue or issues, the Independent Accountant shall rely upon GAAP as then in effect. The determination of the Independent Accountant shall be final, binding and conclusive on the parties hereto, and the fees and expenses of the Independent Accountant shall be borne by the party who is not the substantially prevailing party, as determined by the Independent Accountant based on the Independent Accountant's resolution of the issues. If the Independent Accountant is unable to make a determination of which party is the substantially prevailing party, Buyer, on the one hand, and Sellers, on the other hand, shall share the expenses of the Independent Accountant equally.

(e) From and after the Closing Date, Buyer shall provide Sellers and their representatives (and the Independent Accountant, if one has been appointed), upon reasonable notice, with free and full access to the books, records and personnel of Buyer reasonably requested by Sellers or their representatives (or the Independent Accountants) to assist Sellers or their representatives (or the Independent Accountants) in the review of the Working Capital Schedule or resolution of any disputes relating thereto.

(f) The Working Capital Schedule shall set forth the (x) Current Assets and Current Liabilities of Sellers existing as of the opening of business on the Closing Date, (y) extent to which such Current Liabilities exceed Current Assets as of the opening of business on the Closing Date, and (z) the amount that such excess was less than or greater than the Reference Number. For clarification purposes, Schedule 2.03(f) sets forth the format for the Working Capital Schedule.

(g) In the event the Purchase Price Adjustment (as finally determined in accordance with the provisions set forth above) differs from the Initial Adjustments Amount:

(i) if the Current Liabilities minus Current Assets plus the Initial Adjustments Amount (if the Initial Adjustments Amount was made in Sellers' favor) or minus the Initial Adjustments Amount (if the Initial Adjustments Amount was made in Buyer's favor) (the "Final Calculation") is less than the Reference Number, then Buyer shall pay to Sellers the amount by which the Reference Number exceeds the Final Calculation; and

(ii) if the Final Calculation is greater than the Reference Number, then Sellers shall pay to Buyer the amount by which the Final Calculation exceeds the Reference Number.

All payments hereunder shall be paid promptly (within five business days) in immediately available funds. All references in this Section 2.03(g) to Current Liabilities or Current Assets shall be to the Current Liabilities or Current Assets, as the case may be,

set forth in the Working Capital Schedule as finally determined in accordance with this Section 2.03.

(h) Current Assets shall mean: all PCS Assets of a type determined in accordance with GAAP as of the Closing Date to be "deposits" or "prepaid expenses," provided that such prepaid expenses shall not include prepaid insurance.

(i) Current Liabilities shall mean all liabilities, obligations and commitments that relate to the PCS Assets and are of a type determined to be "current liabilities" in accordance with GAAP as of the Closing Date, and shall for purposes hereof include the Clearance Liabilities whether or not they constitute current liabilities in accordance with GAAP.

2.04 Payment of Purchase Price and Assumption of Liabilities. On the Closing Date, Buyer shall (i) pay towards the Purchase Price, to Sellers, an amount equal to the Preliminary Purchase Price, minus the FCC Payoff Amount, minus the amount of the Escrow Deposit, and less or plus the amount of any Initial Adjustments Amount (the "Sellers' Closing Payment"), payable by wire transfer of immediately available funds to such account(s) as Sellers shall designate prior to the Closing Date, (ii) pay to the FCC, the FCC Payoff Amount, payable by wire transfer of immediately available funds to such accounts(s) as the FCC shall designate prior to the Closing Date, and (iii) assume and agree to pay, discharge and perform the Assumed Liabilities as and when due in accordance with the assumption agreement attached as Exhibit C hereto (the "Assumption Agreement").

2.05 Escrow.

(a) Deposit in Escrow. Concurrently with the Closing, Buyer shall deposit in escrow (the "Escrow Deposit") with the Escrow Agent \$60,000,000 (such amount and any proceeds and including interest accrued thereon and any additions, substitutions or other property in which the same may be invested to be referred to herein as the "Escrow Fund"), to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement. The Escrow Fund shall be used to satisfy the Sellers' obligations to indemnify and hold the Indemnified Buyer Parties harmless pursuant to Article 10 of this Agreement.

(b) Settlement of Escrow. To the extent that the Escrow Fund has not been distributed to the Indemnified Buyer Parties pursuant to the terms of the Escrow Agreement and to the extent the Escrow Fund is not required to be retained by the Escrow Agent in connection with any pending claims as provided for by the Escrow Agreement, a portion of the Escrow Fund shall be distributed to the Sellers on the first business day following the six month anniversary of the Closing Date, and the remainder of the Escrow Fund shall be distributed to the Sellers on the first business day following the first anniversary of the Closing Date, all in accordance with the terms of the Escrow Agreement.

2.06 Sales and Transfer Taxes. Sellers (collectively) and Buyer shall each pay or cause to be paid at the Closing or, if due thereafter, promptly when due, one-half of the sum of all sales, use, transfer and documentary taxes applicable to the transfer of the PCS Assets to Buyer at Closing.

### 3. Representations and Warranties of Sellers.

To induce Buyer to enter into this Agreement, Sellers represent and warrant to Buyer as follows:

3.01 Organization and Authority of Sellers. Each Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

#### 3.02 Legal Capacity; Approvals and Consents.

(a) Authority and Binding Effect. Subject to Section 9.02 hereof and the consents and approvals set forth on Schedule 3.02, Sellers have all requisite power and authority to execute, deliver and perform this Agreement. Sellers have duly taken all limited liability company and member actions necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been, and the Ancillary Documents will be, duly executed and delivered by Sellers, and this Agreement is, and the Ancillary Documents will be, the valid and binding obligation of Sellers, enforceable against each of them in accordance with their terms, except as such enforceability may be affected by laws of bankruptcy, insolvency, reorganization and creditors' rights generally and by the availability of equitable remedies.

(b) No Breach. Subject only to obtaining the consents and approvals set forth on Schedule 3.02, the execution, delivery and performance of this Agreement does not and will not, and the execution, delivery and performance of the Ancillary Documents will not, (i) contravene or conflict with the relevant organizational documents of Sellers, (ii) violate, breach or conflict with any provision of or constitute a default under or permit the termination, suspension, modification or impairment of any PCS License, Law, Judgment, or Material Contract to which any of Sellers is a party or by which any of Sellers or any of the PCS Assets is subject or bound; or (iii) create or impose any Encumbrance upon any of the PCS Assets other than a Permitted Encumbrance, except, in the case of clauses (ii) through (iii) above, for those exceptions which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Required Consents. Other than approvals and filings under the HSR Act and Rules, the consent of the FCC to the assignment of the PCS Licenses and the consent of the parties listed in Schedule 3.02, there are no parties whose approval or consent, or with whom the filing of any certificate, notice, application, report or other document, is legally or contractually required or otherwise is necessary in connection with the execution, delivery or performance of this Agreement by Sellers, except (i) notice filings required to be made in certain states which Sellers covenant shall be made and (ii) where failure to obtain such consent or approval or failure to make such filing would not reasonably be expected to have a Material Adverse Effect.

3.03 Tax Matters. Sellers have duly filed all material Federal, state, local and foreign income, information, franchise, sales, use, property, excise and payroll and other tax returns or reports (herein "Tax Returns") required to be filed by Sellers on or prior to the date hereof. All material taxes, fees and assessments that are shown on such Tax Returns as due or payable by Sellers on or before the date hereof and that might result in an Encumbrance upon any of the PCS

Assets have been duly paid. Except as set forth in Schedule 3.03, Sellers have received no notice or assessment to the effect that there is any unpaid tax, interest, penalty or addition to tax due or claimed to be due from Sellers in respect of such Tax Returns; Sellers have received no notice of the assertion or threatened assertion of any Encumbrances with respect to any PCS Assets on account of any unpaid taxes; and no audits of such Tax Returns by any Governmental Authority are pending or, so far as Sellers know, threatened. None of the Sellers is a corporation for Federal income tax purposes. Each Seller which is a disregarded entity for Federal income tax purposes is neither (i) directly owned by an entity which is a corporation for Federal income tax purposes, nor (ii) indirectly wholly owned by an entity which is a corporation for Federal income tax purposes.

3.04 PCS Assets.

(a) Title; Encumbrances. Sellers have, or will have at Closing: (i) good, valid and marketable title to all of the tangible personal property and fixtures and Real Property owned in fee included in the PCS Assets and (ii) the right and authority (subject to the required consents specified herein) to transfer to Buyer all of Sellers' right, title and interest in and to the other property or rights included in the PCS Assets, in each instance free and clear of any Encumbrances or defects in title except Permitted Encumbrances.

(b) Real Property. Schedule 3.04(b) sets forth a list of all Real Property owned or leased by Sellers that is included in the PCS Assets.

(c) Condition of Tangible Assets. All of the tangible PCS Assets, including without limitation all network equipment, are in good working condition and repair, subject to normal wear and maintenance.

(d) Environmental Matters. Except as disclosed in Schedule 3.04(d), (i) to the knowledge of Sellers, the PCS Assets comply with applicable Environmental Laws; (ii) to the knowledge of Sellers, Sellers have obtained all Environmental Permits which are required to operate the PCS Assets; (iii) Sellers have not received any written notice from any Governmental Authority alleging that the PCS Assets are in violation of, or require remediation under, any applicable Environmental Law; (iv) to the knowledge of Sellers, the PCS Assets are not the subject of any court order, administrative order, notice, demand letter, investigation or decree arising under any Environmental Law; (v) to the knowledge of Sellers, except in compliance with Environmental Laws, there has been no release, generation, storage, discharge or disposal of any Hazardous Substances at, to or from the PCS Assets as a result of any actions or omissions by Persons other than Sellers, and (vi) except in compliance with Environmental Laws, there has been no release, generation, storage, discharge or disposal of any Hazardous Substances at, to or from the PCS Assets as a result of any actions or omissions by Sellers.

(e) PCS Licenses. Exhibit A sets forth a list of all PCS Licenses. Each of the PCS Licenses is valid and in full force and effect. Sellers are in compliance with the terms and conditions of all such PCS Licenses except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. Except as disclosed in Schedule 3.04(e), Sellers have not received any notice of any claimed or purported default with respect to any PCS License and there are no proceedings pending, or, to the

knowledge of Sellers, threatened, to cancel, modify or change any such PCS License, except in each case as would not reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 3.04(e), Sellers have submitted to the FCC all filings and payments that are required under the rules and regulations of the FCC. Sellers have made available to Buyer copies of all reports and filings since January 1, 2002, made or filed pursuant to FCC rules and regulations.

(f) Microwave Clearance Liabilities. Except for such liabilities and obligations as are set forth on Schedule 3.04(f), to the knowledge of Sellers, no Clearance Liabilities will be due and payable as of the Closing Date.

(g) Material Contracts. Schedule 3.04(g) identifies all Material Contracts in effect on the date of this Agreement. "Material Contracts" means any contract, mortgage, deed of trust, bond, indenture, lease, license (other than the PCS Licenses), note, certificate, option, warrant, right or other instrument, document or agreement to which any of Sellers is a party or by which any of the Sellers or the PCS Assets are bound that does not relate exclusively to the Excluded Assets and that (i) requires in any calendar year payments aggregating \$25,000 or more, (ii) cannot be terminated within six months without penalty, or (iii) is related to cell site or tower rental, retail, reseller or roaming services, agency, distribution or similar arrangements, interconnection or political contributions. Except as set forth on Schedule 3.04(g), Sellers have made available to Buyer true, accurate and complete copies of each such Material Contract, including all amendments thereto.

(h) Compliance with Law. Except as set forth in Schedule 3.04(h), the PCS Assets are owned and used by Sellers in compliance with all applicable laws, regulations and other requirements of Governmental Authorities, PCS Licenses and Material Contracts except where the violation of any of the foregoing would not reasonably be expected to have a Material Adverse Effect, including, but not limited to, compliance in all material respects with the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder.

### 3.05 Labor Contracts and Actions.

(a) No Seller is a party to any contract with any labor organization, nor has any Seller agreed to recognize any union or other collective bargaining unit, nor has any union or other collective bargaining unit been certified as representing any of the employees of any Seller with respect to the operation of the PCS Assets, and no organizational effort is being made or, to the knowledge of Sellers, is threatened by or on behalf of any labor union or any employee with respect to the PCS Operations.

(b) As of the date of this Agreement, no Seller is experiencing any strikes, work stoppages, significant grievance proceedings or, to the knowledge of Sellers, claims of unfair labor practices filed with respect to the PCS Operations.

3.06 Employee Benefits and Arrangements. Under no circumstances (other than Buyer's voluntary assumption of such liability) will Buyer have any liability for benefits or otherwise under any Seller Employee Benefit Plan, and neither any Seller nor any ERISA Affiliate has agreed with or represented to any third party (including, but not limited to current or

former employees) that any buyer or transferee of the PCS Assets will assume or be liable for any benefits or compensation obligations under any Seller Employee Benefit Plan.

3.07 Defaults. Except as set forth in Schedule 3.07, there are no defaults by Sellers under any of the Material Contracts (nor have Sellers received written notice of a threatened default or notice of default) which could reasonably be expected to have a Material Adverse Effect.

3.08 Legal and Governmental Proceedings and Judgments. Except as may affect the PCS industry generally in the United States, or as set forth on Schedule 3.08, there is no legal action or proceeding pending or, to the knowledge of Sellers, any investigation pending or threatened against Sellers or the PCS Assets, nor is there any Judgment outstanding against Sellers or to or by which Sellers or the PCS Assets is subject or bound, which (i) results in any modification, termination, suspension, impairment or reformation of any PCS License or Contract or any right or privilege thereunder in a manner that could reasonably be expected to have a Material Adverse Effect or (ii) materially adversely affects the ability of Sellers to consummate any of the transactions contemplated hereby.

3.09 Insolvency. None of the Sellers has initiated any insolvency or bankruptcy proceeding.

3.10 Finders and Brokers. Sellers have employed the broker or brokers named in Schedule 3.10 in the sale provided herein and will pay and discharge the claim thereof for commission or expense reimbursement in connection therewith. Sellers have not entered into any other contract, arrangement or understanding with any Person or firm, nor are they aware of any claim or basis for any claim based upon any act or omission of Sellers or any of their affiliates which may result in the obligation of Buyer to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

3.11 Books of Account; Pro Forma Balance Sheet; Indebtedness.

(a) With respect to the PCS Operations, the books of account and related records of Sellers fairly reflect in all material respects in reasonable detail their assets, liabilities and results of operations on a consistent basis. Sellers have not engaged in any operations or used funds of Sellers with respect to the PCS Operations except for operations or funds that have been and are reflected in all material respects in the normally maintained books and records of Sellers.

(b) Set forth in Schedule 3.11(b) is a true and complete copy of the Pro Forma Balance Sheet for Northcoast Communications, L.L.C. on September 30, 2002 (the "Pro Forma Balance Sheet"). The Pro Forma Balance Sheet includes all of the assets of Sellers that are utilized principally by the PCS Operations and all of the liabilities of the Sellers that relate principally to the PCS Operations on September 30, 2002, to the extent that such assets and liabilities are required to be reflected thereon pursuant to GAAP (except that footnote disclosure normally presented in financial statements prepared in accordance with GAAP has been condensed or omitted), and do not reflect any other assets or liabilities.

(c) Schedule 3.11(c) sets forth a true and complete list of all liabilities for indebtedness for borrowed money related to the PCS Assets, including the name of the lender and the amount of principal owed as of September 30, 2002.

3.12 Material Changes. Except as disclosed on Schedule 3.12, since September 30, 2002, no event has occurred that would be reasonably likely to have a Material Adverse Effect.

3.13 Intellectual Property. Except as disclosed on Schedule 3.13, (i) in conducting the PCS Operations as presently conducted, to the knowledge of Sellers, none of the Sellers, nor any of their affiliates, is infringing upon or unlawfully or wrongfully using any patent, trademark, trade name, service mark, copyright or any other form of intellectual property or, to the knowledge of Sellers, any trade secret, owned or claimed by another and (ii) no Seller is in default under, or has received any written notice of any claim of infringement or any other claim or proceeding relating to, any such patent, trademark, trade name, service mark, copyright, trade secret or any other form of intellectual property or any agreement relating thereto.

#### 4. **Representations and Warranties of Buyer.**

To induce Sellers to enter into this Agreement, Buyer represents and warrants to Sellers as follows:

4.01 Organization and Authority of Buyer. Buyer is a general partnership duly organized and validly existing under the laws of the State of Delaware.

4.02 Legal Capacity; Approvals and Consents.

(a) Authority; Binding Effect. Buyer has all requisite power and authority to execute, deliver and perform this Agreement. Buyer has duly taken all actions necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been, and the Ancillary Documents will be, duly executed and delivered by Buyer, and this Agreement is, and the Ancillary Documents will be, the valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as such enforceability may be affected by laws of bankruptcy, insolvency, reorganization and creditors' rights generally and by the availability of equitable remedies.

(b) No Breach or Violation. The execution, delivery and performance of this Agreement does not and will not, and the execution, delivery and performance of the Ancillary Documents will not, (i) contravene or conflict with the relevant organizational documents of Buyer or (ii) violate, breach or conflict with or result in a breach or violation by Buyer of, or constitute a default under, any Law, Judgment, material contract, arrangement or understanding to which Buyer is a party or by which Buyer is subject or bound except, in the case of clause (ii), for those exceptions which would not, individually or in the aggregate, reasonably be expected to be material.

4.03 Legal and Governmental Proceedings and Judgments. There is no legal action, proceeding, investigation or controversy pending or, to the knowledge of Buyer, threatened against or otherwise involving Buyer, nor are there any Judgments outstanding against Buyer or to or by which Buyer is, or may be, subject or bound which materially adversely affect the ability of Buyer to consummate any of the transactions contemplated hereby.

4.04 Finders and Brokers. Buyer has not entered into any contract, arrangement or understanding with any Person, and is not aware of any claim or basis for any claim based upon any act or omission of Buyer or any of its affiliates, which may result in the obligation of Sellers to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

4.05 Buyer Consents. Other than approvals and filings as required under the HSR Act and Rules, the consent of the FCC to the transfer of the PCS Licenses or as set forth on Schedule 4.05, no consent, order, authorization, waiver, approval or any other action by, or registration, declaration or filing with, any third party or Governmental Authority is required for Buyer to execute and deliver this Agreement and consummate the transactions contemplated hereby except (i) for notice filings required to be made in certain states which Sellers covenants shall be made and (ii) where failure to obtain such consent or approval or failure to make such filing would not reasonably be expected to be material.

4.06 Insolvency. Buyer has not initiated any insolvency or bankruptcy proceeding.

4.07 Acquisition of Rights. Buyer is not aware of, and has no reason to believe there is, any reason relating to Buyer that any Governmental Authority whose consent is required or contemplated hereunder, would refuse to consent to the transfer of the PCS Licenses or the other PCS Assets to Buyer hereunder or would condition granting of any such consent on the performance by Sellers or Buyer of any material obligation not expressly set forth herein.

4.08 Buyer's Financial Capability. Buyer has the financial capability, including all financing, necessary to consummate the transactions contemplated in this Agreement and pay the Purchase Price.

## 5. Covenants Pending Closing.

5.01 Business of Sellers. From the date hereof to the Closing Date, and except as otherwise consented to or approved by Buyer in writing (which consent shall not be unreasonably withheld or delayed), Sellers covenant and agree as follows:

(a) Business in Ordinary Course. Except as otherwise provided herein, Sellers shall conduct the PCS Operations in the ordinary course, consistent with past practices, and will not engage in any material transaction, including, without limitation, entering into or amending in any material respect any PCS License or Contract, other than in the ordinary course of business, nor change in any material respect its business policies or practices. Subject to the foregoing, and except as otherwise provided herein, Sellers shall use their reasonable commercial efforts to preserve the PCS Assets, including the PCS Licenses, intact. Sellers shall pay before delinquent all taxes and other charges upon or against Sellers or any of their properties or income, file when due all tax returns and other reports required by Governmental Authorities and pay when due all liabilities except those which they choose to contest in good faith and by appropriate proceedings. Sellers shall maintain their right and interest in and the validity of, the PCS Licenses, and shall not engage in any action or omit to take any action which would be reasonably likely to result in a material adverse effect on the PCS Licenses. Sellers shall comply with all laws, rules and regulations applicable to the PCS Licenses except to the



extent that any non-compliance would not be reasonably likely to have a Material Adverse Effect. Sellers shall promptly provide Buyer with copies of all applications or other correspondence to the FCC and any notices, orders or correspondence received from the FCC with respect to the PCS Licenses.

(b) Litigation During Interim Period. Sellers will advise Buyer in writing promptly of the assertion, commencement or threat of any claim, litigation, labor dispute, proceeding or investigation in which any Seller is a party or by which the PCS Assets may be affected and which could reasonably be expected to have a Material Adverse Effect or which relates to the transactions contemplated hereby.

(c) Material Contracts. Sellers shall deliver to Buyer copies of all Material Contracts that are entered into after the date hereof and prior to the Closing, promptly after their execution and delivery by all the parties thereto.

5.02 Access to Information. Between the date of this Agreement and the Closing, Buyer shall have reasonable access during normal business hours to the employees, properties, books, reports, records, PCS Licenses and Contracts of Sellers, and Sellers shall furnish Buyer with all information it may reasonably request. All information obtained by Buyer pursuant to this Agreement and in connection with the negotiation hereof shall be used by Buyer solely for purposes related to this Agreement and the acquisition of the PCS Assets and, in the case of non-public information, shall, except as may be required for the performance of this Agreement or by Law, be kept in strict confidence by Buyer in accordance with the terms of the Confidentiality Agreement dated September 18, 2002, between Buyer and Northcoast.

5.03 Non-solicitation. Prior to the Closing, none of the Sellers shall, directly or indirectly, sell, agree to sell, solicit inquiries or proposals or furnish any non-public information with respect to a sale or inquiry or proposal for sale, or initiate or participate in any negotiations or discussions whatsoever concerning any acquisition or purchase of, outside of the ordinary course of business, any or all of the PCS Assets. The Sellers shall instruct their officers,, affiliates, employees and agents to refrain from doing any of the above.

5.04 Certain Employee Matters.

(a) For the avoidance of doubt, Buyer does not intend to, and will not, offer employment to any employees of the Sellers or their affiliates in connection with the consummation of the transactions contemplated hereby, and nothing contained in this Agreement shall confer upon any employees of Sellers or their affiliates any right with respect to continued employment by any Seller or any affiliate of a Seller or to commence employment with Buyer or any affiliate of Buyer.

(b) Sellers shall deliver any notice required under COBRA as a result of the termination of any of their employees.

5.05 Transferring Subsidiaries. To the extent any of the PCS Assets are owned by subsidiaries of Northcoast other than Boston LLC, New York LLC or Cleveland PCS, LLC, Northcoast, Boston LLC and New York LLC shall cause such subsidiaries to sell, convey, transfer, assign and deliver all of such subsidiaries' right, title and interest to such PCS Assets to Buyer at the Closing. Each such subsidiary shall be deemed a "Seller" for purposes hereof.

5.06 Termination of Cell Site Leases.

(a) Notwithstanding Sections 5.01(a) and 9.03, Sellers shall be permitted to deliver to Buyer written notice (a "Cancellation Notice") of its intent to terminate any cell site lease at least ten (10) business days prior to the date Sellers intend to notify the landlord for such cell site lease of its intent to effect a termination thereof. Buyer shall, within five (5) business days of the delivery of such notice, notify Sellers in writing if it objects to such termination.

(b) If Buyer does not timely object to Sellers' determination to effect such a termination, Buyer shall be deemed to have accepted Seller's intent to effect such a termination, and Seller may terminate such cell site lease in a manner which does not result in any additional liability to Buyer.

(c) If Buyer timely objects to the proposed termination of such cell site lease, Sellers shall not effect such termination, and Buyer shall reimburse Sellers for all expenses under such cell site lease from the date Buyer delivered a Cancellation Notice through and until the Closing Date. Buyer and Sellers shall cooperate in obtaining any consent needed to effectuate the assignment of the lease for such cell site to Buyer at the Closing. In the event Buyer is unable to obtain such consent, such lease shall not be assigned to Buyer at Closing and Sellers may elect to either terminate such cell site lease or to cooperate with Buyer in any commercially reasonable arrangement designed to provide the benefits of such cell site lease to Buyer with Buyer reimbursing Sellers for their costs incurred in providing such benefits.

(d) Sellers shall not be deemed to have breached any representation or warranty, set forth in Sections 3.02(b), 3.04(a), 3.04(b), 3.04(g) or 3.12 as a result of the termination of any cell site lease, provided that Sellers have complied with this Section 5.06.

6. Deliveries at Closing.

6.01 Deliveries by Sellers. At the Closing, Sellers will deliver or cause to be delivered to Buyer:

(a) such warranty deeds, bills of sale, endorsements, and other good and sufficient instruments of conveyance, transfer and assignment as are necessary to vest in Buyer the right, title and interest of Sellers in accordance herewith in and to the PCS Assets in a form reasonably satisfactory to Buyer, which shall include, without limitation, a bill of sale and general assignment, substantially in the form of Exhibit D hereto (the "Bill of Sale and General Assignment"), duly executed by Sellers.

(b) The Assumption Agreement, substantially in the form of Exhibit C hereto, duly executed by Sellers.

(c) A certificate signed by a principal officer of each Seller, dated as of the Closing, representing and certifying to Buyer as to the matters set forth in Sections 7.03 and 7.04.

(d) Evidence in a form and substance reasonably satisfactory to Buyer that the consents and approvals listed in Schedule 3.02 as required as conditions to the transactions contemplated hereunder have been obtained.

(e) An opinion as to FCC matters substantially in the form set forth as Exhibit E hereto.

(f) An opinion of counsel reasonably satisfactory to Buyer addressed to Buyer, in form reasonably satisfactory to Buyer, containing customary provisions and qualifications as to the organization of Sellers, the authorization of this Agreement by Sellers, the due execution and delivery of this Agreement by Sellers and the enforceability of this Agreement against Sellers.

(g) An affidavit from each Seller (or, for each Seller which is a disregarded entity for Federal income tax purposes, from the applicable owner of such Seller which is not a disregarded entity) stating, under penalty of perjury, such Person's United States taxpayer identification number and that such Person is not a foreign person, pursuant to section 1445(b)(2) of the Internal Revenue Code.

(h) One or more clearance certificates or similar documents which are required by any state taxing authority in order to relieve Buyer of any obligation to withhold any portion of the Purchase Price; provided, that this requirement shall apply only to the extent that the failure to obtain such a certificate or similar document would violate state law.

6.02 Deliveries by Buyer to Sellers. At the Closing, Buyer will deliver or cause to be delivered to Sellers:

(a) The Preliminary Purchase Price less the FCC Payoff Amount less the Escrow Deposit plus or minus the Initial Adjustments Amount as provided in Section 2.02.

(b) The Bill of Sale and General Assignment, substantially in the form of Exhibit B hereto, duly executed by Buyer.

(c) The Assumption Agreement, substantially in the form of Exhibit A hereto, duly executed by Buyer.

(d) A certificate signed by a principal officer of Buyer, dated as of the Closing, representing and certifying to Sellers as to the matters set forth in Sections 8.03 and 8.04.

(e) Evidence in a form and substance reasonably satisfactory to Sellers that the consents and approvals referred to in Section 4.05 have been obtained.

(f) An opinion of counsel reasonably satisfactory to Sellers (it being understood that either of Messrs. Jonathan Ratner or Steven Jackman is acceptable for these purposes) addressed to Sellers, in form reasonably satisfactory to Sellers, containing customary provisions and qualifications as to the organization of Buyer, the

authorization of this Agreement by Buyer, the due execution and delivery of this Agreement by Buyer and the enforceability of this Agreement against Buyer.

6.03 Additional Deliveries by Buyer and Sellers.

(a) At the Closing, Buyer and Sellers will deliver or cause to be delivered to each other and to the Escrow Agent, the Escrow Agreement, duly executed by Buyer or the Sellers, as the case may be, and Buyer shall deliver to the Escrow Agent the Escrow Deposit.

(b) At the Closing, Buyer shall pay the FCC Payoff Amount to the FCC.

7. Conditions to the Obligations of Buyer.

The obligations of Buyer to complete the transactions provided for herein are subject to the fulfillment of all of the following conditions, any of which may be waived in writing by Buyer:

7.01 Receipt of Consents. The conditions specified in Section 9.02 shall have been satisfied and all of the approvals and consents described in Schedule 4.05 required as conditions to the Closing shall have been obtained and shall be in full force and effect. The FCC's consent to the assignment of the PCS Licenses from Sellers to Buyer shall have become a Final Order, and shall not contain any restrictions, conditions or limitations that are material and adverse, other than any such restrictions, conditions or limitations imposed as a result of any actions or omissions of Buyer or any of its affiliates.

7.02 Sellers' Authority. All actions under the documents governing Sellers necessary to authorize (i) the execution and delivery of this Agreement by Sellers and the performance by Sellers of their obligations under this Agreement and (ii) the consummation of the transactions contemplated hereby, shall have been duly and validly taken by Sellers and shall be in full force and effect on the Closing Date.

7.03 Performance by Sellers. Sellers shall have performed in all material respects their agreements and covenants hereunder (including, without limitation, their covenants in Articles 5 and 6) to the extent such are required to be performed at or prior to the Closing.

7.04 Absence of Breach of Warranties and Representations. The representations and warranties of Sellers contained in this Agreement shall be true and correct in all respects (disregarding the terms "material," "materially," "materiality," "in all material respects," "material adverse effect," "Material Adverse Effect" or similar qualifications as to materiality contained therein) on and as of the Closing Date with the same force and effect as if made on and as of such date, except (i) to the extent that such representations and warranties describe a condition on a specified time or date or are affected by the conclusion of the transactions permitted or contemplated hereby or the conduct of the Sellers' business insofar as it relates to the PCS Assets in accordance with Article 5 hereof between the date hereof and the Closing Date, or (ii) where the failure of such representations and warranties to be true and correct, individually or in the aggregate, does not have, has not had and would not reasonably be expected to have, a Material Adverse Effect.

7.05 Absence of Proceedings. No Judgment shall have been issued, and no action or proceeding shall have been instituted by any Governmental Authority, enjoining or preventing the consummation of the transactions contemplated hereby or which has had or would be reasonably likely to have a Material Adverse Effect.

7.06 Repayment of Indebtedness. At or prior to the Closing, Sellers shall have repaid or caused to repaid and discharged all indebtedness for borrowed money of Sellers relating to the PCS Assets other the FCC Payoff Amount.

7.07 FCC Payoff Letter. The FCC shall have issued the FCC Payoff Letter prior to Closing, and the Sellers shall have provided Buyer with a copy of such FCC Payoff Letter.

## **8. Conditions to the Obligations of Sellers.**

The obligations of Sellers to complete the transactions provided for herein are subject to the fulfillment of all of the following conditions, any of which may be waived in writing by Sellers:

8.01 Receipt of Consents. The conditions specified in Section 9.02 shall have been satisfied and all of the approvals and consents described in Schedule 3.02 required as conditions to the Closing shall have been obtained and shall be in full force and effect. The FCC's consent to the assignment of the PCS Licenses from Sellers to Buyer shall have become a Final Order.

8.02 Buyer's Authority. All actions under the documents governing Buyer necessary to authorize (i) the execution and delivery of this Agreement by Buyer and the performance by Buyer of its obligations under this Agreement and (ii) the consummation of the transactions contemplated hereby, shall have been duly and validly taken by Buyer and shall be in full force and effect on the Closing Date.

8.03 Performance by Buyer. Buyer shall have performed in all material respects all covenants and agreements to be performed by it hereunder to the extent such are required to be performed at or prior to the Closing.

8.04 Absence of Breach of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all respects (disregarding the terms "material," "materially," "materiality," "in all material respects," "material adverse effect" or similar qualifications as to materiality contained therein) on and as of the Closing Date with the same force and effect as if made on and as of such date, except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, was not, is not and would not reasonably be expected to be material.

8.05 Absence of Proceedings. No Judgment shall have been issued, and no action or proceeding shall have been instituted by any Governmental Authority, enjoining or preventing the consummation of the transactions contemplated hereby.

8.06 Repayment of Indebtedness. Buyer shall have paid to the FCC the FCC Payoff Amount.

9. Covenants.

9.01 Compliance with Conditions. Each of the parties hereto covenants and agrees with the other to exercise reasonable commercial efforts to perform, comply with and otherwise satisfy each and every one of the conditions to be satisfied by such party hereunder, and each party shall use reasonable commercial efforts to notify promptly the other if it shall learn that any conditions to performance of either party will not be fulfilled.

9.02 Compliance with HSR Act and Rules.

(a) The performance of the obligations of all parties under this Agreement is subject to the condition that, if the HSR Act and Rules are applicable to the transactions contemplated hereby, the waiting period specified therein, as the same may be extended, shall have expired without action taken to prevent the consummation of the transactions contemplated hereby.

(b) Each of the parties hereto will use its reasonable commercial efforts to comply promptly with any applicable requirements under the HSR Act and Rules relating to filing and furnishing of information to the FTC and the DOJ, the parties' actions to include, without limitation, (i) filing or causing to be filed the HSR Report required to be filed by them, or by any other Person that is part of the same "person" (as defined in the HSR Act and Rules) or any of them, and taking all other action required by the HSR Act or Rules; (ii) coordinating the filing of such HSR Reports (and exchanging mutual information required to be disclosed therein) so as to present both HSR Reports to the FTC and the DOJ at the time selected by the mutual agreement of Sellers and Buyer, and to avoid substantial errors or inconsistencies between the two in the description of the transaction; and (iii) using their reasonable commercial efforts to comply reasonably promptly with any additional request for documents or information made by the FTC or the DOJ or by a court and assisting the other parties to so comply.

(c) Notwithstanding anything herein to the contrary, in the event that the consummation of the transactions contemplated hereby is challenged by the FTC or the DOJ by an action to stay or enjoin such consummation, then either Buyer or Sellers shall have the right to terminate this Agreement unless the party seeking such termination has materially breached its obligations under this Agreement, and unless the other of such parties, at its sole cost and expense, elects to contest such action, in which case the noncontesting party shall cooperate with the contesting party and assist the contesting party, as reasonably requested, to contest such action until such time as either party terminates this Agreement under this Section or Article 12. In the event that such a stay or injunction or a temporary restraining order is granted (preliminary or otherwise) by a Federal court then either Buyer or Sellers may terminate this Agreement by prompt written notice to the other. To effectuate the intent of the foregoing provisions of this Section 9.02, the parties agree to exchange requested or required information in making the filings and in complying as above provided, and the parties agree to take all necessary steps to preserve the confidentiality of the information set forth in any filings including, without limitation, limiting disclosure of exchanged information to counsel for the nondisclosing party, provided that the parties shall not be required to disclose to each other confidential information regarding the valuation of the PCS Assets, it being understood that the foregoing shall not restrict the disclosure of such information on a

confidential basis to the other parties' outside counsel or up to two in-house counsel with responsibility for regulatory approval of the transaction.

9.03 Application for Assignment of Contracts and PCS Licenses. Subject to Sellers' right to terminate cell site leases pursuant to Section 5.06, in order to secure requisite consents or approvals of the assignments to Buyer of the Contracts and PCS Licenses, Sellers shall proceed as promptly as practicable and in good faith and using reasonable commercial efforts, to prepare, file and prosecute such application or applications as may be necessary to obtain each consent or approval of the assignments of Contracts to Buyer that by its terms requires such consent, and Buyer and Sellers shall proceed as promptly as practicable and in good faith and using reasonable commercial efforts, to prepare and file no later than 10 business days after the date hereof and prosecute such application or applications as may be necessary to obtain each consent or approval of the FCC of the assignments of the PCS Licenses to Buyer. Buyer and Sellers shall use reasonable commercial efforts to promptly assist each other and shall take such prompt and affirmative actions as may be reasonably necessary in obtaining such approvals and shall cooperate with each other in the preparation, filing and prosecution of such applications as may be reasonably necessary, and agree to furnish all information required by the approving entity, and to be represented at such meetings or hearings as may be scheduled to consider such applications. In the event that at any time after the date hereof Buyer or Sellers, or any of their respective affiliates, take any action or enter into any transaction that would have the effect of materially impeding, delaying or preventing the receipt of any regulatory approvals necessary to effect the assignments to Buyer of the Contracts and the PCS Licenses pursuant to this Agreement, such party or parties shall use its or their best efforts to eliminate or otherwise mitigate as fully as possible any such adverse effect on obtaining such approvals.

9.04 Records, Taxes and Related Matters. Sellers and Buyer shall each make their respective books and records (including work papers in the possession of their respective accountants) available for inspection by the other parties, or by their duly authorized representatives, for reasonable business purposes at all reasonable times during normal business hours, for a seven-year period after the Closing Date with respect to all transactions relating to the PCS Assets occurring prior to or relating to the Closing, and the historical financial condition, assets, liabilities, results of operations and cash flows of the business conducted in connection with PCS Assets for any period prior to the Closing. In the case of records owned by Sellers, such records shall be made available at the relevant Seller's executive office, and in the case of records owned by Buyer, such records shall be made available at the office at which such records are maintained. As used in this Section 9.04, the right of inspection includes the right to make copies for reasonable business purposes.

9.05 Non-Assignment. Notwithstanding any provision to the contrary contained herein (but not in limitation of Sellers' obligations under Section 9.03 or the conditions set forth in Section 7.01) but subject to Sellers' right to terminate cell site leases pursuant to Section 5.6, Sellers shall not assign to Buyer at Closing any Contract which provides that it may not be assigned without the consent of the other party thereto and for which such consent is not obtained, but in any such event, Sellers shall, to the extent reasonably necessary and at Buyer's cost, cooperate with Buyer in any commercially reasonable arrangement designed to provide the benefits thereof to Buyer.

9.06 Access by Sellers. Subsequent to the Closing, Buyer shall preserve and provide Sellers reasonable access during normal business hours to all of the books, reports, records, PCS

Licenses and Contracts from files and records transferred to Buyer at the time of Closing, for the purposes of the preparation of tax returns, the defense of any claims asserted or which may be asserted with respect to which any Seller is the Indemnitor as contemplated by the Agreement, or other proper business purposes. Buyer shall give Sellers prior written notice of any intended destruction or disposal of any such books, reports, records, PCS Licenses and Contracts and, at Sellers' request, shall deliver any such books, reports, records, PCS Licenses and Contracts to Sellers, provided that Sellers shall reimburse Buyer for any out-of-pocket expenses incurred for copying and shipping.

10. **Survival of Representations, Warranties, Covenants and Other Agreements; Indemnification.**

10.01 Survival of Representations and Warranties. All representations and warranties made by the parties in this Agreement shall survive the Closing for a period of one year, and shall thereafter terminate. Any claim by an Indemnitee against Sellers based upon breach of any such representation or warranty made pursuant to this Article 10 must be submitted to the Indemnitor prior to or at the expiration of the survival period, and in the case of claims for indemnification against Sellers, in accordance with the terms and provisions of the Escrow Agreement. There shall be no remedy, under this Agreement or otherwise, for any claim made by an Indemnitee for breaches of representations or warranties following the survival period. In the case of any claim submitted within such time period, the right of the Indemnitee to recover from the Indemnitor with respect to such claim shall not be dependent on the claim being resolved or the Losses being incurred within such time period. Notwithstanding any investigation or audit conducted before or after the Closing or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties, covenants and agreements set forth herein. The waiver of any condition regarding the accuracy of any representation or warranty, regarding the performance of or compliance with any covenant or obligation or regarding any other matter, will not affect the right of indemnification of the waiving party after the Closing based on the inaccuracy of such representation or warranty or the nonperformance of or noncompliance with such covenant or obligation, provided, however, that Buyer shall promptly notify Sellers following its discovery (through actual knowledge) of such inaccuracy of such representation or warranty or such nonperformance of or noncompliance with such covenant or obligation.

10.02 Indemnification by Sellers.

(a) Indemnity. Subject to Section 10.01, and Section 10.02(b), Sellers agree to indemnify, defend and hold harmless Buyer and its affiliates and their respective shareholders, directors, officers, members, partners, employees, agents, successors and assigns (an "Indemnified Buyer Party"), for, from and against all losses, damages, liabilities, deficiencies or obligations, including, without limitation, all claims, actions, suits, proceedings, demands, judgments, assessments, fines, interest, penalties, costs and expenses (including, without limitation, settlement costs and reasonable legal fees) (collectively, "Losses") to which they may become subject, incur or suffer as a result of (i) the Excluded Liabilities, (ii) any and all misrepresentations or breaches of a representation or warranty of Sellers set forth in Article 3, or (iii) the nonperformance or breach of any covenants or agreements of Sellers contained herein or in the Ancillary Documents. All references to the terms "material," "materially," "materiality," "in all material respects," "Material Adverse Effect" and similar qualifications as to materiality



EXHIBIT A-PCS Licenses

BTA Number	BTA	Block
10	Allentown-Bethlehem-Easton	F
21	Ashtabula	F
23	Athens	F
30	Bangor	F
43	Binghamton	F
48	Bluefield	F
51	Boston	F
65	Canton-New Philadelphia	F
80	Chillicothe	F
82	Clarksburg-Elkins	F
95	Columbus	F
122	East Liverpool-Salem	F
143	Findlay-Tiffin	F
184	Hartford	F
197	Huntington, Ashland	F
201	Hyannis	E
223	Kalamazoo	F
251	Lewiston-Auburn	F
252	Lexington	F
278	Mansfield	F
281	Marion	F
287	Meadville	F
298	Minneapolis-St. Paul	F
317	New Castle	F
318	New Haven-Waterbury-Meriden	F
319	New London-Norwich	F
321	New York	F
351	Pittsfield	F
357	Portland-Brunswick	F
359	Portsmouth	F
361	Poughkeepsie-Kingston	F
364	Providence-Pawtucket, New Bed.	E
379	Rochester	F
380	Rockford	F
403	Sandusky	F
427	Springfield-Holyoke	F
431	Steubenville, Weirton	F
435	Stroudsburg	D
438	Syracuse	F
444	Toledo	E
465	Waterville-Augusta	F
468	Wenatchee	F
471	Wheeling	F
475	Williamsport	F
480	Worcester-Fitchburg-Leominster	F
484	Youngstown-Warren	F
487	Zanesville-Cambridge	F

<b>BTA</b>		
<b>Number</b>	<b>BTA</b>	<b>Block</b>
164	Glens Falls	F
227	Keene	C5
412	Scranton--Wilkes-Barre--Hazlet	F

## ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

This Assignment and Assumption of Agreements ("Assignment") is made as of the 23rd day of May, 2003, between OHIO PCS, LLC, a Delaware limited liability company ("Assignor") with an address at 80 Baylis Road, Melville, New York 11747 and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless ("Assignee") with an address at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921.

### WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 19, 2002 ("Asset Purchase Agreement") pursuant to which Assignor has agreed to sell, assign, transfer, grant, deliver to, set over to and vest in the Assignee, *inter alia*, all of Assignor's right, title and interest in and to the leases, licenses and other agreements identified on Exhibit "A" attached hereto (hereinafter collectively and individually referred to as the "Leases"); and

WHEREAS, the Assignee desires to acquire all of the Assignor's rights under the Leases and assume certain obligations under the Leases, pursuant to and in accordance with the Asset Purchase Agreement,

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound thereby, do hereby covenant and agree as follows:

1. Assignor hereby sells, assigns, transfers, grants, delivers to, sets over to and vests in Assignee, as of the date first written above, all of the Assignor's right, title and interest in, to and under the Leases.
2. Assignee hereby assumes and undertakes to pay, satisfy and discharge all of the obligations and liabilities of Assignor under the Leases arising after the date hereof and attributable to the period after the date hereof.
3. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by either party of any liabilities imposed on the other party by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Assignment and continue in full force and effect for the applicable period set forth in the Asset

Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

4. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
5. This Assignment will be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.

[Balance of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

Ohio PCS, LLC

By: John M. Dolan

Name: JOHN M. DOLAN

Title: MANAGING MEMBER

ASSIGNEE:

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT "A"

## The Leases

1. Site Agreement dated as of October 23, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 501 5<sup>th</sup> Street NW, Massillon, Stark County, Ohio. (Massillon 065.001.2 – SCI ✓ OH-0132)
2. Site Agreement dated as of October 22, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 4585 Aultman Avenue, Greentown, Stark County, Ohio. (North Canton ✓ 065.015.1 – SCI OH-0100)
3. Site Agreement dated as of October 23, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 7000 Crock Street, Louisville, Stark County, Ohio. (Nimishillen 065.021.1 – SCI ✓ OH-1056)
4. Site Agreement dated as of October 2, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 8289 Sherman Church Road, East Sparta, Stark County, Ohio. (Sherman ✓ Church 065.025.1 – SCI OH-0015)
5. Site Agreement dated as of September 28, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 9404 French Hills Road, Bolivar, Tuscarawas County, Ohio. (French Hill ✓ 065.026.1 – SCI OH-0026)
6. Site Agreement dated as of September 24, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 2214 N. Walnut Street, Dover, Tuscarawas County, Ohio. (North Dover ✓ 065.028.1 – SCI OH-0028)
7. Site Agreement dated as of September 28, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 12871 South Cleveland Avenue, Uniontown, Stark County, Ohio. (Uniontown ✓ 065.032.1 – SCI OH-0106)
8. Site Agreement dated as of September 28, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at Marietta Road, Chillicothe, Ross County, Ohio. (Chillicothe North 080.001.1 – ✓ SCI OH-3381)

9. Site Agreement dated as of February 4, 2002, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at Route 50/79, Clarksburg, Harrison County, West Virginia. (Clarksburg-Portapage 082.004.2 – SCI WV-0022)
10. Site Agreement dated as of September 28, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 1050 Polaris Parkway, Columbus, Ohio. (Spectra Polaris 095.004.1.1c – SCI OH-3340)
11. Site Agreement dated as of September 20, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 2875 W. Dublin-Granville Road, Columbus, Franklin County, Ohio. (Linworth 095.013.1.1c – SCI OH-3393)
12. Site Agreement dated as of October 8, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 5440 Hildebrand Road, Columbus, Franklin County, Ohio. (Spectra Sunbury 095.018.1.1c – SCI OH-3312)
13. Site Agreement dated as of September 28, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 810 West Lane, Columbus, Franklin County, Ohio. (NOSU 095.024.1.1c – SCI OH-3303)
14. Site Agreement dated as of October 25, 2001, by and between Southern Towers, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 2035 Innis Road, Columbus, Franklin County, Ohio. (Spectra Innis 095.026.3 – SCI OH-0332)
15. Site Agreement dated as of September 28, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 464 Highland Avenue, Columbus, Ohio. (Spectra Highland 095.035.1.1c – SCI OH-0495)
16. Site Agreement dated as of October 12, 2001, by and between Tower Asset Sub, Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 525 Kennedy Drive, Columbus, Franklin County, Ohio. (Spectra Kennedy 095.040.2 – SCI OH-0537)

## ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

This Assignment and Assumption of Agreements ("Assignment") is made as of the 23rd day of May, 2003, between OHIO PCS, LLC, a Delaware limited liability company ("Assignor") with an address at 80 Baylis Road, Melville, New York 11747 and CELCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless ("Assignee") with an address at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921.

### WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 19, 2002 ("Asset Purchase Agreement") pursuant to which Assignor has agreed to sell, assign, transfer, grant, deliver to, set over to and vest in the Assignee, *inter alia*, all of Assignor's right, title and interest in and to the leases, licenses and other agreements identified on Exhibit "A" attached hereto (hereinafter collectively and individually referred to as the "Leases"); and

WHEREAS, the Assignee desires to acquire all of the Assignor's rights under the Leases and assume certain obligations under the Leases, pursuant to and in accordance with the Asset Purchase Agreement,

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound thereby, do hereby covenant and agree as follows:

1. Assignor hereby sells, assigns, transfers, grants, delivers to, sets over to and vests in Assignee, as of the date first written above, all of the Assignor's right, title and interest in, to and under the Leases.
2. Assignee hereby assumes and undertakes to pay, satisfy and discharge all of the obligations and liabilities of Assignor under the Leases arising after the date hereof and attributable to the period after the date hereof.
3. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by either party of any liabilities imposed on the other party by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Assignment and continue in full force and effect for the applicable period set forth in the Asset



Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

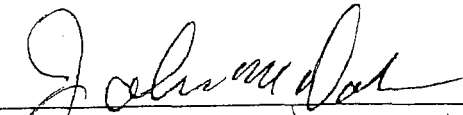
4. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
5. This Assignment will be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.

[Balance of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

Ohio PCS, LLC

By: 

Name: JOHN M. SOLAN

Title: MANAGING MEMBER

ASSIGNEE:

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT "A"

## The Leases

1. Tower License dated November 12, 2001, between Crown Communication Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 2528 Faircrest St. SW, Canton, Ohio. (Canton South Crown 065.013.1 / OH Canton III 800061)
2. Tower License dated October 25, 2001, between Crown Castle GT Company LLC, as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 1080 Broadway, East Canton, Ohio. (Canton East 065.022.1 / OH East Canton 814644)
3. Tower License dated October 23, 2001, between Crown Communication Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 7540 Fort Laurens Road, Strasburg, Ohio. (OH Strasburg CCI 065.027.1 / 800062)
4. Tower License dated February 26, 2002, between Crown Communication Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 1201 West Main Street, Bridgeport, West Virginia. (Clarksburg Airport 082.001.1.0c / WV Clarksburg Airport 816310)
5. Tower License dated February 26, 2002, between Crown Communication Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at Route 6 Box 141, Buckhannon, West Virginia. (Bay Village Crown 082.003.2.0c / Buckhannon #4 Rockey 816459)
6. Tower License dated October 16, 2001, between Crown Communication Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 2560 Park Crescent Road, Columbus, Ohio. (Crown Brice 095.042.1.1c / OH Brice 800272)
7. Deferred Fee Tower License dated February 5, 2002, between Crown Castle GT Company LLC, as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 778 Winchester Road, Lexington, Kentucky. (Ashland 252.005.1.0c / 814082)
8. Tower License dated January 21, 2002, between Crown Communication Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at Cascade Street, New Castle, Pennsylvania. (Sagertown 317.001.1 / PA 028 New Castle 805316)

9. Tower License dated November 16, 2001, between Crown Communication Inc., as licensor, and Ohio PCS, LLC, as licensee, concerning property located at 1690 Lincoln Avenue, Girard, Ohio. (Churchill Crown 484.012.1 / OH Tibbets Wick 801513)

## ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

This Assignment and Assumption of Agreements ("Assignment") is made as of the 23rd day of May, 2003, between OHIO PCS, LLC, a Delaware limited liability company ("Assignor") with an address at 80 Baylis Road, Melville, New York 11747 and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless ("Assignee") with an address at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921.

### WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 19, 2002 ("Asset Purchase Agreement") pursuant to which Assignor has agreed to sell, assign, transfer, grant, deliver to, set over to and vest in the Assignee, *inter alia*, all of Assignor's right, title and interest in and to the leases, licenses and other agreements identified on Exhibit "A" attached hereto (hereinafter collectively and individually referred to as the "Leases"); and

WHEREAS, the Assignee desires to acquire all of the Assignor's rights under the Leases and assume certain obligations under the Leases, pursuant to and in accordance with the Asset Purchase Agreement,

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound thereby, do hereby covenant and agree as follows:

1. Assignor hereby sells, assigns, transfers, grants, delivers to, sets over to and vests in Assignee, as of the date first written above, all of the Assignor's right, title and interest in, to and under the Leases.
2. Assignee hereby assumes and undertakes to pay, satisfy and discharge all of the obligations and liabilities of Assignor under the Leases arising after the date hereof and attributable to the period after the date hereof.
3. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by either party of any liabilities imposed on the other party by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Assignment and continue in full force and effect for the applicable period set forth in the Asset

Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

4. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
5. This Assignment will be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.

[Balance of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

Ohio PCS, LLC

By: *John M. Dolan*

Name: JOHN M. DOLAN

Title: MANAGING MEMBER

ASSIGNEE:

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT "A"

## The Leases

1. Antenna Site Agreement dated February 28, 2002, between SBA Properties, Inc., as owner, and Ohio PCS, LLC, as tenant, concerning property located at 20 B Hooper Road, Athens, Athens County, Ohio. (SBA Athens 023.004.1 / Athens 4 OH OH2112-A-021605)
2. Antenna Site Agreement dated September 27, 2001, between SBA Properties, Inc., as owner, and Ohio PCS, LLC, as tenant, concerning property located at 4537 22<sup>nd</sup> Street NW, Canton, Stark County, Ohio. (Canton 4 SBA 065.006.2 / OH4718-A-07)
3. Antenna Site Agreement dated October 18, 2001, between SBA Towers, Inc., as owner, and Ohio PCS, LLC, as tenant, concerning property located at 71-B Patriot Ridge Road, Wheelersburg, Scioto County, Ohio. (Wheelersburg 359.004.1.0c / Happy Hollow OH2130-A-02)
4. Antenna Site Agreement dated February 11, 2002, between SBA Properties, Inc., as owner, and Ohio PCS, LLC, as tenant, concerning property located at West End, Hubbard Lane, Wheeling, Ohio County, West Virginia. (Wheeling Stanley 471.003.1 / Wheeling R WV7503-A-02)
5. Antenna Site Agreement dated September 30, 2001, between SBA Towers, Inc., as owner, and Ohio PCS, LLC, as tenant, concerning property located at 1055 Eastman Street, Zanesville, Muskingum County, Ohio. (Downtown Zanesville 487.003.1.0c / OH2167-A-02)
6. Antenna Site Agreement dated September 26, 2001, between SBA Towers, Inc., as owner, and Ohio PCS, LLC, as tenant, concerning property located at 3134 Shaw, Zanesville, Muskingum County, Ohio. (Darlington 487.005.1 / OH2122-A-03)



**SCHENCK, PRICE, SMITH & KING, LLP**  
ATTORNEYS AT LAW

10 Washington Street  
Morristown, New Jersey 07963  
(973) 539-1000  
www.spsk.com

EDWARD J. TRAWINSKI  
ADMITTED IN NJ AND NY  
DIRECT LINE: (973) 546-7312  
INTERNET: EJT@SPSK.COM

TELECOPIER (973) 540-7300

NEW YORK OFFICE  
101 PARK AVENUE - 37<sup>TH</sup> FLOOR  
NEW YORK, N.Y. 10178-3898  
(212) 986-4482

Reply to:  
P.O. Box 905  
Morristown, New Jersey 07963-0905

February 4, 2003

**VIA CERTIFIED MAIL RRR**

Crown Atlantic Company, LLC  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attn: Asset Management Licensing

Re: Consent of Landlord Concerning Assignment of Lease

Dear Sir or Madam:

As I am sure you are aware, Crown Atlantic Company, LLC ("Landlord") and Northcoast Communications, LLC and its subsidiaries ("Assignor") are parties to several Tower Licenses (hereinafter, the "Leases") that are identified in the attached schedule (the "Premises"). The schedule sets forth the site addresses and names of the tenants for the relevant Leases.

Assignor has recently entered into an agreement to sell substantially all of its assets to Verizon Wireless, Inc. ("Verizon"). Pursuant to the terms of such a sale, Assignor desires to assign its interest in and to the Leases and the Premises to Verizon (the "Assignment"). In furtherance of the Assignment, Assignor hereby requests that Landlord consent to the Assignment and accept Verizon as the tenant under the Leases.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Assignor agree as follows:

1. **Consent.** Landlord hereby consents to this Assignment of the Leases to Verizon and, upon effectiveness of the Assignment, hereby accepts Verizon as the tenant under the Leases.
2. **Future Assignments.** The execution of this Agreement shall in no manner affect or abridge any right Landlord may have under the Leases to consent to any future assignment of the Leases.

3. **Authority.** Landlord represents and warrants that the person executing this Letter Agreement on behalf of Landlord has the full right, power and authority to enter into and execute this Letter Agreement on Landlord's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Letter Agreement.
4. **Notices.** On or before the closing date for the sale of assets, you will be contacted by Verizon as to the effective date of the Assignment and provided with an address to be used for purposes of notice under the Leases.
5. **Release.** Upon Verizon's assumption of all liabilities under the Leases with respect to the period after closing, Landlord hereby releases Assignor from any and all liability of any nature whatsoever arising out of or in connection with the Leases with respect to the period after the closing.

If you are in agreement with the terms set forth in this Letter Agreement, please indicate your acceptance by signing in the space provided below. If you have any questions regarding this matter, please do not hesitate to contact the undersigned or John M. DeMarco, Esq. at (973) 539-1000. Thank you for your cooperation.

Very truly yours,

Northcoast Communications, LLC and its  
subsidiaries, Assignor

By: 

Schenck, Price, Smith & King, LLP  
Attorneys for Assignor  
Edward J. Trawinski, Esq.,  
Member of the Firm

**AGREED TO AND ACCEPTED:**

Crown Atlantic Company, LLC

By: \_\_\_\_\_

Name:

Title:

Cc: Charles Forma, Esq.  
Mr. Steve Curtin

Crown Atlantic Company, LLC Tower Licenses

<u>Site Address</u>	<u>Tenant</u>
138-01 Springfield Blvd., Jamaica, NY 11413	New York PCS, LLC
1625 Montauk Highway, Sayville, NY	New York PCS, LLC
234 Montauk Highway, Sayville, NY	New York PCS, LLC
16 Hulse Road, Brookhaven, NY	New York PCS, LLC
Brookhaven National Laboratory, Upton, NY	New York PCS, LLC
West Aspen Road, Mastic Beach, NY	New York PCS, LLC
177 Portion Road, Lake Ronkonkoma, NY	New York PCS, LLC
502 York Street, Elizabeth, NJ	New York PCS, LLC
3942 Gates Road, Vestal, NY 13850	Northcoast PCS, LLC
1605 Hyde Park Ave., Hyde Park, MA 02136	Boston PCS, LLC
2528 Faircrest St. SW, Canton, OH 44706	Ohio PSC, LLC
7540 Ft. Laurens Road, Strasburg, OH 44681	Ohio PSC, LLC
1201 W. Main St., Bridgeport, WV 28330	Ohio PSC, LLC
Route 6, Box 141, Buckannon, WV 26201	Ohio PSC, LLC
2560 Park Crescent Ave., Columbus, OH 43232	Ohio PCS, LLC
Cascade St., New Castle, PA 15068	Ohio PCS, LLC
Route 6 (Service Rd), Barnstable, MA 02668	Boston PCS, LLC
190 Queen Anne Rd., Harwich, MA 01801	Boston PCS, LLC
674 Thomas B. Flanders Rd.	Northcoast Communications, LLC
30 Canal St., Staten Island, NY 10304	New York PCS, LLC
16 Industry St., LaGrange, NY 12540	Northcoast Communications, LLC
6809 Van Buren Rd., Van Buren, NY 13164	New York PCS, LLC
Lonergan Park, S. Main St., US Route 11, North Syracuse, NY 13212	New York PCS, LLC
442 Southwest Cut-Off, Worcester, MA	Boston PCS, LLC
1690 Lincoln Ave., Girard, OH 44420	Ohio PCS, LLC
1701 Route 9, Tom River, NJ	New York PCS, LLC
543 Tarrytown Rd., Greenburgh, NY 10607	New York PCS, LLC
1 Bradford Road, Mount Vernon, NY 10550	New York PCS, LLC
50 Rockland Rd., Norwalk, CT 06854	New York PCS, LLC
175 Arlington Ave., Valley Stream, NY 11580	New York PCS, LLC
1043-1045 Hamilton St., Allentown, PA 18101	Northcoast Communications, LLC
200 Stanley St., New Britain, CT 06050	Northcoast PCS, LLC

# SCHENCK, PRICE, SMITH & KING, LLP

ATTORNEYS AT LAW

10 Washington Street  
Morristown, New Jersey 07963  
(973) 539-1000  
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EDWARD J. TRAWINSKI  
ADMITTED IN NJ AND NY

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INTERNET: EJT@SPSK.COM

TELECOPIER (973) 540-7300

NEW YORK OFFICE  
101 PARK AVENUE - 37<sup>TH</sup> FLOOR  
NEW YORK, N.Y. 10178-3898  
(212) 986-6482

Reply to:  
P.O. Box 905  
Morristown, New Jersey 07963-0905

February 4, 2003

## VIA CERTIFIED MAIL RRR

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Yannis Macheras

Re: Consent of Landlord Concerning Assignment of Lease

Dear Mr. Macheras:

As I am sure you are aware, American Tower Corp., American Tower Delaware Corp., American Towers, Inc., and American Towers, LP (collectively "Landlord") and Northcoast Communications, LLC and its subsidiaries ("Assignor") are parties to several Tower Licenses (hereinafter, the "Leases") that are identified in the attached schedule (the "Premises"). The schedule sets forth the site addresses and names of the tenants for the relevant Leases.

Assignor has recently entered into an agreement to sell substantially all of its assets to Verizon Wireless, Inc. ("Verizon"). Pursuant to the terms of such a sale, Assignor desires to assign its interest in and to the Leases and the Premises to Verizon (the "Assignment"). In furtherance of the Assignment, Assignor hereby requests that Landlord consent to the Assignment and accept Verizon as the tenant under the Leases.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Assignor agree as follows:

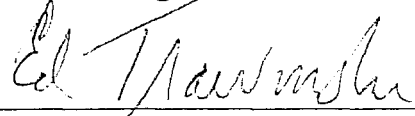
1. **Consent.** Landlord hereby consents to this Assignment of the Leases to Verizon and, upon effectiveness of the Assignment, hereby accepts Verizon as the tenant under the Leases.
2. **Future Assignments.** The execution of this Agreement shall in no manner affect or abridge any right Landlord may have under the Leases to consent to any future assignment of the Leases.

3. **Authority.** Landlord represents and warrants that the person executing this Letter Agreement on behalf of Landlord has the full right, power and authority to enter into and execute this Letter Agreement on Landlord's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Letter Agreement.
4. **Notices.** On or before the closing date for the sale of assets, you will be contacted by Verizon as to the effective date of the Assignment and provided with an address to be used for purposes of notice under the Leases.
5. **Release.** Upon Verizon's assumption of all liabilities under the Leases with respect to the period after closing, Landlord hereby releases Assignor from any and all liability of any nature whatsoever arising out of or in connection with the Leases with respect to the period after the closing.

If you are in agreement with the terms set forth in this Letter Agreement, please indicate your acceptance by signing in the space provided below. If you have any questions regarding this matter, please do not hesitate to contact the undersigned or John M. DeMarco, Esq. at (973) 539-1000. Thank you for your cooperation.

Very truly yours,

Northcoast Communications, LLC and its  
subsidiaries, Assignor

By:   
Schenck, Price, Smith & King, LLP  
Attorneys for Assignor  
Edward J. Trawinski, Esq.,  
Member of the Firm

**AGREED TO AND ACCEPTED:**

Landlord

By: \_\_\_\_\_  
Name:  
Title:  
Entity:

Cc: Charles Forma, Esq.  
Steve Curtin, Senior Vice President

American Tower Corp.

<u>Site Address</u>	<u>Tenant</u>
34 Brenner Rd., Rockland, ME 02116	Northcoast Communications, LLC
5 Olympia Lane, Monsey, NY	Northcoast Communications, LLC
Paterson-Hamburg Turnpike, Wayne, NJ	Northcoast Communications, LLC
Georgetown & Broadhead Road, Bethlehem, PA 18020	Northcoast Communications, LLC
1525 Wood Avenue, Easton, PA 18042	Northcoast Communications, LLC
2601 Wayne Street, Endicott, NY 13760	Northcoast Communications, LLC
452 Greasy Ridge Rd., Princeton, WV 24740	Ohio PCS, LLC
75 Concord Ave., Lexington, MA 02173	Northcoast Communications, LLC
50 Bear Hill Road, Waltham, MA 02451	Northcoast Communications, LLC
115 30 <sup>th</sup> St, NE Conton, OH 44709	Ohio PCS, LLC
1250 Bedford Road, Canton, OH 44706	Cleveland PCS Realty, LLC
Finerock St., Massillon, OH 44647	Ohio PCS, LLC
1607 Goshen Hill Rd., New Philadelphia, OH 44663	Ohio PCS, LLC
9750 Portage Ave., Massillon, OH 44646	Ohio PCS, LLC
23225 Northwest Pkwy., Marysville, OH 43040	Ohio PCS, LLC
1009 Delaware Ave., Marysville, OH 43040	Ohio PCS, LLC
7425 Pingue Drive, Columbus, OH 43085	Ohio PCS, LLC
10400 Olentangy River Rd., Powell, OH 43065	Ohio PCS, LLC
1379 Cole Rd., Columbus, OH 43228	Ohio PCS, LLC
4145 Fondorf Dr., Columbus, OH 43228	Ohio PCS, LLC
781 East 12 <sup>th</sup> Ave., Columbus, OH 43211	Ohio PCS, LLC
560 Dublin Ave., Columbus, OH 43215	Ohio PCS, LLC
669 Sullivant Ave., Columbus, OH 43215	Ohio PCS, LLC
2050 Integrity Dr., Columbus, OH 43209	Ohio PCS, LLC
869 Marion Rd., Columbus, OH 43207	Ohio PCS, LLC
286 Butcher Rd., Salem, OH 44460	Ohio PCS, LLC
3136 N. Country Rd., Tiffin, OH 44883	Ohio PCS, LLC
417 E. Sandusky St., Findlay, OH 45840	Ohio PCS, LLC
2823 Reservoir Hill, Huntington, WV 25717	Ohio PCS, LLC
215 Westview Dr., South Point, OH 45680	Ohio PCS, LLC
682A Pennsylvania Ave., Mansfield, OH 44905	Cleveland PCS Realty, LLC
156 Marion Ave., Mansfield, OH 44903	Ohio PCS, LLC
1570 W. Cook Rd., Mansfield, OH 44906	Ohio PCS, LLC
26 Hillside St., South Portland, ME 04101	Northcoast Communications, LLC
1129 Second St., West Portsmouth, OH 45663	Ohio PCS, LLC
1202 N. Depot St., Sandusky, OH 44870	Ohio PCS, LLC
645 Shawingan Dr., Chicopee, MA 01020	Boston PCS, LLC
3746 Hoffman Rd., Toledo, OH 43611	Ohio PCS, LLC
800 Berdan Ave., Toledo, OH 43612	Ohio PCS, LLC
2215 Tedrow Rd., Toledo, OH 43614	Ohio PCS, LLC
230 Folsom Rd., Warren, OH 44485	Cleveland PCS Realty, LLC
3292 Baily Rd., Warren, OH 44481	Ohio PCS, LLC
625 Spring Street, Struthers, OH 44471	Cleveland PCS Realty, LLC
Fairview Ave., Middletown, NJ	Northcoast Communications, LLC
437 Carson Rd., Ashtabula, OH 44004	Cleveland PCS Realty, LLC

COMMONWEALTH OF KENTUCKY  
REVENUE CABINET  
FRANKFORT, KY 40619

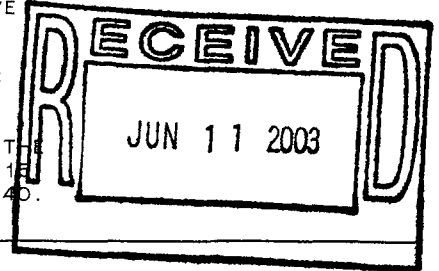
EXPLANATION OF NOTICE

NOTICE DATE 06/06/2003	PERIOD 07/01/2003-06/30/2004	CASE 004201600033	TAX PUBLIC SERVICE COMMISSION ASSESSMENT
NOTICE # 102696181	RETURN DUE 07/31/2003	TAXPAYER-ID 004201600	TAXPAYER NAME NORTHCOAST COMMUNICATIONS, LLC

ANNUAL PUBLIC SERVICE COMMISSION ASSESSMENT FOR THE ABOVE PERIOD.

MESSAGES: KRS 278.130 PROVIDES FOR THE ANNUAL ASSESSMENT OF PUBLIC SERVICE COMPANIES.

QUESTIONS CONCERNING THIS ASSESSMENT MAY BE DIRECTED TO THE PUBLIC SERVICE COMMISSION, 211 SOWER BOULEVARD, PO BOX 61 FRANKFORT, KENTUCKY 40602, TELEPHONE NUMBER (502) 564-3940.



NOTICE REQUIREMENT FOR INTERNET POSTING

IF YOUR TAX LIABILITY REMAINS UNPAID FOR MORE THAN 90 DAYS AFTER THE DATE OF THIS ORIGINAL NOTICE, THE REVENUE CABINET MAY POST YOUR NAME AND THIS LIABILITY FOR PUBLIC INSPECTION, INCLUDING POSTINGS IN YOUR LOCAL NEWSPAPER AND/OR ON THE INTERNET. HOWEVER, IF YOU NOTIFY THE CABINET IN WRITING DURING THIS PERIOD OF ANY OF THE FOLLOWING, THE CABINET MUST EXCLUDE YOUR NAME FROM ANY PUBLIC POSTING:

1. YOU HAVE AN APPEAL PENDING OR INTEND TO FILE AN APPEAL PURSUANT TO 131.110 ET SEQ. WITH RESPECT TO THIS LIABILITY;
2. YOU ARE CURRENTLY PAYING THIS TAX LIABILITY THROUGH A VALID PAY AGREEMENT;
3. THE CABINET IS REVIEWING OR ADJUSTING THIS TAX LIABILITY;
4. YOU ARE IN BANKRUPTCY AND THE AUTOMATIC STAY IS STILL IN EFFECT.

*to Rm  
6/11/03*

<<<< EXPLANATION OF NOTICE CONTINUED ON NEXT PAGE >>>>

DETACH VOUCHER AND RETURN WITH PAYMENT. MAKE CHECK PAYABLE TO KENTUCKY STATE TREASURER.

NOTICE OF TAX DUE

00000005000

CASE NUMBER

004201600033

#BWNCSLW#  
#0365K 4318 285033 4#

\*\*\*\*\*  
\* TOTAL DUE AS OF: \*  
\* 06/20/2003 \*  
\*\*\*\*\* \$50.00

\* NORTHCOAST COMMUNICATIONS, LLC  
80 BAYLIS RD  
SUITE 201  
MELVILLE NY 11747

ENTER AMOUNT PAID:



10A5009911

KENTUCKY REVENUE CABINET  
FRANKFORT, KY 40619

99999 004201600 6 033 102696181 1 00000005000 20040630 6

EXPLANATION OF NOTICE, CONTINUED  
 TAXPAYER ID: 004201600  
 NOTICE NUMBER: 102696181

PAGE 2

ADDITIONALLY, YOUR NAME WILL BE EXCLUDED OR REMOVED FROM ANY PUBLIC POSTING IN THE EVENT THAT THE CABINET IS NOTIFIED OF YOUR DEATH.

YOU MAY MAIL YOUR NOTICE TO **DIVISION OF COLLECTIONS**,  
**P.O. BOX 491, FRANKFORT, KY 40602**, OR E-MAIL IT TO  
**KRCINTERNETPOST@MAIL.STATE.KY.US.**

GROSS INTRASTATE RECEIPTS		0.00
TAX LIABILITY		TAX LIABILITY 50.00
TOTAL LIABILITY		TOTAL LIABILITY 50.00
TOTAL DUE AS OF: 06/20/2003	TOTAL AMOUNT OF TAX TOT	BALANCE DUE 50.00
		50.00

PLEASE RETURN THE NOTICE OF TAX DUE STUB WITH PAYMENT TO:  
 REVENUE CABINET, FRANKFORT, KENTUCKY 40619

**IMPORTANT REMINDER:** INCLUDE YOUR **TAXPAYER IDENTIFICATION NUMBER, TYPE OF TAX, AND TAX PERIOD** ON ANY PAYMENT OR LETTER SENT TO THE REVENUE CABINET. THIS ENABLES THE REVENUE CABINET TO CORRECTLY CREDIT YOUR ACCOUNT FOR THE TAX PERIOD AND TYPE TAX FOR WHICH YOU INTENDED.

REPLY TO: LATONIA FIELDS  
 REVENUE CABINET  
 STATION NUMBER 62  
 200 FAIR OAKS  
 FRANKFORT KY 40620

TEL: (502) 564-6823  
 FAX: (502) 564-2906  
 OFFICE HOURS: 8 A.M. TO 4:30 P.M. EASTERN TIME

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 =====



COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF REVENUE  
FRANKFORT, KY 40619

NOTICE DATE	ORIG NOTICE	PERIOD	CASE	TAX
11/09/2004	06/06/2003	07/01/2003-06/30/2004	004201600033	PUBLIC SERVICE COMMISSION ASSESSMENT
NOTICE #	RETURN DUE	TAXPAYER-ID	TAXPAYER NAME	
102696181	07/31/2003	004201600	NORTHCOAST COMMUNICATIONS, LLC	

EXPLANATION OF NOTICE

ANNUAL PUBLIC SERVICE COMMISSION ASSESSMENT FOR THE ABOVE PERIOD.

MESSAGES: KRS 278.130 PROVIDES FOR THE ANNUAL ASSESSMENT OF PUBLIC SERVICE COMPANIES.

QUESTIONS CONCERNING THIS ASSESSMENT MAY BE DIRECTED TO THE PUBLIC SERVICE COMMISSION, 211 SOWER BOULEVARD, PO BOX 615, FRANKFORT, KENTUCKY 40602, TELEPHONE NUMBER (502) 564-3940. KRS 278.130 PROVIDES FOR THE ANNUAL ASSESSMENT OF PUBLIC SERVICE COMPANIES.

GROSS INTRASTATE RECEIPTS

0.00

TAX LIABILITY

TAX LIABILITY  
50.00

TOTAL LIABILITY

TOTAL LIABILITY  
50.00

TOTAL DUE AS OF: 11/24/2004

TOTAL AMOUNT OF
TAX 50.00
TOT

BALANCE DUE  
50.00

CONSIDER THIS

E-Mailed

Ed Penn

503.524-6823

E-mail address:

ed.penn@ky.gov



NOTICE CONTINUED ON NEXT PAGE >>>>

*for calendar year*

MAKE CHECK PAYABLE TO KENTUCKY STATE TREASURER.

NOTICE OF TAX DUE

CASE NUMBER

004201600033

\*\*\*\*\*  
\* TOTAL DUE AS OF: \*  
\* 11/24/2004 \*  
\*\*\*\*\*

\$50.00

NORTHCOAST COMMUNICATIONS, LLC  
1 HUNTINGTON QUADRANGLE  
SUITE 3503  
MELVILLE NY 11747-4481

ENTER AMOUNT PAID:

10A5009911

KENTUCKY DEPARTMENT OF REVENUE  
FRANKFORT, KY 40619

99999 004201600 6 033 102696181 1 00000005000 20040630 6

EXPLANATION OF NOTICE, CONTINUED  
TAXPAYER ID: 004201600  
NOTICE NUMBER: 102696181

PAGE 2

APPEAL PERIOD HAS EXPIRED.

THIS ASSESSMENT CANNOT BE PROTESTED.

PLEASE RETURN THE NOTICE OF TAX DUE STUB WITH PAYMENT TO:  
DEPARTMENT OF REVENUE, FRANKFORT, KENTUCKY 40619.

**IMPORTANT REMINDER:** INCLUDE YOUR TAXPAYER IDENTIFICATION NUMBER, TYPE OF TAX, AND TAX PERIOD ON ANY PAYMENT OR LETTER SENT TO THE DEPARTMENT OF REVENUE. THIS ENABLES THE DEPARTMENT OF REVENUE TO CORRECTLY CREDIT YOUR ACCOUNT FOR THE TAX PERIOD AND TYPE TAX FOR WHICH YOU INTENDED.

REPLY TO: LATONIA FIELDS  
DEPARTMENT OF REVENUE  
STATION NUMBER 64  
200 FAIR OAKS  
P O BOX 1303  
FRANKFORT KY 40602-1303

TEL: (502) 564-4455 EXTENSION 4428  
FAX: (502) 564-2906  
OFFICE HOURS: 8 A.M. TO 4:30 P.M. EASTERN TIME

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