

Applicant/Licensee Information

1) First Name (if individual).	MI	Last Name	Suffix
2) Applicant Name (if entity): <i>Rampoldi's Dispatch, L.C</i>		3) Applicant TIN	

Related FCC Regulated Businesses of Applicant/Licensee

4a) Name and address of all FCC Regulated Businesses owned by Applicant/Licensee (use additional sheets, if necessary):	4b) Principal Business:	4c) TIN:	4d) Percent of Interest Held
None			

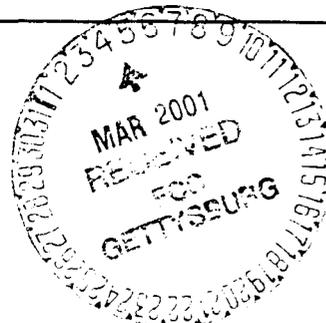
Signature

5) Typed or Printed Name of Party Authorized to Sign

First Name. Warren	MI	Last Name. Blanck	Suffix. Mr.
Title Founding Member			
Signature: <i>Warren Blanck</i>			Date: <i>2/3/01</i>

Failure To Sign This Application May Result In Dismissal Of The Application And Forfeiture Of Any Fees Paid

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR WV ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).



FCC Ownership Disclosure Information for the
Wireless Telecommunications Services
Schedule for Disclosable Interest Holders

Disclosable Interest Holder Information (complete as many as required to describe all disclosable interest holders)

1) Disclosable Interest Holder's First Name (if individual):	MI:	Last Name:	Suffix:
2) Disclosable Interest Holder's Name (if entity):		3) Disclosable Interest Holder's TIN	
4) Disclosable Interest Holder's Address:			
5) Type of Interest in Applicant () (refer to instructions for list)	6) Disclosable Interest Holder is a(n): () (refer to instructions for list of codas):		7) Percent of Interest Held in Applicant
5) Disclosable Interest Holder's Type of Ownership (refer to instructions for list):		9) Disclosable Interest Holder's Country of Citizenship:	
10) Relationship Description (if the disclosable interest holder is an indirect owner, list path of ownership from indirect owner to the applicant)			

Related FCC Regulated Businesses of Disclosable Interest Holders (repeat for each interest holder identified)

11a) Name and address of all FCC Regulated Businesses owned by Disclosable Interest Holder listed in #3 (use additional sheets, if necessary):	11b) Principal Business:	11c) TIN:	11d) Percent of Interest Held
None			

ASSET EXCHANGE AGREEMENT

This **ASSET EXCHANGE AGREEMENT** ("Agreement") is made and effective as of *September 29*, 2000, by and between San Diego 220 SMR Partnership ("Exchanger"). c/o Ray Grundeman, 17 Club Way, Red Bank, NJ 0770 1. and Rampoldi's Dispatch, L.C., a Texas limited liability company (together with its successors and assigns), 5440 NW 33rd Avenue, Suite 104, Ft. Lauderdale, FL 33309 ("Exchangee"). Exchanger and Exchangee are also referred to hereinafter each as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Exchanger is the current owner of a non-nationwide 5 channel trunked SMR mobile communications radio station operating in the 220-222 MHZ band identified as FCC Call Sign WPCR 666 and the following FCC auction-awarded authorizations: Phase Two 220 MHZ license, Call Sign WPOJ375 (collectively the "System") and holds the authorizations issued by the Federal Communications Commission ("FCC") for the operation of the System (the "License") in and around San Diego, California (the "Market");

WHEREAS, Exchanger and Exchangee are entering into this Agreement to effect the exchange of such Exchanger's assets and membership units in Exchangee free and clear of all liens and encumbrances pursuant to the terms set forth herein. and assignment from Exchanger to Exchangee of the FCC licenses/authorizations and transmitter site lease therefore;

NOW, THEREFORE, in consideration of the covenants and terms contained herein. and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

ASSIGNMENT AND EXCHANGE OF ASSETS

1.01. Assignment. and Exchange of Assets. Subject to the terms and conditions hereof, on the Closing Date (as hereinafter defined), Exchanger agrees to and shall exchange, assign. and deliver to Exchangee all of Exchanger's right, title and interest in and to all of the assets of Exchanger and the FCC-issued authorizations and transmitter site lease therefore. which are listed on Schedule 1.01 attached hereto (collectively, the "Exchanged Assets"), free and clear of all liens, liabilities, claims, mortgages, obligations, restrictions. or other encumbrances of any kind or nature (collectively, "Liens").

1.02. Excluded Assets. Notwithstanding any other provision of this Agreement, the Exchanged Assets shall exclude all other assets of Exchanger not set forth on Schedule 1.01.

1.03. Assumption of Liabilities. Exchangee shall not assume, nor be responsible for, or liable with respect to, any and all debts, liabilities or obligations of Exchanger, whether arising out of or in connection with the System or the Exchanged Assets or otherwise, whether fixed, contingent or otherwise, known or unknown, except as set forth on Schedule 1.03 hereto. Upon closing on this Agreement, Exchangee shall assume the liability of the current site lease rental expenses, which are currently \$635.00 per month. Exchangee shall also assume site lease payments not to exceed \$635.00 per month as of the first full month after execution of this Agreement, in contemplation of

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closing on this Agreement, by advancing such rent due in the interim between execution of this Agreement and closing thereon. Should this Agreement not be timely closed upon as provided for herein and through no fault of Exchangee, Exchanger agrees to immediately reimburse Exchangee for any rental payments made in the interim pursuant to this Agreement. The current lease shall be assigned to Exchangee through Exchanger's efforts with the site owner, which lease shall be on the same terms as currently in effect, with the exception that in the event of an increase in rent, Exchangee shall be liable therefore, not to exceed a total rental cost of \$700.00 per month.

1.04. Exchange Valuation.

In consideration for the above-listed assets and licenses/authorizations of Exchangee being exchanged with and assigned to Exchanger, Exchanger shall acquire at closing (as hereinafter defined), Thirty Eight (38) Membership units in Exchangee of a total of One Hundred Forty (140) Membership units outstanding. The value of each Membership unit is initially, being set at Six Thousand Dollars (\$6,000.00).

1.05. Closing.

The closing ("Closing") of the exchanges provided for herein shall take place at the offices of Exchangee at 10:00 A.M. local time within fifteen (15) business days after the date on which the grant of FCC consents to the assignment of all Licenses/Authorizations to Exchangee become Final Orders (as defined in Section 4.01(c) hereof). Closing shall be accomplished through the exchange of closing documentation.

REPRESENTATIONS AND WARRANTIES

2.01. Representations and Warranties of Exchanger. Exchanger hereby makes the following representations and warranties to Exchangee, as of the date of this Agreement (unless otherwise indicated), which representations and warranties shall continue in full force and effect from the date hereof until and through the Closing Date:

(a) Authority. Exchanger has all requisite power and authority and the legal right to own its properties and to conduct its business as currently conducted, and to execute, deliver and perform this Agreement. Exchanger's execution, delivery, and performance of this Agreement has been duly and validly authorized by all necessary action on the part of the Exchanger. This Agreement has been duly executed and delivered by Exchanger and constitutes the legal, valid and binding obligation of Exchanger enforceable in accordance with its terms against Exchanger except as may be limited by laws affecting the enforcement of creditors' rights or equitable principles generally.

(b) No Restrictions Against Performance. Except as noted on Schedule 2.01 (b) hereto, neither the execution, delivery, nor performance of this Agreement by Exchanger, nor the consummation of the transactions contemplated hereby will, with or without the giving of notice or the passage of time, or both, violate any provisions of, conflict with, result in a breach of, constitute a default under, or result in the creation or imposition of any Lien or condition under, (i) any federal,

state or local law, statute, ordinance, regulation or rule, which is or may be applicable to Exchanger or the Purchased Assets; (iii) any contract, indenture, instrument, agreement mortgage lease. right or other obligation or restriction to which Exchanger is a Party or by which Exchanger or the Exchanged Assets is or may be bound; or (iv) any order, judgment, writ, injunction. decree, license, franchise, permit or other authorization of any federal, state or local court. arbitration tribunal or governmental agency by which Exchanger or the Exchanged Assets is or may be bound. The execution and delivery of this Agreement by Exchanger and the performance by Exchanger of the transactions contemplated herein will not constitute an act of bankruptcy. preference. insolvency. or fraudulent conveyance under any bankruptcy act or other law for the protection of debtors or creditors.

(c) Third-Party and Governmental Consents. Except as set forth on Schedule 2.01 (c) hereto, no approval, consent, waiver, order or authorization of. or registration, qualification. declaration, or filing with, or notice to, any federal, state or local governmental authority or other third Party is required on the part of Exchanger in connection with the execution of this Agreement or the consummation of the transaction contemplated hereby.

(d) Title. Exchanger will have good, valid, marketable, legal and beneficial title to all of the Exchanged Assets as of the Closing Date with Exchangee. All of the Exchanged Assets as of that -Closing Date will be free and clear of all Liens of any nature whatsoever. whether absolute, legal. equitable, accrued, contingent or otherwise, including without limitation any rights of first refusal as to any of the Exchanged Assets. There will be no outstanding options, warrants, commitments, agreements or any other rights of any character. entitling any person or entity other than Exchangee to acquire any interest in all, or any part of. the Exchanged Assets.

(e) FCC Licenses. Exchanger has represented to Exchangee that all Licenses/Authorizations which are the subject of this Agreement are valid, in good standing: and in full force and effect, properly constructed and rendered operational as required by FCC Rules with respect to WPCR 666, and constitute (i) all licenses, permits, and authorizations required by the Communications Act of 1934, as amended, and all rules and regulations promulgated thereunder (collectively, the "Communications Act"), for the construction and operation of the System and (ii) all of the licenses, permits, and authorizations issued by the FCC to Exchanger for or in connection with the System. Exchanger has no knowledge of any condition imposed by the FCC on the License which is neither set forth on the face thereof as issued by the FCC nor contained in the Communications Act generally, and all FCC Rules and notifications have been complied with, and will continue to be observed until closing hereon. There is no pending or, to the best knowledge of Exchanger after due inquiry, threatened action by the FCC or any other federal, state or local governmental authority or third Party to suspend, revoke, terminate or challenge the License. Exchanger shall maintain the Licensed facilities as against any short-spacing proposals by any other applicants/licensees, and shall operate at full authorized power and facilities within 30 days of execution of this Agreement and through closing as contemplated herein.

(f) Orders and Decrees. Neither Exchanger nor any of the Exchanged Assets is subject to any judicial or administrative order, ordinance or zoning restriction which would adversely affect, or impose any condition on, the Exchanger, the System. the Exchanged Assets, or the transaction

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contemplated hereby.

(g) Litigation. There is no judicial or administrative action, suit or proceeding, pending or, to the best knowledge of Exchanger after due inquiry., threatened against or relating to Exchanger. the Exchanged Assets, the System, or the transaction contemplated hereby, before any federal. state or local court, arbitration tribunal or governmental authority which could, individually or in the aggregate, (i) result in the voluntary or involuntary transfer of any of the Exchanged Assets; or (ii) adversely affect Exchanger, the Exchanged Assets. the System, or the transaction contemplated hereby. Exchanger knows of no reasonable basis for any such action, suit, proceeding or any governmental investigation relating to the same.

(h) Compliance with Laws. Exchanger is in compliance in all material respects with all applicable laws, regulations and administrative orders of (i) the United States. including without limitation the Communications Act, (ii) any State, and (iii) any municipality, county, or subdivision, to which Exchanger, the System, or any of the Exchanged Assets is or may be subject.

(i) Insurance To the extent insurable, Exchanger has represented to Exchangee that the Exchanged Assets are insured by Exchanger under policies of fire, casualty, liability and other forms of insurance in such amounts and against such risks and losses as are reasonable and adequate for the -Exchanged Assets. Exchanger has represented that such insurance is in an amount not less than the actual replacement value of the insurable Exchanged Assets and that such insurance shall be maintained until and including the Closing Date.

(j) Contracts. Every lease and other contractual agreement listed on Schedule 1.01 hereto will be effective for a period of at least six (6) months following the Closing Date, and shall continue in effect thereafter until either Party provides at least Thirty (30) days' notice of termination to the other Party. Exchanger has assured Exchangee that it will take all actions necessary to facilitate and effectuate assignment of any transmitter/site lease to Exchangee effective upon Closing.

(k) Taxes. Exchangee has been assured by Exchanger that it has (i) filed all federal, state, local, foreign and other tax returns and reports of every nature required to be filed in connection with the Exchanged Assets and the System. and has paid or will pay all taxes shown to be due on said returns or reports, through the date of closing. Such shall be pro-rated through the date of closing.

(l) Equipment. Exchanger has assured Exchangee that the equipment, including the SEA equipment, listed on Schedule 1.01 hereto or subject to the equipment lease(s) listed on Schedule 1.01 hereto, is in goodworking condition, in conformity with the manufacturer's specifications (including the ability to perform the functions for which it was designed), and in compliance with FCC Rules.

(m) No Misstatements or Omissions. None of the information or documents furnished or to be furnished by Exchanger to Exchangee or to any of Exchangee's representatives, and no representation or warranty made in this Agreement or in any agreement, document or instrument contemplated hereby, is or will be false or misleading as to any material fact. or omits or will omit or fail to state a material fact required to make any of the statements made therein not misleading in any

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material respect.

(n) Broker's Fees. No agent, broker or other person acting pursuant to the express or implied authority of Exchanger is or may be entitled to a commission or finder's fee in connection with the transaction contemplated by this Agreement, or is or may be entitled to make any claim against Exchanger or against Exchangee as a result of any action by Exchanger, for a commission or finder's fee. Exchanger shall pay any brokerage and/or finder's fee or commission. Exchanger agrees to indemnify Exchangee against any claim for any such commission or finder's fee made by any agent, broker or other person acting pursuant to the express or implied authority of Exchanger.

(o) Environmental Matters. With respect to any real property listed on Schedule 1.01 hereto or any real property leased pursuant to a lease listed on Schedule 1.01 hereto (any such real property referred to hereinafter as the "Real Property"), Exchanger has assured Exchangee that to the best of Exchanger's knowledge after reasonable inquiry, neither Exchanger nor any lessor, owner, or user of the Real Property has used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, or about the Real Property or transported to or from the Real Property any hazardous material, hazardous substance, pollutant, or contaminant, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act, or by the U.S. Environmental Protection Agency or any state environmental agency.

2.02. Representations and Warranties of Exchangee. Exchangee hereby represents and warrants to Exchanger each of the following:

(a) Authority. Exchangee is a limited liability company duly organized, validly existing and in good standing under the laws of the State in which it is organized. Exchangee has all requisite power and authority and the legal right to own its properties and to conduct its business as currently conducted, and to execute, deliver and perform this Agreement. Exchangee's execution, delivery, and performance of this Agreement has been duly and validly authorized by all necessary action on the part of the Exchangee. This Agreement has been duly executed and delivered by Exchangee and constitutes the valid and binding obligation of Exchangee enforceable in accordance with its terms against Exchangee except as may be limited by laws affecting the enforcement of creditors' rights or equitable principles generally.

(b) No Restrictions Against Performance. Neither the execution, delivery, or performance of this Agreement by Exchangee, nor the consummation of the transaction contemplated hereby will, with or without the giving of notice or the passage of time, or both, violate any provisions of, conflict with, result in a breach of, constitute a default under, or result in the creation or imposition of any Lien or condition under, (i) Exchangee's organizational documents; (ii) any federal, state or local law, statute, ordinance, regulation or rule, which is applicable to Exchangee; (iii) any contract, indenture, instrument, agreement, mortgage, lease, right or other obligation or restriction to which Exchangee is a Party or by which Exchangee is bound; or (iv) any order, judgment, writ, injunction, decree, license, franchise, permit or other authorization of any federal, state or local court, arbitration tribunal or governmental agency by which Exchangee is bound. The execution and delivery of this Agreement

by Exchangee and the performance by Exchangee of the transactions contemplated herein will not constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other law for the protection of debtors or creditors. This shall include and apply to any management or other agreement(s) Exchanger currently has with any third party(ies).

(c) Broker's Fees. No agent, broker or other person acting pursuant to the express or implied authority of Exchangee is or may be entitled to a commission or finder's fee in connection with the transactions contemplated by this Agreement, or is or may be entitled to make any claim against Exchanger or against Exchangee as a result of any actions by Exchangee. for a commission or finder's fee. Exchangee agrees to indemnify Exchanger against any claim for any such commission or finder's fee made by any agent, broker or other person acting pursuant to the express or implied authority of Exchangee.

COVENANTS

3.01. Exchanger's Covenants. Exchanger has represented and covenanted to and agreed with Exchangee that:

(a) Conduct of Business. From the date hereof until Closing, Exchanger shall:

(i) maintain and preserve the Exchanged Assets and conduct the business of the System in a reasonable and prudent manner, in the ordinary and usual course, and consistent with industry practice, including but not limited to maintaining the books and records of the System in such manner to the extent such books and records are listed on Schedule 1 .01;

(ii) secure assignments to Exchangee of all agreements identified on Schedule 1 .01, including all required consents to such assignments;

(iii) not modify any of the leases or other agreements listed on Schedule 1 .01 hereto, except as approved by Exchangee, or breach the terms of any such lease or other agreement in any material respect;

(iv) not enter into any lease or other agreement with respect to the Exchanged Assets other than the leases and agreements already entered into, except as approved by Exchangee;

(v) not create, assume, or incur any indebtedness with respect to the System or the Exchanged Assets, except as approved by Exchangee;

(vi) not sell, transfer, dispose of, or create or suffer any Lien on any of the Exchanged Assets, except as approved by Exchangee;

(vii) not take any other action which would have an adverse effect on the System or any of the Exchanged Assets, including without limitation the value or condition thereof;

(viii) to the extent any employment laws apply to this transaction, cooperate in

good faith with Exchangee in complying with all such laws.

(b) Access and Information. To the extent Exchangee reasonably deems necessary for purposes of this Agreement and the transaction contemplated hereby, Exchanger shall permit Exchangee, its counsel, accountants and other representatives to have full access throughout the period prior to Closing to the System, specifically including without limitation, the equipment, properties, and books and records of Exchanger relating to the Exchanged Assets or the System, and will cause to be furnished to Exchangee and its representatives during such period all information concerning the Exchanged Assets and the System as Exchangee or its representatives may reasonably request, including without limitation all equipment manuals and maintenance records associated with the Exchanged Assets.

(c) No Shop. Exchanger has agreed with Exchangee that, from the date hereof until Closing or termination of this Agreement pursuant to Article VII hereof, neither Exchanger nor any of its agents will take any action, directly or indirectly, to solicit indications of interest in, or offers for, the sale of the System or any of the Exchanged Assets from anyone other than Exchangee. Exchanger agrees promptly to inform Exchangee of any offers or solicitations to purchase any of the Purchase Assets, including the terms thereof, made by any third Party.

(d) Confidentiality. Whether or not the transaction contemplated hereby is consummated, Exchanger agrees to use its best efforts to keep the existence and terms of this Agreement confidential, including but not limited to the nature and amount of the consideration and any and all information with respect to the Exchangee; provided, however, that each Party may disclose such information to its lawyers, accountants, and other representatives. Notwithstanding the foregoing, Exchanger may disclose this Agreement or any part hereof to any third Party if required to do so by law or contractual obligation; however, in such case, Exchanger shall, prior to such disclosure, (a) notify Exchangee as to the identity of the Party to whom Exchanger intends to make the disclosure, and (b) redact all references to Exchangee in this Agreement.

(e) Further Assurances. Exchanger agrees, without further consideration, to execute and deliver such other instruments of transfer and take such other action as Exchangee may reasonably request in order to put Exchangee in possession of, and to vest in Exchangee, good, valid, and unencumbered title to the Exchanged Assets in accordance with this Agreement and to consummate the transactions contemplated by this Agreement.

3.02. Covenants of Both Parties. The Parties hereto covenant and agree that:

(a) Assignment Application. Promptly following the execution of this Agreement, and no later than thirty (30) days thereafter, the Parties hereto agree to prepare, execute and file with the FCC their respective portions of applications (the "Assignment Applications") seeking the consent of the FCC to the assignment of the License/authorizations to Exchangee. Both Parties shall fully cooperate to assure routine, expedited processing and grant of the assignment application, including prompt response to any FCC-requested information.

(b) Disclosure to Parties. If either of the Parties should become aware, prior to

Closing, that any of their respective representations, warranties or covenants are inaccurate or incapable of being performed, such Party shall promptly give written notice of such inaccuracy or incapability to the other Party; provided, however, that nothing contained in this Section 3.02(b) shall relieve the Party bound by such representation, warranty or covenant from complying with such representation, warranty, or covenant.

(c) No Hindrance. Neither Party will take any action that may reasonably be expected to hinder or prevent the consummation of the transactions contemplated herein.

CLOSING CONDITIONS

4.01. Conditions to Obligations of Exchangee. This Agreement and the obligations of Exchangee to perform hereunder shall be subject to the satisfaction by Exchanger, or waiver in writing by Exchangee, of the following conditions at or prior to Closing:

(a) Representations, Warranties and Obligations. All representations and warranties of Exchanger contained in this Agreement shall, except as expressly provided herein, be true and correct as of the date hereof and until and through the Closing Date. Exchanger shall have performed and complied with all of its covenants and obligations under this Agreement.

(b) Partnership Approval and Third-Party Consents. Exchanger shall have obtained and delivered to Exchangee all necessary consents and approvals of its partnership (which shall be evidenced by a certified resolution) within Thirty (30) days of execution of this Agreement, and third Parties or governmental authorities to permit Exchangee to acquire the Exchanged Assets without the addition of any condition which would have a material adverse effect on any of the Exchanged Assets.

(c) FCC Consent. The FCC shall have granted its consent to the assignment of the License to Exchangee from Exchanger without the addition of any condition which would have a material adverse effect on the License, and such grant shall have become a Final Order. For purposes of this Agreement, "Final Order" means an action by the FCC granting its consent and approval to the assignment of the License, with respect to which no action, request for stay, petition for rehearing, reconsideration or appeal is pending, and as to which the time for filing any request, petition or appeal has expired and with respect to which the time for agency action taken on its own motion has expired; or in the event of the filing of such request, petition or appeal, an action which shall have been reaffirmed or upheld and with respect to which the time for seeking further administrative or judicial review, shall have expired without the filing of any such action for further review.

(d) No Material Adverse Change. There shall not have been any material adverse change in any of the Exchanged Assets.

(e) Deliveries. Exchanger shall have delivered to Exchangee each of the documents specified in Section 5.01 hereof.

(f) Liens and Indebtedness. All Liens and indebtedness with respect to the

Exchanged Assets shall have been released to Exchangee's satisfaction.

4.02. Conditions to Obligations of Exchanger. This Agreement and the obligations of Exchanger to **perform** hereunder shall be subject to the satisfaction by Exchangee, or waiver in writing by Exchanger, of the following conditions at or prior to Closing:

(a) Representations and Warranties. All representations and warranties of Exchangee contained in this Agreement shall, except as expressly provided herein, be true and correct as of the date hereof, and until and through the Closing Date. Exchangee shall have performed and complied with all of its covenants and obligations under this Agreement.

(b) Deliveries. Exchangee shall have delivered to Exchanger each of the documents specified in Section 5.02 hereof.

DELIVERIES

The following deliveries shall be made by the respective Parties at Closing:

5.01. Exchanger's Deliveries. Exchanger shall deliver to Exchangee each of the following items at or prior to Closing:

(a) one or more documents conveying to Exchangee all of the Exchanged Assets to be exchanged hereunder, free and clear of any and all Liens of any nature;

(b) evidence of the assignment of all leases and other agreements identified on Schedule 1.01 hereto;

(c) the certified resolution described in Section 4.01 (a) hereof;

(d) copies of all equipment manuals and material maintenance records associated with the Exchanged Assets; and

(e) such other documents, assignments, instruments of conveyance, and certificates of partners/officers as reasonably may be required by Exchangee to consummate this Agreement and the transaction contemplated herein.

5.02. Exchangee's Deliveries. Exchangee shall deliver to Exchanger at Closing the following:

(a) Exchangee shall deliver to Exchanger the full number of Membership units specified in Section 1.04.

Handwritten signature and date: 9/29/00

INDEMNIFICATION

6.01. Indemnification by Exchanger. Exchanger has agreed with Exchangee to defend, indemnify and hold Exchangee, any subsidiary or affiliate thereof, and its respective successors, officers, directors, controlling persons and members (the "Indemnified Exchangee Group") harmless from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees, penalties and interest) payable to or for the benefit of, or asserted by, any Party, resulting from, arising out of, or incurred as a result of (a) the falsity of any representation made by Exchangee herein or in accordance herewith, (b) the breach of any warranty or covenant made by Exchanger herein or in accordance herewith? or (c) any and all claims, liabilities and obligations of any nature relating to the business and operation of the System prior to the Closing Date.

6.02. Indemnification by Exchangee. Exchangee agrees to defend, indemnify and hold Exchanger harmless from and against any and all losses, liability, damages, costs, or expenses incurred by Exchanger (including reasonable attorneys' fees, penalties and interest), payable to or for the benefit of, or asserted by, any Party, resulting from, arising out of, or incurred as a result of (a) the falsity of any representation made by Exchangee herein or in accordance herewith, (b) the breach of any warranty or covenant made by Exchangee herein or in accordance herewith, or (c) any and all claims, liabilities and obligations of any nature relating to the business and operation of the System before the Closing Date.

6.03. Survival of Covenants and Warranties. The representations, warranties, covenants and agreements made by Exchanger, on the one hand, and Exchangee, on the other hand, shall survive the Closing and shall be fully enforceable at law or in equity against such other Party and its successors and assigns by the other Party and its successors and assigns for a period of One (1) year after the Closing Date. Any investigation at any time made by or on behalf of (or any disclosure to) any Party hereto shall not diminish in any respect whatsoever its right to rely on the representations and warranties of the other Party hereto.

6.04. Notice of Claims. Exchangee and Exchanger each agree to give prompt written notice to the other of any claim against the Party giving notice which might give rise to a claim by it against the other Party hereto based upon the indemnity provisions contained herein, stating the nature and basis of the claim and the actual or estimated amount thereof. In the event that any action, suit or proceeding is brought against Exchanger or any member of the Indemnified Exchangee Group with respect to which any Party hereto may have liability under the indemnification provisions contained herein, the indemnifying Party shall have the right, at its sole cost and expense, to defend such action in the name or on behalf of the indemnified Party and, in connection with any such action, suit or proceeding, the Parties hereto agree to render to each other such assistance as may reasonably be required in order to ensure the proper and adequate defense of any such action, suit or proceeding. Neither Party hereto shall make any settlement of any claim which might give rise to liability of the other Party under the indemnification provisions contained herein without the

written consent of such other Party, which consent such other Party covenants shall not be unreasonably withheld.

TERMINATION

7.01. Termination Not Due to Breach. This Agreement may be terminated (a) at any time by mutual written consent of Exchanger and Exchangee; and (b) after one year from the date of this Agreement, by Exchangee at its sole option, if Closing between Exchanger and Exchangee has not occurred by that date and if failure to close is not the result of a breach of the Agreement by Exchangee. If this Agreement is terminated pursuant to this Section 7.01. (i) neither of the Parties hereto, nor any of their agents or successors in interest, shall have any liability or further obligation to the other Party or any of its agents or successors in interest pursuant to this Agreement; and (ii) all FCC filings, applications and other submissions relating to the assignment of the License shall (to the extent practicable) be withdrawn.

7.02. Termination Due to Breach by Exchangee. In the event that Exchangee fails to comply with any material term or obligation or breaches any representation or warranty contained in this Agreement in any material respect and does not cure such failure within twenty (20) days of receiving written notice from Exchanger thereof, and if Exchanger has not formally waived such, then Exchanger may at its option, by written notice to Exchangee, terminate this Agreement and Exchangee, if at the time of its breach holds the FCC license? Exchangee agrees to comply with any legal process and/or court order to relinquish the license.

7.03. Termination Due to Breach by Exchanger. In the event that Exchanger fails to comply with any material term or obligation or breaches any representation or warranty contained in this Agreement in any material respect and does not cure such failure within twenty (20) days of receiving written notice thereof: and if Exchangee has not formally waived such, then Exchangee may at its option by written notice to Exchanger terminate this Agreement.

GENERAL PROVISIONS

8.01. Expenses. Except as otherwise expressly provided herein. each Party to this Agreement shall pay its own expenses (including without limitation the fees and expenses of its agents, representatives, counsel, and accountants). incidental to the negotiation. drafting, and performance of this Agreement including, without limitation, the preparation of the applicable sections of the FCC assignment application. In the event any Party shall bring an action in connection with the performance, breach or interpretation of this Agreement, the prevailing Party in any such action shall be entitled to recover from the losing Party all reasonable costs and expenses of such action, including attorneys' fees. Exchangee shall pay all applicable sales and transfer taxes, if any.

8.02. Bulk Transfer Laws. Exchangee hereby waives compliance by Exchanger with the laws of any jurisdiction relating to bulk transfers which may be applicable in connection with the transfer of the Exchanged Assets to Exchangee; provided that, Exchanger agrees to indemnify, defend and

hold Exchangee harmless from and against any and all costs, liabilities or claims asserted against or incurred by Exchangee as a result of noncompliance with such bulk transfer laws.

8.03. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Exchanger, Exchangee and their respective successors and permitted assigns. but shall not be assignable or delegable in whole or in part by Exchangee or Exchanger without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided however. that Exchangee shall have the right to assign or delegate its rights and obligations hereunder to an affiliate or subsidiary without the consent of Exchanger. Upon the execution of any permissible assignment of the obligations of Exchangee hereunder, Exchanger agrees that the Assignee shall assume all obligations of Exchangee under this Agreement and that Exchangee shall have no further obligations hereunder. For purposes of this Agreement, the term "affiliate", shall mean any entity which has 5% or more common ownership with Exchangee.

8.04. Waiver. No provision of this Agreement shall be deemed waived by course of conduct, including the act of Closing, unless such waiver is made in writing signed by both Parties stating that it is intended specifically to modify this Agreement, nor shall any course of conduct operate or be construed as a waiver of any subsequent breach of this Agreement, whether of a similar or dissimilar nature.

8.05. Entire Ameement. This Agreement (together with the Schedules hereto) supersedes any other agreement, whether written or oral, that may have been made or entered into by Exchangee and Exchanger (or by any director: officer, agent. or other representative of such Parties) relating to the matters contemplated hereby. This Agreement (together with the Schedules hereto) entered into contemporaneously herewith constitute the entire agreement by and among the Parties and there are no other agreements or commitments except as expressly set forth herein.

8.06. Further Assurances. Each of the Parties hereto agrees to promptly execute all documents and instruments and to take or to cause to be taken all actions which are necessary or appropriate, as well as fully cooperate with each other, in order to complete the transaction contemplated by this Agreement.

8.07. Risk of Loss. Each of the Parties hereto hereby acknowledges and agrees that the risk of loss, damage or destruction of the Exchanged Assets shall be upon the Exchanger until Closing, and upon Closing shall pass to Exchangee. In the event of such loss, damage or destruction prior to Closing, Exchanger shall promptly restore, replace or repair the damaged property to its previous condition at its own and sole cost, and Exchanger shall have the right to use all insurance proceeds to effect such restoration, replacement or repair and to retain all excess proceeds.

8.08. Notices. All notices, demands, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given and shall be effective upon receipt if delivered by hand, or sent by certified or registered United States mail, postage prepaid and return receipt requested, or by prepaid overnight express service. Notices shall be sent to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice; provided

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that such notice shall be effective only upon receipt thereof):

- (a) If to Exchanger:

Mr. Ray Grundeman, Managing Partner
San Diego 220 SMR Partnership
17 Club Way
Red Bank, New Jersey 07701

- (b) If to Exchangee:

Rampoldi's Dispatch, L.C.
c/o 5440 NW 33rd Ave.
Ft. Lauderdale, FL 33309
ATTN: William Gale

8.09. Specific Performance. The Parties agree and acknowledge that, due to the unique nature of the subject matter of this Agreement, Exchangee would be irreparably damaged in the event of a breach of this Agreement, which damage could not be adequately compensated except by specific performance of this Agreement.

8.10. Amendments, Supplements, Etc. This Agreement may be amended or modified only by a written instrument executed by both Parties which states specifically that it is intended to amend or modify this Agreement.

8.11. Severability. If, at any time, the FCC, or any other applicable federal, state, or local governmental authority, or any court or arbitration tribunal having jurisdiction determines that any provision of this Agreement is void, invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable and still preserve each Party's benefits and equities hereunder.

8.12. Applicable Law. This Agreement and the legal relations between the Parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Florida, without giving effect to the principles of conflict of laws thereof. Venue for any cause of action brought by or between Exchangee or Exchanger relating to this Agreement, shall be in the State of Florida, in Broward County.

8.13. Titles and Headings. Titles and headings to sections hereof are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of,

this Agreement.

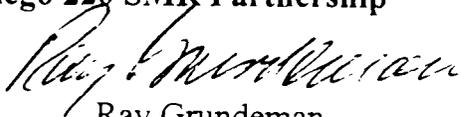
8.14. Transition. Exchangee and Exchanger shall cooperate and take such action as may be reasonably requested by the other in order to effect the transaction contemplated herein.

8.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Exchanger:

San Diego 220 SMR Partnership

By: 
Name: Ray Grundeman

Title: Managing Partner

September 29, 2000

Exchangee:

RAMPOLDI'S DISPATCH, L.C.

By: 
Name: William Gale
Title: Founding Member

Schedule 1.01

Assets of Exchanger

The assets, contractual rights, obligations, and authorizations to be conveyed, transferred, assigned, and delivered by Exchanger to Exchangee at Closing (the "Exchanged Assets") are the following:

1. FCC licenses/authorizations to operate a 220-222 MHz mobile radio stations in San Diego, California under call signs WPCR 666 and WPOJ375;
2. Equipment, as listed below (attach additional sheets if necessary):
 - One (1) cabinet with dimensions 26"x22"x83" containing four (4) SE.4 ESP 1000 20 watt repeaters and one (1) ESP 1 OOOM 20 watt repeater.
 - One (1) standard 19" combining rack containing associated accessory' combining equipment.
 - One (1) DB 220-225 transcieve antenna.
3. Agreements, as listed below (attach additional sheets if necessary):

<u>Subject Matter</u>	<u>Parties</u>	<u>Date</u>
Transmitter/Tower site lease between	Exchanger and American Tower; tower located at 9032B Friars Road; San Diego, CA 92108	Oct. , 2000

4. Other assets, as listed below, including intangible business assets (attach additional sheets if necessary): Limited cash required for dissolution of partnership and other final expenses per accounting previously submitted to Exchangee.

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Schedule 1.03

LIABILITIES AND OBLIGATIONS

Liabilities of Exchanger to be assumed by Exchangee at Closing (other than the contractual obligations contained in the Agreements listed on Schedule 1.01 hereto) are the following:

1. There are no additional Exchanger liabilities of which Exchanger is aware.
- 2.
- 3.
- 4.
- 5.
- 6.

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Schedule 2. 01 (c)

THIRD PARTY CONSENTS

1. FCC consent to the assignment of the License;

2. other consents:

(a) Assignment of transmitter site lease--

(b) No additional consents required of which Exchanger is aware.

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9/29/00