

BRIEF FOR APPELLEE

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IN THE UNITED STATES COURT OF APPEALS  
FOR THE DISTRICT OF COLUMBIA CIRCUIT

\_\_\_\_\_  
No. 08-1080  
\_\_\_\_\_

MORRIS COMMUNICATIONS, INC.

Appellant,

v.

FEDERAL COMMUNICATIONS COMMISSION

Appellee.  
\_\_\_\_\_

ON APPEAL OF AN ORDER OF THE  
FEDERAL COMMUNICATIONS COMMISSION  
\_\_\_\_\_

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## **CERTIFICATE AS TO PARTIES, RULINGS, AND RELATED CASES**

### **A. Parties and Amici**

The parties before this Court are Morris Communications, Inc., appellant; and the Federal Communications Commission, appellee.

### **B. Rulings Under Review**

*Morris Communications, Inc. Request for Waiver of Installment Payment Rules and Reinstatement of 900 MHz SMR Licenses*, Memorandum Opinion and Order, 23 FCC Rcd 3179 (2008) (JA ).

### **C. Related Cases**

The Order on review has not previously been before this Court. Counsel are not aware of any related cases that are pending before this Court or any other court.

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## GLOSSARY

JA	Joint Appendix
MHz	Megahertz
MTA	Major Trading Area
SMR	Specialized Mobile Radio Service
STA	Special Temporary Authority

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ON APPEAL OF AN ORDER OF THE  
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BRIEF FOR APPELLEE

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**QUESTION PRESENTED**

Whether the Commission reasonably denied Morris's request to waive the agency's installment payment rules and reinstate Morris's radio licenses after those licenses canceled automatically upon Morris's failure to make full and timely installment payments on those licenses as required by the terms of the licenses themselves, Morris's promissory notes, and the Commission's rules and precedent.

## STATEMENT OF JURISDICTION

The Commission released the *Order* on February 21, 2008. *Morris Communications, Inc., Request for Waiver of Installment Payment Rules and Reinstatement of 900 MHz SMR Licenses*, Memorandum Opinion and Order, 23 FCC Rcd 3179 (2008) (JA ). On February 27, 2008, Morris Communications, Inc. filed a “Petition for Review or Notice of Appeal” of the *Order*, which cited 47 U.S.C. § 402(b)(5) as a basis for this Court’s jurisdiction. Although Morris now asserts 47 U.S.C. § 402(a) as an additional basis for jurisdiction, Br. 1, the two provisions are mutually exclusive. *See Sprint Nextel Corp. v. FCC*, 524 F.3d 253, 256 (D.C. Cir. 2008).

In our view, section 402(b)(5) alone grants the Court jurisdiction to decide this case. That section permits appeal by “the holder of any ... station license which has been ... revoked by the Commission.” 47 U.S.C. § 402(b)(5). This Court has found section 402(b) to provide jurisdiction when, as in this case, a licensee challenged the cancellation of its licenses after it failed to make timely installment payments, because “[e]ven if the Commission did not formally ‘revoke’ [the] licenses, that is certainly the effect of the license cancellation....” *Nextwave Personal Commc’ns, Inc. v. FCC*, 254 F.3d 130, 140 (D.C. Cir. 2001),

*aff'd on other grounds*, 537 U.S. 293 (2003). Because Morris's notice of appeal was filed within 30 days of the release of the Order, it is timely filed.<sup>1</sup>

### **STATUTES AND REGULATIONS**

Pertinent statutes and regulations are set forth in the statutory addendum to this brief.

### **COUNTERSTATEMENT OF THE CASE**

This case involves a challenge to a Commission order refusing to reinstate nine Specialized Mobile Radio ("SMR") licenses obtained by Morris at auction in 1996. Morris defaulted on its installment payment obligations for those licenses on January 31, 2002, when it failed to submit installment payments due July 31, 2001 by the end of the Commission's automatic six-month grace period. Under the terms of the Commission's installment payment rules, the licenses themselves, and the promissory notes executed by Morris, the licenses canceled automatically without Commission action on February 1, 2002. Morris asked the Commission to waive the automatic cancellation provisions of the Commission's installment payment rules and reinstate the licenses. While its waiver requests were pending,

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<sup>1</sup> The United States is not a statutory respondent in an appeal filed under 47 U.S.C. § 402(b) (unlike a petition for review filed under section 402(a), *see* 28 U.S.C. §§ 2342(l), 2344). The Department of Justice has authorized Commission counsel to state that the United States agrees that this case properly is considered under section 402(b) and that the United States therefore will not participate in this appeal.

Morris ceased making payments and used two of the licenses to provide service without Commission authorization. In the *Order* on review, the Commission denied Morris's request to waive the installment payment rules and reinstate the licenses. Morris now seeks judicial review.

## **COUNTERSTATEMENT OF THE FACTS**

### **I. Statutory and Regulatory Framework**

The Communications Act of 1934, as amended, establishes a system for licensing the use of radio spectrum, vests in the Commission the exclusive authority to grant radio licenses, and provides that “no such license shall be construed to create any right, beyond the terms, conditions, and periods of the license.” 47 U.S.C. § 301. The Commission has the authority under the Act to “prescribe such restrictions and conditions, not inconsistent with law, as may be necessary to carry out the provisions of this chapter....” *See* 47 U.S.C. § 303(r).

A 1993 amendment to the Communications Act expressly authorized the Commission to award certain spectrum licenses via competitive bidding, *i.e.*, by auction. *Implementation of Section 309(j) of the Communications Act – Competitive Bidding*, Second Report and Order, 9 FCC Rcd 2348, 2349 (1994) (“*Second Auction Rules Order*”) (citing 47 U.S.C. § 309(j)). For purposes of that provision, Congress directed the Commission to design its auction rules to “ensure

that small businesses ... are given the opportunity to participate in the provision of spectrum-based services.” 47 U.S.C. § 309(j)(4)(D); *see also id.* § 309(j)(3)(B).

In an effort to fulfill this statutory mandate, the Commission in 1994 adopted payment rules that permitted qualified small businesses in certain auctions to pay their winning bids in quarterly installments. *Second Auction Rules Order*, 9 FCC Rcd at 2389-91. Where licensees elected to use installment payments, the Commission’s rules required each license to be conditioned on the “full and timely” performance of the licensee’s obligations under the installment plan, and the rules specified automatic cancellation, without action by the Commission, if the condition was not met. *See* 47 C.F.R. § 1.2110(d)(4) (1994) (requiring that each license under the installment plan contain such a condition). Under these initial rules, which have since been superseded, any licensee whose installment payment was more than 90 days past due was in default unless it requested and received a grace period from the Commission. *Second Auction Rules Order*, 9 FCC Rcd at 2391. Licensees could request a grace period ranging from 90 to 180 days. *Ibid.*; *see also* 47 C.F.R. § 1.2110(d)(4)(i), (ii) (1994).

In 1997, the Commission amended its installment payment rules to provide for “automatic[]” grace periods for “existing licensees who are currently paying for their licenses in installments.” *Amendment of Part 1 of the Commission’s Rules – Competitive Bidding Procedures*, 13 FCC Rcd 374, 436 (1997) (“*Third Auction*

*Rules Order*”), *aff’d*, *Celtronix Telemetry, Inc. v. FCC*, 272 F.3d 585 (D.C. Cir. 2001).<sup>2</sup> Under the revised rules, a licensee that fails to make a timely installment payment “will automatically have an additional 90 days in which to submit its required payment without being considered delinquent, but will be assessed a five percent late payment fee.” *Ibid.* If the licensee fails to make the required payment within this first 90-day period, it “will automatically be provided a subsequent 90-day grace period, ... subject to a second, additional late fee equal to ten percent of the initial required payment.” *Ibid.* In 2000, the Commission further revised the rules to align the schedule for late payments with the quarterly schedule of regular installment payments. *Amendment of Part 1 of the Commission’s Rules – Competitive Bidding Procedures*, 15 FCC Rcd 15,293, 15,310 (¶28) (2000) (“*Part I Reconsideration of Third Report and Order*”). The revised rule, which applies to Morris in this case, specifies that any licensee that fails to make the required payment (including any applicable late fees) within six months of the due date for its installment payment “shall be in default,” “its license shall automatically cancel” without any action by the Commission, and “it will be subject to debt collection procedures.” 47 C.F.R. § 1.2110(g)(4)(iv).

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<sup>2</sup> At the same time, the Commission discontinued its installment payment program for future auctions. *Third Auction Rules Order*, 13 FCC Rcd at 397-400 (¶¶ 38-40).

## II. Morris's Default and Automatic Cancellation of Its Licenses

SMR licensees use radio systems to “provide land mobile communications services ... in the 800 MHz and 900 MHz bands on a commercial basis.” See 47 C.F.R. § 90.7 (defining “Specialized Mobile Radio system”).<sup>3</sup> In April 1996, the Commission completed an auction of 900 MHz SMR licenses.<sup>4</sup> Each license authorized service in a Major Trading Area (“MTA”). Morris submitted the winning bids for nine licenses in four different MTAs: two in Charlotte, North Carolina; one in Birmingham, Alabama; two in Nashville, Tennessee; and four in Knoxville, Tennessee.

In a public notice issued in October 1996, the Commission announced that Morris (among others) had qualified for the agency’s installment payment program. *FCC Announces Grant of 900 MHz Specialized Mobile Radio MTA Licenses*, Public Notice, 11 FCC Rcd 13188, 13189 (1996). The Commission conditioned the grant of Morris’s licenses on the company’s timely execution and submission of “a note documenting [Morris’s] installment payment obligations”

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<sup>3</sup> SMR services are used primarily for voice communications. Systems are also being developed for data and facsimile services. Additionally, the development of digital SMR technology is enabling new features and services such as two-way acknowledgement paging and inventory tracking, credit and authorization, automatic vehicle location, fleet management, remote database access, and voice mail.

<sup>4</sup> *FCC Announces Winning Bidders in the Auction of 1,020 Licenses to Provide 900 MHz SMR in Major Trading Areas*, Public Notice, 11 FCC Rcd 18599 (1996).

for each license “and a security agreement commemorating the Commission’s security interest in the license in the event of default.” *Id.* at 13188. Morris complied with this condition and executed an installment payment plan note and security agreement that described in detail the specific amounts it owed and its payment deadlines. *See* Appendix A (Morris Communications, Inc. Installment Payment Plan Note and Security Agreement).

Morris’s licenses were expressly “conditioned upon the full and timely payment of all moneys due pursuant to ... the Commission’s rules and the terms of the Commission’s installment plan as set forth in the Note and Security Agreement executed by the licensee.” *See Order* n.25 (quoting from Morris’s licenses) (JA ); *see also* Appendix B (Morris Communications, Inc. 900 MHz SMR Licenses). Each license stated on its face: “Failure to comply with this condition will result in the automatic cancellation of this authorization.” *Order* at n. 25; Appendix B. Further, “when a license automatically cancels, the former licensee remains obligated for the full amount of the debt and its debt is accelerated.” *Order* ¶ 26 (JA ).

For several years, Morris made timely installment payments on its licenses. However, trouble developed in 2001, when Morris failed to make full and timely payments that were due on July 31, 2001 for the nine licenses at issue in this case. Even though it missed the July 31, 2001 payment deadline, under the rules in effect

at that time, Morris nevertheless could have avoided defaulting on its licenses by submitting full payment (along with a five percent late fee) at the end of the first automatic 90-day grace period that followed the payment deadline. Morris did not do so, and the first grace period expired. Nonetheless, the company still could have avoided default by submitting full payment (along with an additional ten percent late fee) at the end of the second automatic 90-day grace period provided under the Commission's rules. But the second grace period expired without full payment by Morris. Accordingly, pursuant to FCC rule and the express terms of the licenses, Morris's nine licenses automatically canceled on February 1, 2002, without any action by the Commission or its staff, and Morris became subject to the Commission's debt collection procedures. *Order* ¶ 6 (JA ); *see also* 47 C.F.R. § 1.2110(g)(4)(iv).

### **III. Morris's Post-Default Waiver Requests and Other Actions**

Subsequently, on February 5, 2002 – five days after the second grace period expired and the licenses canceled automatically, and more than six months after the installment payment deadline – Morris wired funds to the Commission to pay toward the amounts that had been due on July 31, 2001. *Order* ¶ 7 (JA ).

The Commission's Office of Managing Director subsequently sent Morris a letter dated April 26, 2002, notifying Morris that it had defaulted on its installment

payments, its debt had been accelerated, and the acceptance by the Commission of payments on the company's debt would not constitute a waiver of the default or a reinstatement of the original payment schedule. *Order* ¶ 18 (JA ); *see also* Letter from Mark Reger, Chief Financial Officer, Office of Managing Director, Federal Communications Commission, to Morris Communications, Inc. (April 26, 2002) (“April 26, 2002 OMD Letter”) (JA ).

On May 2, 2002, Morris filed a request for a waiver of the automatic cancellation of the nine licenses with the Commission's Office of Managing Director. *Order* ¶ 8 (JA ). Morris asserted that it was uncertain as to the exact amount it owed and that it received its payment notice late. *Id.* Relying on its timely submission of installment payments for approximately five years prior to default, Morris argued that enforcement of the installment payment rules would be inequitable, unduly burdensome, and contrary to the public interest under the “unique circumstances” of its case. *Id.* After October 30, 2002 (while its waiver request was pending), Morris unilaterally decided to stop making payments altogether with respect to seven of its nine licenses (for the MTAs other than Charlotte). *Order* ¶ 13 (JA ).

Morris filed a second request for waiver of the automatic cancellation of its nine licenses on January 21, 2003, and further asked that the Commission's Wireless Telecommunications Bureau grant it relief from making any installment

payments for a period of one year. *Order* ¶ 9 (JA ). As grounds for its waiver request, Morris again asserted unique circumstances, which it identified as the “regulatory uncertainty” surrounding the licenses, a lack of reasonably priced and suitable equipment, and the absence of demand for 900 MHz SMR service in its markets. *Id.* Morris repeatedly stated that it was having financial difficulties, its installment payments were a severe financial burden, and it could not obtain financing for the licenses. *Ibid.*

While its waiver requests were still pending, Morris proceeded without authorization to construct and commence operation of two SMR stations in the Charlotte MTA, a market covered by two of the canceled licenses. *Order* ¶ 50 (JA ). On January 14, 2003, Morris filed “substantial service showings” for these stations to demonstrate that it met the construction deadlines for 900 MHz SMR licenses set forth in the Commission’s rules.<sup>5</sup> *Order* ¶ 13 (JA ). As it did with the other seven licenses, Morris ultimately stopped making post-default payments on

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<sup>5</sup> Pursuant to section 90.665 of the Commission’s rules, Morris and other 900 MHz SMR licensees are required to meet certain deadlines for the construction and operation of facilities used to provide service in their areas of license and to provide the Commission with periodic reports on their progress. 47 C.F.R. § 90.665. The Commission refers to these reports, which are filed on Form 601 through the agency’s Universal Licensing System, as “substantial service showings,” whereas Morris refers to them as “Notification[s] of Buildout.” *See, e.g.*, Br. 4, 6, 14.

those two licenses after January 31, 2005, *id.*, even though it apparently continued to provide service to its Charlotte customers.

#### **IV. The Staff's Waiver Decision**

By letter dated April 25, 2005, the Auctions and Spectrum Access Division (“Division”) of the Commission’s Wireless Telecommunications Bureau, acting under delegated authority, denied Morris’s waiver requests. Letter from Margaret Wiener, Chief, Auctions and Spectrum Access Division, Wireless Telecommunications Bureau, to Ronald E. Quirk, Jr., Counsel for Morris Communications, Inc., 20 FCC Rcd 8176 (Wireless Tel. Bur. 2005) (“*Division Order*”) (JA ). The Division found that Morris had “failed to demonstrate that the underlying purpose of the Commission’s payment rule would not be served, or would be frustrated, by [the rule’s] application in this particular case.” *Id.* at 8179 (JA ). In the Division’s judgment, strict enforcement of the installment payment rules “was essential to safeguarding the integrity” of spectrum auctions “and the Commission’s licensing process.” *Ibid.* The Division also determined that Morris had “failed to present any unique facts or circumstances” that would justify a waiver of the FCC’s rules in this proceeding. *Id.* at 8181 (JA ).

## V. **Morris's Application for Review and Additional Post-Default Actions**

Morris applied to the Commission for review of the *Division Order*. Morris claimed that the staff's decision conflicted with Commission rules and precedent and reflected erroneous findings as to important and material questions of fact. *Order* ¶ 14 (JA ).

Meanwhile, in December 2005, while its application for review was pending, Morris for the first time requested the grant of special temporary authority ("STA") for its two Charlotte stations, which it had been operating without any Commission authorization for nearly three years.<sup>6</sup> By the time it made this request, Morris had stopped making payments on any of its licenses. The Commission, via its automated, Internet-based Universal Licensing System, processed Morris's requests and on December 28, 2005 granted an STA to Morris for a period of 180

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<sup>6</sup> An STA is the authority granted to a licensee to permit the operation of a communications facility for a limited period at a specified variance from the terms of the station or service authorization or requirements of the FCC rules applicable to a particular class of station or service. *See* 47 C.F.R. § 1.931(a). Bureaus and Offices may issue STAs for short term operations when the applicant has made a showing that, due to extraordinary circumstances, it cannot wait for the normal licensing process to conclude. *Id.*; *see also infra* n.16 (describing the Commission's practice of issuing STA grants to parties whose licenses have automatically canceled).

days or until the Commission acted on Morris's application for review, whichever period was shorter. *Order* ¶ 50 (JA ).<sup>7</sup>

Finally, in an attempt to "settle" its dispute with the Commission, Morris submitted and subsequently revised a proposed consent decree that sought reinstatement of the nine licenses. *Order* ¶ 12 (JA ). Morris also sought payment relief that would allow it to "become current in its payment schedules for all of the SMR Licenses within twelve months of the effective date of this Consent Decree" and to pay the balance due on its licenses in quarterly installments. *Id.*

## **VI. The *Order* on Review**

The Commission denied Morris's application for review on February 20, 2008. *Order* ¶ 1 (JA ). It rejected Morris's claim that the company was similarly situated to licensees that had received staff-level waivers from the installment

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<sup>7</sup> On June 8, 2006, shortly before its STA was scheduled to expire, Morris filed a request for extension of the STA. *See* Letter (with Exhibits) from Ronald E. Quirk, Jr., Counsel for Morris Communications, Inc., to Federal Communications Commission Wireless Bureau Applications, June 8, 2006 (submitting Requests for Extension of Special Temporary Authority to Continue Operating Stations KNNY352 and KNNY359) (JA ). Under FCC rules, Morris was permitted to continue operating its stations while its STA extension request was pending. *See* 47 C.F.R. § 1.62.

payment rules in two previous cases.<sup>8</sup> The Commission determined that those cases were distinguishable from this one. *Id.* ¶¶ 16-20 (JA ). While Morris also argued that “it detrimentally relied on the Commission’s acceptance of its post-default payments, as well as the Division’s ‘acquiescence’ to its construction” of two stations “as a constructive waiver of its installment payment deadlines,” *Id.* ¶ 28 (JA ), the Commission found this “assertion of detrimental reliance unconvincing.” *Id.* ¶ 30 (JA ). The Commission also rejected a number of other arguments raised by Morris. The Commission fully explained, for example, that it did not violate its debt collection rules, as Morris claimed. *Id.* ¶¶ 23-27 (JA ). The Commission also held that it did not deprive Morris of any process it was due. *Id.* ¶¶ 44-50 (JA ).

Having determined that Morris was not entitled to a waiver of the automatic cancellation rule, the Commission concluded that Morris could not continue to provide service in Charlotte indefinitely. At the same time, the agency expressed a commitment “to avoiding unnecessary disruptions in service to the public.” *Order* ¶ 51 (JA ). It had previously granted an STA so that Morris could operate its Charlotte stations while its application for review of the *Division Order* was

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<sup>8</sup> See Application for Review at 9-11 (JA ) (citing Letter from Amy J. Zoslov, Chief, Auctions and Industry Analysis Division, Wireless Telecommunications Bureau, to Meredith S. Senter, Jr., Esq., 14 FCC Rcd 5003 (Wireless Tel. Bur. 1999) (“*Senter*”), and *Lakeland PCS LLC and Cricket Licensee (Lakeland) Inc.*, 15 FCC Rcd 23733 (Wireless Tel. Bur. 2000) (“*Lakeland*”).

pending. *See id.* ¶ 50 (JA ). To ensure that Morris’s customers would not experience a sudden disruption in service and to provide for an orderly transition, the Commission decided to extend Morris’s STA for 180 days from the release of the *Order* denying Morris’s application for review. *Id.* ¶ 51 (JA ).

Under the express terms of that STA, “Morris is not permitted to solicit or add new subscribers in any of the market areas of the subject licenses.” *Ibid.* In addition, within five days of the *Order*’s release, Morris was required to provide written notice to each of its current subscribers “that it is not a licensee for the subject licenses; that it is authorized to provide service only under a grant of special temporary authority for 180 days from the release of this Order; and that subscribers must make arrangements with another carrier to obtain continued service at the end of the STA Period.” *Ibid.* “After the expiration of the STA Period, Morris will not be authorized to provide further service and shall cease any and all operations on the spectrum that had been assigned under the subject licenses.” *Ibid.*

## **VII. Subsequent Developments**

Notwithstanding the *Order*’s clear directive that the STA would terminate in 180 days and Morris must stop serving its existing Charlotte customers by that

date, Morris nevertheless sought an extension of the STA.<sup>9</sup> The Division denied Morris's request, finding that Morris had provided only generalized assertions concerning its customers and did not put forth any specific facts that might warrant an extension.<sup>10</sup> Under the terms of the *Order*, Morris's authorization to provide service in Charlotte under the STA expired on August 19, 2008.

Morris also moved this Court for a stay of the Commission's *Order* pending appeal. By order dated May 19, 2008, the Court denied Morris's stay motion.

### **SUMMARY OF ARGUMENT**

The Court should deny Morris's appeal. Morris unquestionably had notice that its nine 900 MHz SMR licenses canceled when the company failed to submit full and timely installment payments by January 31, 2002, the final day of the Commission's applicable automatic six-month grace period. Such notice was provided by Morris's promissory note, the licenses themselves, the Commission's rules and precedent, and the agency's April 26, 2002 letter. The Commission's delay in reconfirming the license cancellations in response to Morris's waiver

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<sup>9</sup> Letter (with Exhibits) from Ronald E. Quirk, Jr., Counsel for Morris Communications, Inc., to Wireless Telecommunications Bureau, Federal Communications Commission (submitting Request for Extension of Special Temporary Authority to Continue Operating Station WQEC752) (Aug. 5, 2008) (JA ).

<sup>10</sup> Letter from Katherine M. Harris, Deputy Chief, Mobility Division, Wireless Telecommunications Bureau, Federal Communications Commission, to Trace Morris, Morris Communications, Inc. (August 18, 2008). (JA ).

requests hardly caused Morris harm; rather, it served to benefit the company, which proceeded to operate an SMR business in Charlotte, North Carolina without authorization and without payment to the United States for the use of valuable radio frequency spectrum over the course of several years.

1a. The Commission did not abuse its discretion when it denied Morris's request for a waiver. Where, as in this case, defaulting licensees have been unable or unwilling to meet their payment obligations, the Commission has consistently denied their requests to waive the installment payment rules and reinstate their licenses after default. Here, Morris has not made a payment on seven of its nine licenses since October 29, 2002, and it ceased making payments on the other two licenses after January 31, 2005. Morris also informed the Commission of its serious financial distress in its second waiver request, wherein it sought a one-year deferral of its debt payment and construction obligations for the nine subject licenses. In addition, Morris's attempt to blame its failure to make full and timely payments on its receipt of a payment notice is unavailing. The Commission had no obligation to send Morris a payment notice in the first instance, and Morris had actual notice of its payment obligations, independent of any late notice.

1b. Morris has failed to demonstrate that the Commission applied its waiver policy inconsistently and that Morris was entitled to a waiver pursuant to agency precedent. The waivers upon which Morris relies were granted by the

Commission's staff, but a party cannot challenge a Commission *Order* based on its alleged inconsistency with staff-level decisions. *See Comcast v. FCC*, 526 F.3d 763, 769 (D.C. Cir. 2008). In all events, the Commission reasonably explained why Morris was not similarly situated with the licensees that received staff-level waivers.

2. Morris has not demonstrated that the Commission should be equitably estopped. When the Commission accepted certain of Morris's post-default payments, it did not represent that Morris's licenses had not canceled or that the Commission would grant Morris's waiver request. Instead, consistent with its precedent, the agency expressly warned Morris that acceptance of any post-default payments would not resurrect its canceled licenses because Morris remained obligated to repay the total amount of its outstanding debt. Nor did the Commission grant Morris authorization to construct and begin operation of two SMR stations in Charlotte; to the contrary, Morris constructed and began operating these stations after its licenses canceled, and prior to notifying the agency that it had met construction deadlines or seeking special temporary authorization to continue operations while the Commission considered its application for review of the *Division Order*. Morris therefore cannot plausibly demonstrate that it detrimentally relied on Commission action or that such reliance was reasonable.

Nor can Morris establish that the Commission's delay in denying its waiver request rises to the level of affirmative misconduct.

3. The Commission did not violate its own debt collection rules, *see* 47 C.F.R. §§ 1.1901 *et seq.* But even if the Commission had, that failure would only implicate Morris's schedule for debt repayment, not the automatic cancellation of its licenses, because the Commission's licensing rules – including the automatic cancellation rule – exist as an independent set of regulatory obligations.

4. The Commission did not violate Morris's due process rights. Morris was not entitled to an administrative hearing because it held no property rights that precluded automatic cancellation. Morris, like all licensees, enjoys only those rights that have been established by the terms and conditions of the licenses, and Morris's licenses were conditioned on the submission of full and timely installment payments. Thus, upon default, Morris automatically lost its right to the licenses, with no further action by the Commission required.

### **STANDARD OF REVIEW**

To the extent that Morris challenges the reasonableness of the Commission's decision, the Court must affirm the agency unless its action is "arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law." 5 U.S.C. § 706(2)(A). This "[h]ighly deferential" standard of review "presumes the

validity of agency action.” *AT&T Corp. v. FCC*, 220 F.3d 607, 616 (D.C. Cir. 2000).

When reviewing an agency decision declining to exempt a party from a generally applicable rule, this Court’s application of the arbitrary and capricious standard is particularly deferential. “[R]eview of an agency’s denial of a waiver” may result in reversal “only when ‘the agency’s reasons are so insubstantial as to render that denial an abuse of discretion.’” *BDPCS, Inc. v. FCC*, 351 F.3d 1177, 1181-82 (D.C. Cir. 2003) (quoting *Mountain Solutions, Ltd. v. FCC*, 197 F.3d 512, 517 (D.C. Cir. 1999)). An “agency’s strict construction of a general rule in the face of waiver requests is insufficient evidence of an abuse of discretion.” *Mountain Solutions*, 197 F.3d at 517. Ultimately, the Court may “not compel the Commission to grant a waiver ... as long as the request was given at least a ‘hard look’ to ensure that the agency is not rigidly applying a rule where it is not in the public interest.” *Delta Radio, Inc. v. FCC*, 387 F.3d 897, 900-01 (D.C. Cir. 2004).

## ARGUMENT

### I. THE COMMISSION REASONABLY DENIED MORRIS'S REQUEST FOR A WAIVER OF THE AUTOMATIC CANCELLATION RULE

#### A. The Commission Reasonably Concluded that Strict Enforcement of Installment Payment Deadlines Is Necessary to Protect the Integrity of the Auction Process.

To obtain a waiver of the Commission's automatic cancellation rule, Morris was required to demonstrate: (i) that the underlying purpose of the rule would not be served, or would be frustrated, by its application in this particular case, and that grant of the requested waiver would be in the public interest; or (ii) that the unique facts and circumstances of the particular case render application of the rule inequitable, unduly burdensome or otherwise contrary to the public interest, or that the applicant has no reasonable alternative. 47 C.F.R. § 1.925. Morris failed on both counts, and the Commission therefore reasonably denied its waiver request.

Morris failed to demonstrate that the underlying purpose of the Commission's installment payment rule would not be served, or would be frustrated, by its application in these circumstances. In affirming the *Division Order*, the Commission found that the first prong of the waiver standard was not satisfied because "the payment of winning bids in compliance with the Commission's rules is critical to realizing the public interest objectives of Section 309(j) of Communications Act." *Order* ¶ 34 (JA ). Indeed, "the Commission's

rules presume that the entity that bids the most for a license in an auction is the entity that places the highest value on the use of the spectrum; that such entities are presumed to be those best able to put the licenses to their most efficient use for the benefit of the public; and that requiring licensees to demonstrate their ability to pay as a condition of continuing to hold licenses is essential to an efficient licensing process that is fair to all auction participants, including those who win licenses and those who do not.” *Id.* Thus, when licensees fail to make timely installment payments, “the presumption that the auction assigned the license to the party that placed the highest value on the license is lost” because it “raise[s] the prospect that the defaulting licensee outbid others simply by bidding regardless of (or without reasonable consideration for) its ability to pay.” *Division Order*, 20 FCC Rcd at 8180 (JA ). If the Commission were to relieve licensees from their bid obligations, “the bid would cease to operate as an effective proxy for identifying those who value the spectrum the most, thereby undermining the presumption that the high bidder is best able to put the spectrum to its most highly valued use.” *Id.*

Consistent with this fundamental premise of awarding spectrum licenses through auctions, the Commission has repeatedly held that strict enforcement of the installment payment rules is necessary where a defaulting licensee is “unable or unwilling to meet its payment obligations.” *Order* at n.107 (JA ). In a related context, this Court has likewise recognized that the Commission may “reasonably

rely on strict enforcement of the deadlines to provide an ‘early warning’ that a winning bidder unable to comply with the payment deadlines may be financially unable to meet its obligation to provide service to the public.” *Mountain Solutions*, 197 F.3d at 518 (upholding the Commission’s strict enforcement of downpayment deadlines for auctioned licenses); *see also Delta Radio*, 387 F.3d at 903 (upholding the Commission’s strict enforcement of the final payment deadlines for auctioned licenses). Accordingly, “[w]here defaulting licensees have not demonstrated their ability to pay, the Commission has denied their requests for waiver of the [installment payment] rule.” *Order* ¶ 35 & n.110 (JA ).

The Commission’s denial of Morris’s waiver request was consistent with this precedent. The agency was presented with ample evidence that Morris could not meet its payment obligations. Although Morris made certain payments after its licenses canceled on February 1, 2002, Morris has not made any payment on its debt for seven of the nine licenses since October 29, 2002, and it ceased making post-default payments for the other two licenses after January 31, 2005. *Order* ¶ 38 (JA ). Although Morris asserts that it was “willing and able to meet its payment obligations,” Br. 15, Morris’s filings before both the Commission and this Court never explain why it stopped making payments on seven of its nine licenses less than one year after default and subsequently stopped making payments

altogether.<sup>11</sup> Indeed, as explained *supra*, Morris's debt accelerated upon default; hence, the automatic cancellation of Morris's licenses on February 1, 2002, never absolved Morris of the obligation to repay its debt, which remains outstanding.

In fact, Morris's assertion that it was "willing and able to meet its payment obligations" is undercut by its own filings with the Commission. Morris specifically raised the issue of financial distress in its January 21, 2003 waiver request. In addition to requesting a waiver of the automatic cancellation of its nine licenses, Morris sought a one-year deferral of its debt payment obligations and the build-out requirements associated with each license. Morris's waiver request "repeatedly stated that it was having financial difficulties, that its installment payments obligations were a severe financial burden, and that it was having difficulties obtaining financing for the licenses." *Order* ¶ 9 (JA ). Further, after the Division denied Morris's waiver requests, Morris renewed its request for reinstatement of the licenses and forgiveness from its debt repayment obligations in two proposed consent decrees. *Id.* ¶ 38 (JA ). Besides asking the Commission

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<sup>11</sup> Morris's assertion that it was "at all relevant times a qualified applicant and borrower" despite "[t]he fact that Morris ultimately decided to stop throwing money at [the FCC] after it denied the *Waiver Request*," Br. 16, misstates the facts. Morris stopped making post-default payments on seven of its nine licenses after October 29, 2002, and ceased making payments entirely after January 31, 2005; the *Division Order* denying Morris's waiver request and confirming the automatic cancellation of its licenses was not released until April 25, 2005, nearly three months after Morris stopped making payments.

to waive the automatic cancellation of the nine licenses, the consent decrees proposed to provide Morris an additional 12 months to become current in its payment schedules, after which it would resume installment payments.

Based on the foregoing, the Commission reasonably concluded that “Morris’s post-default payments are insufficient to justify ... a waiver.” *Order* ¶ 41 (JA ). The Commission found that “[u]nlike other defaulting licensees that have been granted waivers ... Morris has neither paid its debt in full nor made an unconditional promise to pay its debt on the Commission’s payment terms.” *Id.* ¶39 (JA ). Instead, Morris “proposes to pay its debt on its own terms, something the Commission has never allowed in granting waivers of the automatic cancellation rule.” *Id.* The Commission also found that Morris’s construction of the two Charlotte stations *after* the automatic cancellation of the licenses “does not demonstrate a commitment on Morris’s part to honor its payment obligations.” *Ibid.* And while the Commission acknowledged that Morris had made timely payments for a period of five years prior to default, this fact by itself did not constitute a “unique or unusual factual circumstance” that would justify a waiver under the second prong of section 1.925, since the agency “has consistently found that defaulting licensee’s pre-default payment history, without more, is insufficient to support a waiver of the automatic cancellation rule.” *Id.*; *see also Satellite Signals of New England, Inc. Request for Waiver of Installment Payment Rules for*

*Auction No. 6 and Reinstatement of License*, Order, 22 FCC Rcd 1937, 1944-45 (Wireless Tel. Bur. 2007) (“*Satellite Signals*”); *Commnet Commc’ns Network, Inc. Request for a Waiver and for Reinstatement of the 900 MHz Specialized Mobile Radio Service T Block License for MTA007, Dallas-Fort Worth, KNNX959*, 22 FCC Rcd 8612, 8622 (Wireless Tel. Bur. 2007).

In its waiver petitions, Morris principally attempted to justify its failure to make timely payments by asserting “that it was uncertain as to the exact amount owed, and that it received its payment notice late.” *Order* ¶ 21 (JA ); see also Br. 3 (blaming its late payments on belated notices from the Commission’s loan servicing agent). Under administrative and judicial precedent, however, it is “the licensee’s responsibility to know the amounts and due dates of its installment payments.” *Order*, ¶ 21 (citing *21st Century Telesis Joint Venture*, Memorandum Opinion and Order, 15 FCC Rcd 25113, 25119-21 (¶¶ 15-16) (2000), *recon denied*, *21st Century Telesis Joint Venture*, 16 FCC Rcd 17257 (2001) (“*21st Century Reconsideration Order*”), *aff’d*, *21st Century Telesis Joint Venture v. FCC*, 318 F.3d 192 (D.C. Cir. 2003); see also *Division Order*, 20 FCC Rcd at 8178 (JA ) (payment notices “are a courtesy,” and “each licensee is charged with the responsibility of knowing its installment payment obligations”).

Here, Morris executed an installment payment plan note and security agreement that described in detail the specific amounts it owed and its payment

deadlines. *See Order* at n.25 (JA ); *see also* Appendix A. Morris’s licenses were expressly “conditioned upon the full and timely payment of all moneys due pursuant to ... the Commission’s rules and the terms of the Commission’s installment plan as set forth in the Note and Security Agreement executed by the licensee,” so that “failure to comply ...will result in automatic cancellation....” *See* Appendix B. And as Morris should know, the Commission’s rules provide for automatic cancellation without action by the Commission or its staff when a licensee fails to make the required payment (including any applicable late fees) within six months of the due date for its installment payment. *See* 47 C.F.R. § 1.2110(g)(4)(iv). Based on these facts, the Commission reasonably found that Morris’s proffered excuse for its default was “insufficient by itself to justify a waiver of the installment payment rules.” *Order* ¶ 21 (JA ).

The Commission (and this Court) reached a similar conclusion in *21st Century*. In that case, 21st Century failed to make timely installment payments on licenses it won at auction, and those licenses automatically canceled. Then “21st Century sought an extension of the payment deadline or a waiver of the automatic cancellation rule.” *21<sup>st</sup> Century*, 318 F.3d at 196. 21st Century claimed that it was entitled to such relief because it was uncertain about the amount of its installment payments, and because some payment notices from the Commission had been

received late. *Id.* at 201. The Commission denied 21st Century’s request for relief.

On review, this Court affirmed, holding that “21st Century had actual notice of its payment obligations independent of” the payment notices that were allegedly late. *21st Century*, 318 F.3d at 202. In particular, the Court noted that: (1) each of the installment plan notes executed by 21st Century “included an amortization table setting forth the specific amounts due and the date by which the payments were due”; (2) “each license issued to 21st Century stated that full and timely payment was required to avoid license cancellation”; and (3) FCC rules provide that “licensees that miss a payment deadline by more than 180 days are in default and face automatic license cancellation.” *Id.* at 201.

Thus, even assuming that Morris did not receive the loan servicing agent’s January 2002 payment notice on time, the company had received ample and unambiguous notice of the terms of its installment payment obligations long before January 2002. Consequently, the Commission – adopting the same reasoning that this Court approved in *21st Century* – quite reasonably concluded that Morris’s alleged uncertainty as to when or how much to pay was not a unique fact or circumstance that might support a waiver of the installment payment rules. *Order* ¶¶ 40, 42 (JA ). Morris does not even acknowledge – much less distinguish – the agency’s holding in *21st Century*, affirmed by this Court, that alleged uncertainty

over the timing and amount of installment payment obligations does not justify waiver of the automatic cancellation rules when the licensee (like Morris) had ample actual notice of its obligations.<sup>12</sup>

Moreover, Morris provides no convincing explanation why it was no longer able to make full and timely installment payments after July 31, 2001, after discharging this obligation for five years. Br. 2. If anything, Morris's implication that its payment history prior to default entitles it to a waiver, Br. 8, undercuts its argument that it was uncertain about the amount due or the payment deadline. *See 21st Century*, 318 F.3d at 202 (finding that it was "evident from 21st Century's timely payments for more than a year without claiming uncertainty about the amount of payment due" that there was "no such confusion" over the requirements of the installment payment rules).

**B. Morris Has Failed to Demonstrate Inconsistency in the Commission's Application of Its Waiver Policy.**

Morris argues that the Commission's denial of Morris's waiver request was "arbitrary and an abuse of discretion" because "[t]he FCC has waived its automatic cancellation rules in circumstances either identical or far less compelling than Morris'[sic] situation." Br. 10. Before the agency, and again in this Court, Morris

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<sup>12</sup> Morris mentions the Commission's *21st Century* decision only in passing (Br. 19), and solely to compare the pace of decision-making in that proceeding to this case. It does not mention this Court's *21st Century* opinion.

relies on various staff-level decisions granting waivers of the automatic cancellation rule to support its claim that the Commission treated its request in a discriminatory manner. But reliance solely on *staff-level* decisions to set forth a claim of *Commission* discrimination is foreclosed by *Comcast*, 526 F.3d at 769. In *Comcast*, this Court rejected just such a claim and affirmed its “well-established view that an agency is not bound by the actions of its staff if the agency has not endorsed those actions.” *Id.* *Comcast* makes clear that a litigant must point to conflicting *Commission-level* decisions to establish a claim of discriminatory treatment by the agency. Morris makes no effort to discuss the *Comcast* precedent in its brief.<sup>13</sup>

In its brief, Morris implicitly tries to circumvent *Comcast* by relying for the first time on Commission-level orders which note as a general matter that waivers of the automatic cancellation rule may be appropriate where the licensee allegedly missed a payment deadline due to “inadvertence or administrative error.” Br. 10, quoting *Application of Winstar Broad. Corp.*, 17 FCC Rcd 6126, 6128-29 (2002); see also *Mountain Solutions*, 197 F.3d at 516; *Delta Radio*, 387 F.3d at 901.

Morris’s newfound reliance on those cases is curious, because none of the

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<sup>13</sup> The Commission previously notified both the Court and Morris about the impact of the *Comcast* decision on Morris’s discrimination claim in a letter filed pursuant to Rule 28(j) of the F.R.A.P. See Letter from James M. Carr, Counsel, Federal Communications Commission, to Mark Langer, Clerk, United States Court of Appeals for the District of Columbia Circuit (May 20, 2008).

licensees in *Mountain Solutions*, *Delta Radio*, or *Winstar* actually received a waiver due to “inadvertence or administrative error” (or for any other reason); to the contrary, consistent with its denial of Morris’s waiver request, the Commission in those cases denied their waiver requests and confirmed the automatic cancellation of their licenses based on their inability or unwillingness to pay. *See Mountain Solutions*, 197 F.3d at 517-18 (affirming the Commission’s waiver denial); *Delta Radio*, 387 F.3d at 903 (same); *Winstar*, 17 FCC Rcd 6126, 6129-31. Rather than advancing Morris’s claim, these cases actually serve to underscore the reasonableness of the Commission’s action.

Unable to show inconsistency among Commission-level waiver decisions, Morris falls back to reliance on the staff-level decisions in *Senter* and *Lakeland* that it raised below to advance its discrimination claim. Even if staff-level decisions could be relevant to a claim of discrimination, however, the Commission reasonably explained why Morris was not similarly situated with the licensees that received staff-level waivers in those cases. In *Senter*, for example, the licensee continued to make regular post-default payments, and the Division determined that acceptance of those payments “could have been construed as a waiver of the payment deadline” because the Commission at that time had not clearly articulated a position on this issue. *Order* ¶ 17 (JA ) (citing *Senter*, 14 FCC Rcd at 5004). Since *Senter*, however, the Commission has unequivocally stated that its

“acceptance of a payment after ... a default does not, by itself, constitute a constructive waiver of the automatic cancellation rule or revive an automatically canceled license.” *Id.* ¶ 18 (JA ) (citing *21st Century Reconsideration Order*, 16 FCC Rcd at 17261 n.24). And in this very proceeding, an April 26, 2002 letter from the Commission’s Office of Managing Director notified Morris that any post-default payments would not resurrect Morris’s canceled licenses. *See Order* at n.63 (JA ); April 26, 2002 OMD Letter at 2 (JA ). Morris insinuates that the correspondence from OMD may not reflect official Commission policy. Br. 13. To the contrary, the Office of Managing Director’s letter accurately reflects the Commission’s position that the “mere acceptance of a payment after cancellation would not constitute a constructive waiver of the automatic cancellation rule.” *See 21st Century Reconsideration Order*, 16 FCC Rcd at 17261 n.24.

Morris also challenges the Commission’s finding that the company did not demonstrate the same commitment to meeting its payment obligations that the licensee in *Senter* showed. Br. at 11-12. The record, however, clearly supported the Commission’s conclusion. The licensee in *Senter* “made regular post-default payments” while its waiver request was pending. *Order* ¶ 17 (JA ). By contrast, “Morris ceased making payment on its debt for seven of the nine licenses less than a year following its default.” *Id.* ¶ 19 (JA ). Furthermore, unlike *Senter*, the record here contained “significant evidence of Morris’s inability or unwillingness

to meet its financial obligations, including its cessation of post-default payments, its multiple statements indicating that it has been in financial distress, and its requests to renegotiate the terms of its payments.” *Ibid.* (JA ); *see also id.* ¶¶ 36-39 (JA ).

The Commission reasonably distinguished *Lakeland* on similar grounds. In *Lakeland*, the staff found a constructive waiver of the automatic cancellation rule “because the Commission had continued to send payment notices to the former licensee despite the automatic cancellation of the license.” *Order* ¶ 20 (JA ). Morris, by contrast, failed to demonstrate that the Commission “took any actions... such as sending installment payment notices, that could be deemed inconsistent with the operation of the Commission’s automatic cancellation rule.” *Id.* The Commission also emphasized that *Lakeland* – which was decided more than a year prior to Morris’s default on February 1, 2002 – “specifically explained that the mere acceptance of post-default payments was insufficient to revive an automatically canceled license.” *Ibid.* Further, the *Lakeland* licensee “timely made its installment payments” from default until its waiver was granted, *Lakeland*, 15 FCC Rcd at 23733-34, whereas Morris stopped making payments on the majority of its licenses shortly after default.

In its brief, Morris also relies on two staff-level decisions that it never raised before the Commission: *TE-MCG*<sup>14</sup> and *MBO Wireless*.<sup>15</sup> These cases are similarly distinguishable. In *TE-MCG*, decided the same year as *Senter*, “as a result of administrative oversight, the [Wireless Telecommunications] Bureau accepted late payment of several installments from TE-MCG, constructively waiving the deadlines for the late regularly scheduled payments.” *Request for Extension of the Commission’s Initial Non-Delinquency Period for C and F Block Installment Payments*, Memorandum Opinion and Order, 14 FCC Rcd 6080, 6083 (April 2, 1999) (“*C and F Block*”), *aff’d sub nom SouthEast Telephone, Inc. v. FCC*, No. 99-1164, 1999 WL 1215855 (D.C. Cir. Nov. 24, 1999). Unlike the licensee in *TE-MCG*, Morris received actual notice from the Commission that any post-default payments would not resurrect its canceled licenses. *See* April 26, 2002 OMD Letter at 2 (JA ). Thus, “the Commission has committed no act that could reasonably be construed as constructively waiving the applicable ... late payment deadline, obviating the need to grant a waiver...” *C and F Block*, 14 FCC Rcd at 6083.

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<sup>14</sup> Letter from Thomas J. Sugrue, Chief, Wireless Telecommunications Bureau, to Lloyd W. Coward, Esq., 14 FCC Rcd 2173 (Wireless Tel. Bur. 1999) (“*TE-MCG*”).

<sup>15</sup> Letter from Margaret W. Wiener, Chief, Auctions and Industry Analysis Division, Wireless Telecommunications Bureau, to David Irwin, Esq., 19 FCC Rcd 4011 (Wireless Tel. Bur. 2004) (“*MBO Wireless*”).

Moreover, *TE-MCG* involved a licensee subject to the rules effective prior to March 16, 1998, under which a licensee whose installment payment was more than 90 days past due was in default unless the licensee properly filed a grace period request. Morris, by contrast, was subject to “different rules, which give licensees more time to submit installment payments before licenses cancel and more certainty regarding both their obligations and the consequences of failing to meet these obligations,” so Morris cannot rely on the partial waiver granted in *TE-MCG*. *Satellite Signals*, 22 FCC Rcd at 1948.

Morris’s circumstances are also different from those presented in *MBO Wireless*. In that decision, Commission staff granted a waiver to extend the deadline to account for MBO’s late payment of amounts that represented monies owed on late fees. *MBO Wireless*, 19 FCC Rcd at 4014-15. MBO Wireless thereafter timely made all of its installment payments. *Id.* at 4015. Importantly, in granting a waiver of late fee payment deadline to MBO Wireless, the staff made clear that “if ... the facts of this case had provided any indication that MBO Wireless lacked the financial wherewithal, basic responsibility, or willingness to pay the equivalent amount of the late fees by the ... deadline, then it would appear that a waiver would not be justified.” *Id.* Because Morris presented the Commission with substantial evidence of its inability and unwillingness to make

timely payments, its reliance on *MBO Wireless* for a waiver of the automatic cancellation rule, 47 C.F.R. § 1.2110(g)(4)(iv), is unavailing.

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In summary, the Commission gave Morris's waiver request the required "hard look" and reasonably concluded, based on the administrative record before it, that Morris failed to demonstrate a waiver would satisfy the criteria set forth in the Commission's rules. *Delta Radio*, 387 F.3d at 900-01. Indeed, the Commission's decision to enforce strictly its installment payment rules after being presented with Morris's meager showing easily passes muster under the deferential standard of review for waiver denials, *BDPCS*, 351 F.3d at 1181-82. It also is wholly consistent with this Court's precedent affirming the automatic cancellation of licenses when, as in this case, a licensee is unable or unwilling to satisfy its debt repayment obligations. *Mountain Solutions*, 197 F. 3d 512; *21st Century*, 318 F.3d 192; *Delta Radio*, 387 F.3d 897.

## **II. MORRIS HAS NOT ESTABLISHED THAT IT IS ENTITLED TO A GRANT OF EQUITABLE ESTOPPEL AGAINST THE COMMISSION**

Relying on much of the same "evidence" that fails to demonstrate that it was entitled to a waiver, Morris argues that the Commission is barred by the principle of equitable estoppel from cancelling its licenses. Morris has a heavy burden on this issue – "it is well settled that the Government may not be estopped on the

same terms as any other litigant.” *Heckler v. Community Health Servs. of Crawford County, Inc.*, 467 U.S. 51, 60 (1984). Indeed, the Supreme Court emphasized in *Office of Personnel Management v. Richmond* that, although it had left open the possibility that “some type of ‘affirmative misconduct’ might give rise to estoppel against the Government,” it had reversed every finding of equitable estoppel against the government that it had reviewed. 496 U.S. 414, 421-22 (1990).

Even in the rare circumstances where the doctrine of equitable estoppel may apply, a party must establish the following elements: “that there was a ‘definite’ representation to the party claiming estoppel; that the latter ‘relied on its adversary’s conduct in such a manner as to change his position for the worse’; and that the reliance was ‘reasonable.’” *Graham v. SEC*, 222 F.3d 994, 1007 (D.C. Cir. 2000), quoting *Heckler*, 467 U.S. at 59. Further, “a private party asserting estoppel against the United States must demonstrate ... that the latter has engaged in ‘affirmative misconduct.’” *LaRouche v. FEC*, 28 F.3d 137, 142 (D.C. Cir. 1994) (citations omitted). Morris has failed to make the requisite showing.

First, the Commission did not make any representation, much less a “definite” representation, that Morris’s licenses had not canceled or that the Commission would grant Morris’s request for a waiver of the automatic cancellation rule. Morris makes much of the fact that after default, “the FCC continued to accept and deposit all of Morris’[sic] installment payments....” Br.

17. But Morris cannot plausibly argue that the agency's acceptance of these payments amounted to a representation that the agency would waive the automatic cancellation rule. In an April 26, 2002 letter from the Commission's Office of Managing Director, the agency expressly warned Morris that acceptance of any post-default payments would not cure the company's default or resurrect its canceled licenses. *See Order* at n.63 (JA ); *see also* April 26, 2002 OMD Letter at 2 (JA ). Moreover, "[i]t is well settled that when a license automatically cancels, the former licensee remains obligated for the full amount of the debt ...." *Order* ¶ 26 (JA ) (citing 47 C.F.R. § 1.2110(g)(4)(iv)). Thus, it was hardly surprising that the Commission continued to accept Morris's payments after the licenses canceled – after all, Morris still owed money to the United States. The mere acceptance of such payments "does not constitute a constructive waiver of the automatic cancellation rule." *Order* ¶ 29 (JA ) (citing *Lakeland*, 15 FCC Rcd at 23735 n.11).

Further, contrary to Morris's suggestion, the Commission never "granted Morris authorization to construct and operate two stations...." Br. 17. Although Morris implies that it constructed and began operating its two Charlotte SMR stations with FCC authorization, the company built and began operating those stations after its Charlotte licenses canceled automatically, so it had no authorization for its actions. And to the extent Morris relies on subsequent filings

with the Commission as necessary “authority,” it constructed and operated the Charlotte stations *before* it filed substantial service showings through the Commission’s Universal Licensing System on January 14, 2003, and *before* it requested the STA in December 2005 while its application for review of the *Division Order* was pending before the Commission. *See* Morris Communications Inc., Notification of Buildout/Coverage or Construction Requirements for KNNY352, ULS File No. 0001157612, at 2 (filed January 14, 2003) (“Prior to the 900 MHz construction deadline of December 31, 2002, Morris constructed and put into operation eight base station sites in MTA #6”) and 4 (“Morris is providing service to large areas of MTA #6, stretching from the coastal areas of North and South Carolina in the East, through the Blue Ridge Mountains in the West.”) (JA ). In other words, Morris undertook construction and operation of those stations knowing that its licenses had automatically canceled on February 1, 2002, and without any definite representation by the Commission (or indeed any representation whatsoever) to the contrary. In proceeding in this manner, Morris assumed the risk that the Commission would not grant its pending waiver request and reinstate its licenses. *Order* ¶¶ 27, 29.

Second, Morris has not shown detrimental reliance. Under the Commission’s installment payment rules and the express terms of Morris’s licenses, when Morris’s licenses automatically canceled it remained obligated for

the full amount of the debt and the debt accelerated. *Order* ¶ 26 (JA ), *citing* 47 C.F.R. § 1.2110(g)(4)(iv); *see also id.* at n.25 (JA ). Accordingly, Morris suffered no harm when it continued to make some post-default payments. Morris’s waiver requests, and its subsequent application for Commission review of the *Division Order*, merely suspended the agency’s initiation of a collection action, which the Commission had been entitled to undertake since Morris’s default on February 1, 2002. *Order* at n.81 (JA ).

Morris also argues that it “squandered investment” in the two SMR stations. Br. 18. Pursuant to the Commission’s rules, however, Morris’s nine licenses automatically canceled on February 1, 2002, without any action by the Commission. *See* 47 C.F.R. §1.2110(g)(4)(iv). Morris, like any other licensee, was obligated to know the Commission’s rules. *Order* ¶ 27. (JA ) Hence, as the Commission found, Morris “knew, or should have known, that any operations on these licenses would require Commission authorization and that, without such authorization, it was constructing the two licenses at its own risk.” *Id.* And, as discussed *supra*, Morris only received special temporary authority to operate these stations on December 28, 2005, *after* the April 25, 2005 *Division Order* rejecting

Morris's waiver requests and confirming the automatic cancellation of its licenses.<sup>16</sup>

Morris unpersuasively argues that the Commission's acts of regulatory benevolence somehow induced detrimental reliance. But it is hard to see how Morris was made worse off by the Commission's actions. Pursuant to the Commission's rules and the terms of its note, Morris was obligated to repay its entire debt, which had accelerated upon default on February 1, 2002. At the very least, Morris could have made payments pending Commission resolution of its waiver request. Morris did neither. Instead, Morris stopped paying for the majority of its licenses in October 2002, and ceased making payments altogether after January 31, 2005. Morris also built the two Charlotte SMR stations *after* the licenses canceled and *before* receiving even special temporary authorization from the Commission. If anything, Morris seems to have incurred some benefit – the agency's consideration of Morris's waiver requests suspended its debt collection

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<sup>16</sup> To the extent that Morris is contending that the Commission's grant of the STA led Morris to believe that its licenses had not canceled, its argument ignores the Commission's past practice. The agency has "granted STAs to parties whose licenses canceled automatically." *Order* ¶ 51 (JA ); *see, e.g., PinPoint Wireless, Inc.*, 18 FCC Rcd 1904, 1910 (¶¶ 12-13) (Wireless Tel. Bur. 2003). The Commission grants such STAs "to allow former licensees to continue providing service after licenses cancel" so that their customers will not experience sudden "disruptions in service." *Order* ¶ 51 (JA ). It clearly would not have been reasonable for Morris to rely on such temporary relief as an assurance that the Commission would rule favorably on Morris's application.

action and resulted in the grant of an STA, allowing Morris to use two of the canceled licenses to provide commercial service to customers without payment for several years to the United States on its debt.

Now that the Commission has refused to waive the automatic cancellation rule, Morris asserts that it detrimentally relied on its ability to operate an SMR business without Commission authorization and without payment for the underlying spectrum. The Supreme Court has held, however, that “[c]urtailment of operation does not justify an estoppel when ... the expansion of its operation was achieved through unlawful access to governmental funds.” *Heckler*, 467 U.S. at 62-63 (1984) (rejecting a health care provider’s challenge to the recoupment of overpayments made under Medicare cost reimbursement procedures). Spectrum, like government funding, is a scarce resource under federal control. 47 U.S.C. § 301 (vesting in the Commission the exclusive authority to grant radio licenses). Morris can hardly claim a detrimental change in position based on its continuous use of canceled licenses to which it had no lawful claim, without payment and at times without Commission authorization, since February 1, 2002.

Third, any alleged reliance by Morris was not reasonable. As discussed *supra*, Morris’s installment plan notes, its licenses, and the Commission’s rules (47 C.F.R. §1.2110(g)(4)(iv)), establish that failure to make payments within two grace periods results in automatic cancellation of the license. Agency precedent –

notably the *21<sup>st</sup> Century Reconsideration Order* and the *Lakeland Order* – reinforces that policy and makes clear that acceptance by the Commission of post-default installment payments does not constructively waive automatic cancellation. *See 21<sup>st</sup> Century Reconsideration Order*, 16 FCC Rcd at 17265; *Lakeland*, 15 FCC Rcd at 23734-23735. Both of these decisions were released prior to Morris’s February 2002 default, so Morris should have known when it made its post-default payments that those payments would not revive its canceled licenses.

Moreover, the Commission never granted “permission” for construction of the two Charlotte SMR stations (Br. 19); to the contrary, Morris filed substantial service showings for the Charlotte SMR stations and sought an STA after construction commenced, and in the case of the STA, after the Division affirmed the cancellation of its licenses. Consequently, Morris has demonstrated no reliance, let alone reasonable reliance, given that it constructed and began operating the stations before the Commission undertook the actions that allegedly granted permission to Morris to do so.<sup>17</sup>

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<sup>17</sup> Throughout its brief, Morris asserts that it detrimentally relied on a May 9, 2002, letter from the Commission’s Office of Managing Director to Morris in which the agency’s Chief Financial Officer indicated that either a resolution of Morris’s waiver request or a letter telling Morris when it could expect a resolution would be mailed within 30 days. *See Br. 4, 17-20, citing* Letter from Mark Reger, Chief Financial Officer, Office of Managing Director, Federal Communications Commission, to Frederick M. Joyce and Marianne Roach Casserly, Counsel for Morris Communications, Inc. (May 9, 2002) (JA ). Although the Office of Managing Director did not mail resolution of the request or such a letter to Morris

Finally, Morris has not established affirmative misconduct by the Commission. “Estoppel generally requires that government agents engage – by commission or omission – in conduct that can be characterized as misrepresentation or concealment, or, at least, behave in ways that have or will cause an egregiously unfair result.” *General Accounting Office v. General Accounting Office Personnel Appeals Board*, 698 F.2d 516, 526 (D.C. Cir. 1983) (footnote omitted). Although Morris asserts that the failure of Commission’s loan servicing agent to send it a timely payment notice rises to this level, payment notices “are a courtesy,” and “each licensee is charged with the responsibility of knowing its installment payment obligations.” *Division Order*, 20 FCC Rcd at 8178; *see also 21<sup>st</sup> Century*, 15 FCC Rcd at 25120. Given that the Commission is under no obligation to send payment notices, its agent’s failure to send a timely payment notice to Morris hardly constitutes “affirmative misconduct.”

Instead, Morris’s argument is primarily based on alleged agency inaction or delay (Br. 20) – Morris seems to suggest that the Commission should have returned its installment payments, rejected its substantial service showings, denied

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within 30 days, it violated no Commission rule by not meeting its own projected timetable, as discussed *infra*. More importantly, the letter merely stated that the Commission would provide a resolution or a date for resolution; it never stated how the FCC would resolve the waiver request, and it certainly did not commit to resolving it in Morris’s favor. As a result, Morris could not have reasonably interpreted its failure to receive a letter from the Office of Managing Director within 30 days as an indication that its waiver request would be granted, let alone a representation or commitment to that effect.

its STA request, and declined to grant its waiver requests earlier. Br. 17-20. The Commission, however, was under no obligation to act within a prescribed timeframe, because it is “the agency, which alone is cognizant of the many demands on it, its limited resources, and the most effective structuring and timing of proceedings to resolve those competing demands.” *Natural Res. Def. Council v. SEC*, 606 F.2d 1031, 1056 (D.C. Cir. 1979); *see also GTE Serv. Corp. v. FCC*, 782 F.2d 263, 274 (D.C. Cir. 1986) (“Absent some unreasonable delay or significant prejudice to the parties, the Commission cannot be said to abuse its discretion merely by adopting procedures and timetables which it considers necessary to effective treatment of complex and difficult problems.”) (citation omitted). The courts have consistently held that alleged agency delay does not constitute affirmative misconduct justifying estoppel. *See, e.g., INS v. Miranda*, 459 U.S. 14, 18 (1982) (agency’s 18-month delay in considering an application for a spousal immigrant visa was not affirmative misconduct); *Brown v. INS*, 775 F.2d 383, 385 n.1 (D.C. Cir. 1985) (agency’s five-year delay in acting on petitioner’s appeal of a deportation decision did not constitute affirmative misconduct); *Graham*, 222 F.3d at 1008 (agency’s failure to prosecute at an earlier stage does not estop the agency from proceeding at a later time). Morris has failed to demonstrate that the Commission engaged in affirmative misconduct, so its request for a grant of equitable estoppel should be denied.

### **III. THE COMMISSION DID NOT VIOLATE ITS DEBT COLLECTION RULES, WHICH HAVE NO BEARING ON THE AUTOMATIC CANCELLATION OF MORRIS'S LICENSES**

Morris briefly (Br. 22-24) asserts that the Commission's alleged failure to comply with certain of its rules concerning the collection of Morris's outstanding debt warrants reversal of the agency's decision confirming the automatic cancellation of Morris's licenses. But in making this argument, Morris mistakenly links the Commission's debt collection rules (Subpart O – Collection of Claims Owed to the United States, 47 C.F.R. §§ 1.1901 *et seq.*) with the Commission's licensing regime, which constitutes an independent set of regulatory obligations. In fact, 47 C.F.R. § 1.1902(f) explicitly states that “[n]othing in this subpart shall supercede or invalidate other Commission rules, such as ... the service specific competitive bidding rules, as may be amended, regarding the Commission's rights, including but not limited to the Commission's right to cancel a license or authorization....”

Thus, even if the Commission in this instance did not conform to the regulations in subpart O – a fact that the Commission does not concede, as discussed *infra* – it would only implicate Morris's schedule for debt repayment, not the automatic cancellation of its licenses. Simply stated, any actions the Commission took or failed to take with regard to debt collection had no relevance

to the agency's enforcement of its licensing rules, including the automatic cancellation rule.

Nonetheless, Morris argues that the *Order* should be reversed because the Commission allegedly violated several provisions of its rules concerning the collection of outstanding debt. Morris asserts that the Commission violated section 1.1911(e), which merely states that “the Commission will respond promptly to communications from the debtor, within 30 days whenever feasible...,” (47 C.F.R. § 1.1911(e)), when it failed to contact Morris about its waiver requests during their pendency. But, as discussed *supra*, this rule only applies to the debt collection provisions in the Commission's rules, not the licensing provisions generally, or the automatic cancellation rule specifically. *Order* ¶ 24 (JA ). In all events, section 1.1911(e) does not mandate that the Commission resolve an outstanding debt dispute within a certain timeframe. Instead, it only states that the Commission will respond promptly to correspondence from a debtor whenever feasible. *Order* ¶ 25 (JA ). The Commission's Office of Managing Director did just that when, on May 6, 2002, it sent a letter to Morris acknowledging the receipt of its May 2, 2002, waiver request. *See id.*; *see also* April 26, 2002 OMD Letter.

Morris also argues that the Commission granted a *de facto* waiver of the automatic cancellation rule when the agency processed Morris's substantial service showings and granted Morris the STA for the Charlotte stations, in violation of 47

C.F.R. § 1.1910(b)(2). That provision prohibits the Commission from taking action on an “application or request for authorization” “by any entity found to be delinquent in its debt to the Commission.”

This argument is not properly before the Court, however, because it was not first presented to the Commission. *See* 47 U.S.C. § 405(a); *Qwest Corp. v. FCC*, 482 F.3d 471, 474-77 (D.C. Cir. 2007). In any event, the claim is baseless. The substantial service showings Morris filed on January 14, 2003, are not “applications,” which are defined as “any request, as for assistance, relief, declaratory ruling, or decision, by the Commission or on delegated authority.” 47 C.F.R. § 1.1901(d). Morris’s substantial service showings did not “request” Commission action; rather, by submitting FCC Form 601 to the agency’s automated Universal Licensing System, Morris simply notified the Commission that it had complied with the agency’s construction requirements for 900 MHz SMR licensees. Moreover, with respect to the STA, section 1.1910(c)(1) provides an exemption from the prohibition on Commission action in section 1.1910(b)(2) for STA grants when, as in Morris’s case, the STA “involve[es] a brief transition period facilitating continuity of service to a substantial number of customers or end users....” 47 C.F.R. § 1.1910(c)(1). The Commission therefore did not violate its rules when it granted the STA despite Morris’s outstanding debt.

Because Morris never raised this argument with the Commission, it is also barred from asserting that the Commission failed to honor its obligation “to consider a request submitted by a debtor to compromise the debt” pursuant to 47 C.F.R. § 1.1915. *See* 47 U.S.C. § 405(a); *Qwest Corp*, 482 F.3d at 474-77. And even if it were properly before the Court, Morris’s argument fails on the merits. To take advantage of section 1.1915, a debtor’s request “should be submitted in writing with full justification of the offer and addressing the bases for compromise at 31 C.F.R. § 902.2.”<sup>18</sup> Where a debtor fails to include adequate information conforming to the Commission’s rules for debt compromise, the Commission

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<sup>18</sup> More specifically, a debtor must provide both verified information to establish that the debtor is unable to pay more than the amount offered and a full justification for compromise that includes a discussion of the bases for compromise set out at 31 C.F.R. § 902.2(a). The debtor also must include in the discussion and justification the factors at § 902.2(b), e.g., age and health of the debtor, present and potential income, inheritance prospects; the possibility that assets have been concealed or improperly transferred by the debtor; and the availability of assets or income that may be realized or enforced collection proceedings. 31 C.F.R. § 902.2(b).

returns the request without action.<sup>19</sup> Neither Morris's waiver requests nor its proposed consent decrees included any of the information required by the Commission's rules, much less a citation to section 1.1915. Hence, because the Commission was without notice that Morris sought relief pursuant to section 1.1915 and Morris's submissions did not conform to the requirements of the rule, the Commission was under no obligation to negotiate a settlement with Morris and it did not violate its rules when it refused to do so.<sup>20</sup>

#### **IV. THE COMMISSION DID NOT VIOLATE MORRIS'S DUE PROCESS RIGHTS**

Finally, Morris briefly asserts that the Commission "denied Morris due process by canceling its licenses in the manner it did" because Morris was entitled

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<sup>19</sup> *See, e.g.*, Letter from Rita Cookmeyer, Financial Policy Analyst, Auctions and Spectrum Access Division, Wireless Telecommunication Bureau, Federal Communications Commission, to Frederick M. Joyce and Christine McLaughlin, 22 FCC Rcd 1721, 1722 (Wireless Tel. Bur. 2007) (returning, without agency consideration, a licensee's request to compromise debt based on its non-conformance with the specific requirements set forth in section 1.1915); Letter from Rita Cookmeyer, Financial Policy Analyst, Auctions and Spectrum Access Division, Wireless Telecommunications Bureau, Federal Communications Commission, to Frederick M. Joyce and Christine McLaughlin, 22 FCC Rcd 1724, 1725 (Wireless Tel. Bur. 2007) (same).

<sup>20</sup> Even if Morris's submissions were not procedurally flawed, the Commission would have been justified if it rejected them on the merits. Morris's various waiver requests and proposed consent decrees would have permitted it to either defer payments for some period of time, or renew payment on an installment basis. But both the Commission's own regulations and the Department of Treasury's regulations, upon which they are based, strongly discourage the use of installment payments to repay compromised debts. *See* 47 C.F.R. § 1.1914 and 31 C.F.R. § 902.1(a).

to an administrative hearing prior to the automatic cancellation of its licenses. Br. 24. As an initial matter, Morris mistakenly assumes that the Commission took action to cancel its licenses; in fact, Morris's licenses automatically canceled by operation of section 1.2110(g)(4)(iv) of the Commission's rules, with no Commission action required. *Order* ¶ 45.

In all events, the Commission correctly found that "Morris had no rights to the licenses that precluded their automatic cancellation." *Order* ¶ 45 (JA ). Section 301 of the Communications Act "makes clear that Commission licenses are granted for the use, but not the ownership, of radio frequencies," and in keeping with the statute, "the Supreme Court has indicated that licensees do not hold property rights in licenses." *Id.*, citing *FCC v. Sanders Bros. Radio Station*, 309 U.S. 470, 475 (1940). Accordingly, "Commission licensees hold only those rights established by the terms and conditions of the licenses issued to them." *Ibid.* Morris's licenses "were conditioned on its full and timely payment of its obligations under the installment payment plan," so "[o]nce Morris failed to meet this condition by defaulting on its payments, it had no right to the licenses." *Ibid.*

The Commission also properly concluded that the cases relied upon by Morris to advance its due process claim "are inapplicable to the case at hand." *Order* ¶ 46 (JA ). In *L.B. Wilson, Inc. v. FCC*, for example, the Court held that a broadcast licensee was entitled to a hearing because the Commission, in its own

rules, had construed the Communications Act to require a hearing under the same circumstances. 170 F.2d 793, 803 (D.C. Cir. 1948). Here, by contrast, “the Commission’s rules make no provision for a hearing prior to the cancellation of licenses for failure to meet installment payment obligations and, indeed, provide for automatic license cancellation without any action by the Commission....”

*Order* ¶ 46 (JA ).

Likewise, *Mobile Telecomms. Corp. v. FCC*, 77 F.3d 1399 (D.C. Cir. 1996) (“*Mtel*”), is irrelevant on its face because it did not address whether a licensee was entitled to a hearing. *See Order* at n.136 (JA ). Instead, the *Mtel* decision remanded the case to the Commission because this Court found that the agency improperly stated that the licensee would not be required to pay for its license, but then reversed itself without considering whether its new position was consistent with the licensee’s reliance interests. *Mtel*, 77 F.3d at 1407. With regard to the automatic cancellation of Morris’s licenses, however, “there has been no change in the Commission’s installment payment rules or the Commission’s application of those rules that could have caused Morris to rely on retaining the licenses following a default on its installment payments,” so *Mtel* does not advance Morris’s claim that it was denied due process. *Order* ¶ 47 (JA ).

*Achernar Broad. Co. v. FCC*, 62 F.3d 1441 (D.C. Cir. 1995), also provides no support for Morris’s due process claim. In *Achernar*, this Court remanded two

applications for UHF television stations to the Commission because the Court found that the agency: (i) had failed to consider all relevant interference problems; (ii) had not weighed the entire record; and (iii) had not adequately explained its decision. 62 F.3d at 1447-49. But as described herein, the Commission found that the Division “considered the entire record and fully explained its decision,” and the “decision was fully consistent with the Commission’s rules and precedent.” *Order* ¶ 49.

Finally, there is no merit to Morris’s contention that the Commission did not consider Morris’s customers’ reliance on service from its two operational SMR stations. To the contrary, the Commission explained that it has “consistently found that a defaulting licensee’s provision of service does not excuse it from meeting its installment payment deadlines,” so that the needs of Morris’s customers “must be balanced against the larger public interest in preserving the integrity and efficiency of [the Commission’s] licensing process, as well as [its] obligation to fairly and consistently enforce [its] payment rules.” *Order* ¶ 49 (JA ). In fact, to avoid customer disruption and to provide for an orderly transition, the Commission extended Morris’s STA for 180 days from the release of the *Order* and required Morris to provide written notice to each of its existing subscribers that “it is not a licensee for the subject licenses; that it is authorized to provide service under a grant of special temporary authority for 180 days from the release of th[e] Order;

and that subscribers must make arrangements with another carrier to obtain continued service at the end of the STA period.” *Id.* ¶51. In sum, Morris has failed to show that the Commission violated its (or its customers’) due process rights.

### **CONCLUSION**

More than a decade after winning nine 900 MHz SMR licenses in a 1996 auction, Morris has yet to submit full payment for any of those licenses. Morris defaulted on its installment payment obligations for those nine licenses on January 31, 2002, when it failed to submit full payment by the end of the Commission’s automatic six-month grace period. Under the express terms of the installment payment rules, the licenses themselves, and the promissory notes executed by Morris, the licenses canceled automatically without any Commission action on February 1, 2002. And Morris, even in default, remains liable to the United States for the full amount of its outstanding debt. Thus, after the Commission was presented with substantial evidence that Morris was unable or unwilling to meet its payment obligations, the agency reasonably denied Morris’s request to waive the installment payment rules and reinstate Morris’s licenses. The Commission certainly induced no detrimental reliance by Morris because it provided no reasonable basis for Morris to assume that a waiver would be granted and the licenses would be reinstated. Based on the foregoing, the Court should deny

Morris's appeal of the Commission's *Order* and affirm the agency's denial of  
Morris's waiver request.

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September 5, 2008



IN THE UNITED STATES COURT OF APPEALS  
FOR THE DISTRICT OF COLUMBIA CIRCUIT

Morris Communications, Inc., Appellant,

v.

Federal Communications Commission and USA, Appellee.

Certificate Of Service

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## STATUTORY APPENDIX

31 C.F.R. § 902.2  
47 C.F.R. § 1.1901  
47 C.F.R. § 1.1902(f)  
47 C.F.R. § 1.1910(b)(2)  
47 C.F.R. § 1.1910(c)(1)  
47 C.F.R. § 1.1911(e)  
47 C.F.R. § 1.1915  
47 C.F.R. § 1.2110 (1994)  
47 C.F.R. § 1.2110(g)(4)(iv)  
47 C.F.R. § 1.62  
47 C.F.R. § 1.925  
47 C.F.R. § 1.931(a)  
47 C.F.R. § 90.665  
47 C.F.R. § 90.7  
47 U.S.C. § 301  
47 U.S.C. § 303(r)  
47 U.S.C. § 309(j)(3)(B)  
47 U.S.C. § 309(j)(4)(D)  
47 U.S.C. § 405(a)

CODE OF FEDERAL REGULATIONS  
TITLE 31—MONEY AND FINANCE: TREASURY  
SUBTITLE B—REGULATIONS RELATING TO MONEY AND FINANCE  
CHAPTER IX—FEDERAL CLAIMS COLLECTION STANDARDS (DEPARTMENT  
OF THE TREASURY – DEPARTMENT OF JUSTICE)  
PART 902—STANDARDS FOR THE COMPROMISE OF CLAIMS

**§ 902.2 Bases for compromise.**

- (a) Agencies may compromise a debt if the Government cannot collect the full amount because:
- (1) The debtor is unable to pay the full amount in a reasonable time, as verified through credit reports or other financial information;
  - (2) The Government is unable to collect the debt in full within a reasonable time by enforced collection proceedings;
  - (3) The cost of collecting the debt does not justify the enforced collection of the full amount; or
  - (4) There is significant doubt concerning the Government's ability to prove its case in court.
- (b) In determining the debtor's inability to pay, agencies should consider relevant factors such as the following:
- (1) Age and health of the debtor;
  - (2) Present and potential income;
  - (3) Inheritance prospects;
  - (4) The possibility that assets have been concealed or improperly transferred by the debtor; and
  - (5) The availability of assets or income that may be realized by enforced collection proceedings.
- (c) Agencies should verify the debtor's claim of inability to pay by using a credit report and other financial information as provided in paragraph (g) of this section. Agencies should consider the applicable exemptions available to the debtor under state and Federal law in determining the Government's ability to enforce collection. Agencies also may consider uncertainty as to the price that collateral or other property will bring at a forced

sale in determining the Government's ability to enforce collection. A compromise effected under this section should be for an amount that bears a reasonable relation to the amount that can be recovered by enforced collection procedures, with regard to the exemptions available to the debtor and the time that collection will take.

(d) If there is significant doubt concerning the Government's ability to prove its case in court for the full amount claimed, either because of the legal issues involved or because of a bona fide dispute as to the facts, then the amount accepted in compromise of such cases should fairly reflect the probabilities of successful prosecution to judgment, with due regard given to the availability of witnesses and other evidentiary support for the Government's claim. In determining the litigative risks involved, agencies should consider the probable amount of court costs and attorney fees pursuant to the Equal Access to Justice Act, 28 U.S.C. 2412, that may be imposed against the Government if it is unsuccessful in litigation.

(e) Agencies may compromise a debt if the cost of collecting the debt does not justify the enforced collection of the full amount. The amount accepted in compromise in such cases may reflect an appropriate discount for the administrative and litigative costs of collection, with consideration given to the time it will take to effect collection. Collection costs may be a substantial factor in the settlement of small debts. In determining whether the cost of collecting justifies enforced collection of the full amount, agencies should consider whether continued collection of the debt, regardless of cost, is necessary to further an enforcement principle, such as the Government's willingness to pursue aggressively defaulting and uncooperative debtors.

(f) Agencies generally should not accept compromises payable in installments. This is not an advantageous form of compromise in terms of time and administrative expense. If, however, payment of a compromise in installments is necessary, agencies should obtain a legally enforceable written agreement providing that, in the event of default, the full original principal balance of the debt prior to compromise, less sums paid thereon, is reinstated. Whenever possible, agencies also should obtain security for repayment in the manner set forth in part 901 of this chapter.

(g) To assess the merits of a compromise offer based in whole or in part on the debtor's inability to pay the full amount of a debt within a reasonable time, agencies should obtain a current financial statement from the debtor, executed under penalty of perjury, showing the debtor's assets, liabilities, income and expenses. Agencies also may obtain credit reports or other financial information to assess compromise offers. Agencies may use their own financial information form or may request suitable forms from the Department of Justice or the local United States Attorney's Office.

CODE OF FEDERAL REGULATIONS  
TITLE 47--TELECOMMUNICATION  
CHAPTER I--**FEDERAL COMMUNICATIONS COMMISSION**  
SUBCHAPTER A--GENERAL  
PART 1--PRACTICE AND PROCEDURE  
SUBPART O—COLLECTION OF CLAIMS OWED THE UNITED STATES  
GENERAL PROVISIONS

**§ 1.1901 Definitions and construction.**

For purposes of this subpart:

(a) The term administrative offset means withholding money payable by the United States Government to, or held by the Government for, a person, organization, or entity to satisfy a debt the person, organization, or entity owes the Government.

(b) The term agency or Commission means the Federal Communications Commission (including the Universal Service Fund, the Telecommunications Relay Service Fund, and any other reporting components of the Commission) or any other agency of the U.S. Government as defined by section 105 of title 5 U.S.C., the U.S. Postal Service, the U.S. Postal Rate Commission, a military department as defined by section 102 of title 5 U.S.C., an agency or court of the judicial branch, or an agency of the legislative branch, including the U.S. Senate and the U.S. House of Representatives.

(c) The term agency head means the Chairman of the Federal Communications Commission.

(d) The term application includes in addition to petitions and applications elsewhere defined in the Commission's rules, any request, as for assistance, relief, declaratory ruling, or decision, by the Commission or on delegated authority.

(e) The terms claim and debt are deemed synonymous and interchangeable. They refer to an amount of money, funds, or property that has been determined by an agency official to be due to the United States from any person, organization, or entity, except another Federal agency. For purposes of administrative offset under 31 U.S.C. 3716, the terms "claim" and "debt" include an amount of money, funds, or property owed by a person to a State, the District of Columbia, American Samoa, Guam, the United States Virgin Islands, the Commonwealth of the Northern Mariana Islands, or the Commonwealth of Puerto Rico. "Claim" and "debt" include amounts owed to the United States on account of extension of credit or loans made by, insured or guaranteed by the United States and all other amounts due the United States from fees, leases, rents, royalties, services, sales of real or personal property, overpayments, penalties, damages, interest, taxes, and forfeitures issued after a notice of apparent liability that have been partially paid or for which a court of competent jurisdiction has order payment and such order is final (except

those arising under the Uniform Code of Military Justice), and other similar sources.

(f) The term creditor agency means the agency to which the debt is owed.

(g) The term debt collection center means an agency of a unit or subagency within an agency that has been designated by the Secretary of the Treasury to collect debt owed to the United States. The Financial Management Service (FMS), Fiscal Service, United States Treasury, is a debt collection center.

(h) The term demand letter includes written letters, orders, judgments, and memoranda from the Commission or on delegated authority.

(i) The term "delinquent" means a claim or debt which has not been paid by the date specified by the agency unless other satisfactory payment arrangements have been made by that date, or, at any time thereafter, the debtor has failed to satisfy an obligation under a payment agreement or instrument with the agency, or pursuant to a Commission rule. For purposes of this subpart only, an installment payment under 47 CFR 1.2110(g) will not be considered delinquent until the expiration of all applicable grace periods and any other applicable periods under Commission rules to make the payment due. The rules set forth in this subpart in no way affect the Commission's rules, as may be amended, regarding payment for licenses (including installment, down, or final payments) or automatic cancellation of Commission licenses (see 47 CFR 1.1902(f)).

(j) The term disposable pay means that part of current basic pay, special pay, incentive pay, retired pay, retainer pay, or in the case of an employee not entitled to basic pay, other authorized pay remaining after the deduction of any amount required by law to be withheld. Agencies must exclude deductions described in 5 CFR 581.105(b) through (f) to determine disposable pay subject to salary offset.

(k) The term employee means a current employee of the Commission or of another agency, including a current member of the Armed Forces or a Reserve of the Armed Forces (Reserve).

(l) The term entity includes natural persons, legal associations, applicants, licensees, and regulatees.

(m) The term FCCS means the Federal Claims Collection Standards jointly issued by the Secretary of the Treasury and the Attorney General of the United States at 31 CFR parts 900-904.

(n) The term paying agency means the agency employing the individual and authorizing the payment of his or her current pay.

(o) The term referral for litigation means referral to the Department of Justice for appropriate legal proceedings except where the Commission has the statutory authority to handle the litigation itself.

(p) The term reporting component means any program, account, or entity required to be included in the Agency's Financial Statements by generally accepted accounting principles for Federal Agencies.

(q) The term salary offset means an administrative offset to collect a debt under 5 U.S.C. 5514 by deduction(s) at one or more officially established pay intervals from the current pay account of an employee without his or her consent.

(r) The term waiver means the cancellation, remission, forgiveness, or non-recovery of a debt or fee, including, but not limited to, a debt due to the United States, by an entity or an employee to an agency and as the waiver is permitted or required by 5 U.S.C. 5584, 10 U.S.C. 2774, 31 U.S.C. 3711, or any other law.

(s) Words in the plural form shall include the singular, and vice-versa, and words signifying the masculine gender shall include the feminine, and vice-versa. The terms includes and including do not exclude matters not listed but do include matters of the same general class.

47 C.F.R. § 1.1902(f)

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**§ 1.1902 Exceptions.**

(f) Nothing in this subpart shall supercede or invalidate other Commission rules, such as the part 1 general competitive bidding rules (47 CFR part 1, subpart Q) or the service specific competitive bidding rules, as may be amended, regarding the Commission's rights, including but not limited to the Commission's right to cancel a license or authorization, obtain judgment, or collect interest, penalties, and administrative costs.

47 C.F.R. § 1.1910(b)(2)

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**§ 1.1910 Effect of insufficient fee payments, delinquent debts, or debarment.**

(b)(2) Action will be withheld on applications, including on a petition for reconsideration or any application for review of a fee determination, or requests for authorization by any entity found to be delinquent in its debt to the Commission (see § 1.1901(j)), unless otherwise provided for in this regulation, e.g., 47 CFR 1.1928 (employee petition for a hearing). The entity will be informed that action will be withheld on the application until full payment or arrangement to pay any non-tax delinquent debt owed to the Commission is made and/or that the application may be dismissed. See the provisions of §§ 1.1108, 1.1109, 1.1116 and 1.1118. Any Commission action taken prior to the payment of delinquent non-tax debt owed to the Commission is contingent and subject to rescission. Failure to make payment on any delinquent debt is subject to collection of the debt, including interest thereon, any associated penalties, and the full cost of collection to the Federal government pursuant to the provisions of the Debt Collection Improvement Act, 31 U.S.C. 3717.

\* \* \* \* \*

47 C.F.R. § 1.1910(c)(1)

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**§ 1.1910 Effect of insufficient fee payments, delinquent debts, or debarment.**

(c)(1) Applications for emergency or special temporary authority involving safety of life or property (including national security emergencies) or involving a brief transition period facilitating continuity of service to a substantial number of customers or end users, will not be subject to the provisions of paragraphs (a) and (b) of this section. However, paragraphs (a) and (b) will be applied to permanent authorizations for these services.

\* \* \* \* \*

47 C.F.R. § 1.1911(e)

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CONTRACTING FOR COLLECTION

**§ 1.1911 Demand for payment.**

(e) The Commission will respond promptly to communications from the debtor, within 30 days whenever feasible, and will advise debtors who dispute the debt that they must furnish available evidence to support their contentions.

\* \* \* \* \*

47 C.F.R. § 1.1915

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**§ 1.1915 Exploration of compromise.**

The Commission may attempt to effect compromise, preferably during the course of personal interviews, in accordance with the standards set forth in part 902 of the Federal Claims Collection Standards (31 CFR part 902). The Commission will also consider a request submitted by the debtor to compromise the debt. Such requests should be submitted in writing with full justification of the offer and addressing the bases for compromise at 31 CFR 902.2. Debtors will provide full financial information to support any request for compromise based on the debtor's inability to pay the debt. Unless otherwise provided by law, when the principal balance of a debt, exclusive of interest, penalties, and administrative costs, exceeds \$100,000 or any higher amount authorized by the Attorney General, the authority to accept the compromise rests with the Department of Justice. The Commission will evaluate an offer, using the factors set forth in 31 CFR 902.2 and, as appropriate, refer the offer with the appropriate financial information to the Department of Justice. Department of Justice approval is not required if the Commission rejects a compromise offer.

47 C.F.R. § 1.2110 (1994)

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**§ 1.2110 Designated entities.**

(a) Designated entities are small businesses, businesses owned by members of minority groups and/or women, and rural telephone companies.

(b) Definitions.

(1) Small businesses. The Commission will establish the definition of a small business on a service-specific basis, taking into consideration the characteristics and capital requirements of the particular service.

(2) Businesses owned by members of minority groups and/or women. Unless otherwise provided in rules governing specific services, a business owned by members of minority groups and/or women is one in which minorities and/or women who are U.S. citizens control the applicant, have at least 50.1 percent equity ownership and, in the case of a corporate applicant, a 50.1 percent voting interest. For applicants that are partnerships, every general partner either must be a minority and/or woman (or minorities and/or women) who are U.S. citizens and who individually or together own at least 50.1 percent of the partnership equity, or an entity that is 100 percent owned and controlled by minorities and/or women who are U.S. citizens. The interests of minorities and women are to be calculated on a fully-diluted basis; agreements such as stock options and convertible debentures shall be considered to have a present effect on the power to control an entity and shall be treated as if the rights thereunder already have been fully exercised. However, upon a demonstration that options or conversion rights held by non-controlling principals will not deprive the minority and female principals of a substantial financial stake in the venture or impair their rights to control the designated entity, a designated entity may seek a waiver of the requirement that the equity of the minority and female principals must be calculated on a fully-diluted basis. The term minority includes individuals of African American, Hispanic-surnamed, American Eskimo, Aleut, American Indian and Asian American extraction.

(3) Rural telephone companies. A rural telephone company is any local exchange carrier including affiliates (as defined in 1.2110(b)(4)), with 100,000 access lines or fewer.

(4) Affiliate.

(i) An individual or entity is an affiliate of an applicant or of a person holding an attributable interest in an applicant under s 24.709 (both referred to herein as "the applicant") if such individual or entity--

(A) directly or indirectly controls or has the power to control the applicant, or

(B) is directly or indirectly controlled by the applicant, or

(C) is directly or indirectly controlled by a third party or parties that also controls or has

the power to control the applicant, or

(D) has an "identity of interest" with the applicant.

(ii) Nature of control in determining affiliation.

(A) Every business concern is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

Example. An applicant owning 50 percent of the voting stock of another concern would have negative power to control such concern since such party can block any action of the other stockholders. Also, the bylaws of a corporation may permit a stockholder with less than 50 percent of the voting stock to block any actions taken by the other stockholders in the other entity. Affiliation exists when the applicant has the power to control a concern while at the same time another person, or persons, are in control of the concern at the will of the party or parties with the power to control.

(B) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors. A key employee is an employee who, because of his/her position in the concern, has a critical influence in or substantive control over the operations or management of the concern.

(C) Control can arise through management positions where a concern's voting stock is so widely distributed that no effective control can be established.

Example. In a corporation where the officers and directors own various size blocks of stock totaling 40 percent of the corporation's voting stock, but no officer or director has a block sufficient to give him or her control or the power to control and the remaining 60 percent is widely distributed with no individual stockholder having a stock interest greater than 10 percent, management has the power to control. If persons with such management control of the other entity are persons with attributable interests in the applicant, the other entity will be deemed an affiliate of the applicant.

(iii) Identity of interest between and among persons. Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments. In determining if the applicant controls or has the power to control a concern, persons with an identity of interest will be treated as though they were one person.

Example. Two shareholders in Corporation Y each have attributable interests in the same PCS application. While neither shareholder has enough shares to individually control Corporation Y, together they have the power to control Corporation Y. The two shareholders with these common investments (or identity in interest) are treated as though they are one person and Corporation Y would be deemed an affiliate of the applicant.

(A) Spousal Affiliation. Both spouses are deemed to own or control or have the power to control interests owned or controlled by either of them, unless they are subject to a legal separation recognized by a court of competent jurisdiction in the United States. In calculating their net worth, investors who are legally separated must include their share of interests in property held jointly with a spouse.

(B) Kinship Affiliation. Immediate family members will be presumed to own or control or have the power to control interests owned or controlled by other immediate family members. In this context "immediate family member" means father, mother, husband, wife, son, daughter, brother, sister, father- or mother-in-law, son- or daughter-in-law, brother- or sister-in-law, step-father or -mother, step-brother or -sister, step-son or -

daughter, half brother or sister. This presumption may be rebutted by showing that the family members are estranged, the family ties are remote, or the family members are not closely involved with each other in business matters.

Example. A owns a controlling interest in Corporation X. A's sister-in-law, B, has an attributable interest in a PCS application. Because A and B have a presumptive kinship affiliation, A's interest in Corporation Y is attributable to B, and thus to the applicant, unless B rebuts the presumption with the necessary showing.

(iv) Affiliation through stock ownership.

(A) An applicant is presumed to control or have the power to control a concern if he or she owns or controls or has the power to control 50 percent or more of its voting stock.

(B) An applicant is presumed to control or have the power to control a concern even though he or she owns, controls or has the power to control less than 50 percent of the concern's voting stock, if the block of stock he or she owns, controls or has the power to control is large as compared with any other outstanding block of stock.

(C) If two or more persons each owns, controls or has the power to control less than 50 percent of the voting stock of a concern, such minority holdings are equal or approximately equal in size, and the aggregate of these minority holdings is large as compared with any other stock holding, the presumption arises that each one of these persons individually controls or has the power to control the concern; however, such presumption may be rebutted by a showing that such control or power to control, in fact, does not exist.

(v) Affiliation arising under stock options, convertible debentures, and agreements to merge. Stock options, convertible debentures, and agreements to merge (including agreements in principle) are generally considered to have a present effect on the power to control the concern. Therefore, in making a size determination, such options, debentures, and agreements are generally treated as though the rights held thereunder had been exercised. However, an affiliate cannot use such options and debentures to appear to terminate its control over another concern before it actually does so.

Example 1. If company B holds an option to purchase a controlling interest in company A, who holds an attributable interest in a PCS application, the situation is treated as though company B had exercised its rights and had come owner of a controlling interest in company A. The gross revenues of company B must be taken into account in determining the size of the applicant.

Example 2. If a large company, BigCo, holds 70% (70 of 100 outstanding shares) of the voting stock of company A, who holds an attributable interest in a PCS application, and gives a third party, SmallCo, an option to purchase 50 of the 70 shares owned by BigCo, BigCo will be deemed to be an affiliate of company A, and thus the applicant, until SmallCo actually exercises its option to purchase such shares. In order to prevent BigCo from circumventing the intent of the rule which requires such options to be considered on a fully diluted basis, the option is not considered to have present effect in this case.

Example 3. If company A has entered into an agreement to merge with company B in the future, the situation is treated as though the merger has taken place.

(vi) Affiliation under voting trusts.

(A) Stock interests held in trust shall be deemed controlled by any person who holds or shares the power to vote such stock, to any person who has the sole power to sell such stock, and to any person who has the right to revoke the trust at will or to replace the trustee at will.

(B) If a trustee has a familial, personal or extra-trust business relationship to the grantor or the beneficiary, the stock interests held in trust will be deemed controlled by the grantor or beneficiary, as appropriate.

(C) If the primary purpose of a voting trust, or similar agreement, is to separate voting power from beneficial ownership of voting stock for the purpose of shifting control of or the power to control a concern in order that such concern or another concern may meet the Commission's size standards, such voting trust shall not be considered valid for this purpose regardless of whether it is or is not recognized within the appropriate jurisdiction.

(vii) Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another entity.

(viii) Affiliation through common facilities. Affiliation generally arises where one concern shares office space and/or employees and/or other facilities with another concern, particularly where such concerns are in the same or related industry or field of operations, or where such concerns were formerly affiliated, and through these sharing arrangements one concern has control, or potential control, of the other concern.

(ix) Affiliation through contractual relationships. Affiliation generally arises where one concern is dependent upon another concern for contracts and business to such a degree that one concern has control, or potential control, of the other concern.

(x) Affiliation under joint venture arrangements.

(A) A joint venture for size determination purposes is an association of concerns and/or individuals, with interests in any degree or proportion, formed by contract, express or implied, to engage in and carry out a single, specific business venture for joint profit for which purpose they combine their efforts, property, money, skill and knowledge, but not on a continuing or permanent basis for conducting business generally. The determination whether an entity is a joint venture is based upon the facts of the business operation, regardless of how the business operation may be designated by the parties involved. An agreement to share profits/losses proportionate to each party's contribution to the business operation is a significant factor in determining whether the business operation is a joint venture.

(B) The parties to a joint venture are considered to be affiliated with each other.

(C) The Commission may set aside specific licenses for which only eligible designated entities, as specified by the Commission, may bid.

(D) The Commission may permit partitioning of service areas in particular services for eligible designated entities.

(E) The Commission may permit small businesses (including small businesses owned by women, minorities, or rural telephone companies that qualify as small businesses) and other entities determined to be eligible on a service-specific basis, which are high bidders for licenses specified by the Commission, to pay the full amount of their high bids in installments over the term of their licenses pursuant to the following:

(1) Unless otherwise specified, each eligible applicant paying for its license(s) on an installment basis must deposit by wire transfer or cashier's check in the manner specified in s 1.2107(b) sufficient additional funds as are necessary to bring its total deposits to ten (10) percent of its winning bid(s) within five (5) business days after the Commission has declared it the winning bidder and closed the bidding. Failure to remit the required payment will make the bidder liable to pay penalties pursuant to s 1.2104(g)(2).

(2) Within five (5) business days of the grant of the license application of a winning bidder eligible for installment payments, the licensee shall pay another ten (10) percent of the high bid, thereby commencing the eligible licensee's installment payment plan. Failure to remit the required payment will make the bidder liable to pay penalties pursuant to s 1.2104(g)(2).

(3) Upon grant of the license, the Commission will notify each eligible licensee of the terms of its installment payment plan. Unless other terms are specified in the rules of particular services, such plans will:

- (i) impose interest based on the rate of U.S. Treasury obligations (with maturities closest to the duration of the license term) at the time of licensing;
- (ii) allow installment payments for the full license term;
- (iii) begin with interest-only payments for the first two years; and
- (iv) amortize principal and interest over the remaining term of the license.

(4) A license granted to an eligible entity that elects installment payments shall be conditioned upon the full and timely performance of the licensee's payment obligations under the installment plan.

(i) If an eligible entity making installment payments is more than ninety (90) days delinquent in any payment, it shall be in default.

(ii) Upon default or in anticipation of default of one or more installment payments, a licensee may request that the Commission permit a three to six month grace period, during which no installment payments need be made. In considering whether to grant a request for a grace period, the Commission may consider, among other things, the licensee's payment history, including whether the licensee has defaulted before, how far into the license term the default occurs, the reasons for default, whether the licensee has met construction build-out requirements, the licensee's financial condition, and whether the licensee is seeking a buyer under an authorized distress sale policy. If the Commission grants a request for a grace period, or otherwise approves a restructured payment schedule, interest will continue to accrue and will be amortized over the remaining term of the license.

(iii) Following expiration of any grace period without successful resumption of payment or upon denial of a grace period request, or upon default with no such request submitted, the license will automatically cancel and the Commission will initiate debt collection procedures pursuant to Part 1, Subpart O.

(c) The Commission may set aside specific licenses for which only eligible designated entities, as specified by the Commission, may bid.

(d) The Commission may permit small businesses, including small businesses owned by women and minorities and rural telephone companies that qualify as small businesses, that are high bidders for licenses specified by the Commission, to pay the full amount of their high bids in installments over the term of their licenses pursuant to the following:

(1) Unless otherwise specified, each eligible applicant paying for its license(s) on an installment basis must deposit by wire transfer or cashier's check in the manner specified in s 1.2107(b) sufficient additional funds as are necessary to bring its total deposits to ten (10) percent of its winning bid(s) within five (5) business days after the Commission has declared it the winning bidder and closed the bidding. Failure to remit the required payment will make the bidder liable to pay penalties pursuant to s 1.2104(g)(2).

(2) Within five (5) business days of the grant of the license application of a winning bidder eligible for installment payments, the licensee shall pay another ten (10) percent of

the high bid, thereby commencing the eligible licensee's installment payment plan. Failure to remit the required payment will make the bidder liable to pay penalties pursuant to s 1.2104(g)(2).

(3) Upon grant of the license, the Commission will notify each eligible licensee of the terms of its installment payment plan. Such plans will:

- (i) Impose interest based on the rate of U.S. Treasury obligations (with maturities closest to the duration of the license term) at the time of licensing;
- (ii) Allow installment payments for the full license term;
- (iii) Begin with interest-only payments for the first two years; and
- (iv) Amortize principal and interest over the remaining term of the license.

(4) A license granted to an eligible entity that elects installment payments shall be conditioned upon the full and timely performance of the licensee's payment obligations under the installment plan.

(i) If an eligible entity making installment payments is more than ninety (90) days delinquent in any payment, it shall be in default.

(ii) Upon default or in anticipation of default of one or more installment payments, a licensee may request that the Commission permit a three to six month grace period, during which no installment payments need be made. In considering whether to grant a request for a grace period, the Commission may consider, among other things, the licensee's payment history, including whether the licensee has defaulted before, how far into the license term the default occurs, the reasons for default, whether the licensee has met construction build-out requirements, the licensee's financial condition, and whether the licensee is seeking a buyer under an authorized distress sale policy. If the Commission grants a request for a grace period, or otherwise approves a restructured payment schedule, interest will continue to accrue and will be amortized over the remaining term of the license.

(iii) Following expiration of any grace period without successful resumption of payment or upon denial of a grace period request, or upon default with no such request submitted, the license will automatically cancel and the Commission will initiate debt collection procedures pursuant to subpart O of this part.

(e) The Commission may award bidding credits (i.e., payment discounts) to eligible designated entities.

(1) Competitive bidding rules applicable to individual services will specify the designated entities eligible for bidding credits, the licenses for which bidding credits are available, the amounts of bidding credits and other procedures.

(2) Any bidding credit for rural telephone companies will be available only for licenses in rural telephone company service areas and only if eligible rural telephone companies make an infrastructure build-out commitment beyond any standard performance requirement. The amount of the bidding credit for rural telephone companies will be based on the amount by which eligible applicants agree to expand or accelerate the build-out commitment. If a rural telephone company fails to meet an accelerated or expanded build-out commitment, it must make payment to the Commission within ninety (90) days of a penalty equal to the amount of the bidding credit. Grant of the license will be conditioned upon payment of this penalty if and when it becomes applicable.

(f) The Commission may award bidding credits (i.e., payment discounts) to eligible designated entities. Competitive bidding rules applicable to individual services will specify the designated entities eligible for bidding credits, the licenses for which bidding

credits are available, the amounts of bidding credits and other procedures.

(g) The Commission may establish different upfront payment requirements for categories of designated entities in competitive bidding rules of particular auctionable services.

(h) The Commission may offer designated entities a combination of the available preferences or additional preferences.

(i) Designated entities must describe on their long-form applications how they satisfy the requirements for eligibility for designated entity status, and must list and summarize on their long-form applications all agreements that effect designated entity status, such as partnership agreements, shareholder agreements, management agreements and other agreements, including oral agreements, which establish that the designated entity will have both de facto and de jure control of the entity. Such information must be maintained at the licensees' facilities or by their designated agents for the term of the license in order to enable the Commission to audit designated entity eligibility on an ongoing basis.

(j) The Commission may, on a service-specific basis, permit consortia, each member of which individually meets the eligibility requirements, to qualify for any designated entity provisions.

(k) The Commission may, on a service-specific basis, permit publicly-traded companies that are owned by members of minority groups or women to qualify for any designated entity provisions.

47 C.F.R. § 1.2110(g)(4)(iv)

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**§ 1.2110 Designated entities.**

(g) Installment payments. The Commission may permit small businesses (including small businesses owned by women, minorities, or rural telephone companies that qualify as small businesses) and other entities determined to be eligible on a service-specific basis, which are high bidders for licenses specified by the Commission, to pay the full amount of their high bids in installments over the term of their licenses pursuant to the following:

\* \* \* \* \*

(4) A license granted to an eligible entity that elects installment payments shall be conditioned upon the full and timely performance of the licensee's payment obligations under the installment plan.

\* \* \* \* \*

(iv) If an eligible entity obligated to make installment payments fails to pay the total Required Installment Payment, interest and any late payment fees associated with the Required Installment Payment within two quarters (6 months) of the Required Installment Payment due date, it shall be in default, its license shall automatically cancel, and it will be subject to debt collection procedures. A licensee in the PCS C or F blocks shall be in default, its license shall automatically cancel, and it will be subject to debt collection procedures, if the payment due on the payment resumption date, referenced in paragraph (g)(4)(ii) of this section, is more than ninety (90) days delinquent.

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GENERAL APPLICATION PROCEDURES

**§ 1.62 Operation pending action on renewal application.**

(a)(1) Where there is pending before the Commission at the time of expiration of license any proper and timely application for renewal of license with respect to any activity of a continuing nature, in accordance with the provisions of section 9(b) of the Administrative Procedure Act, such license shall continue in effect without further action by the Commission until such time as the Commission shall make a final determination with respect to the renewal application. No operation by any licensee under this section shall be construed as a finding by the Commission that the operation will serve the public interest, convenience, or necessity, nor shall such operation in any way affect or limit the action of the Commission with respect to any pending application or proceeding.

(2) A licensee operating by virtue of this paragraph shall, after the date of expiration specified in the license, post, in addition to the original license, any acknowledgment received from the Commission that the renewal application has been accepted for filing or a signed copy of the application for renewal of license which has been submitted by the licensee, or in services other than broadcast and common carrier, a statement certifying that the licensee has mailed or filed a renewal application, specifying the date of mailing or filing.

(b) Where there is pending before the Commission at the time of expiration of license any proper and timely application for renewal or extension of the term of a license with respect to any activity not of a continuing nature, the Commission may in its discretion grant a temporary extension of such license pending determination of such application. No such temporary extension shall be construed as a finding by the Commission that the operation of any radio station thereunder will serve the public interest, convenience, or necessity beyond the express terms of such temporary extension of license, nor shall such temporary extension in any way affect or limit the action of the Commission with respect to any pending application or proceeding.

(c) Except where an instrument of authorization clearly states on its face that it relates to an activity not of a continuing nature, or where the non-continuing nature is otherwise clearly apparent upon the face of the authorization, all licenses issued by the Commission shall be deemed to be related to an activity of a continuing nature.

CODE OF FEDERAL REGULATIONS  
TITLE 47—TELECOMMUNICATION  
CHAPTER I—**FEDERAL COMMUNICATIONS COMMISSION**  
SUBCHAPTER A—GENERAL  
PART 1—PRACTICE AND PROCEDURE  
SUBPART F—WIRELESS RADIO SERVICES APPLICATIONS AND  
PROCEEDINGS  
APPLICATION REQUIREMENTS AND PROCEDURES

**§ 1.925 Waivers.**

(a) Waiver requests generally. The Commission may waive specific requirements of the rules on its own motion or upon request. The fees for such waiver requests are set forth in § 1.1102 of this part.

(b) Procedure and format for filing waiver requests.

(1) Requests for waiver of rules associated with licenses or applications in the Wireless Radio Services must be filed on FCC Form 601, 603, or 605.

(2) Requests for waiver must contain a complete explanation as to why the waiver is desired. If the information necessary to support a waiver request is already on file, the applicant may cross-reference the specific filing where the information may be found.

(3) The Commission may grant a request for waiver if it is shown that:

(i) The underlying purpose of the rule(s) would not be served or would be frustrated by application to the instant case, and that a grant of the requested waiver would be in the public interest; or

(ii) In view of unique or unusual factual circumstances of the instant case, application of the rule(s) would be inequitable, unduly burdensome or contrary to the public interest, or the applicant has no reasonable alternative.

(4) Applicants requiring expedited processing of their request for waiver shall clearly caption their request for waiver with the words “WAIVER—EXPEDITED ACTION REQUESTED.”

**I Action on Waiver Requests.**

(i) The Commission, in its discretion, may give public notice of the filing of a waiver request and seek comment from the public or affected parties.

(ii) Denial of a rule waiver request associated with an application renders that application

defective unless it contains an alternative proposal that fully complies with the rules, in which event, the application will be processed using the alternative proposal as if the waiver had not been requested. Applications rendered defective may be dismissed without prejudice.

CODE OF FEDERAL REGULATIONS  
TITLE 47—TELECOMMUNICATION  
CHAPTER I—**FEDERAL COMMUNICATIONS COMMISSION**  
SUBCHAPTER A—GENERAL  
PART 1—PRACTICE AND PROCEDURE  
SUBPART F—WIRELESS RADIO SERVICES APPLICATIONS AND  
PROCEEDINGS  
APPLICATION REQUIREMENTS AND PROCEDURES

**§ 1.931 Application for special temporary authority.**

(a) Wireless Telecommunications Services.

(1) In circumstances requiring immediate or temporary use of station in the Wireless Telecommunications Services, carriers may request special temporary authority (STA) to operate new or modified equipment. Such requests must be filed electronically using FCC Form 601 and must contain complete details about the proposed operation and the circumstances that fully justify and necessitate the grant of STA. Such requests should be filed in time to be received by the Commission at least 10 days prior to the date of proposed operation or, where an extension is sought, 10 days prior to the expiration date of the existing STA. Requests received less than 10 days prior to the desired date of operation may be given expedited consideration only if compelling reasons are given for the delay in submitting the request. Otherwise, such late-filed requests are considered in turn, but action might not be taken prior to the desired date of operation. Requests for STA must be accompanied by the proper filing fee.

(2) Grant without Public Notice. STA may be granted without being listed in a Public Notice, or prior to 30 days after such listing, if:

(3) The STA is to be valid for 30 days or less and the applicant does not plan to file an application for regular authorization of the subject operation;

(ii) The STA is to be valid for 60 days or less, pending the filing of an application for regular authorization of the subject operation;

(iii) The STA is to allow interim operation to facilitate completion of authorized construction or to provide substantially the same service as previously authorized; or

(iv) The STA is made upon a finding that there are extraordinary circumstances requiring operation in the public interest and that delay in the institution of such service would seriously prejudice the public interest.

(3) Limit on STA term. The Commission may grant STA for a period not to exceed 180 days under the provisions of section 309(f) of the Communications Act of 1934, as

amended, (47 U.S.C. 309(f)) if extraordinary circumstances so require, and pending the filing of an application for regular operation. The Commission may grant extensions of STA for a period of 180 days, but the applicant must show that extraordinary circumstances warrant such an extension.

\* \* \* \* \*

CODE OF FEDERAL REGULATIONS  
TITLE 47--TELECOMMUNICATION  
CHAPTER I--**FEDERAL COMMUNICATIONS COMMISSION**  
SUBCHAPTER D--SAFETY AND SPECIAL RADIO SERVICES  
PART 90--PRIVATE LAND MOBILE RADIO SERVICES  
SUBPART S--REGULATIONS GOVERNING LICENSING AND USE OF  
FREQUENCIES IN THE 806-824, 851-869, 896-901, AND 935-940 MHz BANDS  
APPLICATION REQUIREMENTS AND PROCEDURES  
POLICIES GOVERNING THE LICENSING AND USE OF MTA-BASED SMR  
SYSTEMS IN THE 896-901/935-940 MHz BAND

**§ 90.665 Authorization, construction and implementation of MTA licenses.**

- (a) MTA licenses in the 896-901/935-940 MHz band will be issued for a term not to exceed ten years.
- (b) MTA licensees in the 896-901/935-940 MHz band will be permitted five years to construct their stations. This five-year period will commence with the issuance of the MTA-wide authorization and will apply to all of the licensee's stations within the MTA spectrum block, including any stations that may have been subject to an earlier construction deadline arising from a pre-existing authorization.
- (c) Each MTA licensee in the 896-901/935-940 MHz band must, three years from the date of license grant, construct and place into operation a sufficient number of base stations to provide coverage to at least one-third of the population of the MTA; further, each MTA licensee must provide coverage to at least two-thirds of the population of the MTA five years from the date of license grant. Alternatively, an MTA licensee must demonstrate, through a showing to the Commission five years from the date of license grant, that it is providing substantial service. An MTA licensee must, three years from license grant, either show that the 1/3 population coverage standard has been satisfied, or provide written notification that it has elected to show substantial service to the MTA five years from license grant. In addition, as part of the election to provide a substantial service showing, each MTA licensee must, three years from license grant, indicate how it expects to demonstrate substantial service at five years. The MTA licensee must meet the population coverage benchmarks regardless of the extent to which incumbent licensees are present within the MTA block.
- (d) MTA licensees who fail to meet the coverage requirements imposed at either the third or fifth years of their license term, or to make a convincing showing of substantial service, will forfeit the portion of the MTA license that exceeds licensed facilities constructed and operating on the date of the MTA license grant.

CODE OF FEDERAL REGULATIONS  
TITLE 47--TELECOMMUNICATION  
CHAPTER I--**FEDERAL COMMUNICATIONS COMMISSION**  
SUBCHAPTER D—SAFETY AND SPECIAL RADIO SERVICES  
PART 90—PRIVATE LAND MOBILE RADIO SERVICES  
SUBPART A—GENERAL INFORMATION

**§ 90.7 Definitions.**

900 MHz SMR MTA-based license or MTA license. A license authorizing the right to use a specified block of 900 MHz SMR spectrum within one of the 47 Major Trading Areas ("MTAs"), as embodied in Rand McNally's Trading Areas System MTA Diskette and geographically represented in the map contained in Rand McNally's Commercial Atlas & Marketing Guide (the "MTA Map"), with the following exceptions and additions:

- (1) Alaska is separated from the Seattle MTA and is licensed separately.
- (2) Guam and the Northern Mariana Islands are licensed as a single MTA-like area.
- (3) Puerto Rico and the United States Virgin Islands are licensed as a single MTA-like area.
- (4) American Samoa is licensed as a single MTA-like area.

\* \* \* \* \*

UNITED STATES CODE ANNOTATED  
TITLE 47. TELEGRAPHS, TELEPHONES, AND RADIOTELEGRAPHS  
CHAPTER 5. WIRE OR RADIO COMMUNICATION  
SUBCHAPTER III. SPECIAL PROVISIONS RELATING TO RADIO  
PART I. GENERAL PROVISIONS

**§ 301. License for radio communication or transmission of energy**

It is the purpose of this chapter, among other things, to maintain the control of the United States over all the channels of radio transmission; and to provide for the use of such channels, but not the ownership thereof, by persons for limited periods of time, under licenses granted by Federal authority, and no such license shall be construed to create any right, beyond the terms, conditions, and periods of the license. No person shall use or operate any apparatus for the transmission of energy or communications or signals by radio (a) from one place in any State, Territory, or possession of the United States or in the District of Columbia to another place in the same State, Territory, possession, or District; or (b) from any State, Territory, or possession of the United States, or from the District of Columbia to any other State, Territory, or possession of the United States; or (c) from any place in any State, Territory, or possession of the United States, or in the District of Columbia, to any place in any foreign country or to any vessel; or (d) within any State when the effects of such use extend beyond the borders of said State, or when interference is caused by such use or operation with the transmission of such energy, communications, or signals from within said State to any place beyond its borders, or from any place beyond its borders to any place within said State, or with the transmission or reception of such energy, communications, or signals from and/or to places beyond the borders of said State; or (e) upon any vessel or aircraft of the United States (except as provided in section 303(t) of this title); or (f) upon any other mobile stations within the jurisdiction of the United States, except under and in accordance with this chapter and with a license in that behalf granted under the provisions of this chapter.

47 U.S.C. § 303(r)

UNITED STATES CODE ANNOTATED  
TITLE 47. TELEGRAPHS, TELEPHONES, AND RADIOTELEGRAPHS  
CHAPTER 5. WIRE OR RADIO COMMUNICATION  
SUBCHAPTER III. SPECIAL PROVISIONS RELATING TO RADIO  
PART I. GENERAL PROVISIONS

**§ 303. Powers and duties of Commission**

Except as otherwise provided in this chapter, the Commission from time to time, as public convenience, interest, or necessity requires, shall--

\* \* \* \* \*

(r) Make such rules and regulations and prescribe such restrictions and conditions, not inconsistent with law, as may be necessary to carry out the provisions of this chapter, or any international radio or wire communications treaty or convention, or regulations annexed thereto, including any treaty or convention insofar as it relates to the use of radio, to which the United States is or may hereafter become a party.

\* \* \* \* \*

UNITED STATES CODE ANNOTATED  
TITLE 47. TELEGRAPHS, TELEPHONES, AND RADIOTELEGRAPHS  
CHAPTER 5. WIRE OR RADIO COMMUNICATION  
SUBCHAPTER III. SPECIAL PROVISIONS RELATING TO RADIO  
PART I. GENERAL PROVISIONS

**§ 309. Application for license**

(j) Use of competitive bidding

\* \* \* \* \*

(3) Design of systems of competitive bidding

For each class of licenses or permits that the Commission grants through the use of a competitive bidding system, the Commission shall, by regulation, establish a competitive bidding methodology. The Commission shall seek to design and test multiple alternative methodologies under appropriate circumstances. The Commission shall, directly or by contract, provide for the design and conduct (for purposes of testing) of competitive bidding using a contingent combinatorial bidding system that permits prospective bidders to bid on combinations or groups of licenses in a single bid and to enter multiple alternative bids within a single bidding round. In identifying classes of licenses and permits to be issued by competitive bidding, in specifying eligibility and other characteristics of such licenses and permits, and in designing the methodologies for use under this subsection, the Commission shall include safeguards to protect the public interest in the use of the spectrum and shall seek to promote the purposes specified in section 151 of this title and the following objectives:

\* \* \* \* \*

(B) promoting economic opportunity and competition and ensuring that new and innovative technologies are readily accessible to the American people by avoiding excessive concentration of licenses and by disseminating licenses among a wide variety of applicants, including small businesses, rural telephone companies, and businesses owned by members of minority groups and women;

\* \* \* \* \*

47 U.S.C. § 309(j)(4)(D)

UNITED STATES CODE ANNOTATED  
TITLE 47. TELEGRAPHS, TELEPHONES, AND RADIOTELEGRAPHS  
CHAPTER 5. WIRE OR RADIO COMMUNICATION  
SUBCHAPTER III. SPECIAL PROVISIONS RELATING TO RADIO  
PART I. GENERAL PROVISIONS

**§ 309. Application for license**

(j) Use of competitive bidding

\* \* \* \* \*

(4) Contents of regulations

In prescribing regulations pursuant to paragraph (3), the Commission shall—

\* \* \* \* \*

(D) ensure that small businesses, rural telephone companies, and businesses owned by members of minority groups and women are given the opportunity to participate in the provision of spectrum-based services, and, for such purposes, consider the use of tax certificates, bidding preferences, and other procedures;

\* \* \* \* \*

UNITED STATES CODE ANNOTATED  
TITLE 47. TELEGRAPHS, TELEPHONES, AND RADIOTELEGRAPHS  
CHAPTER 5. WIRE OR RADIO COMMUNICATION  
SUBCHAPTER IV. PROCEDURAL AND ADMINISTRATIVE PROVISIONS

**§ 405. Petition for reconsideration; procedure; disposition; time of filing; additional evidence; time for disposition of petition for reconsideration of order concluding hearing or investigation; appeal of order**

(a) After an order, decision, report, or action has been made or taken in any proceeding by the Commission, or by any designated authority within the Commission pursuant to a delegation under section 155(c)(1) of this title, any party thereto, or any other person aggrieved or whose interests are adversely affected thereby, may petition for reconsideration only to the authority making or taking the order, decision, report, or action; and it shall be lawful for such authority, whether it be the Commission or other authority designated under section 155(c)(1) of this title, in its discretion, to grant such a reconsideration if sufficient reason therefor be made to appear. A petition for reconsideration must be filed within thirty days from the date upon which public notice is given of the order, decision, report, or action complained of. No such application shall excuse any person from complying with or obeying any order, decision, report, or action of the Commission, or operate in any manner to stay or postpone the enforcement thereof, without the special order of the Commission. The filing of a petition for reconsideration shall not be a condition precedent to judicial review of any such order, decision, report, or action, except where the party seeking such review (1) was not a party to the proceedings resulting in such order, decision, report, or action, or (2) relies on questions of fact or law upon which the Commission, or designated authority within the Commission, has been afforded no opportunity to pass. The Commission, or designated authority within the Commission, shall enter an order, with a concise statement of the reasons therefor, denying a petition for reconsideration or granting such petition, in whole or in part, and ordering such further proceedings as may be appropriate: *Provided*, That in any case where such petition relates to an instrument of authorization granted without a hearing, the Commission, or designated authority within the Commission, shall take such action within ninety days of the filing of such petition. Reconsiderations shall be governed by such general rules as the Commission may establish, except that no evidence other than newly discovered evidence, evidence which has become available only since the original taking of evidence, or evidence which the Commission or designated authority within the Commission believes should have been taken in the original proceeding shall be taken on any reconsideration. The time within which a petition for review must be filed in a proceeding to which section 402(a) of this title applies, or within which an appeal must be taken under section 402(b) of this title in any case, shall be computed from the date upon which the Commission gives public notice of the order, decision, report, or action complained of.

# **APPENDIX A**

Morris Communications, Inc. Installment Payment Plan  
Note and Security Agreement

**Installment Payment Plan Note**  
(Specialized Mobile Radio): Auction Event No. 7)

US \$244,156.61  
Washington, D.C.

October 16, 1996

License No.: YSM006A

FOR VALUE RECEIVED, the undersigned, **Morris Communications, Inc.**,  
a *J.C. CORPORATION* ("Maker"), promises to pay to the order of the  
FEDERAL COMMUNICATIONS COMMISSION, an independent regulatory agency  
of the United States ("Payee" or "Commission"), the principal sum of **244,156.61**  
DOLLARS ("Principal Amount"), together with accrued interest, computed at the  
annual rate of nine percent (9.0%) per annum, ("Annual Rate") on the unpaid Principal  
Amount hereof, from the date of this Note until the date the entire Principal Amount  
has been paid in full.

Interest and principal shall be payable as set forth below and in accordance  
with Schedule A attached hereto and made a part hereof:

Interest only, at the Annual Rate from the license grant date until the last day of  
the month ninety (90) days hence, shall be due and payable on January 31, 1997 in the  
amount of **\$6,441.72**. Commencing January 31, 1997, Maker shall pay interest only at  
the Annual Rate, in equal consecutive quarterly installments of **\$5,493.52** due on the  
last day of the month and every ninety (90) days thereafter from January 31, 1997  
through October 31, 1998.

Commencing October 31, 1998, Maker shall pay principal and interest in equal  
quarterly installments of **\$10,785.41** due on the last day of each month ninety (90) days  
hence through and including July 30, 2006.

The entire unpaid Principal Amount, together with accrued and unpaid interest  
thereon, and all remaining obligations of Maker hereunder, shall be due and payable on  
October 16, 2006 ("Maturity Date").

All interest shall be computed on the basis of a 360-day year for actual days  
elapsed.

All payments to be made hereunder, of principal, interest, costs, expenses, or other sums due hereunder, shall be made to the holder of this Note in lawful money of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, free and clear and without reduction by reason of any present or future income, stamp or other taxes, levies, imposts, deductions, charges, compulsory loans or withholdings whatsoever, including interest thereon or penalties with respect thereto, if any imposed, assessed, levied or collected by any political subdivision or taxing authority thereof or therein, on or in respect of this Note or the obligations it evidences. All payments shall be made during normal business hours at the Commission's designated lockbox location as set forth from time to time in the Commission's then-applicable orders and regulations and/or public notices.

This Note is secured by, and entitled to the benefits of, a Security Agreement (the "Security Agreement") of even date between Maker and Payee. All the terms, covenants, conditions and agreements contained in the Security Agreement are hereby incorporated herein and made part of this Note to the same extent and effect as if fully set forth herein. It is expressly understood by Maker that all of the terms of the Security Agreement apply to this Note and that reference in the Security Agreement to "this Agreement" includes both the Security Agreement and this Note.

IT IS HEREBY EXPRESSLY AGREED THAT TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF ALL TERMS AND CONDITIONS UNDER THIS NOTE AND THE SECURITY AGREEMENT.

A default under this Note ("Event of Default") shall occur upon any or all of the following:

a. non-payment by Maker of any Principal or Interest on the due date as specified hereinabove if the Maker remains delinquent for more than 90 days and

- (1) Maker has not submitted a request, in writing, for a grace period or extension of payments, if any such grace period or extension of payments is provided for in the then-applicable orders and regulations of the Commission; or
- (2) Maker has submitted a request, in writing, for a grace period or extension of payments, if any such grace period or extension of payments is provided for in the then-applicable orders and regulations of the Commission, and following the

expiration of the grant of such grace period or extension or upon denial of such a request for a grace period or extension, Maker has not resumed payments of Interest and Principal in accordance with the terms of this Note;

or;

b. failure by Maker to comply with any other condition for holding the above referenced license (as defined in the Security Agreement) as set forth in the license or in the Communications Act of 1934, as amended, or the then-applicable orders and regulations of the Commission; or

c. violation by Maker of any other covenant or term of this Note or the Security Agreement.

Upon any Event of Default under this Note, Payee may assess a late fee and/or administrative charge, plus the costs of collection, litigation, attorneys' fees, and default payment as specified in the then-applicable orders and regulations of the Commission, as amended, and Maker acknowledges that it is liable and herein expressly promises to pay on demand such additional costs, expenses, late charges, administrative charges, attorneys fees, and default payment. Upon a default under this Note, the unpaid Principal Amount, plus all unpaid interest accrued thereon, together with any late fee and/or administrative charge, plus the costs of collection, litigation, attorneys' fees, and default payment as specified in the then-applicable orders and regulations of the Commission, as amended, shall become immediately due and payable. The Maker hereby acknowledges that the Commission has issued Maker the above referenced license pursuant to the Communications Act of 1934, as amended, that is conditioned upon full and timely payment of financial obligations under the Commission's installment payment plan, as set forth in the then-applicable orders and regulations of the Commission, as amended, and that the sanctions and enforcement authority of the Commission shall remain applicable in the event of a failure to comply with the terms and conditions of the license, regardless of the enforceability of this Note or the Security Agreement.

No delay or omission on the part of Payee in exercising any right under this Note, the Security Agreement, or any other instrument securing this Note, shall operate as a waiver of such right or of any other right of Payee, nor shall any waiver by Payee of any such right or rights on any one occasion be deemed a bar to or waiver of the same right or rights on any future occasion.

The Maker is liable for all costs of collection or enforcement of the Payee's rights under this Note or under the Security Agreement or under any other instrument now or hereafter executed by Maker in favor of Payee which in any manner evidences or constitutes additional security for this Note, including reasonable attorneys' fees, whether suit is brought or not, and all such costs shall be paid by the Maker on demand, and whether or not such collection or enforcement occurs in any bankruptcy, reorganization, receivership or other proceedings involving creditors' rights or involving a claim under this Note or any of the other loan documents.

Maker, all endorsers and guarantors hereof and any other party who may become liable for all or any part of the obligation evidenced hereby, waive presentment for payment, notice or dishonor, protest and notice of protest, notice of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note.

Maker may prepay all or any part of the Principal Amount without premium or penalty upon ten (10) days' prior written notice to Payee, given in the manner provided in the Security Agreement.

Partial prepayments shall not postpone or reduce regular payments to be made hereunder. All such prepayments shall be applicable first to the payment of late charges, if any, costs and expenses, and administrative penalties due hereunder, then to accrued and unpaid interest, then to that portion of the unpaid Principal Amount due on the Maturity Date and then, if applicable, to any unpaid installments of principal in the inverse order of installment maturities. The Payee may require that any partial prepayments be made on the dates installments of principal and interest are due hereunder.

Anything to the contrary notwithstanding, Payee shall not charge, take or receive, and Maker shall not be obligated to pay to Payee, any amounts constituting interest on the Principal Amount in excess of the maximum rate permitted by applicable law. If by reason of the acceleration of the unpaid Principal Amount or otherwise, interest in excess of the highest legal contract rate permitted by applicable law shall at any time be paid, any such excess shall constitute and be treated as a payment of outstanding principal hereunder and shall operate to reduce such outstanding Principal Amount.

**ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR OTHER DOCUMENTS EVIDENCING OR SECURING THE DEBT TRANSACTION EVIDENCED HEREBY MAY ONLY**

BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, AND, BY EXECUTION AND DELIVERY OF THIS NOTE AND SECURITY AGREEMENT, THE MAKER HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN THE DISTRICT OF COLUMBIA.

THE MAKER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURT IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, TO THE MAKER AT ITS ADDRESS PROVIDED HEREIN. SUCH SERVICE SHALL BE DEEMED TO HAVE OCCURRED ON THE THIRD DAY AFTER SUCH MAILING. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF PAYEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE MAKER IN ANY OTHER JURISDICTION.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, WILLINGLY, VOLUNTARILY, UNCONDITIONALLY, IRREVOCABLY AND INTENTIONALLY FOREVER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE SECURITY AGREEMENT, OR OTHER DOCUMENTS EVIDENCING OR SECURING THE DEBT TRANSACTION EVIDENCED HEREBY, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTION OF ANY PERSON OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THIS TRANSACTION, DOCUMENT OR ANY RELATED DOCUMENT OR IN ANY WAY RELATING TO THE COLLATERAL (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS TRANSACTION OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS TRANSACTION, IN WHOLE OR IN PART, WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). MAKER REPRESENTS THAT NO ORAL OR WRITTEN

**STATEMENTS HAVE BEEN MADE BY ANY PARTY TO INCLUDE THIS SUBMISSION OR JURISDICTION AND WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS STATED EFFECT. MAKER FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, SELECTED BY ITS OWN FREE WILL, IN SIGNING THIS NOTE AND IN THE MAKING OF THIS WAIVER AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PAYEE TO ENTER INTO THIS TRANSACTION AND THE VARIOUS DOCUMENTS RELATED THERETO.**

Maker acknowledges that this Note and Security Agreement (any attachments affixed thereto by the Commission with the permission and knowledge of the Maker/Debtor), along with the then-current applicable Commission orders and regulations and the Communications Act of 1934, as amended, set forth the entire agreement, written and oral, of the parties, and all inconsistent prior statements, understandings, notices, representations and agreements between the parties, oral or written, are superseded by and merged in this Note, the Security Agreement or other documents evidencing or securing the debt transaction evidenced hereby. Except as otherwise expressly provided herein, all of Payee's representations, warranties, covenants and agreements in this Note and Security Agreement shall merge in the documents and agreements executed by the Maker and shall not survive said execution.

If any provision or part of this Note and/or the Security Agreement shall for any reason be held or deemed to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note and this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the remaining provisions of this Note shall remain in full force and effect. The enforceability of the Note and/or the Security Agreement do not alter the rights and obligations of the Maker and Payee under the Communications Act of 1934, as amended, or under the then-applicable orders and regulations of the Commission, as amended.

Any notice demand or request hereunder shall be given in the manner set forth in the Security Agreement.

This Note shall be governed by and construed in accordance with the Communications Act of 1934, as amended, the then-applicable orders and regulations of the Commission, and federal law. Nothing in this Note shall be deemed to modify

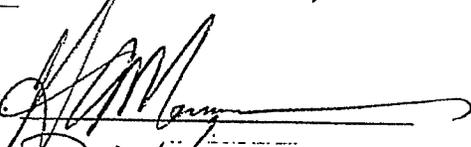
any then-applicable orders and regulations of the Commission, and nothing in this Note shall be deemed to release the Maker from compliance therewith. This Note may not be changed, modified, waived, terminated or discharged orally, but only by an agreement in writing executed by the party against whom enforcement of any such change, modification, waiver, termination, or discharge is sought.

Maker represents and warrants that any statements made by or on behalf of Maker in connection with this Note: (i) are true and accurate in all material respects; and (ii) do not omit any material facts or information that would make such statement misleading in the context of Payee's evaluation of the note, and acknowledges and agrees that Payee is entitled to and has relied on such statements in agreeing to the Note.

Payee shall have the right at any time to assign, endorse, pledge, convey or otherwise transfer this Note and all of the other loan documents to any party. From and after the date of such assignment, endorsement, pledge, conveyance or other transfer, such transferee shall be entitled to exercise any and all rights and remedies of Payee hereunder. Maker shall not assign, convey or otherwise transfer its rights and obligations hereunder without the prior written consent of the Commission.

Date: 1-17-97

Morris Communications, Inc.

By: 

Its: President & CEO

SECURITY AGREEMENT  
(Specialized Mobile Radio: Auction Event No. 7)

License No. YSM006A

This SECURITY AGREEMENT DATED October 16, 1996 ("Agreement") between MORRIS COMMUNICATIONS, INC., a S.C. CORPORATION ("Debtor") and the FEDERAL COMMUNICATIONS COMMISSION, an independent regulatory agency of the United States ("Commission").

WITNESSETH

WHEREAS, Debtor has submitted the highest accepted bid for license number YSM006A in the Specialized Mobile Radio auction (hereinafter the "License") conducted by the Commission to assign such licenses;

WHEREAS, the Commission has duly determined to grant the License to Debtor, subject to the terms and conditions set forth in the orders and regulations of the Commission applicable to such licenses, and the Communications Act of 1934, as amended;

WHEREAS, Debtor wishes to pay its auction price for the License by installments through an Installment Payment Plan as provided by 47 C.F.R. § 1.2110, 90.810, 90.811, 90.812, 90.815 (hereinafter the "Installment Payment Plan") and undertakes to hold the License under the terms and conditions set forth in the Commission's orders and regulations, as amended, applicable to such licenses, and the Communications Act of 1934, as amended and the terms and conditions of this Agreement;

WHEREAS, the Commission has agreed to permit the Debtor to make payment of the auction price for the License through an Installment Payment Plan;

WHEREAS, as a condition to such agreement, Debtor has agreed to execute the Installment Payment Plan Note of even date ("Note") and to enter into this Agreement and make the pledge and assignment of collateral contemplated herein.

NOW, THEREFORE, in consideration of the premises, the mutual agreements contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, and in order to induce the Commission to permit Debtor to pay the auction price for the License through the Installment Payment Plan, Debtor hereby agrees with the Commission as follows:

Version 1  
August 15, 1996

1. Pledge and Assignment of Collateral for Obligations Under Note. Debtor hereby pledges, assigns, hypothecates, delivers, and sets over to the Commission and grants to the Commission a first lien on and security interest in all of the Debtor's right and interest in the License and all proceeds of any sale of or other disposition thereof ("Collateral"), all as collateral security for the prompt and complete payment when due (whether in accordance with the schedule of payments, at the stated maturity, by acceleration, or otherwise) of the unpaid principal of and interest due, and such other additional costs, expenses, late charges, administrative charges, attorneys fees, and default payments assessable under the terms of the Note (all collectively "Obligations"). It is expressly understood by Debtor that all of the terms of the Note apply to this Agreement and that reference herein to "this Agreement" includes both the Security Agreement herein and the Note.

2. Interest of Commission. It is understood and acknowledged by Debtor that pursuant to Section 301 of the Communications Act of 1934, as amended, the Commission is charged with the regulatory mandate to maintain control over all channels of radio transmission, and to provide licenses for the use of such radio channels, but not ownership thereof. Debtor understands and acknowledges that it does not have any ownership interest in the Collateral, or any power to assign the License without the prior approval of the Commission pursuant to Section 310(d) of the Communications Act of 1934, as amended. Debtor further understands and acknowledges that it is giving a security interest to the Commission in the Collateral only to assist the Commission in protecting its ability to enforce the Commission's regulations which condition holding the license in compliance with all then-applicable orders and regulations of the Commission, including, but not limited to, full and timely payment of all payments under the Installment Payment Plan. To that end, and not in derogation of any of the Commission's regulatory authority over the License, Debtor hereby acknowledges that the Commission has a first security interest in the Collateral, and Debtor shall not dispute such first security interest, or the Commission's rights as a secured party hereunder, in any legal or equitable proceeding in which Debtor, or any assignee or trustee of the estate of Debtor in bankruptcy, is a party.

3. Compliance with Commission Orders and Regulations. Nothing in this Agreement shall be deemed to modify any then-applicable orders and regulations of the Commission, and nothing in this Agreement shall be deemed to release Debtor from compliance therewith.

4. Representations and Warranties of Debtor. Debtor represents and warrants to the Commission as follows:

(a) It has full power, authority and legal right to execute, deliver and perform this Agreement, the Note, and any other documents delivered in connection with the Note, this Agreement and the transactions contemplated therein to make the debt transaction evidenced by the Note, and to pledge the Collateral pursuant to this Agreement.

(b) It is a duly organized CORPORATION, existing in good standing under the laws of S.C. and is duly qualified to do business wherever necessary to carry on its present operations.

(c) The representative of Debtor purporting to act on behalf of Debtor in executing this Agreement, the Note, and any other documents delivered in connection with the Note, this Agreement and the transactions contemplated therein, is duly authorized by Debtor to take all such acts and to execute all such documents.

(d) No security agreements have been executed and delivered, and no financing statements have been filed in any jurisdiction, granting or purporting to grant a security interest in the Collateral to any secured party except to the Commission.

(e) No consent of any other party and no consent, license, approval or authorization of, exemption by, or registration or declaration with, any governmental instrumentality, domestic or foreign other than the Commission, is required to be obtained in connection with the execution, delivery or performance of this Agreement, the Note or any other document executed and delivered in connection with the delivery of the Note.

(f) The execution, delivery and performance of this Agreement and the Note, does not and will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator, governmental instrumentality, domestic or foreign, or of any indenture, contract, agreement or other undertaking to which Debtor is a party or which purports to be binding upon Debtor or upon any of Debtor's assets, and will not result in the creation or imposition of any lien, charge or encumbrance on or security interest in any of the assets of Debtor, except as contemplated by this Agreement.

5. Covenants of Debtor. Debtor hereby covenants and agrees as follows:

(a) That it will defend the Commission's right, title and security interest in and to the Collateral against the claims and demands of all persons whomsoever.

(b) That it will execute all financing statements and other instruments or documents related to the perfection of the Commission's security interest, including but not limited to any renewal financing statements or instruments as required to maintain the Commission's security interest, or as otherwise reasonably requested by the Commission, and to file and pay the cost of filing any such instruments or documents as required under this paragraph in whichever public office deemed advisable by the Commission.

(c) That it will not make any indenture, contract, agreement or other undertaking to which Debtor is a party or which purports to be binding upon Debtor, or upon any of Debtor's assets, that would result in the creation or imposition of any lien, charge or encumbrance on or security interest in any of the assets of Debtor that would be inconsistent with its pledge and assignment of the Collateral hereunder, except as contemplated by this Agreement.

(d) That it will pay all costs and expenses, including reasonable attorneys' fees, of the Commission incurred in connection with the enforcement of this Agreement and any and all liability incurred by the Commission resulting from any act or omission of Debtor with respect to the Collateral and this Agreement.

6. Power of Attorney. Debtor hereby irrevocably constitutes and appoints the Commission and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in the Commission's discretion, for the purpose of carrying out the terms of this Agreement and, to the extent permitted by applicable law, to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement. Such appointment is a power coupled with an interest until all Obligations have been paid in full by Debtor.

7. Event of Default. Debtor shall be in default under this Agreement if an Event of Default (as defined in the Note) has occurred.

8. Remedies. If an Event of Default shall occur, the Commission shall thereafter have the following rights and remedies (to the extent permitted by applicable law) in addition to the rights and remedies relating to the Note, all such remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently at such time or times as Commission deems expedient:

(a) the License shall be automatically cancelled pursuant to 47 C.F.R. § 1.2110, 90.810, 90.811, 90.812, 90.815;

(b) all Obligations secured hereunder shall become immediately due and payable without presentment, demand, protest, further notice, or other requirements of any kind;

(c) the Commission may demand, sue for, and collect the outstanding balance of the unpaid Obligations, and make any compromise, or settlement the Commission deems suitable with respect to any Collateral which may be held by it hereunder;

(d) Debtor hereby acknowledges the Commission's authority, pursuant to the Communications Act of 1934, as amended, and the Commission's orders and regulations then-applicable to such licenses, to conduct another public auction or assign the License in the event that the Commission rescinds, cancels, or revokes the License for any default under this Agreement or any other violation of the terms and conditions of the License. The Undersigned hereby waives all notices prior to the conduct of said public auction or assignment by the Commission or its agents.

(e) the Commission may apply the net proceeds actually received from any re-auction or other disposition of the License first to the reasonable expenses of cancelling the License, preparing to re-auction the license, conducting the auction, reasonable attorneys' fees, administrative fees and costs, travel and other expenses which may be incurred by the Commission in attempting to collect the Obligations or to enforce this Agreement, including the prosecution or defense of any action or proceeding related to the subject matter of this Agreement, and only after so applying the net proceeds need the Commission account for the surplus, if any, to the Debtor against the payment of the outstanding Obligations. In no event shall the proceeds of any re-auction of the license or re-assignment be credited to the Debtor for an amount greater than the outstanding amount under the Note, and any surplus shall remain the full property of the federal Treasury, pursuant to Section 309(j) of the Communications Act of 1934, as amended, and then-applicable Commission orders and regulations. In the event that the Debtor has remaining Obligations after application of the net proceeds actually received or other disposition of the License pursuant to this paragraph, Debtor shall remain obligated to pay such remaining outstanding Obligations under the terms of the Note and this Agreement.

(f) Debtor hereby acknowledges that the Commission has no adequate remedy at law in respect to a breach of any covenant contained in this Agreement and, as a consequence, agrees that each and every covenant contained in this Agreement shall be specifically enforceable against Debtor, and Debtor hereby waives and agrees not to assert any defense against an action for specific performance of such covenants.

9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. No Waiver; Cumulative Remedies. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Commission. The Commission shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement, and

no waiver shall be valid unless in writing, signed by the Commission, and then only to the extent therein set forth. A waiver by the Commission of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which the Commission would otherwise have on any future occasion. No failure to exercise nor any delay in exercising on the part of the Commission, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right power or privilege. The rights and remedies provided in this Agreement are cumulative and may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

11. Compliance With Other Applicable Orders and Regulations. Debtor recognizes that its continued retention of the License, and rights to operate as a Commission licensee thereunder, is conditioned upon compliance with all Commission orders and regulations applicable to the License and the Communications Act of 1934, as amended. Debtor further recognizes that full and timely payment as set forth in the Note does not otherwise relieve it of its obligations otherwise to comply with the then-applicable orders and regulations of the Commission, and the Communications Act of 1934, as amended.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with Communications Act of 1934, as amended, then-applicable Commission orders and regulations, as amended, and federal law.

13. Successors, Assigns, Designated Agents. Subject to the provisions of Paragraph 2 of this Agreement regarding the restriction upon Debtor's ability to assign the License, this Agreement shall be binding upon Debtor, its successors and assigns and shall inure to the benefit of the Commission, and its successors and assigns. The Commission may designate agents other than the Commission to act on its behalf with respect to any and all rights and remedies of the Commission under this Agreement or the Note, and such designee shall have all of the rights, powers and remedies available to the Commission within the scope of its designation.

14. Singular and Plural. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

15. Financing Statements. To the extent permitted by applicable law, Debtor authorizes the Commission to sign and file financing statements at any time with respect to any of the Collateral without the signature of Debtor. Debtor will, however, at the same time and from time to time, execute such financing statements, agreements and other instruments and perform such acts as Commission may request in order to establish and maintain a valid first perfected security interest in the Collateral. All reasonable costs of filing and recording will

be paid by Debtor.

16. Notice. All notices, requests, and demands hereunder shall be in writing and shall be deemed to have been duly given, made or served, (i) upon delivery thereof if delivered by hand to the party to be notified, (ii) upon acknowledgment of receipt thereof if sent by express mail or other acknowledged overnight courier service, or (iii) upon acknowledgment of receipt thereof if transmitted to a valid telecopier number for the party to be notified. In each case such notification with respect to the Debtor and the Commission shall be addressed as set forth below or as may be hereafter designated by the respective parties hereto:

As to Debtor:

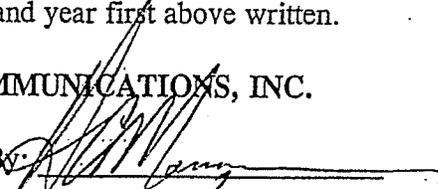
*MORRIS Comm. Inc.*

As to the Commission:

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

DEBTOR: MORRIS COMMUNICATIONS, INC.

Date: 1-17-97

By: 

Its: President & CEO

FEDERAL COMMUNICATIONS COMMISSION

Date: \_\_\_\_\_

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

Its: Associate Managing Director for  
Operations (or Designee)

License Number: YSM006A

**INSTALLMENT PLAN AMORTIZATION SCHEDULE**  
 for Federal Communications Commission Specialized Mobile Radio (SMR) Licenses  
 (Interest-only Payments for the First Two Years)

Pmt #	Date	Int Rate	P&I Payment	Princ'l	Int'rest	Extra Pmt	New Balance	Cum. Int'rest	Yearly Total Int'
			Orig Balance	Orig Rate	Term (Yrs)	1st Pmt	Future Value		
			\$244,156.61	9.00%	10	\$0.00	\$0.00		
1	Jan-97	9.000%	\$6,441.72	\$0.00	\$6,441.72	\$0.00	\$244,156.61	\$6,441.72	\$6,441.72
2	Apr-97	9.000%	\$5,493.52	\$0.00	\$5,493.52	\$0.00	\$244,156.61	\$11,935.24	\$11,935.24
3	Jul-97	9.000%	\$5,493.52	\$0.00	\$5,493.52	\$0.00	\$244,156.61	\$17,428.77	\$17,428.77
4	Oct-97	9.000%	\$5,493.52	\$0.00	\$5,493.52	\$0.00	\$244,156.61	\$22,922.29	\$22,922.29
5	Jan-98	9.000%	\$5,493.52	\$0.00	\$5,493.52	\$0.00	\$244,156.61	\$28,415.82	\$5,493.52
6	Apr-98	9.000%	\$5,493.52	\$0.00	\$5,493.52	\$0.00	\$244,156.61	\$33,909.34	\$10,987.05
7	Jul-98	9.000%	\$5,493.52	\$0.00	\$5,493.52	\$0.00	\$244,156.61	\$39,402.86	\$16,480.57
8	Oct-98	9.000%	\$5,493.52	\$0.00	\$5,493.52	\$0.00	\$244,156.61	\$44,896.39	\$21,974.09
9	Jan-99	9.000%	\$10,785.41	\$5,291.89	\$5,493.52	\$0.00	\$238,864.72	\$50,389.91	\$5,493.52
10	Apr-99	9.000%	\$10,785.41	\$5,410.95	\$5,374.46	\$0.00	\$233,453.77	\$55,764.37	\$10,867.98
11	Jul-99	9.000%	\$10,785.41	\$5,532.70	\$5,252.71	\$0.00	\$227,921.07	\$61,017.08	\$16,120.69
12	Oct-99	9.000%	\$10,785.41	\$5,657.19	\$5,128.22	\$0.00	\$222,263.88	\$66,145.30	\$21,248.91
13	Jan-2000	9.000%	\$10,785.41	\$5,784.47	\$5,000.94	\$0.00	\$216,479.41	\$71,146.24	\$5,000.94
14	Apr-2000	9.000%	\$10,785.41	\$5,914.62	\$4,870.79	\$0.00	\$210,564.79	\$76,017.03	\$9,871.73
15	Jul-2000	9.000%	\$10,785.41	\$6,047.70	\$4,737.71	\$0.00	\$204,517.09	\$80,754.74	\$14,609.44
16	Oct-2000	9.000%	\$10,785.41	\$6,183.78	\$4,601.63	\$0.00	\$198,333.31	\$85,356.37	\$19,211.07
17	Jan-2001	9.000%	\$10,785.41	\$6,322.91	\$4,462.50	\$0.00	\$192,010.40	\$89,818.87	\$4,462.50
18	Apr-2001	9.000%	\$10,785.41	\$6,465.18	\$4,320.23	\$0.00	\$185,545.22	\$94,139.10	\$8,782.73
19	Jul-2001	9.000%	\$10,785.41	\$6,610.64	\$4,174.77	\$0.00	\$178,934.58	\$98,313.87	\$12,957.50
20	Oct-2001	9.000%	\$10,785.41	\$6,759.38	\$4,026.03	\$0.00	\$172,175.20	\$102,339.90	\$16,983.53
21	Jan-2002	9.000%	\$10,785.41	\$6,911.47	\$3,873.94	\$0.00	\$165,263.73	\$106,213.84	\$20,857.47
22	Apr-2002	9.000%	\$10,785.41	\$7,066.98	\$3,718.43	\$0.00	\$158,196.75	\$109,932.27	\$24,575.90
23	Jul-2002	9.000%	\$10,785.41	\$7,225.98	\$3,559.43	\$0.00	\$150,970.77	\$113,491.70	\$28,135.33
24	Oct-2002	9.000%	\$10,785.41	\$7,388.57	\$3,396.84	\$0.00	\$143,582.20	\$116,888.54	\$31,532.17
25	Jan-2003	9.000%	\$10,785.41	\$7,554.81	\$3,230.60	\$0.00	\$136,027.39	\$120,119.14	\$34,762.77
26	Apr-2003	9.000%	\$10,785.41	\$7,724.79	\$3,060.62	\$0.00	\$128,302.60	\$123,179.76	\$37,823.39
27	Jul-2003	9.000%	\$10,785.41	\$7,898.60	\$2,886.81	\$0.00	\$120,404.00	\$126,066.57	\$40,710.20
28	Oct-2003	9.000%	\$10,785.41	\$8,076.32	\$2,709.09	\$0.00	\$112,327.68	\$128,775.66	\$43,419.29
29	Jan-2004	9.000%	\$10,785.41	\$8,258.04	\$2,527.37	\$0.00	\$104,069.64	\$131,303.03	\$45,946.66
30	Apr-2004	9.000%	\$10,785.41	\$8,443.84	\$2,341.57	\$0.00	\$95,625.80	\$133,644.60	\$48,288.23
31	Jul-2004	9.000%	\$10,785.41	\$8,633.83	\$2,151.58	\$0.00	\$86,991.97	\$135,796.18	\$50,439.81
32	Oct-2004	9.000%	\$10,785.41	\$8,828.09	\$1,957.32	\$0.00	\$78,163.88	\$137,753.50	\$52,397.13
33	Jan-2005	9.000%	\$10,785.41	\$9,026.72	\$1,758.69	\$0.00	\$69,137.16	\$139,512.19	\$54,155.82
34	Apr-2005	9.000%	\$10,785.41	\$9,229.82	\$1,555.59	\$0.00	\$59,907.34	\$141,067.78	\$55,711.41
35	Jul-2005	9.000%	\$10,785.41	\$9,437.49	\$1,347.92	\$0.00	\$50,469.85	\$142,415.70	\$57,059.33
36	Oct-2005	9.000%	\$10,785.41	\$9,649.84	\$1,135.57	\$0.00	\$40,820.01	\$143,551.27	\$58,194.90
37	Jan-2006	9.000%	\$10,785.41	\$9,866.96	\$918.45	\$0.00	\$30,953.05	\$144,469.72	\$59,113.35
38	Apr-2006	9.000%	\$10,785.41	\$10,088.97	\$696.44	\$0.00	\$20,864.08	\$145,166.16	\$59,809.79
39	Jul-2006	9.000%	\$10,785.41	\$10,315.97	\$469.44	\$0.00	\$10,548.11	\$145,635.60	\$60,279.23
40	Oct-2006	9.000%	\$10,745.78	\$10,548.11	\$197.67	\$0.00	\$0.00	\$145,833.27	\$60,476.90

License Grant date: October 16, 1996  
 First and last payments prorated based on the above license grant date.

# **APPENDIX B**

Morris Communications, Inc. 900 MHz SMR Licenses

Morris Communications, Inc.  
License KNNY352

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY352

File Number: 9604B000574

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M0060

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

### Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.5125									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
	938.5250									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON,										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

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## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY352

File Number: 9604B000574

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M0060

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

### Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.5375									
WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGEcombe, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
	938.5500									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON,										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY352

File Number: 9604B000574

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M0060

Pages -

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

**REGULATORY STATUS: GMRS**

**Station Technical Specifications**

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
DAVIE, DUPLIN, DURHAM, EDGEcombe, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
938.5625										
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGEcombe, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO,										



**FEDERAL COMMUNICATIONS COMMISSION**

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, "during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY352

File Number: 9604B000574

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M0060

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC									
	938.5750									
	COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC									
	938.5875									
	COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO,									

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

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## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
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- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY352

File Number: 9604B000574

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M0060

Pagers -

961108 N 3 5 7

MORRIS COMMUNICATIONS INC  
H.A. MORRIS, III, PRESIDENT & CEO  
355 WOODRUFF RD. , SUITE 302  
GREENVILLE SC 29606

REGULATORY STATUS: CMRS

### Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
<p>PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC</p> <p>938.6000</p> <p>COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC</p>										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
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---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY352

File Number: 9604B000574

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M0060

Pages -

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.6125									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
	938.6250									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON,										

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FEDERAL COMMUNICATIONS COMMISSION

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## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
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---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY352

File Number: 9604B000574

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M0060

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD., SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										

This authorization is conditioned upon the full and timely payment of all moneys due pursuant to sections 1.2110 and 90.812 of the Commission's rules and the terms of the Commission's installment plan and as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

Morris Communications, Inc.  
License KNNY353

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY353

File Number: 9604B000575

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044R

Pages -

961108 N 4 1 3

MORRIS COMMUNICATIONS INC  
H.A. MORRIS, III, PRESIDENT & CEO  
355 WOODRUFF RD. , SUITE 302  
GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	939.2625									
<p>COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA</p>										
	939.2750									
<p>COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA</p>										
	939.2875									
<p>COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA</p>										
	939.3000									
<p>COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA</p>										

PAGE 1 OF 3



FEDERAL COMMUNICATIONS COMMISSION

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---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY353

File Number: 9604B000575

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044R

Pagers -

961108 N 4 2 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	939.3125									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	939.3250									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	939.3375									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	939.3500									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
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- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY353

File Number: 9604B000575

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044R

Pagers -

961108 N 4 3 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

### Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	939.3625									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	939.3750									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
This authorization is conditioned upon the full and timely payment of all moneys due pursuant to sections 1.2110 and 90.812 of the Commission's rules and the terms of the Commission's installment plan and as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.										



**FEDERAL COMMUNICATIONS COMMISSION**

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

Morris Communications, Inc.  
License KNNY355

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY355

File Number: 9604B000577

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M029A

Pagers -

961108 N 6 1 4

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

## Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
935.0125	COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN									
935.0250	COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN									
935.0375	COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN									
935.0500	COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE,									

PAGE 1 OF 4



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY355

File Number: 9604B000577

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M029A

Pagers -

961108 N 6 2 4

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN										
935.0625										
COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN										
935.0750										
COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN										
935.0875										
COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA,										

PAGE 2 OF 4



FEDERAL COMMUNICATIONS COMMISSION

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## CONDITIONS OF GRANT

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY355

File Number: 9604B000577

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M029A

Pagers -

961108 N 6 3 4

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications										
FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN										
935.1000										
COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN										
935.1125										
COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN										
935.1250										
COUNTIES: AUTAUGA, BIBB, BLOUNT, BULLOCK, BUTLER, CALHOUN, CHEROKEE, CHILTON, CLAY, CLEBURNE, COFFEE, COLBERT, COOSA, COVINGTON, CRENSHAW, CULLMAN, DALE, DALLAS, DE KALB, ELMORE, ETOWAH, FAYETTE, FRANKLIN, GENEVA, GREENE, HALE, HENRY, HOUSTON, JACKSON, JEFFERSON, LAUDERDALE, LAWRENCE, LIMESTONE, LOWNDES, MACON, MADISON, MARENGO, MARION, MARSHALL, MONTGOMERY, MORGAN, PERRY, PICKENS, PIKE, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA, TALLAPOOSA, TUSCALOOSA, WALKER, WILCOX, WINSTON AL; LINCOLN, WAYNE TN										

PAGE 3 OF 4



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 800 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY355

File Number: 9604B000577

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M029A

Pagers -

961108 N 6 4 4

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleve	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
<p>This authorization is conditioned upon the full and timely payment of all moneys due pursuant to sections 1.2110 and 90.812 of the Commission's rules and the terms of the Commission's installment plan and as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.</p>										



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

Morris Communications, Inc.  
License KNNY356

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY356

File Number: 9604B000578

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M043Q

Pagers -

961108 N 7 1 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	939.0125									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	939.0250									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	939.0375									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	939.0500									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										

PAGE 1 OF 3



FEDERAL COMMUNICATIONS COMMISSION

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---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
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- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY356

File Number: 9604B000578

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M043Q

Pagers -

961108 N 7 2 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
WILSON TN										
	939.0625									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	939.0750									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	939.0875									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	939.1000									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE,										

PAGE 2 OF 3



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

---

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY356

File Number: 9604B000578

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M043Q

Pages -

961108 N 7 3 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	939.1125									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	939.1250									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
This authorization is conditioned upon the full and timely payment of all moneys due pursuant to sections 1.2110 and 90.812 of the Commission's rules and the terms of the Commission's installment plan and as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.										



FEDERAL COMMUNICATIONS COMMISSION

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Morris Communications, Inc.  
License KNNY357

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY357

File Number: 9604B000579

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044H

Pagers -

961108 N 8 1 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

**Station Technical Specifications**

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
936.7625										
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
936.7750										
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
936.7875										
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
936.8000										
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										



**FEDERAL COMMUNICATIONS COMMISSION**

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
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- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY357

File Number: 9604B000579

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044H

Pagers -

961108 N 8 2 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	936.8125									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLIN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	936.8250									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLIN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	936.8375									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLIN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	936.8500									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLIN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										

PAGE 2 OF 3



FEDERAL COMMUNICATIONS COMMISSION

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY357

File Number: 9604B000579

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044H

Pagers -

961108 N 8 3 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	936.8625									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	936.8750									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
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Morris Communications, Inc.  
License KNNY358

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY358

File Number: 9604B000580

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M043C

Pagers -

961108 N 9 1 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

**Station Technical Specifications**

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	935.5125									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	935.5250									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	935.5375									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	935.5500									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON,										

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**FEDERAL COMMUNICATIONS COMMISSION**

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity, to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY358

File Number: 9604B000580

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M043C

Pagers -

961108 - N 9 2 3

MORRIS COMMUNICATIONS INC

H.A. MORRIS, III, PRESIDENT & CEO

355 WOODRUFF RD., SUITE 302

GREENVILLE SC 29606

REGULATORY STATUS: GMRS

## Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	935.5625									
WILSON TN COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	935.5750									
WILSON TN COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	935.5875									
WILSON TN COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	935.6000									
WILSON TN COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE,										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY358

File Number: 9604B000580

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M043C

Pagers

961108 N 9 3 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD., SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

### Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	935.6125									
OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										
	935.6250									
COUNTIES: CALDWELL, CHRISTIAN, TODD, TRIGG KY; BEDFORD, BENTON, CANNON, CHEATHAM, CLAY, COFFEE, DAVIDSON, DE KALB, DICKSON, FENTRESS, FRANKLIN, GILES, HENRY, HICKMAN, HOUSTON, HUMPHREYS, JACKSON, LAWRENCE, LEWIS, MACON, MARSHALL, MAURY, MONTGOMERY, MOORE, OVERTON, PERRY, PICKETT, PUTNAM, ROBERTSON, RUTHERFORD, SMITH, STEWART, SUMNER, TROUSDALE, VAN BUREN, WARREN, WHITE, WILLIAMSON, WILSON TN										

This authorization is conditioned upon the full and timely payment of all moneys due pursuant to sections 1.2110 and 90.812 of the Commission's rules and the terms of the Commission's installment plan and as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

Morris Communications, Inc.  
License KNNY359

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY359

File Number: 9604B000581

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M006A

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

### Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	935.0125									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
	935.0250									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON,										

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**FEDERAL COMMUNICATIONS COMMISSION**

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

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## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY359

File Number: 9604B000581

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M006A

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	935.0375									
WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGEcombe, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
	935.0500									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON,										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
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- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY359

File Number: 9604B000581

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M006A

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

## Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC									
	935.0625									
	COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO,									

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY359

File Number: 9604B000581

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M006A

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
935.0750										
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
935.0875										
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO,										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY359

File Number: 9604B000581

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M006A

Pages

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC  935.1000 COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGEcombe, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC									



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY359

File Number: 9604B000581

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M006A

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

## Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	935.1125									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC										
	935.1250									
COUNTIES: ELBERT, FRANKLIN, HART, STEPHENS GA; ALAMANCE, ALEXANDER, ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, BUNCOMBE, BURKE, CABARRUS, CALDWELL, CARTERET, CATAWBA, CHATHAM, CHEROKEE, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CUMBERLAND, DAVIDSON, DAVIE, DUPLIN, DURHAM, EDGECOMBE, FORSYTH, FRANKLIN, GASTON, GRAHAM, GRANVILLE, GREENE, GUILFORD, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, LINCOLN, MACON, MADISON, MARTIN, MCDOWELL, MECKLENBURG, MITCHELL, MONTGOMERY, MOORE, NASH, NEW HANOVER, NORTHAMPTON, ONSLOW, ORANGE, PAMLICO, PENDER, PERSON, PITT, POLK, RANDOLPH, RICHMOND, ROBESON, ROCKINGHAM, ROWAN, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, STOKES, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, UNION, VANCE, WAKE, WARREN, WASHINGTON,										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

---

## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY359

File Number: 9604B000581

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M006A

Pagers -

961108 N 10 7 7

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
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WATAUGA, WAYNE, WILKES, WILSON, YADKIN, YANCEY NC; ABBEVILLE, ANDERSON, BAMBERG, BERKELEY, CALHOUN, CHARLESTON, CHEROKEE, CHESTER, CHESTERFIELD, CLARENDON, COLLETON, DARLINGTON, DILLON, DORCHESTER, FAIRFIELD, FLORENCE, GEORGETOWN, GREENVILLE, GREENWOOD, HORRY, KERSHAW, LANCASTER, LAURENS, LEE, LEXINGTON, MARION, MARLBORO, MCCORMICK, NEWBERRY, OCONEE, ORANGEBURG, PICKENS, RICHLAND, SALUDA, SPARTANBURG, SUMTER, UNION, WILLIAMSBURG, YORK SC

This authorization is conditioned upon the full and timely payment of all moneys due pursuant to sections 1.2110 and 90.812 of the Commission's rules and the terms of the Commission's installment plan and as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.



FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

Morris Communications, Inc.  
License KNNY361

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY361

File Number: 9604B000583

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044M

Pagers -

961108 N 12 1 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

**Station Technical Specifications**

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.0125									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLIN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.0250									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLIN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.0375									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLIN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.0500									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLIN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										

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**FEDERAL COMMUNICATIONS COMMISSION**

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---

FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY361

File Number: 9604B000583

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044M

Pages -

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MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.0625									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.0750									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.0875									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.1000									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

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## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY361

File Number: 9604B000583

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044M

Pagers -

961108 N 12 3 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

### Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.1125									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.1250									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
This authorization is conditioned upon the full and timely payment of all moneys due pursuant to sections 1.2110 and 90.812 of the Commission's rules and the terms of the Commission's installment plan and as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.										

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FEDERAL COMMUNICATIONS COMMISSION

This authorization becomes invalid and must be returned to the Commission if the stations are not placed in operation within eight months, unless an extension of time has been granted. EXCEPTIONS: 1) 800 MHz trunked and certain 900 MHz station licenses cancel automatically if not constructed within 1 year 2) IVDS authorizations automatically cancel if service is not made available in accordance with Section 95.833(a) of the Commission's Rules 3) There are no time limitations for placing GMRS stations in operation.

Morris Communications, Inc.  
License KNNY363

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY363

File Number: 9604B000585

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044N

Pages -

961108 N 14 1 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.2625									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.2750									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.2875									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.3000									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										

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FEDERAL COMMUNICATIONS COMMISSION

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## CONDITIONS OF GRANT

- A. Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts, treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions and requirements set forth in this authorization the licensee or permittee hereof is authorized to use and operate the radio transmitting facilities herein described. This authorization shall not vest in the licensee or permittee any right to operate the station nor any right in the use of the frequencies designated in the authorization beyond the term hereof, nor in any other manner than authorized herein.
- B. Neither this authorization nor the right granted herein shall be assigned or otherwise transferred to any person, firm, company, or corporation except by specific authorization of the Commission.
- C. This authorization is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such service as will serve public interest, convenience, or necessity to the full extent of the privileges herein conferred.
- D. This authorization is subject to the right of use or control by the Government of the United States conferred by Section 706 of the Communications Act of 1934, as amended.
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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY363

File Number: 9604B000585

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044N

Pagers -

961108 N 14 2 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

## Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.3125									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.3250									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.3375									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.3500									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										

PAGE 2 OF 3



FEDERAL COMMUNICATIONS COMMISSION

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FOR FCC USE ONLY

# RADIO STATION LICENSE

Licensee Name: MORRIS COMMUNICATIONS INC

Radio Service: YS TRUNKED SMRS

License Issue Date: 10/16/1996

Call Sign: KNNY363

File Number: 9604B000585

License Expiration Date: 10/16/2006

Frequency Advisory No./Service Area: M044N

Pages -

961108 N 14 3 3

MORRIS COMMUNICATIONS INC  
 H.A. MORRIS, III, PRESIDENT & CEO  
 355 WOODRUFF RD. , SUITE 302  
 GREENVILLE SC 29606

REGULATORY STATUS: CMRS

Station Technical Specifications

FCC I.D.	Frequencies (MHz)	Station Class	No. of Units	Emission Designator	Output Power (Watts)	E.R.P. (Watts)	Ground Eleva	Ant. Hgt. To Tip	Antenna Latitude	Antenna Longitude
	938.3625									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
	938.3750									
COUNTIES: BELL, HARLAN, LETCHER KY; ANDERSON, BLOUNT, CAMPBELL, CARTER, CLAIBORNE, COCKE, CUMBERLAND, GRAINGER, GREENE, HAMBLEN, HANCOCK, HAWKINS, JEFFERSON, JOHNSON, KNOX, LOUDON, MCMINN, MONROE, MORGAN, ROANE, SCOTT, SEVIER, SULLIVAN, UNICOI, UNION, WASHINGTON TN; BRISTOL, DICKENSON, LEE, NORTON, RUSSELL, SCOTT, SMYTH, WASHINGTON, WISE VA										
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FEDERAL COMMUNICATIONS COMMISSION

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