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December 20, 1996

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Mr. Jonny Levin
Office of General Counsel
Federal Election Commission
999 E Street, N.W., 6th Floor
Washington, D.C. 20463

AOR 1996-49
SUPPLEMENT

Re: AOR 1996-49

Dear Mr. Levin:

On behalf of our client, PCS PrimeCo Personal Communications, Inc., this letter is a response to the question you conveyed to me in our December 16 telephone conversation regarding AOR 1996-49.

In our conversation, you noted that PCS Nucleus was represented on the Executive Committee of PCS PrimeCo Personal Communications, Inc., ("PrimeCo") by two representatives from AirTouch and one representative from U.S. WEST, and asked whether there was a formal or informal agreement in place specifying this arrangement.

As you are aware, Section 5.1.2 of the Partnership Agreement establishing PrimeCo provides that each of the General Partners, here PCS Nucleus, has the right to appoint three of the six members of the Executive Committee. It also provides that "...each member of the Executive Committee shall be an officer or employee or former employee of a Partner or an Affiliate thereof. An "Affiliate" is defined by Section 1.4 to mean, in the case of PCS Nucleus, AirTouch and U.S.WEST and their respective affiliates. However, Section 5.1.2 leaves it up to each General Partner to decide the makeup of its representatives to the Executive Committee. It does not specify that AirTouch is to have two representatives on the Executive Committee and U.S. WEST is to have one representative.

It is my understanding from PrimeCo's lawyers that there is nothing elsewhere in the Partnership Agreement, nor anything in any other agreement that specifies this arrangement. The parties decided on this arrangement by mutual consent.

I trust that this is helpful to you.

Sincerely,

William Boger

William H. Boger