

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is made effective as of _____ between _____, of _____, _____, _____, and Tele-PCS, Inc., of 1636 Popps Ferry Rd, Biloxi, Mississippi 39532.

In the Agreement, the party who is granting the right to sell its merchandise will be referred to as "_____", and the other party who is receiving the right to sell the merchandise will be referred to as "Tele-PCS, Inc.".

The parties agree as follows:

I. RIGHT TO SELL. _____ owns Merchandise ("Goods"). In accordance with this Agreement, _____ grants Tele-PCS, Inc. a non-exclusive right to sell the Goods under the terms of this Agreement. All sales prices and terms of sale shall be determined by mutual consent of the parties.

II. PROCEEDS OF SALES. Tele-PCS, Inc. will pay to _____ a portion of the sales proceeds which shall be calculated as follows: 80 percent of the proceeds from the sale of the Goods. The amount determined in the previous sentence shall be paid to _____ in monthly installment(s) on or before the fifth day following the installment period in which the proceeds were obtained. With each net proceeds payment, Tele-PCS, Inc. will submit to _____ a written report that sets forth the calculation of the amount of the net proceeds payment and the extent of current inventory.

III. RECORDS. Tele-PCS, Inc. shall keep accurate records regarding the quantities of the Goods that are sold. _____ shall have the right to inspect such records from time to time after providing reasonable notice of such intent to Tele-PCS, Inc..

IV. TITLE TO MERCHANDISE. Consigned merchandise shall remain the property of _____ until sold.

V. LOSS AND INSURANCE. Tele-PCS, Inc. shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of Tele-PCS, Inc.. Tele-PCS, Inc. shall maintain insurance in adequate amounts to pay for replacement of the merchandise in the event of such shortages, loss, or damage.

VI. DEFAULTS. If Tele-PCS, Inc. fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to _____ when due, _____ shall have the option to cancel this Agreement by providing Thirty days' written notice to Tele-PCS, Inc.. Tele-PCS, Inc. shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective

action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

VII. ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

VIII. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Goods by the other party or by any third party. In no event will _____ be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Goods.

IX. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

X. TERMINATION. This Agreement may be terminated by either party by providing Thirty days' written notice to the other party.

XI. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

XII. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

XIII. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIV. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XV. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Mississippi.

XVI. SIGNATORIES. This Agreement shall be signed on behalf of _____ by _____ and on behalf of Tele-PCS, Inc. by _____ and effective as of the date first above written.

Consignor:

By: _____

Consignee:
Tele-PCS, Inc.

By: _____
