

EXHIBIT NO. 1

The instant application requests experimental authority for Crescomm Transmission Services, Inc. ("Crescomm") to transmit and receive data signals by means of its shipboard earth stations to be located on ships of U.S. registry located primarily in the Caribbean Sea, (See File No. S-0124-EX-91, Call Sign KS2XAJ) via separate system international communications satellite, PAS-1 (File No. CSS-84-004-P(LA)), and an earth station located at Homestead, Florida (File No. CSS-89-002-P/L.

The proposed two-way service involves use of single, 64-Kbps, duplex, C-band circuits in connection with very small aperture terminals ("VSATs") located on ships. Crescomm's customer, Westinghouse Electric Corporation, will initiate the use of the service in connection with its work pursuant to a U.S. Government contract.

The service is functionally identical to the service which the FCC has previously granted to Crescomm on experimental special temporary authorization in File No. S-0124-EX-91 (effective February 1, 1991). Reference is made to File No. S-0124-EX-91 for the particulars of operation. The service remains experimental in nature, but service needs of Westinghouse and the U.S. Government now require a two-year license term, pursuant to Section 5.63(a) of the Commission's Rules.

WHEREAS, pending FCC review and final approval of either an assignment of the Licenses from the Company to a qualified third party or the transfer of control of the Company from the Sellers to ITC, it is the intent of the Parties that control of all FCC licenses held by the Company remain absolutely vested with those persons currently on report to the FCC (as per FCC Form 430 -Common Carrier and Satellite Radio Licensee Qualification Report filed 9/5/90 by the Company) and such additional persons who, in the aggregate, constituted the controlling shareholders of Company prior to conclusion of the transaction referenced above;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. PROXY. - Until the Termination Date (as defined below), ITC hereby grants to Sellers an irrevocable proxy appointing Sellers as ITC's attorney-in-fact and proxy, with full power of substitution for and in ITC's name to vote, express consent or dissent or otherwise utilize such voting power in such manner and upon such matters as Sellers shall, by majority vote of Sellers, deem proper with respect to the Common Stock. This proxy is subject to Section 4 below.

2. BOARD OF DIRECTORS; OFFICERS. - Sellers agree that this proxy shall be used to vote and to take such other action as may be necessary to constitute those persons listed as Exhibit C, attached hereto, in the corporate officer positions of the Company listed beside their respective names. Each shall remain in such positions

as officers and directors during the term of this Agreement.

3. COVENANTS OF COMPANY AND SELLERS. - During the term of this Agreement, the Company and each of the Sellers agree as follows:

(a) Company shall pay all its indebtedness for borrowed money and for all taxes when due, operate in the ordinary course of business, and maintain adequate insurance;

(b) Company shall maintain its existence in good standing;

(c) Company shall, and the Sellers shall cause the Company to, use its best efforts to obtain final FCC approval either of the assignment of the Licenses from Company to a qualified third party, or of the transfer of control of the Company from Sellers to ITC, as provided in the terms of an Amendment to the Stock Purchase Agreement to be executed by the Parties.

4. TERMINATION. - The provisions contained in Section 1 of this Agreement shall terminate and be revoked upon the earlier to occur of the following events (the "Termination Date"):

(a) Upon final FCC approval of the assignment of the Licenses from Company to a qualified third party;

(b) Upon final FCC approval of the transfer of control of the Company from Sellers to ITC; or

(c) Upon the expiration of ten years from the date of execution of this Agreement.

5. FINAL FCC APPROVAL. - For purposes of this Agreement, "final FCC approval" shall mean any FCC approval which has become final and is not subject to administrative or judicial review.

6. ILLEGALITY. - If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of the Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

7. GOVERNING LAW. - The construction and performance of this Agreement shall be governed by the laws of the State of Florida.

8. ASSIGNMENT. - This Agreement is not assignable.

9. BINDING EFFECT. - The respective obligations of the Sellers under this Agreement are binding upon their respective successors, heirs and personal representatives.

10. WAIVER OF BREACH. - The waiver by any party hereto of a breach by any other party hereto of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party hereto.

11. ENTIRE AGREEMENT. - This Agreement and the Stock Purchase Agreement contain the entire agreement of the Parties relating to the rights of the Parties with respect to the Common Stock and the other matters set forth in this Agreement. This Agreement may not be changed orally, but only by agreement in writing signed by the parties against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12. HEADINGS. - The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning of interpretation of this Agreement.

13. NOTICES. - All notices, demands and other communications which may be or are required to be given hereunder, or with respect hereto, shall be in writing and shall be given when mailed, postage pre-paid, by registered or certified mail, return-receipt requested, addressed to each party at the address set forth next to his name, or to such other address as any party hereinafter may designate to the others in writing.

14. VENUE. - Any legal proceedings in connection with, or for the enforcement of, this Agreement, shall be instituted and maintained only in the Circuit Court in and for Dade County, Florida, and/or the U.S. District Court for the Southern District of Florida, and each Party submits and agrees to the jurisdiction of such courts with respect thereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

INTERNATIONAL TELE-MARINE CORPORATION

By: *James S. Keir*

Its: *Exec. V.P.*

Date: *3/3/94*

CRESCOMM TRANSMISSION SERVICES, INC.

By: [Signature]
Its: WILLIAM F. LASHALL V.P.
Date: 2/27/94

SELLERS:

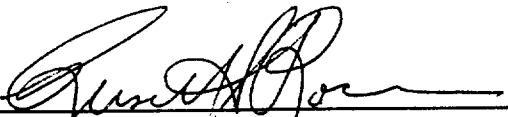
By: [Signature]
Richard A. Hadsall
25 Crescent Drive
Fairfield, New Jersey 07006
Date: 2/28/94

By: [Signature]
William F. LaShell
#8 Clifford Drive
Wayne, New Jersey 07470
Date: 2/28/94

By: [Signature]
Richard Janowski
968 Lily Pond Lane
Franklin Lakes, New Jersey 07417
Date: 3/3/94

By: [Signature]
~~Z. Jerry Kuliga~~
~~703 Handweg Drive~~
~~Rivervale, New Jersey 07675~~
1302 RIDGE RD
LAUREL HOLLOW, NY 11791
Date: 3/12/94

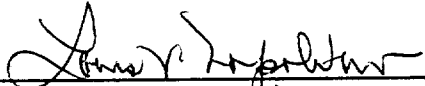
By:


Russell A. Rocca
820 Sussex Road
Franklin Lakes, New Jersey 07417

Date:

3/3/94

By:


Louis V. Napolitano
995 Franklin Lakes Road
Franklin Lakes, New Jersey 07417

Date:

3/3/94

EXHIBIT A

EXHIBIT A

<u>NAME & ADDRESS</u>	<u>NUMBER OF SHARES</u>	<u>PERCENT</u>
International Tele- Marine Corporation 4909 S.W. 74 Court Miami, Florida 33155	24,323,815	98.4%

EXHIBIT B

CRESCOMM TRANSMISSION SERVICES, INC.
CURRENT LICENSES AND AUTHORIZATIONS

FACILITIES

<u>Call Sign</u>	<u>Issue Date</u>	<u>Expiration Date</u>
<u>KA-257</u> ; International Fixed - 21 meter	9/25/89	9/25/99
<u>KA-322</u> ; International Fixed - 11 Meter	4/10/92	4/10/02
<u>E860029</u> ; International/ Domestic Fixed - 7 meter	7/2/86	7/2/96
<u>E859623</u> ; International/ Domestic Fixed - 11 meter	12/20/91	11/19/95
<u>E910614</u> ; Domestic Fixed - 3.5 meter	6/19/92	12/20/01
<u>E900624</u> ; Domestic Transportable	9/28/90	9/28/00
<u>E8926</u> ; Domestic Transportable	3/20/92	9/4/97
<u>WLT642</u> ; Point to Point Microwave; Transportable	4/19/93	2/1/01
<u>KI2XEE</u> ; Maritime Experimental (Shipboard Transportable)	2/1/93	2/1/95

INTERNATIONAL AUTHORIZATIONS (SECTION 214 AUTHORITY)

<u>File No.</u>	<u>Date Granted</u>
ITC-88-060	April 18, 1988
ITC-89-010	September 25, 1989
ITC-92-174	October 14, 1992
ITC-93-012	March 16, 1993

EXHIBIT C

EXHIBIT C

Richard A. Hadsall
President, Director
25 Crescent Drive
Fairfield, NJ 07006

Gordon Robertson
Vice President, Engineering
4 Carob Court
Mount Holly, NJ 08060

William F. LaShell
Vice President, Secretary-Treasurer, Director
#8 Clifford Drive
Wayne, NJ 07470

Richard Janowski
Director
968 Lily Pond Lane
Franklin Lakes, NJ 07417

Z. Jerry Kuliga
Director
703 Handweg Drive
Rivervale, NJ 07675

Russell A. Rocca
Director
820 Sussex Road
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Louis V. Napolitano
Director
995 Franklin Lakes Road
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