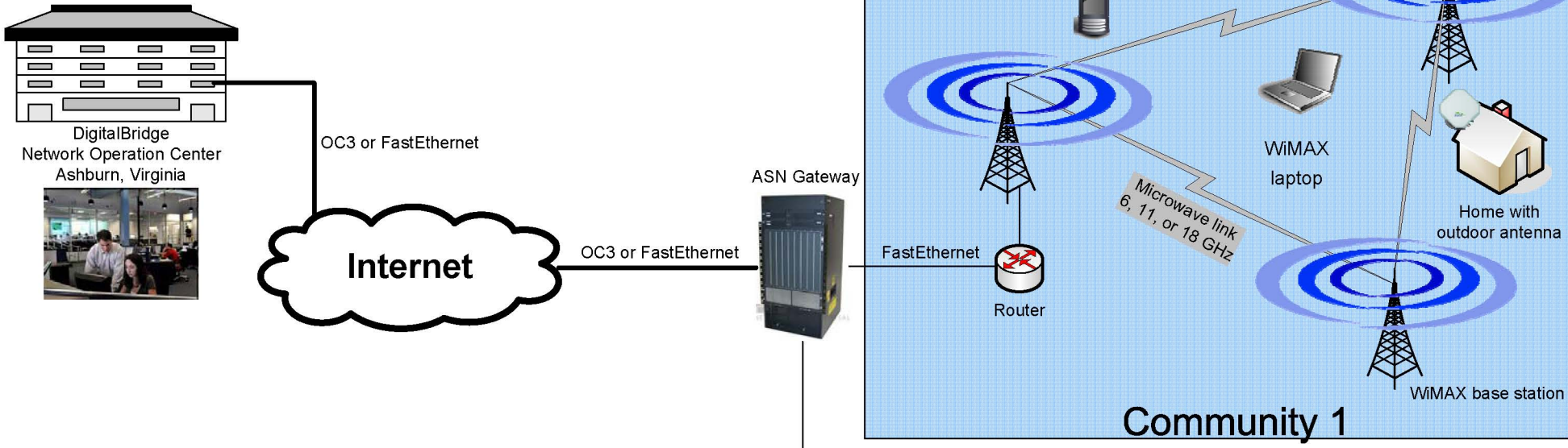


Name of Tier	Advertised Speeds		Average Speeds		Average Latency (BTOP only)	Pricing Plan \$ per month
	Downstream Mbps	Upstream Mbps	Downstream Mbps	Upstream Mbps	@End User CPE ms	
Residential						
Entry Level Speed	2Mbps	500kbps	1.5Mbps	375Kbps	50 milliseconds	\$34.99
Maximum Speed	3Mbps	768Kbps	2.5Mbps	500Kbps	50 milliseconds	\$39.99
Other Residential Tiers – Mobile Bundle	2Mbps	500Kbps	1.5Mbps	375Kbps	50 milliseconds	\$25
Business or Institutions						
Entry Level Speed	2Mbps	1Mbps	1.5Mbps	768Kbps	50 milliseconds	\$49.99
Maximum Speed	2Mbps	2Mbps	1.5Mbps	1.5Mbps	50 milliseconds	\$69.99
Other Business Tier- T1 replacement service with QOS	2Mbps	1 Mbps	1.5Mbps	768Kbps	50 milliseconds	\$149



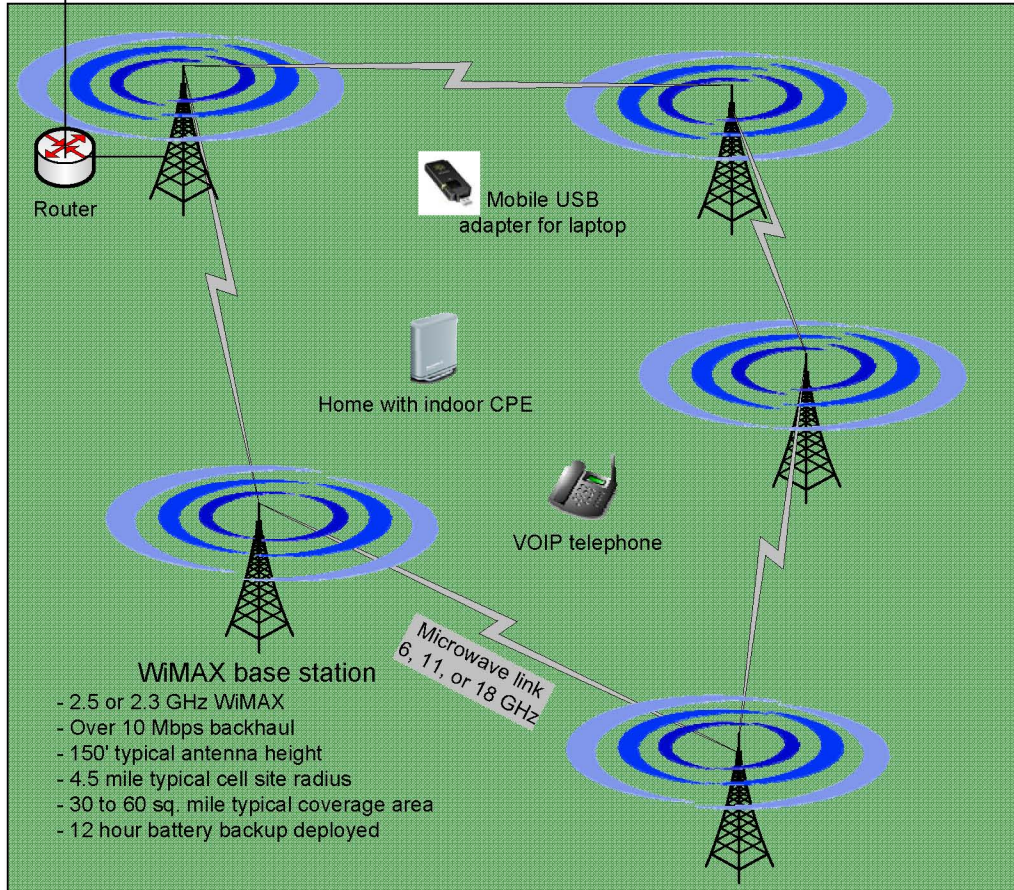
General Network Design

This diagram shows the general design of a DigitalBridge WiMAX network. The following pages specifically show the network design for this application, including the proposed tower locations, microwave links, fiber connections, and aggregation points. The following pages also include a listing of what medium is used to transmit data (fiber or microwave) and the mileages calculated for each transmission path.

All fiber connections shown on this and all subsequent diagrams are all TCP/IP, either FastEthernet or OC3, with a capacity greater than 100Mbps. All microwave connections shown are TCP/IP Ethernet, with a capacity of at least 50Mbps. All WiMAX base stations shown are fully 802.16e compliant mobile WiMAX base stations with an aggregate capacity of at least 15Mbps per sector.

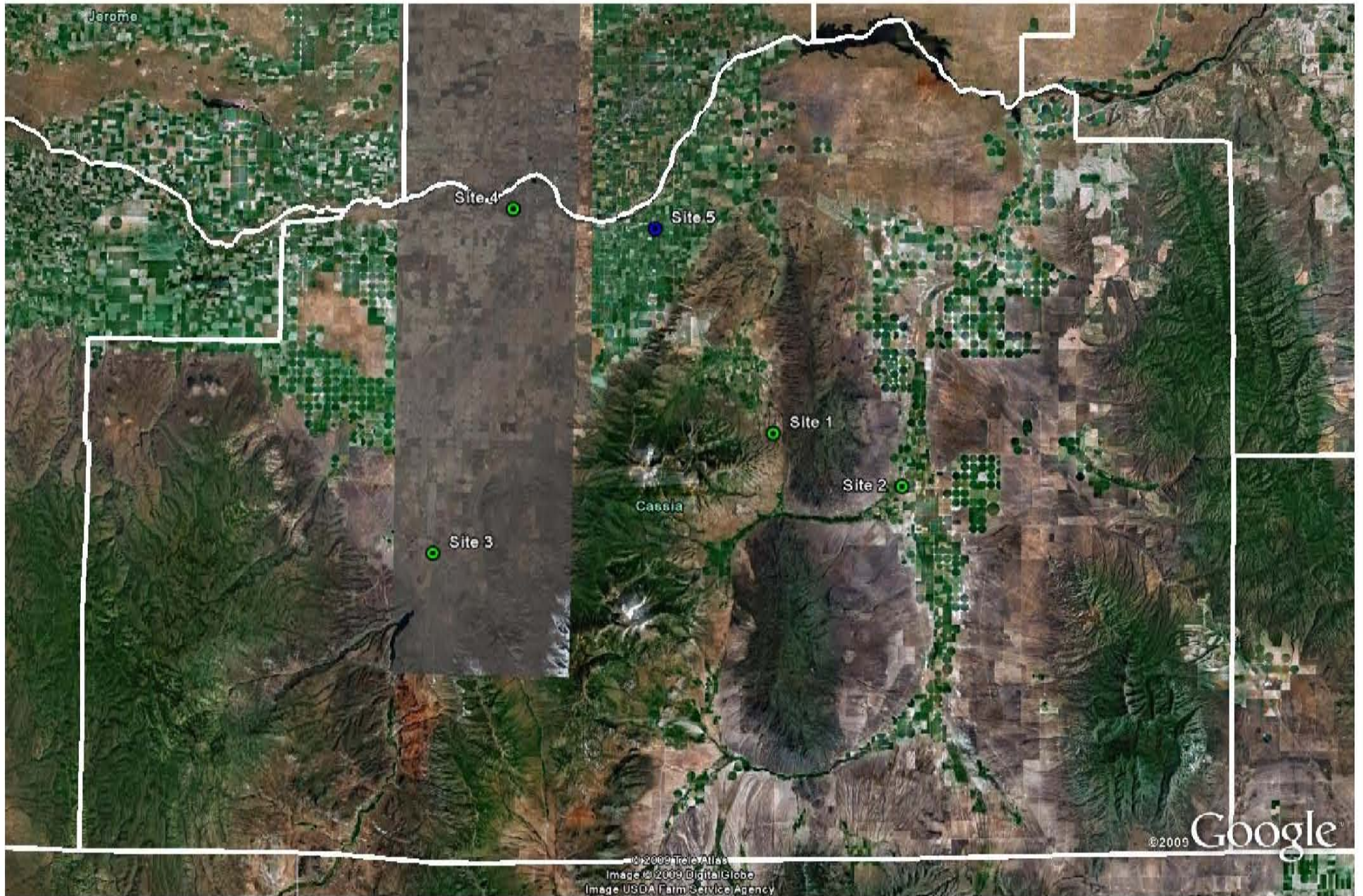
Customer traffic originates with subscriber devices such as outdoor (roof-mounted) CPE, indoor (desktop gateway) CPE, mobile Internet devices (MIDs), mobile phones, or WiMAX-embedded laptops. Traffic flows from these devices over the WiMAX air link to DBC-owned WiMAX base stations installed on rooftops or cellular towers in the community. From these base stations, traffic is routed over IP-based FastEthernet connections leased from DBC's middle mile fiber providers back to aggregation points in colocation facilities around the country. Traffic is routed, managed, controlled, and aggregated via DBC's ASN gateways over the Internet. DBC is able to manage all traffic and all devices on the network via its Network Operations Center (NOC) in Ashburn, Virginia.

The antenna height for each WiMAX base station is 150 feet above ground level. Each base station's broadcast radius varies based on the terrain, foliage, and building clutter of the proposed service area, but an average base station covers between 30 and 60 square miles.



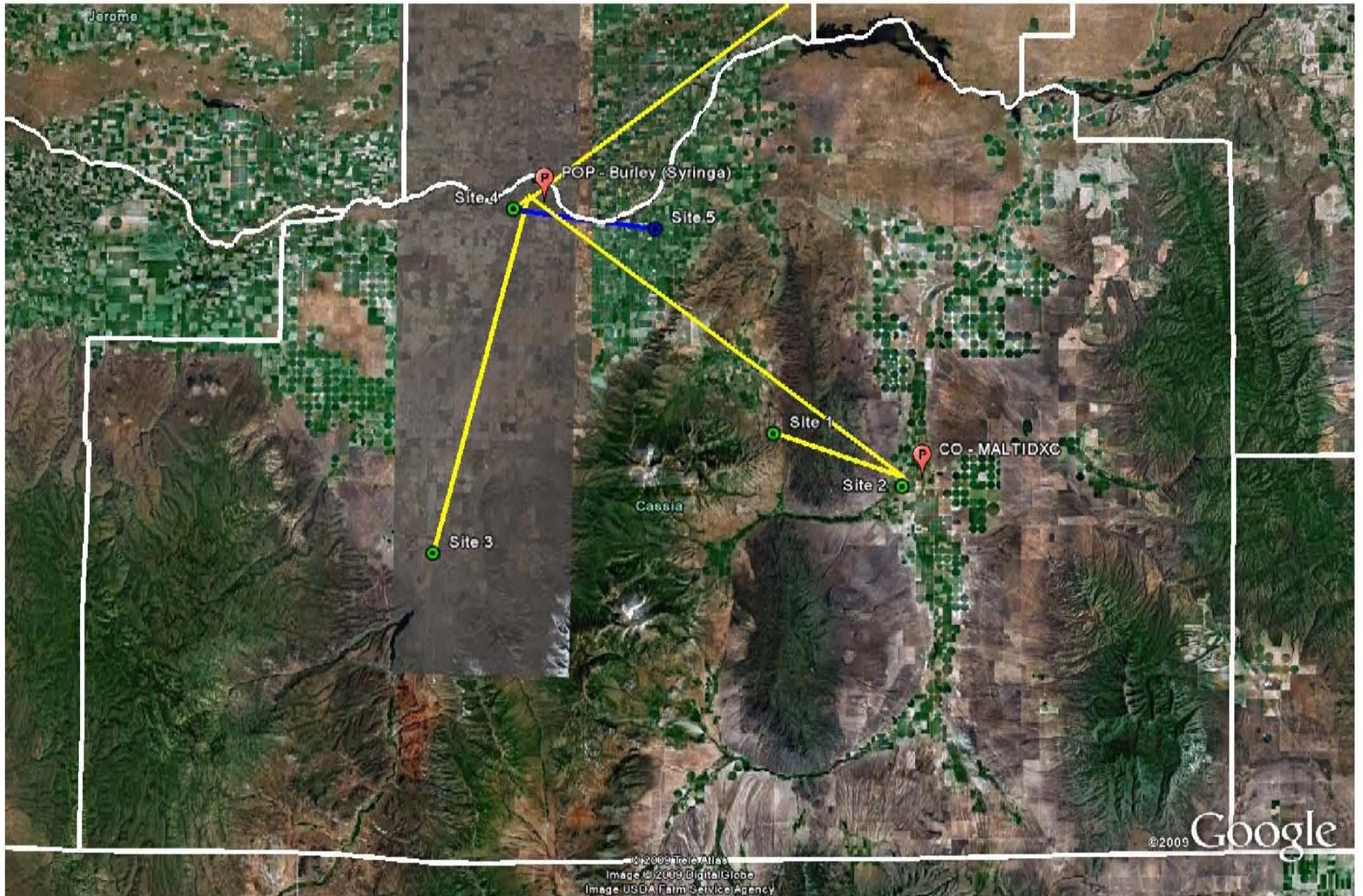
- 2.5 or 2.3 GHz WiMAX
- Over 10 Mbps backhaul
- 150' typical antenna height
- 4.5 mile typical cell site radius
- 30 to 60 sq. mile typical coverage area
- 12 hour battery backup deployed

Community 2



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Image © 2009 DigitalGlobe
Image USDA Farm Service Agency

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Image USDA Farm Service Agency

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Path Name	Site A	Site B	Distance (m)	Link Type
Fiber 1	Site 4	POP - Burley (Syringa	0.99	Fiber
Fiber 2	Site 3	POP - Burley (Syringa	20.82	Fiber
Fiber 3	Site 2	CO - MALTIDXC	0.41	Fiber
Fiber 4	Site 1	CO - MALTIDXC	7.87	Fiber
Fiber ASN	ASN Gateway	POP - Burley (Syringa	N/A	Fiber Provider Network



**Basestation
w/ Fiber Backhaul**



**Basestation
w/ MW Backhaul**

**Network
link along
Fiber
Provider's
Network**



**ASN Gateway
(Aggregation Point)**



10 GHz Microwave Link



**Fiber Provider
Central Office Location**



11 GHz Microwave Link

Cassia, ID								
Service Area	Last Mile Services Provider	Technology Platform	Service Tier	Advertised Residential Offering		Advertised Business Offering		Other Comments
				Downstream Speed (Mbps)	Price	Downstream Speed (Mbps)	Price	
Cassia, ID	Qwest	DSL	Entry Level Plan	1.5Mbps	39.99	1.5Mbps	\$65.00	Phone Line Required.
			Highest Speed Plan	7Mbps	46.99			
			Other Plans (e.g, Mid-Tier Plan)					
	CableOne	Cable	Entry Level Plan	3Mbps	43.00			
			Highest Speed Plan	8Mbps	63.00			
			Other Plans (e.g, Mid-Tier Plan)	5Mbps	53.00			
	Direct Communications	DSL	Entry Level Plan	1.5Mbps	59.95			
			Highest Speed Plan	6Mbps	79.95			
			Other Plans (e.g, Mid-Tier Plan)	3Mbps	69.95			
	MicroServ	Wireless	Entry Level Plan	1Mbps	39.95			
			Highest Speed Plan	3Mbps	99.95			
			Other Plans (e.g, Mid-Tier Plan)	2Mbps	59.95			

	BigDog	Wireless	Entry Level Plan	768Kbps	34.99	1.5Mbps	74.99	
			Highest Speed Plan	1.5Mbps	54.99			
			Other Plans (e.g, Mid-Tier Plan)					

ATTACHMENT E – PROJECT PLAN (KEY PHASES AND MILESTONES TO DEMONSTRATE DEGREE OF COMPLETION)

- Use the following table to list the major network build-out phases and milestones that can demonstrate that your entire project will be substantially complete by the end of Year 2 and fully complete by the end of Year 3. This is to be done at the aggregate level (combining all proposed funded service areas.)
- Indicate how the milestones listed below will demonstrate these completion objectives. The applicant should consider such project areas as: a) network design; b) securing all relevant licenses and agreements; c) site preparation; d) equipment procurement; e) inside plant deployment; f) outside plant deployment; g) equipment deployment; h) network testing; i) network complete and operational. The applicant may provide any other milestones that it believes showcase progress.
- Project inception (Year 0) starts at the date when the applicant receives notice that the project has been approved for funding.
- In the table, provide any information (e.g., facts, analysis) to: a) demonstrate the reasonableness of these milestones; b) substantiate the ability to reach the milestones by the quarters indicated.
- On a separate sheet, describe the key challenges, if any, to a timely completion of the project, including any applicable mitigation plans.

Time Period	Quarter	List All Relevant Milestones	Support for Reasonableness/Data Points
Year 0	-	<ul style="list-style-type: none"> • Network Design 	•
	Qtr. 1	<ul style="list-style-type: none"> • All leases on Existing Tower sites complete • All A&E Work & Engineering Designs for Existing and New Tower sites complete 	•
Year 1	Qtr. 2	<ul style="list-style-type: none"> • All Zoning for Existing Tower sites complete • All Equipment received & Pre-provisioned • All Microwave Licensing for Existing Tower sites complete • All Construction & Installation for Existing Tower sites complete • All Fiber Connections for Existing Tower sites complete • All Test & Turn-up on Existing Tower sites complete 	•
	Qtr. 3	•	•
	Qtr. 4	<ul style="list-style-type: none"> • All New Tower site Leasing, Permitting & Construction complete (New tower sites ready for installation) 	•

Year 2		<ul style="list-style-type: none"> All Microwave Licensing for New Tower sites complete 	
	Qtr. 1	<ul style="list-style-type: none"> All Construction & Installation for New Tower sites complete All Fiber connections for New Tower sites complete All Test & Turn-up for New Tower sites complete Network fully Complete and Operational 	•
	Qtr. 2	•	•
	Qtr. 3	•	•
Year 3	Qtr. 4	•	•
	Qtr. 1	•	•
	Qtr. 2	•	•
	Qtr. 3	•	•
	Qtr. 4	•	•

ATTACHMENT E (continued) – Build-out timeline

Complete the following schedule for each proposed funded service area (or, if a middle mile project, for each last mile service area) to indicate the planned build-out in terms of: 1) the requested infrastructure funds, and 2) the entities passed. Entities passed include households, businesses, and "strategic institutions" comprised of critical community facilities, community anchor institutions, and public safety entities. In addition, please complete a separate schedule that aggregates all projected broadband subscribers within the proposed funded service area (or if a middle mile project, for each last mile service area). For BIP only, please include this information for the non-funded service areas as well.

Service Area A	Cassia County - Idaho																				
	YEAR 0	YEAR 1				YEAR 2				YEAR 3				YEAR 4				YEAR 5			
		Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
Infrastructure Funds																					
Infrastructure Funds Advanced (estimate)	\$ 1,499,900	\$ -	\$ -	\$ -	\$ 420,929	\$ -	\$ -	\$ -	\$ 54,634	\$ -	\$ -	\$ -	\$ 56,763	\$ -	\$ -	\$ -	\$ 64,258	\$ -	\$ -	\$ -	
Percentage of Total Funds	71.54%	0.00%	0.00%	0.00%	20.08%	0.00%	0.00%	0.00%	2.61%	0.00%	0.00%	0.00%	2.71%	0.00%	0.00%	0.00%	3.07%	0.00%	0.00%	0.00%	
Entities Passed & %																					
Households	-	-	-	-	6,556	13,112	19,668	26,224	32,780	39,336	45,892	52,448	59,004	65,560	72,116	78,672	85,228	91,784	98,340	104,896	
Percentage of Total Households	0.0%	0.0%	0.0%	0.0%	6.3%	12.5%	18.8%	25.0%	31.3%	37.5%	43.8%	50.0%	56.3%	62.5%	68.8%	75.0%	81.3%	87.5%	93.8%	100.0%	
Businesses	-	-	-	-	362	524	787	1,049	1,311	1,573	1,836	2,098	2,360	2,622	2,885	3,147	3,409	3,671	3,934	4,196	
Percentage of Total Businesses	0.0%	0.0%	0.0%	0.0%	6.3%	12.5%	18.8%	25.0%	31.3%	37.5%	43.8%	50.0%	56.3%	62.5%	68.8%	75.0%	81.3%	87.5%	93.8%	100.0%	
Strategic Institutions (Comm. Anchor, Public Safety, etc)	-	-	-	-	32.78	65.56	98.34	131.12	163.90	196.68	229.46	262.24	295.02	327.80	360.58	393.36	426.14	458.92	491.70	524.48	
Percentage of Total Institutions	0.0%	0.0%	0.0%	0.0%	6.3%	12.5%	18.8%	25.0%	31.3%	37.5%	43.8%	50.0%	56.3%	62.5%	68.8%	75.0%	81.3%	87.5%	93.8%	100.0%	

Attachment L- BIP

BALANCE SHEET Cassia County - Idaho

	Historical		Year 1	Year 2	Year 3	Year 4	Year 5
Assets							
<i>Current Assets</i>							
Cash	\$ -	323,482	(519,534)	(985,168)	(1,177,126)	(1,178,178)	(1,006,055)
Marketable Securities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	\$ -	0	-	9,936	45,923	78,188	107,966
Notes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepayments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Current Assets	\$ -	323,482	(519,534)	(975,231)	(1,131,203)	(1,089,988)	(898,099)
<i>Non-Current Assets</i>							
Long Term Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortizable Assets (Net of Amortization)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plant In Service	\$ -	0	1,666,556	2,134,255	2,194,959	2,258,029	2,329,428
Less Accumulated Depreciation	\$ -	0	166,000	382,255	607,807	842,612	1,068,008
Net Plant	\$ -	-	1,500,556	1,752,000	1,587,152	1,415,417	1,241,420
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Current Assets	\$ -		1,500,556	1,752,000	1,587,152	1,415,417	1,241,420
Total Assets	0	323,482	981,022	776,769	455,949	315,429	343,321
Liabilities and Owners' Equity							
Liabilities							
<i>Current Liabilities</i>							
Accounts Payable	\$ -	\$ -	4,589	20,226	30,866	36,546	42,018
Notes Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Portion – Total RUS Debt	\$ -	\$ -	66,539	69,201	71,969	74,847	77,841
Current Portion – Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Current Liabilities	\$ -	-	71,128	89,426	102,835	111,394	119,859
<i>Long Term Liabilities</i>							
Existing RUS Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Proposed RUS Debt	\$ -	\$ -	542,316	664,872	617,792	568,804	520,236
Existing non-RUS Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Long Term Liabilities	\$ -	-	542,316	664,872	617,792	568,804	520,236
Total Liabilities	\$ -	-	613,444	754,298	720,627	680,198	640,095
Owner's Equity							
Capitol Stock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Paid-In Capital	\$ -	323,482	640,873	740,486	740,486	740,486	740,486
Patronage Capital Credits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retained Earnings	\$ -	-	(273,294)	(718,016)	(1,005,165)	(1,105,255)	(1,037,281)
Total Equity	\$ -	323,482	367,578	22,471	(264,678)	(364,769)	(296,774)
Total Liabilities and Owner's Equity	\$ -	323,482	981,022	776,769	455,949	315,429	343,321

Attachment L- BTOP

BALANCE SHEET Cassia County - Idaho

	Historical		Year 1	Year 2	Year 3	Year 4	Year 5
Assets							
<i>Current Assets</i>							
Cash	\$ -	\$ 323,482	\$ (519,534)	\$ (985,166)	\$ (1,177,126)	\$ (1,178,176)	\$ (1,006,055)
Marketable Securities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	\$ -	\$ -	\$ -	\$ 9,936	\$ 45,923	\$ 78,188	\$ 107,366
Notes Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepayments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Current Assets	\$ -	\$ 323,482	\$ (519,534)	\$ (975,231)	\$ (1,131,203)	\$ (1,099,988)	\$ (898,039)
<i>Non-Current Assets</i>							
Long Term Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortizable Assets (Net of Amortization)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plant In Service	\$ -	\$ -	\$ 1,666,556	\$ 2,134,255	\$ 2,194,959	\$ 2,258,029	\$ 2,329,428
Less Accumulated Depreciation	\$ -	\$ -	\$ 168,000	\$ 382,255	\$ 607,807	\$ 842,612	\$ 1,088,008
Net Plant	\$ -	\$ -	\$ 1,500,556	\$ 1,752,000	\$ 1,587,152	\$ 1,415,417	\$ 1,241,420
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Current Assets	\$ -	\$ -	\$ 1,500,556	\$ 1,752,000	\$ 1,587,152	\$ 1,415,417	\$ 1,241,420
Total Assets	\$ -	\$ 323,482	\$ 981,022	\$ 776,769	\$ 455,949	\$ 315,429	\$ 343,321
Liabilities and Owners' Equity							
Liabilities							
<i>Current Liabilities</i>							
Accounts Payable	\$ -	\$ -	\$ 4,589	\$ 20,226	\$ 30,866	\$ 36,546	\$ 42,018
Notes Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Portion – Total RUS Debt	\$ -	\$ -	\$ 66,539	\$ 69,201	\$ 71,969	\$ 74,847	\$ 77,841
Current Portion – Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Current Liabilities	\$ -	\$ -	\$ 71,128	\$ 89,426	\$ 102,835	\$ 111,394	\$ 119,859
<i>Long Term Liabilities</i>							
Existing RUS Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Proposed RUS Debt	\$ -	\$ -	\$ 542,316	\$ 664,872	\$ 617,792	\$ 568,804	\$ 520,236
Existing non-RUS Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Long Term Liabilities	\$ -	\$ -	\$ 542,316	\$ 664,872	\$ 617,792	\$ 568,804	\$ 520,236
Total Liabilities	\$ -	\$ -	\$ 613,444	\$ 754,298	\$ 720,627	\$ 680,198	\$ 640,095
Owner's Equity							
Capitol Stock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Paid-In Capital	\$ -	\$ 323,482	\$ 640,873	\$ 740,486	\$ 740,486	\$ 740,486	\$ 740,486
Patronage Capital Credits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retained Earnings	\$ -	\$ -	\$ (273,294)	\$ (718,016)	\$ (1,005,165)	\$ (1,105,255)	\$ (1,037,261)
Total Equity	\$ -	\$ 323,482	\$ 367,578	\$ 22,471	\$ (264,678)	\$ (364,769)	\$ (296,774)
Total Liabilities and Owner's Equity	\$ -	\$ 323,482	\$ 981,022	\$ 776,769	\$ 455,949	\$ 315,429	\$ 343,321

Attachment L- DBC Consolidated Balance Sheet - Projected

Balance Sheet								
	2009	2010	2011	2012	2013	2014	2015	
Current Assets								
Cash	\$ 87,772,713	\$ 48,631,296	\$ 17,182,584	\$ 11,068,608	\$ 24,950,897	\$ 70,852,680	\$ 152,727,310	
Accounts Receivable	647,657	1,794,273	3,788,399	7,049,188	10,609,736	14,551,658	18,972,982	
Prepaid and other assets	999,000	999,000	999,000	999,000	999,000	999,000	999,000	
Total Current Assets	\$ 89,419,371	\$ 51,424,569	\$ 21,969,983	\$ 19,116,796	\$ 36,559,633	\$ 86,403,338	\$ 172,699,292	
Property and Equipment, Net	\$ 22,287,199	\$ 39,073,586	\$ 49,645,380	\$ 59,833,005	\$ 76,021,010	\$ 89,939,205	\$ 101,286,916	
Spectrum Licenses	14,662,301	15,814,301	16,678,301	18,773,501	19,817,501	19,817,501	19,817,501	
Goodwill	983,280	983,280	983,280	983,280	983,280	983,280	983,280	
Other Assets	2,348,000	2,348,000	2,348,000	2,348,000	2,348,000	2,348,000	2,348,000	
Total Assets	\$ 129,700,150	\$ 109,643,736	\$ 91,624,944	\$ 101,054,582	\$ 135,729,424	\$ 199,491,324	\$ 297,134,989	
Liabilities								
AP and accrued expenses	\$ 3,055,620	\$ 5,052,625	\$ 6,449,083	\$ 7,464,697	\$ 9,699,687	\$ 11,063,266	\$ 11,138,798	
Deferred Revenue	259,000	259,000	259,000	259,000	259,000	259,000	259,000	
N/P-Current	2,015,000	-	-	-	-	-	-	
Total Current Liabilities	\$ 5,329,620	\$ 5,311,625	\$ 6,708,083	\$ 7,723,697	\$ 9,958,687	\$ 11,322,266	\$ 11,397,798	
Capital Leases	\$ 5,863,321	\$ 12,281,513	\$ 8,489,882	\$ 5,976,813	\$ 5,043,661	\$ 5,226,712	\$ 5,226,712	
N/P - Alvarion	3,799,354	3,799,354	2,799,354	1,799,354	799,354	-	-	
N/P - GMAC	248,000	164,000	80,000	-	-	-	-	
N/P - Comerica	5,794,000	3,742,000	1,690,000	-	-	-	-	
N/P - BIA/Spring	11,245,206	11,475,732	11,708,764	11,946,456	12,188,901	12,188,901	12,188,901	
Line of Credit	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	
Total Non-Current Liabilities	\$ 28,949,881	\$ 33,462,600	\$ 26,768,000	\$ 21,722,623	\$ 20,031,916	\$ 19,415,613	\$ 19,415,613	
Total Liabilities	\$ 34,279,501	\$ 38,774,225	\$ 33,476,082	\$ 29,446,320	\$ 29,990,603	\$ 30,737,879	\$ 30,813,412	
Equity:								
Preferred stock	\$ 145,915,762	\$ 145,915,762	\$ 145,915,762	\$ 145,915,762	\$ 145,915,762	\$ 145,915,762	\$ 145,915,762	
Common stock	8,772	8,802	8,802	8,802	8,802	8,802	8,500	
APIC	2,351,000	2,351,000	2,351,000	2,351,000	2,351,000	2,351,000	2,351,000	
Accumulated deficit	(52,854,915)	(77,406,052)	(90,126,702)	(76,666,967)	(42,536,409)	20,478,215	118,046,347	
Total Equity	\$ 95,420,649	\$ 70,869,512	\$ 58,148,862	\$ 71,608,597	\$ 105,739,155	\$ 168,753,779	\$ 266,321,609	
Total Liabilities and Equity	\$ 129,700,149	\$ 109,643,736	\$ 91,624,944	\$ 101,054,916	\$ 135,729,758	\$ 199,491,658	\$ 297,135,021	

Attachment K - BIP

INCOME STATEMENT Cassia County - Idaho

	Historical		Forecast Period				
	Year 1	Year 2	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues							
Local Network Services Revenues:							
Local Voice			-	3,578	21,461	46,319	77,506
Data			-	79,079	360,576	604,135	820,592
Video			\$ -	\$ -	\$ -	\$ -	\$ -
Network Access Service Revenues			\$ -	\$ -	\$ -	\$ -	\$ -
Universal Service Fund			\$ -	\$ -	\$ -	\$ -	\$ -
Toll Service/Long Distance Voice			\$ -	\$ -	\$ -	\$ -	\$ -
Installation Revenues			\$ -	\$ -	\$ -	\$ -	\$ -
Other Operating Revenues			\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues			-	-	-	-	-
Uncollectible Revenues			-	(2,066)	(9,551)	(16,261)	(22,452)
Total Revenues			-	80,591	372,486	634,192	875,646
Expenses							
Backhaul			8,400	18,250	50,852	77,148	86,803
Network Maintenance/Monitoring			13,163	32,610	42,023	49,280	55,245
Utilities			1,950	4,558	4,774	4,917	5,065
Leasing			17,550	41,020	42,966	44,255	45,583
Sales/Marketing			8,000	55,320	86,178	82,324	97,935
Customer Care			6,000	10,934	26,966	40,029	50,766
Billing			-	2,193	9,318	15,124	19,896
Corporate G&A			-	19,668	23,602	23,602	23,602
Other Operating Expense			-	58,155	83,714	101,878	119,319
Total			55,063	242,707	370,394	438,557	504,214
EBITDA			(55,063)	(162,116)	2,092	195,635	371,432
Depreciation			166,000	216,255	225,553	234,805	245,395
Amortization			0	0	0	0	0
Earnings Before Interest and Taxes			(221,063)	(378,371)	(23,461)	(39,170)	126,037
Interest Expense - New RUS Debt			27,332	35,225	32,564	29,796	26,917
Interest Expense - Existing RUS Debt							
Interest Expense - Other							
Income Before Taxes			(248,394)	(413,597)	(256,024)	(68,965)	99,120
Property Tax			24,900	31,125	31,125	31,125	31,125
Income Taxes			-	-	-	-	-
Net Income			(273,294)	(444,722)	(287,143)	(100,090)	67,995

Attachment K - BTOP

INCOME STATEMENT Cassia County - Idaho

	Historical		Forecast Period				
	Year 1	Year 2	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues							
Local Network Services Revenues:							
Local Voice			-	3,578	21,461	46,319	77,506
Data			-	79,079	360,576	604,135	820,592
Video			\$ -	\$ -	\$ -	\$ -	\$ -
Network Access Service Revenues			\$ -	\$ -	\$ -	\$ -	\$ -
Universal Service Fund			\$ -	\$ -	\$ -	\$ -	\$ -
Toll Service/Long Distance Voice			\$ -	\$ -	\$ -	\$ -	\$ -
Installation Revenues			\$ -	\$ -	\$ -	\$ -	\$ -
Other Operating Revenues			\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues			-	-	-	-	-
Uncollectible Revenues			-	(2,066)	(9,551)	(16,261)	(22,452)
Total Revenues			-	80,591	372,486	634,192	875,646
Expenses							
Backhaul			8,400	18,250	50,852	77,148	86,803
Network Maintenance/Monitoring			13,163	32,610	42,023	49,280	55,245
Utilities			1,950	4,558	4,774	4,917	5,065
Leasing			17,550	41,020	42,966	44,255	45,583
Sales/Marketing			8,000	55,320	86,178	82,324	97,935
Customer Care			6,000	10,934	26,966	40,029	50,766
Billing			-	2,193	9,318	15,124	19,896
Corporate G&A			-	19,668	23,602	23,602	23,602
Other Operating Expense			-	58,155	83,714	101,878	119,319
Total			55,063	242,707	370,394	438,557	504,214
EBITDA			(55,063)	(162,116)	2,092	195,635	371,432
Depreciation			166,000	216,255	225,553	234,805	245,395
Amortization			-	-	-	-	-
Earnings Before Interest and Taxes			(221,063)	(378,371)	(233,461)	(39,170)	126,037
Interest Expense - New RUS Debt			27,332	35,225	32,564	29,796	26,917
Interest Expense - Existing RUS Debt			-	-	-	-	-
Interest Expense - Other			-	-	-	-	-
Income Before Taxes			(248,394)	(413,597)	(256,024)	(68,965)	99,120
Property Tax			24,900	31,125	31,125	31,125	31,125
Income Taxes			-	-	-	-	-
Net Income			(273,294)	(444,722)	(287,143)	(100,090)	67,895

Attachment K - DBC Consolidated Income Statement-Projected

	2009	2010	2011	2012	2013	2014	2015
Income Statement							
Service Revenue	\$ 6,052,671	\$ 14,827,309	\$ 40,431,335	\$ 75,300,331	\$ 112,239,377	\$ 152,694,189	\$ 199,102,036
Wholesale-DEC Funded	\$ 95,432	\$ 712,070	\$ 2,187,049	\$ 4,786,639	\$ 9,018,544	\$ 13,987,841	\$ 19,091,794
Wholesale-Member Funded	419,947	1,191,648	2,616,420	4,439,606	6,041,065	7,932,965	9,480,701
Legacy Revenue	2,175,000	800,809	226,172	63,878	18,041	5,095	1,439
Total Revenue	\$ 8,743,050	\$ 17,531,837	\$ 45,460,976	\$ 84,590,454	\$ 127,317,027	\$ 174,620,090	\$ 227,675,970
Cost of Revenue							
Backhaul	\$ 1,151,060	\$ 2,332,887	\$ 5,349,675	\$ 9,429,216	\$ 12,900,447	\$ 17,540,126	\$ 24,509,504
CPE/VoIP Sales	28,500	94,500	151,650	159,125	163,175	167,375	199,175
VoIP COGS	105,566	433,720	1,977,571	4,259,656	6,714,301	9,099,036	11,853,960
Tower Leases	1,231,392	2,392,778	3,086,793	3,658,975	4,995,287	5,923,943	6,316,424
Other COGS	259,988	299,964	340,721	340,788	909,510	1,493,422	1,700,895
Total Cost of Revenue	\$ 2,776,506	\$ 5,553,849	\$ 10,906,410	\$ 17,847,759	\$ 25,682,720	\$ 34,223,902	\$ 44,579,958
Gross Margin	\$ 5,966,545	\$ 11,977,987	\$ 34,554,566	\$ 66,742,695	\$ 101,634,307	\$ 140,396,188	\$ 183,096,013
	68.2%	68.3%	76.0%	78.9%	79.8%	80.4%	80.4%
G&A							
G&A - Field	2,309,141	5,068,421	5,529,582	5,897,254	8,374,213	9,927,072	9,944,191
Customer Support	1,309,120	2,146,821	3,899,536	6,043,262	8,266,243	10,512,235	12,983,590
Spectrum Leases	951,520	1,204,194	1,413,458	1,888,320	2,166,920	2,231,927	2,298,885
Billing/Bad Debt	452,272	669,059	1,737,263	3,185,962	4,742,449	6,471,975	8,432,678
Other G&A	7,979	296,659	896,568	1,700,843	2,341,426	3,173,186	3,792,281
Total G&A	\$ 5,030,032	\$ 9,385,154	\$ 13,476,408	\$ 18,715,641	\$ 25,891,251	\$ 32,316,396	\$ 37,451,625
Sales & Marketing	4,869,618	10,074,472	18,071,430	18,558,427	22,867,263	27,101,147	29,914,000
Market EBITDA	\$ (3,933,105)	\$ (7,481,639)	\$ 3,006,728	\$ 29,468,627	\$ 52,875,793	\$ 80,978,645	\$ 115,730,388
Corporate G&A	9,720,058	9,240,612	9,544,429	10,648,037	12,631,148	14,261,887	15,191,265
EBITDA	\$ (13,653,163)	\$ (16,722,251)	\$ (6,537,700)	\$ 18,820,590	\$ 40,244,645	\$ 66,716,758	\$ 100,539,123
				22.2%	31.6%	38.2%	44.2%
Interest	(3,279,983)	(2,551,099)	(3,540,001)	(2,814,171)	(2,067,402)	(222,967)	(134,505)
Depreciation and Amortization	(5,023,370)	(5,277,627)	(2,642,949)	(2,546,906)	(4,047,001)	(3,479,549)	(2,836,928)
Net Income	\$ (21,956,515)	\$ (24,550,977)	\$ (12,720,649)	\$ 13,459,734	\$ 34,130,558	\$ 63,014,624	\$ 97,568,132

Attachment I

**SUBSCRIBER PROJECTION TABLE AND
RATE PLANS VOICE SERVICES**

Complete the chart below for each proposed service area. For all other service areas, please prepare a chart that aggregates this information.

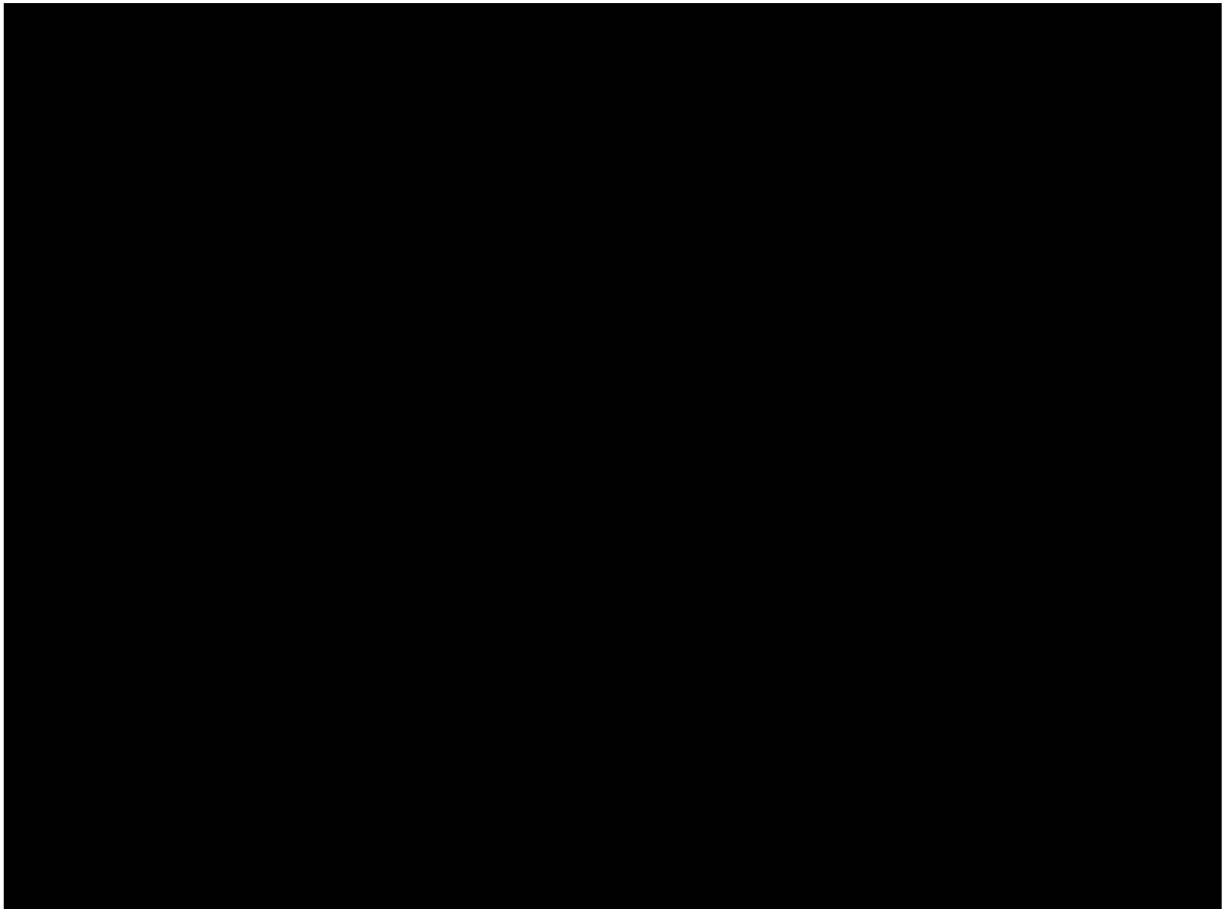
SERVICE AREA NAME: _____ Cassia County - Idaho

Note: Complete a separate table for each service area.

Census Community	Year 1		Year 2		Year 3		Year 4		Year 5	
	Res	Bus	Res	Bus	Res	Bus	Res	Bus	Res	Bus
Cassia County - Idaho	-	-	33	1	108	3	202	5	336	6
TOTAL	-	-	33	1	108	3	202	5	336	6



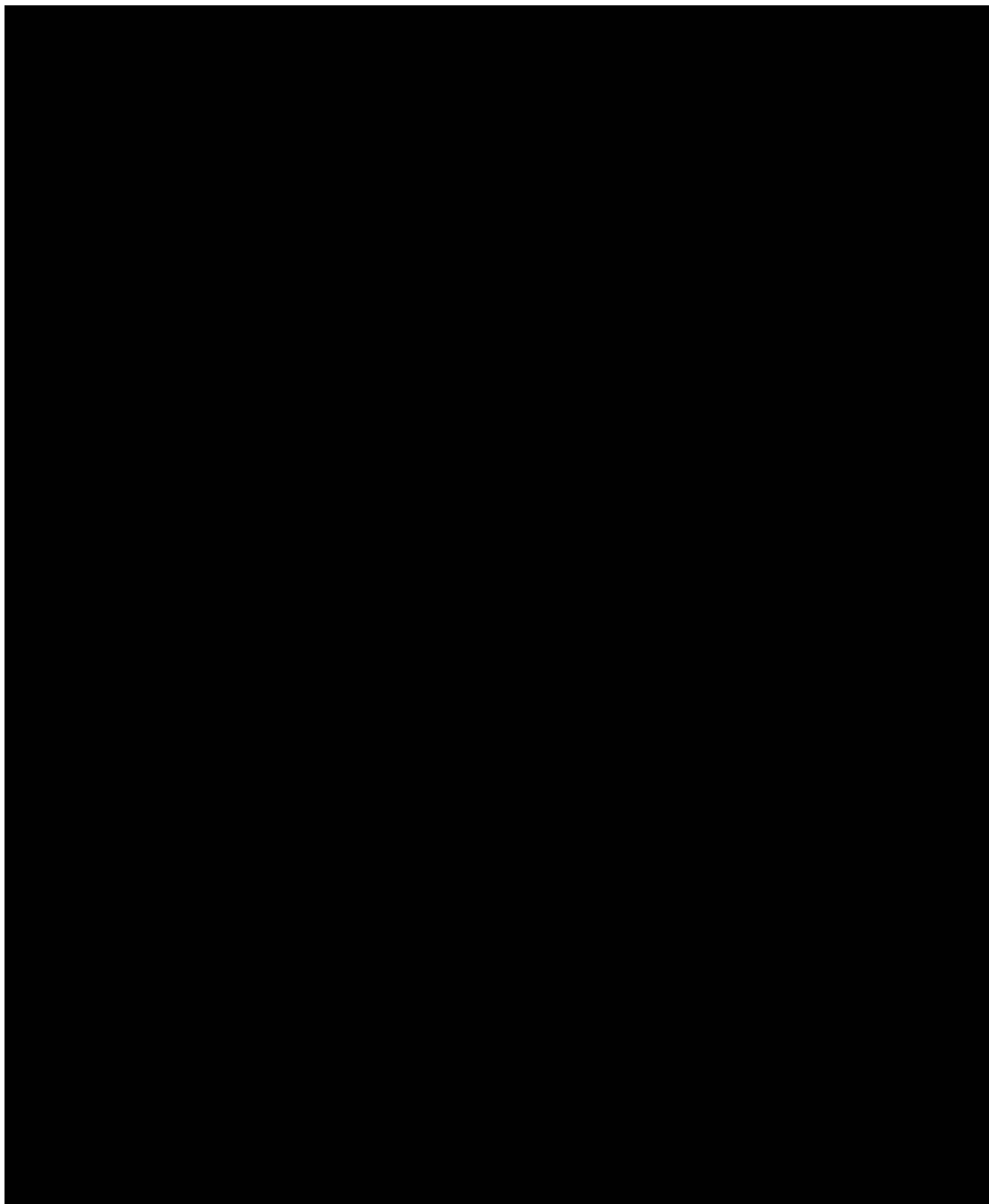
INDEPENDENT AUDITOR'S REPORT



DIGITALBRIDGE COMMUNICATIONS CORPORATION AND SUBSIDIARIES

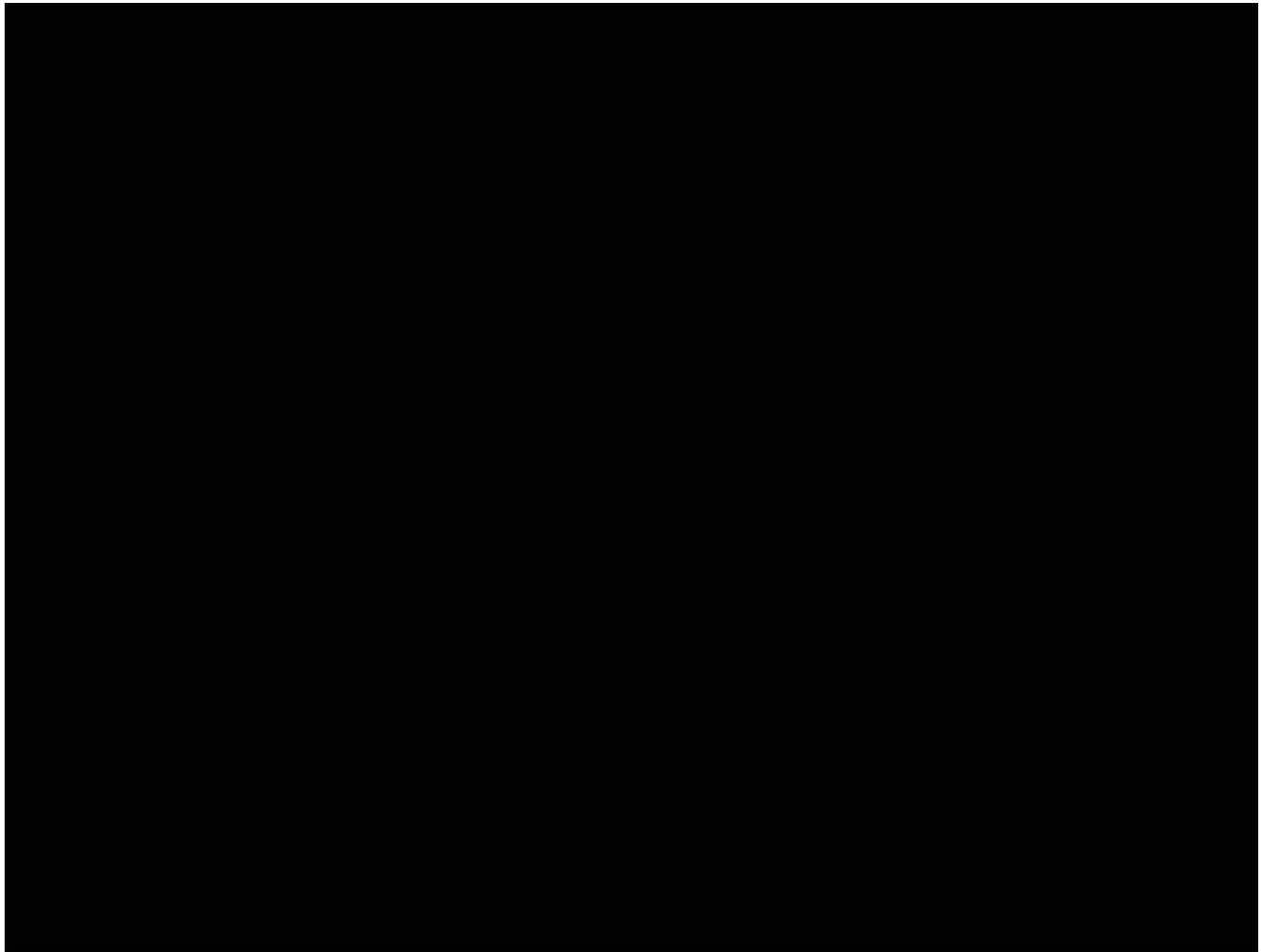
CONSOLIDATED BALANCE SHEETS

DECEMBER 31, 2008 AND 2007



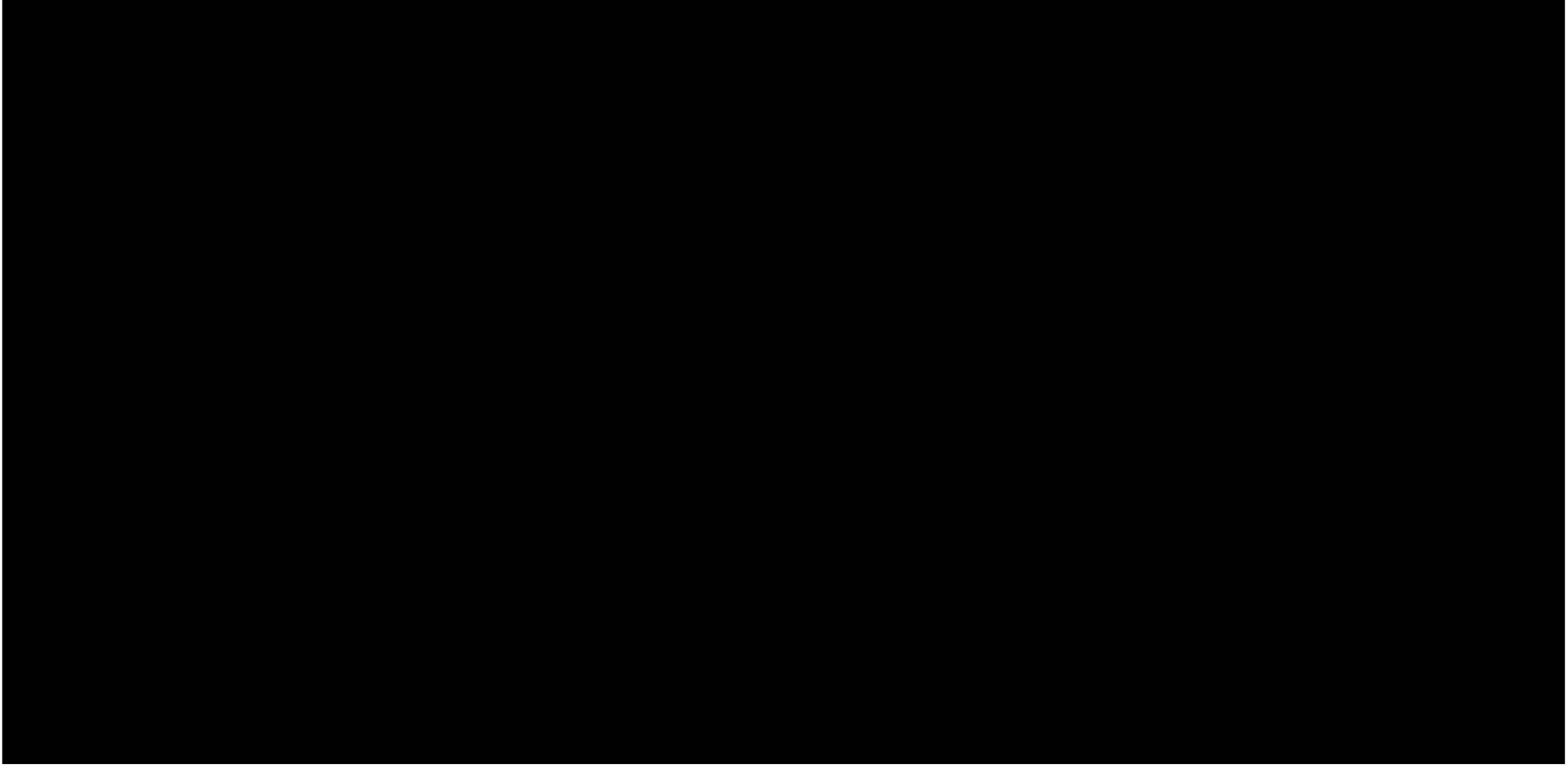
The accompanying notes are an integral part of these consolidated financial statements.

DIGITALBRIDGE COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2007



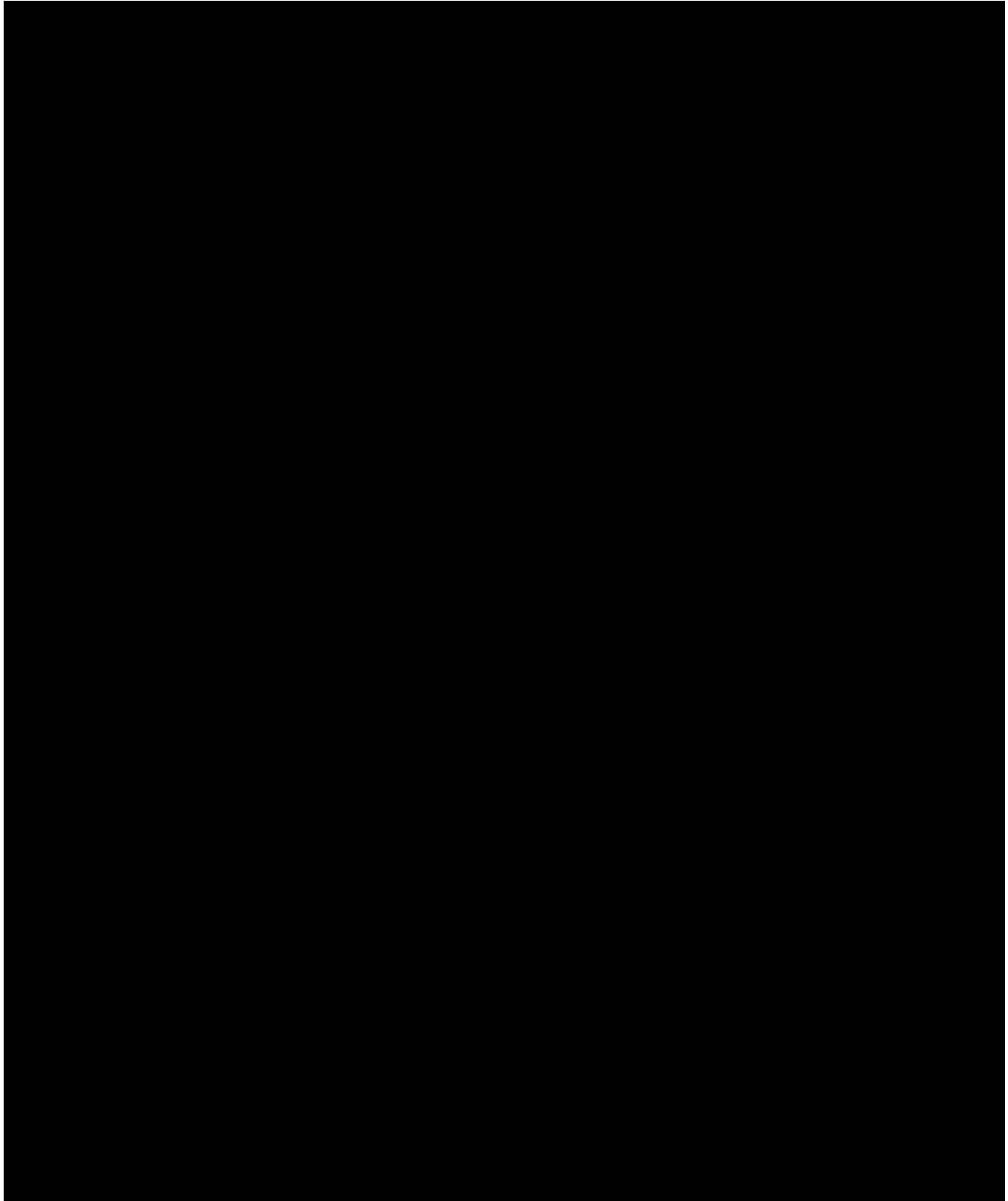
The accompanying notes are an integral part of these consolidated financial statements.

DIGITALBRIDGE COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2007



The accompanying notes are an integral part of these consolidated financial statements.

DIGITALBRIDGE COMMUNICATIONS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2008 AND 2007



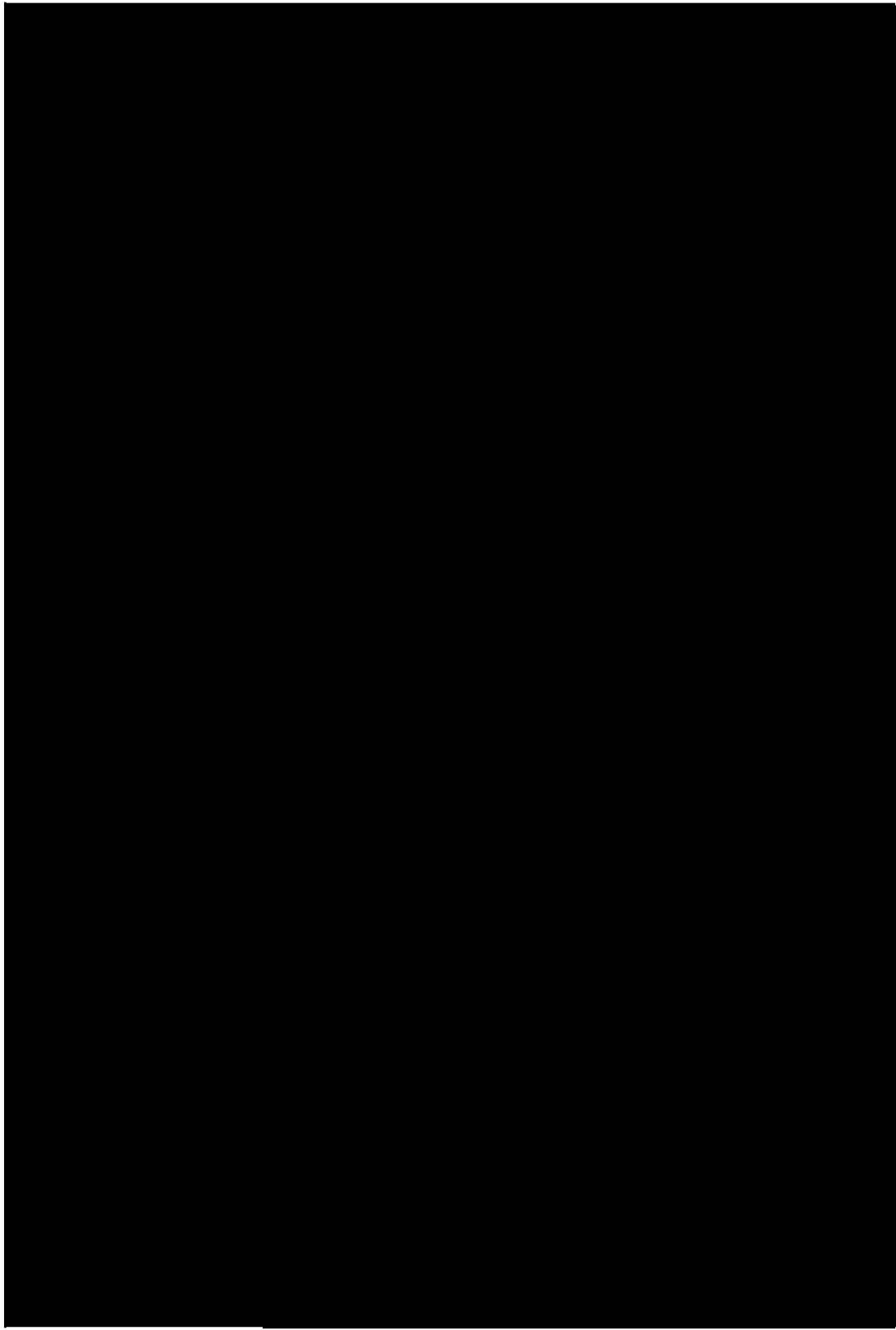
The accompanying notes are an integral part of these consolidated financial statements.

Attachment G

DETAIL OF PROJECT COSTS

Cassia County - Idaho

PLEASE COMPLETE THE TABLE BELOW FOR THE DIFFERENT CATEGORIES OF EQUIPMENT THAT WILL BE REQUIRED FOR COMPLETING THE PROJECT. EACH CATEGORY SHOULD BE BROKEN DOWN TO THE APPROPRIATE LEVEL FOR IDENTIFYING UNIT COST



August 11, 2009

315.624.7360
Fax: 315.624.7359

Administrator
Rural Utilities Service
U. S Department of Agriculture
Washington, D. C. 20250-1500

Assistant Secretary
National Telecommunications and Information Administration
U.S. Department of Commerce
Washington, D.C. 20230

Dear Sir/Madam:

We are special counsel for DigitalBridge Communications Corp. (the "Applicant"). In such capacity, we acted as counsel to the Applicant in connection with its ability to apply to the Broadband Initiatives Program and/or the Broadband Technology Opportunities Program. In this connection, we will review the loan/grant agreement (the "Agreement"), once available, as referenced in the Notice of Funds Availability.

We are of the opinion that:

(a) the Applicant is a duly organized and existing corporation under the laws of the State of Delaware, and, is duly licensed and qualified and in good standing as a foreign corporation in the States of Idaho, Indiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Pennsylvania, Tennessee and Virginia.

(b) the Applicant has corporate power: (1) to execute and deliver the Agreement; and (2) to perform all acts required to be done by it under the Agreement.

(c) no legal proceedings have been instituted or are pending against the Applicant, the outcome of which would adversely affect the Applicant's ability to perform the duties under the Agreement, or adversely affect the assets purchased with funds received pursuant to the Agreement or any other assets of the Applicant that are made available to be pledged under the Agreement, and there are no judgments against the Applicant and no liens against any of the personal property of the Applicant, which would adversely affect assets purchased with funds received pursuant to the Agreement or any other assets of the Applicant that are made available to be pledged under the Agreement.

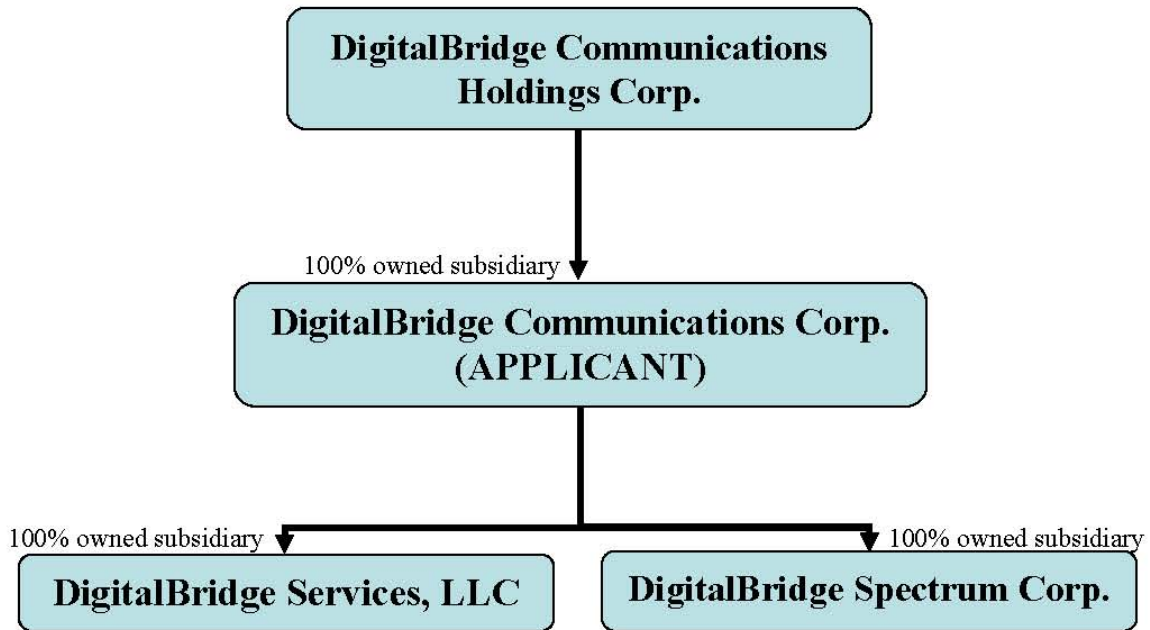
(d) The applicant has the power to own its property and carry out its business as now conducted.

Very truly yours,

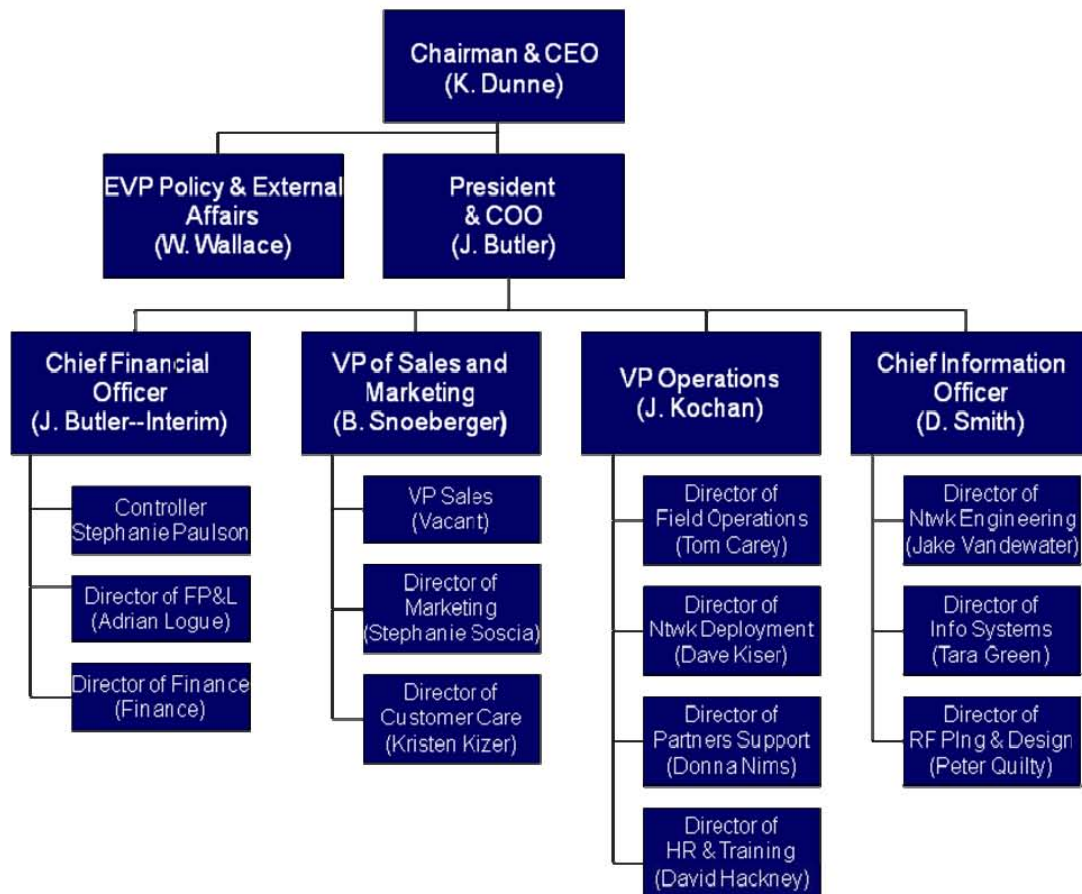
THE MATT LAW FIRM, PLLC



DigitalBridge Corporate Structure



DigitalBridge Organizational Structure



MANAGEMENT TEAM SUMMARY OF TRACK RECORD AND RESUMES

As highlighted in the attached resumes, DBC's management team has significant experience delivering projects of the size, scope, and complexity contemplated in the proposed project. Specifically, the team has demonstrated experience both within DBC and related past experience to meet the design, build out, operating, and funding requirements of the proposed project. Relevant experience scaling DBC and other businesses on the part of the senior management team are outlined below:

- **Kelley Dunne—Chairman and CEO:** Kelley has 21 years of experience. He was a founder of DBC and built the company over the past four years. He was formerly EVP Operations for Verizon Avenue where he helped deploy 450 DSLAMs over 18 months. This operationally-complex task enabled Verizon Avenue to serve many of the 1 million apartment units it passed. He was also responsible for initiating and leading Verizon's rural broadband trials nationwide.
- **William Wallace—EVP Policy and External Affairs:** William brings 28 years of experience in telecommunications. He has worked with Kelley Dunne for over twelve years, first in helping to found OnePoint Communications, a CLEC that was later purchased by Verizon, then as CEO of Verizon Avenue, and finally as co-founder of DigitalBridge. He led Verizon Avenue to become the market leader in the concentrated community market with in excess of one million apartment/co-op/condo units under contract.
- **John Butler—President and COO:** John brings over 20 years of experience within the media and telecom industries. He joined DigitalBridge from Clearwire where he was EVP and CFO for approximately four years. During that period, Clearwire grew from fewer than 10,000 wireless broadband customers in four domestic markets to almost half a million customers in 46 domestic markets and 4 international markets. John was instrumental in raising several billion dollars of equity and debt financings and assisted in strategic transactions in addition to his day to day responsibilities.
- **Joe Kochan—VP Operations:** Joe brings 7 years of experience within the telecommunications industry. As a co-founder of DigitalBridge, Joe was responsible for deploying all of DBC's WiMAX equipment on 75 sectors across 600,000 people over the past four years. Prior to that he worked with Kelley Dunne and William Wallace at Verizon where he helped manage the first FiOS triple-play deployment in the country.
- **Doug Smith—CIO:** Doug brings over 20 years of experience to DigitalBridge. At DBC he was responsible for building the entire back office and network from the ground up over the past four years. Prior to DBC, he was Vice President of Business Systems Development at AOL where he was responsible for AOL's back-office and online advertising systems. In this capacity, he helped manage over 4 billion transactions daily.
- **Bill Snoeberger—VP Sales:** Bill brings over 20 years of sales and sales management experience. He has led DBC's sales growth over the past two years. Prior to DBC, Bill was Regional VP of Sales at Clearwire where he was responsible for launching the sales and marketing efforts for its first 15 markets.

P. Kelley Dunne

2005 - Present: Co-Founder, Chairman and CEO, DigitalBridge Communications Corp, Ashburn, Virginia

- Created initial DigitalBridge strategic vision, market plan and led the company from concept, planning, funding and execution to becoming the 2nd largest wireless WiMAX operator in the US within a 4 year period
- Completed four rounds of fundraising (debt and equity) for a total of \$54M in funding
- Developed DigitalBridge into an industry leader and ground breaking company for deploying 4G wireless networks. Deployed the first mobile 802.16e network in the country and the first VoIP over WiMAX in the industry
- Led the company through growth of 25K subscribers, 90 employees, operations in six states and WiMAX revenue growth of XX% year over year
- Select and led the senior management team including the President and Chief Operating Officer, the Chief Information Officer/Chief Technical Officer, the Chief Financial Officer, the Vice President for Marketing and Sales. Assumes overall responsibility for all functions of DBC and the success and failure of the enterprise

2000-2005: Executive Vice President Operations, Verizon, Avenue, Herndon, Virginia

- Led all aspects of Operations, Provisioning, Deployment, Customer Care, Technical Support and Field Operations. Led various organizations as large as 450 people
- Initiated and launched Verizon's Rural Broadband Initiative that led to the first large ILEC deployment of wireless broadband for underserved communities. Successfully led the deployment of the largest wireless broadband deployment in industry, deploying broadband to 2300 homes in Ft. Ord, California in less than 45 days
- Led the planning, deployment and ongoing support for some of the first FiOS deployments in the country
- Worked closely with the Verizon Regulatory and Policy group in helping define strategies and technologies that would provide more broadband options to underserved rural and urban locations within the Verizon footprint. Often spoke on behalf of Verizon at various national industry conferences and forums

1998-2000: Vice President, Customer Care & Operations, OnePoint Communications, Atlanta, Georgia & Herndon, VA

- Part of the senior management team that helped build OPC into the industry leading CLEC for serving apartment communities across the country, eventually purchased by Verizon for \$350M in 2000
- Led the building and operational deployment of the provisioning, customer care and network operations center that supported OnePoint's \$70M in annual revenue
- Served as interim HR Vice President to help fully integrate OPC with Verizon after the acquisition

1991-1998: AT&T and Bell Laboratories (Cincinnati, OH – Holmdel, NJ – Denver, CO)

- Hired into AT&T's executive development program and slotted in the fast track program that included tours in operations, network planning and research. Provided opportunities to interface with most senior levels of AT&T as part of executive development program
- At Bell Labs, led the AT&T operational system security team that was responsible for all network and security architecture reviews for any new OSS (operational support system) being deployed into the public switched network
- Part of the initial team that rolled out AT&T's Wholesale network strategy that enabled AT&T to offer long distance services to the RBOCs and other new telecom entrants as provided by the 1996 Telecom act. Business unit eventually became one of the largest and most profitable business units for AT&T prior to their acquisition by SBC
- Awarded numerous leadership awards by AT&T and Bell Labs

1986-1990: US Army Officer, Signal Corps – Ft. Gordon, GA

- Led the test and development group that deployed the first military digital PCS "cellular" network capable of delivering voice and data over a single network. MSE (Mobile Subscriber Equipment) was eventually deployed to Army units all across the world and extensively used in the Gulf War for communications across the various branches of the service
- Platoon Leader responsible for over 30 non-commissioned officers and enlisted soldiers. Responsible for \$20M of equipment and vehicles that were deployed across the world to support the 67th Signal Battalion's combat mission
- Staff S-3 officer responsible for the radio network design, planning and execution of field deployments that support NATO joint training exercises and networks that supported up to 20-40K subscribers
- Recipient of the Kilbourne Leadership Award and the 1987 Signal Corp OBC "Iron Man" Award

Education

- MS, Communications and Information Sciences- Ball State University, 1990 (with honors)
- BS, Communications Systems Management, 1987 (with honors)

William Wallace

2005-2009: Co-Founder and Chairman; EVP Policy & External Affairs, DigitalBridge Communications Corp.

- Helped establish DigitalBridge Communications Corp. as one of three founders in 2005
- Led fundraising efforts that resulted in nearly \$30 million of early-round financing and nearly \$79 million in total financing
- Guided DBC strategy and business development, establishing target financial metrics, strategic partnerships, and early stage business models
- Maintained necessary spectrum relationships and secured needed spectrum, completing transactions that led to the acquisition of spectrum covering over 2 million people nationwide
- Established and maintained banking and leasing relationships with leading institutions, resulting in nearly \$50 million in debt financing
- Led federal advocacy and stimulus efforts
- Established and cultivated industry relationships

1996-2005: Chief Executive Officer, OnePoint Communications/Verizon Avenue, Herndon, Virginia

- Led team to achieve industry leadership position with 1 million apartment units under contract.
- Built sales engine that later become FiOS core competence.
- Assisted in the design and deployment of wireless broadband networks into hard-to-reach communities

1980-1996: VP, SVP, then COO of Gemini Consulting

- Established telecommunications practice and grew it \$0 to \$100 million
- Led telecom engagements for clients globally
- Managed merger of two consulting firms into Gemini

Education and Activities

- Harvard University, 1977, AB
- Harvard Business School, 1980, MBA

John Butler

2009-Present: Chief Financial Officer, President & Chief Operating Officer, DigitalBridge Communications Corp, Ashburn, Virginia

- As CFO, led development of 5-year financial model and per town models to drive profitability per town
- Completed \$12 million fundraising round in April 2009
- Developed strong industry partnerships nationwide
- As President and COO, ensured development of systems and processes to support DBC operations, and ensured effective allocation of resources

2005-2009: Executive Vice President & Chief Financial Officer, Clearwire Corporation, Kirkland, Washington

- Supported the company's growth from 9,000 subscribers in 2005 to over 470,000 subscribers in the fourth quarter of 2008 and assisted in the raising of over \$6 billion in financing
- Developed and managed accounting, finance, treasury, tax, risk management, investor relations and purchasing activities in domestic and international operations
- Built monthly operating review process and detailed financial reporting processes by market to guide 25 markets from inception to EBITDA and free cash flow positive

2000-2005: Executive Vice President & Chief Financial Officer, Valor Telecom, Dallas, Texas.

- Completed due diligence and closed financing of \$1.8B acquisition of Verizon's rural properties in Texas, Oklahoma and New Mexico
- Built and directed accounting, finance, treasury, tax, business development, strategic acquisitions, IT and billing, purchasing, and risk management
- Built monthly operating review process, capital spending investment models and guidelines, and detailed financial reporting process at exchange level
- Assisted in rapidly driving consolidated business to industry-leading EBITDA margins and free cash flow while completing rebuild of inside and outside plant

1998-2000: Executive Vice President & Chief Financial Officer, Commonwealth Telephone Enterprises, Dallas, Pennsylvania

- Built finance, treasury, budgeting, tax, business development and SEC financial reporting functions
- Helped drive to industry-leading gross margins, EBITDA margins and free cash flow margins for RLEC and CLEC entities

Education

- Licensed CPA
- MBA, Finance Marketing- University of Texas at Austin, 1989
- BBA, Accounting- University of Notre Dame, 1984

Joseph S. Kochan

2005-Present: Co-Founder and Vice President – Operations, DigitalBridge Communications Corp.

- Helped establish DigitalBridge Communications Corp. as one of three founders in 2005
- Created business model that resulted in nearly \$30M of early-round financing
- Successfully negotiated acquisition of and integrated two operating businesses with a combined \$8M in revenue and 40 employees
- Designed and built 8,000-square foot showcase headquarters and Network Operations Center within 8 months at below-budget costs
- Designed business processes and systems required to grow company from planning stage to 20,000+ customers
- Negotiated multiple multi-million dollar contracts and financing agreements with equipment manufacturers, equipment leasing vendors, and construction integration firms
- Responsible for the deployment of 15 WiMAX networks, including logistics, equipment, construction, testing and network maintenance in communities covering approximately 600,000 people
- Negotiated and managed wholesale relationship with the National Rural Telephone Cooperative (NRTC) to deploy WiMAX networks for their 1,400+ members nationwide

2002 – 2005: Strategic Planning Specialist and Assistant to the CEO, Verizon Avenue, Herndon, Virginia

- Managed deployment of the first triple-play Verizon FiOS network (voice, video, and data) at Fort Belvoir, Virginia
- Led special projects with executive-level attention, including the development of a \$800 million potential revenue channel of underserved communities, including military bases, rural communities, affordable housing communities, and Native American reservations
- Pioneered the design and deployment of wireless broadband networks into these communities, the first of their kind for Verizon
- Prepared analyses directed at external CEO-level audiences and internally at the Board of Directors and Senior Executive levels (i.e., for the Vice Chairman, President, and Senior Vice Presidents) of Verizon

Education and Activities

- Princeton University, class of 2002
 - Bachelor of Science in Engineering (BSE) in Chemical Engineering
 - Student body president and recipient of the Class of 1901 Medal
- Currently on the Board of Directors, Miriam's Kitchen, Washington DC
 - Homeless services organization providing meals and services to DC's homeless population
- Class officer, regional officer, and volunteer for Princeton University

Doug Smith

2006-Present: Chief Information Officer & Chief Technical Officer, DigitalBridge Communications Corp, Ashburn, Virginia

Responsible for the successful execution of DBC's business mission through development and deployment of DBC's technology. Evaluates and identifies appropriate technology platforms for delivering DBC's products and services. Leads strategic planning to achieve business goals by identifying and prioritizing development initiatives. Sets timetables for the evaluation, development and deployment of DBC's technology. Selects and manages DBC staff and outsourced vendors who develop and deploy DBC's technology. Directs and manages computing information technology, strategic plans, policies, programs and schedules for business and finance data processing, computer services, network communications and management information services to accomplish corporate goals and objectives. Prepares enterprise objectives and budgets to facilitate the orderly and efficient capture, storage processing and dissemination of information.

- Evaluated, selected, negotiated and implemented all systems required to maintain and grow DBC's business
- Implemented systems, processes and staffing to operate DBC's Network Operations Center 24x7x365
- Developed strong industry and technical relationships and partnerships nationwide
- Led the development and implementation of DBC's proprietary network management and service optimization systems
- Led the technical implementation of all of DBC's products including its core data service, VoIP and mobile services
- Ensured the selection of standard network and service technologies allowing DBC to ensure interoperability of WiMAX devices and services
- Responsible for establishing DBC as one of the first service providers in the United States to participate in a formal roaming trial with Intel and the WiMAX Forum

2000-2006: Vice President, Business Systems Development, AOL, Ashburn, Virginia

- Responsible for the development and maintenance of AOL's back-office and online advertising systems. These systems were responsible for producing 1 million bills per day as well as delivering, logging and reporting over 4 billion online ad impressions per day
- Built and implemented software development outsourcing capabilities to enable lower-cost development and maintenance of key systems.
- Responsible for an annual budget of \$24MM
- Implemented software development project management practices greatly improving successful delivery of projects both on-time and within budget
- Reduced overall engineering spend and budget by 35%
- Led the design and development of the company's and industry's first dedicated online advertising media planning systems.
- Held the technology seat on the board of the AdMonsters online advertising industry organization

1998-2000: Von Holtzbrink Publishing Services, Sr. Director, Network and Database Administration, Gordonsville, Virginia.

- Responsible for all back-office infrastructure and data warehousing for VHPS US operations including.
- Led the design and development of VHPS data warehousing capabilities tracking historical publishing and shipping data of up to 250,000 titles per day.
- Selected, designed and implemented the company's first fully automated IVR system.
- Implemented the company's EDI system allowing automated transactions between VHPS and its business partners and customers.
- Directed a staff of 15 local and remote employees.

Education

- Coursework toward an AS, Management Information Systems, Piedmont Virginia Community College, 1988

Bill Snoeberger

2008-Present: Vice President of Sales, DigitalBridge Communications Corp, Ashburn, Virginia

Leads and oversees all aspects of DBC's sales operations and develops DBC's sales strategy. Responsible for building sales organization at DBC. Supervises all sales staff to meet strategic business objectives. Responsible for the effective allocation of sales resources throughout DBC's markets. Manages and selects sales team including managers. Designs and implements sales commission plan, as well as processes and procedures to meet sales objectives and to collect information on sales performance.

2004-2008: Regional Vice President, Clearwire

- Original Vice President of Small Markets at Clearwire, managed launch of 18 of the first 26 US markets
- Built an indirect channel via that was 75% of all distribution
- Hired, developed and trained all channels of distribution
- Introduction of 3 digits, 2-2-2 and 6-6-12 to Clearwire
- Worked with national retailers such as Circuit City & Best Buy
- Developed and implemented indirect channel recruiters/trainers
- Responsible for sales contests development and launch

2001-2004: Director of Sales, Pegasus Satellite

- Managed the distribution channels at Pegasus throughout the United States
- Was responsible for all rural US Markets
- Managed a team of 12 regional managers with 60 people in the organization
- Managed to exceed budget 36 of 37 months
- Recruited over 200 rural market dealers

1999-2001: Vice President of Sales, Point.com

- Responsible for finding and developing relationships with the wireless carriers throughout North America
- Recruited 35 national carrier contracts for posting on Point.Com
- Managed a team of 6 sales directors
- Took revenue from less than \$100K to over \$5.5M

1995-1999: Director of Sales and Marketing, Aerial Communications, Pittsburgh, Pennsylvania

- 1st Aerial employee hired in Columbus Ohio
- Launched Aerial with 6 retail stores, 27 dealers and 12 direct reps
- Achieved over 160% of budget/quota each year, best year was 1996 at 217%
- Promoted to regional director, with a territory that included Pittsburgh
- Took Pittsburgh from underachieving to overachieving in 4 months

1989-1994: Area Manager, Ameritech Cellular, Cincinnati Ohio

- Launched 6 retail stores in Dayton and Cincinnati
- Launched cellular automotive program with GM, Ford and Chrysler
- Dayton Ohio was consistently at 150% of budget
- Promoted to Area Manager of all channels in Cincinnati
- Grew Cincinnati activations 1500% in 6 months while maintaining less than 2% churn
- Managed relationship with Cincinnati Bell

7 Years USMC

U.S. Marine Recruiter, E-7 United States Marine Corps.

- Recruiter in Charge of Northern Illinois and Southern Wisconsin
- Achieved personal and area quota 27 of 30 months
- Set individual recruiting records in 9th Marine Corps Recruiting District
- Was promoted 3 times meritoriously

Attachment M - BIP

Statement of Cash Flows Cassia County - Idaho

	Historical		Year 1	Year 2	Year 3	Year 4	Year 5
Beginning Cash	\$ -	0	323,482	(519,534)	(985,166)	(1,177,126)	(1,178,176)
cash flows from operating activities:							
Net Income	-	0	(273,294)	(444,722)	(287,149)	(100,090)	67,995
<i>Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities</i>							
Add Depreciation	-	-	166,000	216,255	225,563	234,805	245,395
Add Amortization	-	-	-	-	-	-	-
Changes in Current Assets and Liabilities	-	-	-	-	-	-	-
Marketable Securities	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	(9,936)	(35,987)	(32,265)	(29,768)
Inventory	-	-	-	-	-	-	-
Prepayments	-	-	-	-	-	-	-
Other Current Assets	-	-	-	-	-	-	-
Accounts Payable	-	-	4,589	15,637	10,641	5,680	5,471
Other Current Liabilities	-	-	-	-	-	-	-
Net Cash Provided (Used) by Operations	\$ -	-	(102,705)	(222,766)	(86,943)	108,130	289,093
cash flows from financial activities:							
Notes Receivable	-	-	-	-	-	-	-
Notes Payable	-	-	-	-	-	-	-
Principal Payments	-	-	(74,433)	(66,539)	(69,201)	(71,969)	(74,847)
New Borrowing	-	-	683,288	191,756	24,889	25,859	29,273
Additional Paid-in Capital	-	323,482	317,390	99,614	-	-	-
Additions to Patronage Capital Credits	-	-	-	-	-	-	-
Payment of Dividends	-	0	0	0	0	0	0
Net Cash Provided by Financing Activities	\$ -	323,482	926,245	224,831	(44,312)	(46,110)	(45,574)
cash flows from investing activities:							
Capital Expenditures	-	-	(1,666,556)	(467,699)	(60,704)	(63,070)	(71,398)
Amortizable Asset (Net of Amortization)	-	-	-	-	-	-	-
Long Term Investments	-	-	-	-	-	-	-
Net Cash Used by Investing Activities	\$ -	-	(1,666,556)	(467,699)	(60,704)	(63,070)	(71,398)
Net Increase (Decrease) In Cash	\$ -	323,482	(843,016)	(465,633)	(191,959)	(1,051)	172,121
Ending Cash		323,482	(519,534)	(985,166)	(1,177,126)	(1,178,176)	(1,006,055)

Attachment M - BTOP

Statement of Cash Flows Cassia County - Idaho

	Historical		Year 1	Year 2	Year 3	Year 4	Year 5
Beginning Cash	\$ -	\$ -	\$ 323,482	\$ (519,534)	\$ (985,166)	\$ (1,177,126)	\$ (1,178,176)
cash flows from operating activities:							
Net Income	-	\$ -	\$ (273,294)	\$ (444,722)	\$ (287,149)	\$ (100,090)	\$ 67,995
<i>Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities</i>	-	-	-	-	-	-	-
Add Depreciation	-	-	\$ 166,000	\$ 216,255	\$ 225,563	\$ 234,805	\$ 245,395
Add Amortization	-	-	-	-	-	-	-
Changes in Current Assets and Liabilities	-	-	-	-	-	-	-
Marketable Securities	-	-	-	-	-	-	-
Accounts Receivable	-	-	\$ -	\$ (9,936)	\$ (35,987)	\$ (32,265)	\$ (29,768)
Inventory	-	-	-	-	-	-	-
Prepayments	-	-	-	-	-	-	-
Other Current Assets	-	-	-	-	-	-	-
Accounts Payable	-	-	\$ 4,589	\$ 15,637	\$ 10,641	\$ 5,680	\$ 5,471
Other Current Liabilities	-	-	-	-	-	-	-
Net Cash Provided (Used) by Operations	\$ -	\$ -	\$ (102,705)	\$ (222,766)	\$ (86,943)	\$ 108,130	\$ 289,093
cash flows from financial activities:							
Notes Receivable	-	-	-	-	-	-	-
Notes Payable	-	-	-	-	-	-	-
Principal Payments	-	-	\$ (74,433)	\$ (66,539)	\$ (69,201)	\$ (71,969)	\$ (74,847)
New Borrowing	-	-	\$ 683,288	\$ 191,756	\$ 24,889	\$ 25,859	\$ 29,273
Additional Paid-in Capital	-	\$ 323,482	\$ 317,390	\$ 99,614	\$ -	\$ -	\$ -
Additions to Patronage Capital Credits	-	-	-	-	-	-	-
Payment of Dividends	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Cash Provided by Financing Activities	\$ -	\$ 323,482	\$ 926,245	\$ 224,831	\$ (44,312)	\$ (46,110)	\$ (45,574)
cash flows from investing activities:							
Capital Expenditures	-	\$ -	\$ (1,666,556)	\$ (467,699)	\$ (60,704)	\$ (63,070)	\$ (71,398)
Amortizable Asset (Net of Amortization)	-	-	-	-	-	-	-
Long Term Investments	-	-	-	-	-	-	-
Net Cash Used by Investing Activities	\$ -	\$ -	\$ (1,666,556)	\$ (467,699)	\$ (60,704)	\$ (63,070)	\$ (71,398)
Net Increase (Decrease) in Cash	\$ -	\$ 323,482	\$ (843,016)	\$ (465,633)	\$ (191,959)	\$ (1,051)	\$ 172,121
Ending Cash	\$ -	\$ 323,482	\$ (519,534)	\$ (985,166)	\$ (1,177,126)	\$ (1,178,176)	\$ (1,006,055)

Attachment M- DBC Consolidated Statement of Cash Flows - Projected

Statement of Cash Flows	2009	2010	2011	2012	2013	2014	2015
Net Income	\$ (21,957)	\$ (24,551)	\$ (12,721)	\$ 13,460	\$ 34,131	\$ 63,015	\$ 97,568
Add: Depreciation and Amortization	5,023	5,278	2,643	2,547	4,047	3,480	2,837
Add: Accrued Interest	327	240	233	238	242	-	-
Changes in Operating Assets and Liabilities							
Accounts Receivable and Deferred Revenue	(284)	(1,147)	(1,994)	(3,261)	(3,561)	(3,942)	(4,421)
Accounts Payable and Accrued Expenses	(1,354)	1,997	1,396	1,016	2,235	1,364	76
Operating Cash Flow	\$ (18,244)	\$ (18,183)	\$ (10,442)	\$ 13,999	\$ 37,094	\$ 63,916	\$ 96,059
Cash from Investing Activities:							
(Purchases) Sales of PPE	\$ (6,809)	\$ (22,064)	\$ (13,215)	\$ (12,735)	\$ (20,235)	\$ (17,398)	\$ (14,185)
Upfront Spectrum Payments	(1,886)	(1,152)	(864)	(2,095)	(1,044)	-	-
Investing Cash Flow	\$ (8,695)	\$ (23,216)	\$ (14,079)	\$ (14,830)	\$ (21,279)	\$ (17,398)	\$ (14,185)
Cash from Financing Activities:							
LTD Debt - Comerica	\$ (1,939)	\$ (2,052)	\$ (2,052)	\$ (1,690)	\$ -	\$ -	\$ -
LT Debt - BIA/Spring; Other	2,500	-	-	-	-	-	-
Equity - NRTC	10,000	-	-	-	-	-	-
Equity - NEW	100,000	-	-	-	-	-	-
Notes Payable	-	(2,025)	-	-	-	-	-
N/P Other	-	-	-	-	-	-	-
Long Term Debt - Capital Lease	(22)	6,334	(4,876)	(3,593)	(1,933)	(616)	-
Financing Cash Flow	\$ 110,539	\$ 2,257	\$ (6,928)	\$ (5,283)	\$ (1,933)	\$ (616)	\$ -
Net increase (decrease) in cash	\$ 83,600	\$ (39,141)	\$ (31,449)	\$ (6,114)	\$ 13,882	\$ 45,902	\$ 81,875
Cash Balance, Ending	\$ 87,773	\$ 48,631	\$ 17,183	\$ 11,069	\$ 24,951	\$ 70,853	\$ 152,727

Service Metric

Upon the deployment of a broadband system, customers can activate an account by visiting a DigitalBridge retail location or by contacting the company either by phone or online . An account can be established in real time, allowing our new customers to begin enjoying the benefits of broadband access immediately. In the unlikely event that a customer requires a technician to come to his or her residence to install equipment, that customer can expect to be online within 3 to 5 business days from the date they contact the company.

DBC prides itself on providing its customers with reliable broadband services. Traditionally, our current subscribers have enjoyed system availability in excess of 99%. However, it should be noted that the residential service proposed in this application is provided on a best-efforts basis.

DBC has a fully-operational, world class Network Operations Center (NOC) located in Ashburn, VA that is staffed by trained customer service and technical personnel 24 hours a day, seven days a week. The NOC is constantly monitoring all DBC networks in an attempt to proactively resolve issues before they affect our customers. However, in the event that a customer does have an issue, the NOC is frequently able to diagnose and resolve the issue remotely from our NOC getting the customer back online in a matter of hours.

All DBC customers are provided access to DigitalBridge's Terms and Conditions which clearly states DBC's operating policies and procedures.

**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS.**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

DigitalBridge Communications Corp.

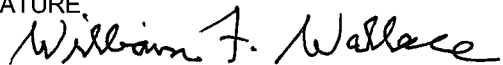
AWARD NUMBER AND/OR PROJECT NAME

BIP and BTOP Last Mile Infrastructure Applications

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

William F. Wallace, Executive Vice President Policy & External Affairs

SIGNATURE



DATE

August 12, 2009

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application ___a___ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing ___a___ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___X___ Prime _____ Subawardee Tier _____, if Known:</p> <p><i>DigitalBridge Communications Corp. 44675 Cape Court, Suite 130 Ashburn, VA 20147 Attention: William F. Wallace Executive Vice President Policy & External Affairs</i></p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p> <p><i>RUS and NTIA</i></p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: <i>10.787 and 11.557.</i></p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p> <p><i>No lobbyist were used by DigitalBridge in connection with this project.</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p><i>No lobbyist were used by DigitalBridge in connection with this project.</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <i>William F. Wallace</i></p> <p>Print Name: <i>William F. Wallace</i></p> <p>Title: <i>Executive Vice President Policy & External Affairs</i></p> <p>Telephone No.: <i>703-723-6272</i> Date: <i>August 12, 2009</i></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

VIDEO SERVICES

SUBSCRIBER PROJECTS AND RATE PLANS

COMPLETE THE CHART BELOW FOR EACH PROPOSED FUNDED SERVICE AREA. FOR ALL OTHER SERVICE AREAS, PLEASE PREPARE A CHART THAT AGGREGATES THIS INFORMATION

NOT APPLICABLE

General Overall Budget For Joint Applications Only: Please complete the following table only if you are submitting a joint BIP/BTOP Application. Please use the grid on Project Budget Tab in the online system for the BIP budget and then complete the table below for BTOP.

Please note: This county is rural and is therefore being evaluated by BIP. Its proposed funding mix in the application is 49% grant/51% loan. The numbers below are for use by BTOP if the proposal is rejected by BIP.

Cassia County - Idaho

Equipment Category	Grant Request	Equity	Debt	Bonds	Other Funding	Total
Network & Access Equipment (switching, routing, transport, access)	\$ 724,000	\$ 181,000				\$ 905,000
Outside Plant (cables, conduits, ducts, poles, towers, repeaters, etc.)	\$ 112,000	\$ 28,000				\$ 140,000
Buildings and Land – (new construction, improvements, renovations, lease)	\$ 480,000	\$ 120,000				\$ 600,000
Customer Premise Equipment (modems, set-top boxes, inside wiring, etc.)	\$ 198,297	\$ 49,574				\$ 247,872
Billing and Operational Support Systems (IT systems, software, etc.)	\$ -	\$ -				\$ -
Operating Equipment (vehicles, office equipment, other)	\$ -	\$ -				\$ -
Engineering/ Professional Services (engineering design, project management, consulting, etc.)	\$ 344,000	\$ 86,000				\$ 430,000
Testing (network elements, IT system elements, user devices, test generators, lab furnishings, servers/computers, etc.)	\$ -	\$ -				\$ -
Site Preparation	\$ -	\$ -				\$ -
Other	\$ 5,245	\$ 1,311				\$ 6,556
Total Broadband System	\$ 1,863,542	\$ 465,886	\$ -	\$ -	\$ -	\$ 2,329,428

Broadband Initiatives Program and Broadband Technology Opportunities Program

Supplemental 3

DigitalBridge Communications Corp.

Attached please find the following supplemental information for this application:

1. Answer details for Census Block and Community Name questions in the *Last Mile Services* section (inserted here due to inability to submit this information into the online application)
2. Letters of support and testimonial from local representatives (if available)
3. Survey instrument used to gather adoption data
4. Financial information for Clearwire Corporation, a partner organization
5. Certification of SDB status for TeleWorld Solutions, a partner organization

Area Name: Cassia ID

Census Tract	Block Group	Block
950100	1	1083
950100	1	1086
950100	1	1087
950100	1	1088
950100	1	1089
950100	1	1182
950100	1	1183
950100	1	1184
950100	1	1202
950100	1	1203
950100	1	1204
950100	1	1205
950100	1	1240
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950100	1	1253
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Area Name: Cassia ID

State	County	Community	BIP Rural Classification	BIP Service Status	BTOP Rural Classification	BTOP Service Status
ID	Cassia	Albion city	Rural	The Rate of broadband subscribers is 40% of households or less	Rural	The Rate of broadband subscribers is 40% of households or less
ID	Cassia	Burley city	Rural	The Rate of broadband subscribers is 40% of households or less	Rural	The Rate of broadband subscribers is 40% of households or less
ID	Cassia	Declo city	Rural	The Rate of broadband subscribers is 40% of households or less	Rural	The Rate of broadband subscribers is 40% of households or less
ID	Cassia	Malta city	Rural	The Rate of broadband subscribers is 40% of households or less	Rural	The Rate of broadband subscribers is 40% of households or less
ID	Cassia	Oakley city	Rural	The Rate of broadband subscribers is 40% of households or less	Rural	The Rate of broadband subscribers is 40% of households or less
ID	Cassia	Other Area	Rural	The Rate of broadband subscribers is 40% of households or less	Rural	The Rate of broadband subscribers is 40% of households or less



Region IV Development

August 7, 2009

Dear RUS or NTIA Application Evaluator,

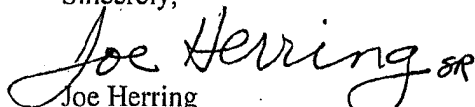
Region IV Development is the council of governments and economic development district representing Blaine, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls counties in Idaho. We have been working with DigitalBridge Communications to bring broadband services to the underserved portions of our region. We are writing today to express our unconditional support for the application of DigitalBridge Communications to provide fourth-generation, high-speed wireless Internet service throughout the underserved portions of our region. DigitalBridge Communication currently provides service in parts of Blaine and Twin Falls counties. Their service reputation is admirable. We are convinced by their track record of success in launching high-speed Internet service as quickly as 6 to 9 months in unserved and underserved Internet access communities that they will be successful in providing access to our mostly rural region.

The mission of DigitalBridge Communications is to provide affordable, next generation broadband services. They have executed this mission with the deployment of fixed and now mobile services in 15 markets across the country since 2007. The WiMAX wireless Internet solution is very cost-effective because service can reach over twenty times the number of households covered per network dollar than traditional wireline services, thereby maximizing the number of county citizens who are eligible to receive services.

Additionally, DigitalBridge Communications will bring jobs to our region, both short term construction and long term service and maintenance. In addition, our residents and business can expand job opportunities through the deployment of high speed broadband availability. Also, I understand through their unique home-based call center support model, our residents could work from home supporting DigitalBridge Communications customers here and across the country.

Region IV Development endorses DigitalBridge Communications' application for stimulus funds to provide much needed high speed Internet service. A proven record of fast deployments, cost-effective, job-generating solutions makes them a clear choice to bring 4G broadband service here.

Sincerely,


Joe Herring
President and Executive Director

**Princeton Survey Research Associates International
for
DBC**

County Internet Access

FINAL Questionnaire

07/20/09

DBC Questionnaire 0720 Final 2pm.doc

Total n=8,500

N=250 in each of 34 counties

Landline RDD

Field Dates: July 17-July 26, 2009

Job#: 29053

Hello, my name is _____ and I'm calling for Princeton Survey Research. We're conducting a survey about some important issues today, and would like to include you. We are not selling anything. May I please speak with the YOUNGEST MALE, age 18 or older, who is now at home? **(IF NO MALE, ASK: May I please speak with the YOUNGEST FEMALE, age 18 or older, who is now at home?)**

SEX RECORD RESPONDENT SEX **(DO NOT READ)**

- 1 Male
- 2 Female

ASK ALL

Q1 Do you use a computer at your workplace, at school, at home, or anywhere else on at least an occasional basis?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL

Q2a Do you use the internet, at least occasionally?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL

Q2b Do you send or receive email, at least occasionally?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL INTERNET USERS (Q2a=1 or Q2b=1):

Q3 About how often do you use the internet or email from... **[INSERT IN ORDER]** – several times a day, about once a day, 3-5 days a week, 1-2 days a week, every few weeks, less often or never?

- a. Home?
- b. Work?

CATEGORIES

- 1 Several times a day
- 2 About once a day
- 3 3-5 days a week
- 4 1-2 days a week
- 5 Every few weeks
- 6 Less often
- 7 Never
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

SKIP NON-USERS (Q2a=2,8,9 and Q2b=2,8,9) TO Q9

ASK IF USE INTERNET AT HOME (Q3a=1,2,3,4,5,6):

Q5 At home, do you connect to the internet through a dial-up telephone line, or do you have some other type of connection, such as a DSL-enabled phone line, a cable TV modem, satellite, a wireless connection through an Air Card or cell phone, a connection to a fixed wireless provider, a fiber optic connection such as FIOS (F-EYE-os), or a T-1?

- 1 Dial-up telephone line
- 2 DSL-enabled phone line
- 3 Cable modem
- 4 Satellite
- 5 Wireless connection through AirCard or cell phone
- 6 Connection to fixed wireless provider
- 7 Fiber optic connection
- 8 T-1 connection
- 9 Other (**SPECIFY, MAKE SURE NOT ONE OF ABOVE**)
- 98 (**DO NOT READ**) Don't know
- 99 (**DO NOT READ**) Refused

ASK IF USE INTERNET AT HOME (Q3a=1,2,3,4,5,6):

Q6 Do you happen to know what is the speed of your Internet service at home? This is sometimes referred to as the download or downstream speed of your connection per second. (**Precode open-end**)

- 1 0-128 Kilobytes (KB) a second
- 2 129-384 Kilobytes a second
- 3 385-512 Kilobytes a second
- 4 513-768 Kilobytes a second
- 5 769-999 Kilobytes
- 6 1.0-1.9 Megabytes a second
- 7 2.0-2.9 Megabytes a second
- 8 3.0-5.9 Megabytes a second
- 9 6.0-10.0 Megabytes a second
- 10 Greater than 10 Megabytes a second
- 11 Other (**SPECIFY**)
- 98 (**DO NOT READ**) Don't know
- 99 (**DO NOT READ**) Refused

**ASK IF USE INTERNET AT HOME (Q3a=1,2,3,4,5,6) and Q6 <>98,99 and Q5<>1
(IF GAVE AN ANSWER TO Q6 AND IF OTHER THAN DIALUP)**

Q7 Do you happen to know the UPLOAD speed of your Internet service at home?

- 1 0-128 Kilobytes (KB) a second
- 2 129-384 Kilobytes a second
- 3 385-512 Kilobytes a second
- 4 513-768 Kilobytes a second
- 5 769-999 Kilobytes
- 6 1.0-1.9 Megabytes a second
- 7 2.0-2.9 Megabytes a second
- 8 3.0-5.9 Megabytes a second
- 9 6.0-10.0 Megabytes a second
- 10 Greater than 10 Megabytes a second
- 11 Other **(SPECIFY)**
- 98 **(DO NOT READ)** Don't know
- 99 **(DO NOT READ)** Refused

ASK IF USE INTERNET AT HOME (Q3a=1,2,3,4,5,6):

Q8 To the nearest dollar, about how much do you pay each month for internet access at home? If your internet access is combined with television or other services, I would like to know just the amount you pay for internet service.

_____ **(ENTER AMOUNT, IN DOLLARS; RANGE 1-996)**

- 997 Nothing/Do not pay/Get access through work or school
- 998 Don't know
- 999 Refused

ASK IF USE INTERNET AT HOME (Q3a=1,2,3,4,5,6) and Q8<>997:

Q8a Would you say the amount you pay each month for internet access at home is too much, too little or a fair amount?

- 1 Too much
- 2 Too little
- 3 Fair amount
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

**ASK IF NON-USERS (Q2a=2,8,9 and Q2b=2,8,9)
OR DO NOT USE INTERNET AT HOME (Q3a=7,8,9)
OR NO BB at home (Q5=1,9,98,99)**

Q9 Do you happen to know whether high-speed internet service is available to your home from a telephone company, a cable company or any other non-satellite company?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

**ASK IF NON-USERS (Q2a=2,8,9 and Q2b=2,8,9)
OR DO NOT USE INTERNET AT HOME (Q3a=7,8,9)**

Q10 In the past year, have you read, seen or heard any ads... whether in newspapers, on television, on the radio or in the mail... that offered internet access at your home?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL EXCEPT THOSE WHO HAVE NOT SEEN ANY ADS (Q10<>2)

Q12 In the past year, have you read, seen or heard any ads... whether in newspapers, on television, on the radio or in the mail... that offered high-speed, broadband internet access at your home with downstream speeds of at least 3 megabytes per second?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL

Q13 If you wanted to do so, how easy do you think it would be to subscribe at your home to high-speed, broadband internet access with consistent speeds of at least **TWO** megabytes per second... very easy, somewhat easy, somewhat difficult, very difficult or could you not do it at all?

- 1 Very easy
- 2 Somewhat easy
- 3 Somewhat difficult
- 4 Very difficult
- 5 Could not do it/It is impossible/Not available
- 6 **(DO NOT READ)** Would not do it
- 7 **(DO NOT READ)** Already have this type of connection at home
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK IF USE INTERNET AT HOME (Q3a=1,2,3,4,5,6):

Q14 Would you LIKE to have a faster, broadband connection at home, or isn't that something you're interested in?

- 1 Yes, interested
- 2 No, not interested
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

(READ) A few last questions for statistical purposes only...

ASK ALL:

AGE What is your age?

- _____ years **[RECORD EXACT AGE 18-96]**
- 97 97 or older
 - 98 Don't know
 - 99 Refused

ASK ALL:

PAR Are you the parent or guardian of any children under age 18 now living in your household?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

EDUC What is the last grade or class you completed in school? **(DO NOT READ, BUT CAN PROBE FOR CLARITY IF NEEDED).**

- 1 None, or grades 1-8
- 2 High school incomplete (grades 9-11)
- 3 High school graduate (grade 12 or GED certificate)
- 4 Technical, trade or vocational school AFTER high school
- 5 Some college, no 4-year degree (includes associate degree)
- 6 College graduate (B.S., B.A., or other 4-year degree)
- 7 Post-graduate training/professional school after college (toward a Masters/Ph.D., Law or Medical school)
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

HISP Are you, yourself, of Hispanic or Latino origin or descent, such as Mexican, Puerto Rican, Cuban, or some other Latin American background?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

RACE What is your race? Are you white, black, Asian, or some other race? **IF R SAYS HISPANIC OR LATINO, PROBE:** Do you consider yourself a WHITE (Hispanic/Latino) or a BLACK (Hispanic/Latino)? **IF R DOES NOT SAY WHITE, BLACK OR ONE OF THE RACE CATEGORIES LISTED, RECORD AS "OTHER" (CODE 6)**

- 1 White
- 2 Black or African-American
- 3 Asian or Pacific Islander
- 4 Mixed race
- 5 Native American/American Indian
- 6 Other **(SPECIFY)**
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

INC Last year, that is in 2008, what was your total family income from all sources, before taxes? Just stop me when I get to the right category... **[READ 1-7]**

- 1 Less than \$10,000
- 2 \$10,000 to under \$20,000
- 3 \$20,000 to under \$30,000
- 4 \$30,000 to under \$50,000
- 5 \$50,000 to under \$75,000
- 6 \$75,000 to under \$100,000
- 7 \$100,000 or more
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

ZIPCODE What is your zip code?

_____ **ENTER ZIPCODE**
99999 Don't know/Refused

THANK RESPONDENT: That concludes our interview. Have a nice day/evening.



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

February 7, 2007

Mr. Baryalai Azmi, President/CEO
TeleWorld Solutions, Inc.
8500 Leesburg Pike
Vienna, VA 22182

SDB Tracking #: 0107-185P
Expiration Date (Three years from date above)

Dear Mr. Azmi:

We are pleased to inform you that your firm is certified as a Small Disadvantaged Business (SDB) under U.S. Small Business Administration (SBA) guidelines. You are now eligible to participate in the SDB Program. Certification is valid for three years from the date of this letter. Your firm will be added to SBA's list of certified SDBs found in the Dynamic Small Business Search (DSBS) directory, SBA's on-line registry, at <http://www.ccr.gov>.

The SDB Program regulations in Title 13 of the Code of Federal Regulations, Section 124.1016(b), require that during your three-year term you report within 10 days any changes in ownership and control or any other circumstances which could adversely affect the eligibility of your firm as an SDB. Failure to do this could result in the decertification of your firm. Please note also that in order for your firm to continue to participate as an SDB after its three-year term, you must reapply for the SDB Program.

I wish you much success in your future business endeavors.

Sincerely,

Mariana A. Pardo
Assistant Administrator
Office of Certification & Eligibility

**Princeton Survey Research Associates International
for
DBC**

County Internet Access

FINAL Questionnaire

07/20/09

DBC Questionnaire 0720 Final 2pm.doc

Total n=8,500

N=250 in each of 34 counties

Landline RDD

Field Dates: July 17-July 26, 2009

Job#: 29053

Hello, my name is _____ and I'm calling for Princeton Survey Research. We're conducting a survey about some important issues today, and would like to include you. We are not selling anything. May I please speak with the YOUNGEST MALE, age 18 or older, who is now at home? **(IF NO MALE, ASK: May I please speak with the YOUNGEST FEMALE, age 18 or older, who is now at home?)**

SEX RECORD RESPONDENT SEX **(DO NOT READ)**

- 1 Male
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ASK ALL

Q1 Do you use a computer at your workplace, at school, at home, or anywhere else on at least an occasional basis?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL

Q2a Do you use the internet, at least occasionally?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
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ASK ALL

Q2b Do you send or receive email, at least occasionally?

- 1 Yes
- 2 No
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ASK ALL INTERNET USERS (Q2a=1 or Q2b=1):

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- a. Home?
- b. Work?

CATEGORIES

- 1 Several times a day
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ASK IF USE INTERNET AT HOME (Q3a=1,2,3,4,5,6) and Q8<>997:

Q8a Would you say the amount you pay each month for internet access at home is too much, too little or a fair amount?

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**ASK IF NON-USERS (Q2a=2,8,9 and Q2b=2,8,9)
OR DO NOT USE INTERNET AT HOME (Q3a=7,8,9)
OR NO BB at home (Q5=1,9,98,99)**

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ASK ALL EXCEPT THOSE WHO HAVE NOT SEEN ANY ADS (Q10<>2)

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ASK ALL

Q13 If you wanted to do so, how easy do you think it would be to subscribe at your home to high-speed, broadband internet access with consistent speeds of at least **TWO** megabytes per second... very easy, somewhat easy, somewhat difficult, very difficult or could you not do it at all?

- 1 Very easy
- 2 Somewhat easy
- 3 Somewhat difficult
- 4 Very difficult
- 5 Could not do it/It is impossible/Not available
- 6 **(DO NOT READ)** Would not do it
- 7 **(DO NOT READ)** Already have this type of connection at home
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK IF USE INTERNET AT HOME (Q3a=1,2,3,4,5,6):

Q14 Would you LIKE to have a faster, broadband connection at home, or isn't that something you're interested in?

- 1 Yes, interested
- 2 No, not interested
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

(READ) A few last questions for statistical purposes only...

ASK ALL:

AGE What is your age?

_____ years **[RECORD EXACT AGE 18-96]**

- 97 97 or older
- 98 Don't know
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ASK ALL:

PAR Are you the parent or guardian of any children under age 18 now living in your household?

- 1 Yes
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ASK ALL:

EDUC What is the last grade or class you completed in school? **(DO NOT READ, BUT CAN PROBE FOR CLARITY IF NEEDED).**

- 1 None, or grades 1-8
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- 6 College graduate (B.S., B.A., or other 4-year degree)
- 7 Post-graduate training/professional school after college (toward a Masters/Ph.D., Law or Medical school)
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

HISP Are you, yourself, of Hispanic or Latino origin or descent, such as Mexican, Puerto Rican, Cuban, or some other Latin American background?

- 1 Yes
- 2 No
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

RACE What is your race? Are you white, black, Asian, or some other race? **IF R SAYS HISPANIC OR LATINO, PROBE:** Do you consider yourself a WHITE (Hispanic/Latino) or a BLACK (Hispanic/Latino)? **IF R DOES NOT SAY WHITE, BLACK OR ONE OF THE RACE CATEGORIES LISTED, RECORD AS "OTHER" (CODE 6)**

- 1 White
- 2 Black or African-American
- 3 Asian or Pacific Islander
- 4 Mixed race
- 5 Native American/American Indian
- 6 Other **(SPECIFY)**
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

INC Last year, that is in 2008, what was your total family income from all sources, before taxes? Just stop me when I get to the right category... **[READ 1-7]**

- 1 Less than \$10,000
- 2 \$10,000 to under \$20,000
- 3 \$20,000 to under \$30,000
- 4 \$30,000 to under \$50,000
- 5 \$50,000 to under \$75,000
- 6 \$75,000 to under \$100,000
- 7 \$100,000 or more
- 8 **(DO NOT READ)** Don't know
- 9 **(DO NOT READ)** Refused

ASK ALL:

ZIPCODE What is your zip code?

ENTER ZIPCODE

_____ **99999** Don't know/Refused

THANK RESPONDENT: That concludes our interview. Have a nice day/evening.

CLWR STATEMENTS

Recent and Past 2 years:

a) Income Statement; b) Balance Sheet; and c) Statement of Cash Flows

MOST RECENT STATEMENTS

CLEARWIRE CORPORATION AND SUBSIDIARIES CONDENSED CONSOLIDATED BALANCE SHEETS (In thousands, except share and per share data)

	March 31, 2009 (unaudited)	December 31, 2008
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 171,383	\$ 1,206,143
Short-term investments (Note 4)	2,664,456	1,901,749
Restricted cash	1,093	1,159
Accounts receivable, net of allowance of \$910 and \$913	3,922	4,166
Notes receivable	4,617	4,837
Inventory	4,863	3,174
Prepays and other assets	45,562	44,644
Total current assets	2,895,896	3,165,872
Property, plant and equipment, net (Note 5)	1,381,490	1,319,945
Restricted cash	4,727	8,381
Long-term investments (Note 4)	17,494	18,974
Spectrum licenses (Note 6)	4,471,259	4,471,862
Other intangible assets, net (Note 7)	115,464	122,808
Investments in equity investees	10,513	10,956
Other assets	18,713	5,369
TOTAL ASSETS	\$ 8,915,556	\$ 9,124,167
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and other current liabilities (Note 8)	\$ 152,939	\$ 145,417
Deferred revenue	11,940	11,761
Current portion of long-term debt (Note 10)	14,292	14,292
Total current liabilities	179,171	171,470
Long-term debt (Note 10)	1,366,039	1,350,498
Deferred tax liabilities (Note 9)	3,588	4,164
Other long-term liabilities	118,238	95,225
Total liabilities	1,667,036	1,621,357
COMMITMENTS AND CONTINGENCIES (Note 13)		

STOCKHOLDERS' EQUITY:

Clearwire Corporation stockholders' equity:		
Class A Common Stock, par value \$0.0001, 1,300,000,000 shares authorized; 195,008,215 and 190,001,706 shares issued and outstanding, respectively	20	19
Class B Common Stock, par value \$0.0001, 750,000,000 shares authorized; 528,823,529 and 505,000,000 shares issued and outstanding, respectively	53	51
Additional paid-in capital	2,070,665	2,092,861
Accumulated other comprehensive income	748	3,194
Accumulated deficit	(100,988)	(29,933)
Total Clearwire Corporation stockholders' equity	1,970,498	2,066,192
Non-controlling interests	5,278,022	5,436,618
Total stockholders' equity	7,248,520	7,502,810
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 8,915,556	\$ 9,124,167

CLEARWIRE CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except share and per share data)
(Unaudited)

	Three Months Ended March 31,	
	2009	2008
REVENUE	\$ 62,137	\$ —
OPERATING EXPENSES:		
Cost of goods and services and network costs (exclusive of items shown separately below)	73,633	26,861
Selling, general and administrative expense	108,465	40,255
Depreciation and amortization (Notes 5, 6 and 7)	48,548	6,770
Spectrum lease expense (Notes 6 and 13)	64,440	21,215
Total operating expenses	295,086	95,101
OPERATING LOSS	(232,949)	(95,101)
OTHER INCOME (EXPENSE):		
Interest income	3,277	285
Interest expense (Note 10)	(27,598)	—
Foreign currency loss, net	(421)	—
Other-than-temporary impairment loss and realized loss on investments (Note 4)	(1,480)	—
Gain (loss) on undesignated interest rate swap contracts, net (Note 11)	1,050	—
Other income (expense), net	(2,457)	1,546
Total other income (expense), net	(27,629)	1,831
LOSS BEFORE INCOME TAXES	(260,578)	(93,270)
Income tax provision	86	(4,167)
NET LOSS	(260,492)	(97,437)
Less: non-controlling interests in net loss of consolidated subsidiaries	189,437	—
NET LOSS ATTRIBUTABLE TO CLEARWIRE CORPORATION	\$ (71,055)	\$ (97,437)
Net loss per Class A Common Share (Note 15):		
Basic	\$ (0.37)	
Diluted	\$ (0.38)	
Weighted average Class A Common Shares outstanding:		
Basic	191,887	

Diluted

705,887

CLEARWIRE CORPORATION AND SUBSIDIARIES
CONSENSUED CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2009	2008
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (260,492)	\$ (97,437)
Adjustments to reconcile net loss to net cash used in operating activities:		
Deferred income taxes	(86)	4,167
Losses from equity investees, net	397	—
Loss on asset disposals	2,270	—
Non-cash fair value adjustment on swaps	(3,090)	—
Realized loss on investments	1,480	—
Non-cash interest expense	19,114	—
Depreciation and amortization	48,548	6,770
Amortization of favorable spectrum leases, spectrum rent and lease service	21,675	3,134
Non-cash tower and building rent	12,827	—
Share-based compensation	5,940	—
Equipment and inventory disposals	2,477	—
Provision for uncollectable accounts	1,834	—
Changes in assets and liabilities:		
Inventory	115	—
Accounts receivable	(1,692)	—
Prepays and other assets	(6,462)	1,101
Prepaid spectrum licenses	(15,890)	—
Accrued interest	(1,587)	—
Accounts payable and other liabilities	11,989	—
Net cash used in operating activities	<u>(160,633)</u>	<u>(82,265)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(114,530)	(258,639)
Payments for spectrum licenses and other intangible assets	(4,597)	(84,290)
Purchases of available-for-sale investments	(966,772)	—
Sales of available-for-sale investments	200,000	—
Proceeds from asset sales	2,000	—
Net decrease to restricted cash	3,720	—
Net cash used in investing activities	<u>(880,179)</u>	<u>(342,929)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net advances from Sprint Nextel Corporation	—	425,194
Proceeds from issuance of common stock	10,016	—
Principal payments on long-term debt	(3,573)	—
Net cash provided by financing activities	<u>6,443</u>	<u>425,194</u>
Effect of foreign currency exchange rates on cash and cash equivalents	(391)	—
Net decrease in cash and cash equivalents	<u>(1,034,760)</u>	<u>—</u>
CASH AND CASH EQUIVALENTS:		
Beginning of period	<u>1,206,143</u>	<u>—</u>

End of period	\$ 171,383	\$ —
SUPPLEMENTAL CASH FLOW DISCLOSURES:		
Cash paid for spectrum lease expense	\$ (42,765)	\$ —
Interest paid	(10,071)	—
Swap interest paid	(2,040)	—
Interest received	3,277	—
NON-CASH INVESTING AND FINANCING ACTIVITIES		
Fixed asset purchases in accounts payable	2,795	—
Fixed asset purchases included in advances and contributions from Sprint Nextel Corporation	—	(39,127)

See accompanying notes to Unaudited Condensed Consolidated Financial Statements

2008 STATEMENTS

CLEARWIRE CORPORATION AND SUBSIDIARIES CONSOLIDATED BALANCE SHEETS

	December 31, 2008	December 31, 2007
	(In thousands, except share and per share data)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 1,206,143	\$ —
Short-term investments (Note 4)	1,901,749	—
Restricted cash	1,159	—
Accounts receivable, net of allowance of \$913 and \$0	4,166	—
Notes receivable	4,837	—
Inventory	3,174	—
Prepays and other assets	44,644	8,399
Total current assets	3,165,872	8,399
Property, plant and equipment, net (Note 5)	1,319,945	491,896
Restricted cash	8,381	—
Long-term investments (Note 4)	18,974	—
Spectrum licenses (Note 6)	4,471,862	2,642,590
Other intangible assets, net (Note 7)	122,808	1,273
Investments in equity investees	10,956	—
Other assets	5,369	—
TOTAL ASSETS	\$ 9,124,167	\$ 3,144,158

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
Accounts payable and accrued expenses (Note 8)	\$ 145,417	\$ —
Deferred revenue	11,761	—

Current portion of long-term debt (Note 10)	14,292	—
Total current liabilities	171,470	—
Long-term debt (Note 10)	1,350,498	—
Deferred tax liabilities (Note 9)	4,164	679,222
Other long-term liabilities	95,225	—
Total liabilities	1,621,357	679,222
NON-CONTROLLING INTERESTS (Note 15)	5,436,618	—
COMMITMENTS AND CONTINGENCIES (Note 13)		
STOCKHOLDERS' EQUITY (Note 15):		
Class A Common Stock, par value \$0.0001, 1,300,000,000 shares authorized; 190,001,706 shares issued and outstanding as of December 31, 2008	19	—
Class B Common Stock, par value \$0.0001, 750,000,000 shares authorized; 505,000,000 shares issued and outstanding as of December 31, 2008	51	—
Additional paid-in capital	2,092,861	—
Business equity of the Sprint WiMAX Business	—	2,464,936
Accumulated other comprehensive income (Note 17)	3,194	—
Accumulated deficit	(29,933)	—
Total stockholders' equity	2,066,192	2,464,936
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 9,124,167	\$ 3,144,158

CLEARWIRE CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

	<u>Year Ended December 31,</u>	
	<u>2008</u>	<u>2007</u>
	(In thousands, except per share data)	
REVENUES	\$ 20,489	\$ —
OPERATING EXPENSES:		
Cost of goods and services and network costs (exclusive of items shown separately below)	131,489	48,865
Selling, general and administrative expense	150,940	99,490
Depreciation and amortization (Notes 5 and 7)	58,146	3,979
Spectrum lease expense (Notes 6 and 13)	90,032	60,051
Transaction related expenses (Note 3)	82,960	—
Total operating expenses	513,567	212,385
OPERATING LOSS	(493,078)	(212,385)
OTHER INCOME (EXPENSE):		
Interest income	1,091	—
Interest expense (Note 10)	(16,545)	—
Foreign currency gains, net	684	—
Other-than-temporary impairment loss and realized loss on investments (Note 4)	(17,036)	—
Other income (expense), net	(5,856)	4,022
Total other income (expense), net	(37,662)	4,022
LOSS BEFORE NON-CONTROLLING INTERESTS AND INCOME		
TAXES	(530,740)	(208,363)

Non-controlling interests in net loss of consolidated subsidiaries (Note 15)	159,721	—
LOSS BEFORE INCOME TAXES	(371,019)	(208,363)
Income tax provision (Note 9)	(61,607)	(16,362)
NET LOSS	<u>\$ (432,626)</u>	<u>\$ (224,725)</u>
Net loss per Class A Common Share (Note 16):		
Basic	<u>\$ (0.16)</u>	
Diluted	<u>\$ (0.28)</u>	
Weighted average Class A Common Shares outstanding:		
Basic	<u>189,921</u>	
Diluted	<u>694,921</u>	

CLEARWIRE CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,	
	2008	2007
	(In thousands)	
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (432,626)	\$ (224,725)
Adjustments to reconcile net loss to net cash used in operating activities:		
Provision for uncollectible accounts	743	—
Depreciation and amortization	58,146	3,979
Amortization of spectrum leases	17,109	—
Accretion of debt discount	1,667	—
Share-based compensation	6,465	—
Other-than-temporary impairment loss and realized loss on investments	17,036	—
Deferred income taxes	61,607	16,362
Loss on settlement of pre-existing lease arrangements	80,573	—
Non-cash interest on swaps	6,072	—
Non-controlling interests	(159,721)	—
Losses from equity investees, net	174	—
Gain on other asset disposals	(204)	—
Changes in assets and liabilities, net of effects of acquisition:		
Inventory	(892)	—
Accounts receivable	(341)	—
Prepays and other assets	(56,784)	(135,135)
Accounts payable	(4,044)	—
Accrued expenses and other liabilities	(1,286)	—
Net cash used in operating activities	<u>(406,306)</u>	<u>(339,519)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(534,196)	(329,469)
Payments for spectrum licenses and other intangible assets	(109,257)	(353,611)
Purchases of available-for-sale investments	(1,774,324)	—
Net cash acquired in acquisition of Old Clearwire	171,780	—
Net decrease to restricted cash	167	—
Net cash used in investing activities	<u>(2,245,830)</u>	<u>(683,080)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net advances from Sprint Nextel Corporation	532,165	1,022,599
Sprint Nextel Corporation pre-closing financing	392,196	—
Repayment of Sprint Nextel Corporation pre-closing financing	(213,000)	—
Principal payments on long-term debt	(3,573)	—
Debt financing fees	(50,000)	—
Strategic investors cash contribution	3,200,037	—

Other financing	(70)	—
Net cash provided by financing activities	3,857,755	1,022,599
Effect of foreign currency exchange rates on cash and cash equivalents	524	—
Net increase in cash and cash equivalents	1,206,143	—
CASH AND CASH EQUIVALENTS:		
Beginning of period	—	—
End of period	\$ 1,206,143	\$ —
SUPPLEMENTAL CASH FLOW DISCLOSURES:		
Cash paid for interest	\$ 7,432	\$ —
NON-CASH INVESTING AND FINANCING ACTIVITIES		
Conversion of Old Clearwire Class A shares into New Clearwire Class A shares	\$ 894,433	\$ —
Common stock of Sprint Nextel Corporation issued for spectrum licenses	4,000	100,000
Fixed asset purchases in accounts payable	40,761	—
Fixed asset purchases included in advances and contributions from Sprint Nextel Corporation	—	164,652
Spectrum purchases in accounts payable	10,560	—

2007 STATEMENTS

CLEARWIRE CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

	December 31, 2007	December 31, 2006
	(In thousands, except share and per share data)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 876,752	\$ 438,030
Short-term investments	67,012	663,644
Restricted cash	1,077	10,727
Restricted investments	—	69,401
Accounts receivable, net of allowance of \$787 and \$753	3,677	2,774
Notes receivable short-term, related party	2,134	4,409
Inventory	2,312	1,398
Prepays and other assets	36,748	19,219
Total current assets	989,712	1,209,602
Property, plant and equipment, net	572,329	302,798
Restricted cash	11,603	117
Restricted investments	—	16,269
Long-term investments	88,632	—
Notes receivable long-term, related party	4,700	—
Prepaid spectrum license fees	457,741	241,151
Spectrum licenses and other intangible assets, net	480,003	222,980
Goodwill	35,666	30,908
Investments in equity investees	14,602	14,983
Other assets	30,981	29,565
TOTAL ASSETS	\$ 2,685,969	\$ 2,068,373

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Accounts payable and accrued expenses (includes related party balances of \$4,521 and \$6,799)	\$ 102,447	\$ 108,216
Deferred rent	24,805	6,986
Deferred revenue	10,010	5,599
Due to affiliate	2	532
Current portion of long-term debt	22,500	1,250
Total current liabilities	159,764	122,583
Long-term debt, net of discount of \$0 and \$110,007	1,234,375	644,438
Other long-term liabilities	114,492	42,385
Total liabilities	1,508,631	809,406
MINORITY INTEREST	13,506	1,358
COMMITMENTS AND CONTINGENCIES (NOTE 11)		
STOCKHOLDERS' EQUITY		
Preferred stock, par value \$0.0001, 5,000,000 shares authorized; no shares issued or outstanding		
Common stock, par value \$0.0001, and additional paid-in capital, 350,000,000 shares authorized; Class A, 135,567,269 and 109,325,236 shares issued and outstanding	2,098,155	1,474,759
Class B, 28,596,685 shares issued and outstanding	234,376	234,376
Common stock and warrants payable	—	166
Deferred compensation	—	(116)
Accumulated other comprehensive income	17,333	6,990
Accumulated deficit	(1,186,032)	(458,566)
Total stockholders' equity	1,163,832	1,257,609
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 2,685,969	\$ 2,068,373

See notes to consolidated financial statements

Table of Contents**CLEARWIRE CORPORATION AND SUBSIDIARIES**
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,		
	2007	2006	2005
	(In thousands, except per share data)		
REVENUES:			
Service	\$ 151,440	\$ 67,598	\$ 8,451
Equipment and other (includes related party sales of \$0, \$15,546 and \$9,728)	—	32,583	25,003
Total revenues	151,440	100,181	33,454
OPERATING EXPENSES:			
Cost of goods and services (exclusive of a portion of depreciation and amortization shown below):			
Cost of service (includes related party costs of \$2,877, \$606 and \$0)	107,281	50,438	13,086
Cost of equipment (includes related party costs of \$0, \$8,914 and \$1,853)	—	19,674	10,483
Selling, general and administrative expense	360,666	214,669	106,211
Research and development	1,397	8,890	9,639
Depreciation and amortization	84,694	40,902	11,913
Spectrum lease expense	96,417	23,516	9,356
Gain on sale of NextNet	—	(19,793)	—
Total operating expenses	650,455	338,296	160,688
OPERATING LOSS	(499,015)	(238,115)	(127,234)
OTHER INCOME (EXPENSE):			
Interest income	65,736	30,429	6,605
Interest expense	(96,279)	(72,280)	(14,623)
Foreign currency gains, net	363	235	20
Loss on extinguishment of debt	(159,193)	—	—
Other-than-temporary impairment loss and realized loss on investments	(35,020)	—	—
Other income, net	1,801	2,150	300
Total other expense, net	(222,592)	(39,466)	(7,698)
LOSS BEFORE INCOME TAXES, MINORITY INTEREST AND LOSSES FROM EQUITY INVESTEEES	(721,607)	(277,581)	(134,932)
Income tax provision	(5,427)	(2,981)	(1,459)
LOSS BEFORE MINORITY INTEREST AND LOSSES FROM EQUITY INVESTEEES	(727,034)	(280,562)	(136,391)
Minority interest in net loss of consolidated subsidiaries	4,244	1,503	387
Losses from equity investees	(4,676)	(5,144)	(3,946)
NET LOSS	\$ (727,466)	\$ (284,203)	\$ (139,950)
Net loss per common share, basic and diluted	\$ (4.58)	\$ (2.93)	\$ (1.97)

Weighted average common shares outstanding, basic and diluted	<u>158,737</u>	<u>97,085</u>	<u>71,075</u>
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See notes to consolidated financial statements

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CLEARWIRE CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	<u>2007</u>	<u>2006</u>	<u>2005</u>
	(In thousands)		
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	\$ (727,466)	\$ (284,203)	\$ (139,950)
Adjustments to reconcile net loss to net cash used in operating activities:			
Provision for uncollectible accounts	4,915	885	368
Depreciation and amortization	84,694	40,902	11,913
Amortization of prepaid license fees	37,884	6,273	2,914
Amortization of deferred financing costs and accretion of debt discount	20,707	19,754	5,279
Deferred income taxes	5,412	2,960	1,459
Share-based compensation	42,771	14,246	2,542
Minority interest	(4,244)	(1,503)	(387)
Losses from equity investees, net	4,676	5,144	3,946
Loss on extinguishment of debt	159,193	—	—
Other-than-temporary impairment loss and realized loss on investments	35,020	—	—
Loss (gain) on other asset disposals	850	(1,915)	841
Gain on sale of equity investment	(2,213)	—	—
Gain on sale of business, net of cash	—	(19,793)	—
Changes in assets and liabilities, net of effects from acquisitions:			
Prepaid spectrum license fees	(235,479)	(64,638)	(25,040)
Inventory	(914)	(1,913)	6,005
Accounts receivable	(5,387)	(686)	(4,306)
Prepays and other assets	(17,841)	(10,687)	(4,445)
Accounts payable	11,198	389	14,027
Accrued expenses and other liabilities	64,619	61,447	35,309
Due to affiliate	(530)	184	(7,130)
Net cash used in operating activities	<u>(522,135)</u>	<u>(233,154)</u>	<u>(96,655)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of property, plant and equipment	(361,861)	(191,747)	(132,724)
Payments for acquisitions of spectrum licenses and other	(222,920)	(67,665)	(24,279)
Purchases of available-for-sale investments	(1,294,484)	(1,143,079)	(368,160)
Sales or maturities of available-for-sale investments	1,760,246	575,845	350,429
Investments in equity investees	(5,293)	(2,161)	(13,737)
Issuance of notes receivable, related party	(2,000)	(4,105)	—
Restricted cash	(1,836)	(1,830)	(3,704)
Restricted investments	85,670	(30,324)	(55,346)
Business acquisitions, net of cash acquired	(7,066)	(49,576)	(27,779)
Proceeds from sale of business, net of cash	—	47,085	—
Proceeds from sale of equity investment and other assets	3,250	—	—
Net cash used in investing activities	<u>(46,294)</u>	<u>(867,557)</u>	<u>(275,300)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of common stock for IPO and other, net	556,005	1,030,683	139,609
Proceeds from issuance of common stock for option and warrant exercises	4,849	—	—
Proceeds from issuance of debt	1,250,000	495,350	260,346
Financing fees	(69,462)	(21,820)	(10,774)
Principal payments on long-term debt	(748,821)	—	—
Contributions from minority interests	15,000	—	—
Net cash provided by financing activities	<u>1,007,571</u>	<u>1,504,213</u>	<u>389,181</u>
Effect of foreign currency exchange rates on cash and cash equivalents	(420)	5,340	(636)
Net increase in cash and cash equivalents	438,722	408,842	16,590
CASH AND CASH EQUIVALENTS:			
Beginning of period	<u>438,030</u>	<u>29,188</u>	<u>12,598</u>

End of period	<u>\$ 876,752</u>	<u>\$ 438,030</u>	<u>\$ 29,188</u>
SUPPLEMENTAL CASH FLOW DISCLOSURES:			
Common stock and warrants issued for spectrum licenses	\$ 21,379	\$ 63,891	\$ 22,137
Common stock and warrants issued for business acquisitions	15	32,013	428
Cash paid for taxes	15	21	—
Cash paid for interest	119,793	53,541	—
Notes receivable exchanged for spectrum licenses	—	—	10,000
Fixed asset purchases in accounts payable	17,449	3,327	11,044
Non-cash dividends to related party	1,465	2,384	34



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

February 7, 2007

Mr. Baryalai Azmi, President/CEO
TeleWorld Solutions, Inc.
8500 Leesburg Pike
Vienna, VA 22182

SDB Tracking #: 0107-185P
Expiration Date (Three years from date above)

Dear Mr. Azmi:

We are pleased to inform you that your firm is certified as a Small Disadvantaged Business (SDB) under U.S. Small Business Administration (SBA) guidelines. You are now eligible to participate in the SDB Program. Certification is valid for three years from the date of this letter. Your firm will be added to SBA's list of certified SDBs found in the Dynamic Small Business Search (DSBS) directory, SBA's on-line registry, at <http://www.ccr.gov>.

The SDB Program regulations in Title 13 of the Code of Federal Regulations, Section 124.1016(b), require that during your three-year term you report within 10 days any changes in ownership and control or any other circumstances which could adversely affect the eligibility of your firm as an SDB. Failure to do this could result in the decertification of your firm. Please note also that in order for your firm to continue to participate as an SDB after its three-year term, you must reapply for the SDB Program.

I wish you much success in your future business endeavors.

Sincerely,

Mariana A. Pardo
Assistant Administrator
Office of Certification & Eligibility

Broadband Initiatives Program and Broadband Technology Opportunities Program

Supplemental 2

DigitalBridge Communications Corp.

Attached please find the cover page and signature page of the Material Agreements that DigitalBridge currently has in place with the following vendors:

1. Blackfoot Communications
2. Alvarion, Inc.
3. Arise f/k/a Willow CSN Incorporated
4. Syringa Networks, LLC
5. Indiana Fiber Networks, LLC
6. Alianza Global Communications Services, LLC
7. Aria Systems LLC
8. AfterImage GIS

Complete copies of each agreement listed above is available upon request.



Blackfoot Communications Internet Service Agreement

This is an Agreement (the "Agreement") between **DigitalBridge Communications Corp.** ("Customer") and **Blackfoot Communications, Inc.** ("Blackfoot Communications") for the provision of Internet Services.

1. **SCOPE.** Under this Agreement, Customer shall purchase and Blackfoot Communications shall provide the internet services and support described on Attachment A to this Agreement, (the "Services"). Blackfoot Communications agrees to furnish Services at the location(s), quantities and rates specified in Attachment A.

The Services provided are subject to the Acceptable Use Policy and Terms and Conditions for Internet Services set forth in Attachment B to this Agreement. Customer is responsible for all usage originating from its location and should inform users that the service is provided subject to an Acceptable Use Policy.

The Services shall be provided in accordance with the terms and conditions contained in the Service Level Agreement set forth on Attachment C to this Agreement.

2. **TERM.** The term of this Agreement shall be **thirty six (36)** months from the initial service installation date. Should Blackfoot Communications continue to provide the Services after this term without further agreement, the Services will continue on a month-to-month basis using the then applicable month-to-month rate generally offered by Blackfoot Communications to similar customers.
3. **CHARGES.** Customer agrees to pay the charges for Services set forth in Attachment A. Applicable taxes and government surcharges shall be added to these charges. Charges will commence upon the provision of Services as evidenced by Blackfoot Communications' records and the rates set forth on Attachment A are guaranteed for the term of this Agreement.
4. **FEDERAL AND STATE TAXES AND CHARGES.** Any sales, use, privilege, excise, or franchise tax or similar taxes or impositions levied by the Federal, State, or Local government or any political subdivision or taxing authority may be billed by Blackfoot Communications to the Customer.
5. **BILLING FOR SERVICE.** Customer shall be billed for the Services one month in advance and agrees to pay each bill in full within 30 days of receipt of the bill. After the payment due date, late payment charges are applicable and they will be calculated and assessed at 1% per month of the unpaid balance. Any unpaid balance that remains outstanding 90 days from the payment due date will be cause for termination of service.
6. **SERVICE MOVES AND CHANGES.** Customer may make changes in the Services from the original quantities and/or installation location(s) identified in Attachment A of this Agreement provided that Customer and Blackfoot Communications execute a separate written Supplement of Agreement covering the change. Additional Services may require the Customer pay installation or other non-recurring charges. Service moves may involve construction charges and other non-recurring charges. Additional bandwidth, in 1 Meg increments (\$70.00 per month, \$91.00 installation charge per order), may be added at the Customer's request during the term of this Agreement. Delivery of additional bandwidth will be provided within three (3) business days from the date Blackfoot Communications receives a request for such additional bandwidth.
7. **TERMINATION.** Either party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given to the other party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement. Any such termination of the Services shall not prejudice the rights of Blackfoot Communications to collect any amounts due under this Agreement. Customer understands that Blackfoot Communications has a substantial investment in facilities and equipment purchased to provide the Services to the Customer. Therefore, if Blackfoot Communications terminates this Agreement for cause, or if Customer terminates this Agreement without cause,

together with the attachments attached hereto constitutes the entire understanding between Customer and Blackfoot Communications with respect to the Services provided herein and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

DigitalBridge Communications Corp.

Customer Name

Authorized Signature

Name Printed or Typed

Date

Joe Kochan
V.P. Operations
44675 Cape Court Suite 130
Ashburn VA 20157
Address for Notice

Blackfoot Communications, Inc.

Authorized Signature

Name Printed or Typed

Date

1221 North Russell Street
Missoula, MT 59808

THIS PURCHASE AGREEMENT (hereinafter "**Agreement**") is entered into as of this 21 day of December, 2006 (hereinafter "**Effective Date**"), by and between ALVARION, INC., a corporation organized and existing in accordance with the laws of Delaware having its principal place of business at 2495 Leghorn Street, Mountain View CA 94043 (hereinafter "**Supplier**"), and DIGITALBRIDGE COMMUNICATIONS CORP., a corporation organized and existing in accordance with the laws of Delaware having its principal place of business at 44675 Cape Court, Suite 130, Ashburn, VA 20147 (hereinafter "**Purchaser**").

RECITALS

Whereas, Supplier is engaged in the business of developing, manufacturing, distributing and selling broadband wireless equipment (the "**Products**") and related ancillary support services (the "**Services**"); and

Whereas, Purchaser desires to purchase from time to time certain Products and Services, subject to and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. SCOPE OF THE AGREEMENT

This Agreement and all of its appendices regulate the terms and conditions for the supply of certain Products and Services by Supplier to the Purchaser in consideration of timely payment by Purchaser to Supplier for the supplied Products and Services, all as further set out in this Agreement and its appendices.

2. PURCHASE OF PRODUCTS

2.1. Purchase of Products. Subject to all the terms and conditions of this Agreement, Purchaser may purchase Products and/or Services, by submitting to Supplier a Purchase Order as set forth in greater detail in Section 4 hereof, for use in the Territory. The Products and any part thereof are provided for Purchaser's sole and exclusive use, and may not be sublicensed to, or distributed to any other party with the exception of retail customers of Purchaser. In addition, Supplier will license to Purchaser any and all firmware and other software embedded in Products and documentation relating thereto (collectively "**Software**") in accordance with the terms of Section 17 of this Agreement and Exhibit E hereto.

2.2. Purchase Coordinators. Purchaser and Supplier will each appoint an individual within each of their respective organizations to (a) serve as a primary point of contact between the parties in connection with the purchase of the Products and Services; (b) oversee and manage their respective business and technical teams; (c) address technical and resource allocation issues arising in connection with the purchase of the Products and Services; and (d) have first tier responsibility for resolving business and/or technical disputes that may arise. Any change of such individual point of contact shall be immediately notified in writing to the other party.



publicly traded company on the Nasdaq and on the Tel-Aviv Stock Exchange and as such is required to provide reports and/or make announcements, from time to time, as required under applicable securities Acts and regulations.

20.11. List of Attachments. The following attachments are attached to this Agreement and incorporated herein by this reference:

<u>Appendix A-</u>	Form of Purchase Order
<u>Appendix B-</u>	Prices
<u>Appendix C-</u>	List of Services
<u>Appendix D-</u>	Service Level Agreement
<u>Appendix E-</u>	License Agreement
<u>Appendix F-</u>	Financing Agreement
<u>Appendix G-</u>	Warranty and RMA Policy

IN WITNESS WHEREOF, Supplier and Purchaser each sign this Agreement as of the Effective Date, defined as the last date signed by Supplier below:

ALVARION, INC.

PURCHASER

By: LS
Name: Debra Gruber
Title: cto

By: [Signature]
Name: Joseph Kocchan
Title: SECRETARY & TREASURER

By: [Signature]
Name: GREG DAILY
Title: PRESIDENT

By: _____
Name: _____
Title: _____

Greg Daily
President
Alvarion, Inc.

Lior Barak

Lior Barak

2-5-07



CYBERCENTER CUSTOMER CARE SERVICE AGREEMENT

This CYBERCENTER CUSTOMER CARE SERVICE AGREEMENT ("Agreement") is made and entered into in Miramar, Florida, as of the _____ day of August, 2006, by and between Willow CSN Incorporated, a Delaware Corporation ("WILLOW") and, a(n) Digital Bridge Communications Corporation ("CUSTOMER").

WHEREAS, CUSTOMER desires to obtain "Service", as hereinafter defined, and WILLOW desires to provide such Service to CUSTOMER, all on the terms, conditions, and provisions hereinafter set forth.

THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **DEFINITIONS.** Except to the extent otherwise set forth herein, the following definitions shall apply with respect to this Agreement:

"Application" shall mean a specific customer call type as described in the Statement of Work set forth in Schedule 1 hereto (the "Statement of Work").

"CyberAgents" shall refer to individuals who are certified by WILLOW to provide customer service representative services from remote locations on behalf of CUSTOMER.

"CyberCorp" shall mean an incorporated entity, engaged as a contractor by WILLOW, organized to provide customer representative services ("CSR Services") for a fee, has a principal owner who is certified as a CyberAgent and is actively involved in the direction of the business and performance of CSR services as an employee of the CyberCorp.

"Default" shall mean where a party becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts when due.

"Effective Date" shall mean the date set forth in the introductory paragraph hereof.

"Service" or "Services" shall mean the services specified in the Statement of Work.

"Ramp-Up Period" shall mean, for each Application of CUSTOMER subject to this Agreement, the period commencing the Effective Date and ending on the date that the first live production call is handled by a CyberAgent for the CUSTOMER.

"Term" shall have the meaning set forth in Section 5 of this Agreement.

"Volume Commitment" shall have the meaning set forth in the Statement of Work applicable to each Application.

2. **THE SERVICE.** CUSTOMER agrees to use, and WILLOW agrees to provide, the Service, under the terms and conditions of this Agreement.

3. **SCHEDULES AND EXHIBITS.** The following Schedules and/or Exhibits are attached hereto and made a part hereof:

Schedule 1 hereto is the Statement of Work, which sets forth the services to be provided by WILLOW to CUSTOMER pursuant to agreed upon service level requirements of CUSTOMER, as well as the respective resource requirements and responsibilities of each of WILLOW and CUSTOMER with respect thereto. The parties hereto each agree to perform their respective obligations contained in Schedule "1".

4. **CUSTOMER'S APPLICATION(S).**

4.1 **Initial and Additional Applications.** The initial Application of CUSTOMER subject to this Agreement is set forth in the Statement of Work ("Initial Application"). Any additional Applications that the Parties hereto desire to become part of this Agreement shall be added to this Agreement by addendum to the Statement of Work, which shall be executed by both Parties.

4.2 **Duration of Each Application.** Except as otherwise provided in the Statement of Work, each Application of CUSTOMER subject to this Agreement shall have a duration of three (3) years from the first day of the month subsequent to the end of the Ramp-Up Period with respect to each such respective Application (the "duration period").

5. **TERM.** The term of this Agreement shall be effective as of the Effective Date and continue until the expiration of the last outstanding duration period referred in Section 4.2 hereof (the "Term").

6. **PAYMENT TERMS.** WILLOW shall render semi-monthly invoices for the Services rendered to CUSTOMER. CUSTOMER shall pay by electronic funds transfer the entire amount of such invoices within fifteen (15) days from the date of CUSTOMER's receipt of each invoice. Any amounts remaining unpaid for more than fifteen (15) days after the date of CUSTOMER's receipt of the invoice shall be subject to interest thereon equal to one percent (1.0%) per month.

7. **SERVICE RATES.** On and subject to the terms and conditions of this Agreement, WILLOW shall provide CUSTOMER with the Service and CUSTOMER shall pay WILLOW for such Service at the particular rates as set forth in the Statement of Work hereto.

8. **TERMINATION.** Either party may terminate this Agreement forthwith if the other party is in Default. In addition, in the event either party breaches a material obligation under this Agreement, the other party shall give the breaching party written notice of the breach, specifying the nature of the breach and the steps necessary to effect a cure thereof, and request that the breach be cured ("Cure Notice"). If the

EXCLUDED UNDER CLAUSE (1) OF THIS SENTENCE); PROVIDED, HOWEVER, THAT THE AGGREGATE AMOUNT OF ALL SUCH ACTUAL, DIRECT DAMAGES THAT ARISE OUT OF, OR RELATE TO, ANY AND ALL EVENTS AND OCCURRENCES SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED AN AMOUNT EQUAL TO THE GREATER OF \$100,000 OR THE AGGREGATE AMOUNT OF THE ROLLING 12 MONTHS OF CYBERCENTER CUSTOMER CARE SERVICE FEES ACTUALLY PAID BY CUSTOMER TO WILLOW UNDER THIS AGREEMENT PRIOR TO THE MONTH IN WHICH CUSTOMER ASSERTS A CLAIM AGAINST WILLOW (THE "CAP AMOUNT"). THE LIMITATIONS EXPRESSED IN THE IMMEDIATELY PRECEDING SENTENCE SHALL NOT APPLY TO OR LIMIT CUSTOMER'S LIABILITY FOR ANY CLAIMS FOR PAYMENT OF THE FULL INVOICED AMOUNTS THAT MIGHT BE DUE TO WILLOW HEREUNDER OR FOR PAYMENT OF THE BALANCE OF THE AGGREGATE VOLUME COMMITMENT REMAINING UNDER THE TERM OF THIS AGREEMENT, OR, PRECLUDE EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF. THE CAP AMOUNT SHALL NOT APPLY TO OR LIMIT EITHER PARTY'S LIABILITY FOR ACTUAL, DIRECT DAMAGES FOR ANY CLAIMS OF A BREACH OF ITS RESPECTIVE OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY) OR TO LIMIT WILLOW'S LIABILITY UNDER SECTION 12 (INFRINGEMENT INDEMNIFICATION).


17. **COMPLIANCE WITH LAW.** CUSTOMER is responsible for ensuring that all goods and services offered by CUSTOMER, that all materials provided to WILLOW by CUSTOMER to be used in connection with the Service under this Agreement, and that all aspects of CUSTOMER's business, all comply with all applicable laws and regulations in all jurisdictions in and to which the Service is provided to CUSTOMER hereunder. WILLOW is responsible for ensuring that all Service provided to CUSTOMER under this Agreement are performed in compliance with all applicable laws and regulations in all jurisdictions in and to which the Service is provided by WILLOW hereunder.

18. **MISCELLANEOUS.** All Schedules attached to this Agreement are expressly made a part of this Agreement as though completely set forth in it. All references to this Agreement shall be deemed to refer to and include this Agreement and all such Schedules. In executing this Agreement, each party acknowledges that it does not rely on

any inducements, promises or representations of the other party or any agent of the other party, other than the terms and conditions specifically set forth in this Agreement. This Agreement constitutes the entire understanding between the parties hereto and supersedes all negotiations, representations, prior discussions and preliminary agreements between the parties hereto. This Agreement shall be construed as though all parties had drafted it. This Agreement may not be modified except by a written instrument signed by WILLOW and by CUSTOMER. The provisions of Section 10, along with such other provisions, which by their nature, should reasonably survive the expiration of the Term of this Agreement or its earlier termination, shall survive the expiration of the Term of this Agreement or its earlier termination. If a legal action, arbitration or other proceeding is brought in connection with any provision of this Agreement, the party that prevails by enforcing this Agreement shall be entitled to recover reasonable attorney's fees, expenses and costs incurred, both before and after judgment, in addition to any other relief to which it may be entitled. This Agreement shall inure to and bind the successors and assigns of the respective parties hereto. Except in conjunction with the sale of all or substantially all of its assets, neither party hereto may sell or assign any of its rights or delegate any of its duties or obligations under the terms of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. No such permitted sale or assignment shall relieve CUSTOMER of its liabilities under this Agreement, including all payment obligations, which shall continue hereunder. Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of the other party or parties. No course of dealing or performance between the parties hereto, nor any delay in exercising any rights or remedies hereunder or otherwise, shall operate as a waiver of any of the rights or remedies of any party hereto. The provisions of this Agreement shall be severable. It is the intention and agreement of the parties that all of the terms and conditions hereof be enforced to the fullest extent permitted by law. WILLOW and CUSTOMER agree that no third party shall be deemed to be a beneficiary of any rights of privileges under this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

DIGITAL BRIDGE COMMUNICATIONS
By: 
P. Kelly Dunne, CEO

WILLOW OSN INCORPORATED
By: 
Angela Selden, CEO

Draft 9-17-07

TELECOMMUNICATION SERVICES AGREEMENT

THIS TELECOMMUNICATION SERVICES AGREEMENT (this "Agreement") is made this 19th day of September, 2007, by and between Syringa Networks, LLC, an Idaho limited liability company ("Syringa Networks") and DigitalBridge Communications Corp. ("Customer").

RECITALS

A. Syringa Networks owns and operates SONET fiber optic rings in southern Idaho ("SONET Rings"), together with such associated facilities, equipment or services, including but not limited to switches and electronic equipment, necessary or convenient for the purpose of transporting telecommunications traffic, and for other purposes.

B. Customer desires to purchase and use certain services provided by Syringa Networks as more particularly set forth herein.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Agreement.** Syringa Networks agrees to provide, and Customer agrees to purchase from Syringa Networks, the telecommunication services described in Exhibit A ("Telecommunications Services"), which is attached hereto and incorporated by reference herein.

1.1. **Service and Price Changes.** Unless otherwise specified in Exhibit A to this Agreement, Syringa Networks reserves the right to cancel or change any service offering or alter the prices for individual Telecommunication Services upon ninety (90) days written notice to Customer.

1.2. **Additional Services.** With Syringa Networks' concurrence, Customer may order additional or different Telecommunication Services, and each such change or addition will be memorialized in a revised Exhibit A. Each revision of Exhibit A will be incorporated in this Agreement in the same manner as the original Exhibit A.

1.3. **Other Providers.** Customer acknowledges and agrees that certain Telecommunication Services, or components thereof, may be offered by Syringa Networks' affiliates, underlying service providers, subcontractors or vendors.

1.4. **Non-Exclusive.** This Agreement is non-exclusive and shall not prevent or prohibit either Party from entering into similar agreements for similar services with third parties.

2. **Compensation**

2.1. **Payment of Compensation.** Customer shall pay to Syringa Networks the charges for the Telecommunication Services set forth in Exhibit A.

The parties have executed this Agreement on the date first above written.

Customer:

DigitalBridge Communications Corp.

By: [Signature]
Name: James H. Smith
Its: [Signature]

Syringa Networks:

Syringa Networks, LLC, an Idaho limited liability company

By: Stephen F. Maloney
Name: STEPHEN F. MALONEY
Its: GEN'L MGR

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is entered into this 27th day of NOVEMBER, 2007 (the "Effective Date") by and between INDIANA FIBER NETWORK, LLC, an Indiana limited liability company ("Supplier"), whose address is 5520 West 76th Street, Indianapolis, Indiana 46268 and DigitalBridge Communications Corp., a Delaware corporation ("Customer"), whose address is 44675 Cape Court, Suite 130, Ashburn, VA 20147 (hereinafter, Supplier and Customer may be referred to in the aggregate as "Parties", and each singularly as a "Party").

Recitals

WHEREAS, Customer desires to purchase network transport and other telecommunications services from Supplier; and

WHEREAS, Supplier is willing to provide such network transport and other telecommunications services to Customer on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties agree as follows:

ARTICLE 1 SERVICES

1.01 Services. (a) During the Initial Term (as hereinafter defined) of this Agreement, Customer may order from Supplier the network transport and other telecommunications services identified on the attached Exhibit "A" (the "Services") at the rates, term and charges identified therein by submitting to Supplier its order for such Services on such form as Supplier may prescribe from time to time (each an "Order for Services"). Each Order for Services submitted by Customer and accepted by Supplier shall be considered a separate contract between the Parties that incorporates the terms of this Agreement.

(b) To the extent Supplier has the facilities available to provide such Services and accepts the Order for Services from Customer, Supplier shall provide to Customer the requested Services identified and agreed upon in an Order for Services, which shall contain the specific description of the Services ordered, and, period of time that Customer agrees to purchase such Services. All terms and conditions for the Services ordered shall be contained in the Order for Services and shall incorporate the terms and conditions of this Agreement. The pricing for the Services are set forth in Exhibit "A", which prices will remain fixed for all Orders for Services submitted by Customer and accepted by Supplier during the Initial Term of this Agreement.

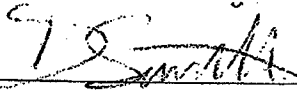
(c) Orders for Services will be transmitted and processed in accordance with the procedures set forth in Exhibit "B", which procedures may be amended from time to time by Supplier upon twenty (20) days prior written notice to Customer.

IN WITNESS WHEREOF, the Parties by their authorized representative have executed this Agreement on the date first above written.

DigitalBridge Communications Corp.

Indiana Fiber Network, LLC

By:



By:

Printed Name:

DOUGLAS H. SMITH

Printed Name:

Title:

CIO

Title:

• Attachments

- Exhibit A: Services and Pricing
- Exhibit B: Order for Services Processing Procedures
- Exhibit C: Service Level Agreement



ALIANZA HOSTED SOFTWARE & SERVICES AGREEMENT

Signature Page:

This Hosted Software and Services Agreement ("Agreement") is made effective as of the Effective Date (as set forth below), by and between Alianza Global Communication Services, LLC ("Alianza"), a Utah limited liability company having a principal place of business at 333 S. 520 W., Suite 350, Lindon, Utah 84042 and the Service Provider ("Service Provider") named below.

Service Provider Information:

Service Provider Legal Name:	DigitalBridge Communications Corp.
Main Contact (for notification):	Doug Smith
Title:	Chief Information Officer
Phone:	(703) 723-5571
Fax:	
E-mail:	doug.smith@dbcmail.com

Address:	44675 Cape Court
Address (2):	Suite #130
City:	Ashburn
State:	Virginia
Country:	USA
Zip (Mailing Code):	20147

Effective Date:	March 8, 2008
-----------------	---------------

SERVICE PROVIDER ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT, INCLUDING EXHIBITS, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

ALIANZA


Signature:	
Name:	Brian Beutler
Title:	CEO
Date:	March 8, 2008


SERVICE PROVIDER


Signature:	
Name:	P. Kerby Dumas
Title:	CEO
Date:	March 10, 2008

9. **Licenses and Permits:** Service Provider will, and will require its Distributors to, comply with all applicable international, national, state, and local laws and regulations and will maintain all licenses, permits, concessions, tariffs, etc., required for the sale, provision, and invoicing of Services to End-Users.
10. **Notice of Violation:** If Service Provider or a Distributor receives any notice or becomes aware of any violation of any law, statute, rule, regulation or ordinance by the Alianza Services or the use thereof, they will promptly notify Alianza of such notice or violation. Service Provider represents, warrants, and covenants that its Distributors are not, and will not be, located in, under the control of, or a national or resident of any country on the United States Commerce Department's Table of Denial Orders.
11. **Fees and Payment:** Service Provider bears sole responsibility to pay the fees set forth in this Agreement regardless of any non-payment by any of its Distributors. Service Provider will solely establish and define the Services it provides to Distributors and determine the prices that it charges for such Services to its Distributors.
12. **Warranty Disclaimer:** SERVICE PROVIDER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF ALIANZA TO ANY DISTRIBUTOR.
13. **Defense by Service Provider:** Service Provider will defend Alianza from any third party claim that arises out of, results from or relates to: (a) Any Distributors' access to or use of, or attempts to access or use, any of the Third Party Services; (b) Any Distributor's breach of their Agreement with Service Provider; and (c) any unauthorized use of the Services by Distributor during the term of this Agreement..
14. Except as expressly stated in this Amendment, the terms and conditions of the Agreement remain unchanged and in full force and effect.

The parties execute this Amendment by their duly authorized representatives effective as of the Amendment Effective Date.

ALIANZA	
Signature:	
Name:	Brian Beutler
Title:	CEO
Date:	March 8, 2008

SERVICE PROVIDER	
Signature:	
Name:	P. Kersey Dunne
Title:	CEO
Date:	March 10, 2008

BB 

**AMENDMENT NO. 2 TO
ALIANZA HOSTED SOFTWARE & SERVICES AGREEMENT**

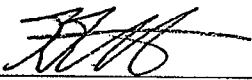
This Amendment No. 1 ("Amendment") to the Hosted Software and Services Agreement ("Agreement") between Alianza Global Communication Services, LLC ("Alianza"), and DigitalBridge Communications Corp. ("Service Provider") with the Effective Date of March 8, 2008 X is entered into between Alianza and Service Provider as of March 8, 2008 ("Amendment Effective Date").

In consideration of the promises and covenants contained in the Agreement and in this Amendment, the parties hereby agree as follows:

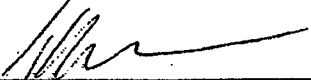
1. Terms that are initially capitalized in this Amendment that are not otherwise defined have the meaning ascribed to them in the Agreement.
2. Within 180 days of the Effective Date of this Agreement, Alianza agrees to establish a Master Software Escrow Agreement with Iron Mountain as its independent escrow agent (the "Master Software Escrow Agreement") for software originally created by Alianza that is required to provide the Services and shall name Service Provider a beneficiary thereto. After Service Provider has been added to the Master Software Escrow Agreement as a beneficiary, the Master Software Escrow Agreement shall not be modified in any manner which adversely affects Service Provider's rights thereunder, without Service Provider's prior written consent. Service Provider will be responsible for the charges associated with being added as a beneficiary under the Master Software Escrow Agreement. The Master Software Escrow Agreement shall provide standard release conditions reasonably acceptable to Service Provider.
3. Except as expressly stated in this Amendment, the terms and conditions of the Agreement remain unchanged and in full force and effect.

The parties execute this Amendment by their duly authorized representatives effective as of the Amendment Effective Date.

ALIANZA

Signature:	
Name:	Brian Beutler
Title:	CEO
Date:	March 8, 2008

SERVICE PROVIDER

Signature:	
Name:	P. Kelly Dunne
Title:	CEO
Date:	10 MARCH 2008

SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is entered into this 27th day of September, 2006 by Aria Systems LLC, a Pennsylvania limited liability company with offices located at 1400 North Providence Road, Suite 210, Media, Pennsylvania 19063 ("**Aria**"), and DigitalBridge Communications Corp., a Delaware corporation, with offices located at 44675 Cape Court, Suite 130, Ashburn, Virginia 20147 ("**Client**").

RECITALS

A. Aria offers its customers billing, customer management and related services as set forth in this Agreement and as described on Aria's website at www.ariasystems.com (the "**Website**").

B. Client is engaged in the business of providing broadband internet services to underserved markets throughout the United States (the "**DBC Services**"). Client desires to use Aria's services to bill and otherwise manage its relationships with its customers.

NOW, THEREFORE, Aria and Client (each, a "**Party**" and collectively, the "**Parties**"), intending to be legally bound, agree as follows:

1. DEFINITIONS

- 1.1 "**Client Content**" means any Intellectual Property Rights owned by Client, including but not limited to logos, software and other materials of Client that Client provides to Aria to facilitate Aria's provision of the Services.
- 1.2 "**Effective Date**" is the date first written above.
- 1.3 "**End User**" means a customer of Client's DBC Services to whom Aria makes Services available hereunder anytime throughout the applicable month.
- 1.4 "**Intellectual Property Rights**" means all trademarks, trade names, domain names, service marks, copyrights, copyright registrations, patents, patent applications, trade secrets and any other similar intellectual property rights whether existing upon the Effective Date or arising thereafter.
- 1.5 "**Services**" means, as applicable, the registration services, billing services, user self services, customer relationship management services and other services and technical support to be provided by Aria hereunder, all as described in Exhibit A attached hereto.

By: 

P. Henry Downs
Name

CEO

Title

18 Sept 2006

Date

By: 

Edward J. Papin
Name

V.P.

Title

9-27-06

Date

Draft 5-16-08

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into as of the ____ day of May 2008 (the "Effective Date"), by and between AFTERIMAGE GIS, an LLC corporation with its principal place of business at 808 E Cooper Rd Muncie, IN 47303 ("AfterImage") and DIGITALBRIDGE COMMUNICATIONS CORP., a Delaware corporation with its principal place of business at 44675 Cape Court, Suite 130, Ashburn, VA 20147 ("DBC").

RECITALS:

- (A) AfterImage is in the business of analyzing, developing and designing RF networks; and
- (B) DBC wishes to engage AfterImage to provide the Services (as attached) on the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the terms, conditions and provisions of this Agreement and for other good and valuable consideration, the parties hereby agree as follows:

1. Scope of Services Subject to the terms and conditions of this Agreement, AfterImage agrees to provide DBC the services as set forth on Attachment A to this Agreement.

Each of the attached services together with related ancillary services in connection with analyzing, developing and designing an RF network shall collectively be referred to herein as the "Services". Both parties acknowledge that the exact type of Services required for each RF network that DBC seeks to deploy (each a "Deployment Project") may differ as a result of several factors including but not limited to each Deployment Project's geographic location and demographic characteristics.

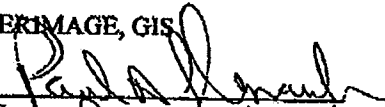
2. The Services.

2.1 AfterImage warrants that the Services will be performed, and any deliverables or work product created in the performance of the Services described on Attachment A ("Work Product") shall be furnished: (i) timely and with reasonable care and skill in a diligent and competent manner; (ii) in material conformity with this Agreement, including Attachment A, and any specifications and documentation furnished to DBC by AfterImage in connection therewith; and (iii) without infringement upon any patent rights, copyrights, trademarks, trade secrets or other proprietary information of any third party. In the event of any conflict between any provision of this Agreement and any provision of Attachment A, the provisions of this Agreement shall govern. AfterImage shall not subcontract the Services or any portion thereof without DBC's prior written

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

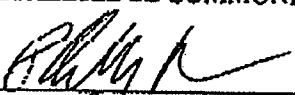
AFTERIMAGE, GIS

By:


Name: Paul A. Shanahan
Title: CEO

DIGITALBRIDGE COMMUNICATIONS CORP.

By:


Name: P. Kelley Dennis
Title: CEO

Broadband Initiatives Program and Broadband Technology Opportunities Program

Supplemental 1

DigitalBridge Communications Corp.

Attached please find the cover page of the Master Lease Templates that DigitalBridge currently has in place with the following national tower companies:

1. Verizon
2. SBA
3. Crown Castle

Complete copies of these agreements are available upon request.

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("Master") made the 11th day of April, 2008, between Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called Licensor, and DigitalBridge Communications Corp., with its principal office at 44675 Cape Court, Suite 130, Ashburn, Virginia 20147 hereinafter called Licensee.

WITNESSETH:

WHEREAS, the Licensor and Licensee desire to enter into this Master to define the general terms and conditions which would govern their relationship with respect to particular sites at which the Licensor may wish to permit Licensee to license certain space as hereinafter set forth; and

WHEREAS, the Licensor and Licensee acknowledge that they will enter into a supplement ("Supplement") a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the parties agree to license.

NOW, THEREFORE, in consideration of mutual promises hereafter made and tending to be legally bound hereby, Licensor and Licensee agree as follows:

1. Licensor hereby agrees to License to Licensee that certain space on or at Licensor's building, property and/or tower ("Property") together with the non-exclusive right for ingress and egress, all as more fully described in the applicable Supplement. The portion of the Property licensed to the Licensee is hereinafter referred to as the "Premises" and will be more fully described on the applicable Supplement. The parties acknowledge that different related entities may operate or conduct the business of the Licensor in different areas. As a result, the parties agree that each Supplement will be signed by the Licensor or by an entity which is licensed or its principal, affiliate, subsidiary or subsidiary of its principal, on the one hand, and on the other hand, by the Licensee.

2. Each Supplement shall be for a term of five (5) years commencing on the earlier of (i) one hundred twenty (120) days following execution of the applicable Supplement or (ii) commencement of construction. In the

ANTENNA SITE AGREEMENT

1. **Premises and Use.** SBA TOWERS II LLC, a Florida limited liability company ("Owner") leases to DIGITALBRIDGE COMMUNICATIONS CORP., a Delaware corporation ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 36 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. The placement of substitution equipment in accordance with Section 9 shall not constitute additional equipment unless the same shall utilize additional space or capacity. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one-hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of the date Tenant begins installation of its Equipment at the Site or _____.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of _____ Dollars (\$_____.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by ___% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties.

4. **INTENTIONALLY DELETED.**

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner; (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the ground lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the ground lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the ground lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the ground lease, unless Owner's rights under the ground lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. **Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an



Customer Site Name:
Customer Site No.:

Crown Site Name:
JDE Business Unit:
License Identifier:

SHORT FORM TOWER LICENSE AGREEMENT

THIS SHORT FORM TOWER LICENSE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 200____, (the "Effective Date") between Please pick from the list of Crown Operating Entities, Location-CORPORATE LICENSING/REFERENCE - Licensing/01 - COMPLETING A STANDARD SUPPLEMENTAL LEASE -- LICENSE AGREEMENT - SLA , a Delaware limited liability company [Note - in the case of Crown Communication Inc. add reference to the appropriate fictitious name, if applicable, as indicated in the "List of Fictitious Names"; or in the case of Crown Castle South LLC add the following: "(Crown Castle South Inc., a Delaware corporation, was converted pursuant to Delaware law to Crown Castle South LLC, a Delaware limited liability company, effective December 31, 2001)"], with its principal place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and DigitalBridge Communications Corp., a Delaware corporation, with its principal place of business at 44675 Cape Court, Suite 130, Ashburn, Loudoun County, Virginia _____ ("Licensee").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" Any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjustment Date" The date on which the Basic Payment shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern, as described in Section 2.3 below.

"Base Fee" The then-current Basic Payment, as described in Section 5.2 below.

"Basic Payment" The consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below and subject to adjustment as described in Section 5.2 below.

"Closeout Documentation" As-built drawings and other installation documentation required by Licensor, as described in Section 2.6 below.

"Consumer Price Index" The index published by the Bureau of Statistics of the U.S. Department of Labor for Urban Wage Earners and Clerical Workers For All Items (CPIW) U.S. City, Average (1982-84=100) or the successor thereto.

"Conveyance" Including, without limitation, any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

Prepared by:
Prepared on:

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

**U.S. Department of Agriculture
Broadband Initiatives Program**

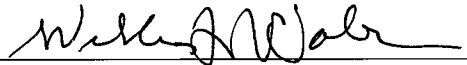
We, DigitalBridge Communications Corp. (the Applicant) the undersigned certify, to the best of our knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on our behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, we shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions. See <http://www.whitehouse.gov/omb/grants/sflllin.pdf> for Disclosure Instructions.
- (3) We shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

August 11, 2009

(Date)



(Authorized Representative's Signature)

Name: William F. Wallace

Title: Executive Vice President Policy &
External Affairs

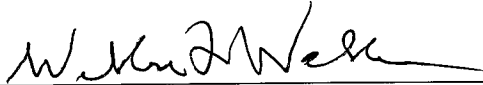
**Certification Regarding Debarment, Suspension, and Other Responsibility Matters –
Primary Covered Transactions**

**U.S. Department of Agriculture
Broadband Initiatives Program**

This certification is required by the regulations implementing Executive Order 12549, *Debarment and Suspension*, 7 C.F.R. § 3017.510, *Participants' Responsibilities*.

- (1) We, DigitalBridge Communications Corp. (the Applicant) (hereinafter the “Company”) hereby certify to the best of our knowledge and belief that neither the Company, nor any of its principals:
- (a) are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have within a 3-year period preceding this Application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.

August 11, 2009
(Date)


(Authorized Representative's Signature)

Name: William F. Wallace

Title: Executive Vice President Policy & External
Affairs

**Uniform Relocation Assistance and Real Property Acquisition
Policies Act of 1970 Certification**


**U.S. Department of Agriculture
Broadband Initiatives Program**

We, DigitalBridge Communications Corp. (the Applicant) assure the U.S. government that we will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 *et seq.*, and with implementing federal regulations in 49 C.F.R. Part 24 and 7 C.F.R. Part 21.

Specifically, we assure that whenever Federal financial assistance is used to pay for any part of the cost of a program or Project which will result in the displacement of any person:

- (a) Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons in accordance with sections 202, 203, and 204 of the Uniform Act;
- (b) Relocation assistance programs offering the services described in section 205 of the Uniform Act shall be provided to displaced persons; and
- (c) Within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with section 205(c) (3) of the Uniform Act.

August 11, 2009
(Date)


(Authorized Representative's Signature)

Name: William F. Wallace

Title: Executive Vice President Policy & External
Affairs

Certification Regarding Architectural Barriers

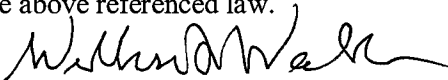
**U.S. Department of Agriculture
Broadband Initiatives Program**

All facilities financed with Rural Development loans that are open to the public, or in which physically handicapped persons may be employed or reside, must be designed, constructed, and/or altered to be readily accessible to, and usable by, handicapped persons. Standards for these facilities must comply with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*) and with the Uniform Federal Accessibility Standards (UFAS), (Appendix A to 41 C.F.R. subpart 101-19.6).

As a prospective primary participant recipient of financial assistance from Rural Development, this organization commits to carry out Rural Development's established policy to comply with the requirements of the above referenced law to the effect that all facilities must be readily accessible to and usable by handicapped persons.

We, DigitalBridge Communications Corp. (the Applicant) hereby certify that, as a prospective recipient under the Rural Broadband Access Loan and Loan Guarantee Program, we are in compliance, or will be in compliance upon completion of the Project, with the above referenced law.

August 11, 2009
(Date)


(Authorized Representative's Signature)

Name: William F. Wallace

Title: Executive Vice President Policy & External
Affairs

Equal Opportunity and Nondiscrimination Certification

U.S. Department of Agriculture Broadband Initiatives Program

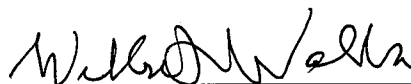
All loans and grants made under the Broadband Initiatives Program are subject to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, as amended, (7 C.F.R. Part 15); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 901 *et seq.*; 7 C.F.R. Part 15b); and the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*; 45 C.F.R. Part 90), and Executive Order 11375, Amending Executive Order 11246, Relating to Equal Employment Opportunity (3 C.F.R. 1966, 1970).

All recipients of financial assistance from Rural Development, the prospective primary participant commits to carry out Rural Development's established policy to comply with the requirements of the above laws and executive orders to the effect that no person in the United States shall, "on the basis of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Broadband Initiatives Program.

We DigitalBridge Communications Corp. (the Applicant) hereby certify that, as a prospective recipient under the said Broadband Initiatives Program, we will comply with the above referenced laws and executive orders.

August 11, 2009

(Date)



(Authorized Representative's Signature)

Name: William F. Wallace

Title: Executive Vice President Policy &
External Affairs

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT
DigitalBridge Communications Corp.

AWARD NUMBER AND/OR PROJECT NAME
Last Mile Broadband For Underserved Portions

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
William F. Wallace, Executive Vice President Policy & External Affairs

of Cassia, ID

SIGNATURE
William F. Wallace

DATE
August 11, 2009

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

<p>1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.</p> <p>2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</p> <p>3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.</p> <p>4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.</p> <p>5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.</p> <p>6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</p> <p>7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</p>	<p>8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).</p> <p>9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.</p> <p>10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p>
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Standard Form 424D (Rev. 7-97)

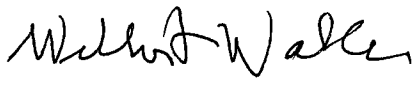
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Prescribed by OMB Circular A-102

<p>11. Will comply, or has already complied, with the</p>	<p>National Environmental Policy Act of 1969 (P.L. 91-</p>
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<p>requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C.874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) regarding labor standards of federally assisted construction subagreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the</p>	<p>190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).</p> <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, AAudits of States, Local Governments, and Non-Profit Organizations.@</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p>
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<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p><i>William F. Wallace</i> </p>	<p>TITLE</p> <p><i>Executive Vice President Policy & External Affairs</i></p>
<p>APPLICANT ORGANIZATION</p> <p><i>DigitalBridge Communications Corp.</i></p>	<p>DATE SUBMITTED</p> <p>August 11, 2009</p>

Certification Requirements for **BTOP**


U.S. Department of Commerce
Broadband Technology Opportunities Program

(i) I certify that I am authorized to submit this grant application on behalf of the eligible entity(ies) listed on this application, that I have examined this application, that all of the information and responses in this application, including certifications, and forms submitted, all of which are part of this grant application, are material representations of fact and true and correct to the best of my knowledge, that the entity(ies) that is requesting grant funding pursuant to this application and any subgrantees and subcontractors will comply with the terms, conditions, purposes, and federal requirements of the grant program; that no kickbacks were paid to anyone; and that a false, fictitious, or fraudulent statements or claims on this application are grounds for denial or termination of a grant award, and/or possible punishment by a fine or imprisonment as provided in 18 U.S.C. §1001 and civil violations of the False Claims Act.

(ii) I certify that the entity(ies) I represent have and will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders and programmatic rules and requirements relating to the project. I acknowledge that failure to do so may result in rejection or deobligation of the grant or loan award. I acknowledge that failure to comply with all federal and program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

(iii) I certify that the entity(ies) I represent has and will comply with all applicable administrative and federal statutory, regulatory, and policy requirements set forth in the DOC Pre-Award Notification, published in the Federal Register on February 11, 2008 (73 FR 7696), as amended; DOC Financial Assistance Standard Terms and Conditions (Mar. 8, 2009); DOC American Recovery and Reinvestment Act Award Terms (April 9, 2009); and any Special Award Terms and Conditions that are included by the Grants Officer in the award."

August 11, 2009
(Date)


(Authorized Representative's Signature)

William F. Wallace
Name:

Executive Vice President Policy & External Affairs
Title:

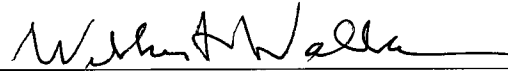
Certification Requirements for BTOP

U.S. Department of Commerce
Broadband Technology Opportunities Program

I certify that I am the duly authorized representative of the applicant organization, and that I have been authorized to submit the attached application on its behalf. A copy of the applicant organization's authorization for me to submit this application as its official representative is on file in the applicant's office, and I am identified as the applicant organization's Authorized Organization Representative (AOR) in the Central Contractor Registration database. By signing this certification, I certify that the statements contained in the application are true, complete, and accurate to the best of my knowledge, and that if an award is made, the applicant organization will comply with all applicable award terms and conditions.

August 11, 2009

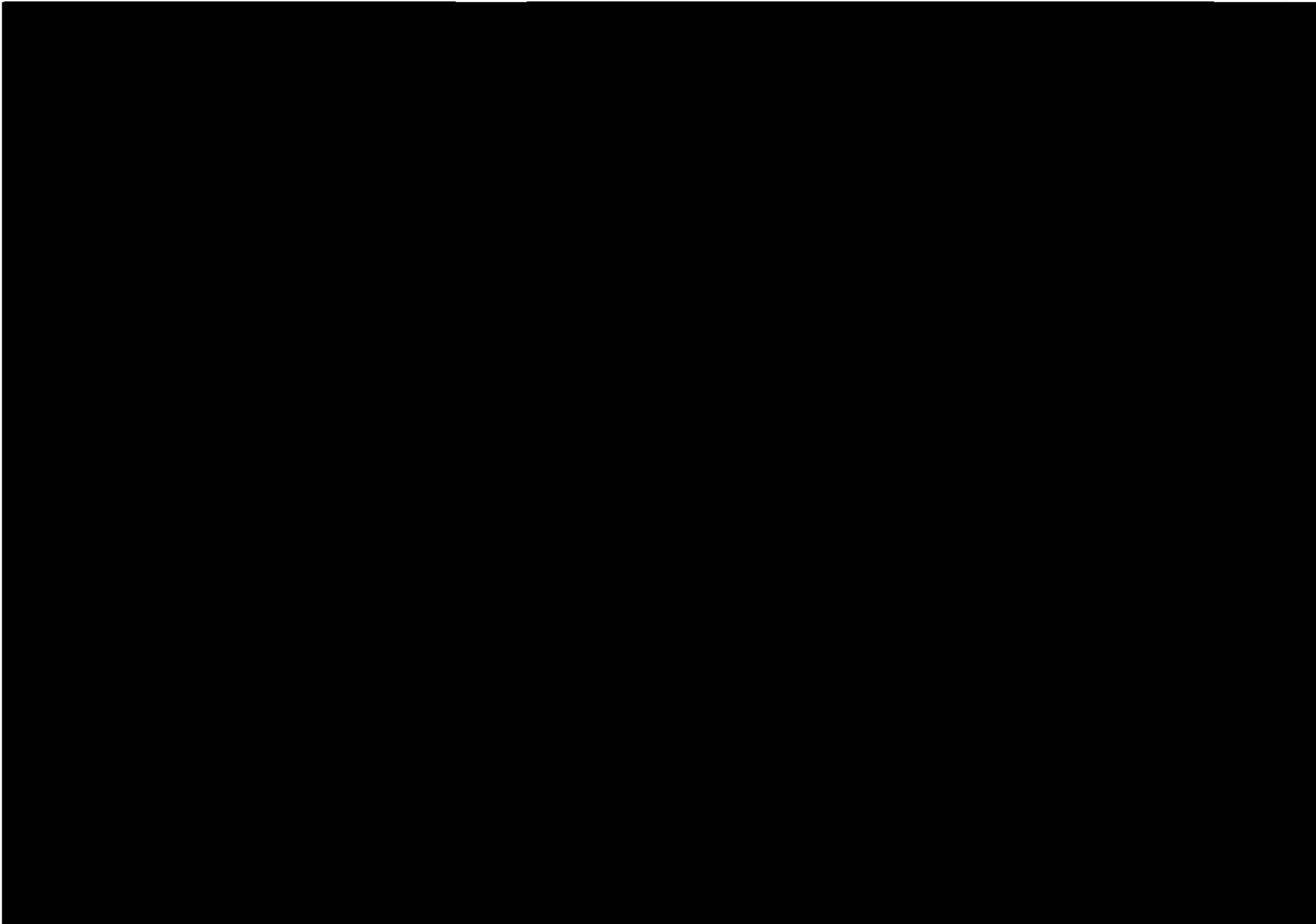
(Date)



(Authorized Representative's Signature)

Name: William F. Wallace

Title: Executive Vice President Policy & External Affairs



Network Design and Implementation Plan Certification (to be complete for projects requesting more than \$1 million in federal assistance)

**U.S. Department of Agriculture and U.S. Department of Commerce
BIP and BTOP Program**

We the undersigned, certify that the proposed broadband system will work as described in the System Design and Network Diagram sections, and can deliver the proposed services outlined in the Service Offerings Section. Moreover, the system, as designed, can meet the proposed build-out timeframe based on the resources designated in Project Viability Section and will be substantially complete in two years, and complete within three years.

August 12, 2009

(Date)

William F. Wallace

(Authorized Representative's Signature)

William F. Wallace

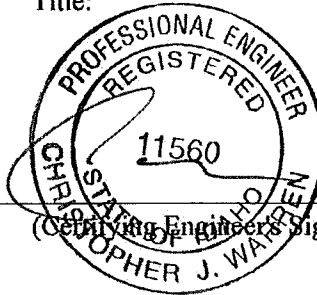
Name:

EVP Policy & Ext. Affairs

Title:

8/12/09

(Date)



(Certifying Engineer's Signature)

Christopher J. Warren

Name:

Principal

Title:

Infinigy Engineering & Surveying, PLLC