

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:

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.

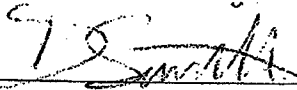
(c) Orders for Services will be transmitted and processed in accordance with the procedures set forth in Exhibit "B", which procedures may be amended from time to time by Supplier upon twenty (20) days prior written notice to Customer.

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
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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 16, 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**

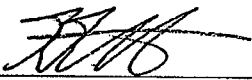
This Amendment No. 1 ("Amendment") to the Hosted Software and Services Agreement ("Agreement") between Alianza Global Communication Services, LLC ("Alianza"), and DigitalBridge Communications Corp. ("Service Provider") with the Effective Date of March 8, 2008 X is entered into between Alianza and Service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

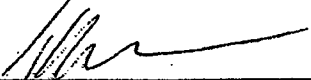
1. Terms that are initially capitalized in this Amendment that are not otherwise defined have the meaning ascribed to them in the Agreement.
2. Within 180 days of the Effective Date of this Agreement, Alianza agrees to establish a Master Software Escrow Agreement with Iron Mountain as its independent 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 21st 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: 

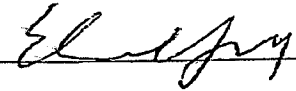
P. Henry Downs
Name

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.

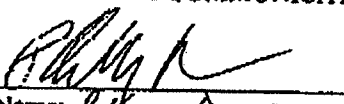
2. The Services.

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 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: DBC Twin Falls County

Census Tract	Block Group	Block
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980200	1	1003
980200	1	1004
980200	1	1005
980200	1	1006
980200	1	1007
980200	1	1008
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981300	1	1006
981300	1	1007
981300	1	1015
981300	1	1016
981300	1	1017
981300	1	1018
981300	1	1019
981300	1	1020
981300	1	1021
981300	1	1022
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981300	3	3006
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981300	3	3010
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981300	4	4007
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981300	4	4009
981300	4	4010
981300	4	4011
981300	4	4012
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981300	4	4014
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981300	5	5002
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981300	5	5010
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981300	5	5036
981300	5	5037
981300	5	5038
981300	5	5039
981400	1	1015
981400	1	1016
981400	1	1017
981400	1	1018
981400	1	1019
981400	1	1023
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981400	1	1035
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981400	1	1055
981400	1	1056
981400	1	1057
981400	1	1058
981400	1	1073
981400	1	1074
981400	1	1075
981400	1	1076
981400	1	1077

Area Name: DBC Twin Falls County

State	County	Community	BIP Rural Clasification	BIP Service Status	BTOP Rural Clasification	BTOP Service Status
ID	Twin Falls	Buhl 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	Twin Falls	Castleford 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	Twin Falls	Filer 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	Twin Falls	Hansen 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	Twin Falls	Hollister 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	Twin Falls	Kimberly 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	Twin Falls	Murtaugh 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	Twin Falls	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

**SUPPLEMENTAL INFORMATION 3 FOR CASSIA, GOODING, JEROME,
LINCOLN, MINIDOKA, AND TWIN FALLS COUNTIES:**

- Total number of critical community facilities, community anchor institutions, and public safety entities within proposed funded service areas
(Cassia=33;Gooding=29; Jerome=33; Lincoln=3; Minidoka=32; Twin Falls=37)
- Letter of local support
- Adoption survey instrument
- Certification of SDB status for TeleWorld Solutions



Region IV Development

August 7, 2009

Dear RUS or NTIA Application Evaluator,

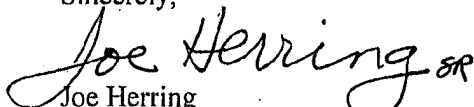
Region IV Development is the council of governments and economic development district representing Blaine, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls counties in Idaho. We have been working with DigitalBridge Communications to bring broadband services to the underserved portions of our 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
- 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
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- 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.

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	<u>\$ 8,915,556</u>	<u>\$ 9,124,167</u>

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	<u>295,086</u>	<u>95,101</u>
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	<u>(2,457)</u>	<u>1,546</u>
Total other income (expense), net	<u>(27,629)</u>	<u>1,831</u>
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	<u>\$ (71,055)</u>	<u>\$ (97,437)</u>
Net loss per Class A Common Share (Note 15):		
Basic	<u>\$ (0.37)</u>	
Diluted	<u>\$ (0.38)</u>	
Weighted average Class A Common Shares outstanding:		
Basic	<u>191,887</u>	

Diluted

705,887

CLEARWIRE CORPORATION AND SUBSIDIARIES
CONDENSED 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