

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

FILED
APR 20 2006
[Signature]
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UNITED STATES OF AMERICA,

CR06 - 90041

Plaintiff,

PLEA AGREEMENT

vs.

NEXTIRAONE, LLC,

Defendant.

NextiraOne, LLC ("NextiraOne," or "defendant"), a limited liability company organized and existing under the laws of Delaware with its principal place of business in Houston, Texas; defendant's counsel; and the United States Department of Justice, by and through the United States Attorney's Office for the District of South Dakota and the Antitrust Division of the Department of Justice (hereinafter "the United States"), hereby submit the following Plea Agreement to the United States District Court pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure ("Fed. R. Crim. P.").

Rights of Defendant

1. The defendant understands its rights:
 - (a.) to be represented by an attorney;
 - (b.) to be charged by Indictment;
 - (c.) to plead not guilty to any criminal charge brought against it;
 - (d.) to have a trial by jury, at which it would be presumed not guilty of the charge and the United States would have to prove every essential element of the charged

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offense beyond a reasonable doubt for it to be found guilty;

- (e.) to confront and cross-examine witnesses against it and to subpoena witnesses in its defense at trial;
- (f.) to appeal its conviction if it is found guilty; and
- (g.) to appeal the imposition of sentence against it.

Agreement to Plead Guilty and Waive Certain Rights

2. The defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(f) above. The defendant also knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742, that challenges the sentence imposed by the Court if that sentence is consistent with or below the recommended sentence in Paragraph 10 of this Plea Agreement, regardless of how the sentence is determined by the Court. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive Indictment and plead guilty at arraignment to a one-count Information to be filed in the United States District Court for the District of South Dakota. The Information will charge the defendant with wire fraud in violation of 18 U.S.C. § 1343.

3. NextiraOne agrees that the elements of the charged offense are as follows:

Wire Fraud –

Elements:

- (a.) Participation in a scheme to defraud or a plan for obtaining money or property by making false promises or statements;
- (b.) Knowledge that the promises or statements were false;
- (c.) The promises or statements were material;

- (d.) Intent to defraud; and
 - (e.) The reasonably foreseeable use of, and actual use of, interstate wire communications to carry out an essential part of the scheme.
4. NextiraOne, pursuant to the terms of this Plea Agreement, will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 5 below.

Factual Basis for Offense Charged

5. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a.) For the purposes of this Plea Agreement, the “relevant period” encompasses from at least December, 2000, through at least December, 2002. Williams Communications Solutions (“WCS”) was acquired by Platinum Equity, LLC (“Platinum Equity”) in April 2001, and the name of the business was changed to Nextira and later NextiraOne. At the time of the acquisition, WCS was engaged in the design, sale, and maintenance of advanced voice and data networks.

(b.) During the relevant period, the Schools and Libraries Universal Service Support Mechanism (“E-rate” or the “E-rate Program”) was a program mandated by Congress in the Telecommunications Act of 1996 and operated under the auspices of the Federal Communications Commission (“FCC”) to provide funding to permit schools and libraries to upgrade their telecommunication and data infrastructure and to connect to and utilize the Internet. The FCC subsequently designated the Universal Services Administrative Company (“USAC”), a non-profit corporation, to administer the E-rate Program.

(c.) The E-rate Program’s discount mechanism was designed to ensure that the neediest schools received the most financial help. All participating school districts, however, are

required to pay the remaining portion of their bill for equipment and services acquired under the E-rate Program after their discount had been applied. Each school's discount is determined based on the number of students in the district qualifying for the United States Department of Agriculture's school lunch program, with the neediest school districts eligible for the highest discounts.

(d.) During the relevant period, applications for E-rate funding far exceeded the funding amounts available each year. To ensure that E-rate funding was distributed to the widest number of applicants, USAC required all applicants to comply with various program rules and procedures. Two such requirements were that only USAC-approved equipment, services, and supplies would be eligible for funding and that local school districts had to follow competitive bidding procedures in accordance with local and state laws to ensure that the school districts received the lowest possible prices from vendors.

(e.) During the relevant period, WCS and NextiraOne paid a member of the Oglala Lakota Sioux Tribe residing on the Pine Ridge Reservation in the District of South Dakota for introducing WCS to the Oglala Lakota Sioux Tribe, assisting with filing required forms, obtaining authorized signatures, and handling questions from USAC's Schools and Libraries Division ("SLD").

(f.) On or about December 15, 2000, WCS made a presentation to the Tribal leaders and to the ONEC member schools in Rapid City, South Dakota, during which WCS promised the ONEC schools that they could participate in the E-rate Program at absolutely no cost. This offer circumvented the rules and regulations governing the E-rate Program.

(g.) On or about January 12-13, 2001, WCS presented its E-rate proposal for the

ONEC schools at a second meeting. It was understood by this date that the Tribe and ONEC schools would utilize WCS as the primary vendor for ONEC's FY Four application.

(h.) On or about January 18-19, 2001, the Tribal member and an associate met to prepare the Form 471s for the ONEC schools. A Form 471 is a school district's application for E-rate funding. It is supposed to set out the selected vendors' bid amounts, memorialized in contracts, for the equipment and services called for by the district's Request for Proposal and/or original Form 470. An employee of WCS guided the Tribal member and his associate through the process of electronically filing the Form 471s on-line at the SLD web site, with specific, line-by-line instructions on what to fill out on each form. Under WCS's guidance, the Tribal member and the associate filed the ONEC Form 471s, which contained atypical, non-competitive, manufacturer "list" prices for large portions of the technology equipment. On or about January 19, 2001, and with the continuing assistance of WCS, the Tribal member mailed the written certifications and attachments for ONEC's Form 471s from Pine Ridge, South Dakota, to the SLD's office in Lawrence, Kansas.

(i.) In or around September 2001, the SLD began a review of ONEC's Form 471s submitted in January 2001. As part of that review, the SLD asked ONEC to supply certain information to the SLD. The Tribal member submitted letters to the SLD which contained material representations and certifications. On or around October 31, 2001, the SLD, in reliance on the prior representations and certifications, approved funding for the ONEC E-rate project in part as follows: \$3,879,903.61 for Internal Connections.

(j.) On or about December 13, 2001, the defendant filed a Service Provider Invoice Form 474 in the amount of \$429,020.40 with the SLD even though as of that date no equipment

had been delivered or installed for the ONEC member schools on the Pine Ridge Reservation.

(k.) Beginning in or about December 2001, in connection with changes in project management personnel, the defendant re-engineered the original ONEC voice and data network design with the result that the total cost decreased. The defendant did not tell the ONEC schools that the project's costs, after the redesign, were lower.

(l.) At no time during the relevant period did the defendant advise ONEC, or the Tribal member and his associate, to file a USAC Form 500 notifying the SLD of these equipment changes and substantially decreased costs. A Form 500 is filed when a school decides to change the original scope of a project, or when it makes modifications to the services and equipment for which funding was requested. A Form 500 is a written request made by the applicant to the SLD that reduces, cancels, or requests a modification to a prior funding commitment.

(m.) During the relevant period, for the purpose of executing its scheme, the defendant transmitted electronic wire communications in interstate commerce, including a facsimile dated January 21, 2002, from a billing person at NextiraOne that contained a fraudulent "invoice" that falsely made it appear that ONEC had been billed for the non-discounted portion as well as the ineligible items associated with the Pine Ridge project. The facsimile was sent from Houston, Texas to SLD invoice analysts located in Whippany, New Jersey.

(n.) Based in part on materially false representations made to the SLD, NextiraOne succeeded in over-billing the E-rate Program in excess of \$1 million for the ONEC FY Four E-rate project. NextiraOne received a total of \$3,805,192.20 from the SLD for ONEC's FY Four E-rate project. The loss resulting from the charged offense is sufficient to justify a fine of \$1,818,380 pursuant to 18 U.S.C. § 3571(d).

(o.) During April 2001, through December 2002, NextiraOne employed more than 1,000 people and an individual formerly within high-level personnel of the organization was willfully ignorant of the fraudulent scheme.

(p.) The above information is provided for the limited purpose of setting forth a factual basis for the plea of guilty. It is not a full recitation of either WCS's or the defendant's actions relating to, knowledge of, or participation in the fraudulent scheme.

(q.) The events described above occurred prior to the arrival of current senior management of NextiraOne in May 2003. Under its new management, NextiraOne reorganized its sales force and adopted a Code of Business Ethics and Conduct; it also dismantled its E-rate consulting services business unit. NextiraOne has cooperated with the United States' investigation. NextiraOne has made its current employees available for interviews by the United States and, pursuant to a subpoena, it has produced voluminous corporate records in hard copy and electronic format to the United States.

(r.) NextiraOne Federal, LLC, a subsidiary of NextiraOne which operates as a separate company, was not involved in the events described above.

Possible Maximum Sentence

6. The defendant understands that the statutory maximum penalty which may be imposed against it upon conviction for a violation of 18 U.S.C. § 1343 is a fine in an amount equal to the greatest of:

- (a.) \$500,000 (18 U.S.C. § 3571 (c)(3));
- (b.) twice the gross pecuniary gain from the offense (18 U.S.C. § 3571 (d)); or
- (c.) twice the gross pecuniary loss caused to the victims of the crime (18 U.S.C.

§ 3571 (d)).

7. In addition, the defendant understands that:

- (a.) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of probation of at least one year, but not more than five years;
- (b.) pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii), the Court shall order it to pay restitution to the victims of the offense; and
- (c.) pursuant to 18 U.S.C. § 3013 (a)(2)(B), the Court is required to order the defendant to pay a \$400 special assessment upon conviction for the charged crime.

Sentencing Guidelines

8. The defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in effect at the time of the offense, along with other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. The defendant understands that the Guidelines determinations will be made by the Court by a preponderance of the evidence standard. The defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a).

9. The defendant stipulates that the Sentencing Guidelines would be calculated as follows, and that it will not ask for any other adjustment or reduction in the offense level or for a downward departure of any kind, including for its continuing cooperation:

For Wire Fraud:

| | | |
|----|---|----------------------------------|
| a. | Base Offense Level (U.S.S.G. § 2B1.1): | 6 |
| b. | Specific offense characteristics: (U.S.S.G. § 2B1.1(b)) (Actual Loss > \$1 million) | + 16 |
| c. | Adjusted offense level: | <u>22</u> |
| d. | Base Fine (U.S.S.G. § 8C2.4): | \$1.2 million |
| e. | Culpability Score (U.S.S.G. § 8C2.5): (> 1000 employees and willful ignorance of the offense by high-level personnel of the organization) | 5 + 4 |
| f. | Acceptance of Responsibility: | - 2 |
| g. | Total Culpability Score: | 7 |
| h. | Minimum/Maximum Multiplier (U.S.S.G. § 8C2.6): | 1.4 to 2.8 |
| i. | Fine Range (U.S.S.G. § 8C2.7): | \$1.68 million to \$2 million |

Sentencing Agreement

10. Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States agrees that it will recommend, as the appropriate disposition of this case, that the Court impose a sentence within the applicable Guidelines range requiring NextiraOne to:

(a.) Pay the United States \$1,818,380 within five days of this Plea Agreement being accepted by the Court. The United States also recommends that the Court not impose a term of probation. NextiraOne's parent, Platinum Equity, will act as a guarantor of this payment as set forth in Exhibit "A" to this Plea Agreement. The criminal fine shall be paid to the U.S. Clerk of Court, District of South Dakota, by FEDWIRE.

(b.) Within five (5) days of the civil Settlement Agreement being executed, NextiraOne

shall release claims totaling \$2.6 million to the FCC. This money shall be distributed in accordance with the civil Settlement Agreement which is attached as Exhibit "B" to this Plea Agreement.; and

(c.) Pay a special assessment of \$400, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine imposed.

The United States and the defendant jointly submit that this Plea Agreement, together with the record that will be created by the United States and the defendant at the plea and sentencing hearings, and the further disclosure described in Paragraph 11, will provide sufficient information concerning the defendant, the crime charged in this case, and the defendant's role in the crime to enable the meaningful exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United States and defendant agree to request jointly that the Court accept the defendant's guilty plea and impose sentence on an expedited schedule as early as the date of arraignment, based upon the record provided by the defendant and the United States, under the provisions of Fed. R. Crim. P. 32(c)(1)(A)(ii) and U.S.S.G. § 6A1.1. The Court's denial of the request to impose sentence on an expedited schedule will not void this Plea Agreement.

The parties agree that there exist no aggravating or mitigating circumstances of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0. The parties agree not to seek or support any sentence outside the Guidelines range nor any Guidelines adjustment for any reason that is not set forth in this Plea Agreement. In view of all the facts and circumstances of this case, including NextiraOne's continuing cooperation with the United States, the parties agree that the recommended sentence is reasonable.

11. Subject to the ongoing, full, and truthful cooperation of the defendant described in Paragraph 13 and 14 of this Plea Agreement, and before sentencing in the case, the United States will fully advise the Court and the Probation Office of the fact, manner, and extent of the defendant's cooperation and its commitment to prospective cooperation with the United States' investigation and prosecutions, all material facts relating to the defendant's involvement in the charged offense, and all other relevant conduct.

12. The United States and the defendant understand that the Court retains complete discretion to accept or reject the recommended sentence provided in Paragraph 10 of this Plea Agreement. NextiraOne understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose the recommended sentence contained in this Agreement, it nevertheless has no right to withdraw its plea of guilty.

NextiraOne's Cooperation

13. NextiraOne has cooperated with the United States' investigation and will continue to cooperate fully and truthfully with the United States in the prosecution of this case; the current federal investigations of violations of federal fraud, antitrust, and related criminal laws involving the sale of equipment and services funded by the E-rate Program; any other federal investigation resulting therefrom; and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party ("Federal Proceeding"). The cooperation provisions of this Plea Agreement, as set forth in Paragraphs 13-16, shall be limited to one (1) year from the date of this Plea Agreement being accepted by the Court.

14. The ongoing, full, and truthful cooperation of the defendant shall include, but not be limited to:

(a.) producing to the United States all non-privileged documents, information, and other materials, wherever located, in the possession, custody, or control of the defendant, requested by the United States in connection with any Federal Proceeding; and

(b.) using its best efforts to secure the ongoing, full, and truthful cooperation, as defined in Paragraph 15 of this Plea Agreement, of each current officer or employee of the defendant or its successors, as may be requested by the United States, including making these persons available at the defendant's expense for interviews and the provision of testimony in grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding.

15. The ongoing, full, and truthful cooperation of each person described in Paragraph 14(b) above will be subject to the procedures and protections of this paragraph, and shall include, but not be limited to:

(a.) producing all non-privileged documents, including claimed personal documents, and other materials, wherever located, requested by attorneys and agents of the United States;

(b.) making himself or herself available for interviews, not at the expense of the United States, upon the request of attorneys and agents of the United States;

(c.) responding fully and truthfully to all inquiries of the United States in connection with any Federal Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making false statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503);

(d.) otherwise voluntarily providing the United States with any non-privileged material or information not requested in (a) - (c) of this paragraph that he or she may possess or

control that is related to any Federal Proceeding; and

(e.) when called upon to do so by the United States in connection with any Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings, pursuant to subpoena, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of justice (18 U.S.C. § 1503).

16. NextiraOne agrees not to intentionally provide false information to the Court, the Probation Office, Pretrial Services, or the United States; or fail to comply with any of the other promises it has made in this Plea Agreement.

17. NextiraOne has no current intention to participate in the E-rate Program. If, however, at any time within the five (5) year period following the date of execution of this Plea Agreement, NextiraOne decides to provide telecommunications goods or services intended to be funded by the E-rate Program, it shall give prior written notice to the FCC and provide high-level management oversight of NextiraOne's E-rate business. Such oversight shall include appointment of a Compliance Officer to monitor all aspects of NextiraOne's E-rate business, whose responsibilities shall include: (i) internal monitoring and audits to ensure compliance with E-rate application and bidding procedures and the absence of any hidden side agreements or undisclosed terms; (ii) implementation of a continuing education and training program for participation in the E-rate Program that shall cover the application process, competitive bidding, eligible E-rate services, the billing process, document retention, the service provider role, and such other areas as the Compliance Officer may consider appropriate; (iii) coordination with key executives in the company's accounting, finance, installations, legal, marketing, and sales units

to ensure compliance with E-rate Program requirements; (iv) disclosure to NextiraOne's Chief Executive and Chief Financial Officers and its General Counsel, as well as the FCC's Officer of Inspector General, of any program violations, including any associated disciplinary action taken or recommended; and (v) periodic reports every six months concerning NextiraOne's compliance with the requirements set forth in this paragraph, to the FCC's Office of Inspector General. The oversight and reporting obligations set forth in this paragraph, as well as the cooperation provisions of paragraphs 13-16, shall apply to NextiraOne, its successors and assigns. If NextiraOne is acquired by another corporation or entity ("Acquiring Company") and NextiraOne is (i) maintained as a separate legal entity by the Acquiring Company, and (ii) any E-rate Program activities of NextiraOne are maintained solely within NextiraOne, the oversight and reporting obligations set forth in this paragraph shall not apply to the Acquiring Company or any parent, subsidiary, sister company, affiliate, legal entity, or business unit (other than NextiraOne) of the Acquiring Company. If NextiraOne is legally merged into or with another legal entity, the oversight and reporting obligations set forth in this paragraph, as well as the cooperation provisions of paragraphs 13-16, shall apply to such merged entity, including NextiraOne, its successors and assigns, but shall not apply to any parent, subsidiary, sister company, or affiliate of such merged entity.

18. Following the entry of its guilty plea pursuant to the Plea Agreement, NextiraOne agrees not to commit or attempt to commit any crimes before sentence is imposed.

19. NextiraOne agrees that this Plea Agreement and the attached Exhibits "A", and "B", contain all of the promises and agreements between it and the United States, and it will not claim otherwise in the future.

20. NextiraOne agrees that this Plea Agreement binds the United States Department of Justice, excepting the Tax Division only, but does not bind any other federal, state, local, or Tribal agency.

United States' Agreement

21. Upon acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence, and expressly conditioned upon the cooperation requirements of Paragraph 13-15 of this Plea Agreement, the United States agrees not to file, prosecute, or seek any further criminal charges against the defendant, or its affiliated entities, or their successors, for any act or offense committed by NextiraOne prior to the date of this Plea Agreement involving the E-rate Program. The nonprosecution terms of this paragraph do not apply to individuals, civil matters of any kind, to any violation of federal tax or securities laws, or to any crime of violence. NextiraOne has entered into a separate civil Settlement Agreement with the United States which is attached as Exhibit "B" to this Plea Agreement.

22. The United States recommends that the appropriate sentence in this case should be as set forth in Paragraph 10 above, unless the defendant violates the terms and conditions of this Plea Agreement.

23. The defendant understands that it may be subject to administrative action by federal, state, local, or tribal agencies other than the United States Department of Justice, Antitrust Division, based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in no way controls what action, if any, other agencies may take. The Division agrees that, if requested, it will advise the appropriate officials of any governmental agency, whether federal, state, local or tribal, considering any administrative, criminal, or civil action, of the fact,

manner, and extent of the cooperation of the defendant and its affiliated entities and successors as a matter for that agency to consider before determining what action, if any, to take, and will advise as to the lack of involvement of NextiraOne Federal, LLC, a subsidiary of NextiraOne which operates as a separate company, in the conduct leading to this guilty plea.

Representation by Counsel

24. NextiraOne confirms that it has had adequate time to discuss this case, the evidence, and this Plea Agreement with legal counsel, and that its counsel has provided it with all the legal advice that it requested regarding the nature of the charge, any possible defenses to the charge, and the nature and range of possible sentences.

Voluntary Plea

25. NextiraOne confirms that its decision to enter a guilty plea is made knowing the charges that will be brought against it, any possible defenses, and the benefits and possible detriments of proceeding to trial. NextiraOne's decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement. The United States has made no promises or representations to the defendant as to whether the Court will accept or reject the recommendations contained in this Plea Agreement.

Violation of Plea Agreement

26. The defendant agrees that, should the United States determine in good faith, during the period that any Federal Proceeding is pending, that the defendant or any of its affiliated entities or successors have failed to provide full and truthful cooperation, as described in Paragraph 13-15 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the

United States will notify counsel for NextiraOne in writing by personal or overnight delivery or facsimile transmission and may also notify counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and NextiraOne and its affiliated entities and successors shall be subject to prosecution for any federal crime of which the United States has knowledge, including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. The defendant and its affiliated entities agree that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against the defendant or its affiliated entities or successors for any offense referred to in Paragraph 21 of this Plea Agreement, the statute of limitations period for such offense will be tolled for the period between the date of the signing of this Plea Agreement and six (6) months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement. NextiraOne, however, may seek Court review of any determination made by the United States under this Paragraph to void any of its obligations under the Plea Agreement.

27. The defendant understands and agrees that in any further prosecution of it or its affiliated entities or successors resulting from the release of the United States from its obligations under this Plea Agreement, because of the defendant's or its affiliated entities' or successors' violation of the Plea Agreement, any documents, statements, information, testimony, or evidence provided by it, its affiliated entities or successors, or current officers and employees of it or its affiliated entities or successors, to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against it or its affiliated entities in any such further prosecution. In addition, the defendant unconditionally waives its right to challenge the

use of such evidence in any such further prosecution, notwithstanding the protections of Rule 410 of the Federal Rules of Evidence.

Entirety of Agreement

28. This Plea Agreement constitutes the entire agreement between the United States and the defendant concerning the disposition of the criminal charge in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and the defendant.


29. This Agreement has been authorized, following consultation with counsel, by the sole Manager of NextiraOne, as set forth in the certified resolution attached as Exhibit "C" to this Plea Agreement and is incorporated herein.

30. The undersigned attorneys for the United States have been authorized by the Attorney General of the United States to enter this Plea Agreement on behalf of the United States.

31. A facsimile signature shall be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

DATED:

4.11.06



Robert J. Buhay, Chief Financial Officer
NextiraOne, LLC
Defendant

DATED:

4-17-06

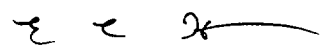
Steven K. Mullins
United States Attorney
District of South Dakota

BY:


DENNIS R. HOLMES
Chief, Criminal Division

DATED:

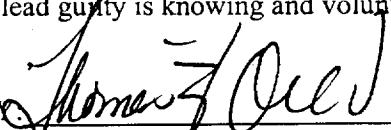
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ERIC C. HOFFMANN
KALINA M. TULLEY
BRIAN P. MCLAUGHLIN
Attorneys
U.S. Department of Justice
Antitrust Division
209 S. LaSalle Street, Suite 600
Chicago, Illinois 60604
Tel.: (312) 353-7530

I have fully explained to my client all of the rights that a criminal defendant possesses and all of the terms of this Plea Agreement. In my opinion, my client understands all of the terms of this Plea Agreement and all the rights it is giving up by pleading guilty, and, based on the information now known to me, its decision to plead guilty is knowing and voluntary.

DATED:

BY


THOMAS F. O'NEIL III, Esq.

DLA Piper Rudnick Gray Cary US LLP
Counsel for NextiraOne, LLC

Exhibit A

GUARANTEE OF PAYMENT OF FINE AND RESTITUTION

In consideration of the attached Plea Agreement between the government and NextiraOne, LLC, and due to the financial condition of the latter, Platinum Equity, LLC, (NextiraOne's parent company), knowingly and voluntarily agrees that it will act as guarantor to the United States for payment of the criminal fine and restitution amounts imposed on NextiraOne, LLC, pursuant to the attached Plea Agreement. Acknowledgment of the aforesaid guarantee of the criminal fine and restitution amounts is confirmed by Platinum's authorized representative signing this document. As guarantor, Platinum agrees that, notwithstanding the fact that it did not engage in any of the conduct described in the referenced Plea Agreement, in the event that NextiraOne fails to make payment as set forth in the Plea Agreement (for whatever reason, including but not limited to, bankruptcy or dissolution of NextiraOne, or any other event that would prevent payment by NextiraOne of the fine or restitution imposed by the United States District Court for the District of South Dakota in this matter), Platinum shall cure any such delinquent payment or restitution amount (as defined by 18 USC § 3572 (h)) by NextiraOne, LLC within thirty (30) days of the date the fine or restitution amount became delinquent and will make such payment in accordance with the terms of the sentence imposed by the District Court pursuant to the attached Plea Agreement. Under 18 USC 3572(i), a fine or payment of restitution is in default if a payment is delinquent for more than 90 days, and that within 30 days after notification of the default, the entire amount of the fine or restitution is due.

The undersigned attests that he or she is authorized to enter into this guarantee on behalf of Platinum Equity.

A handwritten signature in black ink, appearing to read "Tom T. Gores", is positioned above a horizontal line. The signature is stylized and somewhat cursive.

Tom T. Gores

On behalf of Platinum Equity, LLC

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (Agreement) is entered into by the United States of America, acting through the United States Department of Justice and on behalf of the Federal Communications Commission (FCC) (collectively, the United States); and NextiraOne, LLC (NextiraOne), through their authorized representatives. The parties listed in this Paragraph are hereinafter collectively referred to as the Parties.

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. NextiraOne is a limited liability company organized and existing under the laws of Delaware with its principal place of business in Houston, Texas. NextiraOne does business in South Dakota, among other states. NextiraOne does not operate as a common carrier. NextiraOne was originally known as Williams Communications Solutions (WCS).

B. E-rate is a program created by Congress in the Telecommunications Act of 1996 and administered by the Universal Service Administration Corporation (USAC) for the FCC. Under E-rate, the FCC typically reimburses providers of internet access, internal connections, and telecommunications services for discounts they provide to schools and libraries.

C. NextiraOne is entering a plea of guilty to a one count felony Information charging NextiraOne with wire fraud in violation of 18 U.S.C. § 1343, in connection with NextiraOne's participation in the E-rate program. The guilty plea is being entered in a matter captioned *United States of America v. NextiraOne, LLC* No. CR 06-____ (filed in the District of South Dakota, April __, 2006). A copy of the plea agreement in that matter is attached hereto as Exhibit A (hereinafter the Plea Agreement).

D. The United States contends that it may have certain civil claims against NextiraOne under the False Claims Act, the common law, and other causes of action for NextiraOne's conduct in connection with certain USAC Funding Request Numbers (FRNs) for the funding year 2001 of the E-rate program (from July 1, 2001 through June 30, 2002) listed in Exhibits B and C to this Agreement, including submitting and causing to be submitted false claims for payment by: (1) engaging in non-competitive bidding practices; (2) claiming and

receiving E-rate funds for goods and services that were ineligible for E-rate discounts; (3) providing materially false information to the United States regarding goods and services that were provided to schools and school districts under the E-rate program; (4) disregarding the requirement that all schools and school districts make co-payments to cover that portion of each funded E-rate project that was not paid for by E-rate discounts; (5) charging inflated prices on invoices and other documents provided to the United States to conceal some or all of the practices listed in this Paragraph. The conduct described in this Paragraph is referred to throughout as the Covered Conduct.

E. NextiraOne has entered into a separate agreement with the Oglala Nation Education Coalition (ONEC) to resolve claims that it or its affiliated schools may have had against NextiraOne regarding the participation of ONEC and NextiraOne and/or WCS, in the E-rate program, including the Covered Conduct and the matters set forth in the Plea Agreement.

F. This Agreement is neither an admission of liability by NextiraOne nor a concession by the United States that its claims are not well-founded.

G. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

III. TERMS AND CONDITIONS

1. NextiraOne agrees to compensate the United States \$2,678,000 (hereinafter referred to as the Settlement Amount), as follows:

a. NextiraOne agrees to release the United States, including but not limited to the FCC and USAC, from any obligations to pay and any other liability for work performed under the USAC Funding Request Numbers (FRNs) listed in Exhibits B, C, and D to this Agreement. Exhibit B includes FRNs for the ONEC schools associated with the Covered Conduct; Exhibit C sets forth invoices, unrelated to the ONEC schools, for Our Lady of Guadalupe School, Kansas City, MO (BEN 75144); West New York School District, West New York, NJ (BEN122770); and Vallejo City Unified School District, Vallejo, CA (BEN 144225); and Exhibit D includes FRNs for uncompensated E-rate work performed by NextiraOne and its

related affiliates, or WCS, for other school districts in the amount of \$2,600,000, for which NextiraOne would otherwise be entitled to payment but for the release herein. It is the intent of the United States that Exhibit D to this Agreement identify FRNs representing uncompensated work performed by NextiraOne and its related affiliates, and/or by WCS, in an amount not less than \$2.6 million. The United States may make any changes or substitutions to Exhibit D that may be necessary to give effect to that intent.

b. In addition, to the extent that NextiraOne or any of its subsidiaries or affiliates has performed uncompensated E-rate work in connection with (i) any E-rate funding request filed by the Bureau of Indian Affairs collectively, or any other Native American school falling under the auspices and control of the BIA, individually, including but not limited to those listed in Exhibit E, or (ii) any claims not otherwise released herein, except for the FRNs set forth on Exhibit G, but only to a maximum amount of \$937,102.15, NextiraOne agrees to release the United States, including but not limited to the FCC and USAC, from any obligations to pay such claims and any other liability for work performed under such funding requests.

c. NextiraOne agrees to pay an additional \$78,000 by electronic funds transfer pursuant to written instructions to be provided by the United States Department of Justice, which payment shall be made within five days after payment from USAC to NextiraOne of the \$331,504.99 for the E-rate work performed under the FRNs listed in Exhibit F, but in no event later than 180 days after the effective date of this Agreement. Upon payment to NextiraOne, NextiraOne releases the United States, including but not limited to the FCC and USAC, from any other liability in connection with these FRNs.

2. In the event that the District Court does not accept the Plea Agreement, and/or does not impose a sentence consistent with the Plea Agreement, the United States or NextiraOne may, each in its respective discretion, within five calendar days of the Court's dispositive action on the Plea Agreement, declare this Agreement null and void by written notice to the other party.

3. NextiraOne agrees to fully cooperate with the United States in any investigation or litigation related to its participation in the E-Rate Program. NextiraOne has represented to the United States that it has no information or evidence concerning any misconduct by its current or

former employees in connection with any applications, contracts, bids, or transactions involving the District of Columbia Public Schools. However, it agrees to provide any such information or evidence to the United States should it subsequently obtain it.

4. Additional Releases

a. NextiraOne fully and finally releases the United States, the FCC and USAC, together with their respective agencies, employees, servants, and agents, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which NextiraOne has asserted, could have asserted, or may assert in the future against the United States, the FCC and USAC, and their respective agencies, employees, servants, and agents, related to the Covered Conduct, the funding requests in Exhibits B, C and D, the BENs in Exhibit E, the Information, the Plea Agreement, and the investigation and prosecution thereof. NextiraOne does not release the United States from any claims to compensation under the FRNs set forth in Exhibit G up to an aggregate amount of \$937,102.15, as any such claims are outside the scope of this settlement agreement. The Parties acknowledge that such claims are subject to the administrative procedures of USAC and applicable rules of the FCC and that the FCC and USAC make no representations as to the eligibility of these claims for payment.

b. Subject to the exceptions in Paragraph 5 below, in consideration of the obligations of NextiraOne set forth in this Agreement, and conditioned upon NextiraOne fully satisfying the Settlement Amount, (i) the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to fully and finally release NextiraOne and its subsidiaries, affiliates, or parent corporations, and their predecessors, successors, and assigns, and any of their past or present directors, officers, and employees, from any civil or administrative monetary claim the United States has or may have relating to the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812; or the common law theories of payment by mistake, unjust enrichment, disgorgement, restitution, recoupment, breach of contract, and fraud, for the Covered Conduct; (ii) the FCC (on behalf of itself, its officers, employees, and agents, and on behalf of USAC) agrees to release NextiraOne and any subsidiaries, affiliates, or parent corporations, and their predecessors,

successors, and assigns, and any of their past or present directors, officers, and employees, from any administrative monetary claims the FCC has or may have for the Covered Conduct.

5. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including NextiraOne) are the following claims:

(a) any civil, criminal, or administrative liability to the United States arising under Title 26, U.S. Code (Internal Revenue Code);

(b) any criminal liability;

(c) any process or proceeding, administrative or judicial, for any agency suspension or debarment action. Any suspension or debarment shall not affect any payments that NextiraOne may otherwise obtain for the invoices set out in Exhibit F, as referenced under Paragraph 1(c) of this Agreement;

(d) any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

(e) any claims of the United States based upon such obligations as are created by this Agreement;

(f) any liability for the delivery of any deficient or defective products/services, including liability under any express or implied product/service liability warranties; and

(g) any civil or administrative claims of the United States (including its agencies) against individuals, including but not limited to past or present directors, officers, and employees of NextiraOne and any affiliates, subsidiaries, and parent corporations, and their predecessors, successors, and assigns who are criminally indicted or charged, or are convicted, or who enter into a criminal plea agreement related to the Covered Conduct.

6. NextiraOne waives and shall not assert, in any criminal prosecution or administrative action relating to the Covered Conduct, any defenses that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution,

this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue Laws, Title 26 of the United States Code.

7. NextiraOne agrees that all costs (as defined by the Federal Acquisition Regulation 31.205-47) incurred by or on behalf of NextiraOne in connection with (a) the matters covered by this Settlement Agreement; (b) the Government's audits and investigations of the matters covered by this Settlement Agreement; (c) NextiraOne's investigation, defense of matters, and corrective actions relating to the Covered Conduct; (d) the negotiation of this Settlement Agreement; and (e) the payments made to the United States pursuant to this Settlement Agreement, shall be unallowable costs for government accounting purposes. NextiraOne shall separately account for all costs that are unallowable under this Settlement Agreement.

8. This Agreement is intended to be for the benefit of the Parties only. Except as expressly stated in Paragraph 4 above, the Parties do not release any claims against any other person or entity.

9. NextiraOne warrants that payment of the Settlement Amount in the manner set forth in Paragraph III.1 to this Agreement will not result in NextiraOne becoming insolvent within the meaning of 11 U.S.C. §§ 547(c) and 548 (a)(1)(B)(ii)(I). Further, the Parties expressly warrant that, in evaluating whether to execute this Agreement, the Parties (a) have intended that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to NextiraOne within the meaning of 11 U.S.C. §§ 547(c)(1), and (b) have concluded that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value which is not intended to hinder, delay, or defraud any entity to which NextiraOne is indebted to, or became indebted to, on or after the date of this transfer, all within the meaning of 11 U.S.C. § 548(a)(1).

10. NextiraOne agrees that this Settlement Agreement satisfies the requirements of the citation provision under subsections 503(b)(5)(A)-(B) of the Communications Act of 1934, as amended, 47 U.S.C. § 503(b)(5)(A)-(B), such that the FCC may issue a Notice of Apparent Liability against NextiraOne pursuant to 47 U.S.C. § 503(b)(4) if, after the Effective Date of this Agreement, NextiraOne engages in conduct of the type described as the Covered Conduct in Paragraph D of this Agreement.

11. The United States and NextiraOne shall each bear their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. All Parties represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

13. This Agreement is governed by the laws of the United States. The Parties agree that exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement shall be the United States District Court for the District of South Dakota.

14. This Agreement constitutes the complete agreement between the Parties with respect to civil and administrative monetary liability. This Agreement may not be amended except by written consent of the Parties.

15. The individuals signing this Agreement on behalf of NextiraOne represent and warrant that they are duly authorized by NextiraOne to execute this Agreement. The United States signatories signing this Agreement represent that they are signing this Agreement in their official capacities and that they are duly authorized to execute this Agreement.

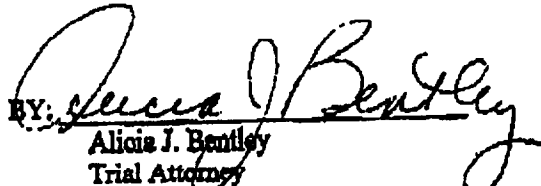
16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

17. This Agreement is binding on NextiraOne's successors, transferees, heirs, and assigns.

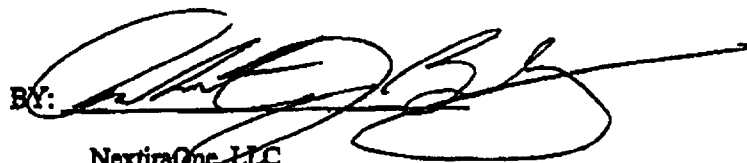
18. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

THE UNITED STATES OF AMERICA

DATED: 4-7-06

BY: 
Alicia J. Bentley
Trial Attorney
Commercial Litigation Branch
Civil Division
U.S. Department of Justice

DATED: 4.7.06

BY: 
NextiraOne, LLC

DATED: 4-8-06

BY: 

Counsel for NextiraOne

Attachments

- Exhibit A - Plea Agreement
- Exhibit B - E-Rate Funds Disbursed on Behalf of Oglala Nation Education Coalition (BEN #222989) in Connection with Covered Conduct
- Exhibit C - E-Rate Funding Requests Released by Service Provider NextiraOne LLC (SPIN #1430004436) (Pending or Previously Denied)
- Exhibit D - FCC Form 474 Invoices Surrendered by NextiraOne LLC (SPIN #1430004436)
- Exhibit E - Bureau of Indian Affairs Related E-Rate Applicants

Exhibit F- FCC Form 474 Invoices to be Paid to NextiraOne LLC (SPIN
#1430004436)

Exhibit G- Remaining NextiraOne E-Rate Funding Requests which are Outside the
Scope of this Agreement (Currently in Denial Status)

Exhibit B

E-Rate Funds Disbursed on Behalf of
Oglala Nation Education Coalition (BEN #222989)

| Funding Year | Form 471 | FRN | Amount |
|--|----------|--------|---------------------|
| 2001 | 260432 | 659484 | 616,141.80 |
| 2001 | 260432 | 659988 | 160,098.77 |
| 2001 | 260432 | 659966 | 658,488.60 |
| 2001 | 260432 | 659545 | 2,370,463.33 |
| 2001 | 267618 | 676730 | 0.00 |
| Total for NextiraOne LLC (SPIN #143004436) | | | <u>3,805,192.50</u> |

Exhibit C

| <u>Funding Year</u> | <u>Form 471</u> | <u>FRN</u> | <u>Disbursed Amount</u> |
|---|-----------------|------------|-------------------------|
| Our Lady of Guadalupe School (BEN #75144): | | | |
| 2002 | 321569 | 855367 | 0.00 |
| 2002 | 321569 | 855410 | 0.00 |
| 2003 | 377524 | 1043738 | <u>0.00</u> |
| Total Disbursed to NextiraOne LLC (SPIN #143004436) | | | <u>0.00</u> |
| West New York School District (BEN #122770): | | | |
| 2003 | 379144 | 1041454 | <u>0.00</u> |
| Total Disbursed to NextiraOne LLC (SPIN #143004436) | | | <u>0.00</u> |
| Vallejo City Unified School District (BEN #144225): | | | |
| 2002 | 318595 | 865487 | 0.00 |
| 2003 | 373543 | 1035598 | <u>0.00</u> |
| Total Disbursed to NextiraOne LLC (SPIN #143004436) | | | <u>0.00</u> |

Exhibit D

FCC Form 474 Invoices Surrendered by NextiraOne LLC (SPIN #143004436)

| Billed Entity Number | Funding Year | Form 471 | FRN | SLD Invoices | Amount |
|----------------------------|-----------------|----------|--------|-----------------|-----------------------|
| 142913 | 2001 | 25714 | 606770 | 604317 | \$370,577.61 |
| 142913 | 2001 | 25714 | 606794 | 604317 | \$1,731,716.06 |
| 142913 | 2001 | 25714 | 608311 | 597198 | \$166,511.16 |
| 142913 | 2001 | 25714 | 608531 | 597198 | \$174,034.82 |
| 142913 | 2001 | 25714 | 609303 | 597198 | \$135,577.33 |
| 142913 | 2001 | 25714 | 609533 | 597198 | \$21,583.02 |
| TOTAL | | | | | <u>\$2,600,000.00</u> |

Exhibit E

Bureau of Indian Affairs Related E-Rate Applicants

| BEN | Applicant | City | Stat |
|-------|---|----------------|------|
| 4247 | INDIAN ISLAND SCHOOL | OLD TOWN | ME |
| 4365 | BEATRICE RAFFERTY SCHOOL | PERRY | ME |
| 4367 | INDIAN TOWNSHIP SCHOOL | PRINCETON | ME |
| 21973 | BIA CNTRL OFC/DPT OF INTERIOR | WASHINGTON | DC |
| 30142 | CHEROKEE CENTRAL SCHOOL | CHEROKEE | NC |
| 36772 | MICCOSUKEE INDIAN SCHOOL | MIAMI | FL |
| 43182 | RED WATER ELEMENTARY SCHOOL | CARTHAGE | MS |
| 43193 | CONEHATTA ELEMENTARY SCHOOL | CONEHATTA | MS |
| 43383 | STANDING PINE ELEMENTARY SCH | WALNUT GROVE | MS |
| 43569 | CHOCTAW CENTRAL HIGH SCHOOL | PHILADELPHIA | MS |
| 43571 | TUCKER ELEMENTARY SCHOOL | PHILADELPHIA | MS |
| 43572 | BOQUE CHITTO ELEMENTARY SCHOOL | PHILADELPHIA | MS |
| 43573 | PEARL RIVER ELEMENTARY | PHILADELPHIA | MS |
| 58461 | BAHWETING ANISHNABE PUB SCH | SAULT ST MARIE | MI |
| 58573 | HANNAHVILLE INDIAN SCHOOL | WILSON | MI |
| 59998 | MESKWAKI SETTLEMENT SCHOOL | TAMA | IA |
| 62184 | MENOMINEE TRIBAL SCHOOL | NEOPIT | WI |
| 62197 | ONEIDA TRIBAL SCHOOL | ONEIDA | WI |
| 63112 | LAC COURTE OREILLES OJIBWA SCH | HAYWARD | WY |
| 64641 | FOND DU LAC OJIBWE SCHOOL | CLOQUET | MS |
| 65407 | NAY-AH-SHING SCHOOL | ONAMIA | MN |
| 65629 | CIRCLE OF LIFE SURVIVAL SCHOOL | WHITE EARTH | MN |
| 65657 | CHIEF BUG-O-NAY-GE-SHIG SCHOOL | CASS LAKE | MN |
| 65808 | FLANDREAU INDIAN SCHOOL | FLANDREAU | SD |
| 66032 | TIOSPA ZINA TRIBAL SCHOOL | AGENCY | SD |
| 66050 | ENEMY SWIM DAY SCHOOL | WAUBAY | SD |
| 66129 | CROW CREEK SIOUX TRIBAL H S | STEPHAN | SD |
| 66158 | MARTY INDIAN SCHOOL | MARTY | SD |
| 66347 | LOWER BRULE DAY SCHOOL | LOWER BRULE | SD |
| 66385 | ST FRANCIS INDIAN SCHOOL | SAINT FRANCIS | SD |
| 66413 | ROCK CREEK DAY SCHOOL | BULLHEAD | SD |
| 66418 | CHEYENNE-EAGLE BUTTE SCHOOL | EAGLE BUTTE | SD |
| 66437 | LITTLE EAGLE DAY SCHOOL | LITTLE EAGLE | SD |
| 66533 | TAKINI SCHOOL | HOWES | SD |
| 66553 | LONEMAN DAY SCHOOL | OGLALA | SD |
| 66638 | CIRCLE OF NATIONS WAHPETON IND. BRDG SCHOOL | WAHPETON | ND |
| 66770 | TURTLE MOUNTAIN HIGH SCHOOL | BELCOURT | ND |
| 66772 | OJIBWA INDIAN SCHOOL | BELCOURT | ND |

**Exhibit E
(cont'd)**

| BEN | Applicant | City | Stat |
|-------|------------------------------------|----------------|------|
| 66779 | DUNSEITH DAY SCHOOL | DUNSEITH | ND |
| 66785 | TATE TOPA ELEMENTARY | FORT TOTTEN | ND |
| 66916 | THEODORE JAMERSON ELEM SCH | BISMARCK | ND |
| 66929 | STANDING ROCK COMMUNITY SCHOOL | FORT YATES | ND |
| 67008 | TWIN BUTTES DAY SCHOOL | HALLIDAY | ND |
| 67076 | MANDAREE SCHOOL | MANDAREE | MD |
| 67090 | WHITE SHIELD SCHOOL | ROSEGLEN | ND |
| 67150 | BUSBY SCHOOL | BUSBY | MT |
| 67993 | TWO EAGLE RIVER SCHOOL | PABLO | MT |
| 77029 | KICKAPOO NATION SCHOOL | POWHATTAN | KS |
| 80730 | CHITIMACHA SCHOOL | JEANERETTE | LA |
| 83401 | RIVERSIDE INDIAN SCHOOL | ANADARKO | OK |
| 84954 | SEQUOYAH HIGH SCHOOL | TAHLEQUAH | OK |
| 95223 | ST STEPHENS INDIAN SCHOOL DISTRICT | SAINT STEPHENS | WY |
| 95478 | SHO-BAN SCHOOL | FORT HALL | ID |
| 96068 | COEUR D'ALENE TRIBAL SCHOOL | DESMET | ID |
| 96805 | ANETH COMMUNITY SCHOOL | MONTEZUMA | UT |
| 97508 | CASA BLANCA DAY SCHOOL | BAPCHULE | AZ |
| 97574 | BLACKWATER COMMUNITY SCHOOL | COOLIDGE | AZ |
| 97669 | SALT RIVER DAY SCHOOL | SCOTTSDALE | AZ |
| 97902 | GILA CROSSING COMMUNITY SCHOOL | LAVEEN | AZ |
| 98112 | NACO ELEMENTARY SCHOOL | NACO | AZ |
| 98161 | SAN SIMON SCHOOL | SELLS | AZ |
| 98162 | SANTA ROSA BOARDING SCHOOL | SELLS | AZ |
| 98163 | TOHONO O'ODHAM HIGH SCHOOL | SELLS | AZ |
| 98433 | SANTA ROSA RANCH SCHOOL | TUCSON | AZ |
| 98515 | CIBECUE COMMUNITY SCHOOL | CIBECUE | AZ |
| 98523 | THEODORE ROOSEVELT SCHOOL | FORT APACHE | AZ |
| 98554 | JOHN F KENNEDY SCHOOL | WHITERIVER | AZ |
| 98616 | HOTEVILLA-BACAVI COMM SCHOOL | HOTEVILLA | AZ |
| 98620 | KAYENTA COMMUNITY SCHOOL | KAYENTA | AZ |
| 98625 | CHILCHINBETO DAY SCHOOL | KAYENTA | AZ |
| 98626 | HOPI JR/SR HIGH SCHOOL | KEAMS CANYON | AZ |
| 98629 | KEAMS CANYON BOARDING SCHOOL | KEAMS CANYON | AZ |
| 98632 | HOPI DAY SCHOOL | KYKOTSMOVI | AZ |
| 98633 | ROCKY RIDGE BOARDING SCHOOL | KYKOTSMOVI | AZ |
| 98639 | POLACCA DAY SCHOOL | POLACCA | AZ |
| 98640 | SECOND MESA DAY SCHOOL | SECOND MESA | AZ |
| 98641 | TONALEA DAY SCHOOL | TONALEA | AZ |
| 98642 | NAVAJO MOUNTAIN HIGH SCHOOL | TONALEA | AZ |
| 98650 | MOENCOPI DAY SCHOOL | TUBA CITY | AZ |

**Exhibit E
(cont'd)**

| BEN | Applicant | City | Stat |
|-------|---------------------------------|---------------|------|
| 98651 | TUBA CITY BOARDING SCHOOL | TUBA CITY | AZ |
| 98656 | DILCON BOARDING SCHOOL | WINSLOW | AZ |
| 98667 | LITTLE SINGER COMMUNITY SCHOOL | WINSLOW | AZ |
| 98671 | SEBA DALKAI BOARDING SCHOOL | WINSLOW | AZ |
| 98672 | KAIBETO BOARDING SCHOOL | KAIBITO | AZ |
| 98674 | SHONTO BOARDING SCHOOL | SHONTO | AZ |
| 98793 | HAVASUPAI SCHOOL | SUPAI | AZ |
| 98811 | WIDE RUINS BOARDING SCHOOL | CHAMBERS | AZ |
| 98812 | COTTONWOOD DAY SCHOOL | CHINLE | AZ |
| 98813 | LOW MOUNTAIN BOARDING SCHOOL | CHINLE | AZ |
| 98814 | BLACK MESA COMMUNITY SCHOOL | PINON | AZ |
| 98815 | ROUGH ROCK COMMUNITY SCHOOL | CHINLE | AZ |
| 98831 | GREASEWOOD BOARDING SCHOOL | GANADO | AZ |
| 98832 | KINLICHEE BOARDING SCHOOL | GANADO | AZ |
| 98833 | NAZLINI BOARDING SCHOOL | GANADO | AZ |
| 98839 | PINE SPRINGS SCHOOL | HOUCK | AZ |
| 98840 | LUKACHUKAI COMMUNITY SCHOOL | LUKACHUKAI | AZ |
| 98841 | PINON DORMITORY | PINON | AZ |
| 98846 | HUNTERS POINT BOARDING SCHOOL | SAINT | AZ |
| 98858 | THS NAZBAS COMMUNITY SCHOOL | TEEC NOS POS | AZ |
| 98864 | DENNEHOTSO BOARDING SCHOOL | DENNEHOTSO | AZ |
| 98865 | CHINLE BOARDING SCHOOL | MANY FARMS | AZ |
| 98866 | MANY FARMS HIGH SCHOOL | MANY FARMS | AZ |
| 98867 | RED ROCK DAY SCHOOL | RED VALLEY | AZ |
| 98869 | ROCK POINT COMMUNITY SCHOOL | ROCK POINT | AZ |
| 98872 | SAN FELIPE PUEBLO ELEM SCHOOL | SAN FELIPE PB | NM |
| 98890 | OJO ENCINO DAY SCHOOL | CUBA | NM |
| 98895 | PUEBLO PINTADO COMMUNITY SCHOOL | CUBA | NM |
| 98898 | NA NEELZHIIN JI OLTA (TORREON) | CUBA | NM |
| 98917 | ISLETA ELEMENTARY SCHOOL | ISLETA | NM |
| 98919 | JEMEZ DAY SCHOOL | JEMEZ PUEBLO | NM |
| 98923 | TO'HAIJILEE-HE COMMUNITY SCH | LAGUNA | NM |
| 98925 | LAGUNA ELEMENTARY SCHOOL | LAGUNA | NM |
| 98926 | LAGUNA MIDDLE SCHOOL | LAGUNA | NM |
| 98941 | SKY CITY COMMUNITY SCHOOL | PUEBLO OF | NM |
| 98953 | BACA COMMUNITY SCHOOL | PREWITT | NM |
| 98959 | T'SIYA ELEMENTARY-MIDDLE SCHOOL | ZIA PUEBLO | NM |
| 99164 | BREAD SPRINGS DAY SCHOOL | GALLUP | NM |
| 99166 | CROWNPOINT COMMUNITY SCHOOL | CROWNPOINT | NM |
| 99168 | MARIANO LAKE COMMUNITY SCHOOL | CROWNPOINT | NM |
| 99169 | BORREGO PASS SCHOOL | CROWNPOINT | NM |

**Exhibit E
(cont'd)**

| BEN | Applicant | City | Stat |
|--------|--------------------------------|---------------|------|
| 99172 | LAKE VALLEY NAVAJO SCHOOL | CROWNPOINT | NM |
| 99173 | TSE II AHI COMMUNITY SCHOOL | CROWNPOINT | NM |
| 99174 | WINGATE ELEMENTARY SCHOOL | FORT WINGATE | NM |
| 99175 | WINGATE HIGH SCHOOL | FORT WINGATE | NM |
| 99176 | PINE HILL SCHOOL | PINE HILL | NM |
| 99184 | DLO'AY AZHI COMMUNITY SCHOOL | THOREAU | NM |
| 99188 | CH'OOSHGAI COMMUNITY SCHOOL | TOHATCHI | NM |
| 99190 | CHI-CHIL-TAH | VANDERWAGEN | NM |
| 99199 | CRYSTAL BOARDING SCHOOL | NAVAJO | NM |
| 99209 | NAVAJO PREPARATORY SCHOOL | FARMINGTON | NM |
| 99238 | DZILTH-NA-O-DITH-HLE SCHOOL | BLOOMFIELD | NM |
| 99239 | HUERFANO DORMITORY | BLOOMFIELD | NM |
| 99246 | NENAHNEZAD BOARDING SCHOOL | FRUITLAND | NM |
| 99255 | BECLABITO DAY SCHOOL | SHIPROCK | NM |
| 99258 | SHIPROCK ALTERNATIVE HIGH SCH | SHIPROCK | NM |
| 99261 | COVE DAY SCHOOL | SHIPROCK | NM |
| 99262 | SHIPROCK HIGH SCHOOL | SHIPROCK | NM |
| 99265 | TOADLENA BOARDING SCHOOL | NEWCOMB | NM |
| 99267 | SANOSTEE DAY SCHOOL | SANOSTEE | NM |
| 99293 | TE TSU GEH OWEENGE DAY SCHOOL | SANTA FE | NM |
| 99294 | SAN ILDEFONSO DAY SCHOOL | SANTA FE | NM |
| 99297 | SANTA FE INDIAN SCHOOL | SANTA FE | NM |
| 99335 | SANTA CLARA DAY SCHOOL | ESPANOLA | NM |
| 99380 | SAN JUAN DAY SCHOOL | SAN JUAN PBLO | NM |
| 99384 | TAOS DAY SCHOOL | TAOS | NM |
| 99448 | ALAMO NAVAJO SCHOOL | MAGDALENA | NM |
| 99732 | MESCALERO APACHE SCHOOL | MESCALERO | NM |
| 100072 | DUCKWATER SHOSHONE ELEM SCHOOL | DUCKWATER | NV |
| 100124 | PYRAMID LAKE HIGH SCHOOL | NIXON | NV |
| 105107 | SHERMAN INDIAN HIGH SCHOOL | RIVERSIDE | CA |
| 113722 | CHEMAWA INDIAN SCHOOL | SALEM | OR |
| 115031 | MUCKLESHOOT TRIBAL SCHOOL | AUBURN | WA |
| 115414 | LUMMI HIGH SCHOOL | BELLINGHAM | WA |
| 115415 | LUMMI TRIBAL SCHOOL | BELLINGHAM | WA |
| 115711 | QUILEUTE TRIBAL SCHOOL | LA PUSH | WA |
| 115777 | CHIEF LESCHI SCHOOL SYSTEM | PUYALLUP | WA |
| 116077 | WA-HE-LUT INDIAN SCHOOL | OLYMPIA | WA |
| 116504 | PASCHAL SHERMAN INDIAN SCHOOL | OMAK | WA |
| 116639 | YAKAMA TRIBAL SCHOOL | TOPPENISH | WA |
| 155284 | TIOSPAYE TOPA SCHOOL | LAPLANT | SD |
| 207557 | TRENTON SCHOOL | TRENTON | ND |

Exhibit E
(cont'd)

| <u>BEN</u> | <u>Applicant</u> | <u>City</u> | <u>Stat</u> |
|------------|---|-------------|-------------|
| 209824 | PIERRE INDIAN LEARNING CENTER | PIERRE | SD |
| 209828 | CROW CREEK SIOUX TRIBAL ELEMENTARY SCHOOL | FORT | SD |

Exhibit F

FCC Form 474 Invoices to be Paid to NextiraOne LLC (SPIN #143004436)

| Billed Entity Number | Funding Year | Form 471 | FRN | SLD Invoices | Amount |
|----------------------------|-----------------|----------|--------|-----------------|---------------------|
| 142913 | 2001 | 245714 | 609533 | 597202 | \$110,381.03 |
| 142913 | 2001 | 245714 | 610089 | 597202 | \$110,224.09 |
| 142913 | 2001 | 245714 | 610297 | 597,202 | \$110,899.87 |
| TOTAL | | | | | <u>\$331,504.99</u> |

Exhibit G

Remaining NextiraOne E-Rate Funding Requests

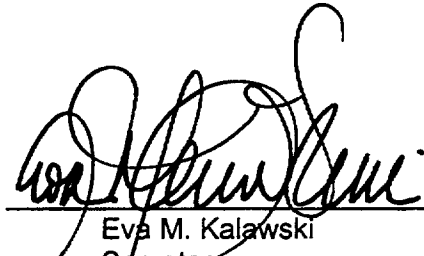
| BE | Billed Entity Name | Fundin Year | Form | FRN | SLD Invoice | Amount |
|-------|----------------------------|----------------|--------|--------|----------------|--------------|
| 142 | Roosevelt Elem School Dist | 2001 | 245714 | 609868 | 457384 | 145,702.13 |
| 983 | Cavett Elementary School | 2001 | 254701 | 637946 | 439391 | 18,268.60 |
| 983 | Corbett Elementary School | 2001 | 254771 | 638327 | 439392 | 20,355.29 |
| 983 | Cragin Elementary School | 2001 | 254984 | 638675 | 439393 | 18,268.60 |
| 983 | Davidson Elementary School | 2001 | 255001 | 638858 | 439394 | 18,268.60 |
| 982 | Drachman Prim Magnet Elem | 2001 | 257442 | 645930 | 439395 | 20,355.29 |
| 984 | Hohokam Middle School | 2001 | 255844 | 637697 | 439396 | 54,346.79 |
| 983 | Howell Elementary School | 2001 | 257968 | 648639 | 439397 | 27,109.64 |
| 984 | Johnson Primary School | 2001 | 259455 | 655021 | 439398 | 20,355.29 |
| 983 | Keen Elementary School | 2001 | 259504 | 654346 | 439399 | 18,268.60 |
| 984 | Lawrence Intermediate | 2001 | 259174 | 654098 | 439400 | 30,040.44 |
| 983 | Lynn Elementary School | 2001 | 259768 | 655604 | 439401 | 43,584.53 |
| 984 | Maldonado Elementary | 2001 | 258091 | 648245 | 439402 | 43,584.53 |
| 984 | Manzo Elementary School | 2001 | 258300 | 649444 | 439403 | 20,355.29 |
| 222 | Mary Meredith | 2001 | 259721 | 655585 | 439404 | 18,268.60 |
| 984 | Maxwell Middle School | 2001 | 256028 | 638772 | 439405 | 37,530.41 |
| 984 | Menlo Park Elementary | 2001 | 259288 | 654617 | 439406 | 43,584.53 |
| 984 | Miller Elementary School | 2001 | 259655 | 655035 | 439407 | 43,584.53 |
| 983 | Mission View Elementary | 2001 | 259640 | 655023 | 439408 | 20,355.29 |
| 983 | Myers-Ganoung Elementary | 2001 | 258468 | 650991 | 439409 | 20,355.29 |
| 983 | Naylor Middle School | 2001 | 256064 | 638917 | 439410 | 22,441.99 |
| 983 | Ochoa Elementary School | 2001 | 259171 | 653217 | 439411 | 20,355.29 |
| 185 | Project More | 2001 | 259780 | 656179 | 439412 | 20,355.29 |
| 983 | Pueblo Gardens Elem School | 2001 | 259318 | 653673 | 439413 | 20,355.29 |
| 982 | Richey Elementary School | 2001 | 258452 | 649919 | 439414 | 20,355.29 |
| 983 | Roberts Elementary School | 2001 | 258683 | 653547 | 439416 | 43,584.29 |
| 983 | Robinson Elementary School | 2001 | 258862 | 651853 | 439417 | 20,355.29 |
| 983 | Rose Elementary School | 2001 | 259872 | 656344 | 439418 | 28,407.39 |
| 982 | Safford Magnet Middle | 2001 | 256151 | 639497 | 439420 | 15,630.79 |
| 983 | Van Buskirk Elementary | 2001 | 254999 | 644601 | 439422 | 13,544.09 |
| 983 | Wakefield Middle School | 2001 | 259828 | 656301 | 439423 | 15,630.79 |
| 983 | Wright Elementary School | 2001 | 254693 | 638095 | 439424 | 13,544.09 |
| TOTAL | | | | | | \$937,102.15 |

SECRETARY'S CERTIFICATE

NEXTIRAONE, LLC

I, EVA M. KALAWSKI, being the duly elected and qualified Secretary of NextiraOne, LLC (the "Company"), a Delaware limited liability company, do hereby certify that Robert Buhay is Executive Vice President and Chief Financial Officer of the Company and as such has the authority to enter into any and all agreements on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 17th day of April, 2006.



Eva M. Kalawski
Secretary

[S E A L]