EXHIBIT "B"

**SERVICE AND SUBLEASE AGREEMENT –
WIRELESS COMMUNICATIONS NETWORK**

By and between

THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

And

THE CITY OF PHILADELPHIA

<h1 style="text-align:center">SERVICE AND SUBLEASE AGREEMENT</h1>

This Service and Sublease Agreement ("Agreement") is made as of the __day of ____, 2010 (the "Effective Date"), by and between Philadelphia Authority for Industrial Development, a body corporate and politic operating and existing under the laws of the Commonwealth of Pennsylvania ("PAID" or "Landlord") and the City of Philadelphia, a City of the First Class of the Commonwealth of Pennsylvania, acting by and through its Division of Technology and Department of Public Property ("City" or "Tenant").

<h2 style="text-align:center">BACKGROUND</h2>

A.   The City intends to enter into an asset purchase agreement of even date herewith to purchase certain communications equipment, comprising a wireless communications network (the "Network"), from its present owner, Network Acquisition Company, LLC ("NAC"), as set forth in and pursuant to such agreement, in the form attached hereto as Exhibit B ("Asset Purchase Agreement" or "APA").

B.   The City has requested that PAID assume from NAC, effective upon the closing of the City's purchase of the Network from NAC, leases and licenses for the use of certain premises on which are installed certain wireless communications antennas and appurtenant equipment that are part of the Network, such leases and licenses (each a "Tower Lease" and collectively, the "Tower Leases") being identified in Exhibit A to this Agreement, and such premises (collectively, the "Premises") being as identified and set forth in the Tower Leases, and PAID desires to assume the Tower Leases.

C.   The City desires to sublease and sublicense (as applicable) the Premises from PAID, and PAID desires to sublease and sublicense (as applicable) the Premises to the City, on the terms and conditions set forth in this Agreement.

D.   Pursuant to the Asset Purchase Agreement, the City has the option, to be exercised in the City's sole discretion at or before the closing of the Network purchase ("Network Closing"), of acquiring, with the Network, certain multi-year contracts for the provision of support services and fiber optic communications circuits for the Network (collectively, "Fiber and Support Contracts"), as set forth in Section 2.1(c) and Exhibit D of the APA. In the event the City exercises such option, the City desires that such Fiber and Support Contracts as are designated by the City be assigned by NAC to PAID and held by PAID for the benefit of the City, and PAID agrees to assume such agreements, on the terms and conditions set forth in this Agreement.

E.   The Philadelphia Industrial Development Corporation ("PIDC") is a nonprofit corporation organized under the laws of Pennsylvania for the purpose, among others, of acting as PAID's agent in carrying out its economic development and other purposes;

NOW, THEREFORE, in consideration of the foregoing Background, and the representations, warranties, covenants and conditions contained in this Agreement, the City and PAID, intending to be legally bound, agree as follows:

Article 1 Sublease.

1.1   Sublease. With respect to each Tower Lease, PAID hereby subleases or sublicenses (as applicable) the Premises to which the Tower Lease applies to the City, subject to completion of the Network Closing and effective and commencing on the date on which the Tower Lease is assigned by NAC to PAID in accordance with this Agreement; provided, (i) if the effective date of the assignment from NAC to PAID for any Tower Lease is later than the Network Closing date, then as to such later assignment, the foregoing sublease or sublicense shall be effective as of the effective date of the assignment; (ii) if any Tower Lease is not duly assigned by NAC to PAID or cannot by its terms be lawfully assigned to PAID, then nothing in this Agreement shall apply to such Tower Lease and neither PAID nor the City shall have any obligation to the other with respect to such Tower Lease.

1.2   Rents. The City shall promptly pay to PAID, solely for payment by PAID pursuant to the Tower Leases, all rents, penalties, fees, and other charges that become due and owing pursuant to each Tower Lease (collectively, "Rents"); provided, that the City reserves the right to pay the Rents directly to the counterparty under the Tower Lease, to the extent permitted by the counterparty and/or the Tower Lease. The City shall promptly notify PAID of any dispute with the counterparty under a Tower Lease that the City believes affects any such payment obligation under the Tower Lease, and if reasonably directed by the City in writing, PAID shall withhold payment.

1.3   City Obligations. Except as set forth otherwise in this Agreement and as to all and only the Tower Leases assigned by NAC to PAID in accordance with this Agreement:

1.3.1   The terms and conditions of the Tower Leases are deemed to be incorporated by reference in this Agreement. The City, as subtenant to PAID occupying and using the Premises subject to a Tower Lease, shall be obligated to PAID (but not directly to the counterparty thereon), throughout the current term and any renewal term of the Tower Lease, to comply with the terms and conditions of the Tower Lease and perform PAID's obligations thereunder, to the extent the City, as subtenant to PAID, is permitted and can so comply and perform pursuant to the terms of the Tower Lease; except that the City shall not be obligated to furnish any insurance required under any of the Tower Leases. The City shall use the Premises in accordance with the terms and conditions of the applicable Tower Lease.

1.3.2   Subject to Section 1.2, *Rents*, to the extent permitted under the Tower Lease and applicable law, the City shall faithfully and timely perform PAID's obligations as tenant under the Tower Lease; and PAID hereby authorizes the City to perform such obligations on its behalf.

1.3.3   The City will designate certain employees who will consult with PAID regarding PAID's performance under the Tower Leases; and to the extent permitted under and consistent with the

terms and conditions of the Tower Lease, the City will perform any of PAID's responsibilities and prepare any documents required of PAID under the Tower Lease.

1.3.4 The City agrees to pay promptly when due to PAID or on PAID's behalf, all fees, costs and expenses reasonably incurred by PAID, including but not limited to the consulting and administrative fees and expenses of PIDC and reasonable attorneys' fees and expenses, whenever incurred, in connection with PAID's negotiation, execution, delivery and performance of its obligations under this Agreement and the Tower Leases; provided, that the City's obligation to pay the fees and expenses of outside counsel retained by PAID or PIDC shall be subject to the City's prior approval of such counsel, which will not be unreasonably withheld.

1.4 PAID Obligations.

1.4.1 PAID shall assume each of the Tower Leases designated by the City in writing from NAC pursuant to NAC's assignment thereof to PAID, and shall enter into such agreements and execute such documents as may reasonably be required of PAID to complete such assumption and assignment in accordance with the terms of the Tower Leases and applicable law.

1.4.2 Pursuant to this Agreement, PAID shall faithfully and timely perform and carry out all of PAID's obligations pursuant to each of the Tower Leases, as set forth therein.

1.4.3 PAID shall have no payment or other liability or responsibility to operate, maintain, repair, install, or remove any communications equipment located on any Premises; all such liability and responsibility shall remain with the City.

1.4.4 Provided the City is in compliance with this Agreement, PAID shall renew or not renew each Tower Lease (by giving the appropriate notices thereof, in accordance with terms of the Tower Lease) as directed by the City in writing; provided, that the City reserves the right (to the extent permitted by the counterparty and/or Tower Lease) to renew or not renew each Tower Lease itself, by giving the appropriate notices thereof, and PAID hereby authorizes the City to so act on PAID's behalf. PAID shall not be considered to be in default of this Agreement and shall not have liability hereunder if the City does not timely give written direction to PAID to renew or not renew a Tower Lease.

1.4.5 Insurance. PAID shall obtain all insurance required under each of the Tower Leases, in accordance with the terms thereof and effective as of PAID's assumption of the Tower Lease. The City of Philadelphia, its officers, employees and agents shall be named as additional insureds on such general liability insurance and, if required, umbrella insurance policies. The coverage afforded the City and its officers, employees, and agents as additional insureds shall be primary to any other coverage available to PAID and shall not permit or require such other coverage to contribute to the payment of any loss, and no act or omission of the City, its officers, employees and agents shall invalidate coverage. Prior to the effective date of PAID's assumption of any Tower Lease, PAID shall furnish a certificate(s) of insurance to the City's Risk Manager evidencing that the coverages required under the Tower Lease are bound and in effect, at the following address: City of Philadelphia, Risk Manager, One Parkway Building, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102.

1.5   Quiet Enjoyment. Subject to the terms and conditions of the applicable Tower Lease and the rights of PAID in this Agreement, and provided that the City is in compliance with this Agreement, the City shall have possession and quiet enjoyment of the Premises for the term and any renewal term of each Tower Lease.

Article 2 Fiber and Support Contracts.

2.1   Assignment and Assumption. If and as directed by the City in writing, PAID shall assume any one or more of the Fiber and Support Contracts from NAC pursuant to NAC's assignment thereof to PAID (sometimes referred to in this Article 2 as the "Assigned Contracts"), and shall enter into such agreements and execute such documents as may be required of PAID to complete such assumption and assignment in accordance with the terms of such contract and applicable law; provided, if any Fiber and Support Contract is not duly assigned by NAC to PAID or cannot be assigned to PAID by its terms or under applicable law, then nothing in this Agreement shall apply to such contract and neither PAID nor the City shall have any obligation to the other with respect thereto.

2.2   Service Charges. The City shall promptly pay to PAID, solely for payment by PAID to the counterparty under the applicable Assigned Contract, all fees and charges that become due and owing pursuant to the Assigned Contract; provided, (i) that PAID shall not make any such payment except pursuant to an invoice submitted by the counterparty and approved in writing by the City, and (ii) that the City reserves the right to receive such invoices from, and make such payments, directly to the counterparty thereon, to the extent permitted by the counterparty and/or the Assigned Contract, and PAID hereby authorizes the City to so act on its behalf.

2.3   City Obligations. Except as set forth otherwise in this Agreement and as to all and only the Assigned Contracts:

2.3.1   Subject to Section 2.2, *Service Charges*, and to the extent consistent with the terms thereof, the City shall faithfully and timely perform PAID's obligations under the Assigned Contracts; PAID hereby authorizes the City to perform such obligations.

2.3.2   The City shall be responsible for managing and supervising the performance of the counterparty under an Assigned Agreement, and except as agreed otherwise by PAID and the City, PAID shall have no such responsibility. PAID shall issue such notices of deficient performance and/or default as the City directs in writing; provided, that the City may issue such notices itself. PAID hereby authorizes the City to perform the City actions and functions provided in this Section 2.3.2.

2.3.3   As reasonably requested by PAID, the City will designate certain employees who will consult with PAID regarding PAID's performance under an Assigned Contract; and as reasonably requested by PAID, the City will perform any of PAID's responsibilities and prepare any documents required of PAID under the contract.

2.3.4   The City agrees to pay promptly when due to PAID or on PAID's behalf, all fees, costs and expenses reasonably incurred by PAID, including but not limited to the consulting and administrative fees and expenses of PIDC and reasonable attorneys' fees and expenses, whenever incurred, in connection with PAID's negotiation, execution, delivery and performance of its obligations under this Agreement or the Assigned Contracts.

2.4   PAID Obligations.

2.2.1   PAID shall assume each of the Fiber and Support Contracts designated by the City in writing from NAC pursuant to NAC's assignment thereof to PAID, and shall enter into such agreements and execute such documents as may reasonably be required of PAID to complete such assumption and assignment in accordance with the terms of the contract and applicable law.

2.2.2   Subject to this Agreement, PAID shall faithfully and timely perform and carry out all of PAID's obligations pursuant to each of the Assigned Contracts, as set forth therein, throughout the term of this Agreement.

Article 3 Term.

3.1   Subject to Section 3.2, this Agreement shall commence on the Effective Date and shall continue in effect thereafter until thirty (30) days after the latest date on which: (i) all Tower Leases and Fiber and Support Contracts assigned to PAID pursuant to this Agreement have terminated in accordance with their terms; and (ii) the City and PAID have each completed all of their undertakings and obligations under this Agreement and the Tower Leases and Fiber and Support Contracts assigned to PAID under this Agreement, and (iii) the City and PAID have terminated this Agreement in writing, which the City and PAID shall not unreasonably refuse or fail to do provided that (i) and (ii) are satisfied.

3.2   Notwithstanding Section 3.1, each sublease and sublicense granted by PAID to the City pursuant to Section 1.1, *Sublease*, shall terminate one (1) calendar day before the expiration of the then current term or renewal term of the Tower Lease to which it applies, unless the Tower Lease is renewed in accordance with its terms.

Article 4 Rights Against and Disputes With Third Parties; Litigation.

4.1   Provided the City is current in the performance of its obligations to PAID under this Agreement, the City shall have the right to pursue in the City's name all rights and remedies which PAID may have against the counterparty on any Tower Lease or Fiber and Support Contract assigned to PAID under this Agreement, under the lease or contract and at law or in equity.

4.2   In the event of a dispute between the City and the counterparty under any Tower Lease or Fiber and Support Contract assigned to PAID pursuant to this Agreement, PAID hereby authorizes the City to issue to the counterparty, on behalf of PAID, such notices of deficient performance, default, or other matter relating to the dispute as the City determines to be appropriate.

4.3   In the event of any litigation arising out of or relating to a Tower Lease or Fiber and

Support Contract assigned to PAID under this Agreement, the performance of PAID's obligations thereunder, or by reason of PAID's being a party thereto, including but not limited to claims asserted by a third party, PAID shall, within four (4) business days of receipt, deliver all process served upon it directly to the City Solicitor, with a copy to the City's Chief Technology Officer as provided in Section 10.4, *Notices*. The City Solicitor will either enter the City's appearance on behalf of PAID in a timely fashion or retain counsel which will enter its appearance on behalf of PAID in a timely fashion. The City shall defend PAID in all such actions in accordance with Article 8, *Indemnification; Limitation of Liability*, shall have the right to control the defense of such proceeding, and shall keep PAID advised as to all material developments in the proceeding. All information with respect to litigation will be sent to PAID in as provided in Section 10.4, *Notices*. The City may in its discretion arrange for the defense of PAID by any applicable insurer pursuant to any insurance policy maintained by any third party (other than PIDC) under which PAID is an endorsed named insured.

Article 5 Duties and Covenants Pursuant to Chapter 17-1400.

5.1   PAID shall abide by the provisions of Philadelphia Code Chapter 17-1400 in awarding any contract(s) pursuant to this Agreement as though such contracts were directly subject to the provisions of Chapter 17-1200, except that the exception set forth at Subsection 17-1406(8) shall apply to PAID as if PAID were listed in that subsection.

5.2   Unless approved by the City to the contrary, any approvals required by the Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed by PAID by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed by PAID by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by PAID by its Chairman.

Article 6 Standard City Provisions. PAID agrees that in addition to Article 5, *Duties and Covenants Pursuant to Chapter 17-1400*, PAID will in its performance under this Agreement comply with all applicable laws, including without limitation, the provisions set forth in Exhibit C, *Standard City Provisions*.

Article 7 Approval by City Council. This Agreement shall have no force or effect unless or until approved by City Council by ordinance and the ordinance becomes law, whether or not the Agreement is executed by PAID and the City prior to such Council approval.

Article 8 Indemnification; Limitation of Liability.

8.1   Indemnification.

8.1.1   Indemnification of PAID. To the extent (i) that the counterparty under any Tower Lease or Fiber and Support Contract assigned to PAID under this Agreement fails to provide reasonable and timely indemnification against Claims or Losses (as defined below), (ii) permitted by applicable law, and (iii) the Claims or Losses are not covered under an insurance policy maintained by a third party (other than PIDC) for the benefit of PAID, then the City agrees, to the extent permitted by law and subject to Section 8.3 hereof, to indemnify, defend and

hold harmless PAID and PIDC, and each of their directors, members, officials, officers, employees, agents and representatives (each a "PAID Indemnified Party" and collectively, the "PAID Indemnified Parties"), from and against any and all suits, claims or causes of action (collectively "Claims"), and all liabilities, losses, obligations, damages, penalties, costs, charges, expenses, judgments and amounts paid in settlement (including without limitation, reasonable attorneys' fees) of every kind (collectively "Losses"), which may be imposed upon, incurred by or asserted against any PAID Indemnified Party arising out of or relating to or arising in connection with: (1) PAID's entering into this Agreement and/or assuming any of the Tower Leases or Fiber and Support Contracts, (2) the performance of any of PAID's obligations hereunder or thereunder, (3) any acts or omissions with respect to PAID's interest under this Agreement and/or any of such Tower Leases or Fiber and Support Contracts, or (4) any other acts or omissions relating to PAID's involvement hereunder or thereunder; except in each case to the extent that the Claims and Losses are attributable to the gross negligence or willful misconduct of any such PAID Indemnified Party. The City agrees that it is indemnifying PAID for its negligence under this Agreement.

8.1.1.1 In consideration of this undertaking by the City, PAID hereby agrees to cooperate with the City to enforce PAID's rights under any insurance policies maintained by any third party (other than PIDC) under which PAID is an additional or named insured, and to enforce any indemnification rights to which PAID may be entitled under any Tower Lease or Fiber and Support Agreement assigned to PAID pursuant to this Agreement, and the City and PAID agree to pursue all such third party insurance policies and indemnitors diligently with respect to all Claims or Losses which may be properly asserted in good faith against them. The City shall be subrogated to the rights of PAID under such insurance policies and indemnification rights; provided, however, it is expressly agreed that the City shall not have, and expressly waives, any right of subrogation under any insurance policies maintained by PAID or PIDC.

8.1.1.2 To the extent that either (i) the counterparty under any Tower Lease or Fiber and Support Contract assigned to PAID under this Agreement provides reasonable and timely indemnification against any Claims or Losses, or (ii) the Claims are covered by an insurer under an insurance policy maintained by a third party (other than PIDC) for the benefit of PAID without reservation of rights and Losses under such Claims are paid by such insurer on a basis such that PAID does not incur any liability, then in each case, the City's obligations under this Section 8.1.1 with respect to such specific Claims and Losses will be discharged. The City acknowledges that PAID shall not be obligated to exhaust any remedies against any third party as a condition to its right to receive indemnification hereunder.

8.1.2   Indemnification of City.

8.1.2.1 To the extent (i) that the counterparty under any Tower Lease or Fiber and Support Contract assigned to PAID under this Agreement fails to provide reasonable and timely indemnification against Claims or Losses (as defined below), and (ii) that Claims or Losses are not covered by an insurance policy maintained by a third party (other than PIDC) for the benefit of the City, PAID agrees, to the extent permitted by applicable law and subject to Section 8.3, *Tort Claims Act*, to indemnify, defend and hold harmless the City, its officers, officials, employees, attorneys, representatives and agents, and representatives (each a "City Indemnified

Party" and collectively, the "City Indemnified Parties"), from and against all Claims and Losses, which may be imposed upon, incurred by or asserted against a City Indemnified Party arising out of or relating to or arising in connection with (i) the performance or breach of the obligations or representations of PAID under this Agreement any Tower Lease or Fiber and Support Agreement assigned to PAID under this Agreement or the other documents contemplated thereby, or (ii) any other acts or omissions of PAID or any of its directors, members, officers officials, employees, agents and attorneys providing services relating thereto or thereunder, in each case insofar as such Claims or Losses arise directly or indirectly from the willful misconduct or gross negligence of PAID or any PAID Indemnified Party.

8.1.2.2 To the extent that either (i) the counterparty under any Tower Lease or Fiber and Support Contract assigned to PAID under this Agreement provides reasonable and timely indemnification of the City against any Claims or Losses, or (ii) the Claims are covered by an insurer under an insurance policy maintained by a third party (other than PIDC) for the benefit of the City without reservation of rights and Losses under such Claims are paid by such insurer on a basis such that the City does not incur any liability, then in each case, PAID's obligations under this Section 8.1.2 with respect to such specific Claims and Losses will be discharged. PAID acknowledges that the City shall not be obligated to exhaust any remedies against any third party as a condition to its right to receive indemnification hereunder.

8.2   Limitation of Liability. The liability of PAID, PIDC and any other PAID Indemnified Party under this Agreement shall be limited to PAID's interest under this Agreement and the Tower Leases and Fiber and Support Agreements that are assigned to PAID under this Agreement, and the lien of any judgment shall be restricted thereto.

8.3   Tort Claims Act. Nothing in this Agreement shall waive or be construed to waive or amend, or be deemed to waive or amend, any defense or immunity which the City or PAID, or their officials, members, officers, agents, employees, attorneys or representatives may have under Title 42, Chapter 85 of the Pennsylvania Consolidated Statutes Annotated, as applicable, or other applicable law.

8.4   Notice. The parties agree that neither shall be obligated under this Article 8 unless the indemnifying party has been given prompt and timely notice of matters contemplated herein; provided, however, the failure to so notify the indemnifying party will not relieve the indemnifying party from any obligation under this Article 8 except to the extent such failure has materially injured the ability of the indemnifying party to defend such matter successfully or to minimize the economic exposure resulting therefrom.

8.5   Article 8 Survival. Without limiting the effect of Section 10.12, *Survival*, this Article 8 shall survive expiration or termination of this Agreement.

Article 9 Termination of Certain Agreements.

9.1   If and as directed by the City, PAID shall enter into an agreement with NAC to terminate that certain agreement, titled "Street Light Use Agreement" and dated February 21, 2006, by and between EarthLink, Inc. and PAID and assigned by EarthLink to NAC, by written agreement

between them, on or about June, 2008, with the consent of PAID and the City ("PAID/NAC Street Light Use Agreement"); such termination to be effective upon, but only upon, completion of the Network Closing and as of the date of the Network Closing, and such agreement to terminate to be on terms and conditions satisfactory to PAID, NAC, and the City.

9.2   Upon, but only upon, completion of the Network Closing and effective as of the date of the Network Closing, that certain agreement by and between the City and PAID, titled "Street Light Use Agreement" and dated February 21, 2006, is terminated without liability of either party to the other party.

Article 10 Miscellaneous Provisions.

10.1   <u>Background Incorporated</u>. The Background is incorporated in and made a part of this Agreement.

10.2   <u>Assignment</u>. Neither party shall assign this Agreement, or any portion of it, without the prior written consent of the other party, and any such assignment made without such consent shall be void and unenforceable; provided, however, as follows: (i) if and as directed by the City in writing, PAID shall assign this Agreement and all Tower Leases and Fiber and Support Agreements assigned to PAID pursuant to this Agreement to another City-related authority or agency created pursuant to the Pennsylvania Municipal Authorities Act of 1945, as amended, or the Pennsylvania Economic Development Financing Law, Act No. 102, approved April 23, 1967, as amended, that has substantially the same powers, purposes, and authority as has PAID; (ii) such assignee must agree, as a condition of the assignment, to be bound to the extent PAID is bound under this Agreement and all Tower Leases and Fiber and Support Agreements assigned to PAID pursuant to this Agreement; and (iii) notwithstanding anything contained herein to the contrary, no assignment by the City shall relieve the City from any covenant or obligation hereunder, and the City shall continue to remain primarily, jointly and severally, liable and obligated for all covenants and obligations hereunder.

10.3   <u>Expiration of PAID</u>. In the event that during the term of this Agreement, the existence of PAID is not renewed or extended pursuant to applicable law and a successor is not established, all rights and obligations of PAID under this Agreement shall, at the election of the City, vest in the City's designee without any further action by the parties hereto.

10.4   <u>Notices</u>. All notices shall be in writing and delivered in person with receipt or confirmation of receipt obtained, or sent by United States Certified Mail, Return Receipt Requested, or by overnight delivery service with signature acknowledging delivery required, at the following addresses or such other address as may be designated in writing:

If to PAID:

Philadelphia Authority for Industrial Development
2600 Centre Square West
1500 Market Street
Philadelphia, PA 19102-2126

Attn: Chairman

With copy to:

Philadelphia Industrial Development Corporation
2600 Centre Square West
1500 Market Street
Philadelphia, PA 19102-2126

If to City:

Chief Technology Officer
City of Philadelphia
1234 Market Street, Suite 1850
Philadelphia PA 19107

With copies to:

Commissioner of Public Property
Department of Public Property
City Hall, Room 790
Philadelphia, PA 19107

     and

City Solicitor
1515 Arch Street, 17th Floor
Philadelphia, PA 19102

10.5   <u>Governing Law; Forum and Jurisdiction</u>. This Agreement and all disputes arising under the Agreement shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or in a Pennsylvania state court sitting in Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in one of these forums. The parties further agree not to raise any objection, as to forum or venue, to any lawsuit, action, claim, or legal proceeding which is brought in one of these forums, and the parties expressly consent to the jurisdiction and venue of these forums.

10.6   <u>Successors and Assigns</u>. Without limiting the provisions of Section 10.2, *Assignment*, of this Agreement, the terms, covenants and conditions contained in this Agreement shall extend to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

10.7   Severability. If any term or covenant of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remaining terms and covenants of this Agreement, or the application of such term or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.8   Right to Enforce Strictly. Any law, usage or custom to the contrary notwithstanding, the parties shall have the right at all times to enforce all terms, conditions and covenants of this Agreement in strict accordance with its terms, notwithstanding any conduct or custom on the part of the enforcing party in refraining from so doing at any time or times, or from enforcing its rights hereunder strictly in accordance with the same. Any such conduct shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant of this Agreement, or as having in any way or manner modified the same.

10.9   Headings. Headings and section titles in this Agreement are for convenience and reference only, are not a part of the Agreement, and shall not be used to construe its provisions.

10.10   Signatures and Execution of Agreement. This Agreement is binding and effective only if it is fully executed by both parties.

10.11   Effect of Drafting on Construction. The fact that this document may have been initially drafted by the attorney for one of the parties hereto has no significance as to construction of ambiguous terms against either party, inasmuch as this Agreement is the product of arms-length negotiations between the parties, and no provision of this Agreement shall be construed against a party solely because that party or that party's counsel drafted such provision.

10.12   Survival. Any and all provisions set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the termination of the Agreement shall survive and be enforceable after such termination, including, without limitation, the following: (i) any obligations of the City or PAID accruing prior to the expiration of this Agreement; (ii) Article 8, *Indemnification; Limitation of Liability*; (iii) Section 10.4, *Notices*; (iv) Section 10.5, *Governing Law; Forum and Jurisdiction*; and (v) Section 10.15, *Third Party Beneficiaries*.

10.13   Entire Agreement; No Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No prior agreement between the parties or their affiliates shall be relevant or admissible to determine the meaning of any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only by a writing signed by both parties hereto, approved by the City in accordance with Applicable Laws.

10.14   Waiver of Jury Trial. PAID and the City each hereby willingly, knowingly and voluntarily waives any and all rights to request a jury trial in any proceeding at law or in equity arising under or in connection with this Agreement.

10.15   Third Party Beneficiaries. PIDC shall be an express third party beneficiary of this Agreement. Nothing in the Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than PAID, the City, and PIDC, any rights, remedies, or other benefits under or by reason of the Agreement.

10.16   Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy, .pdf format copy or other facsimile transmission of any signature shall be deemed an original and shall bind such party. The Agreement shall bind the parties upon, but only upon, the valid execution of at least one counterpart by each party. The parties shall exchange originals of this Agreement bearing their original signatures within five (5) business days after execution.

[Signature Page Follows]

APPROVED AS TO FORM
Shelley R. Smith, City Solicitor

By:_____
   Michael C. Athay
   Chief Deputy City Solicitor

CITY OF PHILADELPHIA
By and Through its Division of Technology and
Department of Public Property

_____
Allan R. Frank
Chief Technology Officer

Date: _____

_____
Joan Schlotterbeck
Commissioner of Public Property

Date: _____

**PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT**

Date: _____

_____
James McManus
Chairman

EXHIBIT A

TOWER LEASES

TOWER LEASES

1. Master Tower Space License Agreement, by and between EarthLink, Inc. and American Towers, Inc. effective as of 8/22/06, and including the following Schedules concerning License of Space:
    a. Schedule Site Lease (East Cayuga) by and between EarthLink, Inc. and Tower Asset Sub, LLC dated 9/29/06 (date of last signature).
    b. Schedule Site Lease (East Tulip) by and between EarthLink, Inc. and Southern Towers, LLC dated 10/11/06 (date of last signature).
    c. Schedule Site (Kimball) Lease by and between EarthLink, Inc. and Southern Towers, LLC dated 10/27/06 (date of last signature), as amended by that certain First Amendment to Schedule License of Space effective as of 1/3/07, as further amended by that certain Second Amendment to Schedule License of Space effective as of 3/19/07.
    d. Schedule Site Lease (Philadelphia Ridge) by and between EarthLink, Inc. and American Towner Management, LLC dated 10/27/06 (date of last signature), as amended by that certain First Amendment to Schedule License of Space effective as of 1/3/07, as further amended by that certain Second Amendment to Schedule License of Space effective as of 3/19/07.
    e. Schedule Site Lease (Tacony) by and between EarthLink, Inc. and Tower Asset Sub, LLC dated 11/7/06 (date of last signature), as amended by that certain First Amendment to Schedule License of Space effective as of 1/3/07.
    f. Schedule Site Lease (Torresdale) by and between EarthLink, Inc. and Tower Asset Sub, LLC dated 11/17/06 (date of last signature), as amended by that certain First Amendment to Schedule License of Space effective as of 1/3/07, as further amended by that certain Second Amendment to Schedule License of Space effective as of 3/19/07.

2. Tower Lease Agreement, by and between EarthLink, Inc. and T-Mobile Northeast LLC, effective as of 4/26/07, as amended by that certain First Amendment to Tower Lease Agreement effective as 7/16/07.

3. Antenna Site Lease Agreement, by and between EarthLink, Inc. and A&B Wiper Supply, Inc. effective as of 9/22/06.

4. Antenna Site Lease Agreement , by and between EarthLink, Inc. and Albert Einstein Healthcare Network effective as of 11/30/06.

5. Antennae Site Lease Agreement , by and between EarthLink, Inc. and Brookside Iroquois, LLC, and GJBH Iroquois, LLC effective as of 10/19/06.

6. Clear Channel Outdoor Inc. Agreement , by and between EarthLink, Inc. and ClearChannel Outdoor, Inc. effective as of 12/08/06.

7. Communications Site Lease Agreement , by and between EarthLink, Inc. and CoreComm ATX , Inc. effective as of 7/24/06.

8. Antenna Site Lease Agreement , by and between EarthLink, Inc. and Forty Seven Hundred Wissahickon effective as of 11/02/06.

9. Antenna Site Lease Agreement , by and between EarthLink, Inc. and Liberty Tower Apartments 2004, L.P. effective as of 12/5/06.

10. Antenna Site Lease Agreement , by and between EarthLink, Inc. and Marriott Hotel Services, Inc. effective as of 6/12/07.

11. Antenna Site Lease Agreement , by and between EarthLink, Inc. and MHI Hospitality dated 1/24/07 (date of last signature).

12. Antenna Site Lease Agreement , by and between EarthLink, Inc. and New Covenant Church of Philadelphia effective as of 5/10/07.

13. License Agreement , by and between EarthLink, Inc. and NNN 1818 Market Street, LLC effective as of 7/24/07.

14. Communications Site Lease Agreement , by and between EarthLink, Inc. and People for People, Inc. effective as of 7/20/06.

15. Antenna Site Lease , by and between EarthLink, Inc. and The Philadelphia Housing Authority (Fair Hill) effective as of 9/14/06.

16. Antenna Site Lease , by and between EarthLink, Inc. and The Philadelphia Housing Authority (West Park) effective as of 12/28/06.

17. Antenna Site Lease , by and between EarthLink, Inc. and Trent Motel Associates, LP effective as of 11/27/06.

18. Antenna Site Lease , by and between EarthLink, Inc. and Woodhaven Investment Trust, Inc. dated 2/16/07 (date of last signature).

19. Antennae Site Lease Agreement , by and between EarthLink, Inc. and Hathaway House effective as of 6/29/07, as amended by that certain First Amendment to License effective as of 12/4/07.

EXHIBIT B

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

by and between

NETWORK ACQUISITION COMPANY, LLC,
as Seller

and

THE CITY OF PHILADELPHIA
as Purchaser

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("*Agreement*") is made and entered into this __th day of _____2010 by and between NETWORK ACQUISITION COMPANY, LLC, a Delaware limited liability company ("NAC" or "Seller"), and the CITY OF PHILADELPHIA (the "City" or "Purchaser"). Seller and Purchaser are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

BACKGROUND

A.   Seller is engaged in the business of providing WiFi broadband Internet service using 802.11 protocol to users in Philadelphia, Pennsylvania (the *"Business")* utilizing a wireless mesh communication network, a microwave wireless and fiber backhaul network, an injection layer network linking the mesh communications network with the backhaul network, and the other tangible and intangible Network Assets *(*collectively, the *"Network").*

B.   Seller acquired the Business and the Network from EarthLink, Inc. in or about June, 2008, pursuant to that certain agreement by and between Seller and EarthLink dated May 25, 2008 and titled "Asset Purchase Agreement" (the *"NAC/EarthLink Asset Purchase Agreement"*).

C.   Pursuant to the terms and subject to the conditions contained in this Agreement, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller for Purchaser's intended use, substantially all of the Network Assets owned or used by Seller exclusively in connection with the operation of the Business.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the promises, mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Article 1 Definitions.

The following terms shall have the respective meanings set forth below throughout this Agreement. Except as expressly provided otherwise in this Agreement or in Exhibits A-G, capitalized terms shall have the meanings specified in this Article 1. Such meanings shall be applicable to both the singular and plural of the term defined. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa. "Day" shall mean business day unless calendar day is specified.

1.1   *"Agreement"* means this agreement, comprised of Articles 1-12, together with the Background and all exhibits and attachments hereto, including without limitation Exhibits A-G hereto, all of which are hereby incorporated in the Agreement by reference.

1.2   *"Assumed Contracts"* means, collectively (i) the leases, licenses, contracts, agreements and other similar arrangements set forth in Exhibit C (*Tower Leases and Licenses*), and (ii) the contracts, agreements, and other similar arrangements set forth in Exhibit D, *Service and Fiber Agreements*, to the extent (but only to the extent) Purchaser exercises its option to assume such service and fiber agreements as set forth in Section 2.1 (*Sale of Network Assets*), subsection (c).

1.3   *"Assumed Liabilities"* has the meaning set forth in <u>Section 2.3 (*Assumed Liabilities*)</u>.

1.4   *"Bill of Sale, Assignment and Assumption Agreement"* has the meaning set forth in Section 7.5 (*Closing Deliveries*).

1.5   *"Business"* has the meaning set forth in the Background section.

1.6   *"Claim"* has the meaning set forth in <u>Section 11.4 (*Notice of Losses*)</u>.

1.7   *"Claims Notice"* has the meaning set forth in <u>Section 11.4 (*Notice of Losses*)</u>.

1.8   *"Closing"* has the meaning set forth in <u>Article 3 (*Closing*)</u>.

1.9   *"Closing Date"* has the meaning set forth in <u>Article 3 (*Closing*)</u>.

1.10   *"Consent"* means any consent, approval, authorization, qualification, waiver, registration or notification.

1.11   *"Excluded Assets"* has the meaning set forth in <u>Section 2.2 (*Excluded Assets*)</u>.

1.12   *"Excluded Liabilities"* has the meaning set forth in <u>Section 2.4 (*Excluded Liabilities*)</u>.

1.13   *"Governmental Entity"* means any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

1.14   *"Indemnitee"* has the meaning set forth in <u>Section 11.4 (*Notice of Losses*)</u>.

1.15   *"Indemnitor"* has the meaning set forth in <u>Section 11.4 (*Notice of Losses*)</u>.

1.16   *"Intellectual Property"* means all copyrights, trademarks and service marks (and the goodwill signified thereby), logos, trade names, trade secrets, domain names, patents, inventions and computer software (including, to the extent applicable, registrations, applications, and renewals for registrations of each of the foregoing) which are owned by or licensed to or otherwise held for use by Seller exclusively in connection with the operation of the Business.

1.17   *"Laws"* has the meaning set forth in <u>Section 4.9 (*Violation of Laws*)</u>.

1.18   *"Lien"* means any mortgage, lien, mechanics lien, tax lien, option, security interest, pledge, charge or encumbrance of a similar nature on any real or personal property or property interest.

1.19   *"Losses"* has the meaning set forth in <u>Section 11.2 (*Indemnification; Limitation of Liability*)</u>.

1.20   *"Material Adverse Effect"* means any change, occurrence or development that has had or would reasonably be expected to have a material adverse effect on the Network Assets or the operations of the Network as intended by Purchaser (including, without limitation, Network coverage), or the results of operations of the Network taken as a whole, excluding any effect resulting from (i) any adverse changes or developments in applicable Laws; (ii) actions taken at the Purchaser's request or permitted or required by this Agreement and (iii) the execution, announcement (except to the extent in violation of this Agreement) or performance of this Agreement or the transactions contemplated hereby.

1.21   *"Network"* has the meaning set forth in Section A of the Background.

1.22   *"Network Agreement"* has the meaning set forth in Section 7.5 (*Closing Deliveries)*.

1.23   *"Network Assets"* or *"Purchased Assets"* means, collectively, the following:

(a)   All of NAC's rights and interests in the sites on which are located Tower Assets, including, without limitation, all of NAC's rights and interests under all leases, licenses, contracts, agreements and other similar arrangements set forth in Exhibit C (*Tower Leases and Licenses*), such leases, licenses, contracts, agreements and other similar arrangements being collectively referred to in this Agreement as the "Tower Leases";

(b)   Subject to Purchaser's exercise of its option set forth in Section 2.1(c), all of NAC's rights and interests under any contracts, agreements, and other similar arrangements set forth in Exhibit D, *Service and Fiber Agreements*;

(c)   All WiFi nodes, backhaul radios, cabinets, servers, mounting equipment, testing equipment, other equipment, poles, towers, dishes or masts, antennae, cabling, wiring, modems, fixtures and other tangible personal property owned by NAC, including but not limited to all of the foregoing items that are included in the "Tower Assets" as defined in Section 1.36;

(d)   To the extent assignable, all permits, registrations and other similar rights obtained from Governmental Entities and used exclusively in the Business, and all of the radio spectrum authorizations from the Federal Communications Commission set forth in Exhibit B, *Radio Spectrum Licenses*;

(e)   All rights, claims, causes of action, recoveries and rights of reimbursement arising out of or relating exclusively to the Network Assets;

(f)   All service set identifiers ("SSID(s)") currently in use in the Network and its configuration and including, but not limited to, the following SSID: Wireless Philadelphia;

(g)   All maps of the Network and all documentation concerning the equipment constituting the Network;

(h)   All goodwill associated with the Business; and

(i)   Licenses to all computer software and software code that are required to operate the Network and/or was used by Seller in the operation of the Network, including, without limitation, the software identified in Section 10.8 (collectively, *"Software License(s)"*).

1.24   *"Option Agreement"* means that certain agreement by and between NAC and the City titled "Option Agreement" and dated August 3, 2009, as amended.

1.25   *"PAID"* has the meaning set forth in Section 1.6(b).

1.26   *"Party"* or *"Parties"* has the meaning set forth in the Preamble.

1.27   *"Permitted Liens"* means all and only the Liens expressly identified as Assumed Liabilities in Section 2.3 (*Assumed Liabilities*).

1.28   *"Purchase Price"* has the meaning set forth in Section 2.6 (*Purchase Price*).

1.29   *"Purchaser"* has the meaning set forth in the Preamble.

1.30   *"Purchaser Indemnitee"* has the meaning set forth in Section 11.2 (*Indemnification; Limitation of Liability"*).

1.31   *"Seller"* has the meaning set forth in the Preamble.

1.32   *"Seller Disclosure Schedule"* has the meaning set forth in Article 4.

1.33   *"Service and Fiber Agreements"* means the agreements set forth in Exhibit D (*Service and Fiber Agreements*).

1.34   *"Software License"* has the meaning set forth in Section 1.23(i).

1.35   *"Tax"* means all Federal, state, city, county, foreign or other governmental taxes, assessments, duties, fees, levies or similar charges of any kind, including all income, profit, franchise, excise, property, use, intangibles, sales, payroll, employment, withholding and other taxes, and including all interest and penalties imposed with respect to such amounts.

1.36   *"Tower Assets"* means, collectively:

        (a)   All items of equipment and other assets set forth in Exhibit A-1, *Network Equipment (Tower)*;

        (b)   All items of equipment and other assets set forth in Exhibit A-2, *Network Equipment (Mesh)* that are identified by the designation "Tower" and/or the designation "Mesh-CIL"

        (c)   All items of equipment and other assets set forth in Exhibit A-3, *Network Equipment in Storage*, that are identified by the designation "Tower" and/or the designation "Mesh-CIL".

        Notwithstanding anything to the contrary set forth in this Agreement or any exhibit hereto, the Tower Assets shall include, without limitation, to the extent owned or leased by NAC, (i) all lattice and other towers, poles, monopoles, masts, and appurtenant equipment on which any Tower Assets are located or that are necessary to mount and operate Tower Assets; and (ii) all of the following radios: Alvarion, Motorola Canopy, Cyclone, 900MHz Subscriber, 900 MHz Access Point, and other point-to-point and point-to-multipoint radios owned or leased by NAC, including, without limitation, such radios mounted on or adjacent to microwave towers, such radios mounted on street lights and other facilities other than microwave towers, and such radios that are in storage.

1.37   *"Tower Leases"* has the meaning set forth in Section 1.23(a).

1.38   *"Transfer Taxes"* has the meaning set forth in Section 10.3 (*Taxes*).

Article 2 Purchase and Sale.

2.1 <u>Sale of Network Assets.</u>

(a) Upon the terms and subject to the conditions contained in this Agreement and for the Purchase Price set forth in Section 2.6 (*Purchase Price*) below, at the Closing, Seller shall sell, convey, transfer and assign to Purchaser, and Purchaser shall purchase and accept from Seller, all of Seller's right, title and interest in, to and under the "Network Assets" (as defined in Section 1.23, *Network Assets*), free and clear of all liabilities other than Assumed Liabilities, and all Liens other than Permitted Liens. For purposes of this Agreement, *"Network Assets"* means all of the assets, properties and rights specifically identified and set forth in Section 1.23 (*"Network Assets" or "Purchased Assets"*), other than the "Excluded Assets" (as defined in <u>Section 2.2, *Excluded Assets*</u>):

(b) Except as directed otherwise by the Purchaser in writing, Seller shall assign the Tower Leases to the Philadelphia Authority for Industrial Development ("PAID"), subject to PAID's assumption thereof, and shall enter into such assignment and assumption agreements with PAID, on such terms as PAID and the City may reasonably require, as are necessary to complete the assignment.

(c) Purchaser shall have the option, to be exercised in Purchaser's sole discretion at or before the Closing, of assuming the agreements set forth in Exhibit D (*Service and Fiber Agreements*); provided, (i) that Purchaser may exercise such option by directing Seller to assign the Service and Fiber Agreements to PAID, subject to PAID's assumption thereof, and (ii) if Purchaser so directs Seller, Seller shall enter into such assignment and assumption agreements with PAID, on such terms as PAID and Purchaser may reasonably require, as are necessary to complete the assignment.

2.2 <u>Excluded Assets</u>. Subject to Seller's express covenants, agreements, representations and warranties set forth in Article 4 (*Representations and Warranties of Seller)* and elsewhere in this Agreement, but otherwise notwithstanding anything else herein to the contrary, all assets, properties and rights of Seller other than the Network Assets (the *"Excluded Assets"*) are being retained by Seller and are not being conveyed, transferred or assigned to Purchaser pursuant to this Agreement, including, without limitation, the following:

(a) Cash and cash equivalents, all bank accounts, all lock box receipts and lock boxes, letters of credit and guaranties, and all certificates of deposit and other bank deposits owned or held by Seller or any of its affiliates;

(b) Seller's corporate accounting journals, corporate books of account, financial and other records of Seller related to the Business;

(c) All rights, claims, causes of action, recoveries and rights of reimbursement arising out of or relating to the Excluded Liabilities (as defined in <u>Section 2.4)</u> or the Excluded Assets;

(d) The insurance policies of Seller, the prepaid premiums under such policies and all of Seller's rights thereunder;

(e) All refunds of Taxes payable to Seller and all tax returns of Seller;

(g) The trademarks, service marks and trade names of Seller that are not expressly assigned by Seller to Purchaser pursuant to this Agreement;

(h)   All personnel files, employee medical files and other employee books and records; and

(i)   Any accounts receivable for monies due and owing from the City to NAC pursuant to the Option Agreement or this Agreement to the extent not paid at or before the Closing.

2.3   Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, Purchaser shall at the Closing assume the following debts, liabilities and obligations of Seller (collectively, the *"Assumed Liabilities"*).

(a)   The liabilities accrued as of the Closing Date that relate to (i) the Assumed Contracts, (ii) any Fiber and Service Agreement not assumed by Purchaser or PAID pursuant to subsection (c) of Section 2.1 (*Sale of Network Assets*), (iii) unpaid rental payments due and owing pursuant to the Tower Leases, and (iv) payments due and owing for management, consulting, professional and warehousing services directly related to the operation of the Network or this Agreement or for fiber communications circuits and related support services directly related to the operation of the Network, up to but not exceeding, in the case of the liabilities set forth in clauses (i) through (iv) preceding, the total amount of Three Hundred Seventy Thousand Dollars ($370,000). Seller shall deliver to Purchaser five (5) business days prior to the Closing Date a schedule identifying and fully describing all liabilities that are Assumed Liabilities pursuant to this Section 2.3(a) and that shall have accrued as of the Closing Date, which schedule, as approved in writing by both Parties, is hereby deemed to be incorporated in the Seller Disclosure Schedule as Section 2.3(a) thereof, or if delivered prior to the execution of this Agreement, shall be included in the Seller Disclosure Schedule prior to execution.

(b)   The liabilities consisting of unpaid charges by PECO Energy Company for electric utility service provided to the Network (but exclusive of electric utility service provided to any Tower Asset) from the date, on or about June 16, 2008, on which Seller acquired the Network Assets from EarthLink, Inc. to the Closing Date, up to but not exceeding the amount of Five Hundred Twenty Five Thousand Dollars ($525,000).

(c)   Unpaid street light use fees due and owing from Seller to the City pursuant to the "NAC Street Light Use Agreement", as derfined in Section 7.4(c).

(d)   All debts, liabilities and obligations arising out of or relating to the Network Assets to the extent arising after the Closing Date; and

(e)   All debts, liabilities and obligations arising out of or relating to performance of Assumed Contracts as to which Purchaser exercises its option set forth in Section 2.1(c) to assume such contracts, to the extent such liabilities arise after the Closing Date.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth in this Agreement, all debts, liabilities and obligations of Seller other than the Assumed Liabilities shall remain the responsibility of Seller and shall not be assumed by Purchaser pursuant to this Agreement, including, but not limited to the following debts, liabilities and obligations of Seller: (i) all accounts payable of Seller, and all debts, liabilities and obligations arising out of or relating to the Assumed Contracts to the extent arising during or relating to the period prior to the Closing Date and to the extent not expressly included in the Assumed Liabilities pursuant to Section 2.3; and (ii) all debts, liabilities and obligations relating to the failure of Seller to obtain any required Consent of the counterparty thereto to assign any Assumed Contract to Purchaser (such debts, obligations and liabilities are referred to collectively as the *"Excluded Liabilities"*).

2.5 Consents. If any Assumed Contract or any Software License is not assignable or transferable, either by virtue of the provisions thereof or under applicable law, without the Consent of some other person or entity and such Consent has not been obtained prior to the Closing, and Purchaser determines in good faith the failure to obtain such Consent would result in a Material Adverse Effect, then Purchaser shall not be obligated to complete the Closing.

2.6 Purchase Price. The Purchaser shall pay to the Seller the sum of One Million Seven Hundred Thirty-Seven Thousand Five Hundred Dollars) ($1,737,500) as payment in full for the Network Assets (the "Purchase Price"). The Purchase Price is net of Assumed Liabilities and payments made or due and owing by Purchaser to Seller under the Option Agreement. The Purchaser shall pay the Purchase Price and any amounts due and owing under the Option Agreement as of the Closing Date (prorated as applicable), within five (5) business days after the Closing Date, in cash, by cashier's check, or by wire transfer. The Purchase Price shall be subject to any dollar-for-dollar credit as provided in Section 6.5 (*Satisfaction of Liabilities*).

2.7 Prorations. Subject to Section 2.3 (*Assumed Liabilities*) and Section 2.4 (*Excluded Liabilities*), the Parties acknowledge and agree that all personal property taxes (including ad valorem taxes), prepaids, deposits, lease payments and any other customarily prorated items shall be prorated as of the Closing Date, and if either Party owes to the other Party a sum of money based on such proration, the same shall be paid at the Closing.

Article 3 Closing.

3.1 Closing. The purchase and sale of the Network Assets shall be consummated at a closing (the *"Closing")* on such date and at such place and time as the Parties shall mutually agree; provided, (i) that each of the Parties shall exercise all commercially reasonable efforts to complete the Closing not later than August 1, 2010 (the *"Closing Date"*); (ii) all of the conditions set forth in Article 7 (*Conditions to the Obligations of Purchaser*) have happened and been fully satisfied; (iii) all of the conditions set forth in Article 8 (*Conditions to the Obligations of Seller)* have happened and been fully satisfied*,* and (iv) that the Closing may take place by facsimile and electronic mail (with original signatures and agreements delivered to each Party or its counsel by overnight delivery within five (5) business days); and provided further, that if any approval of City Council that the City determines is required to carry out the transactions contemplated by this Agreement and complete the Closing has not been granted and any required ordinance has not become law, then the Closing Date shall be deemed (subject to the rights granted to the parties to terminate this Agreement after the "Cut-off Date," as described more particularly in Section 9.2) to be no earlier than the day that is ten (10) business days following such approval by City Council, or if later, such ordinance having become law.

3.2 Deliveries and Performance at Closing. At the Closing, each Party shall make all deliveries and take all other action required of it hereunder (or as otherwise reasonably requested by the other Party), all in form and substance reasonably satisfactory to the other Party.

Article 4 Representations and Warranties of Seller.

Contemporaneously with the execution of this Agreement, Seller is delivering to Purchaser the disclosure schedule (the *"Seller Disclosure Schedule" or "Disclosure Schedule")* referenced in this Article 4 and attached as Exhibit E hereto. Except as expressly set forth in Exhibit E (*Seller Disclosure Schedule*), Seller hereby represents and warrants to Purchaser as of the date hereof, as follows:

4.1 Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seller is duly qualified to conduct business and is in

good standing in each jurisdiction in which the conduct of the Business by Seller makes such qualification necessary, including, without limitation, the Commonwealth of Pennsylvania and the City of Philadelphia, except as would not reasonably be expected to have a Material Adverse Effect.

4.2 Power and Authority. Seller has all necessary corporate power and authority (i) to carry on the Business as it is now being conducted; (ii) to own (in the case of Network Assets that are equipment or other personal property) or lease or license the Network Assets; (iii) to lease or license all properties on which any Tower Assets are installed (including, without limitation, all consents and agreements required for Seller to have and exercise all rights and obligations provided under the leases and licenses set forth in Exhibit C (*Tower Leases and Licenses*); (iv) to transfer all of its rights and interests in the Network Assets to the City or, if so directed by the City, to PAID, free and clear of all liens and encumbrances; (v) to assign and transfer all of its rights and interests in and to (a) the leases and licenses set forth in Exhibit C (*Tower Leases and Licenses*), and (b) the agreements set forth in Exhibit D (*Fiber and Service Agreements*); (vi) to own any and all other properties and assets it now owns and leases in connection with the Business: (vii) to grant to Purchaser the "Intellectual Property License," as defined in Section 10.7 (*Intellectual Property License*), and to transfer to Purchaser any and all other intellectual property rights granted pursuant to this Agreement and/or necessary for the operation of the Network; (viii) to enter into this Agreement, and (ix) to perform Seller's obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Seller, and no other proceedings on the part of Seller, its directors or stockholders are necessary to authorize the execution, delivery and performance of this Agreement by Seller.

4.3 Binding Effect. This Agreement has been duly executed and delivered by Seller and constitutes its legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally.

4.4 No Violation. Neither the execution and delivery of this Agreement by Seller, nor the performance by Seller of its obligations hereunder, will (with the giving of notice or passage of time or both) result in the creation of a Lien, other than a Permitted Lien, on or after the Closing Date, on any of the Network Assets, or conflict with or result in a breach or violation of, or constitute a default under, or result in (or create in any party the right to cause) the acceleration of any performance or any increase in any payment or other obligation required by or the termination, suspension, modification or impairment of, or result in the loss, revocation, impairment, suspension or forfeiture of any rights or privileges under:

(a) Seller's organizational documents;

(b) (i) except as set forth on the Seller Disclosure Schedule and as of or after the Closing Date, any lease or license set forth in Exhibit C (*Tower Leases and Licenses*) or any agreement set forth in Exhibit D (*Fiber and Service Agreements*) or any other contract to which the Network Assets are subject or that is among the Network Assets, or (ii) except as would not have a Material Adverse Effect, any other contract, commitment or other obligation to or by which Seller is a party or is bound; or

(c) any Law, judgment, order or decree of any court or other Governmental Entity to which Seller or any of the Network Assets is subject.

4.5 Title to Network Assets; Sufficiency and Condition of Network Assets.

(a)   Seller owns valid right, title and interest in all of the Network Assets, free and clear of all Liens, other than Permitted Liens; or in the case of Intellectual Property and software included

among the Network Assets that are licensed to Seller, Seller holds and has the right to transfer or sublicense to the City a license in accordance with all license terms and conditions that are set forth in Section 10.7 (*Intellectual Property License*) ; or, in the case of Tower Leases, Seller holds and has the right to assign, in accordance with Section 2.1(b), a valid and legally enforceable leasehold interest in or license to each of the Tower Leases.

(b)   Except for the Excluded Assets, the Network Assets constitute, in all material respects, all of the assets, properties, facility sites, software, leases and licenses and other rights (to software, real property, Intellectual Property, and tangible personal property) that are necessary to operate the Network as operated by Seller as of June 1, 2009, in the condition set forth in Section 4.5(d).

(c)   Except as expressly set forth in Exhibit E (*Seller Disclosure Schedule*) with respect to certain constructive easements, rights-of-entry, and/or rights-of-way relating to the Tower Leases, as of the Closing Date, the Network Assets do not include any equity or debt securities of or interest in, or any right or obligation to acquire any equity or debt securities of or interest in, any entity. Seller owns no real property, easements or rights-of-way that are used in connection with the conduct of the Business.

(d)   Condition of Network Assets. As of the Closing Date, the Network Assets are in a condition of full operability necessary to conduct the Business and operate the Network as the Business was conducted and the Network operated as of June 1, 2009, with no material degradation from the condition of the Network Assets as of June 1, 2009, except as expressly disclosed in the Seller Disclosure Schedule.

4.6 Intellectual Property.

(a)   Seller owns all rights to use and protect, or holds a valid license to use and protect, all Intellectual Property and all software included in the Network Assets except to the extent the failure to own such rights or hold such licenses would not have a Material Adverse Effect.

(b)   To the knowledge of Seller, after reasonable investigation with due diligence, Seller in the operation of the Business has not violated or infringed any patent, copyright, trademark, service mark or other intellectual property right of any person or entity, and there are no claims pending or, to the knowledge of Seller, threatened against Seller asserting that the use of any Intellectual Property by it in the operation of the Business infringes any patent, copyright, trademark, service mark or other right to or in Intellectual Property of other person or entity. Seller has not made or asserted any claim of violation or infringement of any patent, copyright, trademark, service mark or other right to or in any Intellectual Property against any other person or entity in the operation of the Business; and Seller, after reasonable investigation with due diligence, has no knowledge of any such violation or infringement.

(c)   Except as set forth in the Seller Disclosure Schedule, Seller has not granted any outstanding licenses or other rights to any Intellectual Property to any person or entity.

4.7 Contracts and Leases.

(a) Seller has provided Purchaser with true, complete and accurate copies of each of the following: (i) the leases and/or licenses set forth in Exhibit C (*Tower Leases and Licenses*), and (ii) the agreements set forth in Exhibit D (*Service and Fiber Agreements*) (collectively, the "Assumed Contracts"). Each of the Assumed Contracts is in full force and effect, constitutes a valid, legal and binding obligation of Seller and is enforceable against Seller in accordance with its terms, except as

enforceability may be limited by bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally.

(b) Other than as set forth in Section 4.7 of the Seller Disclosure Schedule, neither Seller nor, to the knowledge of Seller, any other party thereto, is in breach or default in any material respect of any of the Assumed Contracts. Other than (i) with respect to the Consents or notices required as a result of the transactions contemplated herein that are set forth in Section 4.4(b) of the Seller Disclosure Schedule and (ii) as set forth in Section 4.7 of the Seller Disclosure Schedule, to Seller's knowledge there is no event which has occurred or condition existing that (i) constitutes, or that with notice or the happening of an event and/or the passage of time would reasonably be expected to constitute, in any material respect a breach, default or event of default by Seller under any Assumed Contract, (ii) would cause the acceleration of any obligation of Seller under any Assumed Contract, or (iii) would give rise to any right of termination or cancellation by any party to any Assumed Contract other than Seller. Seller has not received any written notice of or threat to terminate any of the Assumed Contracts. Seller has not received written notice of any breach or default by any other party to an Assumed Contract, and Seller has not made such a claim with respect to any such breach or default.

4.8 Permits and Licenses. Seller holds all required permits, licenses, approvals and authorizations from all Governmental Entities necessary to conduct the Business as conducted on the Closing Date. Each such permit, license, approval and authorization is valid and in full force and effect. Seller has not received any written notice from any Governmental Entity regarding any actual or alleged violation of any term or requirement of such material permit, license, approval or authorization, or any written notice of any actual or alleged revocation, withdrawal, suspension, cancellation, or termination thereof.

4.9 Violation of Laws. Seller is in compliance with, and has conducted the Business so as to comply with, in all material respects, all applicable statutes, laws, rules, regulations, orders, decrees and ordinances of any Governmental Entity (collectively, *"Laws")* with respect to the Business. Seller has not received any written notice to the effect that Seller has not complied with any applicable Laws in all material respects with respect to the Business and, to the knowledge of Seller, there are no presently existing facts, circumstances or events which, with notice or lapse of time, would reasonably be expected to result in material non-compliance with any Laws applicable to the Business. This Section 4.9 does not apply to Tax matters (for which Section 4.10 is applicable).

4.10 Taxes. Seller has duly and timely filed all required reports and returns with respect to Taxes for the Network Assets the due date for which is prior to the Closing Date, and all of such reports and returns are correct and complete in all material respects. Seller has paid all applicable Taxes with respect to the Network Assets for any period of time prior to the Closing Date, except for Taxes accrued but not yet due and payable. No claim has ever been made by a Governmental Entity in a jurisdiction where Seller does not file Tax returns that it, with respect to the Business, is subject to taxation by that jurisdiction. There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the Network Assets and there are no unpaid Taxes of Seller the non-payment of which would become a Lien upon any of the Network Assets. There is no dispute or written claim by any Governmental Entity concerning any Tax liability of Seller relating to the Network Assets and Seller is not a party or subject to any levy, assessment, collection or pending or, to the knowledge of Seller, threatened action, proceeding or claim with respect to Taxes for the Network Assets, and no written notice of the possible institution of any of the foregoing has been received by Seller.

4.11 Insurance. Seller has complied, in all material respects, with all terms, obligations and provisions of each policy of insurance and bonds presently maintained by, or providing coverage for, the Network Assets, and has paid all premiums due thereon, and no written notice of cancellation with respect thereto has been received by Seller. Such insurance policies are sufficient to comply with any minimum

insurance requirements set forth in any agreement applicable to the Business. Seller has not received any written notice of cancellation of any such policies or refusal of coverage thereunder.

4.12 <u>Litigation</u>. There is no litigation, action, suit, arbitration, mediation, hearing or governmental investigation pending or, to the knowledge of Seller after reasonable investigation with due diligence, threatened by or against Seller with respect to the Business or the Network Assets. There is no judgment, award, order or decree that has been rendered against Seller with respect to the Business or the Network Assets which is still outstanding.

4.13 <u>Solvency: No Fraudulent Conveyance</u>. Seller will be solvent immediately after the Closing after giving effect to (i) the transactions contemplated in this Agreement, and (ii) any other transaction contemplated by Seller on or after the Closing that would be taken into account in determining whether any of the transactions contemplated by this Agreement were invalid or illegal under, in violation of, or would be set aside or give rise to any award or damages, sanctions, or other liability against Purchaser or any of its affiliates under, applicable bankruptcy, fraudulent conveyance, fraudulent transfer or other similar Laws.

4.14 <u>Brokers.</u> Seller has not incurred any liability, or entered into any contract, agreement or understanding that would impose any liability on Purchaser, for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with the transactions contemplated by this Agreement.

4.15 <u>No Other Representations.</u> SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ABOUT SELLER, THE NETWORK ASSETS OR THE BUSINESS, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE IN THIS ARTICLE 4. IN ADDITION, SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY FORWARD-LOOKING PROJECTION, FORECAST, BUDGET, FINANCIAL DATA OR OTHER INFORMATION. PURCHASER IS FULLY RESPONSIBLE FOR MAKING ITS OWN EVALUATION OF SUCH MATTERS.

Article 5 Representations and Warranties of Purchaser.

Purchaser hereby represents and warrants to Seller as follows:

5.1 <u>Organization and Good Standing</u>. Purchaser is a municipal corporation duly organized and validly existing under the Laws of the Commonwealth of Pennsylvania.

5.2 <u>Power and Authority.</u> Purchaser has, or shall have prior to the Closing, the power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Purchaser, and no other proceedings on the part of Purchaser are necessary to authorize the execution, delivery and performance of this Agreement by Purchaser; provided, that any approvals of City Council by ordinance or otherwise that the City determines are required to complete the Closing may be obtained and such ordinance signed into law after the execution and delivery of this Agreement but prior to completion of the Closing.

5.3 <u>Binding Effect.</u> This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in

accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally.

5.4 No Violation. Neither the execution and delivery of this Agreement by Purchaser, nor the performance by Purchaser of its obligations hereunder, will (with the giving of notice or passage of time or both) conflict with or result in a breach or violation of, or constitute a default under, or result in (or create in any party the right to cause) the acceleration of any performance or any increase in any payment or other obligation required by or the termination, suspension, modification or impairment of, or result in the loss, revocation, impairment, suspension or forfeiture of any rights or privileges under:

(a) Purchaser's organizational documents;

(b) any contract, commitment or other obligation to or by which Purchaser is a party or is bound, except to the extent it would not, individually or in the aggregate, materially impair the ability of Purchaser to perform its obligations hereunder; or

(c) any Law, judgment, order or decree of any court or other Governmental Entity to which Purchaser is subject.

5.5 Litigation. There is no litigation, action, suit, arbitration, mediation, hearing or governmental investigation pending or, to the knowledge of Purchaser, threatened by or against Purchaser, and no judgment, award, order or decree has been rendered against Purchaser which is still outstanding, except as would not materially impair the ability of Purchaser to perform its obligations hereunder.

5.6 Brokers. Purchaser has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with the transactions contemplated by this Agreement.

5.7 No Other Representations. NEITHER PURCHASER NOR ANY OF ITS AGENCIES, OFFICERS OR REPRESENTATIVES HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE 5.

Article 6 Covenants Pending Closing.

6.1 Conduct of the Business Pending Closing. Seller agrees that from August 3, 2009 until the Closing, or the earlier termination of this Agreement in accordance with Article 9 (*Termination*), without the prior written approval of Purchaser in each instance, it shall be in compliance with the following:

(a)   Seller will maintain and keep in full force and effect all of the insurance policies currently maintained by it in connection with the Business and the Network Assets, such insurance policies to provide the coverages and otherwise satisfy the terms of the insurance certificate attached as Exhibit G (*Seller's Certificate of Insurance*); and

(b)   Seller will not sell, mortgage, pledge, lease, or otherwise transfer or dispose of any of the Assets or enter into any agreement with respect to the Network Assets.

6.2 Access to the Business. During the period prior to Closing, Seller shall permit Purchaser and its representatives, agents, counsel and accountants to have reasonable access during normal business hours and upon reasonable advance notice to the premises, properties, assets, financial statements,

contracts, books, records and other relevant information to the extent pertaining to the Business (other than privleged communications with counsel), including but not limited to any and all written correspondence, electronic communications and audio recordings concerning any default notice, notice of breach, threat of termination, reservation or assertion of rights, collection action and/or the exercise of other remedies with respect to any of the Tower Leases and Licenses or any of the Service and Fiber Agreements, and shall cause its officers and employees to furnish to Purchaser and its representatives, agents, counsel and accountants, such financial and operating data and other information with respect to the Business or the Assets as Purchaser may reasonably request. If requested by the City, NAC shall exercise commercially reasonable efforts to provide transition services, and shall provide licenses and other permissions, as necessary to permit the City to operate the Network Assets from and after the Closing, consistent with NAC's past practices and for a sufficient time to allow the City to implement replacement resources. NAC shall provide such transition services itself or through a contractor to NAC, with the cost of such services to be borne by the City at a rate equal to NAC's cost to provide such services. Such transition services shall include, without limitation, any of the services now provided or purchased by NAC to maintain and operate the Network Assets.

6.3 Updates. Seller shall notify Purchaser by written updates to its representations and warranties contained herein of any matters occurring after the date hereof which, if existing or occurring on the date hereof, would have been required to be set forth in the Seller Disclosure Schedule or which would render inaccurate, in any material respect, any of the representations or warranties made by Seller in this Agreement (each a *"Supplement")*. Seller shall in particular notify Purchaser of each and every default notice, notice of breach, threat of termination, reservation or assertion of rights, collection action and/or the exercise of other remedies which is received by Seller after the date hereof with respect to any of the Tower Leases and Licenses or any of the Service and Fiber Agreements. Purchaser shall consider all such Supplements as part of its due diligence investigation. Upon Purchaser's receipt of such Supplement, such representations and warranties shall be deemed to be automatically updated as set forth therein; provided, however, that no Supplement provided pursuant to this Section 6.3 shall be deemed to cure any breach of any representation or warranty existing as of the date hereof.

6.4 Cooperation.

(a) Purchaser and Seller shall keep each other updated regarding the status of any communications with, and any inquiries or requests for additional information from, any Governmental Entity, and shall comply promptly with any such inquiry or request. Subject to Section 6.4(c) below, Purchaser and Seller shall use commercially reasonable efforts to obtain any Consent, approval, order or authorization of any Governmental Entity, necessary in connection with the transactions contemplated hereby or to resolve any objections which may be asserted by any Governmental Entity with respect to the transactions contemplated hereby.

(b) Subject to the terms and conditions of this Agreement and all applicable Laws, each Party shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions to the Closing and to do or cause to be done all things necessary to cause the Closing to occur and to consummate and make effective the transactions contemplated by this Agreement on or prior to the Closing Date set forth in Section3.1, including, without limitation, the execution and delivery of all agreements required hereunder.

(c) Following the date of this Agreement and continuing through and after the Closing, Seller will use its commercially reasonable efforts to assist Purchaser in preparing and filing all applications required to be filed with the Federal Communications Commission in connection with, and to effectuate the assignment to Purchaser of, the radio spectrum authorizations listed on Exhibit B (*Radio Spectrum Licenses*).

6.5 Satisfaction of Liabilities. Seller shall satisfy on or before the Closing Date, any and all liabilities that are not Assumed Liabilities and that are known to Seller as of the Closing Date and payment of which is required to transfer the Network Assets to Purchaser as provided in Section 2.1(a). Seller shall deliver to Purchaser five (5) business days prior to the Closing Date a schedule identifying and fully describing all such liabilities, which schedule, as approved in writing by both Parties, is hereby deemed to be incorporated in the Seller Disclosure Schedule as Section 6.5 thereof, or if delivered prior to the execution of this Agreement, shall be included in the Seller Disclosure Schedule prior to execution. Seller shall satisfy on or before the Closing Date any and all such liabilities referred to in the first sentence hereof and set forth in more detail in Section 6.5 of the Seller Disclosure Schedule. Seller may, upon written notice to Purchaser delivered not more than three (3) business days prior to the Closing Date direct Purchaser to directly pay on Seller's behalf specified liabilities referred to in the first sentence of this Section 6.5 and, in the event Purchaser makes such payments directly to creditors on Seller's behalf, such payments shall be a dollar-for-dollar credit against the Purchase Price set forth in Section 2.6 and shall reduce the amount of the payment required to be made by Purchaser under Section 2.6; provided, that if the amount of such liabilities that Seller directs Purchaser to pay exceeds the Purchase Price set forth in Section 2.6, then Purchaser shall not be obligated to make any such payments and shall not be obligated to complete the Closing. In the event Seller is unable or fails to satisfy any and all of the liabilities referred to in the first sentence of this Section 6.5 on or before the Closing Date, Purchaser may, at Purchaser's option, pay such liabilities directly to creditors of Seller on Seller's behalf, and in the event Purchaser does so, such payments shall be a dollar-for-dollar credit against the Purchase Price set forth in Section 2.6 and shall reduce the amount of the payment required to be made by Purchaser under Section 2.6. Purchaser shall satisfy or pay in accordance with the terms thereof, as and when due, any and all of the Assumed Liabilities.

6.6 Payment of Option Amounts. Purchaser shall satisfy or pay any monies due and owing from the City to NAC pursuant to the Option Agreement or this Agreement to the extent not paid at or before the Closing no later than five (5) business days after the Closing Date.

Article 7 Conditions to the Obligations of Purchaser.

All of the obligations of Purchaser under this Agreement are subject to the fulfillment prior to or at the Closing of each of the following conditions, any of which may be waived by Purchaser in its sole discretion:

7.1 Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and correct as of the date of this Agreement, and such representations and warranties (as updated pursuant to any Supplements) shall be true and correct in all material respects as of the Closing as if made at and as of such time (except that representations and warranties made with respect to a specified date need only be true and correct as of such date).

7.2 Performance of Agreements. Seller shall have performed and complied in all material respects with all agreements and covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, including, without limitation, the covenant set forth in the first sentence of Section 6.5 (*Satisfaction of Liabilities*).
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7.3 Approval of City Council. Any approvals of City Council, by ordinance or otherwise, that the City determines are required to carry out the transactions contemplated by this Agreement and complete the Closing shall have been granted and any required ordinance shall have become law.

7.4 <u>Assumed Contracts.</u>

(a)   All leases and licenses set forth in Exhibit C (*Tower Leases and Licenses*) shall have been assigned to PAID or (if directed by the City in writing) the City, and such assignment is legally binding and effective in accordance with the terms of the applicable lease or license; and

(b)   Any and all agreements set forth in Exhibit D (*Service and Fiber Agreements*) that are designated by the City in writing at or prior to the Closing shall have been assigned to PAID or (if directed by the City in writing) the City, and such assignment is legally binding and effective in accordance with the terms of the applicable agreement.

7.5 <u>Closing Deliveries.</u> Seller shall have delivered or caused to be delivered to Purchaser each of the following, in form and substance reasonably satisfactory to Purchaser, except where the failure to deliver is caused by Purchaser:

(a)   A duly executed bill of sale, assignment and assumption agreement (the *"Bill of Sale, Assignment and Assumption Agreement")* conveying in the aggregate all of Seller's interest in the Network Assets, subject to the Permitted Liens, and evidencing Seller's transfer and assignment of the Assumed Liabilities and Purchaser's assumption of the Assumed Liabilities;

(b)   Evidence of the termination, effective upon completion of the Closing, of that certain Amended and Restated Wireless Philadelphia Broadband Network Agreement, by and between Seller and Wireless Philadelphia and effective as of June 16, 2008 (the *"Network Agreement")*;

(c)   Evidence of the termination, effective upon completion of the Closing, of that certain Street Light Use Agreement by and Between EarthLink, Inc. and PAID, dated February 21, 2006, and subsequently assigned from EarthLink to NAC and assumed by NAC on or about June 16, 2008 (the *"NAC Street Light Use Agreement"*); and

(d)   Such other bills of sale, assignments and other instruments of transfer and conveyance as are reasonably necessary or appropriate to transfer and assign the Purchased Assets to Purchaser, each duly executed by Seller.

7.6 <u>No Injunctions.</u> No preliminary or permanent injunction or other order by any federal, state or local court which prevents the consummation of the transactions contemplated by this Agreement shall have been issued and remain in effect.

Article 8   Conditions to the Obligations Of Seller.

All of the obligations of Seller under this Agreement are subject to the fulfillment prior to or at the Closing of each of the following conditions, any of which may be waived by Seller in its sole discretion:

8.1 <u>Representations and Warranties.</u> All representations and warranties of Purchaser contained in this Agreement shall be true and correct as of the date of this Agreement, and such representations and warranties shall be true and correct in all material respects as of the Closing as if made at and as of such time (except that representations and warranties made with respect to a specified date need only be true and correct as of such date).

8.2 <u>Performance of Agreements.</u> Purchaser shall have fully performed and complied in all material respects with all agreements and covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

8.3 <u>Closing Deliveries.</u> Purchaser shall have delivered or caused to be delivered to Seller each of the following, in form and substance reasonably satisfactory to Seller:

(a) A duly executed Bill of Sale, Assignment and Assumption Agreement;

(b) Such other instruments of assignment and assumption as are reasonably necessary or appropriate for Purchaser to assume the Assumed Liabilities, each duly executed by Purchaser; and

(c) Written assurance by the City's Chief Technology Officer or, if different, the City's signatory on this Agreement, in a form reasonably satisfactory to Seller, certifying (i) that the payments required to be made to Seller under Section 2.6 have, as of the Closing Date, been duly authorized by the necessary authority or persons, (ii) that the funds are available for payment within five (5) business days after the Closing Date (such date, the "Payment Date"), and (iii) that such payments are an obligation of the City and that such payments shall be made to Seller on or before the Payment Date.

8.4 <u>Releases.</u> Evidence of the termination, effective upon completion of the Closing, of the NAC Street Light Use Agreement and the Network Agreement, releasing Seller from all of its liabilities and obligations under the Street Light Use Agreement and the Network Agreement;

8.5 <u>Approval of City Council.</u> Any approvals of City Council, by ordinance or otherwise, that the City determines are required to carry out the transactions contemplated by this Agreement and complete the Closing shall have been granted and any required ordinance shall have become law.

8.6 <u>No Injunctions.</u> No preliminary or permanent injunction or other order by any federal, state or local court which prevents the consummation of the transactions contemplated by this Agreement shall have been issued and remain in effect.

Article 9 Termination

9.1 <u>Default; Termination.</u>

(a) Default. A Party shall be in default of this Agreement if it fails to fulfill timely any covenant, agreement, or obligation on its part in the manner required by the Agreement, or breaches any of its representations or warranties hereunder, and such failure or breach is not cured within thirty (30) calendar days after the Party asserting the default has delivered its written notice of the default stating in reasonable detail the nature of the asserted default ("Cure Period"); provided, that nothing in this Section 9.1(a) shall limit, waive, or alter the rights or obligations of the Parties set forth in Article 7 (*Conditions to the Obligations of Purchaser*), Article 8 *(Conditions to the Obligations of Seller)*, or Article 3 (*Closing*). A Party giving such notice of default shall have the right to exercise all rights and remedies against a defaulting Party that are available to it at law or in equity.

(b) <u>Termination.</u> This Agreement and the transactions contemplated hereby may be terminated as follows:

(1) At any time prior to the Closing by the mutual written consent of both Parties;

(2) By Purchaser, if Purchaser is prepared to close and all conditions of Seller's obligations to close pursuant to Article 8 (*Conditions to the Obligations of Seller*) have been satisfied or waived by Seller and Seller fails to close in accordance with Article 3 (*Closing*);

(3) By Purchaser on or after the "Cut-off Date" (as defined in Section 9.2) if, as of such date, Seller is in material breach of this Agreement and Purchaser has complied with the provisions of Section 9.4, *Notification of Breach*;

(4) By Seller if Seller is prepared to close and all conditions to Purchaser's obligations to close pursuant to Article 7 (*Conditions to the Obligations of Purchaser*) have been satisfied or waived by Purchaser and Purchaser fails to close in accordance with Article 3 (*Closing*);

(5) By Seller on or after the Cut-off Date if, as of such date, Purchaser is in material breach of this Agreement and Seller has complied with the provisions of Section 9.4, *Notification of Breach*; or

(6) By Purchaser prior to the Cut-off Date, if Purchaser is not satisfied with the results of its due diligence investigation with respect to the Network Assets, with Purchaser's satisfaction being determined in Purchaser's sole discretion.

9.2 Cut-Off Date. If the Closing shall not have occurred on or before August 1, 2010 (the "Cut-off Date"), either Party may terminate this Agreement by delivering written notice thereof to the other Party, provided that such terminating Party is not then in material breach of this Agreement.

9.3 Effect of Termination. In the event this Agreement is terminated pursuant to this Article 9, this Agreement shall become null and void and of no further force and effect and neither Party shall have any further liability or obligation hereunder to the other Party (except to the extent a Party is in wilfull breach of this Agreement as of the date of termination), except for (i) the provisions of Section 10.1 of this Agreement relating to expenses, (ii) the provisions of this Section 9.3 and (iii) the provisions of Article 11 (*Indemnification; Limitation of Liability; Survival*) and (iv) provisions that survive pursuant to Article 11 (*Indemnification; Limitation of Liability; Survival*). The foregoing to the contrary notwithstanding, in the event this Agreement is terminated pursuant to Section 9.1(b)(2)-(5), inclusive, then the terminating Party shall be entitled to pursue any and all rights and remedies against the other party available to it hereunder or at law or in equity.

9.4 Notification of Breach. Each Party shall notify the other Party in accordance with Section 12.1 (*Notices*), within twenty-four (24) hours of becoming aware of a breach of this Agreement by either Party.

Article 10 Other Agreements of the Parties.

10.1 Expenses. Each Party hereto shall pay its own fees and expenses (including the fees and expenses of its attorneys, accountants, investment bankers, brokers, financial advisors and other professionals) incurred in connection with this Agreement and all transactions contemplated hereby.

10.2 Publicity. Seller shall not issue any press release, written public statement or announcement relating to this Agreement or the transactions contemplated hereby (collectively, "Public Statement") without the prior written approval of the Purchaser in each instance, which approval will not be unreasonably withheld. Purchaser and Seller shall exercise reasonable efforts to cooperate with respect to the issuance and content of any Public Statement. The foregoing shall not apply to any Public Statement that Seller or Purchaser is required by law to make; for such Public Statement, Seller shall use all

reasonable efforts to give Purchaser prior notice thereof and shall provide Purchaser with the opportunity to comment.

10.3 <u>Taxes.</u> Seller shall be solely responsible for paying any and all applicable sales, use, transfer, stamp or other similar Taxes (collectively "Transfer Taxes") arising as a result of the transactions contemplated by this Agreement.

10.4 <u>Access to Information.</u> For a period of three (3) years following the Closing, (i) Purchaser will authorize and permit Seller and its representatives, at Seller's sole cost and expense, to have reasonable access during normal business hours, upon reasonable prior notice and for a reasonable business purpose relating exclusively to the operation of the Business prior to the Closing and in such manner as will not unreasonably interfere with the conduct of Purchaser's business, to those books and records relating exclusively to the Business and the Network Assets prior to the Closing and that are reasonably necessary for such business purpose. Purchaser shall, for a period of five (5) years after the Closing plus any additional time during which Seller advises Purchaser that there is an ongoing Tax audit or investigation with respect to the period prior to Closing, keep such materials relating exclusively to the Business and the Purchased Assets prior to the Closing reasonably accessible and not destroy or dispose of such materials without the written consent of Seller.

10.5 <u>Insurance</u>. NAC shall furnish directors and officers liability insurance meeting the following requirements and effective on or before the Closing Date, and shall maintain such insurance in effect for a period of twelve (12) months following the Closing Date:

    (a) Limit of Liability: $2,000,000 with a deductible not to exceed $25,000

    (b) Coverage: Wrongful acts of the directors and officers of Network Acquisition Company

    (c) Directors and Officers Liability Insurance may be written on a claims-made basis provided that coverage shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after the Closing Date.

10.6 <u>Confidentiality.</u>

    (a) "Confidential Information" means and includes all information and documents disclosed or produced by either party to the other party in written form and identified by the disclosing party as confidential, in writing or by clearly marking as "confidential," and oral information which is designated as confidential at the time of disclosure, with written confirmation not less than ten (10) business days after its disclosure; provided, however, that "Confidential Information" shall not include information or documents (i) developed by the receiving party independently and without the benefit of information disclosed the disclosing party; (ii) lawfully obtained by the receiving party from a third party without restriction and without breach of this Agreement; (iii) publicly available without breach of this Agreement; (iv) known to the receiving party prior to its receipt from the disclosing party; or (v) required to be disclosed pursuant to applicable law or court order, including, without limitation, the Pennsylvania Right to Know Act.

    (b) Each Party agrees (i) that it will not divulge, transfer, sell, license, lease, or otherwise disclose or release the other Party's Confidential Information to any person or entity other than its officers, agents, contractors, and employees that require the information in order to perform the party's obligations under the Agreement or determine and/or enforce the other Party's compliance with the Agreement, and (ii) that it will protect the other Party's Confidential Information in the same manner and with the same care as it protects its own confidential, sensitive, and proprietary information, but in no

case with less than reasonable care. Each Party will use reasonable efforts to advise any person obtaining Confidential Information that such information is confidential and to obtain a written agreement obligating such person to maintain its confidentiality.

10.7 <u>Intellectual Property License.</u> For consideration received and subject to the provisions of this Agreement, effective as of the Closing Date, Seller grants, and Purchaser accepts, a perpetual, fully paid-up, royalty-free, worldwide, non-revocable, transferable sublicense to use, sell, resell, lease or rent, offer for sale, distribute, and sublicense (1) the architecture and design of the Network installed in Philadelphia, Pennsylvania by or on behalf of EarthLink, Inc. and licensed by EarthLink to NAC pursuant to the NAC/EarthLink Asset Purchase Agreement, (2) any software included within the Network Assets, and (3) all service set identifiers ("SSIDs") that are currently in use in the Network and its configuration, licensed to Seller, and/or for which Seller otherwise holds rights of use; such sublicense being referred to in this Agreement as the "Intellectual Property License."

10.8 <u>Assignment of Software Rights and Intellectual Property Rights.</u>

(a) Effective as of the Closing, Seller hereby assigns to Purchaser all of Seller's rights (including, without limitation, Seller's rights to use, license from its owner, and/or sublicense to others) that Seller holds with respect to the software, software code, and any other intellectual property referenced in and/or subject to the agreements specified below, and Purchaser hereby assumes the obligations and agrees to be subject to the terms of the licenses and other provisions (in each case, solely with respect to the Network Assets) contained in such agreements. Seller represents and warrants that complete and correct copies of the agreements specified below have been delivered by Seller to Purchaser:

(1) that certain Product Sales, Services and Support Agreement, dated as December 22, 2005, by and between EarthLink, Inc. and Motorola, Inc.;

(2) that certain Product Sales and Support Agreement dated June 12, 2006 by and between EarthLink, Inc. and Dragonwave, Inc.;

(3) that certain Cisco Internet Commerce Agreement dated July 2, 2003 by and between EarthLink, Inc. and Cisco System, Inc.;

(4) that certain Supply Agreement, dated as of March 29, 2007, between Seller and Alvarion Inc.; and

(5) that certain Software License Agreement, dated as of February 11, 2010, between Seller andTropos Networks.

(b) Effective as of the Closing, Seller hereby assigns to Purchaser all of Seller's right, title and interest (including, without limitation, all copyright, patent, trade secret, trademark, service mark, and other intellectual property rights of Seller) in and to the architecture and design of the Network as installed, enhanced and/or modified by Seller, and as operated by Seller, as of June 1, 2009.

10.9 <u>Tax Matters.</u> Seller is responsible for all Taxes concerning the Business or the Purchased Assets for all taxable periods ending on or before the Closing Date, including, for taxable periods beginning on or before the Closing Date and ending after the Closing Date (a "Split Tax Period"), the portion of such Split Tax Period ending on Closing Date. For Split Tax Periods, Taxes will be allocated to the portion of the Split Tax Period ending on the Closing Date in the following manner: (1) for income Taxes, on the basis of an interim closing of the books of the Business; and (2) for property Taxes,

proportionally based on the number of days in the portion of the Split Tax Period ending on the Closing Date and the number of days in the remainder of the Split Tax Periods. Seller is to prepare Tax returns with respect to the Business or the Purchased Assets for all taxable periods ending on or before the Closing Date.

Article 11 Indemnification; Limitation of Liability; Survival.

      11.1 <u>Survival of Representations and Warranties</u>. The representations and warranties made in this Agreement shall survive the Closing for a period of one (1) year; provided, however, that the representations and warranties set forth in Section 4.10 (*Taxes*), shall terminate six months following the expiration of the statute of limitations period applicable to the relevant subject matter; (ii) the representations and warranties set forth in Sections 4.5(b)-(d), relating to the sufficiency and condition of Network Assets, shall survive the Closing for a period of two (2) years; and (iii) the representations and warranties set forth in Section 4.1 (*Organization and Good Standing*), Section 4.2 (*Power and Authority*), Section 4.3 (*Binding Effect*), Section 4.5(a), relating to Seller's ownership of valid right, title and interest in the Network Assets, Section 4.6 (*Intellectual Property*), Section 4.14 (*Brokers*), Section 5.1 (*Organization and Good Standing*), Section 5.2 (*Power and Authority*), Section 5.3 (*Binding Effect*), and Section 5.6 (*Brokers*) shall survive indefinitely. All covenants and other agreements of Purchaser and Seller made in this Agreement shall survive the Closing without limitation (except pursuant to their terms). Any representation and warranty which is the subject of a claim or dispute asserted in writing prior to the expiration of the applicable survival period stated above shall survive with respect to such claim or dispute until the final resolution thereof.

      11.2 <u>Indemnification; Limitation of Liability.</u>

        (a) <u>Indemnification.</u> Subject to Section 11.1 and this Section 11.2 Seller hereby indemnifies and agrees to promptly defend and hold harmless Purchaser and its officers, employees, agents, attorneys, representatives, successors and assigns ("Purchaser Indemnitee") from and against any and all costs, expenses (including, without limitation, reasonable attorneys' fees and other legal costs and expenses), claims, judgments, penalties, fines, damages, losses and liabilities (collectively "Losses") that are incurred by any Purchaser Indemnitee and result from or arise out of: (i) any breach of any representation or warranty made by Seller in this Agreement; (ii) any breach of any covenant or other agreement of Seller made in this Agreement; (iii) the Excluded Assets; (iv) Seller's failure to pay any Transfer Taxes; (v) any of the Excluded Liabilities; (vi) any failure of Seller to comply with any so-called "bulk transfer laws" of the Commonwealth of Pennsylvania; (vii) the Network Assets, to the extent arising on or before the Closing Date and to the extent not Assumed Liabilities; and/or (viii) Seller's infringement of the intellectual property rights of any other person or entity, where such infringement arises on or before the Closing Date.

        (b) <u>Limitation of Liability</u>. Notwithstanding anything else contained herein to the contrary, the aggregate liability of Seller under this Agreement shall not exceed an amount equal to Two Million Five Hundred Thousand Dollars ($2,500,000), and the aggregate liability of Purchaser under this Agreement shall not exceed an amount equal to Two Million Five Hundred Thousand Dollars ($2,500,000); provided, however, as follows: the limitations set forth in this Section 11.2(b) and in Section 11.5 (*Limitation of Consequential Damages*) shall not apply to any breaches of the representations or warranties in Section 4.1 (*Organization and Good Standing*), Section 4.2 (*Power and Authority*), Section 4.3 (*Binding Effect*), Section 4.4 (*No Violation*), Section 4.5(a) (*Title to Purchased Assets*), Section 4.6 (*Intellectual Property*), Section 4.10 (*Taxes*), or Section 4.14 (*Brokers*), or to any "Losses," as defined in Section 11.2(a), that result from or arise out of personal or bodily injury, loss of life, damage to property, or infringement of intellectual property rights.

11.3 Reserved.

11.4 <u>Notice of Losses.</u> As soon as reasonably practicable after an indemnitee pursuant to this Article 11 (an "Indemnitee") has actual knowledge of any claim that it has under this Article 11 that would reasonably be expected to result in an indemnifiable Loss (a "Claim"), the Indemnitee shall give written notice thereof (a "Claims Notice") to the party responsible for indemnification (the "Indemnitor"). A Claims Notice must describe the Claim in reasonable detail, and indicate the amount (estimated in good faith, as necessary and to the extent feasible) of the Loss that has been or may be suffered by the applicable Indemnitee, but only if reasonably ascertainable at the time. No delay in or failure to give a Claims Notice pursuant to this Section 11.4(a) will adversely affect any of the other rights or remedies that the Indemnitee has under this Agreement, or alter or relieve an Indemnitor of its obligation to indemnify the applicable Indemnitee, except to the extent that an Indemnitor is materially prejudiced thereby.

With respect to a claim by any person or entity who is not a party to this Agreement and for which an Indemnitee seeks indemnification pursuant to this Article 11 from the Indemnitor, the Indemnitor will have the right to participate in or, upon written notice to the Indemnitee, to elect to assume the defense of such claim at Indemnitor's expense and with counsel of Indemnitor's choosing but subject to Purchaser's reasonable approval and Indemnitee will cooperate in good faith with the Indemnitor in such defense. The Indemnitee shall not settle or compromise such claim without the written consent of the Indemnitor, which consent shall not be unreasonably withheld.

11.5 <u>Limitation of Consequential Damages.</u> Notwithstanding anything else contained herein to the contrary and subject to the proviso set forth in Section 11.2(b), the aggregate liability hereunder of any Party to the other Party or to any other person or entity for any consequential damages, including, without limitation, loss of profit, loss of use, diminution in value, or business stoppage or any indirect, special, exemplary or punitive damages, shall not exceed Five Hundred Thousand Dollars ($500,000).

Article 12 Miscellaneous Provisions

12.1   <u>Notices.</u>

(a) All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return-receipt requested), or by a recognized national overnight courier service as set forth below:

If to Seller, to:

Derek Pew, Chief Executive Officer
Network Acquisition Company, LLC
210 West Rittenhouse Square, Suite 400
Philadelphia, PA 19103

With copy to:

Donald E. Callaghan
439 Garden Lane
Bryn Mawr, PA 19010

And

Gary Hawthorn, Controller,
Network Acquisition Company, LLC
610 Old Clairton Road
Pittsburgh, PA 15236-4353

And

Spector Gadon & Rosen P.C.
1635 Market Street, 7th Floor
Philadelphia PA 19103
Attn: Elliott K. Braverman

If to Purchaser, to:

The City of Philadelphia
1234 Market Street
Suite 1850
Philadelphia, PA 19107
Attn.: Chief Technology Officer

With copy to:

City Solicitor
1515 Arch Street, 17th Floor
Philadelphia, PA 19102

(b)   Notices delivered pursuant to Section 12.1(a) shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) two (2) business days after timely delivery to the courier, if by overnight courier service.

(c)   Either Party hereto may change the address to which notice is to be sent by written notice to the other Party in accordance with this Section 12.1.

12.2 Entire Agreement. This Agreement, including all schedules and exhibits hereto, each of which is incorporated herein by reference, contains the entire agreement and understanding concerning the subject matter hereof between the Parties and specifically supersedes any other agreement or understanding between the Parties related to the subject matter hereof; provided, that the City's obligation to pay any amounts due and owing under the Option Agreement as of the Closing Date, as set forth in Section 2.6 (*Purchase Price*), shall not be extinguished by this Section 12.2.
.
12.3 Disclosure Schedule. Any fact or item disclosed on any part of the Seller Disclosure Schedule shall be deemed disclosed on all other parts of the Seller Disclosure Schedule to which such fact or item may reasonably apply so long as it is readily apparent that such disclosure is intended to identify the facts or items to which it applies. Any fact or item disclosed on the Seller Disclosure Schedule shall not solely by reason of such inclusion be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under this Agreement.

12.4 Waiver; Amendment. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. No waiver by either Party of any term or provision of this Agreement or of any default hereunder shall affect such Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event

of any other default, whether or not similar. This Agreement may not be modified or amended except by a writing executed by both Parties.

12.5 <u>Remedies.</u> In addition to the remedies otherwise provided in this Agreement or at law or in equity, in the event that the Closing occurs and Purchaser fails to make the payments to Seller required under Section 2.6 on or prior to the "Payment Date," as defined in Section 8.3(c), Seller shall have the option to rescind this Agreement. In the event of such recission, the Option Agreement shall remain in place and this Agreement shall be deemed to be null and void and the parties shall execute such documents, instruments and agreements as are necessary to cause any Network Assets transferred from NAC to the City or to PAID pursuant to this Agreement or any other agreement entered into by either Party or PAID to be transferred back to NAC.

12.6 <u>Severability.</u> If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

12.7 <u>Governing law, Forum and Consent to Jurisdiction</u>. This Agreement and all disputes arising under the Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws principles or provisions thereof. The parties agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The Parties further agree not to raise any objection, as to forum or venue, to any lawsuit, action, claim, or legal proceeding which is brought in either of these two forums, and the parties expressly consent to the jurisdiction and venue of these two forums. The Parties agree that in the event of a dispute under the Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other legal costs incurred in connection with prosecuting or defending such claim.

12.8 <u>Assignment.</u> Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect; provided however that Purchaser may assign this Agreement to an affiliate or related entity of Purchaser, including, without limitation, PAID or another municipal authority, without the prior written consent of Seller, but such assignment shall not relieve Purchaser of any liability of Purchaser or such affiliate hereunder.

12.9 <u>Binding Effect.</u> This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

12.10 <u>Headings.</u> The titles, captions and headings contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect in any way the meaning or interpretation of this Agreement.

12.11 <u>Reference to Agreement.</u> Numbered or lettered articles, sections, paragraphs, subsections, schedules and exhibits herein contained refer to articles, sections, paragraphs, subsections, schedules and exhibits of this Agreement unless otherwise expressly stated. The words "herein," "hereof," "hereunder," "hereby," "this Agreement" and other similar references shall be construed to mean and include this Agreement and all amendments to it unless the context shall clearly indicate or require otherwise.

12.12 <u>Interpretation.</u> This Agreement shall not be construed more strictly against either Party hereto regardless of which Party is responsible for its preparation, it being agreed that this Agreement was fully negotiated by both Parties.

12.13 <u>City Contract Provisions.</u> Seller shall comply with all terms and conditions set forth in Exhibit F (*City Contract Provisions*).

12.14 <u>Further Assurances.</u> On and following the Closing Date, upon the reasonable request of the other Party, each Party agrees to take any and all actions, including, without limitation, (i) all reasonable steps of Seller as may be necessary or appropriate so that Purchaser shall be placed in actual possession and control of all of the Network Assets; (ii) the execution of such additional instruments of conveyance and transfer as Purchaser may reasonably require, in order to more effectively vest in it, and put it in possession of, the Network Assets; and (iii) the execution by Purchaser and Seller of certificates, documents or instruments necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.

12.15 <u>City Audit.</u> From time to time during the term of the Agreement and for a period of five (5) years after termination of the Agreement, the City (including, without limitation, the Office of the City Controller) may, with reasonable notice to Seller, audit Seller's books and records relating exclusively to the Business, the Network Assets, and Seller's performance of this Agreement prior to the Closing. Seller shall, for a period of five (5) years after the Closing, keep such books and records reasonably accessible and not destroy or dispose of such materials without the written consent of Purchaser.

12.16 <u>Expenses.</u> Except as provided elsewhere in this Agreement, each Party shall pay the fees and expenses of its respective brokers, counsel, accountants and other experts and the other expenses incident to the negotiation and preparation of this Agreement and consummation of the transactions contemplated hereby.

12.17 <u>Counterparts; Fax Signatures.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy, .pdf format copy or other facsimile transmission of any signature shall be deemed an original and shall bind such Party. The Agreement shall bind the Parties upon, but only upon, the valid execution of at least one counterpart by each Party. The Parties shall exchange originals of this Agreement bearing their original signatures within five (5) business days of execution.

[Signature Page Follows]

IN WITNESS WHEREOF, Network Acquisition Company, LLC and the City of Philadelphia, intending to be legally bound, have executed this Agreement as of the day first written above.

NETWORK ACQUISITION COMPANY, LLC.

:   By: _____

Name:
Title:
Date:

Witness: _____
Name:
Title:
Date:

APPROVED AS TO FORM: CITY OF PHILADELPHIA
SHELLEY R. SMITH, CITY SOLICITOR   By and Through Its Division of Technology

By: _____   _____
      Chief Deputy City Solicitor   Name: Allan R. Frank
                                            Title: Chief Technology Officer
                                            Date:

EXHIBITS TO ASSET PURCHASE AGREEMENT

EXHIBIT A-1

NETWORK EQUIPMENT (TOWER)

EXHIBIT A-1   NETWORK EQUIPMENT (TOWER)

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Tower	Cabinet	100005638070	214639	A&B Wiper - w16		1
Tower		100047808101	225419	Airport Hilton - w18		1
Tower		100047865007	225421	Hathaway House - w26		1
Tower		100000275042	214638	Holiday Inn - w17		1
Tower		100046342090	214643	Kimball - w14		1
Tower		100076368012	214645	Philly Wissahickon - w6		1
Tower		100047866012	225415	T-Mobile - w10		1
Tower		100047844097	214637	Tacony - w7		1
Tower		100047806091	225412	Thackeray - w12		1
Tower		100076217050	214644	Torresdale - w9		1
Tower		700008971077	214647	West Downtown - w28		1
Tower		100047807096	225414	West Park - w15		1
Tower		N/A	N/A	Clear Channel - w22		1
Tower		N/A	N/A	Ridge - w23		1
Tower		N/A	N/A	Albert Einstein - w5		1
Tower		N/A	N/A	Marriott - w25		1
Tower		N/A	N/A	Cayuga - w1		1
Tower		N/A	N/A	Tulip - w2		1
Tower		N/A	N/A	Iriqouis - w20		1
Tower		N/A	N/A	800 N. Broad - w3		1
Tower		N/A	N/A	Fairhill - w4		1
Tower		N/A	N/A	Liberty Towers - w19		1
	Cabinet Total					22
Tower	Cisco 2811	100076248067	FTX1040A4BM	A&B Wiper - w16		1
Tower		100047815090	FTX1103A2H1	Airport Hilton - w18		1
Tower		100047787088	ftx1103a2h5	Hathaway House - w26		1
Tower		100076335088	FTX1043F05D	Holiday Inn - w17		1
Tower		100046349022	FTX1051A09P	Kimball - w14		1
Tower		100076334083	FTX1043F04W	Philly Wissahickon - w6		1
Tower		100047786083	ftx1103a2gz	T-Mobile - w10		1
Tower		100047843092	FTX1051A016	Tacony - w7		1
Tower		100047823084	FTX1103A2H2	Thackeray - w12		1
Tower		100076336093	FTX1043F05V	Torresdale - w9		1
Tower		100047921011	FTX1108A3GT	West Downtown - w28		1
Tower		100047830073	FTX1103A2H6	West Park - w15		1
Tower		N/A	FTX1105A4SS	Clear Channel - w22		1
Tower		N/A	FTX1051A014	Ridge - w23		1
Tower		N/A	FTX1045A4EU	Albert Einstein - w5		1
Tower		N/A	N/A	Marriott - w25		1
Tower		N/A	FTX1023A334	Cayuga - w1		1
Tower		N/A	FTX1023A330	Tulip - w2		1
Tower		N/A	N/A	Iriqouis - w20		1
Tower		N/A	FTX1023A32Y	800 N. Broad - w3		1
Tower		N/A	FTX1023A331	Fairhill - w4		1
Tower		N/A	FTX1051A00Y	Liberty Towers - w19		1
	Cisco 2811 Total					22
Tower	Cisco 2955	100076240027	FOC103725VU	A&B Wiper - w16		1
Tower		100076239068	FOC103624QD	A&B Wiper - w16		1
Tower		100047811070	FOC1047Z8FA	Airport Hilton - w18		1
Tower		100047812075	FOC1047Z8H1	Airport Hilton - w18		1
Tower		100047792067	foc1043w15r	Hathaway House - w26		1
Tower		100047793072	foc1047z8xs	Hathaway House - w26		1
Tower		100000223012	FHK1002H005	Holiday Inn - w17		1
Tower		100000222007	FHK1002H00X	Holiday Inn - w17		1
Tower		100046344100	FOC1047Z8G9	Kimball - w14		1
Tower		100046343095	FOC1047Z76A	Kimball - w14		1
Tower		100047895019	FOC1103W3HN	Philly Wissahickon - w6		1
Tower		100047896024	FOC1052Z3V8	Philly Wissahickon - w6		1
Tower		100047790057	foc1045z8rl	T-Mobile - w10		1
Tower		100047789098	foc1043zhdj	T-Mobile - w10		1
Tower		100047839015	FOC1047Z8FW	Tacony - w7		1
Tower		100047840077	FOC1047Z91K	Tacony - w7		1
Tower		100047829011	FOC1047Z8H8	Thackeray - w12		1
Tower		100047828006	FOC1047Z76F	Thackeray - w12		1
Tower		100000221002	FHK1002H00B	Torresdale - w9		1
Tower		100000218033	FHK1002H00W	Torresdale - w9		1
Tower		100047893009	FOC1052Z5AZ	West Downtown - w28		1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Tower		100047892004	FOC1052Z5HL	West Downtown - w28		1
Tower		100047835098	FOC1047Z78S	West Park - w15		1
Tower		100047836000	FOC1052Z01R	West Park - w15		1
Tower			FOC1103Z3CG	Clear Channel - w22		1
Tower			FOC1103W3HP	Clear Channel - w22		1
Tower			FOC1043ZHCS	Ridge - w23		1
Tower			FOC1047Z771	Ridge - w23		1
Tower			FHK1002H007	Albert Einstein - w5		1
Tower			FOC1043W15Z	Albert Einstein - w5		1
Tower		N/A	N/A	Marriott - w25		1
Tower		N/A	N/A	Marriott - w25		1
Tower			FOC1018Z0VF	Cayuga - w1		1
Tower			FOC1018Z0WT	Cayuga - w1		1
Tower			FOC1018Z0WS	Tulip - w2		1
Tower			FOC1018ZACW	Tulip - w2		1
Tower			FOC1039Z0YQ	Iriqouis - w20		1
Tower			FOC1036Z4ME	Iriqouis - w20		1
Tower			FOC1018Z0WQ	800 N. Broad - w3		1
Tower			FOC1018Z0ZA	800 N. Broad - w3		1
Tower			FOC1018Z0W8	Fairhill - w4		1
Tower			FOC1014Z1DU	Fairhill - w4		1
Tower			FOC1047Z76W	Liberty Towers - w19		1
Tower			FOC1044ZB96	Liberty Towers - w19		1
	Cisco 2955 Total					44
Tower	Cisco 7301	100076313070	74836573	A&B Wiper - w16		1
Tower		100076301056	74836519	A&B Wiper - w16		1
Tower		100047813080	74838109	Airport Hilton - w18		1
Tower		100047814085	74838108	Airport Hilton - w18		1
Tower		100047796087	74838118	Hathaway House - w26		1
Tower		100076251036	74836511	Hathaway House - w26		1
Tower		100076262045	74836398	Holiday Inn - w17		1
Tower		100076306081	74836399	Holiday Inn - w17		1
Tower		100046347012	74838120	Kimball - w14		1
Tower		100046348017	74838125	Kimball - w14		1
Tower		100076315080	74836572	Philly Wissahickon - w6		1
Tower		100049980036	74832085	Philly Wissahickon - w6		1
Tower		100047798097	74838106	T-Mobile - w10		1
Tower		100047794077	74838127	T-Mobile - w10		1
Tower		100047842087	74838114	Tacony - w7		1
Tower		100047841082	74838117	Tacony - w7		1
Tower		100047825094	74838123	Thackeray - w12		1
Tower		100047824089	74838115	Thackeray - w12		1
Tower		100076249072	74836409	Torresdale - w9		1
Tower		100076308091	74836411	Torresdale - w9		1
Tower		100047917037	74838895	West Downtown - w28		1
Tower		100047935035	74840373	West Downtown - w28		1
Tower		100047831078	74838107	West Park - w15		1
Tower		100047832083	74838126	West Park - w15		1
Tower			74838898	Clear Channel - w22		1
Tower			74838891	Clear Channel - w22		1
Tower			74838121	Ridge - w23		1
Tower			74838119	Ridge - w23		1
Tower			74836510	Albert Einstein - w5		1
Tower			74836520	Albert Einstein - w5		1
Tower		N/A	N/A	Marriott - w25		1
Tower		N/A	N/A	Marriott - w25		1
Tower			74832905	Cayuga - w1		1
Tower			74832902	Cayuga - w1		1
Tower			74832903	Tulip - w2		1
Tower			74832908	Tulip - w2		1
Tower			74836516	Iriqouis - w20		1
Tower			74836517	Iriqouis - w20		1
Tower			74832906	800 N. Broad - w3		1
Tower			74832904	800 N. Broad - w3		1
Tower			74832907	Fairhill - w4		1
Tower			74832909	Fairhill - w4		1
Tower			74838111	Liberty Towers - w19		1
Tower			74838124	Liberty Towers - w19		1
	Cisco 7301 Total					44
Tower	Cisco 7301 PA-2FE	100076314075		A&B Wiper - w16		1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Tower		100076300051		A&B Wiper - w16		1
Tower		100047809003	JAE1048G9TP	Airport Hilton - w18		1
Tower		100047810065	JAE1047FJ1Z	Airport Hilton - w18		1
Tower		100047800061	jae1047fj32	Hathaway House - w26		1
Tower		100076252041	jae1037bd7t	Hathaway House - w26		1
Tower		100076261040		Holiday Inn - w17		1
Tower		100076307086		Holiday Inn - w17		1
Tower		100046346007		Kimball - w14		1
Tower		100046345002		Kimball - w14		1
Tower		100076316085	JAE10349FTF	Philly Wissahickon - w6		1
Tower		100026163066	JAE1006VNH7	Philly Wissahickon - w6		1
Tower		100047799102	jae1043dw35	T-Mobile - w10		1
Tower		100047802071	jae1047fj5v	T-Mobile - w10		1
Tower		100047838010	JAE1048GA5Q	Tacony - w7		1
Tower		100047839015	JAE1048G9TJ	Tacony - w7		1
Tower		100047827001	JAE1047FHZK	Thackeray - w12		1
Tower		100047826099	JAE1048G8PT	Thackeray - w12		1
Tower		100076250031		Torresdale - w9		1
Tower		100076309096		Torresdale - w9		1
Tower		N/A		West Downtown - w28		1
Tower		N/A		West Downtown - w28		1
Tower		100047833088	JAE1047FJ24	West Park - w15		1
Tower		100047834093	JAE1047FJ1V	West Park - w15		1
Tower			JAE1043DW2T	Clear Channel - w22		1
Tower			JAE1043DX6D	Clear Channel - w22		1
Tower			JAE1048GB19	Ridge - w23		1
Tower			JAE1048G8PH	Ridge - w23		1
Tower			JAE10349GJH	Albert Einstein - w5		1
Tower			JAE1037BDD5	Albert Einstein - w5		1
Tower		N/A	N/A	Marriott - w25		1
Tower		N/A	N/A	Marriott - w25		1
Tower			JAE10202TEB	Cayuga - w1		1
Tower			JAE10202TE1	Cayuga - w1		1
Tower			JAE10202TDS	Tulip - w2		1
Tower			JAE10212XLA	Tulip - w2		1
Tower			JAE1037BD7R	Iriqouis - w20		1
Tower			JAE1037BADX	Iriqouis - w20		1
Tower			JAE10202TED	800 N. Broad - w3		1
Tower			JAE10170F00	800 N. Broad - w3		1
Tower			JAE10202TET	Fairhill - w4		1
Tower			JAE10212WP9	Fairhill - w4		1
Tower			JAE1048G8R7	Liberty Towers - w19		1
Tower			JAE1048GA5J	Liberty Towers - w19		1
	Cisco 7301 PA-2FE Total					44
Tower	DragonWave airpair200			A&B Wiper - w16	DW ODU to w14	1
Tower				A&B Wiper - w16	DW ODU to w18	1
Tower		500001224060	DW701247	Airport Hilton - w18	DW ODU to w16	1
Tower		500001222050	DW700130	Airport Hilton - w18	DW ODU to w17	1
Tower		700011440075	DW701292	Hathaway House - w26	DW ODU to w6	1
Tower		700005819044	DW961053	Hathaway House - w26	DW IDU to w5	1
Tower		700005613037	DW701280	Holiday Inn - w17	DW ODU to w14	1
Tower		700005614042	DW701283	Holiday Inn - w17	DW ODU to w18	1
Tower		700005819044	DW960818	Kimball - w14	DW ODU to w17	1
Tower		700005818039	DW961086	Kimball - w14	DW ODU to w16	1
Tower		700005646064	DW960456	Philly Wissahickon - w6	DW IDU to w20	1
Tower		700005645059	DW960527	Philly Wissahickon - w6	DW IDU to w21	1
Tower		700005647069	DW960709	Philly Wissahickon - w6	DW IDU to w26	1
Tower		500001443040	DW963552	T-Mobile - w10	DW IDU to w12	1
Tower		500001230044	DW960541	Tacony - w7	DW IDU to w9	1
Tower		500001273075	DW961138	Tacony - w7	DW IDU to w8	1
Tower		500001441030	DW963523	Thackeray - w12	DW IDU to w10	1
Tower		500001265081	DW960934	Torresdale - w9	DW IDU to w8	1
Tower		500001274080	DW960924	Torresdale - w9	DW IDU to w7	1
Tower		500001431026	DW963539	West Downtown - w28	DW IDU to w3	1
Tower		500001429062	DW963535	West Downtown - w28	DW IDU to w25	1
Tower		500001226070	DW700141	West Park - w15	DW ODU to w3	1
Tower		500001001060	DW700146	West Park - w15	DW ODU to w19	1
Tower		N/A	N/A	Clear Channel - w22	to w23	1
Tower		N/A	N/A	Clear Channel - w22	to w5	1
Tower		N/A	N/A	Ridge - w23	to w22	1
Tower		N/A	N/A	Ridge - w23	to w21	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Tower		N/A	N/A	Albert Einstein - w5	to w22	1
Tower		N/A	N/A	Albert Einstein - w5	to w26	1
Tower		N/A	N/A	Cayuga - w1	to w4	1
Tower		N/A	N/A	Tulip - w2	to w0	1
Tower		N/A	N/A	Tulip - w2	to w4	1
Tower		N/A	N/A	Iriqouis - w20	to w6	1
Tower		N/A	N/A	Iriqouis - w20	to w19	1
Tower			N/A	Iriqouis - w20	to w3	1
Tower		N/A	N/A	800 N. Broad - w3	to w20	1
Tower		N/A	N/A	800 N. Broad - w3	to w28	1
Tower		N/A	N/A	800 N. Broad - w3	to w15	1
Tower		N/A	N/A	Fairhill - w4	to w2	1
Tower		N/A	N/A	Fairhill - w4	to w1	1
Tower		N/A	N/A	Liberty Towers - w19	to w20	1
Tower		N/A	N/A	Liberty Towers - w19	to w15	1
Tower		N/A	N/A	401 N. Broad - w0	DW ODU to W3	1
Tower		N/A	DW780116	401 N. Broad - w0	DW ODU to W2	1
	DragonWave airpair200 Total					44
Tower	Valere converter	700005798031	06VR29200227	A&B Wiper - w16		1
Tower		100047783068	06vr40200830	Airport Hilton - w18		1
Tower		100047872099	06VR31200241	Hathaway House - w26		1
Tower		700008966098	06VR32200326	Holiday Inn - w17		1
Tower		N/A		Kimball - w14		1
Tower		700005705083	06VR32200287	Philly Wissahickon - w6		1
Tower		100047871094	06vr31200234	T-Mobile - w10		1
Tower		700005827038	06VR31200252	Tacony - w7		1
Tower		100047863100	06VR32200333	Thackeray - w12		1
Tower		700005836037	06VR40200826	Torresdale - w9		1
Tower		500001793077	06VR47400758	West Downtown - w28		1
Tower		100047781058	06VR31200254	West Park - w15		1
Tower				Clear Channel - w22		1
Tower				Ridge - w23		1
Tower				Albert Einstein - w5		1
Tower		N/A	N/A	Marriott - w25		1
Tower				Cayuga - w1		1
Tower				Tulip - w2		1
Tower				Iriqouis - w20		1
Tower				800 N. Broad - w3		1
Tower				Fairhill - w4		1
Tower				Liberty Towers - w19		1
	Valere converter Total					22
Tower	Valere rectifier	700005799036	06VR28203335	A&B Wiper - w16		1
Tower		100047784073	06vr40200501	Airport Hilton - w18		1
Tower		100047873001	06VR39200663	Hathaway House - w26		1
Tower		700008967000	06VR27203089	Holiday Inn - w17		1
Tower		N/A		Kimball - w14		1
Tower		700005706088	06VR22223397	Philly Wissahickon - w6		1
Tower		100047870089	06vr39200652	T-Mobile - w10		1
Tower		700005830007	06VR39200657	Tacony - w7		1
Tower		100047864002	06vr39200654	Thackeray - w12		1
Tower		700005833022	06VR39200659	Torresdale - w9		1
Tower		500001404029	06VR45400581	West Downtown - w28		1
Tower		100047782063	06VR39200664	West Park - w15		1
Tower				Clear Channel - w22		1
Tower				Ridge - w23		1
Tower				Albert Einstein - w5		1
Tower		N/A	N/A	Marriott - w25		1
Tower				Cayuga - w1		1
Tower				Tulip - w2		1
Tower				Iriqouis - w20		1
Tower				800 N. Broad - w3		1
Tower				Fairhill - w4		1
Tower				Liberty Towers - w19		1
	Valere rectifier Total					**22**
Tower	Cluster Management Module	700001017011	106613	0	0	1
Tower		700001018016	106607	0	0	1
Tower		700001020083	106582	0	0	1
Tower		700001022093	106568	0	0	1
Tower		700001025005	106575	0	0	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Tower		700001026010	106581	0	0	1
Tower		700001778011	0A003EE028FC	0	0	1
Tower		700001779016	0A003EE02986	0	0	1
Tower		700001781083	0A003EE028F7	0	0	1
Tower		700001782088	0A003EE01FE7	0	0	1
Tower		700001783093	0A003EE02607	0	0	1
Tower		700001784098	0A003EE028F6	0	0	1
Tower		700001786005	0A003EE02792	0	0	1
Tower		700001791087	0A003EE02682	0	0	1
Tower		700011478024	0A003EE02500	0	0	1
Tower		700011502006	0A003EE024B9	0	0	1
Tower		700011504016	0A003EE0283B	0	0	1
Tower		700011506026	0A003EE025CC	0	0	1
Tower		700011528044	0A003EE024FE	0	0	1
Tower		700011529049	0A003EE028C6	0	0	1
Tower		700011530008	0A003EE0249E	0	0	1
Tower		700011531013	0A003EE02634	0	0	1
Tower		700011532018	0A003EE025EF	0	0	1
Tower		700011534028	0A003EE02638	0	0	1
Tower		700011535033	0A003EE024EA	0	0	1
Tower		700011539053	0A003EE025C7	0	0	1
Tower		700011541017	0A003EE02637	0	0	1
Tower		700011545037	0A003EE024BD	0	0	1
	Cluster Management Module Total					28
Tower	900 MHz Access Point Connectorized	700001037019	0A003E9118CF	0	0	1
Tower		700001039029	0A003E91276A	0	0	1
Tower		700001040091	0A003E912770	0	0	1
Tower		700001041096	0A003E911661	0	0	1
Tower		700001042101	0A003E9129F0	0	0	1
Tower		700001043003	0A003E9117E1	0	0	1
Tower		700001292098	0A003E911875	0	0	1
Tower		700001293000	0A003E911883	0	0	1
Tower		700001294005	0A003E91185A	0	0	1
Tower		700001295010	0A003E911809	0	0	1
Tower		700001296015	0A003E91236A	0	0	1
Tower		700001297020	0A003E912041	0	0	1
Tower		700001763085	0A003E9128A1	0	0	1
Tower		700001764090	0A003E912887	0	0	1
Tower		700001765095	0A003E912A3E	0	0	1
Tower		700001766100	0A003E91288E	0	0	1
Tower		700001767002	0A003E912902	0	0	1
Tower		700001768007	0A003E9128A3	0	0	1
Tower		700001769012	0A003E9128FC	0	0	1
Tower		700001770074	0A003E912997	0	0	1
Tower		700001771079	0A003E91290E	0	0	1
Tower		700001772084	0A003E912A3D	0	0	1
Tower		700001774094	0A003E912889	0	0	1
Tower		7000017773089	0A003E912961	0	0	1
Tower		700011299060	0A003E912871	0	0	1
Tower		700011300019	0A003E912A35	0	0	1
Tower		700011301024	0A003E9118EC	0	0	1
Tower		700011302029	0A003E9118A2	0	0	1
Tower		700011303034	0A003E911881	0	0	1
Tower		700011304039	0A003E91289E	0	0	1
Tower		700011520004	0A003E91851F	0	0	1
	900 MHz Access Point Connectorized Total					31
Tower	Canopy Advantage AP 5.2	100074389019	0A003E035642	0	0	1
Tower		100074392091	0A003E036D57	0	0	1
Tower		100074393096	0A003E036063	0	0	1
Tower		100074394101	0A003E035C43	0	0	1
Tower		100074395003	0A003E0369F5	0	0	1
Tower		100074396008	0A003E035A8A	0	0	1
Tower		100074445023	0A003E037128	0	0	1
Tower		100074446028	0A003E036F4C	0	0	1
Tower		100074447033	0A003E036ED9	0	0	1
Tower		100074455027	0A003E036DF2	0	0	1
Tower		100074456032	0A003E0370AC	0	0	1
Tower		100074457037	0A003E037103	0	0	1
Tower		100074458042	0A003E0333D1	0	0	1
Tower		100074459047	0A003E03204F	0	0	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Tower		100074467041	0A003E03709B	0	0	1
Tower		100074468046	0A003E036EDA	0	0	1
Tower		100074469051	0A003E03709A	0	0	1
Tower		100074470010	0A003E033067	0	0	1
Tower		100074471015	0A003E0333E2	0	0	1
Tower		100074472020	0A003E036FA6	0	0	1
Tower		100074473025	0A003E036E23	0	0	1
Tower		100074474030	0A003E036F48	0	0	1
Tower		100074475035	0A003E03341C	0	0	1
Tower		100074476040	0A003E033370	0	0	1
Tower		100074477045	0A003E036FA9	0	0	1
Tower		100074480014	0A003E033101	0	0	1
Tower		100074481019	0A003E036DF4	0	0	1
Tower		100074739056	0A003E015283	0	0	1
Tower		100074757054	0A003E031AE1	0	0	1
Tower		100074759064	0A003E032016	0	0	1
Tower		700005018028	0A003E031B78	0	0	1
Tower		700005019033	0A003E03171E	0	0	1
Tower		700005020095	0A003E0360AD	0	0	1
Tower		700005021100	0A003E036023	0	0	1
Tower		700005022002	0A003E035F6F	0	0	1
Tower		700005023007	0A003E03172B	0	0	1
Tower		700005166078	0A003E033B7E	0	0	1
Tower		700005168088	0A003E033B76	0	0	1
Tower		700005169093	0A003E035AFA	0	0	1
Tower		700005171057	0A003E033AC2	0	0	1
Tower		700005172062	0A003E03383A	0	0	1
Tower		700005174072	0A003E034A3B	0	0	1
Tower		700005178092	0A003E034802	0	0	1
Tower		700005181061	0A003E034A33	0	0	1
Tower		700005185081	0A003E034A36	0	0	1
Tower		700005188096	0A003E0347ED	0	0	1
Tower		700005189101	0A003E034BE4	0	0	1
Tower		700005190060	0A003E034815	0	0	1
Tower		700005196090	0A003E031AE2	0	0	1
Tower		700005198100	0A003E03203B	0	0	1
Tower		700005235101	0A003E03703F	0	0	1
Tower		700005236003	0A003E03710A	0	0	1
Tower		700005237008	0A003E0370DE	0	0	1
Tower		700005238013	0A003E037017	0	0	1
Tower		700005250084	0A003E031DCC	0	0	1
Tower		700005255006	0A003E031F48	0	0	1
Tower		700005257016	0A003E031F46	0	0	1
Tower		700005259026	0A003E031F2F	0	0	1
Tower		700005260088	0A003E031F76	0	0	1
Tower		700005261093	0A003E031DBF	0	0	1
Tower		700005262098	0A003E031AC2	0	0	1
Tower		700005263000	0A003E031ADA	0	0	1
Tower		700005265010	0A003E035DFC	0	0	1
Tower		700005266015	0A003E035C0F	0	0	1
Tower		700005269030	0A003E037020	0	0	1
Tower		700005271097	0A003E035B7C	0	0	1
Tower		700005276019	0A003E035E0A	0	0	1
Tower		700005277024	0A003E035C10	0	0	1
Tower		700005278029	0A003E03707A	0	0	1
Tower		700005321014	0A003E035F14	0	0	1
Tower		700005322019	0A003E035F13	0	0	1
Tower		700005327044	0A003E03503B	0	0	1
Tower		700005328049	0A003E036027	0	0	1
Tower		700005329054	0A003E035EF4	0	0	1
Tower		700005452071	0A003E031950	0	0	1
Tower		700005454081	0A003E031A2A	0	0	1
Tower		700005455086	0A003E0317B8	0	0	1
Tower		700005456091	0A003E0317BE	0	0	1
Tower		700005457096	0A003E0317BF	0	0	1
Tower		700005458101	0A003E031800	0	0	1
Tower		700008617066	0A003E0391C6	0	0	1
Tower		700008618071	0A003E039179	0	0	1
Tower		700008621040	0A003E03940C	0	0	1
Tower		700008722085	0A003E0393DE	0	0	1
Tower		700008725100	0A003E0393B3	0	0	1
Tower		700008726002	0A003E03915E	0	0	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Tower		700008727007	0A003E0394B5	0	0	1
Tower		700008893055	0A003E039545	0	0	1
Tower		700008898080	0A003E039591	0	0	1
Tower		700008899085	0A003E039553	0	0	1
Tower		700008907079	0A003E039567	0	0	1
Tower		700008908084	0A003E039592	0	0	1
Tower		700008909089	0A003E039560	0	0	1
	Canopy Advantage AP 5.2 Total					93
Tower	Canopy Advantage AP 5.7	100074397013	0A003EF6DA9D	0	0	1
Tower		100074398018	0A003EF6EE89	0	0	1
Tower		100074399023	0A003EF73520	0	0	1
Tower		100074401090	0A003EF7351A	0	0	1
Tower		100074402095	0A003EF73514	0	0	1
Tower		100074442008	0A003EF6D696	0	0	1
Tower		100074443013	0A003EF6DA63	0	0	1
Tower		100074444018	0A003EF6EFC0	0	0	1
Tower		100074462016	0A003EF6EFE0	0	0	1
Tower		100074463021	0A003EF6F01E	0	0	1
Tower		100074464026	0A003EF6DA97	0	0	1
Tower		100074465031	0A003EF6F01F	0	0	1
Tower		100074466036	0A003EF6DA3B	0	0	1
Tower		100074483029	0A003EF6DA8B	0	0	1
Tower		100074484034	0A003EF6DA53	0	0	1
Tower		100074485039	0A003EF6DA90	0	0	1
Tower		100074487049	0A003EF6DA7D	0	0	1
Tower		100074488054	0A003EF6DA61	0	0	1
Tower		100074539079	0A003EF6EDF7	0	0	1
Tower		100074541043	0A003EF6EE42	0	0	1
Tower		100074545063	0A003EF6EAA2	0	0	1
Tower		100074758059	0A003EF84097	0	0	1
Tower		700005010091	0A003EF84EF2	0	0	1
Tower		700005173067	0A003EF8339B	0	0	1
Tower		700005199002	0A003EF841E0	0	0	1
Tower		700005268025	0A003EF838D8	0	0	1
Tower		700005314025	0A003EF84AD6	0	0	1
Tower		700005315030	0A003EF848A7	0	0	1
Tower		700005318045	0A003EF8049F	0	0	1
Tower		700005445082	0A003EF86DDE	0	0	1
Tower		700005446087	0A003EF84B5D	0	0	1
Tower		700005447092	0A003EF85053	0	0	1
Tower		700005448097	0A003EF850F6	0	0	1
Tower		700005449102	0A003EF85012	0	0	1
Tower		700005450061	0A003EF85035	0	0	1
Tower		700005822013	0A003EF840B9	0	0	1
Tower		700005823018	0A003EF840BB	39.93153	-75.23288	1
	Canopy Advantage AP 5.7 Total					37
Tower	Cyclone 5.7G AP	(blank)	0A003EF75ADB	0	0	1
Tower			0A003EF75BFA	0	0	1
Tower			0A003EF75C84	0	0	2
	Cyclone 5.7G AP Total					4
Tower	Alvarion AU 5.7	500001252062	0010E7C4BD4A	0	0	1
Tower		500001632008	0010E7C4BD2C	0	0	1
Tower		500001633013	0010E7C4F8E9	0	0	1
Tower		500001634018	0010E7C4F8EB	0	0	1
Tower		500001638038	0010E7C4F8D0	0	0	1
Tower		500001639043	0010E7C4BDF7	0	0	1
Tower		500001641007	0010E7C4F87C	0	0	1
Tower		500001642012	0010E7C4F8E3	0	0	1
Tower		500001643017	0010E7C4BDCF	0	0	1
Tower		500001644022	0010E7C4F8DE	0	0	1
Tower		500002004078	0010E744BA80	0	0	1
Tower		500002010062	0010E7C4BD44	0	0	1
Tower		500002012072	0010E744BBD6	0	0	1
Tower		500002013077	0010E744BDE2	0	0	1
Tower		500002022076	0010E744BCC6	0	0	1
Tower		500002023081	0010E744BCCA	0	0	1
Tower		500002024086	0010E744BC76	0	0	1
Tower		500002029008	0010E744BE21	0	0	1
Tower		500002030070	0010E7C4BD4C	0	0	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Tower		500002031075	0010E744BBBD	0	0	1
Tower		500002032080	0010E744BBD5	0	0	1
Tower		500002058015	0010E744BC73	0	0	1
Tower		500002059020	0010E744BC8A	0	0	1
Tower		500002060082	0010E7C4BD0A	0	0	1
Tower		500002061087	0010E744BCD9	0	0	1
Tower		500002068019	0010E744BBC6	0	0	1
Tower		700011557051	0010E7C48829	0	0	1
Tower		700011558056	0010E7C4738F	0	0	1
Tower		700011559061	0010E7C473B2	0	0	1
Tower		700011560020	0010E7C488F8	0	0	1
Tower		700013897090	0010E744BCD6	0	0	1
Tower		(blank)	0010E744BABD	0	0	1
Tower			0010E744BACF	0	0	1
Tower			0010E744BBC3	0	0	1
Tower			0010E744BBD1	0	0	1
Tower			0010E744BCDF	0	0	1
	Alvarion AU 5.7 Total					36

EXHIBIT A-2

NETWORK EQUIPMENT (MESH)

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Mesh- CIL	900 MHz Subscriber Modules Connectorized	100074433009	0A003E918F68	39.964382	-75.134155	1
Mesh- CIL		100074434014	0A003E9196DD	39.96229	-75.13842	1
Mesh- CIL		100074435019	0A003E9196F8	39.9689841	-75.1335377	1
Mesh- CIL		100074597093	0A003E919310	39.97	-75.1779	1
Mesh- CIL		100074599000	0A003E919765	39.97846	-75.15779	1
Mesh- CIL		100074601067	0A003E9196DF	39.96239	-75.14956	1
Mesh- CIL		100074602072	0A003E9196E1	39.9845053	-75.1245	1
Mesh- CIL		100074603077	0A003E9194E8	39.9749	-75.11838	1
Mesh- CIL		100074606092	0A003E9196E4	39.964434	-75.1443226	1
Mesh- CIL		100074607097	0A003E9196E3	39.9705411	-75.1474088	1
Mesh- CIL		100074610066	0A003E9189C6	39.9725027	-75.1753281	1
Mesh- CIL		100074612076	0A003E9189DD	39.96201	-75.16138	1
Mesh- CIL		100074613081	0A003E9189E4	39.96159	-75.15607	1
Mesh- CIL		100074615091	0A003E9189FF	39.9674	-75.1755	1
Mesh- CIL		100074618003	0A003E918909	39.96822	-75.13975	1
Mesh- CIL		100074619008	0A003E918A04	39.9646801	-75.1686542	1
Mesh- CIL		100074623085	0A003E918A00	39.9810025	-75.1279863	1
Mesh- CIL		100074624090	0A003E9189DE	39.987183	-75.1327147	1
Mesh- CIL		100074629012	0A003E918908	39.98617	-75.17723	1
Mesh- CIL		100074632084	0A003E9189E2	39.99794	-75.12534	1
Mesh- CIL		100074633089	0A003E9189C2	39.96986955	-75.13098709	1
Mesh- CIL		100074667018	0A003E918945	39.96428	-75.16442	1
	900 MHz Subscriber Modules Connectorized Total					22
Mesh- CIL	5.2 GHz Subscriber Modules	100074350065	0A003E033CCD	39.92775	-75.2194	1
Mesh- CIL		100074351070	0A003E033D59	40.0499	-75.12458	1
Mesh- CIL		100074352075	0A003E033D1B	39.93439	-75.21929	1
Mesh- CIL		100074361074	0A003E033CFC	39.99572	-75.238	1
Mesh- CIL		100074364089	0A003E033D58	40.00194	-75.21177	1
Mesh- CIL		100074367001	0A003E033CFA	39.99939	-75.20898	1
Mesh- CIL		100074368006	0A003E033C84	39.9421012	-75.2165445	1
Mesh- CIL		100074381082	0A003E033CCE	40.00112	-75.22649	1
Mesh- CIL		100074391086	0A003E014F6B	39.98224	-75.13792	1
Mesh- CIL		100074408022	0A003E014F93	40.00171265	-75.1296288	1
Mesh- CIL		100074409027	0A003E014F8A	39.98756	-75.15381	1
Mesh- CIL		100074410089	0A003E014FEE	39.969074	-75.165031	1
Mesh- CIL		100074411094	0A003E014F95	39.9675074	-75.15797	1
Mesh- CIL		100074412099	0A003E014FB7	39.9936348	-75.1073857	1
Mesh- CIL		100074413001	0A003E014FCB	39.9661187	-75.1688	1
Mesh- CIL		100074414006	0A003E014F69	39.9810348	-75.1708269	1
Mesh- CIL		100074423005	0A003E014FE6	39.9812	-75.1654808	1
Mesh- CIL		100074425015	0A003E0145DB	39.91852	-75.22953	1
Mesh- CIL		100074427025	0A003E036BD5	39.93689	-75.22676	1
Mesh- CIL		100074428030	0A003E0145DF	40.01241	-75.10176	1
Mesh- CIL		100074430097	0A003E014FC8	39.99744361	-75.13352338	1
Mesh- CIL		100074431102	0A003E035614	39.99637	-75.14848	1
Mesh- CIL		100074436024	0A003E013D42	39.943597	-75.215955	1
Mesh- CIL		100074440101	0A003E036C42	39.9551274	-75.1525143	1
Mesh- CIL		100074441003	0A003E0334E7	39.9559	-75.16065	1
Mesh- CIL		100074451007	0A003E01402D	39.98688	-75.13578	1
Mesh- CIL		100074452012	0A003E036D4B	39.93551	-75.2258586	1
Mesh- CIL		100074517061	0A003E01481D	39.95862	-75.14428	1
Mesh- CIL		100074518066	0A003E014F6E	39.9682298	-75.1546535	1
Mesh- CIL		100074520030	0A003E014EE8	39.99581	-75.14381	1
Mesh- CIL		100074521035	0A003E033105	39.98965	-75.1581	1
Mesh- CIL		100074522040	0A003E01437A	39.93872	-75.21552	1
Mesh- CIL		100074523045	0A003E014FBE	39.99048	-75.09771	1
Mesh- CIL		100074524050	0A003E014009	40.04494	-75.12374	1
Mesh- CIL		100074525055	0A003E033373	39.998557	-75.15348049	1
Mesh- CIL		100074526060	0A003E01419D	39.98651681	-75.14572781	1
Mesh- CIL		100074527065	0A003E0333E0	39.97832	-75.1247491	1
Mesh- CIL		100074528070	0A003E014ED4	39.99241	-75.1421	1
Mesh- CIL		100074529075	0A003E014F60	39.9928116	-75.1587561	1
Mesh- CIL		100074530034	0A003E014F5B	39.974569	-75.1383995	1
Mesh- CIL		100074531039	0A003E014FB4	39.97622	-75.1397	1
Mesh- CIL		100074532044	0A003E014FB6	40.00006265	-75.13985736	1
Mesh- CIL		100074533049	0A003E014EE9	39.94337	-75.21099	1
Mesh- CIL		100074534054	0A003E014FEF	40.00528116	-75.14593283	1
Mesh- CIL		100074535059	0A003E014FD5	39.98354	-75.14981	1
Mesh- CIL		100074536064	0A003E014F9D	39.98278	-75.15305	1
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Mesh- CIL		100074727042	0A003E031DD7	39.9122	-75.15325	1
Mesh- CIL		100074728047	0A003E031DCF	39.91908	-75.15874	1
Mesh- CIL		100074730011	0A003E033AC1	39.91681	-75.16014	1
Mesh- CIL		100074731016	0A003E031DCA	39.92003	-75.15887	1
Mesh- CIL		100074732021	0A003E031A02	39.91732	-75.15503	1
Mesh- CIL		100074733026	0A003E031F2C	39.91241	-75.15816	1
Mesh- CIL		100074734031	0A003E031DD8	39.91249	-75.16293	1
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Mesh- CIL		100074743030	0A003E033B43	40.07097	-75.03064	1
Mesh- CIL		100074744035	0A003E033AFA	39.926047	-75.224997	1
Mesh- CIL		100074745040	0A003E0318A5	40.01116	-75.09124	1
Mesh- CIL		100074746045	0A003E033D12	39.9337127	-75.2284825	1
Mesh- CIL		100074747050	0A003E033CA6	39.93762	-75.21132	1
Mesh- CIL		100074748055	0A003E033CC4	39.92138	-75.16664	1
Mesh- CIL		100074749060	0A003E033C86	39.91576	-75.16406	1
Mesh- CIL		100074751024	0A003E033B41	39.990549	-75.1531575	1
Mesh- CIL		7000015773028	0A003E0393B2	39.91276	-75.24334	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh- CIL		700005002097	0A003E035F12	40.01897	-75.11725	1
Mesh- CIL		700005003102	0A003E035E3E	40.01296	-75.11971	1
Mesh- CIL		700005004004	0A003E031717	40.01237	-75.13934	1
Mesh- CIL		700005005009	0A003E03609C	40.007148	-75.13581	1
Mesh- CIL		700005006014	0A003E03172A	39.97539	-75.2313	1
Mesh- CIL		700005007019	0A003E037A4D	40.02327	-75.11349	1
Mesh- CIL		700005008024	0A003E031771	40.0250584	-75.1098696	1
Mesh- CIL		700005009029	0A003E031719	40.00547	-75.10323	1
Mesh- CIL		700005129077	0A003E0370C3	39.91436	-75.16252	1
Mesh- CIL		700005130036	0A003E037026	39.91378	-75.1687	1
Mesh- CIL		700005132046	0A003E037010	39.91514	-75.15723	1
Mesh- CIL		700005133051	0A003E03700F	39.91291	-75.17098	1
Mesh- CIL		700005134056	0A003E037079	39.91474	-75.17613	1
Mesh- CIL		700005135061	0A003E03701B	40.10152	-75.01467	1
Mesh- CIL		700005136066	0A003E037049	39.91388	-75.16486	1
Mesh- CIL		700005192070	0A003E031AD8	39.99678	-75.21686	1
Mesh- CIL		700005194080	0A003E031AC1	40.00247	-75.22015	1
Mesh- CIL		700005195085	0A003E031ACD	40.00096	-75.21505	1
Mesh- CIL		700005324029	0A003E035E94	40.01993	-75.11081	1
Mesh- CIL		700005325034	0A003E03603A	39.9753726	-75.1439359	1
Mesh- CIL		700005330013	0A003E035F11	39.9786	-75.1460914	1
Mesh- CIL		700005331018	0A003E035F99	39.94027	-75.23349	1
Mesh- CIL		700005332023	0A003E03635C	40.00606	-75.11336	1
Mesh- CIL		700005333026	0A003E036267	39.9952	-75.1375602	1
Mesh- CIL		700005334033	0A003E03603B	39.964	-75.21508	1
Mesh- CIL		700005336043	0A003E035EF5	39.97604	-75.13689	1
Mesh- CIL		700005337048	0A003E0360A1	39.99192	-75.16311	1
Mesh- CIL		700005355046	0A003E035E03	39.9995	-75.11252	1
Mesh- CIL		700005356051	0A003E034811	39.97228	-75.24362	1
Mesh- CIL		700005357056	0A003E03485B	39.9874356	-75.115754	1
Mesh- CIL		700005358061	0A003E034803	39.99756	-75.11523	1
Mesh- CIL		700005359066	0A003E031F26	39.9879402	-75.0990006	1
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Mesh- CIL		700005361030	0A003E035B7B	39.91839	-75.22584	1
Mesh- CIL		700005362035	0A003E03485A	39.99074	-75.08741	1
Mesh- CIL		700005363040	0A003E036260	39.95602	-75.21856	1
Mesh- CIL		700005364045	0A003E034A26	39.93111	-75.21785	1
Mesh- CIL		700005365050	0A003E031DD0	39.99315	-75.09334	1
Mesh- CIL		700005366055	0A003E031DC0	39.9448	-75.20923	1
Mesh- CIL		700005367060	0A003E0360D4	40.00281	-75.11406	1
Mesh- CIL		700005368065	0A003E034A37	39.98904	-75.11046	1
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Mesh- CIL		700005459003	0A003E0315D7	40.00242438	-75.13858322	1
Mesh- CIL		700005460065	0A003E03182E	39.97634	-75.15125	1
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Mesh- CIL		700005748011	0A003E031A18	39.9824	-75.23089	1
Mesh- CIL		700005786017	0A003E031E49	40.08781	-75.03517	1
Mesh- CIL		700005821008	0A003E031F16	39.98356	-75.23403	1
Mesh- CIL		700005998008	0A003E031DB8	39.98203	-75.23887	1
Mesh- CIL		700008594043	0A003E03919F	40.0233	-75.13053	1
Mesh- CIL		700008595048	0A003E0392C3	40.04354	-75.15706	1
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Mesh- CIL		700008601032	0A003E0392BF	40.03994	-75.13254	1
Mesh- CIL		700008602037	0A003E039238	39.90894	-75.17099	1
Mesh- CIL		700008603042	0A003E039273	39.9107	-75.18028	1
Mesh- CIL		700008604047	0A003E039219	40.03635	-75.12943	1
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Mesh- CIL		700008615056	0A003E03934B	40.04133	-75.15528	1
Mesh- CIL		700008616061	0A003E03927A	40.04535	-75.14505	1
Mesh- CIL		700008622045	0A003E039296	40.03846	-75.02795	1
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Mesh- CIL		700008632049	0A003E03941C	40.0028	-75.08207	1
Mesh- CIL		700008633054	0A003E0391EE	40.01412	-75.06932	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh- CIL		700008636069	0A003E03934E	40.01772	-75.05198	1
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Mesh- CIL		700008638079	0A003E0392E8	40.08399	-75.03482	1
Mesh- CIL		700008639084	0A003E0391AE	40.00882	-75.06812	1
Mesh- CIL		700008640043	0A003E03935F	40.01176	-75.07135	1
Mesh- CIL		700008642053	0A003E0393DC	40.04854	-75.00283	1
Mesh- CIL		700008643058	0A003E0393CF	39.95725	-75.21322	1
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Mesh- CIL		700008656077	0A003E0393AC	40.02747	-75.02879	1
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Mesh- CIL		700008683074	0A003E03932C	40.02255	-75.04999	1
Mesh- CIL		700008684079	0A003E039251	40.02463	-75.06309	1
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Mesh- CIL		700008696093	0A003E039257	40.01479	-75.06211	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh- CIL		500000025085	0010E7C49811	39.9071	-75.24574	1
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Mesh- CIL		500000103004	0010E7C48671	40.00667	-75.07809	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh- CIL		500000111101	0010E7C4970A	39.93056	-75.1517	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		500017350037	48051	40.13433	-75.00936	1
Mesh		500017351042	51310	40.12924	-75.0221	1
Mesh		500017352047	51011	40.11744	-75.02633	1
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Mesh		500017359082	51307	40.06838	-75.03514	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700001493080	45318	39.89959	-75.24184	1
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Mesh		700001502079	45301	39.92108	-75.17426	1
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Mesh		700001511078	41119	40.06299	-75.03159	1

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Mesh		700001517005	36791	40.02376	-75.18422	1
Mesh		700001518010	36761	40.09594	-75.05084	1
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Mesh		700001522087	30443	39.92486	-75.16412	1
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Mesh		700001525102	45937	39.92318	-75.17076	1
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Mesh		700001605031	30265	40.01296	-75.11971	1
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Mesh		700001607041	38653	40.01802	-75.10931	1
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Mesh		700001615035	41653	39.91788	-75.23356	1
Mesh		700001616040	39878	39.9914023	-75.1211634	1
Mesh		700001617045	39929	40.04859	-75.05117	1
Mesh		700001618050	39941	40.00903	-75.10169	1
Mesh		700001619055	39936	39.99668	-75.10463	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700001951048	45947	40.06094	-75.15439	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700001957078	39887	39.97361	-75.23163	1
Mesh		700001958083	45194	39.9722	-75.24961	1
Mesh		700001960047	40711	40.10327	-75.05788	1
Mesh		700001961052	45836	39.92221	-75.16307	1
Mesh		700001963062	41981	39.91766	-75.14927	1
Mesh		700001969092	39656	40.07656	-75.03812	1
Mesh		700001970051	45998	40.10202	-75.06032	1
Mesh		70000197083	45820	39.91706	-75.16203	1
Mesh		700001971056	45561	40.07097	-75.03064	1
Mesh		700001972061	45679	39.91667	-75.15906	1
Mesh		700001974071	45674	39.97681	-75.26199	1
Mesh		700001975076	41020	39.92275	-75.14818	1
Mesh		700001976081	37154	39.91768	-75.1578	1
Mesh		700001977086	41972	40.01066	-75.07264	1
Mesh		700001984075	36991	40.02457	-75.16836	1
Mesh		700001986085	45737	40.06304	-75.04665	1
Mesh		700001988095	39753	39.97681	-75.23273	1
Mesh		700001989100	45865	39.90425	-75.22646	1
Mesh		700001991064	45207	39.89588	-75.2496	1
Mesh		700001992069	38640	39.9639795	-75.1801931	1
Mesh		700001993074	40597	39.88228	-75.22114	1
Mesh		700001994079	45243	40.06575	-75.0272	1
Mesh		700001995084	45173	39.90129	-75.24676	1
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Mesh		700001997094	39585	40.09619	-75.02071	1
Mesh		700001998099	41226	39.90164	-75.23986	1
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Mesh		700002013097	40077	40.00134	-75.2038	1
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Mesh		700002021091	44094	39.993	-75.23371	1
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Mesh		700002057030	23685	40.06631	-75.15083	1
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Mesh		700002060102	45710	40.00096	-75.21505	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700002070003	50263	39.93263	-75.21625	1
Mesh		700002071008	50257	39.9484	-75.20718	1
Mesh		700002072013	44414	39.9489	-75.20449	1
Mesh		700002073018	44190	39.94444	-75.20963	1
Mesh		700002074023	44122	39.93979	-75.23579	1
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Mesh		700002077038	50214	40.11064	-75.04974	1
Mesh		700002078043	50255	39.92736	-75.24242	1
Mesh		700002079048	45429	39.935	-75.22665	1
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Mesh		700002083022	50261	39.93816	-75.23386	1
Mesh		700002084027	41101	39.93571	-75.22839	1
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Mesh		700002086037	41212	39.93952	-75.23062	1
Mesh		700002087042	41087	39.94681	-75.20712	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700002165064	50242	39.92259	-75.15991	1
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Mesh		700002253090	23871	39.93253	-75.22458	1
Mesh		700002254095	44943	39.92593	-75.23237	1
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Mesh		700002256002	39333	39.917	-75.24382	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700002263094	46749	39.91819	-75.23618	1
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Mesh		700002274000	45869	39.91577	-75.23005	1
Mesh		700002275005	45286	39.9353055	-75.2142171	1
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Mesh		700002364036	39435	39.95496	-75.18526	1
Mesh		700002365041	39434	39.95479	-75.24831	1
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Mesh		700002370020	46762	39.99161	-75.18549	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700002624037	045343	40.05462	-75.04646	1
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Mesh		700002628057	045360	40.03414	-75.04562	1
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Mesh		700002630021	044142	40.03464	-75.04291	1
Mesh		700002631026	044104	40.04967	-75.04955	1
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Mesh		700002655054	22752	40.02486	-75.0311	1
Mesh		700002658069	022876	40.04431	-75.02348	1
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Mesh		700002660033	022909	40.03095	-75.03816	1
Mesh		700002662043	100635	40.03539	-75.03671	1
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Mesh		700002674057	100565	40.03184	-75.02797	1
Mesh		700002675062	100815	40.03424	-75.02607	1
Mesh		700002677072	100797	40.0227	-75.03303	1
Mesh		700002681046	100812	40.03884	-75.01535	1
Mesh		700002684061	100661	40.03825	-75.0196	1
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Mesh		700002687076	100785	40.03515	-75.0307	1
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Mesh		700002689086	100834	40.02747	-75.02879	1
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Mesh		700002696075	044055	40.04393	-75.05172	1
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Mesh		700002793100	101111	40.04117	-75.0248	1
Mesh		700002794002	101117	40.04446	-75.18588	1
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Mesh		700002796012	100421	40.05282	-75.02835	1

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Mesh		700002815015	100726	40.04565	-75.05254	1
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Mesh		700002821102	101101	40.0508	-75.02666	1
Mesh		700002822004	101228	40.06055	-75.0223	1
Mesh		700002823009	101212	40.05226	-75.03342	1
Mesh		700002824014	101204	40.05312	-75.03596	1
Mesh		700002826024	100974	40.05633	-75.02222	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700011019051	41932	40.04336	-75.17549	1
Mesh		700011020010	45586	40.05054	-75.19158	1
Mesh		700011021015	40366	39.92543	-75.14838	1
Mesh		700011022020	41342	39.94557	-75.15797	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700011025035	40738	39.92809	-75.16958	1
Mesh		700011026040	41344	39.92547	-75.15283	1
Mesh		700011027045	41947	39.9261	-75.17364	1
Mesh		700011028050	45905	39.93277	-75.16693	1
Mesh		700011029055	45953	39.92853	-75.17866	1
Mesh		700011030014	40355	39.91856	-75.22384	1
Mesh		700011032024	45902	39.9243	-75.24348	1
Mesh		700011033029	45617	39.92741	-75.17407	1
Mesh		700011034034	45946	39.93196	-75.17041	1
Mesh		700011035039	41934	39.94797	-75.14045	1
Mesh		700011036044	41959	39.92657	-75.1541	1
Mesh		700011038054	45627	39.92801	-75.15551	1
Mesh		700011039059	45632	39.92833	-75.16672	1
Mesh		700011040018	40741	39.9297	-75.15564	1
Mesh		700011041023	41356	39.93916	-75.17815	1
Mesh		700011042028	41525	39.91414	-75.15151	1
Mesh		700011043033	41131	39.91819	-75.15185	1
Mesh		700011044038	41272	39.92629	-75.15591	1
Mesh		700011045043	41162	39.90416	-75.16485	1
Mesh		700011046048	41265	39.89965	-75.16548	1
Mesh		700011047053	45838	39.90894	-75.17099	1
Mesh		700011048058	41434	39.91074	-75.17493	1
Mesh		700011049063	41127	39.92997	-75.16477	1
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Mesh		700011090038	45399	39.93726	-75.19213	1
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Mesh		700011093053	41235	39.91808	-75.15442	1
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Mesh		700011117081	37118	40.00389	-75.14534	1
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Mesh		700011147093	37253	39.98093	-75.12387	1
Mesh		700011148098	37741	39.99736	-75.14523	1
Mesh		700011149000	37410	39.99857	-75.14243	1
Mesh		700011150062	37051	39.99625	-75.13629	1
Mesh		700011151067	37255	39.97677	-75.12741	1
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Mesh		700011153077	37370	39.9945	-75.14662	1
Mesh		700011154082	37081	39.97595	-75.12964	1
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Mesh		700011157097	045327	40.01524	-75.14713	1
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Mesh		700011160066	044436	39.94968	-75.20918	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700011366073	48542	39.97045	-75.24632	1
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Mesh		700011368083	48515	39.91957	-75.18159	1
Mesh		700011369088	48534	39.92382	-75.17586	1
Mesh		700011370047	48537	40.06044	-75.14869	1
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Mesh		700011374067	48535	39.98602	-75.25449	1
Mesh		700011375072	48509	39.98146	-75.25506	1
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Mesh		700011607071	045395	40.09754	-75.05842	1
Mesh		700011608076	048926	39.9067	-75.23523	1
Mesh		700011609081	048957	39.97568	-75.22786	1
Mesh		700011610040	045455	39.9795	-75.24084	1
Mesh		700011611045	048494	40.05022	-75.14011	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700011622054	048461	40.05919	-75.13629	1
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Mesh		700011626074	045345	40.02183	-75.15833	1
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Mesh		700011630048	044260	40.02108	-75.1261	1
Mesh		700011631053	048976	40.02623	-75.11696	1
Mesh		700011632058	051220	40.02545	-75.15022	1
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Mesh		700011720084	022787	39.92555	-75.17933	1
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Mesh		700011810017	22626	39.94347	-75.18724	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700012923079	048314	39.94103	-75.14575	1
Mesh		700012924084	048451	39.93914	-75.14979	1
Mesh		700012925089	048422	39.94895	-75.17083	1
Mesh		700012926094	048312	39.93747	-75.16454	1
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Mesh		700012936098	048398	40.05549	-75.17255	1
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Mesh		700012939010	048309	39.9291	-75.14729	1
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Mesh		700012981093	48119	39.9229	-75.18836	1
Mesh		700012982098	48095	40.05479	-75.15362	1
Mesh		700012983000	48120	40.02074	-75.14319	1
Mesh		700012985010	22953	40.07021	-75.18036	1
Mesh		700012986015	22988	40.02515	-75.12226	1
Mesh		700012987020	46649	40.07565	-75.16124	1
Mesh		700012988025	22959	40.01847	-75.13672	1
Mesh		700012989030	22992	40.03392	-75.14829	1
Mesh		700012990092	22954	40.01872	-75.13337	1
Mesh		700012991097	48012	40.06357	-75.02993	1
Mesh		700012992102	22957	40.0406	-75.17149	1
Mesh		700012993004	48013	40.03635	-75.12943	1
Mesh		700012994009	107065	40.04142	-75.13045	1
Mesh		700012995014	104391	40.04167	-75.14716	1
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Mesh		700013002018	106521	40.03852	-75.16967	1
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Mesh		700013004028	104536	40.04048	-75.16662	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700013250005	40715	39.94997	-75.24117	1
Mesh		700013251010	45141	39.95601	-75.23805	1
Mesh		700013252015	45966	39.9571	-75.23654	1
Mesh		700013253020	37461	39.94789	-75.24977	1
Mesh		700013254025	37226	39.95024	-75.24927	1
Mesh		700013256035	45089	39.95812	-75.22908	1
Mesh		700013257040	45205	39.98247	-75.18677	1
Mesh		700013258045	45990	39.9879	-75.18556	1
Mesh		700013259050	37443	39.99946	-75.16436	1
Mesh		700013260009	44403	39.9864	-75.18196	1
Mesh		700013261014	45095	39.99232	-75.1846	1
Mesh		700013264029	37444	40.00382	-75.1755	1
Mesh		700013265034	45158	39.99431	-75.18239	1
Mesh		700013266039	45727	40.00105	-75.17358	1
Mesh		700013267044	37460	39.9968	-75.18036	1
Mesh		700013269054	43593	40.00641	-75.18818	1
Mesh		700013270013	45804	39.98637	-75.18038	1
Mesh		700013271018	45775	39.99849	-75.17761	1
Mesh		700013272023	48605	40.00601	-75.18655	1
Mesh		700013273028	22665	39.9891	-75.18203	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700013278053	22937	40.01162	-75.1806	1
Mesh		700013279058	22766	40.00457	-75.18508	1
Mesh		700013280017	22968	39.98332	-75.18741	1
Mesh		700013281022	22544	40.00319	-75.17715	1
Mesh		700013282027	22813	40.00068	-75.18692	1
Mesh		700013283032	22671	39.99745	-75.18242	1
Mesh		700013284037	22777	39.99264	-75.18129	1
Mesh		700013285042	22772	40.00523	-75.17849	1
Mesh		700013286047	22920	39.99568	-75.18106	1
Mesh		700013287052	22950	40.00246	-75.18467	1
Mesh		700013288057	22826	40.00413	-75.18305	1
Mesh		700013289062	22941	39.98152	-75.18779	1
Mesh		700013290021	22942	39.98818	-75.18059	1
Mesh		700013291026	22915	40.0081	-75.17991	1
Mesh		700013292031	22938	40.00659	-75.18298	1
Mesh		700013293036	22897	39.96242	-75.23795	1
Mesh		700013294041	23867	39.9614	-75.24298	1
Mesh		700013295046	44785	39.96763	-75.24892	1
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Mesh		700013297056	44869	39.96532	-75.23797	1
Mesh		700013298061	23830	39.95253	-75.24879	1
Mesh		700013299066	23823	39.9493	-75.22313	1
Mesh		700013300025	23821	39.94899	-75.22102	1
Mesh		70001330037	23888	39.96702	-75.2418	1
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Mesh		700013303040	22939	39.95955	-75.24056	1
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Mesh		700013306055	44672	39.95424	-75.22803	1
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Mesh		700013310029	23884	39.96088	-75.24515	1
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Mesh		700013324053	22649	39.96801	-75.23942	1
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Mesh		700013333052	22574	39.94928	-75.22907	1
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Mesh		700013364069	45418	40.0213	-75.18192	1
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Mesh		700013368089	44123	40.10894	-75.01949	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700013376083	22731	40.0437	-75.15331	1
Mesh		700013377088	22709	40.04098	-75.16378	1
Mesh		700013378093	22600	40.04283	-75.14986	1
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Mesh		700013380057	22599	40.0389	-75.14365	1
Mesh		700013381062	22619	40.02803	-75.14952	1
Mesh		700013382067	22633	40.03672	-75.16904	1
Mesh		700013383072	44293	40.02143	-75.17685	1
Mesh		700013384077	22659	40.04572	-75.15005	1
Mesh		700013385082	22706	40.02949	-75.14925	1
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Mesh		700013387092	22695	40.0309	-75.16655	1
Mesh		700013388097	22589	40.0353	-75.16849	1
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Mesh		700013390061	22696	40.03234	-75.14796	1
Mesh		700013391066	22726	40.03374	-75.12806	1
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Mesh		700013395086	46730	40.04934	-75.12018	1
Mesh		700013396091	44894	40.04463	-75.12152	1
Mesh		700013397096	23678	40.03661	-75.13143	1
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Mesh		700013405090	46719	40.05073	-75.12021	1
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Mesh		700013468026	101063	40.0568	-75.23419	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700013475015	100958	40.03485	-75.05533	1
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Mesh		700013478030	101038	40.03878	-75.04913	1
Mesh		700013479035	100836	40.04513	-75.04797	1
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Mesh		700013481102	101062	40.03524	-75.0497	1
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Mesh		700013486024	101043	40.05295	-74.99621	1
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Mesh		700013493013	44087	40.06347	-75.02714	1
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Mesh		700013561031	037323	39.95501	-75.19158	1
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Mesh		700013563041	101252	39.95486	-75.19658	1
Mesh		700013564046	101238	39.95751	-75.20414	1
Mesh		700013565051	101304	39.96722	-75.21873	1
Mesh		700013566056	101222	39.96347	-75.20578	1
Mesh		700013567061	101221	39.96042	-75.21655	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700013575055	101223	39.96184	-75.1883	1
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Mesh		700013671075	100356	39.96429	-75.21312	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700013769048	101185	40.07034	-75.03129	1
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Mesh		700013771012	100170	40.10482	-75.03614	1
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Mesh		700013776037	101166	40.09099	-75.02606	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		700015933092	38139	39.9867	-75.10721	1
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
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Mesh		500017258037	106790	39.96524	-75.19651	1
Mesh		500017259042	106740	39.96577	-75.22695	1
Mesh		500017260001	106741	39.9796	-75.18913	1
Mesh		500017261006	106776	40.05613	-75.03104	1
Mesh		500017262011	106727	40.05374	-75.02866	1
Mesh		500017265026	106630	39.96298	-75.23638	1
Mesh		500017266031	103337	39.96955	-75.20354	1
Mesh		500017267036	106606	39.97206	-75.20124	1
Mesh		500017268041	106780	40.06695	-75.05143	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Mesh		500017269046	106795	39.94284	-75.17458	1
Mesh		500017271010	106815	39.94952	-75.24546	1
Mesh		500017272015	103440	39.96003	-75.17183	1
Mesh		500017274025	106811	40.09483	-75.06486	1
Mesh		500017275030	106636	39.93483	-75.16182	1
Mesh		500017276035	106799	39.93146	-75.17627	1
Mesh		500017277040	054305	39.9414	-75.17413	1
Mesh		500017278045	54242	39.97053	-75.21443	1
Mesh		500017279050	054285	39.96521	-75.23531	1
Mesh		500017299058	054406	39.96889	-75.23717	1
Mesh		500017300017	054223	39.95881	-75.22317	1
Mesh		500017301022	54307	39.94646	-75.16098	1
Mesh		500017302027	054030	39.96263	-75.2398	1
Mesh		500017308057	054297	39.93088	-75.1621	1
Mesh		500017460081	054234	39.96877	-75.19818	1
Mesh		500017492000	054484	39.93207	-75.15621	1
Mesh		500017493005	054214	39.92621	-75.15156	1
Mesh		500017494010	054253	39.95957	-75.22811	1
Mesh		500017496020	054261	39.95482	-75.166	1
Mesh		500017498030	054400	39.95114	-75.24093	1
Mesh		500017499035	054401	39.95627	-75.24371	1
Mesh		500017500097	054330	39.92656	-75.17735	1
Mesh		500017502004	054304	39.92253	-75.17557	1
Mesh		500017503009	054298	39.94244	-75.15539	1
Mesh		500017504014	054408	39.93607	-75.18285	1
Mesh		500017505019	106783	39.91222	-75.17543	1
Mesh		500017506024	106889	39.98456	-75.22942	1
Mesh		500017507029	054340	39.9861	-75.18753	1
Mesh		500017508034	054372	39.91081	-75.24029	1
Mesh		500017509039	106784	40.01026	-75.19463	1
Mesh		500017510101	106800	39.91433	-75.22375	1
Mesh		500017512008	106849	39.91065	-75.24786	1
Mesh		500017513013	106812	40.04841	-75.23478	1
Mesh		500017514018	106707	39.91131	-75.23069	1
Mesh		500017516028	103084	40.04378	-75.10664	1
Mesh		500017518038	106711	40.04582	-75.16459	1
Mesh		500017519047	103354	39.89557	-75.21593	1
Mesh		500017521007	106765	40.01072	-75.18794	1
Mesh		500017522012	106643	39.97995	-75.22518	1
Mesh		500017523017	106810	40.04413	-75.17892	1
Mesh		500017524022	106676	39.91725	-75.17562	1
Mesh		500017525027	103270	40.05827	-75.2303	1
Mesh		500017527037	106616	40.02383	-75.18663	1
Mesh		500017528042	106628	40.01116	-75.19062	1
Mesh		500017530006	106709	39.89781	-75.2473	1
Mesh		500017531011	106698	40.0971	-75.05226	1
Mesh		500017532016	103070	39.91109	-75.24312	1
Mesh		500017533021	103308	39.89106	-75.24691	1
Mesh		500017535031	103307	39.91228	-75.23842	1
Mesh		500017536036	103205	40.10051	-75.04839	1
Mesh		500017537041	106715	39.91505	-75.23758	1
Mesh		500017539051	106652	39.90204	-75.2479	1
Mesh		500017540010	106777	39.88414	-75.22273	1
Mesh		500017541015	106875	40.08293	-75.07289	1
Mesh		500017542020	106786	40.09509	-75.01552	1
Mesh		500017543025	106742	40.0581	-75.15693	1
Mesh		500017544030	103204	40.04553	-75.22833	1
Mesh		500017546040	106583	40.04896	-75.16139	1
Mesh		500017547045	106555	40.1096	-75.04299	1
Mesh		500017548050	106637	40.12075	-75.00607	1
Mesh		500017549055	106598	40.10029	-75.02183	1
Mesh		500017550014	106972	40.06806	-75.05727	1
Mesh		500017552024	113571	40.11892	-75.02417	1
Mesh		500017553029	113567	40.12318	-75.00792	1
Mesh		500017554034	113535	40.0914	-75.04262	1
Mesh		500017555039	106585	40.11861	-75.01688	1
Mesh		500017556044	113617	40.11904	-75.00782	1
Mesh		500017558054	103046	40.1049	-75.03917	1
Mesh		500017559059	113742	40.08705	-75.02928	1
Mesh		500017560018	106587	40.05461	-75.23587	1
Mesh		500017561023	106886	40.11183	-75.02871	1
Mesh		500017562028	106719	40.10236	-75.04062	1
Mesh		500017563033	113576	40.09172	-75.04729	1
Mesh		500017564038	106556	40.03477	-75.08938	1
Mesh		500017566048	106593	40.11313	-75.02339	1
Mesh		500017567053	113847	40.10073	-75.04557	1
Mesh		500017569063	113610	40.04899	-75.15933	1
Mesh		500017570022	113586	40.03931	-75.10991	1
Mesh		500017571027	106729	40.04369	-75.10885	1
Mesh		500017572032	106714	40.08363	-75.04218	1
Mesh		500017574042	106859	40.03365	-75.191	1
Mesh		500017575047	103443	40.04056	-75.09878	1
Mesh		500017576052	103125	40.0945	-75.0384	1
Mesh		500017577057	113575	40.05811	-75.16311	1
Mesh		500017578062	103461	40.11605	-75.01716	1
Mesh		500017580026	113603	40.02976	-75.10776	1
Mesh		500017581031	113690	40.04319	-75.22457	1
Mesh		500017582036	106578	40.07078	-75.16391	1
Mesh		500017583041	106728	40.02689	-75.1744	1
Mesh		500017585051	106626	40.02685	-75.09296	1
Mesh		500017586056	106632	40.02138	-75.1645	1
Mesh		500017588066	103290	40.02868	-75.09332	1
Mesh		500017590030	106882	40.05912	-75.23761	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Mesh		500017591035	106885	40.04964	-75.23377	1
Mesh		500017592040	106884	39.97515	-75.21053	1
Mesh		500017593045	106858	39.89827	-75.23255	1
Mesh		500017594050	106618	40.04749	-75.22112	1
Mesh		500017595055	103045	40.02228	-75.17597	1
Mesh		500017596060	103373	40.03751	-75.19554	1
Mesh		500017597065	103062	40.02012	-75.16527	1
Mesh		500017598070	106559	40.03015	-75.20682	1
Mesh		500017599075	103112	39.98087	-75.18655	1
Mesh		500017600034	106576	39.98724	-75.17654	1
Mesh		500017601039	106877	40.00982	-75.08835	1
Mesh		500017602044	106840	40.05935	-75.2346	1
Mesh		500017603049	103161	40.03176	-75.19147	1
Mesh		500017800011	106542	39.88264	-75.23022	1
Mesh		500017801016	106863	39.92322	-75.18096	1
Mesh		500017802021	106569	39.9971	-75.17843	1
Mesh		500017803026	103113	39.92474	-75.15623	1
Mesh		500017804031	113644	40.01919	-75.08517	1
Mesh		500017805036	103431	40.01195	-75.14718	1
Mesh		500017807046	103425	39.9071	-75.24574	1
Mesh		500017808051	106667	40.01263	-75.18677	1
Mesh		500017809056	106561	39.99353	-75.1763	1
Mesh		500017810015	113641	40.03508	-75.18061	1
Mesh		500017811020	106573	39.99461	-75.17279	1
Mesh		500017812025	106546	40.04818	-75.17573	1
Mesh		500017813030	101853	39.91815	-75.16144	1
Mesh		500017814035	106570	40.03108	-75.17789	1
Mesh		500017815040	105968	40.1198	-75.01888	1
Mesh		500017816045	103371	40.12318	-75.00257	1
Mesh		500017817050	106574	40.06256	-75.15755	1
Mesh		500017818055	106560	40.10614	-75.03277	1
Mesh		500017819060	101719	40.11589	-75.02048	1
Mesh		500017820019	100032	40.11835	-75.02482	1
Mesh		500017821024	113736	40.11206	-75.02732	1
Mesh		500017822029	101718	40.10208	-75.02918	1
Mesh		500017823034	101612	40.11695	-75.01748	1
Mesh		500017824039	101631	40.10467	-75.02627	1
Mesh		500017825044	101584	40.10061	-75.00818	1
Mesh		500017829064	101641	40.13479	-75.01512	1
Mesh		500017834043	101626	40.12292	-74.99993	1
Mesh		500017835048	101564	40.10752	-75.02813	1
Mesh		500017836053	101720	40.12309	-75.01575	1
Mesh		500017837058	101581	40.1324	-75.01769	1
Mesh		500017838063	101616	40.10879	-75.04158	1
Mesh		500017839068	101727	40.10324	-75.01685	1
Mesh		500017840027	101662	40.11464	-75.03135	1
Mesh		500017847062	101744	40.10092	-75.0186	1
Mesh		500017849072	102951	40.13244	-75.01949	1
Mesh		500017853046	101572	40.12272	-75.00435	1
Mesh		500017854051	101829	40.10899	-75.02829	1
Mesh		500017855056	101728	40.11345	-75.029	1
Mesh		500017856061	101804	40.10815	-75.01991	1
Mesh		500017857066	100506	40.02974	-75.17908	1
Mesh		500017858071	101757	40.09949	-75.0098	1
Mesh		500017859076	102577	40.11079	-75.02095	1
Mesh		500017860035	101857	40.09869	-75.01399	1
Mesh		500017861040	101900	40.13433	-75.01324	1
Mesh		500017862045	101854	40.11566	-75.01822	1
Mesh		500017863050	101931	40.11468	-75.02034	1
Mesh		500017865060	101621	40.13313	-75.01757	1
Mesh		500017866065	101733	40.02924	-75.18161	1
Mesh		500017867070	101620	40.02471	-75.17047	1
Mesh		500017868075	101859	40.02638	-75.17806	1
Mesh		500017869080	101897	40.03657	-75.17384	1
Mesh		500017870039	101824	40.06249	-75.13969	1
Mesh		500017874059	101851	40.06229	-75.15162	1
Mesh		500017876069	105879	40.05477	-75.14953	1
Mesh		500017877074	113709	40.06011	-75.16658	1
Mesh		500017879084	105974	40.06754	-75.17287	1
Mesh		500017883058	113762	40.0644	-75.15123	1
Mesh		500017884063	113759	40.06948	-75.1709	1
Mesh		500017885068	113754	40.05852	-75.14946	1
Mesh		500017886073	113755	40.06472	-75.14196	1
Mesh		500017888083	113751	40.06425	-75.16102	1
Mesh		500017889088	113732	40.06038	-75.15734	1
Mesh		500017890047	103143	40.08008	-75.17288	1
Mesh		500017891052	113839	40.05334	-75.15376	1
Mesh		500017892057	113845	40.0523	-75.16468	1
Mesh		500017893062	113588	40.04731	-75.1611	1
Mesh		500017894067	101863	40.05855	-75.15233	1
Mesh		500017895072	101890	40.07275	-75.1741	1
Mesh		500017897082	101860	40.04797	-75.16686	1
Mesh		500017898087	113790	40.07114	-75.15763	1
Mesh		500017899092	101795	40.06188	-75.1633	1
Mesh		500017900051	101865	40.0452	-75.21792	1
Mesh		500017901056	101861	40.06723	-75.14663	1
Mesh		500017902061	101896	40.04733	-75.17426	1
Mesh		500017903066	103047	40.06321	-75.17171	1
Mesh		500017904071	105961	40.06766	-75.15225	1
Mesh		500017905076	105896	40.09291	-75.03177	1
Mesh		500017906081	105926	40.06943	-75.03801	1
Mesh		500017907086	105903	40.06875	-75.05108	1
Mesh		500017909096	105957	40.0733	-75.0284	1

Asset Category	Part Description	Asset Tag	Serial No	Latitude	Longitude	Total
Mesh		500017910055	105937	40.09566	-75.02607	1
Mesh		500017941072	105964	40.06611	-75.03567	1
Mesh		500017972089	105884	40.09512	-75.05559	1
Mesh		500017973094	105905	40.00271	-75.06735	1
Mesh		500017974099	105885	40.08902	-75.02739	1
Mesh		500017978016	105859	40.06262	-75.23382	1
Mesh		500017979021	105959	40.09558	-75.05391	1
Mesh		500017988020	105931	40.09178	-75.05671	1
Mesh		500017995009	105888	40.03339	-75.17557	1
Mesh		500017996014	105978	40.08882	-75.0409	1
Mesh		500017997019	105895	40.03347	-75.19702	1
Mesh		50003279861	105963	40.09782	-75.04254	1
Mesh		700002571002	105930	40.04521	-75.22618	1
Mesh		700011326057	105948	40.04062	-75.21856	1
Mesh		Unknown	106862	40.0508	-75.1563	1
Mesh		Unknown	106855	40.09688	-75.04681	1
Mesh		Unknown	106917	40.04591	-75.17349	1
Mesh		Unknown	106763	40.04693	-75.22717	1
Mesh		Unknown	106962	40.0944	-75.02647	1
Mesh		Unknown	052501	40.04666	-75.16826	1
Mesh		Unknown	106847	40.08589	-75.03393	1
Mesh		Unknown	106902	40.08567	-75.02687	1
Mesh		Unknown	106971	40.03889	-75.22331	1
Mesh		Unknown	106983	40.06955	-75.17631	1
Mesh		Unknown	106985	40.08019	-75.03145	1
Mesh		Unknown	106838	39.96075	-75.24293	1
Mesh		Unknown	106735	40.00106	-75.0729	1
Mesh		Unknown	106864	39.97228	-75.24362	1
Mesh		Unknown	103234	40.08751	-75.14754	1
Mesh						

Initial Installed Tropos 5210 MetroMesh Total   4366

Approx Number of Devices Removed, mostly non-serviceable   46

TOTAL INSTALLED MESH DEVICES   **4320**

EXHIBIT A-3

NETWORK EQUIPMENT IN STORAGE

EXHIBIT A-3   NETWORK EQUIPMENT IN STORAGE

Asset Category	Equipment	Quantity
Tower	Canopy 5.2 GHz AP	31
Tower	Alvarion 5.7 GHz AU	9
Tower	Cabinet	5
Tower	Valere converter	12
Tower	Valere rectifier	7
Tower	Valere Chassis	8
Tower	DragonWave Airpair Modem	4
Tower	DragonWave Airpair Radio	6
Tower	Cluster Management Module	6
Tower	5.4 GHz Orthogon Point to Point Unit	9
	Accessories	
Tower	Canopy Surge Suppressors	6
Tower	Alvarion Base Stn chassis	6
Tower	Alvarion Base Stn pwr spply	9
Tower	Alvarion CAT-5 cable - 50m	3

	Equipment	Quantity
Mesh	5.2 GHz Canopy SM	85
Mesh	5.7 GHz Alvarion SU	131
Mesh	5.4 GHz Alvarion SU	15
Mesh	Tropos 5210-3000	535
Mesh	Tropos 5210-3030	876
	Accessories	
Mesh	SM-to-node mount kit (Yoda)	90
Mesh	Alvarion interface to Tropos	122
Mesh	Alvarion mount kit	122
Mesh	PhotoCell Pwr Cbl - 4 ft	305
Mesh	PhotoCell Pwr Cbl - 20 ft	74
Mesh	EMS License (Tropos Control)	1488

EXHIBIT B

RADIO SPECTRUM LICENSES

Exhibit B - Radio Spectrum Licenses

FCC Call Sign	Transmit Location	Receive Loc A.	Receive Loc B.	Receive Loc C.
WQGK792	Cayuga	Fair Hill		
WQGK887	401 N. Broad	Tulip		
WQGK891	Tulip	401 N. Broad	Fair Hill	
WQGK893	Fair Hill	Cayuga	Tulip	
WQGK908	Torresdale	Crown Castle	Tacony	
WQGK909	Crown Castle	Tacony	Torresdale	
WQGK910	Tacony	Crown Castle	Torresdale	
WQGK912	A&B Wiper	Kimball	Hilton Airport	
WQGK916	Stadium Holiday Inn	Airport Hilton	Kimball	
WQGK917	Kimball	A&B Wiper	Stadium Holiday Inn	Marriott Hotel
WQGK943	Airport Hilton	Stadium Holiday Inn	A&B Wiper	
WQGK946	Iroquois	800 N. Broad	Liberty Towers	Wissahickon
WQGK953	800 N. Broad	Iroquois	W. Park Apartments	
WQGK958	8200 Ridge	Pensdale Apartments	Clear Channel	
WQGK960	Pensdale Apts.	8200 Ridge	Wissahickon	
WQGK963	Marriott	Kimball		
WQGL213	Wissahickon	Pensdale Apartments	Hathaway House	Iroquois
WQGL214	Einstein	Hathaway House	Clear Channel	
WQGL215	Liberty	Iroquois	W. Park Apartments	
WQGL216	W. Park Apartments	Liberty Towers	800 N. Broad	
WQHT915	Cingular	Thackray		
WQHT916	Tmobile	Thackray		
WQHT917	Hathaway	Einstein	Wissahickon	
WQHV491	Thackray	Cingular	Tmobile	
WQIQ412	1818 Market	800 N. Broad	Marriott	
WQIQ414	800 N. Broad	1818 Market		
WQIQ415	Clear Channel	8200 Ridge	Einstein	

EXHIBIT C

TOWER LEASES AND LICENSES

EXHIBIT C- TOWER LEASES AND LICENSES

1. Master Tower Space License Agreement, by and between EarthLink, Inc. and American Towers, Inc. effective as of 8/22/06, and including the following Schedules concerning License of Space:
    a. Schedule Site Lease (East Cayuga) by and between EarthLink, Inc. and Tower Asset Sub, LLC dated 9/29/06 (date of last signature).
    b. Schedule Site Lease (East Tulip) by and between EarthLink, Inc. and Southern Towers, LLC dated 10/11/06 (date of last signature).
    c. Schedule Site (Kimball) Lease by and between EarthLink, Inc. and Southern Towers, LLC dated 10/27/06 (date of last signature), as amended by that certain First Amendment to Schedule License of Space effective as of 1/3/07, as further amended by that certain Second Amendment to Schedule License of Space effective as of 3/19/07.
    d. Schedule Site Lease (Philadelphia Ridge) by and between EarthLink, Inc. and American Towner Management, LLC dated 10/27/06 (date of last signature), as amended by that certain First Amendment to Schedule License of Space effective as of 1/3/07, as further amended by that certain Second Amendment to Schedule License of Space effective as of 3/19/07.
    e. Schedule Site Lease (Tacony) by and between EarthLink, Inc. and Tower Asset Sub, LLC dated 11/7/06 (date of last signature), as amended by that certain First Amendment to Schedule License of Space effective as of 1/3/07.
    f. Schedule Site Lease (Torresdale) by and between EarthLink, Inc. and Tower Asset Sub, LLC dated 11/17/06 (date of last signature), as amended by that certain First Amendment to Schedule License of Space effective as of 1/3/07, as further amended by that certain Second Amendment to Schedule License of Space effective as of 3/19/07.

2. Tower Lease Agreement, by and between EarthLink, Inc. and T-Mobile Northeast LLC, effective as of 4/26/07, as amended by that certain First Amendment to Tower Lease Agreement effective as 7/16/07.

3. Antenna Site Lease Agreement, by and between EarthLink, Inc. and A&B Wiper Supply, Inc. effective as of 9/22/06.

4. Antenna Site Lease Agreement , by and between EarthLink, Inc. and Albert Einstein Healthcare Network effective as of 11/30/06.

5. Antennae Site Lease Agreement , by and between EarthLink, Inc. and Brookside Iroquois, LLC, and GJBH Iroquois, LLC effective as of 10/19/06.

6. Clear Channel Outdoor Inc. Agreement , by and between EarthLink, Inc. and ClearChannel Outdoor, Inc. effective as of 12/08/06.

7. Communications Site Lease Agreement , by and between EarthLink, Inc. and CoreComm ATX , Inc. effective as of 7/24/06.

8. Antenna Site Lease Agreement , by and between EarthLink, Inc. and Forty Seven Hundred Wissahickon effective as of 11/02/06.

9. Antenna Site Lease Agreement , by and between EarthLink, Inc. and Liberty Tower Apartments 2004, L.P. effective as of 12/5/06.

10. Antenna Site Lease Agreement , by and between EarthLink, Inc. and Marriott Hotel Services, Inc. effective as of 6/12/07.

11. Antenna Site Lease Agreement , by and between EarthLink, Inc. and MHI Hospitality dated 1/24/07 (date of last signature).

12. Antenna Site Lease Agreement , by and between EarthLink, Inc. and New Covenant Church of Philadelphia effective as of 5/10/07.

13. License Agreement , by and between EarthLink, Inc. and NNN 1818 Market Street, LLC effective as of 7/24/07.

14. Communications Site Lease Agreement , by and between EarthLink, Inc. and People for People, Inc. effective as of 7/20/06.

15. Antenna Site Lease , by and between EarthLink, Inc. and The Philadelphia Housing Authority (Fair Hill) effective as of 9/14/06.

16. Antenna Site Lease , by and between EarthLink, Inc. and The Philadelphia Housing Authority (West Park) effective as of 12/28/06.

17. Antenna Site Lease , by and between EarthLink, Inc. and Trent Motel Associates, LP effective as of 11/27/06.

18. Antenna Site Lease , by and between EarthLink, Inc. and Woodhaven Investment Trust, Inc. dated 2/16/07 (date of last signature).

19. Antennae Site Lease Agreement , by and between EarthLink, Inc. and Hathaway House effective as of 6/29/07, as amended by that certain First Amendment to License effective as of 12/4/07.

EXHIBIT D

SERVICE AND FIBER AGREEMENTS

Exhibit D

Service and Fiber Agreements

1. PPL Telecom, LLC

    a. *Master Services Agreement* between PPL Telcom, LLC ("PPL") and Earthlink, effective August 26, 2006 and subsequently assigned to NAC pursuant to the NAC/EL Asset Purchase Agreement, including the *Transport Services Supplement* and Exhibit A – *Emergency Restoration* (collectively, the "PPL Agreement"), and

    b. All Services Orders issued or entered into pursuant to the PPL Agreement, including, without limitation, the Service Orders Numbered: 2822; 2876; 2905; 2983; 2998; 3002; 3004; 3005; 3011; 3012; 3013; 3014; 3015; 3017; 3018; 3019; 3020; 3021; 3022; 3023; 3024; 3025; 3131; 3132; 3215; 3216.

2. Wireless Network Group

    a. Letter agreement between Wireless Network Group (WNG) and Network Acquisition Company, LLC, *RE: Wahrehouse Offer – PA Market*, dated August 14, 2008, by which NAC agreed to the provision of warehousing services by WNG on certain terms and conditions (the "WNG Agreement"), and

    b. Purchase Order Number 20080826001WNG, issued pursuant to the WNG Agreement.

EXHIBIT E

SELLER DISCLOSURE SCHEDULE

EXHIBIT F

CITY CONTRACT PROVISIONS

CITY CONTRACT PROVISIONS

Seller shall comply with all terms and conditions set forth in this Exhibit F. The provisions of this Exhibit are not intended to limit the applicability any other provision of the Agreement.

1. **Non-Discrimination; Fair Practices.** This Agreement is entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing this Agreement, Seller shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. In addition, Seller shall, in performing this Agreement, comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Section 9-1100) and the Mayor's Executive Order No. 04-86, as each may be amended from time to time and which, as applicable, prohibit, among other things, discrimination against individuals in employment, housing, and/or services in places of public accommodation because of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap (including, but not limited to, Human Immunodeficiency Virus infection), marital status, presence of children or source of income. In the event of any breach of this Section 1.1 (Non-Discrimination; Fair Practices), the City may, in addition to any other rights or remedies available under this Agreement, at law or in equity, suspend or terminate this Agreement forthwith.

2. **The Philadelphia Code, Chapter 17-400.** In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Seller agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Section 13.2 of the 1999 Agreement, as amended, and Section 13.3 of the 1999 Agreement, as amended, a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity. Seller agrees to cooperate with the Commission on Human Relations of the City in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Seller's failure to so cooperate shall constitute, without limiting the applicability of Section 13.2 of the 1999 Agreement, as amended, and Section 13.3 of the 1999 Agreement, as amended, a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

3. **Northern Ireland.**

(a) In accordance with Section 17-104 of The Philadelphia Code, Seller by execution of this Agreement certifies and represents that (1) Seller (including any parent company, subsidiary, exclusive distributor or company affiliated with Seller) does not have, and will not have at any time during the Term of this Agreement (including any extensions of the Term), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Seller has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Agreement, Seller agrees that it will not use any suppliers, subcontractors or subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless

said supplier, subconsultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

(c) Seller agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Seller expressly understands and agrees that any false certification or representation in connection with this Section 3 (Northern Ireland) and any failure to comply with the provisions of this Section 3 (Northern Ireland) shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, Seller understands that false certification or representation is subject to prosecution under 18 Pa. C.S. Section 4904.

Paragraphs (a) and (b) of this Section 3 do not apply if Seller has secured a waiver from the Director of Finance.

4. **Business, Corporate and Slavery Era Insurance Disclosure.**

(a) In accordance with Section 17-104 of The Philadelphia Code, Seller, after execution of this Agreement, will complete an affidavit certifying and representing that Seller (including any parent company, subsidiary, exclusive distributor or company affiliated with Seller) has searched any and all records of Seller or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. This paragraph does not apply if Seller has secured a waiver from the Director of Finance.

(b) Seller expressly understands and agrees that any false certification or representation in connection with this Section 4 and/or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Agreement will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa. C.S.A. Section 4904.

5. **Limited English Proficiency.** Seller understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Agreement on the basis of that limitation. As a condition of accepting and executing this Agreement, Seller shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia Executive Order No. 04-01, "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Seller, (b) to the benefits, services, activities and programs provided in connection with this Agreement, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Agreement are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Seller shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through Agreements with outside contractors.

6. **Philadelphia 21st Century Minimum Wage Standard.**

(a) If Seller is subject to Philadelphia Code Chapter 17-1300, as specified therein, Seller shall comply with the minimum benefits and compensation standards by providing its employees with an hourly wage, excluding benefits, at least one hundred fifty percent (150%) of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. Seller shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Seller shall notify each affected employee what wages are required to be paid.

(b) The Office of Labor Standards, as defined by Section 17-1302, may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code. City remedies for noncompliance of this section are set forth in Article XII herein. As it relates to minimum benefits, Chapter 17-1300 is effective July 1, 2009.

7. **Seller's Representations and Covenants Pursuant to Philadelphia Code Chapter 17-1400.** Seller makes, and will continue to update as needed throughout the term of this Agreement, the following representations and warranties, and will throughout the term of this Agreement comply with the following provisions:

(a) **Contributions.** In accordance with Section 17-1402 of The Philadelphia Code, Seller represents on behalf of itself and its Subcontractor(s) that no contribution(s) have been made and none shall be made during the term of the Contract by Seller, any Subcontractor, or any party from which a contribution can be attributed to the Seller or Subcontractor, that would render the Seller or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the City's option, and shall make the Seller liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Seller allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Subsection (Contributions), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Seller shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Subsection 4.1(k) (Contributions) and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

(1) Pursuant to the attribution rules of Section 17-1405, Seller shall, during the term of the Contract and for one year thereafter, disclose any contribution of money or in-kind assistance the Seller, Subcontractor or any Consultant has made during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.

a) Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the

Department of Records. The attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Seller or of a Consultant.

b) It shall not be a violation of Subsection Section 7(a)(1) if Seller fails to disclose a contribution made by a Consultant because the Seller was unable to obtain such information from the Consultant, provided the Seller demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

1) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the Contract, and before the Consultant communicated with a City department or office, official or employee on behalf of the Seller;

2) Including in such agreement a provision requiring the Consultant to provide the Seller in a timely manner with all information required to be disclosed under the provisions of Philadelphia Code Section 17-1400, and providing, in effect, that the agreement will be terminated by the Seller if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of the Seller as of the date of such termination;

3) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit the Seller to comply with the provisions of Philadelphia Code Section 17-1400; and

4) Invoking the termination provisions of the written agreement in a full and timely manner.

(2) The Seller shall, during the Term of the Contract and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked the Seller, any officer, director or management employee of the Seller, or any Person representing the Seller, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. The Seller shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.

a) Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after a request was made or a payment in response to a request was made, as the case may be.

b) The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Seller shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

(b) **Executive Order 02-04: Gifts.** Pursuant to Executive Order 02-04, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

A person seeking to obtain business from, or who has financial relations with the City;
A person whose operations or activities are regulated or inspected by any City agency;
A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
A person seeking legislative or administrative action by the City; or
A person whose interests may be substantially affected by the performance or nonperformance of

the official's or employee's official duties.

Seller understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 02-04, Seller shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation as more fully set forth in Executive Order 02-04. The terms and duration of such sanctions shall be pursuant to such rules as the Procurement Commissioner, with respect to contracts subject to competitive bidding, or the Director of Finance, with respect to all other contracts, shall develop.

(c) **Notice of Change.** If there is a material change in the foregoing representations made by Seller for itself or on behalf of any of its Subcontractors, or a circumstance occurs adversely affecting Seller's business integrity, Seller shall promptly notify Responsible Official of such changed circumstances.

8. **Sales and Use Tax.** The City is not subject to federal, state or local sales or use taxes or federal excise tax. Provider hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any materials, including any Materials, purchased or services, including any Services, rendered in connection with this Agreement and unless directed otherwise by the City, Provider shall not file a claim for any sales or use tax refund subject to this assignment. Provider authorizes the City, in its own name or the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.

9. **No Indebtedness to the City.** Seller represents, warrants, and covenants that Seller and any and all entities controlling Seller, under common control with Seller or controlled by Seller are not currently indebted to the City, and will not at any time prior to or as of the Closing be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts that are not Assumed Liabilities and for which no written agreement or payment plan satisfactory to the City has been established. Seller shall remain current under all such agreements and payment plans, and shall inform the City's Chief Technology Officer in writing of Seller's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) business days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Seller acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the termination of this Agreement prior to the Closing, or the withholding of payments otherwise due to Seller after Closing under this Agreement or any other agreement with the City under which the City may then owe payment of any kind, unless and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Agreement for default (in which case Seller shall be liable for all excess costs and other damages resulting from the termination), or both; provided, that the foregoing sentence shall not apply to any such indebtedness that is an Assumed Liability. Seller understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

10. **Federal Laws.** Seller shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. Section 794), the Age Discrimination Act of 1975, (42 U.S.C. Sections 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

11. **Americans With Disabilities Act.** Seller understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from providing Services or Materials under this Agreement. By executing and delivering this Agreement, Seller covenants to comply with all provisions of the Americans With Disabilities Act (the "ADA"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Seller; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Agreement; (c) to the City, or the Commonwealth of Pennsylvania; (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth; and (e) if any funds under this Agreement are provided by the federal government, which are applicable to the federal government and its funds, benefits, services, activities, facilities and programs applicable to this Agreement. Without limiting the applicability of the preceding sentence, Seller shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

EXHIBIT G

SELLER'S CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2010

PRODUCER	(610) 374-4040
The Loomis Company - PCW P O Box 7011 850 N Park Road Wyomissing, PA 19610-6011	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	Network Acquisition Company, LLC c/o BCP, Inc. 610 Old Clariton Road Pittsburgh, PA 15236-4353

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Fire & Marine	
INSURER B: Travelers Property Casualty Company of A	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐	TE06402239	6/12/2009	6/12/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	TE06402239	6/12/2009	6/12/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY. AGG	$ $ $
A		**EXCESS/UMBRELLA LIABILITY** X OCCUR ☐ CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	TE06402239	6/12/2009	6/12/2010	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000 $ $ $
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HJ-UB-4241M91-7-09	6/12/2009	6/12/2010	WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Philadelphia, PAID, PIDC and WP, and their respective officers, directors and employees are included as additional insureds when required by written contract but only with respect to liability covered per the policy for the named insured's ongoing operations, its work or in connection with the premises owned by or rented to it.

CERTIFICATE HOLDER	CANCELLATION
City of Philadelphia Attn: Michael C Athay Chief Deputy City Solicitor, Commercial Law Unit 1515 Arch Street, 17th Floor Philadelphia, PA 19102-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT C

STANDARD CITY CONTRACT PROVISIONS

STANDARD CITY CONTRACT PROVISIONS

1.   Audit of Affairs. During the term of this Agreement, the City Controller shall have the right to audit the affairs of PAID to the extent required under Section 6-400 of the Home Rule Charter. In order to facilitate such an audit, upon prior reasonable notice, PAID must provide the Controller with reasonable access to PAID's books and financial records.

2. Nondiscrimination.

        (a)   Pursuant to this Agreement, PAID shall not discriminate nor permit discrimination against any person because of race, color, sex, sexual orientation, religion, national origin or ancestry. In the event of such discrimination, the City may terminate this Agreement forthwith or exercise any other remedy provided to the City in this Agreement or at law or in equity. The foregoing shall not be construed to limit or restrict the City's right to terminate this Agreement as set forth in other sections of this Agreement.

        (b)   PAID agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, or privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

        (c)   PAID agrees to include subparagraph (a) of this Section, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Agreement.

        (c)   PAID further agrees to cooperate with the Commission on Human Relations in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code.

3. MacBride Principles.

        (a)   PAID, by execution of this Agreement, certifies and represents that (i) PAID (including any parent company, subsidiary, exclusive distributor or company affiliated with PAID) does not have, and will not have at any time during the term of this Agreement (including any extensions or renewals thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product or service to be provided to the City under this Agreement will originate in Northern Ireland, unless PAID has implemented the fair employment principles embodied in the MacBride Principles.

        (b)   In the performance of this Agreement, PAID agrees that it will not utilize any suppliers, subcontractors or sublicensees at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises,

management agreements or operations in Northern Ireland, or (ii) who will provide products originating in Northern Ireland unless said supplier, sublicensee or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. PAID further agrees to include the provisions of this Section with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of this Agreement.

(c)   PAID agrees to cooperate with the City's Director of Finance in any manner which the said Director of Finance deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. PAID expressly understands and agrees that any false certification or representation in connection with this Section or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available at law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S.A. Section 4904.

4.   Certification of Non-Indebtedness.

(a)   PAID hereby certifies and represents that PAID and PAID's parent company(ies) and subsidiary(ies), affiliate(s), if any, are not currently indebted to the City of Philadelphia, and will not during the term of this Agreement be indebted to the City of Philadelphia, for or on account of any delinquent taxes (including, but not limited, to taxes collected by the City of Philadelphia on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City of Philadelphia has been established.

(b)   PAID shall require any contractors and subcontractors to PAID (except the City) performing repairs and/or alterations on the Premises or in connection with this Agreement, the Tower Leases, or the Assigned Contracts, to be bound by the following provision and PAID shall cooperate in exercising the rights and remedies described below or otherwise available at law or in equity:

"Contractor (`Contractor') or Subcontractor (`Subcontractor') hereby certifies and represents that Contractor or Subcontractor, and Contractor or Subcontractor's parent company(ies) and their subsidiary(ies), are not currently indebted to The City of Philadelphia (the "City"), and will not at any time during the term of this Agreement be indebted to the City of Philadelphia, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City of Philadelphia on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City of Philadelphia has been established."

(c)   Any breach or failure to conform to the aforesaid certifications shall constitute a default by PAID and entitle the City to exercise any rights or remedies available to it under this Agreement, and at law and in equity.

5.   Fair Practices. PAID agrees, in performing its obligations pursuant to this Agreement, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, *inter alia*, discrimination against persons with ADDS in employment and services.

6.   Business Corporate and Slavery Era Insurance Disclosure. PAID, after execution of this Agreement, will complete an affidavit certifying and representing that PAID (including any parent company, subsidiary, exclusive distributor or company affiliated with PAID) has searched any and all records of PAID or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. PAID expressly understands and agrees that any false certification or representation in connection with this Section or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Agreement will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S. Section 4904.