

CONSTRUCTION CONTRACT
Contract Number – 906
Contract Date – August 4, 2009
(To be executed by the parties within 30 days of August 4, 2009)
Contract expiration date – January 31, 2011

THIS AGREEMENT is made and entered into on the 7 day of August, 2009, by and between GNJ CONSTRUCTION, LLC, an Ohio limited liability company (the “Contractor”) and ONE COMMUNITY, an Ohio non-profit corporation (the “Customer”) and the UNITED STATES FEDERAL COMMUNICATIONS COMMISSION (“FCC”).

WHEREAS, the Customer and the FCC are desirous of having a fiber optic system connect a number of hospitals in approximately 22 counties in the State of Ohio for inner-hospital communication purposes; and

WHEREAS, the Customer has placed said construction project for bid and considered a number of proposals; and

WHEREAS, the Customer and the FCC have selected the Contractor from the bids submitted to perform said construction project.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements and consideration herein set forth, the parties agree as follows:

SECTION 1
SCOPE OF WORK

The scope of work under this Agreement shall consist of the construction of a fiber optic system, not to exceed 531 miles that connects 19 hospitals in 22 counties in the State of Ohio, known as the NEO RHIO PROJECT (hereinafter the “Work”), as is further described and set forth in the project scope of work attached as Exhibit “A” (the “Specifications”).

SECTION 2
PERFORMANCE OF THE WORK

Contractor shall furnish all labor, tools and equipment to complete the Work in accordance with the Specifications. All labor and materials shall substantially comply with the terms of the Specifications. In the event however that the Contractor is unable to obtain the exact materials described in the Specifications, through no fault of the Contractor, the Contractor shall have the right and option to substitute materials of similar pattern, design and quality. The Work shall be completed in a proper, timely and workmanlike manner. At the completion of each section of the Work, the Contractor shall remove all waste and debris and restore the construction site substantially to its pre-

existing condition. The Customer shall have the right to inspect the performance of the Work during the term of this Contract.

SECTION 3
PERMITS

The Customer shall obtain and pay for all permits, licenses, clearances and other documents or processes required for the performance of the Work.

SECTION 4
WARRANTY

The Contractor hereby warrants the Work against any defects due to faulty materials or workmanship which are reported to the Contractor during the term of this Contract or within a period of one year after the completion thereof. The Contractor's liability hereunder shall be limited to the cost of the repair or replacement of any such defect.

SECTION 5
CONTRACT PRICE

The Customer and the FCC agree to pay the Contractor for performance of the Work contemplated in this Agreement pursuant to the Specifications (the "Contract Price)." The Contract Price shall be payable as follows:

1. The Contractor shall submit monthly invoices to the Customer setting forth labor, material and equipment expenses incurred by the Contractor for each month during the term of this Agreement. Invoices shall be submitted by the Contractor on the first working day of each month. Said invoices shall be paid by the Customer within 15 days of the invoice date (as is further specified in Section 13). Any invoices not timely paid shall bear interest at a rate of 1.5% per month, until paid in full.
2. If payment for any given invoice is not received by the Contractor within 30 days from the invoice date, the Contractor may discontinue the Work under this Contract until such time as full payment is made.
3. Should the Work under this Contract be stopped or suspended by any public authority, by order of Court or by non-payment for a period of thirty (30) days or more, then the Contractor upon providing seven (7) days' notice to the Customer may stop the Work and terminate this Contract. Under such circumstances, the Contractor may recover from the Customer and FCC, payment for all Work performed.

4. At the completion of the Work, the balance of the Contract Price shall be paid in full to the Contractor for work completed. In the event that the balance of the Contract Price is not paid in full for work completed at the completion of the Work contemplated hereunder, the balance owed shall bear interest at a rate of 1.5% per month, until paid in full.

SECTION 6 **QUALIFICATIONS**

Contractor represents and warrants to Customer that it is knowledgeable and experienced in the type of fiber networking construction, telephone, cable television, premise wiring and maintenance construction work to be performed by Contractor pursuant to this Agreement. It shall be the sole responsibility of Contractor to acquaint itself with the Customer's particular Specifications of the various types of work or job functions to be performed by Contractor and to undergo orientation and/or training at its sole expense. Contractor may be required to complete and pass certain verbal and/or written examinations before Customer issues any work orders.

SECTION 7 **PERFORMANCE**

- A. Contractor reserves the right and option to sub-contract any of the Work provided for in this Contract, as a Contractor may deem appropriate or desirable in Contractor's sole discretion.
- B. At all times during the term of this Agreement, the Contractor shall employ an adequately trained and competent supervisor to oversee and manage the Contractor's performance of the Work. The selection of the supervisor shall be subject to approval by the Customer.
- C. All Work shall be performed in accordance with the Specifications and no alterations shall be made therein, except upon the request of the Customer and by the agreement of the Contractor. Additional sums due by reason of alterations or change orders shall be paid to the Contractor pursuant to the terms of this Agreement.
- D. Should conditions be encountered below the surface of the ground which are at variance with the conditions either set forth in the Specifications or which could not reasonably be anticipated by the parties, and if additional costs or expenses are incurred by the Contractor, the Contract Price shall be adjusted for such additional labor, material and equipment costs and shall be paid to the Contractor in accordance with the terms of this Agreement. Such conditions shall include but not be limited to underground placement in areas of rock or other minerals by

which the Contractor incurs additional expense in performing the Work contemplated herein.

- E. Contractor hereby acknowledges that the conduct and appearance of its personnel on the job reflects not only upon the Contractor but also upon the Customer and Contractor hereby agrees to ensure that its personnel, including all independent contractors hired by the Contractor, shall conduct themselves in accordance with proper standards of conduct, professionalism and appearance in performance of the Work and in dealing with the Customer's subscribers, potential subscribers, employees, agents and other personnel.

SECTION 8 **SAFETY**

Contractor shall observe and comply with all applicable federal, state and local safety rules and regulations including, without limitation, the Occupational Safety and Health Act ("OSHA"). All construction equipment utilized by the Contractor in its performance of the Work ("Equipment") shall (1) be operated only by licensed operators, and (2) shall meet standards as specified from time to time in writing by Contractor or the Customer, including without limitation, the following:

1. Equipment shall be of a type customarily used in the cable or telecommunications industry for the Work to be performed.
2. Equipment shall meet all applicable federal, state and local motor vehicles laws, including, without limitation, all statutes, regulations, rules, code and ordinances.
3. Equipment shall be equipped with standard OSHA required safety devices including without limitation the following:
 - a. Four (4) fluorescent orange safety cones of at least thirty inches high.
 - b. One approved fire extinguisher.
 - c. One approved first aid kit and one approved safety flare or reflector kit.
4. Equipment shall be clearly identified as being operated by the Subcontractor by signs or lettering on both front side door panels and other mutually acceptable locations on the equipment. Magnetic or other temporary signs may be used if previously approved by the Contractor and the Customer.
5. The Customer shall have the right to inspect all Equipment utilized by the Contractor in performance of the Work contemplated herein.

SECTION 9
INSURANCE

- A. During the term of this Contract, Contractor shall maintain workers compensation coverage on all of its employees, in accordance with Ohio law.
- B. During the term of this Contract, the Contractor shall maintain a policy of general liability insurance with limits of not less than One million dollars (\$1,000,000) per occurrence, to cover any bodily injury or property damage incurred in performing the Work in accordance with this Contract.
- C. Contractor shall further maintain an automotive liability policy on all vehicles utilized by the Contractor in performance of this Contract with minimum liability limits of One million dollars (\$1,000,000) per occurrence so as to cover any bodily injury or property damage incurred during the performance of the Contract.
- D. Contractor shall further maintain an umbrella policy providing liability limits of Three million dollars (\$3,000,000) to cover any liability incurred for property damage or bodily injury in performance of this Contract.

All policies of insurance referred to in this Section shall name the Customer as an additional insured and shall be issued by an insurance company acceptable to the Customer. Such policies shall further agree to provide the Customer with notice of cancellation by reason of non-payment. Contractor shall provide the Customer with a copy of the policy or certificate of insurance for all such policies required under this Section, before commencement of the Work under the Contract.

SECTION 10
STATUS OF CONTRACTOR

Contractor shall be considered an independent Contractor of the Customer and not an employee, agent, joint venturer or partner of the Customer. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Customer and Contractor.

SECTION 11
TERM

Subject to the provisions of Section 12, this Agreement shall continue until all Work contemplated herein has been completed by the Contractor in accordance with any time frames contained in the Specifications. Should the performance of Work under this Contract be delayed by any cause not due to the Contractor's fault such as general labor strike, lock out in the building trade, sickness or death of the Contractor or employee, inclement weather, fire or other accidental hazard, by the inability to obtain the materials or labor due to circumstances beyond the control of the Contractor or by any act of God or public authority, any such delay or delays shall cause a corresponding extension of the time under this Contract for the completion of the Work contemplated herein.

SECTION 12
TERMINATION

This Agreement may be terminated by either party for a material breach of any of the terms contained in this Contract by giving written notice to the party in default or breach of this Agreement. Upon receipt of such written notice of termination, the breaching party shall have fifteen (15) days to correct or remedy any such breach. If such material breach is not corrected within said fifteen (15) day period, the Contract shall be terminated.

SECTION 13
PAYMENT BY THE FCC

The parties hereby acknowledge that payment of the Contract Price shall be made in the following proportion: The Customer shall pay 15% of the Contract Price to the Contractor in accordance with the terms set forth herein. The balance of the Contract Price consisting of 85%, shall be paid by the FCC in accordance with the terms contained in Section 5 of this Contract.

SECTION 14
MISCELLANEOUS

- A. This Agreement constitutes the entire understanding of the parties and supersedes any previous written or verbal agreement and may not be changed or amended except by another instrument in writing signed by both parties.
- B. This Agreement shall be construed and governed in accordance with the laws of the State of Ohio.

- C. Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given (1) when physically delivered to any party under this Agreement; (2) when received by certified or registered mail, return receipt requested or (3) when received by a nationally known commercial courier service (such as Federal Express, addressed to the parties at their respective addresses).
- D. All notices required or to be given under this Agreement shall be provided as follows:

As to the Contractor: GNJ Construction, LLC at the following address:

George Ailing
10777 Julie St
Alliance, OH 44601

With a Copy to:

David B. Spalding, Esq. 157 Wilbur Drive, N.E.
North Canton, Ohio 44720

As to the Customer: ONE COMMUNITY
800 West St. Clair Avenue, 2nd floor
Cleveland, Ohio 44113
c/o Mark Ansboury

- E. Any condition or notice provided under this Agreement may be waived by any party hereto, providing that such waiver is in writing.
- F. As used herein, the term "Effective Date" shall mean the date on which this Contract has been executed by the parties or the latter of the parties to sign the Contract.
- G. This Agreement shall not be assigned without written consent of all parties.

- H. The parties hereto agree to be bound by all terms and conditions hereof and in accordance with all applicable local, state and federal ordinances and statutes. Further, this Agreement shall be binding upon the heirs, executors, employees, agents, contractors, officers, employees and directors of the parties.
- I. This Agreement shall not be assigned without the written consent of all parties.
- J. This Contract is subject to and contingent upon the Contractor receiving suitable payment terms from the Federal Communications Commission, which terms shall be in accordance with the provisions for payment contained in this Agreement and the Specifications.

IN WITNESS WHEREOF, the parties have set their signatures on the date first above Written.

Signed in the presence of:

Beth A Strong
Michelle M. Foltz

CONTRACTOR:
 GNJ CONSTRUCTION, LLC

By George B. Coking
 Title: Owner

CUSTOMER
 ONE COMMUNITY

By Michael G. King
 Title: CEO

Scott M. Kowale
 CEO

NEO RHIO PROJECT/ ALL ZONES UNDERGROUND		Unit	Rate	COST
1. TRENCH/PLOW 18"TO24"	FT	\$2.90	220 Miles	\$3,368,640
2. BORING 2"	FT	\$3.80	94Miles	\$1,886,016
3. PULL FIBER/CABLE(New Conduit)	FT	\$0.60	314 Miles	\$994,752
4. LARGE VAULT PLACEMENT	EA	\$150.00	290	\$43,500
AERIAL EXTENSIONS & REPAIRS				
1. STRAND PLACEMENT	FT	\$0.59	217 Miles	\$675,998
2. FIBER PLACEMENT	FT	\$0.68	217 Miles	\$779,116
3. U-GUARD PLACEMENT	EA	\$45.00	280	\$12,600
FIBER SPLICING				
1. FUSION SPLICING	EA	\$22.00	3720	\$81,840
2.STORAGE/ PREP WORK	EA	\$80.00	155	\$12,400
ENGINEERING & DESIGN				
1. SYSTEM WALKOUT-AERIAL PLANT	MI	\$425.00	217 Miles	\$92,225
2. SYSTEM WALKOUT-UG PLANT	MI	\$425.00	314 Miles	\$133,450
INTERNAL/INTERIOR FIBER				
1. LATERALS	EA	\$9000.00	18	\$162,000
CONSTRUCTION SUPERVISION	EA	20,000.00	10	\$200,000
MATERIALS				\$665,447
TOTAL PROJECT COST				\$9,107,984.00

NEO RHIO PROJECT- HEALTHNET

GNJ CONSTRUCTION LLC

Project Scope of Work

PHASE 1

STRAND MAPPING/ DESIGN

Strand Mapping Design to be the first objective for the building process of this project. The objective is to start in all 3 regions (Eastern, Southern, Western).

Eastern ZONE -Leaving Conneaut, Ohio on Furnace Road South to Bushnell Rd. West to County Rd. 411 (Middle Rd.) South follow Rt. 411 South to Township Rd. 345 West. On Twp 345 West to County Rd. 342 South (Middle Rd) to State Rt. 6 East into North Richmond.

In North Richmond follow State Rt. 7 South to County Road 12 (Footville Richmond Rd.) East to Route 193 South to Route 182 East. Follow Route 182 East to County Rd. 27 South to Township Rd. 577 East. Follow Route 577 Knowlton Rd. North to County Rd. 166. These Routes will go around rock creek. On Route 166 East Follow it to State Route 45 North up to Glenbeigh Health Sources on State Rt. 45.

After passing Glenbeigh Health Sources follow Rt. 45 North to County Rd. 307 East, follow Rt. 307 East to Walter Main Rd. North up to State Rt 20 East. Follow Rt. 20 to pass UHHS Brown Memorial Hospital. Once past the hospital and connecting back to the start of this ring on Furnace Rd. South.

Western Zone – Starting at Avon Belden Rd in North Ridgeville, Ohio heading into the City of Elyria, Ohio. From the Western section of Elyria on County Rd. 57 to Rt. 51 North to Rt. 113 West. From there to Rt. 58 North to Rt. 13 west to State Rt. 250 into the beginning of Sandusky, Ohio. That will lead us to Firelands Hospital and through the City leaving on Hayes St. Going to West Perkins Ave to Old Railroad Rd. South Heading to Rt. 20 West. From there to Rt. 269 South to Rt. 101 west to Rt. 247 West to Whitmore to Rt. 232 South to Rt. 241 West to Rt. 204 south to Beeler Rd. West to Rt. 198 South to Rt. 221 (E. Cole Rd.) to City edge of Ballville, Ohio.

From there to Freemont, Ohio on Rt. 530 past memorial Hospital. We then would continue South on Taft to Buckland South out of Freemont, Ohio. on Rt. 132 south to Rt. 12 South into Fostoria, Ohio. from Fostoria, Ohio to the City of Tiffin. From Township Rd. 21 South to Township Rd. 112 west. From there on State Rt. 101 to Rt. 177 North to Rt. 20 into Bellvue, Ohio From Rt. 20 to County Rd. 30 South. From 30 South to Township Rd. 78 into Willard , Ohio From Willard, Ohio on Rt. 103 East t Rt. 45 North to Rt. 162 east to County Rd. 150 North to Norwalk, Ohio. continuing onto Rt. 250 South to Rt. 13 South to State Rt. 162 into New London, Ohio continuing from there to Rt. 60 South to Ashland, Ohio. Once into Ashland, Ohio the Western Fiber Ring would end and the Southern Fiber Ring will continue.

Southern Zone- Out of the City of Ashland, Ohio on Cleveland Ave North to Lodi, Ohio from Rt. 83 East to County Rd. 97 East to County Rd. 6 South into Wooster, Ohio. Leaving Wooster, Ohio on County Rd 176 South to State Rd. 83 South continuing South through Holmesville into Millersburg, Ohio leaving Millersburg on Rt. 62/83 South to County Rd 83 into Coshocton, Ohio Leaving Coshocton, Ohio on County Rd, 16 East through West Lafayette, County 16 turns into County Rd 9. Continuing on Rt. 9 East into Newcomers Town from there to Rt. 36 East into Uhrichsville/ Dennison leaving Uhrichsville/ Dennison on County Rd. 64 North into New Philadelphia, Ohio continuing North into Strasburg onto Township Rd. 421 into Canton, Ohio leaving Canton, Ohio on Wooster St West to County Rd 7 into Orrville, Ohio from there heading West on Rt. 7 to 47 North up to County Rd. 23 back into the City of Wooster.

Once this process is started all information will be turned in on a weekly basis to One Community for the planning, permitting and construction to begin. The scope of the strand mapping shall be completed in 50 Days.

PHASE 2 UNDERGROUND CONSTRUCTION

This will be the first step of construction. After given the ok from One Community of Getting necessary permits, construction will begin. Following the Routes explained in the section above under strand mapping, will be the same routes used for the Underground construction. We will be Either placing 1-1/4" to 2" conduit and placing 17x24x30 pull vaults.

We plan to have a minimum of 5 crews in the Eastern Region 3 to 4 in the Western Region and 3 to 4 in the Southern region. Our goal is to try to complete 1 mile per day per Region. Being that the Eastern Region is the smallest we plan to complete that first. Once complete all crews will move to the Western Region, and when this is completed to the Southern Region. We would also be responsible for calling oups (OHIO UTILITIES PROTECTION SERVICES) to get all utilities that are underground located. Once we contact them we have to wait up to 48 hours until construction can get started. That gives us the time also to manage the areas where we'll be working.

PHASE 3 AERIAL CONSTRUCTION

Aerial Construction for all 3 zones will begin as pole permits are given to us. Under these circumstances GNJ Construction LLC will not be responsible if deadlines are not met due to not receiving pole permits in a timely manner. For Example: If we would have 20 miles in hand at one time, we would be looking at a 2-3 week time frame for completion. That would be 4 crews at 5 miles per crew.

PHASE 4

FIBER PULL

As underground construction is being completed we will start the process of pulling the Fiber through the conduit. As segments are being completed between splice points the fiber placement will begin. For Example: If there is 15,000' of conduit that is placed from one Pole to another Pole, fiber placement will begin in that section. We would call this a point to point. As all point to points are completed we will begin the placement of Fiber. Average time for construction would be for 1 mile per day per crew.

PHASE 5

FIBER SPLICING

All Fiber Splicing will occur as splice points are ready. For Example: Say from Wooster Hospital to next splice point. As soon as both fiber tails are in place, we will splice that location. Along with all fiber tails that come together. 1 crew could complete 3 locations per day.

PHASE 6

LATERALS- FIBER TO INSIDE OF HOSPITALS

Gaining all contact information to all hospitals, and calling contact person for scheduling a walk through in a timely manner. As soon as walk-outs are complete, scheduling will be set for construction. Longest timeframe to complete most sites would be 30 days.

Exhibit A – Healthcare Distribution Costs

Ashtabula County Medical Center	\$ 240,454.03
Coshocton County Memorial Hospital	\$ 957,143.07
East Liverpool City Hospital	\$ 122,889.17
Firelands Regional Medical Center	\$ 1,106,240.50
Fisher Titus Medical Center	\$ 414,668.95
Glenbeigh Hospital of Rockcreek	\$ 334,266.04
H. B. Magruder Memorial Hospital	\$ 459,284.97
Jefferson Healthcare Center	\$ 418,209.91
Memorial Hospital	\$ 329,686.06
Samaritan Regional Health System	\$ 430,603.25
The Bellevue Hospital	\$ 237,621.27
Twin City Hospital	\$ 747,518.61
UHHS Conneaut Medical Center	\$ 375,010.27
UHHS Geneva Medical Center	\$ 240,454.03
Union Hospital	\$ 336,059.78
Wooster Community Hospital	\$ 574,011.87
Total	\$ 7,324,121.77

Appendix B – Invoicing Reporting Distribution by Invoice Period

Invoice Period 1

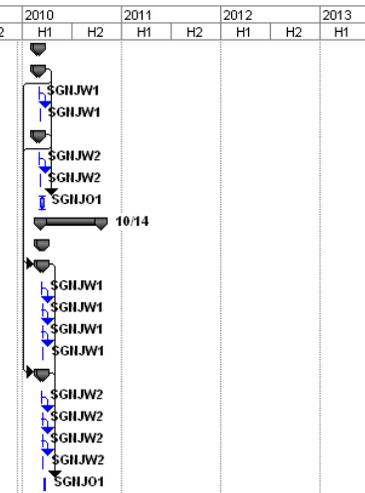
ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11							
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11	1/26						
3	Eastern Zone	\$0.00			1/4/10	8/9/10	8/9						
4	Segment E-1 (Ashtabula-Conneaut)	\$0.00	Conneaut	15	1/4/10	4/1/10	4/1						
5	Conduct site walkout	\$0.00			1/4/10	1/6/10							
6	Aerial	\$0.00			1/4/10	1/6/10							
7	Obtain pole information	\$0.00			1/4/10	1/4/10	EGIJW1						
8	Gather pole birthmark (if available)	\$0.00			1/4/10	1/5/10	EGIJW1						
9	Obtain utility name who owns each pole	\$0.00			1/5/10	1/5/10	EGIJW1						
10	Measure individual utilities on poles	\$0.00			1/5/10	1/6/10	EGIJW1						
11	Underground	\$0.00			1/4/10	1/6/10							
12	Identify underground locations	\$0.00			1/4/10	1/4/10	EGIJW2						
13	Identify riser poles	\$0.00			1/4/10	1/5/10	EGIJW2						
14	Location of pull vaults	\$0.00			1/5/10	1/5/10	EGIJW2						
15	Gather information on construction obstacles	\$0.00			1/5/10	1/6/10	EGIJW2						
16	Summarize walkout information and enter into CAD dra	\$0.00			1/6/10	1/12/10	EGIJ01						
50	Segment E-2 (Geneva-Ashtabula)	\$0.00	Ashtabula & Geneva	14	1/11/10	5/5/10	5/5						
51	Conduct site walkout	\$0.00			1/11/10	1/19/10							
52	Aerial	\$0.00			1/11/10	1/14/10							
53	Obtain pole information	\$0.00			1/11/10	1/12/10	EGIJW1						
54	Gather pole birthmark (if available)	\$0.00			1/12/10	1/13/10	EGIJW1						
55	Obtain utility name who owns each pole	\$0.00			1/13/10	1/14/10	EGIJW1						
56	Measure individual utilities on poles	\$0.00			1/14/10	1/14/10	EGIJW1						
57	Underground	\$0.00			1/14/10	1/19/10							
58	Identify underground locations	\$0.00			1/14/10	1/14/10	EGIJW1						
59	Identify riser poles	\$0.00			1/18/10	1/18/10	EGIJW1						
60	Location of pull vaults	\$0.00			1/18/10	1/19/10	EGIJW1						
61	Gather information on construction obstacles	\$0.00			1/19/10	1/19/10	EGIJW1						
62	Summarize walkout information and enter into CAD dra	\$0.00			1/19/10	1/25/10	EGIJ01						
96	Segment E-3 (Rockcreek-Geneva)	\$0.00	Glenbeigh	19	1/19/10	6/24/10	6/24						

Invoice Period 2

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H1
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11							
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11							
3	Eastern Zone	\$0.00			1/4/10	8/9/10							
96	Segment E-3 (Rockcreek-Geneva)	\$0.00	Glenbeigh	19	1/19/10	6/24/10							
97	Conduct site walkout	\$0.00			1/19/10	2/1/10							
98	Aerial	\$0.00			1/19/10	2/1/10							
102	Measure individual utilities on poles	\$0.00			2/1/10	2/1/10							
103	Underground	\$0.00			1/25/10	2/1/10							
107	Gather information on construction obstacles	\$0.00			1/28/10	2/1/10							
108	Summarize walkout information and enter into CAD drc	\$0.00			2/1/10	2/8/10							
142	Segment E-4 (RockCreek-Jefferson)	\$0.00	Jefferson	18	2/3/10	8/9/10							
143	Conduct site walkout	\$0.00			2/3/10	2/10/10							
144	Aerial	\$0.00			2/4/10	2/10/10							
145	Obtain pole information	\$0.00			2/4/10	2/8/10							
146	Gather pole birthmark (if available)	\$0.00			2/8/10	2/9/10							
147	Obtain utility name who owns each pole	\$0.00			2/9/10	2/9/10							
148	Measure individual utilities on poles	\$0.00			2/9/10	2/10/10							
149	Underground	\$0.00			2/3/10	2/9/10							
150	Identify underground locations	\$0.00			2/3/10	2/4/10							
151	Identify riser poles	\$0.00			2/4/10	2/8/10							
152	Location of pull vaults	\$0.00			2/8/10	2/8/10							
153	Gather information on construction obstacles	\$0.00			2/8/10	2/9/10							
154	Summarize walkout information and enter into CAD drc	\$0.00			2/10/10	2/17/10							
188	Western Zone	\$0.00			1/4/10	12/6/10							
189	Segment W-1 (Elyria-Sandusky)	\$0.00	Firelands	51	1/4/10	9/10/10							
201	Summarize walkout information and enter into CAD drc	\$0.00			1/18/10	2/4/10							
235	Segment W-2 (Sandusky-Clyde)	\$0.00		33	1/20/10	11/4/10							
236	Conduct site walkout	\$0.00			1/20/10	2/1/10							
237	Aerial	\$0.00			1/20/10	2/1/10							
241	Measure individual utilities on poles	\$0.00			1/28/10	2/1/10							
242	Underground	\$0.00			1/20/10	2/1/10							
246	Gather information on construction obstacles	\$0.00			1/28/10	2/1/10							
247	Summarize walkout information and enter into CAD drc	\$0.00			2/4/10	2/17/10							
281	Segment W-3 (Clyde - Fremont)	\$0.00	Memorial	12	2/3/10	12/6/10							
282	Conduct site walkout	\$0.00			2/3/10	2/8/10							
283	Aerial	\$0.00			2/3/10	2/8/10							
284	Obtain pole information	\$0.00			2/3/10	2/4/10							
285	Gather pole birthmark (if available)	\$0.00			2/4/10	2/4/10							
286	Obtain utility name who owns each pole	\$0.00			2/4/10	2/8/10							
287	Measure individual utilities on poles	\$0.00			2/8/10	2/8/10							
288	Underground	\$0.00			2/3/10	2/8/10							
289	Identify underground locations	\$0.00			2/3/10	2/4/10							
290	Identify riser poles	\$0.00			2/4/10	2/4/10							
291	Location of pull vaults	\$0.00			2/4/10	2/8/10							
292	Gather information on construction obstacles	\$0.00			2/8/10	2/8/10							
327	Segment W-4 (Fremont-Port Clinton)	\$0.00	Magruder	20	2/10/10	7/20/10							
328	Conduct site walkout	\$0.00			2/10/10	2/17/10							
329	Aerial	\$0.00			2/10/10	2/17/10							
330	Obtain pole information	\$0.00			2/10/10	2/11/10							
331	Gather pole birthmark (if available)	\$0.00			2/11/10	2/15/10							
332	Obtain utility name who owns each pole	\$0.00			2/15/10	2/16/10							
333	Measure individual utilities on poles	\$0.00			2/16/10	2/17/10							
334	Underground	\$0.00			2/10/10	2/17/10							
335	Identify underground locations	\$0.00			2/10/10	2/11/10							
336	Identify riser poles	\$0.00			2/11/10	2/15/10							
337	Location of pull vaults	\$0.00			2/15/10	2/16/10							
338	Gather information on construction obstacles	\$0.00			2/16/10	2/17/10							
373	Segment W-5 (Clyde-Belleuve)	\$0.00	Bellevue	7	2/22/10	8/3/10							
374	Conduct site walkout	\$0.00			2/22/10	2/23/10							
375	Aerial	\$0.00			2/22/10	2/23/10							
376	Obtain pole information	\$0.00			2/22/10	2/22/10							
377	Gather pole birthmark (if available)	\$0.00			2/22/10	2/22/10							
378	Obtain utility name who owns each pole	\$0.00			2/22/10	2/23/10							
379	Measure individual utilities on poles	\$0.00			2/23/10	2/23/10							
380	Underground	\$0.00			2/22/10	2/23/10							
381	Identify underground locations	\$0.00			2/22/10	2/22/10							
382	Identify riser poles	\$0.00			2/22/10	2/22/10							
383	Location of pull vaults	\$0.00			2/22/10	2/23/10							
384	Gather information on construction obstacles	\$0.00			2/23/10	2/23/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11							
604	Segment S-2 (Wooster-Coshocton)	\$0.00	Coshocton	49	1/13/10	10/29/10							
616	Summarize walkout information and enter into CAD drc	\$0.00			1/27/10	2/15/10							
650	Segment S-3 (Coshocton - Denison)	\$0.00	Twin City	37	2/1/10	12/7/10							
651	Conduct site walkout	\$0.00			2/1/10	2/11/10							
652	Aerial	\$0.00			2/1/10	2/11/10							
653	Obtain pole information	\$0.00			2/1/10	2/3/10							
654	Gather pole birthmark (if available)	\$0.00			2/3/10	2/4/10							
655	Obtain utility name who owns each pole	\$0.00			2/4/10	2/9/10							
656	Measure individual utilities on poles	\$0.00			2/9/10	2/11/10							
657	Underground	\$0.00			2/1/10	2/11/10							
658	Identify underground locations	\$0.00			2/1/10	2/3/10							
659	Identify riser poles	\$0.00			2/3/10	2/4/10							
660	Location of pull vaults	\$0.00			2/4/10	2/9/10							
661	Gather information on construction obstacles	\$0.00			2/9/10	2/11/10							
662	Summarize walkout information and enter into CAD drc	\$0.00			2/15/10	2/25/10							
696	Segment S-4 (Denison - New Philadelphia)	\$0.00	Union	13	2/16/10	1/5/11							
697	Conduct site walkout	\$0.00			2/16/10	2/18/10							
698	Aerial	\$0.00			2/16/10	2/18/10							
699	Obtain pole information	\$0.00			2/16/10	2/16/10							
700	Gather pole birthmark (if available)	\$0.00			2/16/10	2/17/10							
701	Obtain utility name who owns each pole	\$0.00			2/17/10	2/17/10							
702	Measure individual utilities on poles	\$0.00			2/17/10	2/18/10							
703	Underground	\$0.00			2/16/10	2/18/10							
704	Identify underground locations	\$0.00			2/16/10	2/16/10							
705	Identify riser poles	\$0.00			2/16/10	2/17/10							
706	Location of pull vaults	\$0.00			2/17/10	2/17/10							
707	Gather information on construction obstacles	\$0.00			2/17/10	2/18/10							
742	Segment S-5 (New Philadelphia - Canton)	\$0.00		28	2/23/10	8/26/10							
743	Conduct site walkout	\$0.00			2/23/10	3/3/10							
744	Aerial	\$0.00			2/23/10	3/3/10							
745	Obtain pole information	\$0.00			2/23/10	2/24/10							
746	Gather pole birthmark (if available)	\$0.00			2/24/10	2/25/10							
749	Underground	\$0.00			2/23/10	3/3/10							
750	Identify underground locations	\$0.00			2/23/10	2/24/10							
751	Identify riser poles	\$0.00			2/24/10	2/25/10							

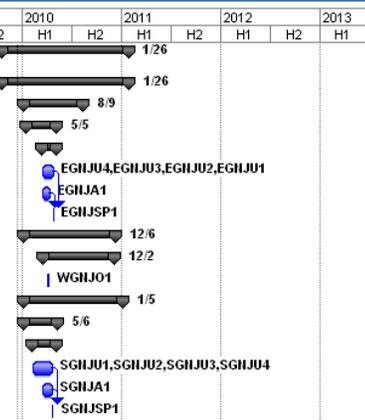
Invoice Period 3

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
743	Conduct site walkout	\$0.00			2/23/10	3/3/10							
744	Aerial	\$0.00			2/23/10	3/3/10							
747	Obtain utility name who owns each pole	\$0.00			2/25/10	3/1/10							
748	Measure individual utilities on poles	\$0.00			3/1/10	3/3/10							
749	Underground	\$0.00			2/23/10	3/3/10							
752	Location of pull vaults	\$0.00			2/25/10	3/1/10							
753	Gather information on construction obstacles	\$0.00			3/1/10	3/3/10							
754	Summarize walkout information and enter into CAD dra	\$0.00			3/3/10	3/15/10							
788	Segment S-6 (Ashland-Wooster)	\$0.00	Wooster Community	27	3/8/10	10/14/10							
789	Conduct site walkout	\$0.00			3/8/10	3/15/10							
790	Aerial	\$0.00			3/8/10	3/15/10							
791	Obtain pole information	\$0.00			3/8/10	3/9/10							
792	Gather pole birthmark (if available)	\$0.00			3/9/10	3/10/10							
793	Obtain utility name who owns each pole	\$0.00			3/10/10	3/11/10							
794	Measure individual utilities on poles	\$0.00			3/11/10	3/15/10							
795	Underground	\$0.00			3/8/10	3/15/10							
796	Identify underground locations	\$0.00			3/8/10	3/9/10							
797	Identify riser poles	\$0.00			3/9/10	3/10/10							
798	Location of pull vaults	\$0.00			3/10/10	3/11/10							
799	Gather information on construction obstacles	\$0.00			3/11/10	3/15/10							
800	Summarize walkout information and enter into CAD dra	\$0.00			3/16/10	3/25/10							



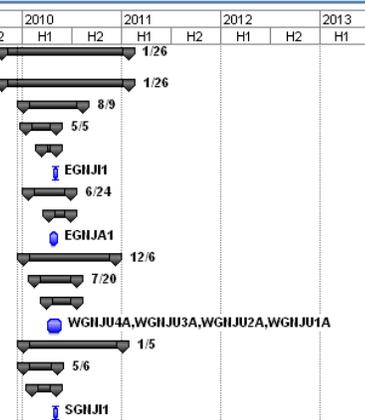
Invoice Period 4

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11							
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11							
3	Eastern Zone	\$0.00			1/4/10	8/9/10							
50	Segment E-2 (Geneva-Ashtabula)	\$0.00	Ashtabula & Geneva	14	1/11/10	5/5/10							
84	Field Construction	\$0.00			3/10/10	5/5/10							
85	Conduct underground work	\$0.00			3/10/10	4/20/10							
86	Conduct pole work	\$0.00			3/11/10	4/7/10							
87	Test spliced fibers (entire segment)	\$0.00			4/20/10	4/21/10							
188	Western Zone	\$0.00			1/4/10	12/6/10							
511	Segment W-8 (New London - Ashland)	\$0.00	Samaritan	18	3/17/10	12/2/10							
523	Summarize walkout information and enter into CAD dra	\$0.00			3/30/10	4/6/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11							
558	Segment S-1 (Canton-Akron)	\$0.00			1/4/10	5/6/10							
592	Field Construction	\$0.00			2/2/10	5/4/10							
593	Conduct underground work	\$0.00			2/2/10	4/14/10							
594	Conduct pole work	\$0.00			3/9/10	4/16/10							
595	Test spliced fibers (entire segment)	\$0.00			4/16/10	4/20/10							



Invoice Period 5

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11							
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11							
3	Eastern Zone	\$0.00			1/4/10	8/9/10							
50	Segment E-2 (Geneva-Ashtabula)	\$0.00	Ashtabula & Geneva	14	1/11/10	5/5/10							
84	Field Construction	\$0.00			3/10/10	5/5/10							
88	Implement lateral and inside fiber connection	\$0.00			4/21/10	5/5/10							
96	Segment E-3 (Rockcreek-Geneva)	\$0.00	Glenbeigh	19	1/19/10	6/24/10							
130	Field Construction	\$0.00			4/7/10	6/24/10							
132	Conduct pole work	\$0.00			4/7/10	5/5/10							
188	Western Zone	\$0.00			1/4/10	12/6/10							
327	Segment W-4 (Fremont-Port Clinton)	\$0.00	Magruder	20	2/10/10	7/20/10							
361	Field Construction	\$0.00			3/29/10	7/20/10							
362	Conduct underground work	\$0.00			3/29/10	5/18/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11							
558	Segment S-1 (Canton-Akron)	\$0.00			1/4/10	5/6/10							
592	Field Construction	\$0.00			2/2/10	5/4/10							
596	Implement lateral and inside fiber connection	\$0.00			4/20/10	5/4/10							



Invoice Period 6

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11				1/26			
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11				1/26			
3	Eastern Zone	\$0.00			1/4/10	8/9/10				8/9			
96	Segment E-3 (Rockcreek-Geneva)	\$0.00	Glenbeigh	19	1/19/10	6/24/10				6/24			
130	Field Construction	\$0.00			4/7/10	6/24/10							
131	Conduct underground work	\$0.00			4/20/10	6/9/10							
133	Test spliced fibers (entire segment)	\$0.00			6/9/10	6/10/10							
134	Implement lateral and inside fiber connection	\$0.00			6/10/10	6/24/10							
188	Western Zone	\$0.00			1/4/10	12/6/10				12/6			
373	Segment W-5 (Clyde-Bellevue)	\$0.00	Bellevue	7	2/22/10	8/3/10				8/3			
407	Field Construction	\$0.00			5/18/10	8/3/10							
408	Conduct underground work	\$0.00			5/18/10	6/7/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11				1/5			
742	Segment S-5 (Ilew Philadelphia - Canton)	\$0.00		28	2/23/10	8/26/10				8/26			
776	Field Construction	\$0.00			4/14/10	8/26/10							
777	Conduct underground work	\$0.00			4/14/10	6/24/10							

Invoice Period 7

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11				1/26			
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11				1/26			
3	Eastern Zone	\$0.00			1/4/10	8/9/10				8/9			
142	Segment E-4 (RockCreek-Jefferson)	\$0.00	Jefferson	18	2/3/10	8/9/10				8/9			
176	Field Construction	\$0.00			5/5/10	8/9/10							
177	Conduct underground work	\$0.00			6/9/10	7/22/10							
179	Test spliced fibers (entire segment)	\$0.00			7/22/10	7/26/10							
188	Western Zone	\$0.00			1/4/10	12/6/10				12/6			
189	Segment W-1 (Elyria-Sandusky)	\$0.00	Firelands	51	1/4/10	9/10/10				9/10			
223	Field Construction	\$0.00			3/17/10	9/3/10							
224	Conduct underground work	\$0.00			3/17/10	7/28/10							
327	Segment W-4 (Fremont-Port Clinton)	\$0.00	Magruder	20	2/10/10	7/20/10				7/20			
361	Field Construction	\$0.00			3/29/10	7/20/10							
363	Conduct pole work	\$0.00			6/7/10	7/5/10							
364	Test spliced fibers (entire segment)	\$0.00			7/5/10	7/6/10							
365	Implement lateral and inside fiber connection	\$0.00			7/6/10	7/20/10							
373	Segment W-5 (Clyde-Bellevue)	\$0.00	Bellevue	7	2/22/10	8/3/10				8/3			
407	Field Construction	\$0.00			5/18/10	8/3/10							
409	Conduct pole work	\$0.00			7/5/10	7/14/10							
410	Test spliced fibers (entire segment)	\$0.00			7/14/10	7/15/10							
419	Segment W-6 (Bellevue-Ilorwalk)	\$0.00	Fisher Titus	17	2/25/10	8/25/10				8/25			
453	Field Construction	\$0.00			6/7/10	8/25/10							
454	Conduct underground work	\$0.00			6/7/10	7/20/10							

Invoice Period 8

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11							
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11							
3	Eastern Zone	\$0.00			1/4/10	8/9/10							
142	Segment E-4 (RockCreek-Jefferson)	\$0.00	Jefferson	18	2/3/10	8/9/10							
176	Field Construction	\$0.00			5/5/10	8/9/10							
180	Implement lateral and inside fiber connection	\$0.00			7/26/10	8/9/10							
188	Western Zone	\$0.00			1/4/10	12/6/10							
189	Segment W-1 (Elyria-Sandusky)	\$0.00	Firelands	51	1/4/10	9/10/10							
223	Field Construction	\$0.00			3/17/10	9/3/10							
225	Conduct pole work	\$0.00			6/3/10	8/13/10							
226	Test spliced fibers (entire segment)	\$0.00			8/13/10	8/19/10							
373	Segment W-5 (Clyde-Bellevue)	\$0.00	Bellevue	7	2/22/10	8/3/10							
407	Field Construction	\$0.00			5/18/10	8/3/10							
411	Implement lateral and inside fiber connection	\$0.00			7/21/10	8/3/10							
419	Segment W-6 (Bellevue-Ilorwalk)	\$0.00	Fisher Titus	17	2/25/10	8/25/10							
453	Field Construction	\$0.00			6/7/10	8/25/10							
455	Conduct pole work	\$0.00			7/16/10	8/10/10							
456	Test spliced fibers (entire segment)	\$0.00			8/10/10	8/11/10							
457	Implement lateral and inside fiber connection	\$0.00			8/11/10	8/25/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11							
604	Segment S-2 (Wooster-Coshocton)	\$0.00	Coshocton	49	1/13/10	10/29/10							
638	Field Construction	\$0.00			4/14/10	10/29/10							
639	Conduct underground work	\$0.00			4/14/10	8/17/10							
742	Segment S-5 (Ilew Philadelphia - Canton)	\$0.00		28	2/23/10	8/26/10							
776	Field Construction	\$0.00			4/14/10	8/26/10							
778	Conduct pole work	\$0.00			7/1/10	8/10/10							
779	Test spliced fibers (entire segment)	\$0.00			8/10/10	8/12/10							
780	Implement lateral and inside fiber connection	\$0.00			8/12/10	8/26/10							
788	Segment S-6 (Ashland-Wooster)	\$0.00	Wooster Community	27	3/8/10	10/14/10							
822	Field Construction	\$0.00			6/24/10	10/14/10							
823	Conduct underground work	\$0.00			6/24/10	8/30/10							

Invoice Period 9

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11							
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11							
188	Western Zone	\$0.00			1/4/10	12/6/10							
189	Segment W-1 (Elyria-Sandusky)	\$0.00	Firelands	51	1/4/10	9/10/10							
223	Field Construction	\$0.00			3/17/10	9/3/10							
227	Implement lateral and inside fiber connection	\$0.00			8/23/10	9/3/10							
465	Segment W-7 (Ilorwalk - Ilew London)	\$0.00		26	3/8/10	10/15/10							
499	Field Construction	\$0.00			7/20/10	10/15/10							
500	Conduct underground work	\$0.00			7/20/10	9/23/10							
501	Conduct pole work	\$0.00			8/23/10	9/29/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11							
604	Segment S-2 (Wooster-Coshocton)	\$0.00	Coshocton	49	1/13/10	10/29/10							
638	Field Construction	\$0.00			4/14/10	10/29/10							
640	Conduct pole work	\$0.00			7/7/10	9/16/10							
641	Test spliced fibers (entire segment)	\$0.00			9/16/10	9/22/10							
788	Segment S-6 (Ashland-Wooster)	\$0.00	Wooster Community	27	3/8/10	10/14/10							
822	Field Construction	\$0.00			6/24/10	10/14/10							
824	Conduct pole work	\$0.00			8/19/10	9/28/10							
825	Test spliced fibers (entire segment)	\$0.00			9/28/10	9/30/10							

Invoice Period 10

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11							
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11							
188	Western Zone	\$0.00			1/4/10	12/6/10							
235	Segment W-2 (Sandusky-Clyde)	\$0.00		33	1/20/10	11/4/10							
269	Field Construction	\$0.00			7/28/10	11/4/10							
270	Conduct underground work	\$0.00			7/28/10	10/19/10							
272	Test spliced fibers (entire segment)	\$0.00			10/19/10	10/21/10							
281	Segment W-3 (Clyde - Fremont)	\$0.00	Memorial	12	2/3/10	12/6/10							
315	Field Construction	\$0.00			10/1/10	12/6/10							
317	Conduct pole work	\$0.00			10/1/10	10/19/10							
465	Segment W-7 (Ilorwalk - Ilew London)	\$0.00		26	3/8/10	10/15/10							
499	Field Construction	\$0.00			7/20/10	10/15/10							
503	Implement lateral and inside fiber connection	\$0.00			10/1/10	10/15/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11							
604	Segment S-2 (Wooster-Coshocton)	\$0.00	Coshocton	49	1/13/10	10/29/10							
638	Field Construction	\$0.00			4/14/10	10/29/10							
642	Implement lateral and inside fiber connection	\$0.00			10/15/10	10/29/10							
788	Segment S-6 (Ashland-Wooster)	\$0.00	Wooster Community	27	3/8/10	10/14/10							
822	Field Construction	\$0.00			6/24/10	10/14/10							
826	Implement lateral and inside fiber connection	\$0.00			9/30/10	10/14/10							
834	OneCommunity Access Ring Fiber	\$0.00	East Liverpool	.2	10/14/10	10/28/10							
835	Implement lateral and inside fiber connection	\$0.00			10/14/10	10/28/10							

Invoice Period 11

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11							
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11							
188	Western Zone	\$0.00			1/4/10	12/6/10							
235	Segment W-2 (Sandusky-Clyde)	\$0.00		33	1/20/10	11/4/10							
269	Field Construction	\$0.00			7/28/10	11/4/10							
273	Implement lateral and inside fiber connection	\$0.00			10/21/10	11/4/10							
281	Segment W-3 (Clyde - Fremont)	\$0.00	Memorial	12	2/3/10	12/6/10							
315	Field Construction	\$0.00			10/1/10	12/6/10							
316	Conduct underground work	\$0.00			10/19/10	11/18/10							
318	Test spliced fibers (entire segment)	\$0.00			11/18/10	11/19/10							
511	Segment W-8 (Ilew London - Ashland)	\$0.00	Samaritan	18	3/17/10	12/2/10							
545	Field Construction	\$0.00			9/23/10	12/2/10							
546	Conduct underground work	\$0.00			9/23/10	11/8/10							
548	Test spliced fibers (entire segment)	\$0.00			11/8/10	11/9/10							
549	Implement lateral and inside fiber connection	\$0.00			11/9/10	11/23/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11							
650	Segment S-3 (Coshocton - Denison)	\$0.00	Twin City	37	2/1/10	12/7/10							
684	Field Construction	\$0.00			8/17/10	12/7/10							
685	Conduct underground work	\$0.00			8/17/10	11/17/10							
686	Conduct pole work	\$0.00			9/16/10	11/9/10							
687	Test spliced fibers (entire segment)	\$0.00			11/17/10	11/22/10							
696	Segment S-4 (Denison - Ilew Philadelphia)	\$0.00	Union	13	2/16/10	1/5/11							
730	Field Construction	\$0.00			11/9/10	1/5/11							
732	Conduct pole work	\$0.00			11/9/10	11/29/10							

Invoice Period 12

ID	Task Name	Cost	Hospital Name	Fiber Miles	Start	Finish	2010		2011		2012		2013
							H2	H1	H2	H1	H2	H1	H2
1	FCC HealthNet Network Build	\$13,277,758.23			10/15/09	1/26/11				1/26			
2	Phase 1	\$13,277,758.23			10/15/09	1/26/11				1/26			
188	Western Zone	\$0.00			1/4/10	12/6/10				12/6			
281	Segment W-3 (Clyde - Fremont)	\$0.00	Memorial	12	2/3/10	12/6/10				12/6			
315	Field Construction	\$0.00			10/1/10	12/6/10							
319	Implement lateral and inside fiber connection	\$0.00			11/22/10	12/6/10							
511	Segment W-8 (New London - Ashland)	\$0.00	Samaritan	18	3/17/10	12/2/10				12/2			
545	Field Construction	\$0.00			9/23/10	12/2/10							
547	Conduct pole work	\$0.00			11/4/10	12/2/10							
557	Southern Zone	\$0.00			1/4/10	1/5/11				1/5			
650	Segment S-3 (Coshocton - Denison)	\$0.00	Twin City	37	2/1/10	12/7/10				12/7			
684	Field Construction	\$0.00			8/17/10	12/7/10							
688	Implement lateral and inside fiber connection	\$0.00			11/22/10	12/7/10							
696	Segment S-4 (Denison - New Philadelphia)	\$0.00	Union	13	2/16/10	1/5/11				1/5			
730	Field Construction	\$0.00			11/9/10	1/5/11							
731	Conduct underground work	\$0.00			11/17/10	12/21/10							
733	Test spliced fibers (entire segment)	\$0.00			12/21/10	12/22/10							

	GNJ	Invoicing Period 1	Invoicing Period 2	Invoicing Period 3	Invoicing Period 4	Invoicing Period 5	Invoicing Period 6	Invoicing Period 7	Invoicing Period 8	Invoicing Period 9	Invoicing Period 10	Invoicing Period 11	Invoicing Period 12
Ashtabula County Medical Center	\$ 240,454.03	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84
Coshocton County Memorial Hospital	\$ 957,143.07	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92	\$ 79,761.92
East Liverpool City Hospital	\$ 122,889.17	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76	\$ 10,240.76
Firelands Regional Medical Center	\$ 1,106,240.50	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71	\$ 92,186.71
Fisher Titus Medical Center	\$ 414,668.95	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75	\$ 34,555.75
Glenbeigh Hospital of Rockcreek	\$ 334,266.04	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50	\$ 27,855.50
H. B. Magruder Memorial Hospital	\$ 459,284.97	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75	\$ 38,273.75
Jefferson Healthcare Center	\$ 418,209.91	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83	\$ 34,850.83
Memorial Hospital	\$ 329,686.06	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84	\$ 27,473.84
Samaritan Regional Health System	\$ 430,603.25	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60	\$ 35,883.60
The Bellevue Hospital	\$ 237,621.27	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77	\$ 19,801.77
Twin City Hospital	\$ 747,518.61	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22	\$ 62,293.22
UHHS Conneaut Medical Center	\$ 375,010.27	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86	\$ 31,250.86
UHHS Geneva Medical Center	\$ 240,454.03	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84	\$ 20,037.84
Union Hospital	\$ 336,059.78	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98	\$ 28,004.98
Wooster Community Hospital	\$ 574,011.87	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32	\$ 47,834.32
Total	\$ 7,324,121.77	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48	\$ 610,343.48



Quotation

MULTILINK INC
 582 Ternes Avenue
 P.O. Box 955
 Elyria, Ohio 44035
 PHONE 440 366-6966
 FAX 440 366-6802

www.multilinkone.com
 sales@multilinkone.com

Other Divisions:
 Multipower
 Multifab

Quote No.#: 77268
 Rev.: 2
 Date: 06/23/09
 Prices F.O.B.: Elyria, Ohio
 Terms: NET 30 DAYS
 Delivery: 3-4 weeks ARO
 Expiration: 1/30/2011

ONE COMMUNITY
 800 W. ST CLAIR AVE., SECOND FLOOR

Ref: NEO RHIO

CLEVELAND OH 44113-

Page 1 of 1

Stock Code	Description	Qty	U/M	Unit Price	Ext. Price
10-8146	4000D STARFIGHTER DOME SPLICE Offer one	250.00	EA	169.07	42267.50
10-8007	KIT SPLICE TRAY 4048 MULTILINK Offer one	250.00	EA	8.38	2095.00
71211K-MULTILINK	2110-SSPTB 10" SNO-SHOE Offer one	3000.00	EA	14.26	42780.00
74537	MFM-15 1x 6 CABLE MARKER Offer one	5000.00	EA	0.47	2350.00
76500	MF-2170 (HEAT SHRINK) Offer one	3000.00	EA	0.19	570.00
10-4323	FRM-1RU-2X-SO BK ASSY Offer one	15.00	EA	52.29	784.35
99009BK	FWM012XD BLACK Offer one	15.00	EA	48.60	729.00
10-9709	MLCD-12-SM-C-BLK LOADED LC SM Offer one	30.00	EA	32.98	989.40
10-8365	4048 MINIDOME ENCL M-LINK Offer one	20.00	EA	138.53	2770.60
10-6432	PGTL-LCU-SM-2.9mm-2 SIMPLEX Offer one	100.00	EA	7.35	735.00
10-6341	ML-D3LLS2 Offer one	50.00	EA	15.74	787.00

Total:
 Offer one 96857.85

Multilink Representative Contact
 Spence Carlson

Samantha Belfiore-Smith/CSR
 Authorized Signature

TERMS AND CONDITIONS OF SALE

Price and Payment: All prices, unless otherwise stated, are F.O.B. shipping point and are exclusive of any federal, state, local or other taxes. Any applicable taxes are the responsibility of the Purchaser and shall be added to the invoice unless MULTILINK is provided the appropriate, valid exemption certificate by Purchaser. All prices are subject to change without notice. Shipments of ten percent (10%) more or less than the order quantity constitute completed orders, unless previously agreed to by both Purchaser and MULTILINK.

Invoices are payable in full within thirty (30) days following invoice date. A discount of one percent (1%) is allowable on invoices paid within (10) days following invoice date; this discount also applies to those orders shipped C.O.D. or cash in advance. Invoices outstanding past thirty (30) days following invoice date will be subject to a late payment charge of one and one half percent (1-1/2%) per month. Failure to pay any invoice by its due date makes subsequent invoices due immediately regardless of the terms herein. MULTILINK may option to withhold subsequent shipments until the account in question is settled to MULTILINK'S satisfaction.

Acceptance: All orders subject to acceptance by MULTILINK. Once placed and accepted, any order may be cancelled only upon terms exempting MULTILINK against all loss with the consent of MULTILINK.

Title and Risk of Loss: Title and risk of loss on all material sold by MULTILINK shall pass to Purchaser upon delivery of said materials to a common carrier regardless of freight terms stated or method of payment of transportation charges.

Transportation charges: Most shipments are via United Parcel Service and are prepaid and billed; however, MULTILINK reserves the right to specify routing of shipments. Truck shipments will be made prepaid.

Non-conformance return: All materials sold by MULTILINK are non-returnable except for manufacturing defects. Upon receipt of materials, the customer will have 30 days to make a viable claim for non-conformance. Any material shown to MULTILINK'S satisfaction to be non-conforming at time of shipment will be replaced. MULTILINK will then render credit for the returned goods, provided MULTILINK shall not be responsible for claims beyond replacement value of the defective material. Before returning any material, Purchaser must obtain written material return authorization from MULTILINK.

Express warranties: MULTILINK warrants that the goods are free from any material defect in workmanship and materials. Purchaser acknowledges that no sample or model of the goods, nor any sales literature, proposals, projections, or engineering data regarding the goods are any part of the basis of the bargain between the parties. Purchaser has made, and relies solely upon, its own determination of the suitability, compatibility, performance, and uses of the goods, and acknowledges to MULTILINK that the Purchaser does not rely upon any oral or written representations or statements by MULTILINK regarding the goods, other than as expressly set forth in this Contract.

Disclaimer of Implied Warranties: IN ALL EVENTS, WITH RESPECT TO ALL GOODS SOLD, MULTILINK DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Damages: IF MULTILINK BREACHES OR REPUTIATES THIS CONTACT BY REASON OF ANY DEFECT IN THE GOODS SOLD, THEN PURCHASER IS NOT ENTITLED TO, AND WAIVES ALL RIGHTS TO RECOVER, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. Purchaser has carefully considered this limitation and is willing to bear the entire defective.

Purchaser's Exclusive Remedy: IF MULTILINK BREACHES THE WARRANTY SET FORTH ABOVE, THEN PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS TO DEMAND THAT MULTILINK, AT MULTILINK'S COST, REPAIR THE GOODS, OR REPLACE THE GOODS IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THEY CANNOT BE REPAIRED. In lieu of making any repair or replacement of the Goods, Multilink may elect to refund the total purchase price, in full satisfaction of all obligations owed to Purchaser by reason of such breach, in which case Multilink's duty to pay the refund will be conditioned upon Purchaser permitting Multilink to inspect and take possession of the Goods.

Statute of Limitations: The parties desire to reduce the period of limitations to one year. Accordingly, a party must commence a cause of action for a breach of this Contract, including a breach of warranty, within one year after the cause of action has accrued.

Entire Agreement: Any term or condition contained in Purchaser's purchase order, acknowledgement form, confirmation or any other document issued by Purchaser that conflicts with any term of this Contract, or that adds to MULTILINK'S obligations under this Contract, is not part of this Contract and is not binding upon MULTILINK unless specifically identified and accepted in writing by an officer of MULTILINK. This document, including any attachments, embodies the entire agreement of the parties as to the subject matter contained in this document. There are no promises, terms, conditions, or obligations between the parties regarding the subject matter of this Contract other than those contained in this document, including any attachments. This Contract supersedes all previous communications, representations, or agreements, either verbal or written, between the parties, including any correspondence, proposals, quotes, brochures, samples, models, or specification sheets, or any other oral or written statements or representations made by any MULTILINK salesmen. Accordingly, the parties shall request that any court or tribunal called upon to consider and enforce this Contract strictly apply the "parol evidence" rule. No course of prior dealings between the parties and no usage of trade is relevant to supplement or explain any term of this Contract.

Modification of Contract: No amendment, modification, change or discharge of any term or provision of this Contract will be valid or binding on either party, and no waiver of any of the terms of this Contract will be valid or binding on either party, unless it is in writing and signed by all of the parties; and with respect to MULTILINK, signed by an officer of MULTILINK.

Non-Waiver: Failure of MULTILINK or any of its agents or representatives to comply with any of the terms or conditions herein or failure to properly notify Purchaser of any breach of these conditions shall not be deemed a waiver of any right MULTILINK has to insist upon strict compliance of these terms and conditions in subsequent agreements.

Force Majeur: MULTILINK shall not be liable for any loss, damage, delay, change in shipment schedule or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, war, the elements, embargo, failure of carrier, inability to obtain transportation facilities, government requirements, acts of God or public enemy, previous commitments to customers or limitations on MULTILINK'S or its suppliers' products or marketing activities or any other cause or contingency beyond MULTILINK'S control.

Freight Policy: Orders are shipped via best method as determined by MULTILINK unless specified by the Customer. Freight bills will be prepaid if shipped via common carrier under the condition that freight bills will be paid in net 7 days per ICC regulations.

Returns must be in original cartons, in resell able condition, and sent prepaid. (If merchandise was shipped to customer via UPS, it must be returned via UPS). All returns must be made within a 60-day limit and are subject to a 25% restocking charge (Special order and custom orders are non-refundable).

Claims for Shortages or Damages: Claims must be made within seven days of invoice date. All freight damages and shortages should be filed with the carrier within seven days.

Back Orders: All back orders will be retained and shipped on arrival unless otherwise notified. NO SALESMAN, DISTRIBUTOR, REPRESENTATIVE OR OTHER AGENT IS AUTHORIZED BY MULTILINK TO GIVE ANY WARRANTY OR GUARANTEE CONTRARY TO THE STATEMENTS MADE HEREIN.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed.

Multilink

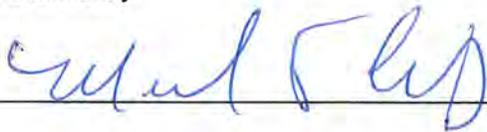
Signature:  _____

Name: Steve Cannon

Title: Controller

Date: 7/27/09

OneCommunity

 _____

Name: Mark T. Ansboury

Title: Senior VP - CTO

Date: 7-4-9

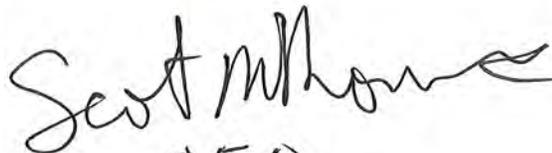

CEO

Exhibit A – Healthcare Distribution Costs

Ashtabula County Medical Center	\$ 6,053.62
Coshocton County Memorial Hospital	\$ 6,053.62
East Liverpool City Hospital	\$ 6,053.62
Firelands Regional Medical Center	\$ 6,053.62
Fisher Titus Medical Center	\$ 6,053.62
Glenbeigh Hospital of Rockcreek	\$ 6,053.62
H. B. Magruder Memorial Hospital	\$ 6,053.62
Jefferson Healthcare Center	\$ 6,053.62
Memorial Hospital	\$ 6,053.62
Samaritan Regional Health System	\$ 6,053.62
The Bellevue Hospital	\$ 6,053.62
Twin City Hospital	\$ 6,053.62
UHHS Conneaut Medical Center	\$ 6,053.62
UHHS Geneva Medical Center	\$ 6,053.62
Union Hospital	\$ 6,053.62
Wooster Community Hospital	\$ 6,053.62
Total	\$ 96,857.85

Costing			Materials										
	Multilink	Invoicing Period 1	4000D STARFIGHTER DOME SPLICE	KIT SPLICE TRAY 4048 MULTILINK	2110-SSPTB 10" SNO-SHOE	MFM-15 1x 6 CABLE MARKER	MF-2170 (HEAT SHRINK)	FRM-1RU-2X-SO BK ASSY	FWM012XD BLACK	MLCD-12-SM-C-BLK LOADED LC SM	4048 MINIDOME ENCL M-LINK	PGTL-LCU-SM-2.9mm-2 SIMPLEX	ML-D3LLS2
Ashtabula County Medical Center	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Coshocton County Memorial Hospital	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
East Liverpool City Hospital	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Firelands Regional Medical Center	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Fisher Titus Medical Center	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Glenbeigh Hospital of Rockcreek	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
H. B. Magruder Memorial Hospital	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Jefferson Healthcare Center	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Memorial Hospital	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Samaritan Regional Health System	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
The Bellevue Hospital	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Twin City Hospital	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
UHHS Conneaut Medical Center	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
UHHS Geneva Medical Center	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Union Hospital	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Wooster Community Hospital	\$ 6,053.62	\$ 6,053.62	15.5 feet	15.5 feet	Qty. = 188	Qty. = 833	500 feet	Qty. = 1	Qty. = 1	Qty. = 2	Qty. = 1	Qty. = 6	Qty. = 3
Total	\$ 96,857.85	\$ 96,857.85	250 feet	250 feet	3000 feet	Qty. = 5000	3000 feet	Qty. = 15	Qty. = 15	Qty = 30	Qty. = 20	Qty. = 100	Qty. = 50

*** Fiber construction material that is distributed equally across the entire network. Some material cannot be split into fractions so the total does not equal the sum of individual sites (i.e. shoe mountings)

OFS Fitel 1 Brightwave Blvd Carrollton GA 30117

<p>Sold-to-Party 101072 ONE COMMUNITY 800 WEST ST. CLAIR SECOND FLOOR CLEVELAND OH 44113</p>
<p>Quote-To-Party 101072 ONE COMMUNITY 800 WEST ST. CLAIR SECOND FLOOR CLEVELAND OH 44113</p>

QUOTATION	
OFS Quote Number	20003720
Valid From	To
Project #	NEO RHIO- OH
Terms	NET 30 DAYS
IncoTerms	FOB ORIGIN
Freight Terms	Freight Pre-paid
Currency	USD
Sales Executive	Alex Chew
Phone	317-716-0594
Email	Alex.Chew@ofsoptics.com
ISR	Amanda Berna
Email	aberna@ofsoptics.com
Fax	

Item	Cust Item	Material	Mat'l Desc	Order Qty	Unit Price	Amount
	Cust Matl	Lead Time				
10		PP0-201-135-0270	AT-3BEH2YT-096	2,904,000 FT	0.580 /FT	1,684,320.00
		<p>AT-3BEH2YT-096_ Fortex DT-100% Dry Light Armor Single PE Jkt, Single Armor, Dielectric Central Member ALLWAVE SM-.35/.31/.25 db/km@1310/1385/1550 Overdelivery Tolerance :3.0 Lead Time: 2-3 WEEKS TO BEGIN Min Order Qty: 1,640.420 FT</p>				
20		PP0-201-130-0270	AT-3BEH2YT-012	60,000 FT	0.216 /FT	12,960.00
		<p>AT-3BEH2YT-012_ FORTEX DT-100% DRY LIGHT ARMOR SINGLE PE JKT, SINGLE ARMOR, DIELECTRIC CENTRAL MEMBER ALLWAVE-SM_.35/.31/.25 DB/KM@1310/1385/1550 Overdelivery Tolerance :3.0 Lead Time: 2-3 WEEKS TO BEGIN Min Order Qty: 1,640.420 FT</p>				
<p>**CONTRACT EXPIRATION DATE: JANUARY 30, 2011**</p>						

OFS Fitel 1 Brightwave Blvd Carrollton GA 30117

Sold-to-Party

101072
ONE COMMUNITY
800 WEST ST. CLAIR SECOND FLOOR
CLEVELAND OH 44113

QUOTATION

OFS Quote Number 20003720
Valid From To
Project # NEO RHIO- OH

To place an order, please contact Customer Service at 1-800-366-3483.
Stock cables are subject to sale without prior notification.
Quoted lead times are estimates only and subject to plant loading at the time of order placement.
All cable orders => \$25,000 shall be freight allowed utilizing standard ground transportation within the continental United States.

OFS will assess a service charge for all shipments requiring flat-bed trucks

Total	1,697,280.00
Total:	1,697,280.00

MARK T. Ansbouy
SVP/CTO
Markoff
Gen. Mgmt.
Pres + CEO

Name Doug Bookout _____
Title Sr. Manager Customer Care _____
Signature  _____
Date 07/21/09

THE TERMS AND CONDITIONS OF SALE CONTAINED HEREIN (THIS AGREEMENT) SHALL APPLY TO ALL QUOTATIONS AND OFFERS MADE AND PURCHASE ORDERS ACCEPTED BY SELLER. IF THESE TERMS AND CONDITIONS CONFLICT WITH TERMS AND CONDITIONS OF A PURCHASE ORDER OR PROCUREMENT DOCUMENT ISSUED BY BUYER, THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL GOVERN. SELLER'S ACCEPTANCE OF BUYER'S ORDER IS CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS IRRESPECTIVE OF WHETHER THE BUYER ACCEPTS THEM IN WRITING, BY IMPLICATION OR BY ACCEPTANCE OF AND PAYMENT FOR PRODUCT SOLD HEREUNDER, AND IRRESPECTIVE OF WHEN BUYER'S PURCHASE ORDER OR PROCUREMENT DOCUMENT IS ISSUED OR WHETHER IT PRECEDES OR FOLLOWS ISSUANCE OF THIS AGREEMENT. SELLER'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS HEREIN.

1. DELIVERY, TITLE AND RISK OF LOSS # Shipment will be made in a manner determined by Seller. Title (except as provided in Section 8, #RIGHTS IN INTELLECTUAL PROPERTY) and risk of loss or damage to the product shall pass to Buyer at the time Seller delivers possession of the product to a carrier at Seller's plant or warehouse or other facility without regard to notification of shipment or selection of carrier. Product held by Seller at Buyer's request beyond the scheduled delivery date shall be at Buyer's risk and expense. Freight shall be prepaid by Seller and invoiced back to Buyer. Buyer shall be responsible for expenses incurred by Seller where, at Buyer's request, Seller ships or packs product in other than its normal manner for domestic shipment.

2. LICENSED PRODUCTS # No title or other ownership rights in any licensed products or any copies thereof shall pass to Buyer under this Agreement or any performance hereunder. Buyer agrees that it will not alter any notices on, prepare derivative works based on, or reproduce, reverse engineer, disassemble or decompile any software embodied in licensed products or recorded in the purchased products furnished under this Agreement.

3. TERMINATION OR CHANGE # Buyer shall not terminate, suspend performance, reschedule or cancel delivery or issue a #hold order under this agreement, in whole or part, without Seller's prior written consent an #d upon terms that will compensate Seller for any loss or damage resulting from such action. Buyer's liability shall include, but not be limited to, the price of product delivered or held for disposition and the price of services already performed, plus Seller's loss of profits thereon, incurred costs and a reasonable allocation of general and administrative expenses. Any such termination shall be subject to a minimum termination charge of fifteen percent (15%) of the dollar amount of the sales terminated.

4. TERMS OF PAYMENT # Buyer shall pay the invoiced amount within thirty (30) days from the date of Seller's invoice. Delinquent payments are subject to an interest charge at the rate of one and one-half percent (1-1/2%) per month, or portion thereof (but not to exceed the maximum lawful rate). Buyer hereby grants to Seller a purchase money security interest in the product to secure the purchase price of the product until the purchase price is paid in full. Buyer agrees to execute and deliver all documents requested by Seller to perfect and maintain Seller's security interest. Orders are subject to a maximum outstanding credit limit (measured counting all outstanding invoices, are subject to a maximum outstanding credit limit (measured counting all outstanding invoices, whether or not past due, combined with the value of all accepted orders) as reasonably determined by Seller. Seller may refuse to accept purchase orders, if such acceptance would result in Buyer exceeding such credit limit. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time. Each shipment shall constitute an independent transaction and Buyer shall pay for same in accordance with the specified payment terms, if shipments are delayed by Buyer. Seller may invoice Buyer when Seller is prepared to ship.

5. TAXES # Any tax or related charge that Seller shall be required to pay to or collect for any government upon or with respect to services rendered or the sale, use or delivery of products shall be billed to Buyer as a separate item and paid by Buyer, unless a valid exemption certificate is furnished by Buyer to Seller.

6. PRODUCT CHANGES # Seller may at any time (i) make changes in the products that do not materially affect physical or functional interchangeability or performance or (ii) make more substantial changes or discontinue delivery of the product when required for purposes of safety.

7. WARRANTY # Seller warrants to Buyer that products of its manufacture will be on the date of shipment of the product, free from defects in material and workmanship and will substantially conform to seller's written specifications provided to Buyer or to the specifications, if any, identified in an order and agreed to in writing by Seller, other than specifications specifying performance for a period of time. If any defect in material or workmanship or failure to meet said published specifications (a #defect) appears in the product, Seller will, at its option, either repair or replace the defective product without charge at Seller's manufacturing or repair facility or credit or refund the purchase price of the defective product provided: (i) the defect appears within twelve (12) months from the date of shipment of the product, (ii) Buyer notifies Seller in writing of the claimed defect within thirty (30) days after Buyer knows or reasonably should know of the claimed defect, and (iii) Seller's examination of the product discloses that the claimed defect actually exists.

Buyer shall follow Seller's instructions regarding return of defective product, and no product will be accepted for repair, replacement, credit or refund without the written authorization of and in accordance with Seller's instructions. Replaced products shall become Seller's property, in no event shall Seller be responsible for deinstallation or reinstallation of defective products or for the expenses thereof. If Seller determines that the returned products are not defective, Buyer shall pay Seller all costs of handling, inspection, repairs and transportation at Seller's then prevailing rates. Repairs and replacements covered by the above warranty are warranted to be free from defects as set forth above except that the defect must appear (i) within (3) months from the date of repair or replacement or (ii) prior to the expiration of the above twelve (12) month period, whichever is later. With respect to products not manufactured by Seller, Seller, to the extent permitted, extends the warranties and affords the remedies to Buyer given to Seller by its vendor of said products.

Seller makes no warranties with respect to experimental products or prototypes or to products which have been subjected to misuse, neglect, accident or abuse or have been improperly installed, stored, maintained, repaired or altered by anyone other than Seller, or had their serial numbers or month and year of manufacture or shipment removed, defaced or altered. EXCEPT AS STATED IN THIS SECTION 7, SELLER, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS WELL AS OTHER IMPLIED WARRANTIES, IN LAW OR EQUITY. BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE SELLER'S OBLIGATION TO REPAIR OR REPLACE OR CREDIT OR REFUND AS SET FORTH ABOVE.

8. RIGHTS IN INTELLECTUAL PROPERTY # Seller exclusively shall own all right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs and related documentation, other works of authorship fixed in any tangible medium of expression, mask works or other forms of intellectual property, whether or not patentable, copyrightable or subject to mask work rights or other forms of protection, which are made, created, developed, written, conceived or first reduced to practice by Seller solely, jointly or on its behalf, in the course of, arising out of or as a result of work done under this Agreement.

9. INTELLECTUAL PROPERTY INDEMNITY # Seller shall (i) defend or settle, at its option and expense, any claim against Buyer alleging that any product furnished hereunder, in the form in which it is furnished by Seller, infringes any United States patent copyright or trademarks (ii) reimburse Buyer for any costs incurred at Seller's written request, and (iii) pay all damages and costs assessed by final judgment against Buyer and attributable to such claim. Seller shall have the right, at any time and at its option and expense to: (i) procure for Buyer the right to continue using such product; (ii) replace or modify any such product provided or to be provided to be free of the infringement claim and, or discontinuing further deliveries of the product or (iii) require return of such product and refund the purchase price paid less a reasonable allowance for use, damage and obsolescence. Seller's obligations hereunder are conditioned upon: (i) Buyer giving Seller prompt written notice of any such claim; (ii) Seller having complete control of the defense and settlement thereof and (iii) Buyer cooperating fully with Seller to facilitate the defense or settlement of such claim.

Notwithstanding the foregoing, Seller shall have no obligation to defend or settle any claim for any infringement or other violation of any patent or other intellectual property right: (i) arising from compliance with Buyer's specifications, designs or instructions or (ii) relating to use of any product furnished hereunder in combination with any other item(s), whether or not furnished by Seller, even if such use is the products necessary or inherent use or the use for which the product is purchased.

The sale of any product by Seller shall not in any way confer upon Buyer, or upon anyone claiming under Buyer, any license (expressly or impliedly, by estoppel or otherwise) under any patent claim of Seller or others covering or relating to any combination machine or process in which such product is or might be used, or to any process or method of making such product.

10. EXPORT CONTROL - Buyer acknowledges that the products sold under this Agreement and technical information transmitted in connection therewith may be subject to export restrictions under applicable law, including the U.S. Department of Commerce Export Administration Regulations (#Regulations), and Buyer agrees to comply fully with same. Buyer assures Seller that it will not transmit, sell, transfer or convey any such products, technical information or software, or goods produced through the use of same, to any country, or citizen or resident of a country, other than the United States without first securing written consent, if required, of the U.S. Department of Commerce.

11. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY
A. FOR PURPOSES OF THE EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11, SELLER SHALL BE DEEMED TO INCLUDE OFS Ffil, LLC, ITS SUBSIDIARIES AND AFFILIATES AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM AND #DAMAGES# SHALL BE DEEMED TO REFER COLLECTIVELY TO ALL INJURY, DAMAGE, LOSS OR EXPENSE INCURRED.

B. SELLER'S ENTIRE LIABILITY AND BUYER'S EXCLUSIVE REMEDIES AGAINST SELLER FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE STRICT LIABILITY OR OTHERWISE SHALL BE:

1. FOR INFRINGEMENT, THE REMEDIES SET FORTH IN SECTION 9.
2. FOR FAILURE OF PRODUCT OR WORK PERFORMED, THE REMEDIES STATED IN SECTION 7.
3. FOR DELAYS IN DELIVERY NONE UNLESS THE DELIVERY IS DELAYED BY MORE THAN THIRTY (30) DAYS BY CAUSE NOT ATTRIBUTABLE EITHER TO BUYER OR TO FORCE MAJEURE CONDITIONS, IN WHICH CASE BUYER SHALL HAVE THE RIGHT, AS SOLE REMEDY, TO CANCEL THE ORDER WITHOUT INCURRING TERMINATION CHARGES.
4. FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY SELLER, BUYER'S RIGHT TO PROVEN DIRECT DAMAGES.
5. FOR CLAIMS OTHER THAN SET FORTH ABOVE, SELLER'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES THAT ARE PROVEN IN AN AMOUNT NOT TO EXCEED \$100,000.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES THIS PROVISION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

12. MEDICAL AND LIFE SUPPORT APPLICATIONS # Seller does not recommend the use of any products for medical or life support applications wherein a failure or malfunction of the product may directly threaten life or cause injury and Seller will not knowingly sell its products for such use except pursuant to a written exception to this policy granted on a case-by-case basis. No warranty is made with respect to any such medical or life support use of any product.

13. ASSIGNMENT # Buyer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Seller. Any attempted assignment without the Seller's consent shall be void and ineffective.

14. NON-WAIVER # No course of dealing or failure of either party to strictly enforce any item, right or condition of this Agreement shall be construed as a waiver of such terms right or condition.

15. FORCE MAJEURE # Except with respect to Buyer's obligation to make timely payments when due, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, nature or the public enemy, inability to secure material or transportation facilities, inadequate yield of products despite Seller's reasonable efforts, act or omission of carriers or any other causes beyond its reasonable control, Seller may, in the event of any such circumstances allocate at its sole discretion its available Production output among itself and its other customers including at Seller's option those not under contract.

16. CHOICE OF LAW # The construction, interpretation and performance of this Agreement shall be governed by the substantive laws but not the conflicts of law of the State of New York. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to the sale of product hereunder.

17. ENTIRE AGREEMENT # Except for any written agreement between the parties relating to confidentiality of proprietary information, the terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and shall constitute the entire Agreement between parties with respect to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by Buyer and Seller.

Exhibit A – Healthcare Distribution Costs

Ashtabula County Medical Center	\$ 44,469.58
Coshocton County Memorial Hospital	\$ 171,616.86
East Liverpool City Hospital	\$ 22,469.02
Firelands Regional Medical Center	\$ 177,306.64
Fisher Titus Medical Center	\$ 74,763.82
Glenbeigh Hospital of Rockcreek	\$ 81,338.70
H. B. Magruder Memorial Hospital	\$ 82,729.54
Jefferson Healthcare Center	\$ 75,396.02
Memorial Hospital	\$ 59,591.02
Samaritan Regional Health System	\$ 77,608.72
The Bellevue Hospital	\$ 43,153.82
Twin City Hospital	\$ 134,190.62
UHHS Conneaut Medical Center	\$ 67,683.18
UHHS Geneva Medical Center	\$ 44,469.58
Union Hospital	\$ 60,728.98
Wooster Community Hospital	\$ 103,212.82
Total	\$ 1,320,728.9

	OFS Fitel	Percentage of Materials	Invoicing Period 1	Materials Received (miles of 96-count fiber)	Materials Received (feet of 12-count fiber)	Invoicing Period 2	Materials Received (miles of 96-count fiber)	Materials Received (feet of 12-count fiber)	Invoicing Period 3	Materials Received (miles of 96-count fiber)	Materials Received (feet of 12-count fiber)
Ashtabula County Medical Center	\$ 44,469.57	3%	\$ 14,823.19	5	673	\$ 14,823.19	5	673	\$ 14,823.19	5	673
Coshocton County Memorial Hospital	\$ 171,616.86	13%	\$ 57,205.62	18	2599	\$ 57,205.62	18	2599	\$ 57,205.62	18	2599
East Liverpool City Hospital	\$ 22,469.02	2%	\$ 7,489.67	2	340	\$ 7,489.67	2	340	\$ 7,489.67	2	340
Firelands Regional Medical Center	\$ 177,306.64	13%	\$ 59,102.21	19	2685	\$ 59,102.21	19	2685	\$ 59,102.21	19	2685
Fisher Titus Medical Center	\$ 74,763.82	6%	\$ 24,921.27	8	1132	\$ 24,921.27	8	1132	\$ 24,921.27	8	1132
Glenbeigh Hospital of Rockcreek	\$ 81,338.70	6%	\$ 27,112.90	9	1232	\$ 27,112.90	9	1232	\$ 27,112.90	9	1232
H. B. Magruder Memorial Hospital	\$ 82,729.54	6%	\$ 27,576.51	9	1253	\$ 27,576.51	9	1253	\$ 27,576.51	9	1253
Jefferson Healthcare Center	\$ 75,396.02	6%	\$ 25,132.01	8	1142	\$ 25,132.01	8	1142	\$ 25,132.01	8	1142
Memorial Hospital	\$ 59,591.02	5%	\$ 19,863.67	6	902	\$ 19,863.67	6	902	\$ 19,863.67	6	902
Samaritan Regional Health System	\$ 77,608.72	6%	\$ 25,869.57	8	1175	\$ 25,869.57	8	1175	\$ 25,869.57	8	1175
The Bellevue Hospital	\$ 43,153.82	3%	\$ 14,384.61	5	653	\$ 14,384.61	5	653	\$ 14,384.61	5	653
Twin City Hospital	\$ 134,190.62	10%	\$ 44,730.21	14	2032	\$ 44,730.21	14	2032	\$ 44,730.21	14	2032
UHHS Conneaut Medical Center	\$ 67,683.18	5%	\$ 22,561.06	7	1025	\$ 22,561.06	7	1025	\$ 22,561.06	7	1025
UHHS Geneva Medical Center	\$ 44,469.58	3%	\$ 14,823.19	5	673	\$ 14,823.19	5	673	\$ 14,823.19	5	673
Union Hospital	\$ 60,728.98	5%	\$ 20,242.99	7	920	\$ 20,242.99	7	920	\$ 20,242.99	7	920
Wooster Community Hospital	\$ 103,212.82	8%	\$ 34,404.27	11	1563	\$ 34,404.27	11	1563	\$ 34,404.27	11	1563
Total	\$ 1,320,728.91	100%	\$ 440,242.97	142	20000	\$ 440,242.97	142	20000	\$ 440,242.97	142	20000

AGREEMENT 09063001

Contract date – June 29, 2009 (contract expiration – January 30, 2011)

**TEXCEL, Inc.
and
OneCommunity**

THIS AGREEMENT (the "Agreement"), made as of June 30, 2009 is made and entered into by and between TEXCEL, Inc ("Texcel"), located at 23220 Chagrin Blvd Suite 202 Cleveland, Ohio 44122 and OneCleveland dba OneCommunity ("OneCommunity"), located at 800 West St. Clair Second Floor, Cleveland, Ohio 44113; and shall become binding upon the later of its signing by the President of Texcel and an Executive Officer of OneCommunity (the "Effective Date"). OneCommunity and Texcel may sometimes hereinafter be referred to in the singular as "party" and in the plural as "parties."

WITNESSETH:

WHEREAS, OneCommunity is providing various services and equipment in support of the Northeast Ohio Regional Health Information Organization's HealthNet ("NEORHIO HealthNet") network built with support of the Federal Communications Commission's Rural Health Care Pilot Program; and

WHEREAS, the NEORHIO HealthNet project will contemplate that certain equipment necessary to OneCommunity's performance there under, specified further in Schedule A attached hereto (the "Equipment"), will be supplied by Texcel; and

WHEREAS, the Customer has placed said construction project for bid and considered a number of proposals; and

WHEREAS, OneCommunity, on behalf of NEORHIO HealthNet and the FCC have selected Texcel as one of the equipment vendors from the bids submitted to perform said construction project; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Texcel and OneCommunity agree as follows:

ARTICLE I — AGREEMENT AND TERMS

1.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue for so long as Equipment is delivered pursuant to NEORHIO HealthNet.

1.2 The Equipment. All of the Equipment to be delivered and sold for NEORHIO HealthNet is identified on Schedule A, attached hereto.

1.3 Delivery and Payment by OneCommunity. When equipment is delivered and sold for NEORHIO HealthNet, an invoice for payment shall be generated to OneCommunity.

ARTICLE II - MISCELLANEOUS

2.1 Relationship of Parties. Each party is performing pursuant to this Agreement only as an independent contractor. Each party has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between the parties. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the name of the other party or its affiliates.

2.2 Force Majeure. Neither party will be liable to the other party hereunder or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, acts of terrorism, acts of the government, the other party hereto, or third parties (excluding subcontractors or agents), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

2.3 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Agreement, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, or via overnight courier with signature required, and addressed as follows:

In the case of Texcel:

H.E. Atkins
23220 Chagrin
Blvd. Suite
202
Cleveland, Ohio 44122

In the case of OneCommunity:

Mark T. Ansboury
800 West St. Clair
Second Floor
Cleveland, Ohio 44113

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

2.4 Severability. If, and only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same

objective shall be substituted, upon mutual agreement of the parties. If the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

2.5 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

2.6 Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

2.7 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

2.8 Confidentiality. The parties agree to consider all information concerning the customers, operations, terms and conditions of service, or other operational information of the other party gained hereunder (hereinafter "Information") as proprietary information supplied in the strictest confidence and shall release Information only to authorized employees/agents requiring such Information, shall not release or disclose Information to any other party or use it for manufacture or any other purposes except as required under this contract, without the expressed written approval of the other party and any other holder of an ownership right in such Information. The term "proprietary information" as used in this clause shall include any device, process, method or technique originated by or peculiarly within the knowledge of the party owning the same, together with its contractors, vendors, representatives, employees, and those in privity with it, which is not available to the public and is subject to protection as property under recognized principles.

2.9 Assignment. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, or its right to execute it, or its right, title or interest in or to it or any part thereof, except to a related entity or successor in interest who acquires all or substantially all of that party's assets, without approval of the other party in writing.

2.11 Entire Agreement and Modification. This Agreement, including any Schedules and documents referred to in this Agreement or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Agreement which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

2.12 Payment Terms Payment is due 30 days from when equipment is received by buyer.

IN WITNESS WHEREOF, the Texcel and OneCommunity have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first written above.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE:

OneCommunity

By: 
Authorized Signature

Mark T. Ansboury
Name (Print or Type)

SVP/CTO
Title

June 30, 2009
Date


CEO

Texcel, Inc

By: 
Authorized Signature

H. E. Atkins
Name (Print or Type)

President
Title

June 30, 2009
Date

Schedule A

Product Number	Product Description	List Price	Unit Price	Qty	Extended Price
One Community - NEO RHIO RFP - Ethernet Components					
Core					
WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis,15RU,no PS,no Fan Tray	\$9,500.00	\$3,990.00	1	\$3,990.00
S733AIK9-12233SXI	Cisco CAT6000-SUP720 IOS ADVANCED IP SERVICES SSH	\$10,000.00	\$4,200.00	1	\$4,200.00
WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	\$40,000.00	\$16,800.00	1	\$16,800.00
CF-ADAPTER-SP	SP adapter with compact flash for SUP720	\$0.00	\$0.00	1	\$0.00
MEM-C6K-CPTFL1GB	Catalyst 6500 Compact Flash Memory 1GB	\$1,095.00	\$459.90	1	\$459.90
WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	\$40,000.00	\$16,800.00	1	\$16,800.00
CF-ADAPTER-SP	SP adapter with compact flash for SUP720	\$0.00	\$0.00	1	\$0.00
MEM-C6K-CPTFL1GB	Catalyst 6500 Compact Flash Memory 1GB	\$1,095.00	\$459.90	1	\$459.90
WS-X6708-10G-3C	C6K 8 port 10 Gigabit Ethernet module with DFC3C (req. X2)	\$37,500.00	\$15,750.00	1	\$15,750.00
X2-10GB-LR	10GBASE-LR X2 Module	\$4,000.00	\$1,680.00	8	\$13,440.00
WS-X6708-10G-3C	C6K 8 port 10 Gigabit Ethernet module with DFC3C (req. X2)	\$37,500.00	\$15,750.00	1	\$15,750.00
X2-10GB-LR	10GBASE-LR X2 Module	\$4,000.00	\$1,680.00	8	\$13,440.00
WS-X6748-GE-TX	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	\$15,000.00	\$6,300.00	1	\$6,300.00
WS-F6700-DFC3C	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	\$7,500.00	\$3,150.00	1	\$3,150.00
WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	\$15,000.00	\$6,300.00	1	\$6,300.00
WS-F6700-DFC3C	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	\$7,500.00	\$3,150.00	1	\$3,150.00
GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	\$995.00	\$417.90	24	\$10,029.60
WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	\$495.00	\$207.90	1	\$207.90
WS-CAC-6000W	Cat6500 6000W AC Power Supply	\$5,000.00	\$2,100.00	2	\$4,200.00
CAB-AC-2500W-US1	Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US	\$0.00	\$0.00	4	\$0.00
MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	\$0.00	\$0.00	1	\$0.00
BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	\$0.00	\$0.00	1	\$0.00

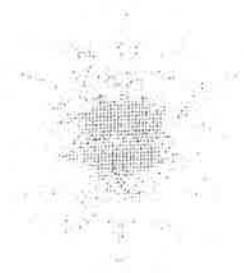
Product Number	Product Description	List Price	Unit Price	Qty	Extended Price
MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	\$0.00	\$0.00	1	\$0.00
BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	\$0.00	\$0.00	1	\$0.00
WS-F6700-DFC3C	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	\$0.00	\$0.00	1	\$0.00
WS-X6708-10GE	Cat6500 8 port 10 Gigabit Ethernet module (req. DFC and X2)	\$0.00	\$0.00	1	\$0.00
WS-F6700-DFC3C	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	\$0.00	\$0.00	1	\$0.00
WS-X6708-10GE	Cat6500 8 port 10 Gigabit Ethernet module (req. DFC and X2)	\$0.00	\$0.00	1	\$0.00
MEM-XCEF720-512M	Cat 6500 512MB DDR, xCEF720 (67xx interface, DFC3A/DFC3B)	\$0.00	\$0.00	1	\$0.00
MEM-XCEF720-512M	Cat 6500 512MB DDR, xCEF720 (67xx interface, DFC3A/DFC3B)	\$0.00	\$0.00	1	\$0.00
Section 6.2.6.15 - Ethernet Backbone Equipment					
WS-C6504-E	Catalyst 6500 Enhanced 4-slot chassis,5RU,no PS,no Fan Tray	\$3,000.00	\$1,260.00	6	\$7,560.00
S733AIK9-12233SXI	Cisco CAT6000-SUP720 IOS ADVANCED IP SERVICES SSH	\$10,000.00	\$4,200.00	6	\$25,200.00
WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	\$40,000.00	\$16,800.00	6	\$100,800.00
CF-ADAPTER-SP	SP adapter with compact flash for SUP720	\$0.00	\$0.00	6	\$0.00
MEM-C6K-CPTFL1GB	Catalyst 6500 Compact Flash Memory 1GB	\$1,095.00	\$459.90	6	\$2,759.40
WS-X6708-10G-3C	C6K 8 port 10 Gigabit Ethernet module with DFC3C (req. X2)	\$37,500.00	\$15,750.00	6	\$94,500.00
X2-10GB-LR	10GBASE-LR X2 Module	\$4,000.00	\$1,680.00	48	\$80,640.00
WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	\$15,000.00	\$6,300.00	6	\$37,800.00
WS-F6700-DFC3C	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	\$7,500.00	\$3,150.00	6	\$18,900.00
GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	\$995.00	\$417.90	72	\$30,088.80
GLC-T	1000BASE-T SFP	\$395.00	\$165.90	48	\$7,963.20
FAN-MOD-4HS	High-Speed Fan Module for 7604/6504-E	\$0.00	\$0.00	6	\$0.00
PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E	\$3,000.00	\$1,260.00	12	\$15,120.00
CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	\$0.00	\$0.00	12	\$0.00
MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	\$0.00	\$0.00	6	\$0.00
BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	\$0.00	\$0.00	6	\$0.00
WS-F6700-DFC3C	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	\$0.00	\$0.00	6	\$0.00
WS-X6708-10GE	Cat6500 8 port 10 Gigabit Ethernet module (req. DFC and X2)	\$0.00	\$0.00	6	\$0.00

Product Number	Product Description	List Price	Unit Price	Qty	Extended Price
Section 6.2.6.16 - Ethernet Customer Equipment					
WS-C6503-E	Catalyst 6500 Enhanced 3-slot chassis,4RU,no PS,no Fan Tray	\$2,500.00	\$1,050.00	9	\$9,450.00
S733AIK9-12233SXI	Cisco CAT6000-SUP720 IOS ADVANCED IP SERVICES SSH	\$10,000.00	\$4,200.00	9	\$37,800.00
WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	\$40,000.00	\$16,800.00	9	\$151,200.00
CF-ADAPTER-SP	SP adapter with compact flash for SUP720	\$0.00	\$0.00	9	\$0.00
MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	\$995.00	\$417.90	9	\$3,761.10
WS-X6704-10GE	Cat6500 4-port 10 Gigabit Ethernet Module (req. XENPAKs)	\$20,000.00	\$8,400.00	9	\$75,600.00
WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	\$0.00	\$0.00	9	\$0.00
XENPAK-10GB-LR+	10GBASE-LR XENPAK Module with DOM support	\$4,000.00	\$1,680.00	9	\$15,120.00
WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	\$15,000.00	\$6,300.00	9	\$56,700.00
WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	\$0.00	\$0.00	9	\$0.00
GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	\$995.00	\$417.90	114	\$47,640.60
GLC-T	1000BASE-T SFP	\$395.00	\$165.90	76	\$12,608.40
WS-C6503-E-FAN	Catalyst 6503-E Chassis Fan Tray	\$495.00	\$207.90	9	\$1,871.10
PEM-20A-AC+	PwrEntryMod use w/1400W AC P/S for CISCO7603, WS-C6503	\$250.00	\$105.00	18	\$1,890.00
PWR-1400-AC	1400W AC pwr/sup for CISCO7603 and Catalyst WS-C6503 chas	\$745.00	\$312.90	18	\$5,632.20
CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	\$0.00	\$0.00	18	\$0.00
MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	\$0.00	\$0.00	9	\$0.00
BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	\$0.00	\$0.00	9	\$0.00
MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	\$0.00	\$0.00	9	\$0.00
WS-F6K-XENBLNKCVR	Catalyst 6500 Xenpak Blank Covers for WS-X6704-10GE	\$0.00	\$0.00	27	\$0.00
MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	\$0.00	\$0.00	9	\$0.00
WS-C3560E-12D-S	Catalyst 3560E 12 Ten GE (X2) ports, IPB software	\$20,000.00	\$8,400.00	9	\$75,600.00
S3560EVK9T-12250SE	CAT 3560E IOS UNIVERSAL WITH WEB BASED DEV MGR	\$0.00	\$0.00	9	\$0.00

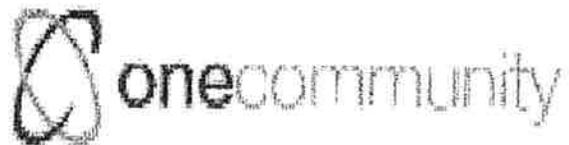
Product Number	Product Description	List Price	Unit Price	Qty	Extended Price
C3K-PWR-300WAC	Catalyst 3560E-12D and 3560E-12SD 300WAC power supply	\$0.00	\$0.00	18	\$0.00
CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	\$0.00	18	\$0.00
C3K-FAN-16CFM	Fan Module for the Catalyst 3560E-12D	\$0.00	\$0.00	36	\$0.00
X2-10GB-SR=	10GBASE-SR X2 Module	\$1,995.00	\$837.90	18	\$15,082.20
Spares					
WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	\$40,000.00	\$16,800.00	1	\$16,800.00
WS-X6708-10G-3C=	C6K 8 port 10 Gigabit Ethernet module with DFC3C (req. X2)	\$37,500.00	\$15,750.00	1	\$15,750.00
WS-X6748-GE-TX=	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	\$15,000.00	\$6,300.00	1	\$6,300.00
WS-F6700-DFC3C	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	\$7,500.00	\$3,150.00	1	\$3,150.00
WS-X6724-SFP=	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	\$15,000.00	\$6,300.00	1	\$6,300.00
WS-F6700-DFC3C	Catalyst 6500 Dist Fwd Card for WS-X67xx modules	\$7,500.00	\$3,150.00	1	\$3,150.00
WS-C6509-E-FAN=	Catalyst 6509-E Chassis Fan Tray	\$495.00	\$207.90	1	\$207.90
WS-CAC-6000W=	Cat6500 6000W AC Power Supply	\$5,000.00	\$2,100.00	1	\$2,100.00
FAN-MOD-4HS=	High-Speed Fan Module for 7604/6504-E	\$500.00	\$210.00	1	\$210.00
PWR-2700-AC/4=	2700W AC Power Supply for Cisco 7604/6504-E PwrEntryMod use w/1400W AC P/S for CISCO7603, WS-C6503	\$3,000.00	\$1,260.00	1	\$1,260.00
PEM-20A-AC+=	1400W AC pwr/sup for CISCO7603 and Catalyst WS-C6503 chassis	\$250.00	\$105.00	1	\$105.00
PWR-1400-AC=	Catalyst 6503-E Chassis Fan Tray	\$745.00	\$312.90	1	\$312.90
WS-C6503-E-FAN	Catalyst 6503-E Chassis Fan Tray	\$495.00	\$207.90	1	\$207.90
WS-X6704-10GE	Cat6500 4-port 10 Gigabit Ethernet Module (req. XENPAKs)	\$20,000.00	\$8,400.00	1	\$8,400.00
WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	\$0.00	\$0.00	1	\$0.00
Notes:	Terms: Net 60 Days			Total Price:	\$1,129,968.00
				SMARTnet:	\$0.00
				Freight:	\$0.00
Assumptions:	No SMARTNets quoted			Total Price	\$1,129,968.00

Schedule B – Healthcare Distribution Costs

Ashtabula County Medical Center	\$ 58,205.44
Coshocton County Memorial Hospital	\$ 58,205.44
East Liverpool City Hospital	\$ 58,205.44
Firelands Regional Medical Center	\$ 58,205.44
Fisher Titus Medical Center	\$ 58,205.44
Glenbeigh Hospital of Rockcreek	\$ 58,205.44
H. B. Magruder Memorial Hospital	\$ 58,205.44
Jefferson Healthcare Center	\$ 58,205.44
Memorial Hospital	\$ 58,205.44
Samaritan Regional Health System	\$ 58,205.44
The Bellevue Hospital	\$ 58,205.44
Twin City Hospital	\$ 58,205.44
UHHS Conneaut Medical Center	\$ 58,205.44
UHHS Geneva Medical Center	\$ 58,205.44
Union Hospital	\$ 58,205.44
Wooster Community Hospital	\$ 58,205.44
Total	\$ 931,287.00



**Presents a
Proposal For**

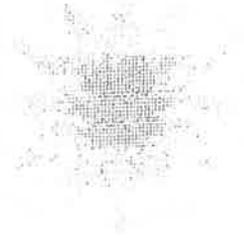


January 27, 2010

Letter of Understanding

December 31, 2009

Mr. Scot Rourke
Mr. Mark Ansboury
OneCommunity
800 W. St. Clair Ave., 2nd Floor
Cleveland, Ohio 44113



Dear Scot and Mark,

Juniper Networks is extremely excited about, and committed to, our partnership with OneCommunity. Through our interactions with the OneCommunity team, we have developed a partnership plan that provides not only best in class technology solutions but also the resources to design, implement and run the OneCommunity network throughout its lifecycle.

Within our proposal, you will find Juniper's plan to partner with OneCommunity now and well into the future. Our proposal offers the highest performance networking equipment in the industry combined with In-Kind donations for the resources to assist in the design, implementation and ongoing management of the OneCommunity network. Our interest is in building a partnership that brings lasting value to OneCommunity, Juniper and the customers that OneCommunity serves.

In order to achieve success, we believe that providing the best technology is not enough. It is for this reason that our proposal contains critical resources including:

- A fully-funded Juniper Resident Engineer onsite at OneCommunity for two years as part of the overall purchased solution
- Access to our highest level of support – inter-connecting OneCommunity's network to Juniper's JTAC for real time trouble reporting and support.
- Agility Technical Support - providing designated lifecycle program and technical resources
- Formal Training for the OneCommunity technical team

Over \$2million in In-Kind contributions to our strategic partnership are detailed below, and this is above and beyond the very aggressive discounts that Juniper has proposed for the acquisition of the Juniper product and services.

Effective immediately and to the extent permitted by law, Juniper Networks will use commercially reasonable efforts to work with our authorized resellers ("Authorized Resellers") to ensure that such Authorized Resellers extend to OneCommunity the following minimum discounts off of Juniper Networks's then-current list price on the products as represented in the table below. A higher discount may be available to OneCommunity from the Authorized Reseller, but that, and the final price at which OneCommunity purchases the Juniper Networks products described below and set forth in Attachments A and B is a matter for negotiation between OneCommunity and the Authorized Reseller. No retroactive discounts will be extended.

This letter is intended to document the mutual understanding of OneCommunity and Juniper Networks, with regard to special pricing considerations as well as other activities.

Special Pricing Consideration and Terms

Terms

- Purchase Order(s) for the Core Network by March 15, 2010
 - o Ship-to from Juniper Before April 30, 2010

- Purchase Order(s) for the Stimulus Project by June 30, 2010
 - o Ship-to from Juniper Before December 24, 2010

- For activity to begin on the delivery of the Resident Engineer, an order for the Core Network upgrade needs to be received as quickly as possible. Juniper will work with OneCommunity to hire the best candidate for the position.
- Given that it is critical to OneCommunity that the core be upgraded before the Stimulus Project begins, placing an order before the end of January allows Juniper to secure and ship the product in a timely manner.
- The two projects are not dependent on each other; however taking advantage of both provides more benefit to OneCommunity.

Conditional on
Stimulus award,
S.M.R

Special Pricing Consideration

Attachment A - "Core Upgrade Solution Summary" – includes the detailed Bill of Materials and Pricing for the OneCommunity Core Upgrade.

	Effective % Discount off List Price
Juniper Products	65%
Juniper Services	50%
In-Kind donation of a Juniper Resident Consultant for 12 Months	\$423,000.00

Stimulus Project Special Pricing Consideration

Attachment B – "Stimulus Project Solution Summary" – includes the detailed Bill of Materials and Pricing for the OneCommunity Stimulus Project.

	Minimum % Discount off List Price
Juniper MX Products	65%
Juniper EX Products	62%
Juniper Services	50%
In-Kind donation of a Juniper Resident Consultant for 12 Months	\$423,000.00
In-Kind donation of Juniper Training and Education	\$108,800.00
Juniper Credit	\$1,190,532.50

The minimum discount pricing provided above and in Attachments A and B will remain in effect between OneCommunity and Juniper Networks through December 31, 2010, assuming that the skus in question are still offered for sale by Juniper Networks.

Marketing and Press Activities

In exchange for the aggressive discounting, OneCommunity agrees to be publicly referenced by Juniper Networks as a marquis networking customer. The specific details of any press or public pronouncement will be mutually agreed upon by OneCommunity and Juniper. Activities that OneCommunity and Juniper Networks will participate in may include, but are not limited to;

- Case Studies
- Press Release

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- Inclusion (by name) in Juniper earnings release
- Reference calls from prospective/existing customers
- Participation in Juniper customer events, e.g., Enterprise Strategic Advisory Council

We are looking forward to great Partnership!

Thank you for your support of this business.

Best regards,



Mike Isler

Area Vice President, Juniper Networks

Steve Campbell

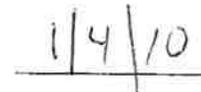
Director – US Enterprise Sales Operations

Acknowledged and Agreed



Scot Rourke

President & CEO, OneCommunity



Date

cc: Phil O'Reilly, Senior Vice President
Michael Isler, Area Vice President
Josh Nowak, Regional Director
Eric Bell, Government and Education Account Manager
Nicole Wojtaszek, Manager Sales Ops

Core Upgrade Solution Summary – Attachment A

Model #	Model Description	Qty	Unit List	Disc	Hardware Extended	Support Extended
Base Chassis						
MX960-PREMIUM-AC	Base system with redundant RE-2000, SCB, and power	3	\$ 110,000.00	65	\$ 115,500.00	
JUNOS	JUNOS Internet Software US Domestic Version (Not for Export)	3	\$ 10,000.00	65	\$ 10,500.00	
CBL-M-PWR-RA-US	AC Power Cable, US, Right Angle	12	\$ 75.00	65	\$ 315.00	
SVC-3-SD-MX960	J-Care Agility SameDay Service for MX960 Chassis (includes RE/SCB/PWR/JUNOS)	3	\$ 7,310.00	50		\$ 10,965.00
Dense-Port Concentrators (DPC)						
DPCE-R-4XGE-XFP	4x10GE Enhanced DPC for MX, requires optics sold separately	12	\$ 96,000.00	65	\$ 403,200.00	
DPCE-R-20GE-2XGE	20 Port GE + 2 port 10GE DPC with L2+L3 features, Requires Optics Sold Separately	1	\$ 120,000.00	65	\$ 42,000.00	
DPCE-R-40GE-SFP	40x1GE Enhanced DPC for MX, requires optics sold separately	2	\$ 120,000.00	65	\$ 84,000.00	
DPCE-R-40GE-TX	40 Port 10/100/1000 RJ-45 DPC with L2+L3 Features.	1	\$ 80,000.00	65	\$ 28,000.00	
SVC-3-SD-MX-DPC-R	J-Care Agility SameDay Support for MX DPC-R Line Card	16	\$ 6,977.00	50		\$ 55,816.00
MS-DPC	MultiServices MPC for the MX platforms	3	\$ 120,000.00	65	\$ 126,000.00	
SVC-3-SD-MX-MS-DPC	J-Care Agility SameDay Support for MX-MS-DPC Line Card	3	\$ 8,950.00	50		\$ 13,425.00
Licenses						
JS-LR	Logical Router Support for JUNOS	3	\$ 5,000.00	65	\$ 5,250.00	
S-ACCT-10M	10 Million Flows for MX-Series Routers, Requires MS-DPC	3	\$ 10,000.00	65	\$ 10,500.00	
Optics						
XFP-10G-L-OC192-SR1	Dual Rate 10G pluggable transceiver for 10GE and OC192, 1310nm for 10Km	30	\$4,800.00	65	\$ 50,400.00	

Letter to OneCommunity
January 27, 2010

	transmission.					
XFP-10G-E-OC192-IR2	Dual Rate 10G pluggable transceiver for 10GE and OC192, 1550nm for 40KM transmission.	4	\$10,000.00			
				65	\$ 14,000.00	
XFP-10G-Z-OC192-LR2	Dual Rate 10G pluggable transceiver for 10GE and OC192, 1550nm for 80KM transmission.	16	\$14,000.00			
				65	\$ 78,400.00	
SFP-1GE-LH	Small Form Factor Pluggable 1000Base-LH Gigabit Ethernet Optic Module	42	\$5,995.00			
				65	\$ 88,126.50	
SFP-1GE-LX	Small Form Factor Pluggable 1000Base-LX Gigabit Ethernet Optic Module	12	\$995.00			
				65	\$ 4,179.00	
SFP-1GE-SX	Small Form Factor Pluggable 1000Base-SX Gigabit Ethernet Optic Module	22	\$500.00			
				65	\$ 3,850.00	
SFP-1GE-T	Small Form Factor Pluggable 1000Base-T Gigabit Ethernet Module (uses Cat 5 cable)	8	\$395.00			
				65	\$ 1,106.00	
Resident Engineer						
PRO-RC-12MTH	Resident Consultant. 12Months	1	\$ 423,000.00		\$ 423,000.00	
Agility Annual Fee						
SVC-3-AGL-BASE	I-Care Agility Services - Annual Base Fee	1	\$ 90,000.00	50%		\$ 45,000.00
Hardware Total					\$ 1,488,326.50	
Support Total						\$ 125,206.00
In-Kind Donation	Resident Consultant. 12Months					(\$423,000.00)
Total						\$1,190,532.50

Stimulus Project Solution Summary – Attachment B

Model #	Model Description	Qty	Unit List	Disc %	Hardware Extended	Support Extended
Base Chassis						
MX960-PREMIUM-AC	Base system with redundant RE-2000, SCB, and power	4	\$ 110,000.00	65%	\$ 154,000.00	
JUNOS	JUNOS Internet Software US Domestic Version (Not for Export)	4	\$ 10,000.00	65%	\$ 14,000.00	
CBL-M-PWR-RA-US	AC Power Cable, US, Right Angle	16	\$ 75.00	65%	\$ 420.00	
SVC-3-SD-MX960	J-Care Agility SameDay Service for MX960 Chassis (includes RE/SCB/PWR/JUNOS)	4	\$ 7,310.00	50%		\$ 14,620.00
Dense-Port Concentrators (DPC)						
DPCE-R-4XGE-XFP	4x10GE Enhanced DPC for MX, requires optics sold separately	16	\$ 96,000.00	65%	\$ 537,600.00	
DPCE-R-20GE-2XGE	20 Port GE + 2 port 10GE DPC with L2+L3 features, Requires Optics Sold Separately	0	\$ 120,000.00	65%	\$ -	
DPCE-R-40GE-SFP	40x1GE Enhanced DPC for MX, requires optics sold separately	8	\$ 120,000.00	65%	\$ 336,000.00	
SVC-3-SD-MX-DPC-R	J-Care Agility SameDay Support for MX DPC-R Line Card	24	\$ 6,977.00	50%		\$ 83,724.00
Base Chassis						
MX480-PREMIUM-AC	Base system with redundant RE-2000, SCB, and power	17	\$ 107,000.00	65%	\$ 636,650.00	
JUNOS	JUNOS Internet Software US Domestic Version (Not for Export)	17	\$ 10,000.00	65%	\$ 59,500.00	
CBL-M-PWR-RA-US	AC Power Cable, US, Right Angle	68	\$ 75.00	65%	\$ 1,785.00	
SVC-3-SD-MX480	J-Care Agility SameDay Service for MX480 Chassis (includes RE/SCB/PWR/JUNOS)	17	\$ 7,034.00	50%		\$ 59,789.00

Dense-Port Concentrators (DPC)						
DPCE-R-4XGE-XFP	4x10GE Enhanced DPC for MX, requires optics sold separately	51	\$ 96,000.00	65%	\$ 1,713,600.00	
DPCE-R-20GE-2XGE	20 Port GE + 2 port 10GE DPC with L2+L3 features, Requires Optics Sold Separately	0	\$ 120,000.00	65%	\$ -	
DPCE-R-40GE-SFP	40x1GE Enhanced DPC for MX, requires optics sold separately	17	\$ 120,000.00	65%	\$ 714,000.00	
SVC-3-SD-MX-DPC-R	J-Care Agility SameDay Support for MX DPC-R Line Card	68	\$ 6,977.00	50%		\$ 237,218.00
Base Chassis						
MX480-PREMIUM-AC	Base system with redundant RE-2000, SCB, and power	23	\$ 107,000.00	65%	\$ 861,350.00	
JUNOS	JUNOS Internet Software US Domestic Version (Not for Export)	23	\$ 10,000.00	65%	\$ 80,500.00	
CBL-M-PWR-RA-US	AC Power Cable, US, Right Angle	92	\$ 75.00	65%	\$ 2,415.00	
SVC-3-SD-MX480	J-Care Agility SameDay Service for MX480 Chassis (includes RE/SCB/PWR/JUNOS)	23	\$ 7,034.00	50%		\$ 80,891.00
Dense-Port Concentrators (DPC)						
DPCE-R-4XGE-XFP	4x10GE Enhanced DPC for MX, requires optics sold separately	46	\$ 96,000.00	65%	\$ 1,545,600.00	
DPCE-R-20GE-2XGE	20 Port GE + 2 port 10GE DPC with L2+L3 features, Requires Optics Sold Separately	0	\$ 120,000.00	65%	\$ -	
DPCE-R-40GE-SFP	40x1GE Enhanced DPC for MX, requires optics sold separately	23	\$ 120,000.00	65%	\$ 966,000.00	
SVC-3-SD-MX-DPC-R	J-Care Agility SameDay Support for MX DPC-R Line Card	69	\$ 6,977.00	50%		\$ 240,706.50
Base Chassis						
EX4200-24T	EX 4200, 24-port 10/100/1000BaseT (8-ports PoE) + 320W AC PS, includes 50cm VC cable	69	\$ 6,000.00	62%	\$ 157,320.00	

EX4200-24F	EX 4200, 24-port 1000BaseX SFP + 320W AC PS (optics sold separately), includes 50cm VC cable	69	\$ 16,000.00	62%	\$ 419,520.00	
SV3-COR- EX4200-SITE	J-Care 3YR PREPAID Core NETWORK LICENSE for EX4200 (requires 100% coverage and minimum 10 units)	13 8	\$ 185.00	6%		\$ 23,998.20
Dense-Port Concentrators (DPC)						
EX-PWR-320-AC	EX 4200 and EX 3200 320W AC Power Supply (power cord needs to be ordered separately)	69	\$ 500.00		62%	\$ 13,110.00
EX-PWR-600-AC	EX 4200 and EX 3200 600W AC Power Supply (power cord needs to be ordered separately)	69	\$ 1,000.00		62%	\$ 26,220.00
EX-UM-2XFP	EX 4200 and EX 3200 2-Port 10G XFP Uplink Module (optics sold separately)	69	\$ 2,000.00		62%	\$ 52,440.00
CBL-EX-PWR- C13-US	Power Cable, US	13 8	\$ 50.00		62%	\$ 2,622.00
Base Chassis						
EX3200-24T	EX 3200, 24-port 10/100/1000BaseT (8- ports PoE) + 320W AC PS	11 3	\$ 3,000.00	62%	\$ 128,820.00	
SV3-COR- EX3200-SITE	J-Care 3YR PREPAID Core NETWORK LICENSE for EX3200 (requires 100% coverage and minimum 10 units)	11 3	\$ 130.00	6%		\$ 13,808.60
Base Chassis						
EX4200-24T	EX 4200, 24-port 10/100/1000BaseT (8- ports PoE) + 320W AC PS, includes 50cm VC cable	3	\$ 6,000.00	62%	\$ 6,840.00	
EX4200-24F	EX 4200, 24-port 1000BaseX SFP + 320W AC PS (optics sold separately), includes 50cm VC cable	3	\$ 16,000.00	62%	\$ 18,240.00	

Letter to OneCommunity
January 27, 2010

SV3-COR-EX4200-SITE	J-Care 3YR PREPAID Core NETWORK LICENSE for EX4200 (requires 100% coverage and minimum 10 units)	6	\$ 185.00	6%		\$ 1,043.40
EX3200-24T	EX 3200, 24-port 10/100/1000BaseT (8-ports PoE) + 320W AC PS	3	\$ 3,000.00	62%	\$ 3,420.00	
SV3-COR-EX3200-SITE	J-Care 3YR PREPAID Core NETWORK LICENSE for EX3200 (requires 100% coverage and minimum 10 units)	3	\$ 130.00	6%		\$ 366.60
EX-PWR-320-AC	EX 4200 and EX 3200 320W AC Power Supply (power cord needs to be ordered separately)	3	\$ 500.00	62%	\$ 570.00	
EX-PWR-600-AC	EX 4200 and EX 3200 600W AC Power Supply (power cord needs to be ordered separately)	3	\$ 1,000.00	62%	\$ 1,140.00	
EX-UM-2XFP	EX 4200 and EX 3200 2-Port 10G XFP Uplink Module (optics sold separately)	3	\$ 2,000.00	62%	\$ 2,280.00	
Resident Engineer						
PRO-RC-12MTH	Resident Consultant. 12Months	1	\$ 423,000.00		\$ 423,000.00	
Training						
EDU-ONS-ADV	Onsite advanced training with remote access to Juniper Training Lab. Per day rate for dedicated courses held at customer or partner site without equipment. Maximum of 12 students for ERX Edge Routers, and 16 students for M&T Series platforms. All expenses for instructor travel within North America included. International locations (outside of U.S. and Canada) require an additional day of billing to cover higher travel expenses.	10	\$ 8,000.00		\$ 80,000.00	
EDU-BUNDLE-60	Education Bundle - 60 classroom training days	1	\$ 28,800.00		\$ 28,800.00	
Hardware Total					\$ 8,987,762.00	
Support Total						\$ 756,165.30
Total						\$9,743,927.30
In-Kind	Resident Consultant. 12Months	1				(\$423,000.00)

Letter to OneCommunity
 January 27, 2010

Donation						
In-Kind Donation	Onsite advanced training	10				<i>(\$80,000.00)</i>
In-Kind Donation	Education Bundle - 60 classroom training days	1				<i>(\$28,800.00)</i>
In-Kind Donation	Credit for Core Network Purchase	1				<i>(\$1,190,532.50)</i>
Grand Total						\$8,021,594.80



Cisco Systems, Inc.
170 West Tasman Drive San
Jose, CA 95134 Phone: 408
526-4000 Toll Free: 800
553-6387 Fax: 408 527-
2022 <http://www.cisco.com>

Scot Rourke
President and Chief Executive Officer
OneCommunity
800 West St. Clair Ave.
Second Floor
Cleveland, Ohio 44113

RE: MEMORANDUM OF UNDERSTANDING (MOU)
OneCommunity Trusted Advisor Relationship with Cisco Systems, Inc.

Dear Mr. Rourke,

Representatives of Cisco Systems, Inc. ("Cisco") and OneCommunity, (a not-for-profit 501(c) (3) corporation), have discussed proposed a Cooperative Partnership between OneCommunity, located in Cleveland Ohio, and Cisco Systems, Inc. to successfully implement Smart and Connected Community pilot networks in the Northern Ohio region ("Region"). The parties intend that this Memorandum of Understanding ("MOU") summarize the preliminary framework discussions of the parties with respect to a proposed designation of Cisco as a Trusted Partner to OneCommunity in support of OneCommunity's efforts to leverage enabling technologies that generate economic development, enhanced quality of life and reduced re-occurring costs in Northern Ohio. This MOU is intended to facilitate further discussion pending preparation of a formal written agreement which embodies the final understanding between the parties on this subject matter. ("Agreement")

This MOU is effective as of the date of last signature below ("Effective Date") and sets forth certain non-binding business terms and certain binding terms between OneCommunity and Cisco (hereinafter, each a "Party" or together, "the Parties") with regards to the proposed discussions.

A. Northern Ohio Regional Governments

OneCommunity's current Program was created to develop the Region into an exemplary area of shared services and technological innovation and collaboration in the areas of healthcare, education and public services. One Community intends to serve a large geographic area to generate enhanced quality of life, economic development and reduced local government expenses.

At the heart of the project are networking and other well-established technologies. These technologies facilitate the above-mentioned initiatives that leverage the speed, storage capacity

and vastness of the Internet. This technological framework not only drives the free exchange of content among educational, research and healthcare communities, but also enhances and broadens that dialogue by bringing together disparate communities and municipal departments in a manner that is not as pronounced in traditional settings.

Critical to the continuing success of this Program is the ability to remain at the forefront of networking technology to deliver 21st century applications through enhancement of the current offerings to homes, business, healthcare and educational institutions.

B. Trusted Advisor Role

With these goals in mind, OneCommunity and Cisco Systems, Inc. have agreed to work together to accelerate the deployment of networking technologies for this initiative in a manner that creates a proof source for both entities to leverage in their future endeavors.

The Trusted Advisor role engages Cisco in a collaborative effort with the OneCommunity team with the goal of establishing a Program Management Office (PMO) that is jointly staffed. This office will implement 21st century best practices in project planning, implementation and ongoing technical support.

Exhibit A Cooperation & Participation
Exhibit B Strategic Support

The framework set forth in this MOU (excluding Section C, below), and Exhibits A through B are non-binding and will be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of either Party. To that end, the Parties agree that they will in good faith commit resources consistent with the spirit and intent of this nonbinding MOU to develop a final agreement setting forth the specific understandings and commitments of the parties.

C. BINDING TERMS

The Parties hereby acknowledge and agree that the following subsections under this Section C (Binding Terms) shall be binding and create legal rights and obligations on the Parties and shall survive any termination of this MOU:

C.1. Confidentiality

There shall be no disclosure of or reference to any part of this MOU at any time during or after expiration or termination of the MOU without the prior written approval of the other Party. This MOU and its contents and any other proprietary or confidential information in connection with the subject matter of this MOU provided to either Party prior to the

execution of this MOU or during the term of this MOU shall be treated as confidential in accordance with the terms of the Mutual Non-Disclosure Agreement between the Parties attached hereto as Exhibit D ("NDA").

C.2. Ownership & Title

Cisco shall at all times retain all right, title and interest in and to all pre-existing intellectual property, as defined below, ("Intellectual Property") provided by Cisco on or after the Effective Date of this MOU, and in and to all Intellectual Property developed as a result of its performance under this MOU, or other Intellectual Property provided or developed by Cisco or a third party on Cisco's behalf for purposes of its obligations under this MOU, including future product or technology roadmaps, business architectures, and/or engineering designs.

"Intellectual Property" means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

C.3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

C.4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution by the parties of the final Agreement; (2) written notice by one Party to the other of termination of this MOU; or (3) twelve (12) months after the effective date of this MOU.

The Parties hereby acknowledge and agree that either Party may unilaterally terminate negotiations under this MOU at any time without any obligation or liability by giving the other party written notice, with the exception that the obligations under this Section C shall survive termination for a period of five (5) years.

C.5. No Reimbursement Obligation

The Parties agree to proceed at their own risk and expense regarding the subject matter of this MOU prior to finalization of the Agreement.

C.6. Limitation of Liability

Except as to those binding obligations under this Section C, each party agrees that it shall not be entitled to any damages of any kind in the event that the other party determines, in

its sole discretion, not to pursue the relationship described in this MOU, provided however that the Parties remain bound by these obligations set forth in Section C.

EXCEPT WITH RESPECT TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES BASED ON THEIR RESPECTIVE INTELLECTUAL PROPERTY RIGHTS AND TO THEIR OBLIGATIONS UNDER THE NDA, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DAMAGES OR OTHER RELIEF WHATSOEVER.

C.7. Governing Law

This MOU shall be controlled by and construed under the laws of the State of California and the United States without giving effect to any conflicts of laws principles that would result in the application of the laws of a different jurisdiction, and the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written.

ACCEPTED AND AGREED:

CISCO SYSTEMS, INC.

By: [Signature]
Name: Cecilia Li
Title: VP, DIRECTOR, FINANCE

Date: 11/21/09

Address for Notices:

Cisco Systems, Inc.
Legal Notices - Office of Counsel
170 West Tasman Drive
San Jose, CA 95134-1706

ACCEPTED AND AGREED:

OneCommunity

By: [Signature]
Name: Scot Rourke
Title: President and CEO

Date: 11/30/09

Address for Notices:

800 W. St. Clair Ave., 2nd Floor
Cleveland, OH 44113
216-923-2230

EXHIBIT A

ONECOMMUNITY

COLLABORATION & PARTICIPATION

The spirit of the Trusted Advisor role of Cisco as further described in this Exhibit A is to foster collaboration and participation by Cisco with OneCommunity. The Parties' intent is that the final Agreement will set forth the process and obligations of each Party with respect to collaboration and sharing of best practices, establishing Connected Communities proof sources and emerging technologies to inform the strategic plan for transformation of the current infrastructure.

The Parties' preliminary discussion of that intended final framework includes:

A. Trusted Advisor Role - Introduction

OneCommunity will appoint Cisco as an official member of the OneCommunity strategic team advising the Northern Ohio Consortium of counties ("Consortium") in developing a targeted enhancement effort. Each Party would identify an individual to serve as its primary liaison for the purpose of coordinating their respective efforts. The OneCommunity team would introduce and facilitate Cisco's Trusted Advisor team to the extended team by appropriate, mutually agreed upon means, e.g.:

- > Issuing an internal, introductory announcement of Cisco's Trusted Advisor role to the extended OneCommunity team and Region's leadership;
- > Facilitating individual meetings with the key stakeholders of the Region to establish them as a credible resource.
- > Coordinating PMO activities with Region personnel to accelerate the programs key milestones and goals.
- > Any internal announcement of the Trusted Advisory Relationship will be subject to mutual review and approval of the parties.

EXHIBIT B

ONECOMMUNITY

STRATEGIC INITIATIVE SUPPORT

The spirit of the Trusted Advisor Relationship between Cisco and OneCommunity as described in this Exhibit B is that Cisco may be able to lend strategic support in terms of: a) Program Management Office resources and support; b) assisting OneCommunity in implementing the necessary hardware and software solutions to recognize the Consortium's goals; and c) facilitating adoption and implementation of the strategic applications across the Consortium's member counties. The amount and mechanism for Cisco furnishing that support will be set forth on mutual agreement of the Parties in the final Agreement.

The Parties' preliminary discussions are focused on the following elements:

A. Northern Ohio Regional Governments Technology Adoption

A critical component to the success of the project is the adoption of the network as a single unifying platform for communications and delivery of services. The Parties envision a cooperative dialogue, actions and capital investment by the local governments to that end. Upon completion, the Parties would reduce to writing an overall strategic best practices summary and reference architectures/applications for the proliferation of Smart + Connected Communities.

The Parties would mutually review the Region's final strategic initiatives and programs and, subject to mutual agreement by the Parties, identify appropriate initiative(s) for the purposes of additional strategic support from Cisco for those initiatives that align with Cisco's Smart + Connected Communities mission.

B. Additional Cisco Strategic Support

The form of support from Cisco will be finally determined by the Parties and set forth in the final Agreement, but the Parties as a result of preliminary discussions believe that it will include one or more of the following:

1. Shared Services Projects:**A. Cuyahoga County Shared Services Project**

The Parties agree to collaborate on the development and implementation of the Cuyahoga County shared services network. This is a short range (3 to 9 months) project intended to deliver a robust network foundation with primary applications to be shared voice and collaboration services. Secondary applications (upon customer approval) could be: Smart Real Estate, Safety and Security and Healthcare.

B. Akron, Ohio Shared Services Project

The Parties agree to collaborate on the development and implementation of the Akron, Ohio shared services network. This is a short range (3 to 9 months) project intended to deliver a robust network foundation with primary applications to be shared voice, collaboration and security services for the new BIO Innovation corridor and other city Economic Development areas (such as the new Goodyear facility). Secondary applications (upon customer approval) could be: Smart Real Estate, Energy Management and Healthcare.

2. "Institute Healthcare Showcase"

The Parties agree to collaborate on the development and implementation of the Cleveland Institute's Healthcare Showcase. This is a long range (approximately three year) project that is intended to reside in the MedMart facility in Cleveland, Ohio.

3. Smart Community Posture Assessment

The Parties agree to collaborate on the development and implementation of a standardized Posture Assessment that will serve as a benchmark for communities to understand their readiness (and mitigation opportunities) in providing the foundational infrastructure to deliver 21st century healthcare, education, citizen and business services.

4. Donation of Cisco Product and/or Services

The parties believe that certain of the OneCommunity strategic initiatives may also align with the advancement of the Smart + Connect Communities mission of Cisco.

Due to its position within the industry, Cisco may make available, at its discretion and sole option, certain in-kind donations of networking technology product and/or services in support of OneCommunity's value proposition to building connected communities. These contributions may be provided to OneCommunity and/or the local governments, as Cisco determines appropriate, for use solely within proof source projects. The contributions will not exceed \$ 500,000.00 in total value. The exact nature of any such contribution made, if any, will be set forth in a separate written Agreement executed between Cisco and the intended recipient, with the donation value established by reference to Cisco's current US list price for the product and/or services. Cisco will use best efforts to provide OneCommunity with periodic report(s) of any in-kind donations made by Cisco under this paragraph # 4.

EXHIBIT C**MUTUAL NON-DISCLOSURE AGREEMENT**

Between

Cisco Systems, Inc.

and OneCommunity

This Non-Disclosure Agreement ("Agreement") is entered into on as of the date of last signature, below ("Effective Date"), between Cisco Systems, Inc. a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California 95134-1706 (and its direct and indirect majority-owned subsidiaries), ("Cisco") and OneCommunity, a non-profit organization having its principal place of business at 800 West St. Clair Ave., Second Floor, Cleveland, Ohio, 44113.

In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information to each other, the parties to this Agreement agree as follows:

1.0 DEFINITION.

"Confidential Information" means the terms and conditions of this Agreement, the existence of the discussions between the parties, the information described in Section 2 below, and any other information concerning the Purpose defined below, including but not limited to, information regarding each party's product plans, product designs, product costs, product prices, finances, marketing plans, business opportunities, personnel, research and development activities, know-how and pre-release products; provided that information disclosed by the disclosing party ("Disclosing Party") in written or other tangible form will be considered Confidential Information by the receiving party ("Receiving Party") only if such information is conspicuously designated as "Confidential," "Proprietary" or a similar legend. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by any affiliate or agent of the Disclosing Party is subject to this Agreement.

2.0 DESCRIPTION.

The Confidential Information to be disclosed under this Agreement is described as follows:

Cisco: Cisco Intellectual Property, including but not limited to: Future product or service offerings prior to public release; Smart and Connected Communities future product roadmaps or business plans; technical architectures or network diagrams; any information requiring user ID and/or password access on www.cisco.com

Other party: OneCommunity Intellectual Property, including but not limited to: Pricing and network design, architecture, diagrams and traffic routing schemas; OneCommunity's future product roadmaps or business plans; OneCommunity Request for Proposal solicitations or responses prior to public release; Customer and prospect data; Financial information including grant or other funding opportunities; any information requiring user ID and/or password access on the OneCommunity Intranet, specifically, but not limited to data available on IP addresses 69.54.62.0 – 69.54.62.127.

3.0 PURPOSE.

The Receiving Party may use the Confidential Information solely for the purpose of ("Purpose"):

Cisco: Advancement of the Smart and Connected Communities business model

CISCO CONFIDENTIAL INFORMATION

Other party: Advancement of the Smart and Connected Communities business model

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4.0 DISCLOSURE.

The Receiving Party shall not disclose the Confidential Information to any third party other than employees and contractors of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party shall have entered into non-disclosure agreements with such employees and contractors having obligations of confidentiality as strict as those herein prior to disclosure to such employees and contractors to assure against unauthorized use or disclosure.

5.0 EXCEPTIONS TO CONFIDENTIAL INFORMATION.

The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; or (v) is transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Confidential Information. Further, the Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party: (a) prior written notice of such obligation; and (b) the opportunity to oppose such disclosure or obtain a protective order.

6.0 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.

Upon written request by the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) business days of receipt of request; and (iii) upon request of the Disclosing Party, confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7.0 INDEPENDENT DEVELOPMENT.

The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Receiving Party from developing or having developed for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development. Neither party shall have any obligation to limit or restrict the assignment of its employees or consultants as a result of their having had access to Confidential Information of the other party. Further, "Residual Information" means any information that is retained in the unaided memories of the Receiving Party's personnel without ongoing use of the Disclosing Party's Confidential Information in written, electronic or other fixed form. An individual's memory is unaided if the individual has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it. Subject to Section 8, the subsequent use by these persons of such Residual Information shall not constitute a breach of this Agreement.

8.0 NO LICENSES.

Each party shall retain all right, title and interest to such party's Confidential Information. Notwithstanding anything to the contrary, no license under any trademark, mask work rights, patent rights or copyright, or application for same which are now or thereafter may be obtained by a party is either granted or implied in this Agreement.

9.0 DISCLAIMER

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT

SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

10.0 EXPORT.

The parties acknowledge that the Confidential Information disclosed by each of them under this Agreement may be subject to export controls under the laws of the United States. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other party without first obtaining all required United States authorizations or licenses.

11.0 TERM.

This Agreement shall continue from the "Effective Date" written above until terminated by either party by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, the obligations of the Receiving Party concerning confidentiality shall terminate five (5) years following receipt of the Confidential Information.

12.0 GENERAL.

Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunctive relief may be appropriate to protect such Confidential Information.

The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party.

The parties hereto are independent contractors. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

This Agreement may only be modified in writing and must be signed by both parties.

This Agreement shall be controlled by and construed under the laws of the State of California and the United States without giving effect to any conflicts of laws principles that would result in the application of the laws of a different jurisdiction, and the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California shall have exclusive jurisdiction over any claim arising under this Agreement. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

CISCO SYSTEMS, INC.

ONECOMMUNITY

By <u><i>Ronald H. Schwarz</i></u>	By <u><i>Scott M. Rourke</i></u>
Name <u>Ronald H. Schwarz</u>	Name <u>Scott M. Rourke</u>
Title <u>Director</u>	Title <u>President and CEO</u>
Date <u>12-22-09</u>	Date <u>11/30/09</u>

BTOP Comprehensive Community Infrastructure Detailed Budget

Please complete the General Budget Overview and Detailed Project Costs worksheets.

Please refer to the Comprehensive Community Infrastructure Grant Guidance for detailed instructions on the completing this upload.

Applicants are required to provide this upload as an Excel file, and not to convert it to a PDF prior to upload. Applicants should not alter the layout of the provided templates, except to insert additional line-items as needed in the Detailed Project Costs worksheet.

General Budget Overview

Budget	Federal Funding Request	Matching Funds (Cash)	Matching Funds (In-Kind)	Budget TOTAL	Last Mile Allocation	Middle Mile Allocation	Allocated TOTAL
Network & Access Equipment (switching, routing, transport, access)	\$9,948,469	\$3,407,363	\$2,767,831	\$16,123,663	\$1,818,422.64	\$14,305,240.32	\$16,123,663
Outside Plant (cables, conduits, ducts, poles, towers, repeaters, etc.)	\$14,504,846	\$1,301,319	\$250,000	\$16,056,165	\$3,936,143.42	\$12,120,021.21	\$16,056,165
Buildings and Land – (new construction, improvements, renovations, lease)	\$0	\$0	\$0	\$0	\$0.00	\$0.00	\$0
Customer Premise Equipment (modems, set-top boxes, inside wiring, etc.)	\$0	\$80,250	\$0	\$80,250	\$55,250.00	\$25,000.00	\$80,250
Billing and Operational Support Systems (IT systems, software, etc.)	\$35,000	\$150,000	\$0	\$185,000	\$0.00	\$185,000.00	\$185,000
Operating Equipment (vehicles, office equipment, other)	\$0	\$138,000	\$0	\$138,000	\$0.00	\$138,000.00	\$138,000
Engineering/Professional Services (engineering design, project management, consulting, etc.)	\$20,193,847	\$15,494,088	\$900,000	\$36,587,935	\$9,009,353.69	\$27,578,581.29	\$36,587,935
Testing (network elements, IT system elements, user devices, test generators, lab furnishings, servers/computers, etc.)	\$0	\$460,203	\$115,000	\$575,203	\$14,365.68	\$560,837.69	\$575,203
Site Preparation	\$0	\$100,000	\$0	\$100,000	\$0.00	\$100,000.00	\$100,000
Other	\$111,884	\$24,379	\$0	\$136,263	\$0.00	\$136,263.04	\$136,263
TOTAL BROADBAND SYSTEM:	\$44,794,046	\$21,155,602	\$4,032,831	\$69,982,479	\$14,833,535	\$55,148,944	\$69,982,479
Cost Share Percentage:	64.01%	30.23%	5.76%				

DETAIL OF PROJECT COSTS

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

SERVICE AREA or COMMON NETWORK FACILITIES:		Match (Cash/In-kind)	Unit Cost	No. of Units	Total Cost	Last Mile Allocation	Middle Mile Allocation	Allocated Total	SF-424C Budget Category	Support of Reasonableness
NETWORK & ACCESS EQUIPMENT					\$16,123,663	\$1,818,423	\$14,305,240	\$16,123,663		
Switching					\$0			\$0		
	OARnet Mesh Upgrade: Phase I	In-kind Match	\$1,890,404.98	1	\$1,890,405		\$1,890,404.98	\$1,890,405	10. Equipment	
	Mesh Upgrade Phase II - OneComm Portion		\$92,888.89	1	\$92,889		\$92,888.89	\$92,889	10. Equipment	
	Mesh Upgrade Phase II - OneComm Portion	Cash Match	\$39,809.52	1	\$39,810		\$39,809.52	\$39,810	10. Equipment	
					\$0			\$0		
Routing					\$0			\$0		
NC6	Juniper MX MPLS Core 2 Degree	Cash Match	\$142,215.72	8	\$1,137,726		\$1,137,725.76	\$1,137,726	10. Equipment	
NC5	Juniper MX MPLS Core 3 Degree		\$145,715.72	7	\$1,020,010		\$1,020,010.04	\$1,020,010	10. Equipment	
NC4	Juniper MX MPLS Core 4 Degree		\$150,615.72	4	\$602,463		\$602,462.88	\$602,463	10. Equipment	
NC3	Juniper MX MPLS Core 5 Degree		\$226,215.72	1	\$226,216		\$226,215.72	\$226,216	10. Equipment	
NC2	Juniper MX MPLS Core 6 Degree		\$226,215.72		\$0		\$0.00	\$0	10. Equipment	
NC1	Juniper MX MPLS Core 7 Degree		\$226,215.72		\$0		\$0.00	\$0	10. Equipment	
NC4	Juniper MX MPLS Core 4 Degree OARnet	In-kind Match	\$150,615.72	4	\$602,463		\$602,462.88	\$602,463	10. Equipment	
PS01	Router RMS (Central Site)	In-kind Match	\$28,704.00	1	\$28,704		\$28,704.00	\$28,704	10. Equipment	
PS02	Router LMR (Central Site)	In-kind Match	\$7,195.00	1	\$7,195		\$7,195.00	\$7,195	10. Equipment	
PS03	Router RMS/LMR (Per Regional Site)	In-kind Match	\$25,504.00	1	\$25,504		\$25,504.00	\$25,504	10. Equipment	
PS04	Router LMR (Per LMR Gateway Site)	In-kind Match	\$8,340.00	4	\$33,360		\$33,360.00	\$33,360	10. Equipment	
PS1	Router RMS (Central Site)		\$28,704.00	2	\$57,408		\$57,408.00	\$57,408	10. Equipment	
PS2	Router LMR (Central Site)		\$7,195.00	2	\$14,390		\$14,390.00	\$14,390	10. Equipment	
PS3	Router RMS/LMR (Per Regional Site)		\$25,504.00	6	\$153,024		\$153,024.00	\$153,024	10. Equipment	
PS4	Router LMR (Per LMR Gateway Site)		\$8,340.00	50	\$417,000		\$417,000.00	\$417,000	10. Equipment	
					\$0			\$0		
					\$0			\$0		
Transport					\$0			\$0		
NC6	Flashwave 9500 2 Degree ROADM		\$188,930.98	8	\$1,511,448		\$1,511,447.84	\$1,511,448	10. Equipment	
NC5	Flashwave 9500 3 Degree ROADM		\$259,621.97	7	\$1,817,354		\$1,817,353.79	\$1,817,354	10. Equipment	
NC4	Flashwave 9500 4 Degree ROADM		\$273,048.52	4	\$1,092,194		\$1,092,194.08	\$1,092,194	10. Equipment	
NC3	Flashwave 9500 5 Degree ROADM		\$426,396.50	1	\$426,397		\$426,396.50	\$426,397	10. Equipment	
NC2	Flashwave 9500 6 Degree ROADM		\$517,758.49		\$0			\$0	10. Equipment	
NC1	Flashwave 9500 7 Degree ROADM		\$596,108.48		\$0			\$0	10. Equipment	
NC5	Flashwave 9500 3 Degree ROADM		\$259,621.97	2	\$519,244		\$519,243.94	\$519,244	10. Equipment	
	TCCSA to Akron (Wooster)		\$179,474.75	1	\$179,475		\$179,474.75	\$179,475	10. Equipment	
	Backbone Upgrade - Wave Service		\$470,467.73	1	\$470,468		\$470,467.73	\$470,468	10. Equipment	
	TCCSA to Akron (Wooster)	Cash Match	\$76,917.75	1	\$76,918		\$76,917.75	\$76,918	10. Equipment	
	Backbone Upgrade - Wave Service	Cash Match	\$201,629.03	1	\$201,629		\$201,629.03	\$201,629	10. Equipment	
	Lorain Champion Passive DWDM		\$369,711.19	1	\$369,711		\$369,711.19	\$369,711	10. Equipment	
	Lorain Champion Passive DWDM	Cash Match	\$158,447.65	1	\$158,448		\$158,447.65	\$158,448	10. Equipment	
Access					\$0			\$0		
NC8	Juniper EX 3200 - 1 Gbps Diverse	Cash Match	\$4,465.84	234	\$1,045,007	\$1,045,006.56		\$1,045,007	10. Equipment	
NC7	Juniper EX 3200 - 10 Gbps Diverse	Cash Match	\$9,899.84	33	\$326,695	\$326,694.72		\$326,695	10. Equipment	
NC8	Juniper EX 3200 - 1 Gbps Diverse MCFN	Cash Match	\$4,465.84	81	\$361,733	\$361,733.04		\$361,733	10. Equipment	
NC7	Juniper EX 3200 - 10 Gbps Diverse MCFN	Cash Match	\$9,899.84	6	\$59,399	\$59,399.04		\$59,399	10. Equipment	
Other					\$0			\$0		
PS05	Server Options and Maintenance (Central Site)	In-kind Match	\$141,920.00	1	\$141,920		\$141,920.00	\$141,920	10. Equipment	
PS06	PMC Client Options and Maintenance (Per Additional User)	In-kind Match	\$2,394.00	6	\$14,364		\$14,364.00	\$14,364	10. Equipment	
PS07	Additional Radio Channels and Maintenance (Per Additional Channel)	In-kind Match	\$2,154.00	6	\$12,924		\$12,924.00	\$12,924	10. Equipment	
PS08	Additional Dial Ports & Maintenance (Per Additional Dial Port)	In-kind Match	\$2,154.00	4	\$8,616		\$8,616.00	\$8,616	10. Equipment	
PS09	IP Phone Clients and Maintenance (Per additional IP Phone Service User)	In-kind Match	\$594.00	4	\$2,376		\$2,376.00	\$2,376	10. Equipment	
PS5	Server Options and Maintenance (Central Site)		\$141,920.00	2	\$283,840		\$283,840.00	\$283,840	10. Equipment	
PS6	PMC Client Options and Maintenance (Per Additional User)		\$2,394.00	150	\$359,100		\$359,100.00	\$359,100	10. Equipment	
PS7	Additional Radio Channels and Maintenance (Per Additional Channel)		\$2,154.00	50	\$107,700		\$107,700.00	\$107,700	10. Equipment	
PS8	Additional Dial Ports & Maintenance (Per Additional Dial Port)		\$2,154.00	50	\$107,700		\$107,700.00	\$107,700	10. Equipment	
PS9	IP Phone Clients and Maintenance (Per additional IP Phone Service User)		\$594.00	150	\$89,100		\$89,100.00	\$89,100	10. Equipment	
NC8	Miscellaneous Materials		\$95.84	234	\$22,427	\$22,426.56		\$22,427	10. Equipment	

NC7	Miscellaneous Materials		\$95.84	33	\$3,163	\$3,162.72		\$3,163	10. Equipment
NC6	Miscellaneous Materials		\$287.52	8	\$2,300		\$2,300.16	\$2,300	10. Equipment
NC5	Miscellaneous Materials		\$287.52	7	\$2,013		\$2,012.64	\$2,013	10. Equipment
NC4	Miscellaneous Materials		\$287.52	4	\$1,150		\$1,150.08	\$1,150	10. Equipment
NC3	Miscellaneous Materials		\$287.52	1	\$288		\$287.52	\$288	10. Equipment
NC2	Miscellaneous Materials		\$287.52		\$0			\$0	10. Equipment
NC1	Miscellaneous Materials		\$287.52		\$0			\$0	10. Equipment
OUTSIDE PLANT					\$16,056,165	\$3,936,143	\$12,120,021	\$16,056,165	
Cables					\$0			\$0	
	144 Count Armored Fiber		\$1.10	2,238,720	\$2,462,592		\$2,462,592	\$2,462,592	10. Equipment
	24 Count Armored Fiber		\$0.30	1,679,040	\$503,712	\$503,712		\$503,712	10. Equipment
	144 Count Armored Fiber MCFN		\$1.10	797,280	\$877,008		\$877,008	\$877,008	10. Equipment
	OARnet Cleveland-Youngstown		\$252,000.00	1	\$252,000		\$252,000	\$252,000	10. Equipment
	OARnet Youngstown-Canton		\$252,000.00	1	\$252,000		\$252,000	\$252,000	10. Equipment
	OARnet Canton-Akron		\$252,000.00	1	\$252,000		\$252,000	\$252,000	10. Equipment
	OARnet Akron-Cleveland		\$252,000.00	1	\$252,000		\$252,000	\$252,000	10. Equipment
	OARnet Cleveland-Youngstown	Cash Match	\$108,000.00	1	\$108,000		\$108,000	\$108,000	10. Equipment
	OARnet Youngstown-Canton	Cash Match	\$108,000.00	1	\$108,000		\$108,000	\$108,000	10. Equipment
	OARnet Canton-Akron	Cash Match	\$108,000.00	1	\$108,000		\$108,000	\$108,000	10. Equipment
	OARnet Akron-Cleveland	Cash Match	\$108,000.00	1	\$108,000		\$108,000	\$108,000	10. Equipment
	6 Count Fiber IRU Lorain Community College		\$708,759.26	1	\$708,759		\$708,759	\$708,759	10. Equipment
	6 Count Fiber IRU Lorain Community College	Cash Match	\$303,753.97	1	\$303,754		\$303,754	\$303,754	10. Equipment
	2 Count Fiber IRU Lorain Community College	In-kind Match	\$250,000.00	1	\$250,000	\$250,000		\$250,000	10. Equipment
Conduits					\$0			\$0	
	Conduit 2 inch MM		\$0.68	1,045,651	\$711,043		\$711,043	\$711,043	10. Equipment
	Conduit 2 inch LM		\$0.68	535,670	\$364,255	\$364,255		\$364,255	10. Equipment
	Conduit 2 inch MM MCFN		\$0.68	318,912	\$216,860		\$216,860	\$216,860	10. Equipment
Ducts					\$0			\$0	
					\$0			\$0	
					\$0			\$0	
Poles					\$0			\$0	
	Permits/Make Ready MM		\$200.00	12,675	\$2,535,000		\$2,535,000	\$2,535,000	2. Land, structures
	Permits/Make Ready LM		\$200.00	8,634	\$1,726,800	\$1,726,800		\$1,726,800	2. Land, structures
Towers					\$0			\$0	
					\$0			\$0	
					\$0			\$0	
Vaults					\$0			\$0	
	Fiber Vaults	Cash Match	\$455.00	1,243	\$565,565		\$565,565	\$565,565	10. Equipment
					\$0			\$0	
					\$0			\$0	
Other					\$0			\$0	
	Materials MM		\$0.65	3,537,600	\$2,299,440		\$2,299,440	\$2,299,440	10. Equipment
	Materials LM		\$0.65	1,679,040	\$1,091,376	1,091,376		\$1,091,376	10. Equipment

COMMON		Match	Unit Cost	No. of	Total Cost	Last Mile	Middle Mile	Allocated Total	SF-424C Budget	Support of Reasonableness
BUILDINGS					\$0	\$0	\$0	\$0		
New Construction					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Pre-Fab Huts					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Improvements &					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Other					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
CUSTOMER PREMISE EQUIPMENT					\$80,250	\$55,250	\$25,000	\$80,250		
Modems					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Set Top Boxes					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
Inside Writing					\$0			\$0		
	Collocation Site Connection	Cash Match	\$1,250.00	20	\$25,000		\$25,000	\$25,000	7. Site work	
	Anchor Site Connection	Cash Match	\$250.00	221	\$55,250	\$55,250		\$55,250	7. Site work	
Other					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
					\$0			\$0		
BILLING SUPPORT AND OPERATIONS SUPPORT SYSTEMS					\$185,000	\$0	\$185,000	\$185,000		
Billing Support					\$0			\$0		
	Billing Integration	Cash Match	\$25,000.00	1	\$25,000		\$25,000	\$25,000	11. Misc.	
					\$0			\$0		
Customer Care	Network Management		\$35,000.00	1	\$35,000		\$35,000	\$35,000	11. Misc.	
	Customer Service Back Office	Cash Match	\$125,000.00	1	\$125,000		\$125,000	\$125,000	11. Misc.	
					\$0			\$0		
Other Support					\$0			\$0		
					\$0			\$0		
					\$0			\$0		

COMMON		Match	Unit Cost	No. of	Total Cost	Last Mile	Middle Mile	Allocated Total	SF-424C Budget	Support of Reasonableness
OPERATING EQUIPMENT					\$138,000	\$0	\$138,000	\$138,000		
Vehicles										
	Installation/Equipment Van	Cash Match	\$46,000.00	3	\$138,000		\$138,000	\$138,000	10. Equipment	
Office Equipment /										
Other										
PROFESSIONAL SERVICES					\$36,587,935	\$9,009,354	\$27,578,581	\$36,587,935		
Engineering										
	Design Engineering & Planning	In-kind Match	\$250.00	1800	\$450,000		\$450,000	\$450,000	5. Other archit. and engr.	
	Outside Plant Engineering		\$125.00	1008	\$126,000		\$126,000	\$126,000	5. Other archit. and engr.	
	Network Engineering		\$165.00	768	\$126,720		\$126,720	\$126,720	5. Other archit. and engr.	
	Site Planning		\$125.00	96	\$12,000	\$12,000		\$12,000	5. Other archit. and engr.	
	Outside Plant Engineering		\$125.00	528	\$66,000	\$66,000		\$66,000	5. Other archit. and engr.	
	Capacity Engineering & Customer Engineering	In-kind Match	\$250.00	1800	\$450,000	\$450,000		\$450,000	5. Other archit. and engr.	
Project										
	Project/Construction Management MM		\$125.00	8376	\$1,047,000		\$1,047,000	\$1,047,000	9. Construction	
	Project/Construction Management LM		\$125.00	528	\$66,000	\$66,000		\$66,000	9. Construction	
Consulting										
	Construction Services MM Aerial		\$4.37	1,666,736	\$7,283,637		\$7,283,637	\$7,283,637	9. Construction	
	Construction Services MM Underground		\$4.70	1,866,163	\$8,770,967		\$8,770,967	\$8,770,967	9. Construction	
	Construction Services MM Boring		\$11.81	37,323	\$440,788		\$440,788	\$440,788	9. Construction	
	Construction Services LM Aerial		\$4.37	227,067	\$992,284	\$992,284		\$992,284	9. Construction	
	Construction Services LM Underground		\$4.70	107,134	\$503,530	\$503,530		\$503,530	9. Construction	
	Construction Services LM Boring		\$11.81	10,713	\$126,525	\$126,525		\$126,525	9. Construction	
	Construction Services LM Aerial	Cash Match	\$4.37	908,269	\$3,969,136	\$3,969,136		\$3,969,136	9. Construction	
	Construction Services LM Underground	Cash Match	\$4.70	428,536	\$2,014,118	\$2,014,118		\$2,014,118	9. Construction	
	Construction Services LM Boring	Cash Match	\$11.81	68,566	\$809,761	\$809,761		\$809,761	9. Construction	
	Construction - GLW Interconnect	Cash Match	\$4.70	73,920	\$347,424		\$347,424	\$347,424	9. Construction	
	Construction - FE/Suite 224 Interconnect	Cash Match	\$4.70	121,440	\$570,768		\$570,768	\$570,768	9. Construction	
	Construction - MCFN MM Aerial	Cash Match	\$4.70	403,656	\$1,897,183		\$1,897,183	\$1,897,183	9. Construction	
	Construction - MCFN MM Underground	Cash Match	\$11.81	330,264	\$3,900,418		\$3,900,418	\$3,900,418	9. Construction	
	Construction - MCFN MM Aerial		\$4.70	34,848	\$163,786		\$163,786	\$163,786	9. Construction	
	Construction - MCFN MM Underground		\$11.81	28,512	\$336,727		\$336,727	\$336,727	9. Construction	
	Construction - FCC MM Aerial	Cash Match	\$4.70	422,400	\$1,985,280		\$1,985,280	\$1,985,280	9. Construction	
Other										
	Plan Development & Design		\$131,884.00	1	\$131,884		\$131,884	\$131,884	1. Admin and Legal	
TESTING					\$575,203	\$14,366	\$560,838	\$575,203		
Network										
IT System										
User Devices										
Test Generators										
	Optical TDM	In-kind Match	\$115,000.00	1	\$115,000		\$115,000	\$115,000	10. Equipment	
Lab										
NC5	Flashwave 9500 3 Degree ROADM	Cash Match	\$259,621.97	1	\$259,622		\$259,621.97	\$259,622	10. Equipment	
NC5	Juniper MX MPLS Core 3 Degree	Cash Match	\$145,715.72	1	\$145,716		\$145,715.72	\$145,716	10. Equipment	
NC8	Juniper EX 3200 - 1 Gbps Diverse	Cash Match	\$4,465.84	1	\$4,466	\$4,465.84		\$4,466	10. Equipment	
NC7	Juniper EX 3200 - 10 Gbps Diverse	Cash Match	\$9,899.84	1	\$9,900	\$9,899.84		\$9,900	10. Equipment	
					\$0			\$0		

Servers/Computer					\$0			\$0	
	Directory Name Servers	Cash Match	\$4,500.00	3	\$13,500	\$13,500	\$13,500	10. Equipment	
	Network Management Servers	Cash Match	\$4,500.00	6	\$27,000	\$27,000	\$27,000	10. Equipment	

COMMON		Match	Unit Cost	No. of	Total Cost	Last Mile	Middle Mile	Allocated Total	SF-424C Budget	Support of Reasonableness
OTHER UPFRONT COSTS					\$236,263	\$0	\$236,263	\$236,263		
Site	Collocation Site Preparation	Cash Match	\$12,500.00	8	\$100,000		\$100,000	\$100,000	7. Site work	
					\$0			\$0		
Other	Pre-Award Expenses OARnet		\$56,884.12	1	\$56,884		\$56,884	\$56,884	1. Admin and Legal	
	Pre-Award Expenses OARnet	Cash Match	\$24,378.91	1	\$24,379		\$24,379	\$24,379	1. Admin and Legal	
	Pre-Award Expenses OneCommunity		\$55,000.00	1	\$55,000		\$55,000	\$55,000	1. Admin and Legal	
PROJECT TOTAL:					\$69,982,479	\$14,833,535	\$55,148,944	\$69,982,479		

BTOP Comprehensive Community Infrastructure Project Plan and Build-out Timeline

Please complete the Project Plan and Build-out Timeline templates below. Note that these templates may be modified by applicants in order to provide the most effective presentation of the data for their specific project. Applicants should ensure, however, that they provide at least as much detail as the provided templates require.

For system stability reasons, it is recommended that you provide these documents in PDF format when submitting a copy of your application on an appropriate electronic medium, such as a DVD, CD-ROM, or flash drive. There is no need to provide this instruction page.

PROJECT PLAN

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

Time Period	Quarter	Milestones	Support for Reasonableness/Data Points
Year 0	-	<ul style="list-style-type: none"> • Define service areas • Construct baseline project plan based on historical construction information • Evaluate contractor proposals for target service areas 	<ul style="list-style-type: none"> • Target service areas are divided into 7 ring segment construction areas • Work executed serially across segments
Year 1	Qtr. 1	<ul style="list-style-type: none"> • Begin walkouts for ring segment 1 • Equipment sizing and ordering • Begin underground and aerial build for segment 1 • Network equipment staging and installation 	<ul style="list-style-type: none"> • Project model based on historical information obtained by OneCommunity from past broadband fiber builds. Information includes number of resources/mile for both aerial and broadband.
	Qtr. 2	<ul style="list-style-type: none"> • Approaching 20% project completion • Ring segment 1 complete with ring segment 2 beginning walkout tasks • Engineer equipment ordering • Ring segment 2 aerial and underground fiber placement 50% complete 	<ul style="list-style-type: none"> • Resource leveling of engineering and construction tasks based on work effort calculations and historical fiber installation and placement data.
	Qtr. 3	<ul style="list-style-type: none"> • Ring segment 2 complete • Ring segment 3 30% complete • Construction management and CAD drawings 75% complete • Total project work effort completion – 30% 	<ul style="list-style-type: none"> • Fiber construction work efforts are derived from field information of past fiber installations including a 650 mile fiber build for the FCC Healthcare initiative. • Tasks are retired according to resource leveling of tasks and applied resources • Project completion obtained from Microsoft Project Visual Basic Reports based on work timephased work values

	Qtr. 4	<ul style="list-style-type: none"> • Ring segment 4 18% complete • Total project completion 45% complete • Larger ring segments require longer time to complete • Walkout, summarizing information, CAD drawings complete 	<ul style="list-style-type: none"> • Aerial fiber placement can begin independently of underground fiber placement • For a given number of resources, larger fiber segments require a greater number of work efforts and therefore a longer duration which is why segment 4 is only 18% complete on a quarter to quarter basis
Year 2	Qtr. 1	<ul style="list-style-type: none"> • Year 2 begins with a completion status of 53%. • Ring segment 4 achieves an 85% completion with network gear staged for lateral access layer installation 	<ul style="list-style-type: none"> • Ring segment 4 is one of the larger rings and therefore requires a longer duration for make ready, strand placement and underground installation.
	Qtr. 2	<ul style="list-style-type: none"> • Ring segment 4 completes and ring segment 5 network design begins • Walkout crews start to assemble information from field surveys and begin to enter in CAD systems 	<ul style="list-style-type: none"> • Field walkouts begin any ring segment build to verify actual aerial versus underground placement and to determine permit and make ready costing
	Qtr. 3	<ul style="list-style-type: none"> • Total project is 67% complete • Ring 5 field information is gathered, assembled and fully entered into CAD systems • Permits are completed and crews are beginning to stage the area for installation 	<ul style="list-style-type: none"> • Fiber construction work efforts are derived from field information of past fiber installations including a 650 mile fiber build for the FCC Healthcare initiative. • Tasks are retired according to resource leveling of tasks and applied resources • Project completion obtained from Microsoft Project Visual Basic Reports based on work timephased work values
	Qtr. 4	<ul style="list-style-type: none"> • The 2-year milestone is achieved with an overall project completeness of 83%. • Ring segment 5 completes • Ring segment 9 begins network design • Walkout crews start to assemble field information 	<ul style="list-style-type: none"> • All tasks are defined as effort driven and then leveled by a Microsoft Project plan against timephased values. This is perhaps the best project management method for project predictability and resource allocation compared to a duration-based tool
Year 3	Qtr. 1	<ul style="list-style-type: none"> • Ring segment 9 completes • Ring segment 10 begins • Over project completeness of 93% 	<ul style="list-style-type: none"> • Multiple crews used for aerial and underground placement reduce overall duration and provides for a project work effort completion within the 2-year window
	Qtr. 2	<ul style="list-style-type: none"> • All ring segments and three construction laterals are complete • Total project completion at 100% 	<ul style="list-style-type: none"> • Visual basic reports plot the efficiency at which work is completed • Actual work versus baseline work versus scheduled work sets the next period work effort plan

BTOP Comprehensive Community Infrastructure Subscriber Estimates Template

Please complete the complete the Subscriber Estimates worksheet.

All applicants should indicate their 8-year subscriber forecasts with a breakdown by type of subscriber (residential/individual, businesses, community anchor institutions, third party service providers) and service offerings. The names of the service offerings should match those provided in the Service Offering and Competitor Data attachment, enabling reviewers to easily cross-reference between the two documents. The Year 0 column should be used to denote any existing customers within the Proposed Funded Service Area. In addition, applicants that project that they will have third party service provider customers should include a line for parties "Served by Third Party Service Providers," showing an estimate of how many residential/individual, community anchor institution, and business customers will be served by those service providers, as demonstrated in the example below. At the bottom of the table, applicants should provide customer totals across all service offerings, with and without customers indirectly served through a third party service provider (if applicable). Applicants should also include a brief discussion of their methodology for deriving these estimates.

In contrast to several other attachment templates in this application, the data provided via this template will NOT be subject to automated processing. Applicants are permitted to modify the template layout in order to provide the most effective presentation of the data for their specific project, but such modifications are generally discouraged. Applicants should, in any case, ensure that they provide at least as much detail as the provided templates requires. To the extent that you modify these templates, please ensure that the print layouts are adjusted so that rows do not break across pages in a manner that will be difficult to understand. It is recommended that you provide these documents in PDF format when submitting a copy of your application on an appropriate electronic medium, such as a DVD, CD-ROM, or flash drive.

EXAMPLE

Name of Service Offering	Customer Type	Year 0	Cumulative/ Net Add	Year 1				Year 2			
				Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Mega-Metro E - 100 Mbps	Community Anchor Inst.	0	Cumulative	0	0	0	0	5	10	17	26
			Net Add	0	0	0	0	5	5	7	9
	Business	0	Cumulative	0	0	0	0	12	27	52	82
			Net Add	0	0	0	0	12	15	25	30
	Third Party Service Provider	0	Cumulative	0	0	0	0	1	2	4	6
			Net Add	0	0	0	0	1	1	2	2
Served by Third Party Service Providers	Indirect - Res./Ind.	0	Cumulative	0	0	0	0	1000	3000	5000	10000
			Net Add	0	0	0	0	1000	2000	2000	5000
	Indirect - Business	0	Cumulative	0	0	0	0	2	8	18	30
			Net Add	0	0	0	0	2	6	10	12
	Indirect - Com. Anchor Inst.	0	Cumulative	0	0	0	0	0	2	3	5
			Net Add	0	0	0	0	0	2	1	2

Broadband Subscriber Estimates

Name of Service Offering	Customer Type	Year 0	Cumulative/ Net Add	Year 1				Year 2				Year 3				Year 4	
				Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
	Community Anchor Inst.	271	Cumulative	292	325	360	398	442	483	530	584	634	688	745	796	854	914
			Net Add	21	33	35	38	44	41	47	54	50	54	57	51	58	60
	Third Party Service Provider	16	Cumulative	17	18	19	20	22	24	25	27	28	28	29	29	30	30
			Net Add	1	1	1	1	2	2	1	2	1	0	1	0	1	0
	Indirect - Com. Anchor Inst.	27	Cumulative	51	62	108	157	210	267	329	395	463	533	607	686	762	846
			Net Add	24	11	46	49	53	57	62	66	68	70	74	79	76	84
			Cumulative														
			Net Add														
			Cumulative														
			Net Add														
Cumulative Totals (excluding Indirect)	Residential/Individual		Total														
	Business		Total														
	Community Anchor Inst.		Total	292	325	360	398	442	483	530	584	634	688	745	796	854	914
Cumulative Totals (including Indirect)	Third Party Service Provider		Total	17	18	19	20	22	24	25	27	28	28	29	29	30	30
	Residential/Individual		Total														
	Business		Total														
	Community Anchor Inst.		Total	51	62	108	157	210	267	329	395	463	533	607	686	762	846

Table of Customer Types

Residential/Individual
Business
Community Anchor Inst.
Third Party Service Provider
Indirect - Res./Ind.
Indirect - Business
Indirect - Com. Anchor Inst.

Explanation of Methodology: The forecast is built off of an existing base of anchor institutions representing government, education, health, libraries and economic develop target zones. The take rates are based on geographic distribution and the availability of core anchors along the middle mile path. The estimates are based on a market size of greater than 18,000 anchor tenant locations across the entire Northeastern Ohio Region. The uptake rate is just under 12.5% for the region after 8 years. Though we believe we can create additional opportunities and accelerate access to anchor institutions we are also working with our last mile network service partners to create an aggregate demand and a greater discount in collaboration with our third party, carrier and cable franchise operators.

In particular we have strong commitments from Health Care as part of our Rural Health Care Pilot Project and public safety with the state Multi-Agency *Radio Communication System (MARCS)* towers, county and municipal public safety agencies for emergency management and communications. These anchors serves as the foundation for 30% of the market activity and represent a significant portion of our initial take rate. The project is anchoring the MARCS towers for the state emergency management program and provide county and municipal access to the police and sheriff departments. On of the key objectives of this program will be to connect public health, emergency responders and the regions volunteer organization.

Take Rate by sector;

	<u>Direct</u>	<u>Indirect</u>
Government	5%	10%
Health Care Facility's	50%	30%
Libraries	12%	15%
Colleges/University's	25%	100%
School District and Schools	5%	Instructional Technology Centers serving all of the regions schools indirectly 100%

Name of Service Offering	Customer Type	Year 4		Year 5				Year 6				Year 7				Year 8		
		Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
	Community Anchor Inst.	978	1045	1115	1189	1267	1348	1419	1494	1574	1657	1729	1806	1888	1973	2046	2125	2209
		64	67	70	74	78	81	71	75	80	83	72	77	82	85	73	79	84
	Third Party Service Provider	31	31	32	32	33	33	34	34	35	35	36	36	37	37	38	38	39
		1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1
	Indirect - Com. Anchor Inst.	924	1017	1102	1299	1364	1432	1504	1579	1658	1741	1828	1919	2015	2116	2222	2333	2450
		78	93	85	197	65	68	72	75	79	83	87	91	96	101	106	111	117
Cumulative Totals (excluding Indirect)	Residential/Individual Business																	
	Community Anchor Inst.	978	1045	1115	1189	1267	1348	1419	1494	1574	1657	1729	1806	1888	1973	2046	2125	2209
	Third Party Service Provider	31	31	32	32	33	33	34	34	35	35	36	36	37	37	38	38	39
Cumulative Totals (including Indirect)	Residential/Individual Business																	
	Community Anchor Inst.	924	1017	1102	1299	1364	1432	1504	1579	1658	1741	1828	1919	2015	2116	2222	2333	2450

Table of Customer Types

Residential/Individual Business
Community Anchor Inst.
Third Party Service Provider
Indirect - Res./Ind.
Indirect - Business
Indirect - Com. Anchor Inst.

Name of Service Offering	Customer Type	Qtr 4
	Community Anchor Inst.	2296
		87
	Third Party Service Provider	39
		0
	Indirect - Com. Anchor Inst.	2573
		123
Cumulative Totals (excluding Indirect)	Residential/Individual Business	
	Community Anchor Inst.	2296
	Third Party Service Provider	39
Cumulative Totals (including Indirect)	Residential/Individual Business	
	Community Anchor Inst.	2573

Table of Customer Types

Residential/Individual Business
Community Anchor Inst.
Third Party Service Provider
Indirect - Res./Ind.
Indirect - Business
Indirect - Com. Anchor Inst.

BUDGET INFORMATION - Construction Programs

OMB Approval No. 4040-0008
Expiration Date 07/30/2010

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 268,147.00	\$	\$ 268,147.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 4,261,800.00	\$	\$ 4,261,800.00
3. Relocation expenses and payments	\$	\$	\$ 0.00
4. Architectural and engineering fees	\$	\$	\$ 0.00
5. Other architectural and engineering fees	\$ 1,230,720.00	\$	\$ 1,230,720.00
6. Project inspection fees	\$	\$	\$ 0.00
7. Site work	\$ 180,250.00	\$	\$ 180,250.00
8. Demolition and removal	\$	\$	\$ 0.00
9. Construction	\$ 35,225,331.00	\$	\$ 35,225,331.00
10. Equipment	\$ 28,631,231.00	\$	\$ 28,631,231.00
11. Miscellaneous	\$ 185,000.00	\$	\$ 185,000.00
12. SUBTOTAL (sum of lines 1- 11)	\$ 69,982,479.00	\$ 0.00	\$ 69,982,479.00
13. Contingencies	\$	\$	\$ 0.00
14. SUBTOTAL	\$ 69,982,479.00	\$ 0.00	\$ 69,982,479.00
15. Project (program) income	\$	\$	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 69,982,479.00	\$ 0.00	\$ 69,982,479.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.			Enter eligible costs from line 16c Multiply X 100 % \$ 69,982,479.00

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

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

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column . - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date 07/30/2010

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

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

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

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

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

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	*TITLE 268,147.00 COO
*APPLICANT ORGANIZATION ONE COMMUNITY	*DATE SUBMITTED 3/26/2010 268,147.00

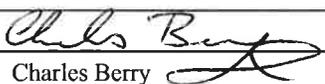
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <u>2010</u> quarter <u>1st</u> date of last report <u>August 2009</u>
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: OneCommunity 800 West St. Clair Avenue, 2nd Floor Cleveland, OH 44113 Congressional District, if known: 11th	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: Department of Commerce/NTIA	7. Federal Program Name/Description: BTOP Comprehensive Communities Infrastructure CFDA Number, if applicable: <u>11.557</u>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Tucker, Ellis & West, LLP 1150 Huntington Building 925 Euclid Avenue Cleveland, OH 44115-1414	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> York, Nicholas C.	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Charles Berry</u> Title: <u>Chief Operating Officer</u> Telephone No.: <u>1.216.923.2236</u> Date: <u>5/11/2010</u>	
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