Exhibit 8

Zona Bankruptcy Order

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ORDERED ACCORDINGLY.

Dated: December 15, 2016

UNITED STATES BANKRUPTCY
DISTRICT ARIZONA

George B. Nielsen, Bankruptcy Judge

In re ACCIPITER COMMUNICATIONS, INC., d/b/a ZONA COMMUNICATIONS, Debtor.	Chapter 11 Case No. 2:14-bk-04372-GBN **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION PROPOSED BY PINPOINT HOLDINGS, INC. AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

Accipiter Communications, Inc. (d/b/a Zona Communications), as debtor and debtor in possession in the above-captioned chapter 11 case (the "**Debtor**"), having:[1]

a. commenced, on March 28, 2014 (the "**Petition Date**"), the above-captioned chapter 11 case (the "**Chapter 11 Case**") by filing a voluntary petition for relief under title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Arizona (the "**Court**");

b. operated its businesses and managed is properties during the Chapter 11 Case as a debtor in possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

The Plan Proponents having:

a. jointly proposed and filed the (i) *First Amended Chapter 11 Plan of Reorganized Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors*, dated October 25, 2016 [Docket No. 329] (as amended by the *Second Amended Chapter 11 Plan of Reorganized Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditor*, filed on December 12, 2016 [Docket No. 368] and as further modified, amended or supplemented from time to time, the "**Plan**") and (ii) *First Amended Disclosure Statement in Support First Amended Chapter 11 Plan of Reorganized Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors,* dated October 25, 2016 [Docket No. 331] (the "**Disclosure Statement**");

b. filed, on September 29, 2016, the *Motion for Order: (A) Approving Disclosure Statement; (B) Approving Plan Solicitation Procedures; and (C) Scheduling Confirmation Hearing* [Docket No. 314] (the "**Solicitation Motion**");

c. distributed, on October 3, 2016, the Disclosure Statement and appropriate Solicitation Packages, including those Ballots for those holders of Claims in Classes 3 and 4 entitled to vote on the Plan (the "**Voting Classes**"), in accordance with the terms of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and the Local Rules of Bankruptcy Procedure for the District of Arizona (the "**Local Rules**") and as approved by order of this Court on November 1, 2016 [Docket No. 339] (the "**Disclosure Statement Order**") and as evidenced by the *Certificate of Service* [Docket No. 316];

d. filed and served, on November 2, 2016, the *Notice of Plan Confirmation Hearing* [Docket No. 345] (the "**Confirmation Hearing Notice**"), as evidenced by the *Certificate of Service and Notice of Compliance with Order* [Docket No. 353];

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, Disclosure Statement or Solicitation Motion (each, as defined below), as applicable. The rules of interpretation set in the Plan shall apply to this Confirmation Order.

e. filed, on November 29, 2016, the *Notice of Proposed Assumption of Certain Executory Contracts and Unexpired Leases and Setting Forth the Cure Amounts* [Docket No. 358] (the "**Cure Notice**"), as evidenced by the *Certificate of Service* filed on November 30, 2016 [Docket No. 359] and the *Supplemental Certificate of Service* filed December 8, 2016 [Docket No. 366];

f. filed, on November 30, 2016, the *Supplement to Chapter 11 Plan of Reorganization Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors* (the "**Plan Supplement**") [Docket No. 360] and the *Notice of Filing of Supplement to Chapter 11 Plan of Reorganization Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors* [Docket No. 361] as evidenced by the *Certificate of Service* [Docket No. 365] (collectively with the other affidavits of service referenced in sub-sections (c)-(e) above, the "**Notice Affidavits**");

g. filed, on December 8, 2016, the *Ballot Report* [Docket No. 367], which details the results of the Plan voting process;

h. filed a *Notice of Lodging Prior to Hearing of Proposed Findings of Fact, Conclusions of Law and Order Confirming the Second Amended Chapter 11 Plan of Reorganized Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors,* on December 12, 2016 [Docket No. 371], with a proposed draft of these *Findings of Fact, Conclusions of Law and Order Confirming the Second Amended Chapter 11 Plan of Reorganized Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors* (together with all the exhibits hereto, the "**Proposed Confirmation Order**"); and

i. filed, on December 12, 2016, the *Declaration of Bachtiyer Kholmatov in Support of Confirmation of the Second Amended Chapter 11 Plan of Reorganized Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors* [Docket No. 370] (the "**Kholmatov Declaration**");

The Court having:

a. entered, on November 1, 2016, the Disclosure Statement Order;

b. set December 7, 2016 as the date and time by which any votes on the Plan shall be due (the "**Voting Deadline**"), as set forth in the Disclosure Statement Order;

c. set December 7, 2014 at 5:00 p.m. (Arizona Time), as the date and time by which any objections to Confirmation of the Plan shall be due (the "**Plan Objection Deadline**"), as set forth in the Disclosure Statement Order;

d. set December 14, 2014 at 1:30 p.m. (Arizona Time), as the date and time for the commencement of a hearing to consider confirmation of the Plan, as set forth in the Disclosure Statement Order, and as held on December 14, 2016 at 1:30 p.m. (Arizona Time) (the "**Confirmation Hearing**");

e. reviewed the Plan, the Disclosure Statement, the Plan Supplement, the Ballot Report, the Confirmation Hearing Notice, the Cure Notice, the Notice Affidavits, the Khlomatov Declaration and all filed pleadings, exhibits, statements and comments regarding Confirmation;

f. admitted into evidence the Ballot Report and the Khlomatov Declaration at the Confirmation Hearing;

g. received no objections regarding Confirmation;

h. held the Confirmation Hearing, after due and sufficient notice was given to holders of Claims against, and Equity Interests in, the Debtor and other parties in interest in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, in each case as established by the Notice Affidavits;

i. heard statements and arguments made by counsel in respect of Confirmation;

j. considered all oral representations, testimony, documents, filings and other evidence regarding Confirmation at the Confirmation Hearing held on December 14, 2016;

k. ruled on any and all objections to the Plan and the Confirmation Order and all statements and reservations of rights not consensually resolved or withdrawn, unless otherwise indicated; and

l. considered all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in the Chapter 11 Case.

NOW, THEREFORE, it appearing to the Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation of the Plan have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of approval of Confirmation and other evidence presented at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court makes and issues the following findings of fact and conclusions of law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND AND ADJUDGED THAT:

A. Findings and Conclusions

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing, including the Khlomatov Declaration and the Ballot Report, constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law shall be determined to be a finding of fact, it shall be so deemed, or any of the following findings of fact shall be determined to be a conclusion of law, it shall be so deemed.

B. Jurisdiction, Venue and Core Proceeding

2. This Court has jurisdiction over the Chapter 11 Case pursuant to 28 U.S.C. §§ 157 and 1334. This Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Venue is proper in this District and before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Plan Proponents are proper plan proponents under section 1121(a) of the Bankruptcy Code.

C. Eligibility for Relief

3. The Debtor was and is an entity eligible for relief under Bankruptcy Code section 109.

D. Commencement of the Chapter 11 Case

4. On the Petition Date, the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtor has operated its businesses and managed its properties as a debtor in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or examiner has been appointed in the Chapter 11 Case.

E. Objections

5. Any resolutions of objections to Confirmation explained on the record at the Confirmation Hearing are hereby incorporated by reference. Any and all unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Plan or Confirmation are either resolved or overruled on the merits by this Confirmation Order.

F. Burden of Proof—Confirmation of the Plan

6. The Plan Proponents have met their burden of proving the applicable elements of Bankruptcy Code section 1129(a) by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation.

G. Notice

7. Notice of (a) the Plan and the Plan Supplement, (b) the Confirmation Hearing, (c) the Voting Deadline, (d) the Plan Objection Deadline, (e) the entry of the Disclosure Statement Order and (f) the Solicitation Packages has been provided and such notice was adequate and sufficient pursuant to Bankruptcy Code section 1128, Bankruptcy Rules 2002(b), 3017 and 3020, the Disclosure Statement Order and all other applicable law, rules and orders of this Court, and no other or further notice is or shall be required.

H. Solicitation

8. As described in the Ballot Report and the Notice Affidavits, as applicable, Ballots to vote to accept or reject the Plan were transmitted and served upon members of the Voting Classes on November 2, 2016, in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules, the Disclosure Statement Order and any applicable non-bankruptcy law, rule or regulation. Transmission and service of the Solicitation Packages, including the Ballots and the Confirmation and Hearing Notice, were timely, adequate and sufficient. No further notice is required. As evidenced by the mailing of the Solicitation Packages on November 2, 2016 and the Voting Deadline of December 7, 2016, the thirty-five (35) calendar days during which the Plan Proponents solicited acceptances or rejections to the Plan was a reasonable and sufficient

period of time for holders of Claims in the Voting Classes to make an informed decision to accept or reject the Plan.

9. Under Bankruptcy Code section 1126(f) and as approved by the Disclosure Statement Order, the Plan Proponents were not required to solicit votes from holders of Claims in Classes 1 and 2 because such holders are deemed to accept the Plan. In addition, under Bankruptcy Code section 1126(g) and as approved by the Disclosure Statement Order, the Plan Proponents were not required to solicit votes from holders of Equity Interests in Class 5 because such holders are deemed to reject the Plan.

10. As described in and as evidenced by the Ballot Report and the Notice Affidavits, the transmittal and service of the Plan, the Plan Supplement, the Disclosure Statement, the Ballots and the Confirmation Hearing Notice (all of the foregoing, the "**Solicitation**") was timely, adequate and sufficient. The Solicitation complied with the procedures set forth in the Solicitation Motion and approved in the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Case, was conducted in good faith, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable non-bankruptcy law, rule and regulation. The persons and entities involved in the offer, issuance or purchase of securities under the Plan acted in good faith and in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable non-bankruptcy law, rule and regulation. The Exculpated Parties (as defined below) are each entitled to the protection of Bankruptcy Code section 1125(e).

I. Voting

11. The Ballot Report is hereby approved. As evidenced by the Ballot Report, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the procedures as approved by the Disclosure Statement Order and any applicable non-bankruptcy law, rule and regulation. All Classes identified as not impaired under the Plan are deemed to accept the Plan,

and all Classes identified as impaired under the Plan and not entitled to receive any distribution are deemed to reject the Plan.

J. Plan Supplement

12. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Disclosure Statement Order, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Plan Proponents reserve the right to amend or modify the Plan Supplement at any time prior to the Effective Date.

K. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1)

13. As detailed below, the Plan complies with all applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1129(a)(1):

a. **Proper Classification—Sections 1122 and 1123(a)(1).** The Plan satisfies the requirements of Bankruptcy Code sections 1122(a) and 1123(a)(1). In addition to Administrative Claims, Professional Fee Claims, and Priority Tax Claims identified in Article II of the Plan, which need not be classified, Article III of the Plan provides for the separate classification of Claims and Equity Interests into five Classes of Claims and Equity Interests. Valid business, factual and legal reasons exist for the separate classification of such Classes of Claims and Equity Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, holders of Claims or Equity Interests. Each Class of Claims and Equity Interests contains only Claims or Interests that are substantially similar to the other Claims or Equity Interests within that Class.

b. **Specified Classes That Are Not Impaired—Section 1123(a)(2).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(2). Article III of the Plan specifies that Claims and Equity Interests, as applicable, in the following Classes are not impaired under the Plan within the meaning of Bankruptcy Code section 1124:

Class	Designation
Class 1	Priority Claims
Class 2	Miscellaneous Secured Claims

Additionally, Article II of the Plan specifies that Administrative Claims, Professional Fee Claims, and Priority Tax Claims will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

c. **Specified Treatment of Impaired Classes—Section 1123(a)(3).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(3). Article III of the Plan specifies the treatment of the following Classes of Claims and Equity Interests, as applicable, that are impaired under the Plan within the meaning of Bankruptcy Code section 1124:

Class	Designation
Class 3	RUS Loan Claims
Class 4	General Unsecured Claims
Class 5	Equity Interests and Equity Related Claims

d. **No Discrimination—Section 1123(a)(4).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(4). The Plan provides the same treatment by the Plan Proponents for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest.

e. **Adequate Means for Plan Implementation—Section 1123(a)(5).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(5). Article IV of the Plan and various other provisions in the Plan, the exhibits and attachments to the Plan, the Plan Supplement and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including regarding: (i) sources of Cash for Plan distributions; (ii) the Exit Facility; (iii) the restructuring transactions to effectuate the Plan; (iv) the formation of the Unsecured Creditor Trust; (v) the Restated Governance Documents, which authorize, among other things, the issuance of the New Common Stock; (vi) the cancellation of all notes, instruments and outstanding Equity Interests; and (vii) the vesting of the property of the Estate free and clear of all Liens and Claims existing before the Effective Date. Moreover, Reorganized Accipiter will have, immediately upon the Effective Date, sufficient Cash to make all payments required to be made on the Effective Date or as soon as reasonably practicable thereafter, pursuant to the terms of the Plan.

f. **Non-Voting Equity Securities—Section 1123(a)(6).** Section 4.05 of the Plan provides that the Restated Governance Documents will include a prohibition on the issuance of non-voting equity securities to the extent required by Bankruptcy Code section 1123(a) and (b). Non-voting equity securities are not being issued under the Plan, thereby satisfying Bankruptcy Code section 1123(a)(6).

g. **Directors and Officers—Section 1123(a)(7).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(7). Section 4.11 of the Plan and the Disclosure Statement contain provisions regarding the identity and affiliations of the Initial Board of Directors and the Initial Officers on the Effective Date. The manner of selection of Reorganized Accipiter's Initial Board of Directors and Initial Officers is consistent with the interests of all holders of Claims and Equity Interests and public policy.

h. **Impairment / Unimpairment of Classes—Section 1123(b)(1).** The Plan is consistent with Bankruptcy Code section 1123(b)(1). Under Article III of the Plan each Class of Claims and Equity Interests is impaired or not impaired.

i. **Assumption and Cure of Defaults—Section 1123(b)(2).** The Plan is consistent with Bankruptcy Code section 1123(b)(2). Article V of the Plan provides for the rejection of all executory contracts and unexpired leases other than those executory contracts or unexpired leases that: (i) are designated as an exhibit to the Plan Supplement as assumed; (ii) have been assumed by a separate Final Order of the Bankruptcy Court; (iii) are the subject of a motion to assume pending on the Effective Date; or (iv) are assumed pursuant to the terms of the Plan.

j. **Avoidance Actions, Litigation Claims—Section 1123(b)(3).** The Plan is consistent with Bankruptcy Code section 1123(b)(3). In accordance with Bankruptcy Code section 1123(b)(3)(A), Article VII of the Plan appropriately provides that Avoidance Actions and Litigation Claims are retained and reserved for Reorganized Accipiter, which is designated as the Estate's representative under Bankruptcy Code § 1123(b)(3)(B) for purposes of the Avoidance Actions and Litigation Claims. In addition, in accordance with Bankruptcy Code section 1123(b)(3)(B), Section 7.2 of the Plan appropriately provides that Reorganized Accipiter has the sole authority to prosecute, defend, compromise, settle, and otherwise deal with any Avoidance Actions and Litigation Claims, and does so in its capacity as a representative of the Estate in accordance with Bankruptcy Code § 1123(b)(3)(B). No Avoidance Actions or Litigation Claims will be brought by Reorganized Accipiter against the holders of Claims listed on the Claims Schedule. Reorganized Accipiter will pay the fees and costs associated with litigating the Avoidance Actions and the Litigation Claims. Reorganized Accipiter has sole discretion to determine in its business judgment which Avoidance Actions and Litigation Claims to pursue, which to settle, and the terms and conditions of those settlements. The provisions regarding the preservation of Litigation Claims and Avoidance Actions in the Plan are appropriate, fair, equitable and reasonable, and are in the best interests of the Debtor, the Estate and holders of Claims and Equity Interests.

k. **Additional Plan Provisions—Section 1123(b)(6).** The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section Bankruptcy Code 1123(b)(6).

l. **Bankruptcy Rule 3016(a).** The Plan is dated and identifies the Plan Proponents as the proponents submitting it, thereby satisfying Bankruptcy Rule 3016(a).

L. Compliance with the Bankruptcy Code—Section 1129(a)(2)

14. The Plan Proponents also have satisfied the requirements of Bankruptcy Code section 1129(a)(2). Specifically, the Debtor is an eligible debtor under Bankruptcy Code section 109, and the Plan Proponents are proper proponents of the Plan under Bankruptcy Code section 1121(a). The Plan Proponents have complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court, including Bankruptcy Code sections 1125 and 1126, the Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy law, rule and regulation, the Disclosure Statement Order and all other applicable law, in transmitting the Solicitation Packages, and related documents and notices, and in soliciting and tabulating the votes on the Plan.

M. Plan Proposed in Good Faith—Section 1129(a)(3)

15. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(3). The Plan Proponents have proposed the Plan (including all documents necessary to effectuate the Plan) and the transactions contemplated in the Plan in good faith and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Case, the Plan itself, the process leading to approval of the Disclosure Statement, Confirmation of the Plan and the transactions to be implemented pursuant thereto. The Chapter 11 Case was filed, and the Plan was proposed, with legitimate and honest purposes, including (a) a restructuring of the Debtor's debt obligations and (b) preservation of the going concern value of the Debtor's businesses and maximization of value to creditors. The Plan Proponents' good faith is evident from the facts and record of the Chapter 11 Case, the Disclosure Statement, the record of the hearing on the Disclosure Statement, and the record of

the Confirmation Hearing and other proceedings held in the Chapter 11 Case. The Plan (including all documents necessary to effectuate the Plan) was negotiated in good faith and at arm's length among representatives of the Purchaser and the Committee and each of their respective professionals and other representatives. Further, the Plan's classification, exculpation, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with Bankruptcy Code sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129 and 1142 and are each necessary for the Debtor's successful reorganization.

N. Payment for Services or Costs and Expenses—Section 1129(a)(4)

16. Any payment made or to be made by the Plan Proponents or by a person issuing securities or acquiring property under the Plan for services or for costs and expenses in connection with the Chapter 11 Case, or in connection with the Plan and incidental to the Chapter 11 Case, has been approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying Bankruptcy Code section 1129(a)(4).

O. Directors, Officers and Insiders—Section 1129(a)(5)

17. The Plan Proponents have satisfied the requirements of Bankruptcy Code section 1129(a)(5). Section 5(h) of the Disclosure Statement discloses the identity and affiliations of the individuals proposed to serve as the Initial Board of Directors and the Initial Officers, and the identity and nature of any compensation for any insider who will be employed or retained by Reorganized Accipiter. The proposed directors and officers for Reorganized Accipiter are qualified, and the appointments to, or continuance in, such offices by the proposed directors and officers is consistent with the interests of the holders of Claims and Equity Interests and with public policy.

P. No Rate Changes—Section 1129(a)(6)

18. Bankruptcy Code section 1129(a)(6) is not applicable to the Chapter 11 Case. The Plan does not provide for any rate change that requires regulatory approval.

Q. Best Interest of Creditors—Section 1129(a)(7)

19. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(7). Section 8(c) of the Disclosure Statement and the liquidation analysis contained in Appendix 4 to the Disclosure Statement, and the other evidence related thereto in support of the Plan that was proffered and accepted at the Confirmation Hearing: (a) are reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilize reasonable, customary and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that each holder of an Impaired Claim or Equity Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code on such date.

R. Acceptance by Certain Classes—Section 1129(a)(8)

20. The Plan does not satisfy the requirements of Bankruptcy Code section 1129(a)(8) but is nevertheless confirmable because the Plan Proponents have satisfied the requirements of Bankruptcy Code sections 1129(a)(10) and 1129(b) to "cram down" the rejecting Classes, as set forth below. Specifically, Classes 1 and 2 are not impaired and thus deemed to accept the Plan. Classes 3 and 4, which are impaired, voted to accept the Plan by the requisite majorities. With respect to Class 5, which is both impaired and deemed to reject the Plan, the Plan Proponents cannot satisfy section 1129(a)(8) with respect to that Class.

S. Treatment of Claims Entitled to Priority Under Bankruptcy Code Section 507(a)—Section 1129(a)(9)

21. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(9). The treatment of Administrative Claims, Professional Fee Claims and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, Bankruptcy Code section 1129(a)(9).

T. Acceptance By At Least One Impaired Class—Section 1129(a)(10)

22. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(10). As evidenced by the Ballot Report, the Voting Classes voted to accept the Plan by the requisite numbers and amounts of Claims, determined without including any acceptance of the Plan by any insider (as that term is defined in Bankruptcy Code section 101(31)), specified under the Bankruptcy Code.

U. Feasibility—Section 1129(a)(11)

23. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(11). The projections in Appendix 3.2 to the Disclosure Statement and the evidence supporting Confirmation of the Plan proffered, accepted and admitted into evidence by the Court at, or prior to, or in a declaration filed in connection with, the Confirmation Hearing, including, without limitation, the Kholmatov Declaration: (a) is reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; (d) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization of Reorganized Accipiter or any successor to Reorganized Accipiter under the Plan, except as provided in the Plan; and (e) establishes that Reorganized Accipiter will have sufficient funds available to meet their obligations under the Plan.

V. Payment of Fees—Section 1129(a)(12)

24. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(12). All fees payable under 28 U.S.C. § 1930(a) as of the Effective Date are Administrative Claims. Section 2.02 of the Plan provides for the payment of all Administrative Claims (which includes fees payable under 28 U.S.C. § 1930(a) as of the Effective Date) on the Effective Date. Section 12.14 of the Plan provides that Reorganized Accipiter is responsible for paying any post-Effective Date fees arising under 28 U.S.C. § 1930(a).

W. Non-Applicability of Certain Sections—Sections 1129(a)(13), (14), (15) and (16)

25. Bankruptcy Code sections 1129(a)(13), 1129(a)(14), 1129(a)(15) and 1129(a)(16) do not apply to the Chapter 11 Case. The Debtor has no liability for retiree benefits or the payment of retiree benefits (as defined in Bankruptcy Code section 1114), do not owe any domestic support obligations, are not individuals and are not nonprofit corporations.

X. Fair and Equitable Treatment; No Unfair Discrimination—Section 1129(b)

26. The Plan is fair and equitable and does not unfairly discriminate with respect to the treatment of Claims and Equity Interests and thus satisfies Bankruptcy Code section 1129(b) in all respects. Specifically, the Plan satisfies Bankruptcy Code section 1129(b)(2) because (a) the Plan provides for a full recovery for holders of Claims in Classes 1 and 2, (b) holders of Claims in the Voting Classes (Classes 3 and 4) have consented to receive their respective treatment under the Plan and (c) no holder of an Equity Interest in a Class junior to those in Class 5 will receive or retain any property under the Plan. In addition, the Plan's treatment of Claims and Equity Interests is proper, as similarly-situated creditors will receive substantially similar treatment irrespective of class, and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class. Notwithstanding the Plan Proponents' inability to satisfy Bankruptcy Code section 1129(a)(8), the Plan is still confirmable because it meets all the applicable requirements of Bankruptcy Code section 1129(a) other than section 1129(a)(8), does not discriminate unfairly and is fair and equitable with respect to the Class of Equity Interests (Class 5) that is impaired and has not accepted the Plan.

Y. Only One Plan—Section 1129(c)

27. The Plan satisfies the requirements of Bankruptcy Code section 1129(c). The Plan is the only chapter 11 plan that was both filed and solicited in the Chapter 11 Case.

Z. Principal Purpose of the Plan—Section 1129(d)

28. The principal purposes of the Plan are (a) the reorganization of the Debtor as a going concern and (b) the maximization of the value of the Estate, all of which are for the benefit

of creditors. No party in interest has requested that the Court deny Confirmation of the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933 (as amended, and including the rules and regulations promulgated thereunder, the "**Securities Act**"). In addition, the principal purpose of the Plan is not such avoidance. The Plan thus satisfies the requirements of Bankruptcy Code section 1129(d).

AA. Good Faith Solicitation—Section 1125(e)

29. Each of the Debtor, the Committee, the Purchaser, Reorganized Accipiter, and any of their respective members, officers, directors, employees, advisors, professionals, or agents (collectively, the "**Exculpated Parties**") have acted in "good faith" within the meaning of Bankruptcy Code section 1125(e) and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with, related to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan. As a result, such parties have no liability to any holder of a Claim or Equity Interest for any post-petition act or omission in connection with, related to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct, a breach of fiduciary duty arising from something more wrongful than mere negligence, gross negligence, or fraud, and such parties are entitled to the protections afforded by Bankruptcy Code section 1125(e).

BB. Satisfaction of Confirmation Requirements

30. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in Bankruptcy Code section 1129.

CC. Likelihood of Satisfaction of Conditions Precedent to the Effective Date

31. Each of the conditions precedent to the Effective Date, as set forth in Section 8.2 of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Section 8.3 of the Plan.

DD. Implementation

32. All documents necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's length and shall, upon completion of documentation and execution, be valid, binding and enforceable agreements and shall not be in conflict with any applicable law, rule or regulation.

EE. Disclosure of Facts

40. The Plan Proponents have disclosed all material facts regarding the Plan.

FF. Good Faith

41. The Plan Proponents, the Debtor, Reorganized Accipiter and the Exculpated Parties have been and will be acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions and transfers contemplated thereby and (b) take the actions authorized and directed by this Confirmation Order.

GG. Retention of Jurisdiction

42. The Court may properly retain jurisdiction over the matters set forth in Section 10.1 of the Plan and/or Bankruptcy Code section 1142.

HH. Waiver of Bankruptcy Rule 3020(e)

43. Based on the business exigencies in the Chapter 11 Case, it is appropriate for the 14- day stay imposed by Bankruptcy Rule 3020(e) to be waived.

IT IS HEREBY ORDERED, ADJUDGED, DECREED AND DETERMINED THAT:

CONFIRMATION OF THE PLAN

1. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent any of the following

conclusions of law shall be determined to be a finding of fact, it shall be so deemed, or any of the following findings of fact shall be determined to be a conclusion of law, it shall be so deemed.

2. **Confirmation of the Plan.** The Plan, including each of the documents that comprise the Plan Supplement, is approved and confirmed under Bankruptcy Code section 1129 with respect to the Debtor. The documents contained in the Plan Supplement (including any amendments, modifications and supplements thereto and documents referred to in such papers consistent with the Plan) and execution, delivery and performance thereof by the Plan Proponents and the Debtor are authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order.

3. **Objections.** All objections, responses to, statements, comments and reservations of rights, if any, in opposition to, the Plan, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Confirmation Hearing, shall be, and hereby are, overruled in their entirety or are otherwise resolved as incorporated herein.

IMPLEMENTATION OF THE PLAN

4. **Sources of Cash for Plan Distributions**. All Cash necessary for Reorganized Accipiter to make payments pursuant to the Plan shall be obtained from existing Cash balances of the Debtor and Reorganized Accipiter (including the payment of the Purchase Price by the Purchaser) and the operations of the Debtor or Reorganized Accipiter, as applicable. Cash payments on account of Allowed Claims under the Plan and any Cure required under Section 5.03 of the Plan, are made from Reorganized Accipiter's Cash.

5. **Exit Facility**. On the Effective Date, Reorganized Accipiter shall enter into the Exit Facility. The Exit Facility shall be substantially in the form, or on the terms, set forth in the Plan Supplement, and shall be in form and substance acceptable to the Purchaser. Among other terms, the security granted by Reorganized Accipiter to the lender in connection with the Exit

Facility shall include a specific and limited lien subordination on the Office Building. Such Office Building lien shall be provided as security for the Installment Payments required to be made to the holders of General Unsecured Claims under Article 3.04 of the Plan.

6. **Restructuring Transactions**. On the Effective Date, 100% of the New Common Stock for Reorganized Accipiter will be issued to the Purchaser in exchange for the Purchase Price pursuant to the terms of the Plan. As of the Effective Date, Reorganized Accipiter shall be deemed to have assumed and to have agreed to pay, perform and satisfy all liabilities that become Allowed Claims that are to receive distributions and are not discharged under the Plan

7. **Formation of the Unsecured Creditor Trust**. On the Effective Date, the Unsecured Creditor Trust shall be formed in order to hold the lien granted on behalf of Class 4 unsecured creditors to secure the Installment Payments. The Committee has selected Christopher Linscott to be the Unsecured Creditor Trustee. The Deed of Trust and Assignment of Rents was filed as part of the Plan Supplement.

8. **Restated Governance Documents**. As of the Effective Date and without any further action by the directors of the Debtor or Reorganized Accipiter, the Debtor's corporate governance documents are amended and restated substantially in the forms of the Restated Governance Documents. The Restated Governance Documents, among other things, authorize the issuance of the New Common Stock and prohibit (to the extent required by Bankruptcy Code § 1123(a) and (b)) the issuance of non-voting equity securities. After the Effective Date, Reorganized Accipiter may amend its corporate governance documents as permitted by applicable law.

9. **Necessary Documents/Information**. The Debtor and Reorganized Accipiter and their officers and directors are authorized, empowered and directed to sign any documents necessary to effect any provision of the Plan, including any such documents reasonably requested by the Purchaser. The Debtor and its officers and directors are expressly authorized

and directed to deliver to the Purchaser documentation evidencing the minimum Cash on hand balance and the Net Working Capital when requested by the Purchaser. The Debtor and its officers and directors are authorized and directed to provide the Purchaser with reasonable and prompt access to the Debtor's employees and records and, promptly, with all relevant information pertaining to the Debtor's operations, to assist with the closing of the transactions contemplated in the Plan when requested by the Purchaser. Notwithstanding anything to the contrary herein, the Debtor and its officers and directors are authorized, empowered and directed (a) to take all actions in order to consummate the terms of this Plan and the transactions hereunder including, without limitation, making all necessary applications, requests, notices and other filings and notifications (collectively, the "**Regulatory Filings**") to obtain or maintain all FCC Approvals and State PUC Approvals and (b) to execute any such other documents or filings prior to the Effective Date required, or reasonably requested by the Purchaser, to consummate the transactions contemplated in the Plan. For the avoidance of doubt, the Regulatory Filings made by the Debtor shall be in form and substance acceptable to the Purchaser. Further, the Purchaser shall act in good faith in making such Regulatory Filings and shall use commercial reasonably efforts to obtain the FCC Approvals and State PUC Approvals as promptly as is practicable and permitted under applicable law.

10. **Cancellation of Instruments and Agreements**. On the Effective Date, all agreements, instruments, and other documents relating to any Equity Interests, including the Equity Interests themselves, automatically terminate such that all obligations under all such agreements, instruments, and other documents are deemed fully and finally extinguished.

11. **Dismissal of Adversary Proceeding**. Prior to the Effective Date, the Bankruptcy Court shall enter an order dismissing the Adversary Proceeding with prejudice, which dismissal shall become effective only upon the Effective Date and payment of the Purchase Price, and the Committee and RUS shall lodge the stipulated Order dismissing the Adversary Proceeding and shall each execute and deliver agreed upon written releases of the other parties to the Adversary

Proceeding which shall be limited to their claims asserted in the pleadings in the Adversary Proceeding and effective only upon the Effective Date and payment of the Purchase Price.

12. **Effecting Documents; Further Transactions; Timing**. The Debtor and Reorganized Accipiter and all other parties any agreement or instrument to be executed under the Plan must, as of the Effective Date and without further order of the Bankruptcy Court, execute, deliver, file, or record all contracts, instruments, releases, and other agreements or documents contemplated in the Plan, and take all actions necessary or appropriate to effect and further evidence the terms of the Plan. All transactions required to occur on the Effective Date under the terms of the Plan are deemed to have occurred simultaneously. RUS shall execute any release and/or other necessary documents to evidence and effectuate the release of its liens that the Purchaser reasonably requests.

13. **No Corporate Action Required**. As of the Effective Date, (a) the adoption, execution, delivery, and implementation of all documents, contracts, leases, instruments, releases, and other agreements related to or contemplated by the Plan, and (b) the other matters provided for under, or in furtherance of, the Plan involving corporate action required of the Debtor, are deemed to have occurred, are effective, binding, and enforceable in accordance with their respective terms, and are deemed authorized and approved in all respects without further order of the Bankruptcy Court or any further action by the Debtor's officers, directors, or shareholders.

14. **Post-Effective Date Management.** On the Effective Date or as soon as reasonably practicable thereafter, the directors and officers identified in Section 4.11 of the Plan shall serve as Initial Board of Directors and Initial Officers. After the Effective Date, the corporate governance and management of the Reorganized Accipiter shall be determined by the board of directors in accordance with the laws of the applicable state of organization.

15. **Vesting of Assets.** Except as provided in the Plan or this Confirmation Order, all property of the Estate vests in Reorganized Accipiter on the Effective Date free and clear of all Liens and Claims existing before the Effective Date. From and after the Effective Date, Reorganized Accipiter may use and dispose of its property free of any restrictions of the Bankruptcy Code, including the employment of, and payment to, Professionals except as otherwise provided in the Plan or the Confirmation Order.

16. **Governmental Approvals Not Required.** Except as otherwise stated in the Plan, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the dissemination, implementation or consummation of the Plan, the Disclosure Statement, any documents, instruments or agreements, and any amendments or modifications thereto, and any other transactions referred to in, or contemplated by, the Plan and the Disclosure Statement, without any requirement for further action by the Plan Proponents or the Debtor.

17. **Section 1145 Exemption.** In accordance with Bankruptcy Code § 1145, the issuance of the New Common Stock under the Plan is exempt from all federal, state, or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in a security.

18. **Exemption from Transfer Taxes.** To the fullest extent permitted by Bankruptcy Code § 1146(a): (a) the issuance, distribution, transfer, and exchange of assets or property of the Estate; (b) the execution, assignment, modification, or recording of any lease or sublease; and (c) the execution, delivery, or recording of a deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, the Confirmation Order, or any transaction contemplated above, or any transactions arising out of, contemplated by, or in any way related to, the foregoing are not subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, or real estate transfer tax, or other similar tax or governmental assessment and the appropriate state or local government officials or agents are

directed to forego the collection of any such tax or assessment and to accept for filing or recordation any of the foregoing instruments or other documents without the payment of any such tax or assessment.

19. **Dissolution of the Committee.** The Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code section 1103 and shall perform such other duties as it may have been assigned by the Bankruptcy Court prior to the Effective Date. On the Effective Date, the Committee shall be dissolved and the Committee's members shall be deemed released of all their duties, responsibilities and obligations in connection with the Chapter 11 Case or the Plan and its implementation, and the retention or employment of the Committee's Professionals shall terminate.

AVOIDANCE ACTIONS, LITIGATION CLAIMS

20. **Retention and Reservation.** All Avoidance Actions and Litigation Claims are retained and reserved for Reorganized Accipiter, which is designated as the Estate's representative under Bankruptcy Code § 1123(b)(3)(B) for purposes of the Avoidance Actions and Litigation Claims, in accordance with Article 7 of the Plan and the Plan Supplement.

21. **Prosecution**. Reorganized Accipiter has the sole authority to prosecute, defend, compromise, settle, and otherwise deal with any Avoidance Actions and Litigation Claims, and does so in its capacity as a representative of the Estate in accordance with Bankruptcy Code § 1123(b)(3)(B). Reorganized Accipiter will pay the fees and costs associated with litigating the Avoidance Actions and the Litigation Claims. Reorganized Accipiter has sole discretion to determine in its business judgment which Avoidance Actions and Litigation Claims to pursue, which to settle, and the terms and conditions of those settlements. No Avoidance Actions or Litigation Claims will be brought by Reorganized Accipiter against the holders of Claims listed on the Claims Schedule.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

22. **Assumption of Executory Contracts and Unexpired Leases.** In accordance with Article V of the Plan, all executory contracts and unexpired leases will be deemed rejected as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code except those executory contracts and unexpired leases that (i) are designated as an exhibit to the Plan Supplement as assumed, (ii) have been assumed by a separate Final Order of the Bankruptcy Court, (iii) are the subject of a motion to assume pending on the Effective Date or (iv) are assumed pursuant to the terms of the Plan. The listing of a document in the Plan Supplement shall not constitute an admission by the Debtor or the Plan Proponents that such document is an executory contract or an unexpired lease or that the Debtor or Reorganized Accipiter has any liability thereunder. Unless a party to an executory contract or lease listed on the Schedule of Assumed Contracts and Leases filed in the Plan Supplement timely filed an objection to the Cure amount, the Cure amount listed on the Schedule of Assumed Contracts and Leases will govern and payment of such Cure amount by Reorganized Accipiter will constitute a cure of all monetary defaults under such executory contract or lease.

23. **Rejection Claims Bar Date.** All Rejection Claims must be filed by the Rejection Claims Bar Date. Any Rejection Claim not filed by the Rejection Claims Bar Date is forever barred. All Rejection Claims are General Unsecured Claims under the Plan. With respect to any executory contract or unexpired lease rejected by the Debtor before the Effective Date, the deadline for filing a Rejection Claim remains the deadline set forth in the order of the Bankruptcy Court authorizing that rejection. If the order did not contain such a deadline, the deadline for filing a Rejection Claim is 30 days after the Effective Date.

24. **Administrative Claims Bar Date.** All requests for payment of an Administrative Claim (other than a Professional Fee Claim) must be served (i) if prior to the Effective Date, on the Debtor and the Plan Proponents or (ii) on or after the Effective Date, Reorganized Accipiter, and filed with the Bankruptcy Court no later than the Administrative Claims Bar Date. Any

holder of an Administrative Claim (other than a Professional Fee Claim) that fails to file and serve its request by the Administrative Claims Bar Date is forever barred from asserting its Administrative Claim against the Debtor or Reorganized Accipiter.

RELEASES, INJUNCTIONS, STAYS

25. **Discharge.** Except as provided in the Plan or the Confirmation Order: (a) the rights granted under this Plan and the treatment of Claims and Equity Interests under this Plan are in exchange for and in complete satisfaction, discharge, and release of, all Claims including any interest accrued on any Claim from the Petition Date; and (b) confirmation of this Plan discharges the Debtor and Reorganized Accipiter from all Claims or other debts that arose before the Effective Date to the fullest extent allowed under Bankruptcy Code § 1141(a), (b), (c), and (d)(1).

26. **Pre-Effective Date Injunctions or Stays.** All injunctions or stays, whether by operation of law or by order of the Bankruptcy Court, provided for in the Chapter 11 Case pursuant to Bankruptcy Code sections 105 or 362 or otherwise that are in effect on the Confirmation Date shall remain in full force and effect until the Effective Date.

27. **Injunction and Exculpation Provisions Under the Plan.** The release, injunctions and exculpation provisions set forth in Sections 9.3 and 9.4 of the Plan are approved and authorized in their entirety, and such provisions shall be effective and binding on all Persons and Entities to the extent provided in the Plan.

28. **Indemnification Obligations.** Any obligation of the Debtor to indemnify any Person serving as a fiduciary of any employee benefit plan of the Debtor under charter, bylaws, contract, or applicable state law is an executory contract and is rejected as of the Effective Date. Any obligation of the Debtor to indemnify, reimburse, or limit the liability of any Person, including any officer or director of the Debtor, or any agent, professional, financial advisor, or underwriter of any securities issued by the Debtor related to any acts or omissions occurring

before the Petition Date is rejected under the Plan as of the Confirmation Date if the Effective Date occurs. Any Claim resulting from these rejections in favor of any Person must be filed by the Rejection Claims Bar Date and constitutes a General Unsecured Claim. Notwithstanding any of the foregoing, nothing contained in the Plan or in this Confirmation Order affects the rights of any Person covered by an applicable D&O Policy with respect to such policy.

PLAN CONSUMMATION AND EFFECTIVENESS

29. **Waiver of Stay.** For good cause shown, the stay of this Confirmation Order provided by Bankruptcy Rule 3020(e) is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

30. **Authorization to Consummate.** The Plan Proponents are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to effectiveness set forth in Section 8.2 of the Plan.

31. **Failure of Consummation.** If the Effective Date does not occur, then nothing contained in the Plan shall (a) constitute a waiver or release of any Claims against or Equity Interests in the Debtor; (b) prejudice in any manner the rights of the holder of any Claim against, or Equity Interest in, the Debtor (c) prejudice in any manner any right, remedy or Claim of the Debtor; (d) be deemed an admission against interest by the Debtor; or (e) constitute a settlement, implicit or otherwise, of any kind whatsoever.

32. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127, notwithstanding any post-Effective Date, non-material, technical modifications thereto.

33. **Notice of Confirmation.** In accordance with Bankruptcy Rules 2002 and 3020(c), the Plan Proponents shall serve notice of entry of this Confirmation Order, substantially

in the form attached hereto as **Exhibit A** (the "**Confirmation Order Notice**"), on the "core" notice parties and all holders of Claims and Equity Interests and within ten (10) Business Days after the date of entry of this Confirmation Order. The form of the Confirmation Order Notice is hereby approved in all respects.

34. **Notice of Effective Date.** The Plan Proponents shall file with the Bankruptcy Court a notice of the occurrence of the Effective Date within 3 business days after the conditions in Section 8.2 of the Plan have been satisfied or waived pursuant to Section 8.3, and the Effective Date has occurred (the "**Effective Date Notice**"). The Effective Date Notice shall be filed in the main Chapter 11 Case and the Adversary Proceeding. Notwithstanding the above, no notice of Confirmation or consummation or service of any kind shall be required to be mailed or made upon any Entity to whom the Plan Proponents mailed notice of the Confirmation Hearing, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Plan Proponents have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. The above-referenced notices are adequate under the particular circumstances of the Chapter 11 Case, and no other or further notice is necessary.

OTHER MATTERS

35. **Binding Effect.** Upon the occurrence of the Effective Date, all provisions of the Plan are binding on, and inure to the benefit of, the Debtor and the holders of all Claims and Equity Interests and their respective successors and assigns. All agreements, instruments and other documents filed in connection with the Plan shall have full force and effect, and shall bind all parties thereto, subject to the occurrence of the Effective Date, upon the entry of the Confirmation Order, whether or not such exhibits actually shall be executed by parties other than the Plan Proponents or the Debtor, or shall be issued, delivered or recorded on the Effective Date or thereafter. The rights, benefits and obligations of any entity named or referred to in the Plan

shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

36. **Severability.** If the Bankruptcy Court or any appellate court finds the Plan or any provision of the Plan to be invalid, illegal or unenforceable, or if the Bankruptcy Court cannot confirm the Plan under Bankruptcy Code § 1129, the Bankruptcy Court, at the Purchaser's request, with the consent of the Committee not to be unreasonably withheld, or Reorganized Accipiter's request, may retain the power to alter and interpret the Plan or any such provision to make it valid or enforceable to the maximum extent feasible, consistent with the original purpose of the provision held to be invalid or unenforceable, and such provision then becomes applicable as altered or interpreted. This Confirmation Order constitutes a judicial determination and provides that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable.

37. **Post-Confirmation Modifications.** After the Confirmation Date but before substantial consummation of the Plan as defined in Bankruptcy Code § 1101(2), the Plan Proponents or Reorganized Accipiter may, under Bankruptcy Code § 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, and any matters necessary to carry out the Plan's purposes as long as those proceedings do not materially and adversely affect the treatment of holders of Claims or Equity Interests under the Plan. The Plan Proponents or Reorganized Accipiter must serve prior notice of those proceedings in accordance with the Bankruptcy Rules or applicable order of the Bankruptcy Court.

38. **Applicable Non-Bankruptcy Law.** Pursuant to Bankruptcy Code sections 1123(a) and 1142(a), the provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law, rule or regulation.

39. **References to and Omissions of Plan Provisions.** References to articles, sections and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan be confirmed in its entirety and incorporated herein by this reference.

40. **Headings.** Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

41. **Effect of Conflict.** This Confirmation Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order, except as set forth in this paragraph. If there is any inconsistency between the terms of this Confirmation Order and the Plan (including any amendments thereto), the terms of this Confirmation Order shall govern and control. If there is any inconsistency between the terms of the Plan (including any amendments thereto), the terms of the Plan Supplement and the terms of this Confirmation Order, the terms of the Plan Supplement shall govern and control.

42. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Case, including the matters set forth in Article X of the Plan and section 1142 of the Bankruptcy Code. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan or in the Chapter 11 Case, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

*** * * SIGNED AND DATED ABOVE * * ***

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
DISTRICT ARIZONA

In re ACCIPITER COMMUNICATIONS, INC., d/b/a ZONA COMMUNICATIONS, Debtor.	Chapter 11 Case No. 2:14-bk-04372-GBN **NOTICE OF ENTRY OF ORDER APPROVING SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION PROPOSED BY PINPOINT HOLDINGS, INC. AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

PLEASE TAKE NOTICE that, on December [14], 2016, the United States Bankruptcy Court for the District of Arizona entered the *Findings of Fact, Conclusions of Law and Order Approving the Second Amended Chapter 11 Plan of Reorganization Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors* (Docket No. ___) (the "**Confirmation Order**") confirming the *Second Amended Chapter 11 Plan of Reorganization Proposed by Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors* (Docket No. 368) (the "**Plan**").

PLEASE TAKE FURTHER NOTICE that copies of the Plan, Confirmation Order, and any other related documents may be obtained by writing to counsel to the Committee: Alisa C. Lacey, or Christopher C. Simpson, Stinson Leonard Street LLP, 1850 North Central Avenue, Suite 2100, Phoenix, Arizona 85004, Alisa.Lacey@stinson.com or Christopher.Simpson@stinson.com. In addition, copies of any pleadings filed in this Chapter 11 Case remain on file with the Office of the Clerk of the Court and viewable through access to the PACER and ECF system.

December [__], 2016.

/s/ Jared G. Parker
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ATTACHMENT 2

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Counsel for the Official Committee of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT

DISTRICT ARIZONA

In re ACCIPITER COMMUNICATIONS, INC., d/b/a ZONA COMMUNICATIONS, Debtor.	Chapter 11 Case No. 2:14-bk-04372-GBN **SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION PROPOSED BY PINPOINT HOLDINGS, INC. AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

Pinpoint Holdings, Inc. and the Official Committee of Unsecured Creditors co-propose this plan for the resolution of all outstanding claims and equity interests.

All holders of Claims or Equity Interests should read the Plan, the Disclosure Statement, and the related materials in their entirety.

Subject to the restrictions on modifications set forth in Bankruptcy Code § 1127, Bankruptcy Rule 3019, and Section 11.01 of the Plan, the Plan Proponents may amend the Plan before its substantial consummation.

ARTICLE 1.
DEFINITIONS AND RULES OF INTERPRETATION

All capitalized terms used in the Plan are defined in this Article 1, the Bankruptcy Code, or the Bankruptcy Rules. "Including" means "including without limitation."

As used in the Plan, the following terms have the following meanings:

1.01. Adequate Protection Payments. The Debtor's monthly payments of cash to RUS under stipulated orders of the Bankruptcy Court in the Bankruptcy Case regarding the Debtor's use of cash collateral.

1.02. Administrative Claim. A Claim for any expense Allowed under Bankruptcy Code §§ 503(b), 507(b), or 546(c)(2) and entitled to priority under Bankruptcy Code § 507(a)(2), including: (a) fees payable under 28 U.S.C. § 1930; (b) actual and necessary costs and expenses incurred in the ordinary course of the Debtor's business; (c) actual and necessary costs and expenses of preserving the Estate or administering the Chapter 11 Case; and (d) all Professional Fee Claims to the extent Allowed by Final Order under Bankruptcy Code § 330.

1.03. Administrative Claims Bar Date. The first Business Day 30 days after the Effective Date.

1.04. Adversary Proceeding. Adversary proceeding number 2:15-ap-00005-GBN in the Bankruptcy Case, under which the Committee, on the Estate's behalf, seeks, among other things, to equitably subordinate the RUS Claims to the claims of all creditors and, alternatively, to re-characterize the RUS Claims as Equity Interests.

1.05. Allowed. With respect to any Claim against, or Equity Interest in, the Debtor:

a. allowed by Final Order, whether or not following an objection to its allowance, a motion to estimate for purposes of allowance, or a request to subordinate filed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court; or

b. proof of which, request for payment of which, or application for allowance of which was filed or deemed filed with the Bankruptcy Court on or before the Bar Date, the Administrative Claims Bar Date, the Professional Fee Bar Date, or the Rejection Damages Bar Date, as applicable, for filing proofs of claim or equity interest or requests for payment for Claims of that type against the Debtor or other applicable date established by order of the Bankruptcy Court, even if that date is after the Bar Date, the Administrative Claims Bar Date, the Professional Fee Bar Date, or the Rejection Damages Bar Date, as applicable; or

c. listed as undisputed, liquidated, and non-contingent in the Schedules and no objection to its allowance, motion to estimate for purposes of allowance, or request to subordinate has been filed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court.

1.06. Avoidance Actions. All statutory causes of action preserved for the Estate under Bankruptcy Code §§ 510, 542, 543, 544, 545, 547, 548, 549, 550, and 553 that the Estate may have against any Person. For the avoidance of doubt, under Bankruptcy Code § 546(a), the time

period for the Debtor (or any party on its behalf) to bring preference actions seeking to avoid certain pre-Petition transfers has expired and, accordingly, Reorganized Accipiter will not seek to pursue any such preference actions. Reorganized Accipiter reserves all rights to bring an Avoidance Action with respect to any Claim not identified on the Claims Schedule.

1.07. Bankruptcy Code. Title 11 of the United States Code.

1.08. Bankruptcy Court. The United States District Court for the District of Arizona and, to the extent of any reference under 28 U.S.C. § 157, the bankruptcy unit of the District Court under 28 U.S.C. § 151.

1.09. Bankruptcy Rules. Collectively, the Federal Rules of Bankruptcy Procedure as promulgated under 28 U.S.C. § 2075 and any Local Rules of the Bankruptcy Court applicable to the Chapter 11 Case.

1.10. Bar Date. The date fixed by the Bankruptcy Court by which Persons asserting a Claim against the Debtor (except Administrative Claims, Professional Fee Claims, and Rejection Damages Claims) are required to file a proof of claim or be forever barred from asserting a Claim against the Debtor or its property, from voting on the Plan, and from sharing in distributions under the Plan.

1.11. Benefit Plans. All benefit plans of whatever type that the Debtor provided to its employees, whether now in existence or previously terminated, and any rights of employees to extended coverage arising from any benefit plan, whether under the terms of that benefit plan or under applicable law.

1.12. Business Day. Any day other than a Saturday, Sunday, or legal holiday (as defined in Bankruptcy Rule 9006).

1.13. Cash. Currency, checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks, money orders, negotiable instruments, and wire transfers of immediately-available funds.

1.14. Chapter 11 Case. The case under chapter 11 of the Bankruptcy Code for the Debtor pending before the Bankruptcy Court under Case No. 2:14-bk-04372-GBN.

1.15. Claim. A claim against the Debtor or its property as defined in Bankruptcy Code § 101(5), including: (a) any right to payment, whether or not the right is reduced to judgment, liquidated, fixed, contingent, matured, disputed, legal, equitable, secured, or unsecured arising at any time before the Effective Date; or (b) any right to an equitable remedy for breach of performance if the breach gives rise to a right to payment, whether or not the right to an equitable remedy is reduced to judgment, fixed, contingent, matured, disputed, secured, or unsecured.

1.16. Claims Schedule. That certain schedule, attached as **Appendix 5** to the Disclosure Statement, which identifies those Claims by name of holder and amount that Reorganized Accipiter will not object to on any basis, including pursuant to any Avoidance Action. To the extent any such Claim (i) is not the subject of an objection by the Debtor or another party in interest on the Effective Date or (ii) has not been Disallowed by order of the Court, such

identified Claims shall be deemed Allowed Claims on the Effective Date. The Claims Schedule shall be reasonably acceptable to the Plan Proponents.

1.17. Class. A category consisting of holders of Claims or Equity Interests substantially similar in nature to the Claims or Equity Interests of other holders placed in that category, as designated in Article 3 of the Plan.

1.18. Collateral. Any property or interest in property of the Estate subject to a Lien to secure the payment or performance of a Claim, the Lien not avoidable or invalid under the Bankruptcy Code or applicable state law.

1.19. Committee. The official committee of unsecured creditors appointed in the Chapter 11 Case under Bankruptcy Code § 1102.

1.20. Confirmation Date. The date the Bankruptcy Court enters the Confirmation Order.

1.21. Confirmation Hearing. The evidentiary hearing at which the Bankruptcy Court considers confirmation of the Plan.

1.22. Confirmation Order. The order of the Bankruptcy Court confirming the Plan under the Bankruptcy Code. The Confirmation Order shall be in form and substance acceptable to the Plan Proponents.

1.23. Contingent Claim. Any Claim for which a proof of claim has been filed with the Bankruptcy Court that: (a) was not filed in a fixed amount, or has not accrued and depends on a future event that has not occurred and may never occur; and (b) has not been Allowed on or before the Effective Date.

1.24. Cure. The payment on the Effective Date of Cash or other property as a condition to the assumption or assumption and assignment by the Debtor of an executory contract or unexpired lease of nonresidential real property, in accordance with Bankruptcy Code § 365(b).

1.25. D&O Policy. Any directors and officers liability insurance policy or any applicable errors and omissions policy applicable to the Debtor's directors, officers, and managers.

1.26. Debtor. Accipiter Communications, Inc., doing business as Zona Communications, a Nevada corporation with its principal place of business in Phoenix, Arizona.

1.27. Disallowed. In reference to a Claim, a Claim or any portion of a Claim that: (a) has been disallowed or withdrawn by Final Order; or (b) with respect to a Claim other than an Administrative Claim, a Professional Fee Claim, or a Rejection Claim, was listed as disputed, unliquidated, or contingent in the Schedules and no proof of which was filed before the applicable Bar Date.

1.28. Disclosure Statement. The written disclosure statement relating to the Plan (including all exhibits and schedules) in the form approved by the Bankruptcy Court under Bankruptcy Code § 1125 and Bankruptcy Rule 3017.

1.29. Disputed. With respect to a Claim or Equity Interest, any Claim or Equity Interest: (a) listed in the Schedules as unliquidated, disputed, or contingent, or as to which the Debtor, the Committee, the Purchaser, Reorganized Accipiter, or any other party-in-interest has (i) interposed a timely objection or request for estimation, or (ii) sought to equitably subordinate or otherwise limit recovery in accordance with the Bankruptcy Code and the Bankruptcy Rules, in each instance where such listing, objection, request for estimation, or action to limit recovery has not been withdrawn or determined by a Final Order; or (b) that is a Contingent Claim.

1.30. Effective Date. The date selected by the Plan Proponents which shall not be more than 25 Business Days after the first Business Day on which (a) no stay of the Confirmation Order is in effect and (b) all conditions to the Effective Date set forth in Section 8.02 of the Plan have been satisfied or waived in accordance with the Plan.

1.31. Equity Interest. Any equity interest in the Debtor represented by any certificated or uncertificated shares or membership interest issued to any Person before the Effective Date, and any warrants, options, or rights to purchase any equity interest.

1.32. Equity Related Claim. Any Claim by any Person other than the Debtor or Reorganized Accipiter: (a) arising from the rescission of a purchase or sale of an Equity Interest; or (b) for damages arising from the purchase or sale of an Equity Interest; or (c) that asserts equitable or contractual rights of reimbursement, contribution, or indemnification arising from such a Claim; including any Claim that has been or may be asserted by any Person other than the Debtor or Reorganized Accipiter against the Debtor on one or more of its officers or directors, asserting violations of federal securities laws or any applicable non-federal securities law.

1.33. Estate. The estate consisting of the Debtor's interests in property created under Bankruptcy Code § 541.

1.34. Exit Facility. That certain credit facility, in an aggregate principal amount of $4,000,000, to be entered into by the Purchaser and Reorganized Accipiter as of the Effective Date, substantially in the form, or on the terms, set forth in the Plan Supplement and shall be in form and substance acceptable to the Purchaser

1.35. FCC Approvals. Such consents, approvals, authorizations, licenses, permits, actions, waivers, no action statements, filings and/or notifications as are required to be made with or obtained from the Federal Communications Commission under the Communications Act of 1934 in order to consummate the transactions contemplated in the Plan.

1.36. Final Order. An order or judgment of the Bankruptcy Court: (a) as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired, or as to which any right to appeal, petition for certiorari, reargue, or rehear has been waived in writing in form and substance satisfactory to the Plan Proponents; and (b) if an appeal, writ of certiorari, or reargument or rehearing has been sought, as to which the highest court to which the order was appealed, or certiorari, reargument or rehearing was sought, has determined or denied the appeal, writ of certiorari, reargument, or rehearing, and the time to take any further appeal, petition for writ of certiorari, or move for reargument or rehearing has expired; but the filing of a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under

the Bankruptcy Rules, with respect to the order does not prevent the order from being a Final Order.

1.37. General Unsecured Claim. Any Claim against the Debtor existing as of the Petition Date including a Rejection Claim but excluding a Secured Claim, an Administrative Claim, a Priority Tax Claim, a Priority Claim, an Equity Related Claim, or a RUS Claim.

1.38. Installment Payments. The meaning given to such term in Section 3.04 of the Plan.

1.39. Litigation Claims. All claims and causes of action in law or in equity, whether known or unknown, contingent or otherwise, that the Estate has brought or may have against any Person, including those listed in the Plan Supplement, other than Avoidance Actions. Failure to list a Litigation Claim in the Plan does not waive or release that Litigation Claim. For the avoidance of doubt, any Claims listed on the Claims Schedules shall not be deemed Litigation Claims.

1.40. Miscellaneous Secured Claim. Any Secured Claim, other than a Secured Claim held by RUS, that is: (a) listed in the Schedules as a liquidated, non-contingent, and undisputed secured claim, or (b) reflected in a proof of claim as a secured claim secured by a Lien on Collateral to the extent of the value of the collateral, as determined in accordance with Bankruptcy Code § 506(a), or, if the claim is subject to setoff under Bankruptcy Code § 553, net of setoff.

1.41. Net Working Capital. All collectible account receivables, prepayments and materials (usable and saleable in the ordinary course) of the Debtor, ***less*** accounts payable, advanced billings and payments, customer credits, refunds, and deposits and other current and accrued liabilities of the Debtor; for the avoidance of doubt, the RUS Loan Claims shall be excluded from the calculation of the Net Working Capital.

1.42. New Common Stock. The common stock, $0.001 par value per share, to be authorized under the Amended and Restated Articles of Incorporation of Reorganized Accipiter.

1.43. Office Building. That certain office building located at 2238 W. Lone Cactus Drive, Suite 100, Phoenix, AZ 85027, which is currently owned by the Debtor and, on the Effective Date, will be owned by Reorganized Accipiter pursuant to the terms of the Plan.

1.44. Petition Date. March 28, 2014, the date on which the Debtor filed its voluntary chapter 11 petition in the Bankruptcy Court.

1.45. Plan. This chapter 11 plan, either in its present form or as it may be amended from time to time, including all its exhibits and the Plan Supplement.

1.46. Plan Proponents. The Purchaser and the Committee.

1.47. Plan Supplement. The compilation of documents and forms of documents, schedules, and exhibits to the Plan, to be filed by the Plan Proponents no later than 14 days prior to the Confirmation Hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and additional documents filed with the Bankruptcy Court before the Effective Date as amendments to the Plan Supplement, comprised of, among other documents, the following, if any and as applicable: (a) the Restated Governance Documents; (b) the list of

executory contracts and unexpired leases to be assumed and Cure amounts; (c) the Exit Facility or a term sheet outlining the material terms of the Exit Facility; (d) the selection of the Unsecured Creditor Trustee and governing documents related to the Unsecured Creditor Trust; and (d) the Litigation Claims. The Plan Supplement documents shall be in form and substance acceptable to the Purchaser; *provided, however*, that the selection of the Unsecured Creditor Trustee shall be made by the Committee and any such governing documents related thereto shall be reasonably acceptable in form and substance to the Committee and the Purchaser.

1.48. Preserved Ordinary Course Administrative Claim. Any Administrative Claim based on liabilities incurred by the Debtor in the purchase, lease, or use of goods and services in the ordinary course of its business, including Administrative Claims on account of services provided after the Petition Date to the Debtor by its employees, and Claims for unpaid rent or contract payments arising under a rejected executory contract or unexpired lease of nonresidential real property after the Petition Date and before the effective date of the rejection of that contract or lease, but excluding Professional Fee Claims.

1.49. Priority Claim. Any Claim (or portion of a Claim) entitled to priority under Bankruptcy Code § 507(a) other than Priority Tax Claims and Administrative Claims.

1.50. Priority Tax Claim. Any Claim of a Governmental Unit entitled to priority under Bankruptcy Code § 507(a)(8).

1.51. Professional. A Person: (a) employed in the Chapter 11 Case by a Final Order under Bankruptcy Code §§ 327, 328, 363, or 1103 and compensated for services under Bankruptcy Code §§ 327, 328, 329, 330, and 331 or by a Final Order; or (b) for whom compensation and reimbursement has been Allowed by a Final Order under Bankruptcy Code § 503(b).

1.52. Professional Fee Bar Date. The first Business Day 30 days after the Effective Date.

1.53. Professional Fee Claim. An Administrative Claim for compensation and reimbursement of expenses of a Professional incurred before the Effective Date submitted in accordance with Bankruptcy Code § § 328, 330, 331, or 503(b).

1.54. Pro Rata. A proportionate share, such that the ratio of the consideration distributed on account of an Allowed Claim in a Class to the amount of that Allowed Claim is the same as the ratio of all consideration distributed on account of all Allowed Claims in that Class to the amount of all Allowed Claims in that Class.

1.55. Purchaser. Pinpoint Holdings, Inc. or any designated affiliate of Pinpoint Holdings, Inc.

1.56. Purchase Price. The $5,250,000 purchase price to be paid by the Purchaser in order to acquire 100% of the New Common Stock on the Effective Date pursuant to the terms of this Plan.

1.57. Regulatory Filings. As defined in Section 4.07 of the Plan.

1.58. Rejection Claim. A Claim arising from the Debtor's rejection of an executory contract or unexpired lease either during the Chapter 11 Case or under the Plan other than a Claim for

unpaid rent or contract payments arising under a rejected executory contract or unexpired lease after the Petition Date and before the effective date of the rejection of that contract or lease.

1.59. Rejection Claims Bar Date. The first Business Day 30 days after the Effective Date.

1.60. Reorganized Accipiter. Accipiter Communications, Inc., on and after the Effective Date.

1.61. Restated Governance Documents. The *Amended and Restated Articles of Incorporation* of Reorganized Accipiter and the *Amended and Restated Bylaws* of Reorganized Accipiter, which shall be in form and substance acceptable to the Purchaser and which shall be substantially in the forms included as part of the Plan Supplement.

1.62. RUS. Acting through the Rural Utilities Service of the United States Department of Agriculture, the United States of America.

1.63. RUS A Loan Claim. The Claim held by RUS as of the Petition Date arising from the Debtor's obligations under the *Telephone Loan Contract* dated as of July 3, 1996 between the Debtor, RUS and the Rural Telephone Bank (to which RUS is the successor), as well as *the Mortgage Note* of the same date and the *Mortgage Note* of the same date evidencing the Hardship Loan.

1.64. RUS B Loan Claim. The Claim held by RUS as of the Petition Date arising from the Debtor's obligations under the *Telephone Loan Contract Amendment* dated as of August 1, 2001 between the Debtor, RUS and the Rural Telephone Bank (to which RUS is the successor), as well as two *Mortgage Notes* of the same date.

1.65. RUS C Loan Claim. The Claim held by RUS as of the Petition Date arising from the Debtor's obligations under the *Loan Agreement* dated as of October 13, 2005 between the Debtor, RUS and the Rural Telephone Bank (to which RUS is the successor), as well as the *Promissory Notes* of the same date.

1.66. RUS Loan Claims. Collectively, the RUS A Loan Claim, the RUS B Loan Claim, and the RUS C Loan Claim.

1.67. State PUC Approvals. Such consents, approvals, authorizations, licenses, permits, actions, waivers, no action statements, filings and/or notifications as are required to be made with or obtained from any state public service or public utility commission or similar state regulatory bodies of U.S. states or possessions with jurisdiction over the provision of local and intrastate telecommunications services in order to consummate the transactions contemplated in the Plan.

1.68. Schedules. The schedules of assets and liabilities, the list of holders of interests, and the statements of financial affairs filed by the Debtor under Bankruptcy Code § 521 and Bankruptcy Rule 1007, as the schedules, list, and statements may have been or may be supplemented or amended from time to time.

1.69. Secured Claim. Any Claim (a) listed in the Schedules as a liquidated, non-contingent, and undisputed secured Claim that has not otherwise been satisfied or waived prior to the

Confirmation Date, or (b) reflected in a proof of claim as a secured Claim, secured by a Lien on Collateral to the extent of the value of the Collateral, as determined in accordance with Bankruptcy Code § 506(a), or, if the Claim is subject to setoff under Bankruptcy Code § 553, net of the setoff.

1.70. Unsecured Creditor Trust. That certain trust formed in order to hold the lien granted on behalf of Class 4 unsecured creditors to secure the Installment Payments.

1.71. Unsecured Creditor Trustee. The trustee of the Unsecured Creditor Trust, who shall be selected by the Committee and be named as part of the Plan Supplement.

ARTICLE 2.
TREATMENT OF UNCLASSIFIED CLAIMS

2.01. Unclassified Claims. Under Bankruptcy Code § 1123(a)(1), Administrative Claims and Priority Tax Claims are not classified for purposes of voting on, or receiving distributions under, the Plan. Holders of Administrative Claims and Priority Tax Claims are not entitled to vote on the Plan but are treated separately in accordance with Sections 2.02 and 2.03 of the Plan and under Bankruptcy Code § 1129(a)(9)(A).

2.02. Allowed Administrative Claims.

a. Generally. Unless otherwise agreed to by the holder of the Claim and the Purchaser or Reorganized Accipiter, as applicable, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Administrative Claim, each Allowed Administrative Claim (other than a Professional Fee Claim) is paid in full in Cash (or otherwise satisfied in accordance with its terms) on the latest of: (a) the Effective Date, or as soon after that date as feasible; (b) any date the Bankruptcy Court may fix, or as soon after that date as feasible; or (c) 30 days after the Claim is Allowed.

b. Requests for Payment. All requests for payment of an Administrative Claim (other than a Professional Fee Claim) must be served (i) if prior to the Effective Date, on the Debtor and the Plan Proponents or (ii) on or after the Effective Date, Reorganized Accipiter, and filed with the Bankruptcy Court no later than the Administrative Claims Bar Date. Any holder of an Administrative Claim (other than a Professional Fee Claim) that fails to file and serve its request by the Administrative Claims Bar Date is forever barred from asserting its Administrative Claim against the Debtor or Reorganized Accipiter.

2.03. Professional Fee Claims.

a. **Pre-Effective Date Professional Fee Claims**. All requests for compensation or reimbursement of Professional Fee Claims pursuant to sections 327, 328, 330, 331, 503 or 1103 of the Bankruptcy Code for services rendered prior to the Effective Date shall be filed and served on the Debtor, Reorganized Accipiter, counsel to Reorganized Accipiter, the United States Trustee, counsel to the Plan Proponents and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Court, no later than the Professional Fee Bar Date. Holders of Professional Fee Claims that are required to file and serve applications for final allowance of their Professional Fee Claims and that do not file and serve such applications by the required deadline shall be forever barred from asserting such Claims against the Debtor, Reorganized Accipiter or their respective properties, and such Professional Fee Claims shall be deemed discharged. Objections to any Professional Fee Claims must be filed and served no later than twenty (20) days following the filing with the Court of any request for compensation or reimbursement of Professional Fee Claims.

b. **Post-Effective Date Professional Fees**. All reasonable fees and expenses incurred by Professionals after the Effective Date in furtherance of the Plan, the preparation, filing, and review of Professional Fee Claims, the prosecution of Avoidance Actions and Litigation Claims, and the resolution of Disputed Claims, shall be paid by Reorganized Accipiter on its receipt of an invoice, or on other terms Reorganized Accipiter and the Professional agree on, without the need for further Bankruptcy Court authorization or entry of a Final Order. Reorganized Accipiter may dispute and not pay any Professional fees incurred after the Effective Date. The Bankruptcy Court retains jurisdiction to resolve any such disputes.

2.04. Preserved Ordinary Course Administrative Claims. Each Allowed Preserved Ordinary Course Administrative Claim is paid in full in Cash at Reorganized Accipiter's election either: (a) in accordance with the terms and conditions under which the Claim arose; or (b) in the ordinary course of Reorganized Accipiter's business. Payments are made without further action by the holder of the Preserved Ordinary Course Administrative Claim.

2.05. Allowed Priority Tax Claims.

a. **Generally**. Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive, at the option of (i) the Purchaser, if before the Effective Date or (ii) Reorganized Accipiter, on or after the Effective Date, (a) Cash in an amount equal to such Allowed Priority Tax Claim on the later of (i) the Effective Date and (ii) the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or (b) treatment in any other manner such that its Allowed Priority Tax Claim shall not be Impaired, including equal annual installment payments in Cash of an aggregate value, as of the Effective Date, equal to the Allowed amount of such Claim, over a period ending not later than five (5) years after the Petition Date.

b. **Secured Tax Claims**. If any Allowed Priority Tax Claim is secured by a Lien on any property of the Estate under applicable non-bankruptcy law, the holder of that Claim retains the Lien it held as of the Petition Date securing the Claim until the Claim is paid in full. On

satisfaction of the Secured Tax Claim, the claimholder must release its Lien in accordance with applicable non-bankruptcy law.

ARTICLE 3.
CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

3.01. Class 1—Priority Claims. Class 1 consists of all Priority Claims other than Priority Tax Claims.

a. Impairment and Voting. Class 1 is unimpaired. All holders of Allowed Priority Claims are deemed to have accepted the Plan and do not vote on the Plan.

b. Treatment. Each holder of an Allowed Priority Claim other than a Priority Tax Claim receives Cash in an amount equal to its Allowed Priority Claim on the later of: (i) the Effective Date, or as soon after that date as feasible; and (ii) 30 days after the Priority Claim is Allowed; unless, before the later of those two dates, the holder of the Claim and Reorganized Accipiter agree in writing to a different date.

3.02. Class 2—Miscellaneous Secured Claims. Class 2 consists of all Miscellaneous Secured Claims. Each holder of an Allowed Miscellaneous Secured Claim is considered to be in its own separate subclass within Class 2, and each such subclass is deemed to be a separate Class for purposes of this Plan.

a. Impairment and Voting. Class 2 is unimpaired. All holders of Allowed Miscellaneous Secured Claims in Class 2 are deemed to have accepted the Plan and do not vote on the Plan.

b. Treatment. Each holder of an Allowed Miscellaneous Secured Claim in Class 2 receives Cash in an amount equal to its Allowed Miscellaneous Secured Claim from the proceeds of the collateral to which the claim pertains on the later of: (i) the Effective Date, or as soon after that date as feasible; and (ii) the closing date of the sale of the collateral to which the claim pertains; unless, before the later of those two dates, the holder of the Claim and Reorganized Accipiter agree in writing to a different date. Each holder of an Allowed Miscellaneous Secured Claim retains all Liens on applicable property of the Estate arising under applicable law until that holder's Allowed Miscellaneous Secured Claim is paid in full under the Plan.

3.03. Class 3—RUS Loan Claims. Class 3 consists of the RUS Loan Claims.

a. Allowance of Claims. The RUS Loan Claims are Allowed in the aggregate amount of $20,755,214.00.

b. Impairment and Voting. Class 3 is impaired. RUS may vote on the Plan.

c. Treatment. On or as soon as is reasonably practicable after the Effective Date but in no event later than 5 business days after the Effective Date, in full and final satisfaction of the RUS Loan Claims, the holder(s) of the RUS Loan Claims shall receive a Cash payment of $5,250,000 and all liens held on account of the RUS Loan Claims shall be released, and shall be deemed released, by RUS. For the avoidance of doubt, RUS shall execute any such release or

other necessary documents to evidence and effectuate the release of its liens that the Purchaser reasonably requests.

3.04. Class 4—General Unsecured Claims. Class 4 consists of all Allowed General Unsecured Claims, including Rejection Claims.

a. Impairment and Voting. Class 4 is impaired. All holders of Allowed Class 4 Claims may vote on the Plan.

b. Treatment. Each holder of an Allowed General Unsecured Claim receives, in full and final satisfaction of its Allowed General Unsecured Claim, payment in full in Cash of its Allowed General Unsecured Claim as follows: (i) its *pro rata* share of $200,000, to be distributed on or as soon as reasonably practicable after the Effective Date but in any event no later than 5 business days after the Effective Date so long as such creditor has provided Reorganized Accipiter with a completed W-8 or W-9 tax form and (ii) payment of the balance of its Allowed General Unsecured Claim as soon as is practicable but, in any event, no later than in eight equal monthly installments commencing on the first Business Day one month from the Effective Date, in all cases to be distributed on a *pro rata* basis (the "Installment Payments"). Reorganized Accipiter may prepay any Allowed General Unsecured Claim, or any remaining balance of such a Claim, in full or in part, at any time on or after the Effective Date without affecting the timing of payments on account of any other Allowed General Unsecured Claim. The Installment Payments shall be secured by a first lien on the Office Building in favor of the Unsecured Creditor Trustee, who shall be selected by the Committee and identified in the Plan Supplement.

3.05. Class 5—Equity Interests and Equity Related Claims. Class 5 consists of all Equity Interests and Equity Related Claims.

a. Impairment and Voting. Class 5 is impaired. All holders of Equity Interests and Equity Related Claims are deemed to reject the Plan without voting.

b. Treatment. Under Bankruptcy Code § 510(b), each Equity Related Claim is subordinated to all Claims or Equity Interests senior or equal to the Claim or Equity Interest represented by the Equity Related Claims. As of the Effective Date, all Equity Interests shall be cancelled and all Equity Related Claims are extinguished. The holders of Equity Interests and Equity Related Claims do not receive or retain any rights, property, or distributions on account of their Equity Interests or Equity Related Claims.

ARTICLE 4.
IMPLEMENTATION

4.01. Sources of Cash for Plan Distributions. All Cash necessary for Reorganized Accipiter to make payments pursuant to the Plan shall be obtained from existing Cash balances of the Debtor and Reorganized Accipiter (including the payment of the Purchase Price by the Purchaser) and the operations of the Debtor or Reorganized Accipiter, as applicable. Cash payments on account of Allowed Claims under the Plan and any Cure required under Section 5.03 of the Plan, are made from Reorganized Accipiter's Cash.

4.02. Exit Facility. On the Effective Date, Reorganized Accipiter shall enter into the Exit Facility. The Exit Facility shall be substantially in the form, or on the terms, set forth in the Plan Supplement, and shall be in form and substance acceptable to the Purchaser. Among other terms, the security granted by Reorganized Accipiter to the lender in connection with the Exit Facility shall include a specific and limited lien subordination on the Office Building. Such Office Building lien shall be provided as security for the Installment Payments required to be made to the holders of General Unsecured Claims under Article 3.04 of the Plan.

4.03. Restructuring Transactions. On the Effective Date, 100% of the New Common Stock for Reorganized Accipiter will be issued to the Purchaser in exchange for the Purchase Price pursuant to the terms of the Plan. As of the Effective Date, Reorganized Accipiter shall be deemed to have assumed and to have agreed to pay, perform and satisfy all liabilities that become Allowed Claims that are to receive distributions and are not discharged under the Plan.

4.04. Formation of the Unsecured Creditor Trust. On the Effective Date, the Unsecured Creditor Trust shall be formed in order to hold the lien granted on behalf of Class 4 unsecured creditors to secure the Installment Payments. The Committee shall select the Unsecured Creditor Trustee. The selection of the Unsecured Creditor Trustee, and any governing documents related thereto, shall be filed as part of the Plan Supplement.

4.05. Restated Governance Documents. As of the Effective Date and without any further action by the directors of the Debtor or Reorganized Accipiter, the Debtor's corporate governance documents are amended and restated substantially in the forms of the Restated Governance Documents. The Restated Governance Documents, among other things, authorize the issuance of the New Common Stock and prohibit (to the extent required by Bankruptcy Code § 1123(a) and (b)) the issuance of non-voting equity securities. After the Effective Date, Reorganized Accipiter may amend its corporate governance documents as permitted by applicable law.

4.06. Section 1145 Exemption. In accordance with Bankruptcy Code § 1145, the issuance of the New Common Stock under the Plan is exempt from all federal, state, or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in a security.

4.07. Necessary Documents. The Debtor and its officers and directors are authorized and directed to provide the Purchaser with reasonable and prompt access to the Debtor's employees and records and, promptly, with all relevant information pertaining to the Debtor's operations, to assist with the closing of the transactions contemplated in the Plan when requested by the Purchaser. Notwithstanding anything to the contrary herein, the Debtor is authorized, empowered and directed (a) to take all actions in order to consummate the terms of this Plan and the transactions hereunder including, without limitation, making all necessary applications, requests, notices and other filings and notifications (collectively, the "Regulatory Filings") to obtain or maintain all FCC Approvals and State PUC Approvals and (b) to execute any such other documents or filings prior to the Effective Date required, or reasonably requested by the Purchaser, to consummate the transactions contemplated in the Plan. For the avoidance of doubt, the Regulatory Filings made by the Debtor shall be in form and substance acceptable to the Purchaser. Further, the Purchaser shall act in good faith in making such Regulatory Filings

and shall use commercial reasonably efforts to obtain the FCC Approvals and State PUC Approvals as promptly as is practicable and permitted under applicable law.

4.08. Cancellation of Instruments and Agreements. On the Effective Date, all agreements, instruments, and other documents relating to any Equity Interests, including the Equity Interests themselves, automatically terminate such that all obligations under all such agreements, instruments, and other documents are deemed fully and finally extinguished.

4.09. Dismissal of Adversary Proceeding. Prior to the Effective Date, the Bankruptcy Court shall enter an order dismissing the Adversary Proceeding with prejudice, which dismissal shall become effective only upon the Effective Date and payment of the Purchase Price, and the Committee and RUS shall lodge the stipulated order dismissing the Adversary Proceeding and shall each execute and deliver agreed upon written releases of the other parties to the Adversary Proceeding which shall be limited to their claims asserted in the pleadings in the Adversary Proceeding and effective only upon the Effective Date and payment of the Purchase Price.

4.10. No Corporate Action Required. As of the Effective Date, (a) the adoption, execution, delivery, and implementation of all documents, contracts, leases, instruments, releases, and other agreements related to or contemplated by the Plan, and (b) the other matters provided for under, or in furtherance of, the Plan involving corporate action required of the Debtor, are deemed to have occurred, are effective, binding, and enforceable in accordance with their respective terms, and are deemed authorized and approved in all respects without further order of the Bankruptcy Court or any further action by the Debtor's officers, directors, or shareholders.

4.11. Post-Confirmation Management.

a. Initial Board of Directors. The initial board of directors of Reorganized Accipiter as of the Effective Date comprises three directors: (1) Michael B. Urdahl; (2) J. Thomas Shoemaker; and (3) Dwight 'Doc' Wininger.

b. Initial Officers. The initial officers of Reorganized Accipiter as of the Effective Date are: (1) Michael B. Urdahl, President and Chief Executive Officer; (2) Chris Karn, Chief Operations Officer, (3) Bachtiyer Kholmatov, Chief Financial Officer, (4) J. Thomas Shoemaker, Chief Technical Officer, and (5) Dwight 'Doc' Wininger, Executive Vice President, External Affairs.

ARTICLE 5.
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.01. Assumption of Executory Contracts and Unexpired Leases. All executory contracts and unexpired leases will be deemed rejected as of the Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code except those executory contracts and unexpired leases that (i) are designated as an exhibit to the Plan Supplement as assumed, (ii) have been assumed by a separate Final Order of the Bankruptcy Court, (iii) are the subject of a motion to assume pending on the Effective Date or are (iv) assumed pursuant to the terms of the Plan. The listing of a document in the Plan Supplement shall not constitute an admission by the Debtor or the Plan Proponents that such document is an

executory contract or an unexpired lease or that the Debtor or Reorganized Accipiter has any liability thereunder.

5.02. Approval. Entry of the Confirmation Order constitutes: (a) the approval under Bankruptcy Code § 365 of the assumption of the executory contracts and unexpired leases assumed under the Plan; and (b) the approval under Bankruptcy Code § 365 of the rejection of the executory contracts and unexpired leases rejected under the Plan. All insurance policies shall be assumed by Reorganized Accipiter. Notwithstanding anything contained in this Section 5.02 to the contrary, the Plan Proponents may, with the consent of the Purchaser, amend the Plan Supplement to add or change the treatment (assumed or rejected) of any executory contract or unexpired lease, thus changing the treatment of the contract or lease under the Plan, at any time before the Effective Date.

5.03. Cure of Defaults. On the Effective Date or as soon after as is feasible, Reorganized Accipiter must Cure any defaults under any executory contract or unexpired lease assumed under the Plan. Any monetary Cure required for the assumption of a particular contract or lease is indicated on an exhibit to the Plan Supplement. Any non-Debtor party to any such contract or lease that disputes the amount of Cure indicated on to the Plan Supplement exhibit must file a written objection with the Bankruptcy Court no later than the deadline for objecting to confirmation of the Plan. If the Plan Supplement exhibit is modified to add an executory contract or unexpired lease to be assumed less than 7 business day prior to the deadline for objecting to confirmation of the Plan, the non-Debtor party to such contract or lease shall have 7 business days to file an objection to the proposed Cure amount. Any such objections not raised in that manner are waived. The Debtor or Reorganized Accipiter will not, and need not as a condition to assuming any executory contract or unexpired lease under the Plan, Cure any default that need not be cured under Bankruptcy Code § 365(b).

5.04. Rejection Claims Bar Date. All Rejection Claims must be filed by the Rejection Claims Bar Date. Any Rejection Claim not filed by the Rejection Claims Bar Date is forever barred. All Rejection Claims are General Unsecured Claims under the Plan. With respect to any executory contract or unexpired lease rejected by the Debtor before the Effective Date, the deadline for filing a Rejection Claim remains the deadline set forth in the order of the Bankruptcy Court authorizing that rejection. If the order did not contain such a deadline, the deadline for filing a Rejection Claim is 30 days after the Effective Date.

5.05. Indemnification Obligations. Any obligation of the Debtor to indemnify any Person serving as a fiduciary of any employee benefit plan of the Debtor under charter, by-laws, contract, or applicable state law is an executory contract and is rejected as of the Effective Date. Any obligation of the Debtor to indemnify, reimburse, or limit the liability of any Person, including any officer or director of the Debtor, or any agent, professional, financial advisor, or underwriter of any securities issued by the Debtor related to any acts or omissions occurring before the Petition Date is rejected under the Plan as of the Confirmation Date if the Effective Date occurs. Any Claim resulting from these rejections in favor of any Person must be filed by the Rejection Claims Bar Date and constitutes a General Unsecured Claim. Notwithstanding any of the foregoing, nothing contained in the Plan affects the rights of any Person covered by an applicable D&O Policy with respect to such policy.

5.06. Benefit Plans. All Benefit Plans not already assumed before the Confirmation Date are assumed as of the Effective Date if the Effective Date occurs, other than bonus plans and incentive plans. The Plan Supplement will include a list of any such bonus or incentive plans which will be assumed, if any. For the avoidance of doubt, to the extent any Benefit Plan requires that the Debtor grant equity interests to such employee, each such Benefit Plans shall be deemed modified such that no such equity interest grants are required under the terms thereof and any Equity Interests issued thereunder shall be deemed cancelled pursuant to the terms of the Plan. No Cure is required and no Cure will be made with respect to the assumption under the Plan of any Benefit Plan. Any non-Debtor beneficiary or participant in a Benefit Plan that disputes that no Cure is required for the assumption of the Benefit Plan must file an objection with the Bankruptcy Court no later than the deadline for objecting to confirmation of the Plan. Any such objections not raised in that manner are waived.

ARTICLE 6.
DETERMINATION OF CLAIMS

6.01. Claims Administration. As of and following the Effective Date, Reorganized Accipiter shall have the sole authority (a) to file, withdraw, or litigate to judgment objections to Claims or Equity Interests, (b) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court, (c) to amend the Schedules in accordance with the Bankruptcy Code, and (d) to administer and adjust the Claims Register to reflect any such settlements, withdrawals or compromises without any further notice to or action, order or approval by the Bankruptcy Court. Notwithstanding the foregoing, Reorganized Accipiter shall not object to any of the Claims identified on the Claims Schedule attached to the Disclosure Statement as **Appendix 5** and, to the extent any such Claim (i) is not the subject of an objection by the Debtor or another party in interest on the Effective Date or (ii) has been Disallowed by order of the Court, such identified Claims shall be deemed Allowed Claims on the Effective Date.

6.02. Objections to Claims. Notwithstanding the occurrence of the Effective Date, and except as to any Claim that has been Allowed before the Effective Date, Reorganized Accipiter may object to the allowance or seek estimation of any Claim against the Debtor on any grounds permitted by the Bankruptcy Code. Nothing in this section affects any party-in-interest's right to object to the allowance of any Claims or to seek the subordination of any Claim on any grounds permitted by the Bankruptcy Code. All objections to Claims must be brought by filing the appropriate pleading in the Bankruptcy Court before the first Business Day that is 180 days after the Effective Date, but the Bankruptcy Court may approve a later date on Reorganized Accipiter's motion filed (but not necessarily heard) before the first Business Day that is 180 days after the Effective Date.

6.03. Disallowance of Certain Claims. Any Claims held by Persons from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or by a Person that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and such Persons may not receive any distributions on account of their Claims until such time as such causes of action against such Persons have been settled or a Final Order with respect thereto has been entered and all sums due, if any, to the Debtor by such Person have been turned over or paid to Reorganized Accipiter.

6.04. Contingent Claims. Until a Contingent Claim becomes an Allowed Claim or is Disallowed, the Claim is treated as a Disputed Claim for all purposes under the Plan. The holder of a Contingent Claim is entitled to a distribution under the Plan only when the Contingent Claim becomes an Allowed Claim. Any Contingent Claim for reimbursement, indemnification or contribution held by a Person that may be liable with the Debtor on a Claim of a Creditor is Disallowed as of the Effective Date if: (a) that Creditor's Claim is Disallowed; (b) the Claim for reimbursement, indemnification or contribution is contingent as of the Effective Date; or (c) that Person asserts a right of subrogation to the rights of the Creditor under Bankruptcy Code § 509.

ARTICLE 7.
AVOIDANCE ACTIONS, LITIGATION CLAIMS

7.01. Retention and Reservation. All Avoidance Actions and Litigation Claims are retained and reserved for Reorganized Accipiter, which is designated as the Estate's representative under Bankruptcy Code § 1123(b)(3)(B) for purposes of the Avoidance Actions and Litigation Claims.

7.02. Prosecution. Reorganized Accipiter has the sole authority to prosecute, defend, compromise, settle, and otherwise deal with any Avoidance Actions and Litigation Claims, and does so in its capacity as a representative of the Estate in accordance with Bankruptcy Code § 1123(b)(3)(B). Reorganized Accipiter will pay the fees and costs associated with litigating the Avoidance Actions and the Litigation Claims. Reorganized Accipiter has sole discretion to determine in its business judgment which Avoidance Actions and Litigation Claims to pursue, which to settle, and the terms and conditions of those settlements.

ARTICLE 8.
CONDITIONS PRECEDENT

8.01. Conditions to Confirmation. The Plan may not be confirmed unless and until:

a. The Bankruptcy Court enters a Final Order approving the Disclosure Statement.

b. The Bankruptcy Court enters the Confirmation Order in form and substance acceptable to the Plan Proponents.

c. Substance of Confirmation Order. The Confirmation Order contains the following:

(i) The provisions of the Confirmation Order are non-severable and mutually dependent;

(ii) The Plan's assumption or rejection of all executory contracts and unexpired leases is approved;

(iii) The Debtor is released and discharged from all obligations arising under all executory contracts and unexpired leases rejected during the Chapter 11 Case or under the Plan;

(iv) The Debtor is authorized, empowered and directed (a) upon entry of the Confirmation Order, to take all actions in order to consummate the terms of the Plan and the

transactions contemplated herein, including, without limitation, making all Regulatory Filings and (b) to execute any such other documents prior to the Effective Date required and reasonably requested by the Purchaser in order to consummate the terms of the Plan and the transactions contemplated hereunder;

(v) In accordance with Bankruptcy Code § 1123(b)(3)(B), Reorganized Accipiter is appointed as the Estate's representative to prosecute, compromise, or abandon any Avoidance Actions and Litigation Claims in accordance with the Plan; and

(vi) The Bankruptcy Court retains jurisdiction to the fullest extent permissible by applicable law and at least to the extent contemplated by Article 10 of the Plan.

8.02. Conditions to Effectiveness. The Effective Date does not occur unless and until:

a. The Confirmation Date occurs;

b. The Confirmation Order is a Final Order and no request for revocation of the Confirmation Order under Bankruptcy Code § 1144 is pending;

c. The documentation for the Exit Facility shall have been executed and delivered by all of the parties thereto, including by Reorganized Accipiter, which documentation shall be in form and substance acceptable to the Purchaser, and the Purchaser shall have received $4 million in loan proceeds thereunder;

d. The Debtor shall have (i) a minimum Cash on hand balance of not less than $1.5 million (exclusive of the Purchase Price payment) and (ii) delivered to the Purchaser documentation, in a form acceptable to the Purchaser, evidencing that the Debtor has a minimum Cash on hand balance of not less than $1.5 million (exclusive of the Purchase Price payment);

e. The Debtor shall have (i) a Net Working Capital of at least $250,000 and (ii) delivered to the Purchaser documentation, in a form acceptable to the Purchaser, evidencing that the Net Working Capital is at least $250,000;

f. All authorizations, consents and regulatory approvals, including the FCC Approvals and the State PUC Approvals, required in connection with the effectiveness of the Plan and consummation of the transactions contemplated in this Plan shall have been obtained;

g. (i) A Final Order dismissing the Adversary Proceeding with prejudice shall have been entered, which order shall be in form and substance acceptable to the Plan Proponents and RUS and (ii) the Committee and RUS shall have lodged the stipulated order dismissing the Adversary Proceeding and shall each have executed and delivered agreed upon written releases of the other parties to the Adversary Proceeding which shall be limited to their claims asserted in the pleadings in the Adversary Proceeding and effective only upon the Effective Date and payment of the Purchase Price; and

h. All instruments and agreements to be issued, entered into, delivered, or filed under the Plan are issued, entered into, delivered, or filed and are effective.

8.03. Waiver of Conditions. The Plan Proponents may waive any condition to confirmation or the Effective Date, in whole or in part, at any time without notice, an order of the Bankruptcy Court, or any further action other than proceeding to confirmation and consummation of the Plan.

ARTICLE 9.
TITLE TO PROPERTY; THIRD PARTY RIGHTS

9.01. Vesting of Assets. Except as provided in the Plan or the Confirmation Order, all property of the Estate vests in Reorganized Accipiter on the Effective Date free and clear of all Liens and Claims existing before the Effective Date. From and after the Effective Date, Reorganized Accipiter may use and dispose of its property free of any restrictions of the Bankruptcy Code, including the employment of, and payment to, Professionals except as otherwise provided in the Plan or the Confirmation Order.

9.02. Discharge. Except as provided in the Plan or the Confirmation Order: (a) the rights granted under this Plan and the treatment of Claims and Equity Interests under this Plan are in exchange for and in complete satisfaction, discharge, and release of, all Claims including any interest accrued on any Claim from the Petition Date; and (b) confirmation of this Plan discharges the Debtor and Reorganized Accipiter from all Claims or other debts that arose before the Effective Date to the fullest extent allowed under Bankruptcy Code § 1141(a), (b), (c), and (d)(1).

9.03. Injunction.

a. Generally. Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all entities that have held, currently hold, or may hold any Claim or Equity Interest are permanently enjoined from taking any of the following actions on account of any such Claim or Equity Interest: (i) commencing or continuing in any manner any action or other proceeding against any property to be distributed under the Plan; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any property to be distributed under the Plan; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any property to be distributed under the Plan; and (iv) commencing or continuing any action that does not comply with or is inconsistent with the provisions of the Plan or the Bankruptcy Code.

b. Limited Scope. Except with respect to the Adversary Proceeding and Claims that are Allowed under this Plan, nothing in this Plan: (i) extinguishes, prohibits, or otherwise limits the right of any holder of a Claim to assert a right to setoff or recoupment arising in connection with that Claim as part of the resolution and treatment of that Claim under the Plan; (ii) extinguishes, prohibits, or otherwise limits the right of the Estate or Reorganized Accipiter to assert and prevail on any Avoidance Action or Litigation Claim; (iii) enjoins or otherwise precludes any party-in-interest from enforcing the terms of the Plan and the Confirmation Order.

9.04. Exculpation. None of the Debtor, the Committee, the Purchaser, Reorganized Accipiter, or any of their respective members, officers, directors, employees, advisors, professionals, or agents has any liability to any holder of a Claim or Equity Interest for any post-petition act or omission in connection with, related to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the

Plan or the property to be distributed under the Plan, except for willful misconduct, a breach of fiduciary duty arising from something more wrongful than mere negligence, gross negligence, or fraud. In all respects, the Debtor, the Committee, the Purchaser, Reorganized Accipiter, and each of their respective members, officers, directors, employees, advisors, professionals, and agents are entitled to rely on the advice of counsel with respect to their duties and responsibilities under the Plan.

9.05. Preservation of Insurance. The satisfaction of Claims as provided in the Plan, except as necessary to be consistent with the Plan, does not diminish or impair the enforceability of any insurance policy that may cover Claims against the Debtor or any other Person.

ARTICLE 10.
RETENTION OF JURISDICTION

10.01. Bankruptcy Court Jurisdiction. Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court retains as much jurisdiction over the Chapter 11 Case after the Effective Date as legally permissible, including jurisdiction to:

a. Allow, disallow, determine, liquidate, classify, estimate, or establish the amount, priority, or secured or unsecured status of any Claim, and resolve any request for payment of any Administrative Claim and any objection to the Allowance or priority of any Claim;

b. Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized under the Bankruptcy Code or the Plan;

c. Resolve any matters related to the assumption or rejection of any executory contract or unexpired lease to which the Debtor is a party and to hear, determine and, if necessary, liquidate any Claims arising from such rejection;

d. Ensure that distributions required under the Plan are accomplished in accordance with the Plan;

e. Decide or resolve any motions, adversary proceedings, contested matters, and any other matters and grant or deny any applications or motions involving the Debtor that may be pending on the Effective Date;

f. Enter any necessary or appropriate orders to implement or consummate the Plan's provisions and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

g. Resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any Person's obligations incurred in connection with the Plan;

h. Hear and determine any motion or application to modify the Plan before or after the Effective Date under Bankruptcy Code § 1127 or modify the Disclosure Statement or any contract, instrument, release, or other agreement or document issued, entered into, filed, or delivered in connection with the Plan or the Disclosure Statement; or hear or determine any motion or application to remedy any defect or omission or reconcile any inconsistency in any

Bankruptcy Court order, the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document issued, entered into, filed or delivered in connection with the Plan or the Disclosure Statement, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code;

i. Issue injunctions, enter and implement other orders, or take any other necessary or appropriate actions to restrain any entity's interference with consummation or enforcement of the Plan;

j. Enter and implement any necessary or appropriate orders if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

k. Determine any other matters that may arise in connection with or related to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document issued, entered into, filed, or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;

l. Issue a final decree and enter an order closing the Chapter 11 Case;

m. Adjudicate any matter concerning the Unsecured Creditor Trust;

and

n. Adjudicate the Disputed Claims, the Avoidance Actions, and the Litigation Claims and any other cause of action or claims of the Estate.

ARTICLE 11.
AMENDMENT AND WITHDRAWAL OF PLAN

11.01. Amendment of Plan. At any time before the Confirmation Date, Plan Proponents may amend the Plan under Bankruptcy Code § 1127(a) as long as doing so does not materially and adversely affect the treatment and rights of the holders of Claims and Equity Interests under the Plan. After the Confirmation Date but before substantial consummation of the Plan as defined in Bankruptcy Code § 1101(2), the Plan Proponents or Reorganized Accipiter may, under Bankruptcy Code § 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, and any matters necessary to carry out the Plan's purposes as long as those proceedings do not materially and adversely affect the treatment of holders of Claims or Equity Interests under the Plan. The Plan Proponents or Reorganized Accipiter must serve prior notice of those proceedings in accordance with the Bankruptcy Rules or applicable order of the Bankruptcy Court.

11.02. Revocation or Withdrawal of Plan. The Plan Proponents may revoke or withdraw the Plan at any time before the Confirmation Date. If withdrawn or revoked, the Plan is void and nothing contained in the Plan waives or affects any Claims by or against the Debtor or any other Person in any further proceedings involving the Debtor or an admission of any sort, and the Plan and any transaction contemplated by the Plan may not be admitted into evidence in any proceeding.

ARTICLE 12.
MISCELLANEOUS

12.01. Effecting Documents; Further Transactions; Timing. The Debtor and Reorganized Accipiter and all other parties any agreement or instrument to be executed under the Plan must, as of the Effective Date and without further order of the Bankruptcy Court, execute, deliver, file, or record all contracts, instruments, releases, and other agreements or documents contemplated in the Plan, and take all actions necessary or appropriate to effect and further evidence the terms of the Plan. All transactions required to occur on the Effective Date under the terms of the Plan are deemed to have occurred simultaneously.

12.02. Exemption from Transfer Taxes. Under Bankruptcy Code § 1146(a): (a) the issuance, distribution, transfer, and exchange of assets or property of the Estate; (b) the execution, assignment, modification, or recording of any lease or sublease; and (c) the execution, delivery, or recording of a deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, the Confirmation Order, or any transaction contemplated above, or any transactions arising out of, contemplated by, or in any way related to, the foregoing are not subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, or real estate transfer tax, or other similar tax or governmental assessment and the appropriate state or local government officials or agents are directed to forego the collection of any such tax or assessment and to accept for filing or recordation any of the foregoing instruments or other documents without the payment of any such tax or assessment.

12.03. Binding Effect. The Plan is binding on, and inures to the benefit of, the Debtor and the holders of all Claims and Equity Interests and their respective successors and assigns.

12.04. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable or as provided in any document entered into in connection with the Plan, the rights, duties and obligations of any Person arising under the Plan are governed by, and construed and enforced in accordance with, the internal laws of the State of Arizona, without regard for Arizona's choice of law provisions.

12.05. Modification of Treatment of Claims. Reorganized Accipiter reserves the right to modify the treatment of any Allowed Claim in any manner adverse only to the holder of that Claim at any time after the Effective Date on that holder's prior written consent.

12.06. Setoffs and Recoupment. The Debtor, at the direction of the Purchaser, and Reorganized Accipiter may but are not required to set off or recoup against any Claim and the payments or other distributions to be made under the Plan in respect of such Claim, Claims (except those asserted in the Adversary Proceeding) of any nature that arose before the Petition Date that the Estate may have against the holder of such Claim to the extent such Claims may be set off or recouped under applicable law, but neither the failure to do so nor the fact of any Claim under the Plan becoming Allowed constitutes a waiver or release by the Estate of any such claim that it may have against such holder.

12.07. Allocation between Principal and Interest. To the extent that any Allowed Claim entitled to distribution under the Plan consists of indebtedness and accrued but unpaid interest thereon, such distributions shall, for income tax purposes, be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the

consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest, as applicable.

12.08. Notices. Any notice required or permitted to be provided under the Plan must be in writing and served by certified return-receipt-requested U.S. mail, hand delivery, overnight courier, or read-receipt-enabled email.

12.09. Delivery of Notices. If personally delivered or sent by overnight courier in accordance with the Plan, notice is deemed delivered on actual receipt; if emailed in accordance with the Plan, notice is deemed delivered on the noticing party's receipt of the read-receipt; and if sent by U.S. mail in accordance with the Plan, notice is deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of that failure or refusal. Any party to the Plan may change its address for the purposes of the Plan by giving notice of the change.

12.10. Severability. If the Bankruptcy Court or any appellate court finds the Plan or any provision of the Plan to be invalid, illegal or unenforceable, or if the Bankruptcy Court cannot confirm the Plan under Bankruptcy Code § 1129, the Bankruptcy Court, at the Purchaser's request, with the consent of the Committee not to be unreasonably withheld, or Reorganized Accipiter's request, may retain the power to alter and interpret the Plan or any such provision to make it valid or enforceable to the maximum extent feasible, consistent with the original purpose of the provision held to be invalid or unenforceable, and such provision then becomes applicable as altered or interpreted. The Confirmation Order constitutes a judicial determination and provides that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable.

12.11. Plan Documents. Notwithstanding anything to the contrary contained in the Plan, including any reference in the Plan to documents in the forms annexed to the Plan as exhibits or the Plan Supplement, the Plan Proponents may revise any such document by filing the revised document with the Bankruptcy Court at least five days before the deadline for voting on the Plan, or with the written consent of all parties in interest that are entitled to vote on the Plan and are materially and adversely affected by the revision.

12.12. Inconsistency. If any inconsistency between the Plan and the Disclosure Statement exists, the Plan governs. If any inconsistency between the Plan and any document promulgated under the Plan exists, the document governs.

12.13. Withholding and Reporting Requirements. In connection with the Plan and all instruments issued in connection with the Plan, the Debtor or Reorganized Accipiter, as applicable, must comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under the Plan remain subject to any such withholding and reporting requirements. The Debtor and Reorganized Accipiter, as applicable, may take all actions necessary to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, each holder of an Allowed Claim that receives a distribution under the Plan has sole responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding, and other tax obligation on account of such distribution.

12.14. Post-Effective Date Fees; Final Decree. Reorganized Accipiter is responsible for paying any post-Effective Date fees under 28 U.S.C. § 1930(a)(6) and filing post-confirmation reports until the Bankruptcy Court enters a final decree, which Reorganized Accipiter may seek as soon as feasible after distributions under the Plan have commenced. Notice of application for a final decree need be given only to those parties that, after the Effective Date, specifically request such notice in writing.

12.15. Method of Payment; Payments, Filings, and Notices Only on Business Days. Payments of Cash under the Plan must be made by check drawn on a domestic bank or by wire transfer from a domestic bank. Whenever any payment, distribution, filing, delivery, or notice to be made under the Plan is due on a day other than a Business Day, it may instead be made, without interest or penalty, on the immediately following Business Day.

12.16. Delivery of Distributions; Undeliverable Distributions. Distributions to a holder of an Allowed Claim will be made: (a) to the address set forth on the holder's proof of claim, the Schedules, or, if no proof of claim is filed and the holder does not appear on the Schedules, the holder's last known address; or (b) to the address set forth in any written notice of address change delivered to the Debtor and the Plan Proponents or Reorganized Accipiter, as applicable. If any holder's distribution is returned as undeliverable, no further distributions to that holder will be made unless and until Reorganized Accipiter is notified of the holder's then- current address. Claims held by a holder whose distributions are returned as undeliverable and who fails to notify Reorganized Accipiter of its correct address within 90 days after the distributions are returned to Reorganized Accipiter as undeliverable will be expunged, after which all unclaimed property reverts to Reorganized Accipiter free of any restrictions. Nothing contained in the Plan requires the Debtor, the Plan Proponents, or Reorganized Accipiter to attempt to locate any holder of an Allowed Claim.

12.17. Failure to Negotiate Checks. Checks issued in respect of distributions under the Plan are void if not negotiated within 90 days after issuance. Requests for reissuance of any such check must be made in writing directly to Reorganized Accipiter by the holder of the Allowed Claim with respect to which such check originally was issued. All amounts represented by any voided check will be held until 90 days after the voided check was issued. After that time, all such amounts vest in Reorganized Accipiter free of any restriction. Claims in respect of void checks and the underlying distributions are forever barred against the Debtor, Reorganized Accipiter, their agents, and their respective property, notwithstanding any federal or state escheat laws to the contrary.

December 12, 2016.

Respectfully submitted,

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Counsel for the Official Committee of Unsecured Creditors

ATTACHMENT 3

MNB
McCook National Bank

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	AGREEMENT DATE	INITIALS
TBD	PINPOINT HOLDINGS, INC ACCIPITER COMMUNICATIONS, INC.	TBD	_____	
NOTE AMOUNT	**INDEX (w/Margin)**	**RATE**	**MATURITY DATE**	**LOAN PURPOSE**
$4,000,000.00	Not applicable	7.00% / 9.00%	12/31/2017	Commercial

KEY TERMS OF THE COMMERCIAL LOAN AGREEMENT

Single Advance Loan

DATE AND PARTIES. The date of this Commercial Loan Agreement (Agreement) is_____. The parties and their addresses are as follows:

LENDER:

MCCOOK NATIONAL BANK, 220 Norris Avenue
PO BOX 1208
McCook, NE 69001-1208

BORROWER:

PINPOINT HOLDINGS, INC. ("PINPOINT"), a Nebraska Corporation
PO BOX 490
CAMBRIDGE, NE 69022-0490

ACCIPITER COMMUNICATIONS, INC.("ACCIPITER"), a Nevada Corporation
2238 W Lone Cactus Dr Ste 100 Phoenix AZ 85027

1. **DEFINITIONS.** For the purposes of this Agreement, the following terms have the following meanings.
   - A. **Accounting Terms.** In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.
   - B. **Insiders.** Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.
   - C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
   - D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
   - E. **Pronouns.** The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Agreement. "You" and "your" refers to the Loan's lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
   - F. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
2. **SINGLE ADVANCE.** In accordance with the terms of this Agreement and other Loan Documents, Lender will provide Borrowers with a term note in the amount of $4,000,000.00 (Principal). Pinpoint will receive the funds from this Loan in one advance. No additional advances are contemplated, except those made to protect and preserve Lender's interests as provided in this Agreement or other Loan Documents.
3. **DEMAND.** Borrowers each agree to fully repay the Loan on demand, but if no demand is made, Borrowers will repay the Loan by December 31, 2017.
4. **WARRANTIES AND REPRESENTATIONS.** Each Borrower makes to Lender the following warranties and representations which will continue as long as this Loan is in effect, except when this Agreement provides otherwise.
   - A. **Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.
   - B. **Authority.** The execution, delivery and performance of this Loan and the obligation evidenced by the Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.
   - C. **Name and Place of Business.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.
   - D. **Hazardous Substances.** Except as I previously disclosed in writing and you acknowledge in writing, no Hazardous Substance, underground tanks, private dumps or open wells are currently located at, on, in, under or about the Property.
   - E. **Use of Property.** After diligent inquiry, I do not know or have reason to know that any Hazardous Substance has been discharged, leached or disposed of, in violation of any Environmental Law, from the property onto, over or into any other property, or from any other property onto, over or into the property.
   - F. **Environmental Laws.** I have no knowledge or reason to believe that there is any pending or threatened investigation, claim, judgment or order, violation, lien, or other notice under any Environmental Law that concerns me or the property. The property and any activities on the property are in full compliance with all Environmental Law.
   - G. **Loan Purpose.** The purpose of this Loan is to purchase the common stock of Accipiter Communications, Inc. dba Zona Communications.
   - H. **No Other Liens.** I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing. For clarity purpose, parties recognize
     - i. that this funding is contingent upon entry of an order by the United States Bankruptcy Court confirming the plan of reorganization for Accipiter and the full release by USDA RUS of its liens on the assets of Accipiter, and
     - ii. that per terms of the same plan of reorganization, Lender will grant subordination of its lien on a certain office building located at 2238 W. Lone Cactus Drive, Suite 100, Phoenix, Arizona 85027 to the lien held by a designee of the unsecured creditors in the bankruptcy case of Accipiter, and which subordination will be limited to the amount of allowed claims held by unsecured creditors in the Accipiter bankruptcy case, and will not extend to any amount not originally claimed in such case.
   - I. **Compliance With Laws.** I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.
5. **FINANCIAL STATEMENTS.** Borrowers will prepare and maintain their financial records using consistently applied generally accepted accounting principles then in effect. Borrowers will provide Lender with financial information in a form that Lender accepts and under the following terms.
   - A. **Certification.** Each Borrower represents and warrants that any financial statements that it provides Lender fairly represents its financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of its direct or contingent liabilities and there has been no material adverse change in its financial condition, operations or business since the date the financial information was prepared.
   - B. **Frequency.** Borrowers will provide to Lender on an annual basis their financial statements, tax returns, annual internal audit reports or those prepared by independent accountants as soon as available or at least within days after the close of each of the fiscal years. Any annual financial statements that Borrowers provide Lender will be compiled statements.
   - C. **Requested Information.** Borrowers will provide Lender with any other information about their operations, financial affairs and condition within N/A days after your request.
6. **COVENANTS.** Until the Loan and all related debts, liabilities and obligations are paid and discharged, each Borrower will comply with the following terms, unless Lender waive compliance in writing.
   - A. **Participation.** I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.

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B. **Inspection.** Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following.

(1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.

(2) You may discuss my affairs, finances and business with anyone who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.

(3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds, or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

C. **Business Requirements.** I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.

D. **Compliance with Laws.** I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

E. **New Organizations.** I will obtain your written consent before organizing, merging into, or consolidating with an entity; acquiring all or substantially all the assets of another; materially changing the legal structure, management, ownership or financial condition; or effecting or entering into a domestication, conversion or interest exchange.

F. **Other Liabilities.** I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.

G. **Notice to You.** I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.

H. **Dispose of No Assets.** Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more.

I. **Insurance.** I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee clause (or lender loss payable clause) endorsement - naming you as the loss payee. If you require, I will also obtain an "additional insured" endorsement - naming you as an additional insured. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.

J. **Property Maintenance.** I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.

K. **Property Loss.** I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.

L. **Additional Taxes.** I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.

M. **Loan Repayment.** Pinpoint expects receipt of funds from certain other transactions in late 2016 and 2017, of which the following amounts are to be directed to repayment of this loan:

i. $1,000,000 from the Switch sale in Q4/2016 or Q1/2017
ii. $1,000,000 from the Great Plains sale in April 2017
iii. $1,000,000 from the Switch sale in August 2017

Any remaining balance of this loan is payable at maturity.

7. **DEFAULT.** Each Borrower understands that Lender may demand payment anytime at its discretion. For example, Lender may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur:

A. **Payments.** I fail to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations I have with you.

C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Agreement.

E. **Other Documents.** A default occurs under the terms of any other Loan Document.

F. **Other Agreements.** I am in default on any other debt or agreement I have with you.

G. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. **Judgment.** I fail to satisfy or appeal any judgment against me.

I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.

K. **Property Transfer.** I transfer all or a substantial part of my money or property.

L. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

M. **Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. **Other Events.** Anything else happens that causes you to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

8. **REMEDIES.** After I default, you may at your option do any one or more of the following.

A. **Acceleration.** You may make all or any part of the amount owing by the terms of the Loan immediately due. If I am a debtor in a bankruptcy petition or in an application filed under section 5(a)(3) of the Securities Investor Protection Act, the Loan is automatically accelerated and immediately due and payable without notice or demand upon filing of the petition or application.

B. **Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of the Loan, and accrue interest at the highest post-maturity interest rate.

E. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of the Loan against any right I have to receive money from you.

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My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of the Loan" means the total amount to which you are entitled to demand payment under the terms of the Loan at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Loan, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.
Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.
You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

9. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Borrowers agree to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan. All fees and expenses will be secured by the liens on the Property Borrowers have granted to Lender, if any. In addition, to the extent permitted by the United States Bankruptcy Code, Borrowers agree to pay the reasonable attorneys' fees incurred by Lender to protect its rights and interests in connection with any bankruptcy proceedings initiated by or against any Borrower.
10. **APPLICABLE LAW.** This Agreement is governed by the laws of Nebraska, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
11. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Borrower's obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. Lender may sue any Borrower alone, or anyone else who is obligated on the Loan, or such parties together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect each Borrower's duty under the Loan and I will still be obligated to pay the Loan. Lender may assign all or part of its rights or duties under this Agreement or the Loan Documents without Lender's consent. If Lender assigns this Agreement, all of Borrowers' covenants, agreements, representations and warranties contained in this Agreement or the Loan Documents will benefit Lender's successors and assigns. Borrowers may not assign this Agreement or any of their rights under it without Lender's prior written consent. The duties of the Loan will bind Borrowers' successors and assigns.
12. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by the parties hereto. This Agreement and the other Loan Documents are the complete and final expression of the understanding between Borrowers and Lender. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
13. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.
14. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. Each Borrower will inform Lender in writing of any change in its name, address or other application information. Borrowers will provide Lender with any correct and complete financial statements or other information Lender's request. Borrowers agree to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve its obligations under this Loan and to confirm Lender's lien status on any Property. Time is of the essence.
15. **SIGNATURES.** By signing, each Borrower agrees to the terms contained in this Agreement. Each Borrower also acknowledges receipt of a copy of this Agreement.

BORROWER:

PINPOINT HOLDINGS, INC.

By_____ Date_____
MIKE URDAHL, President

By_____ Date_____
BACHTIYER KHOLMATOV, Chief Financial Officer

ACCIPITER COMMUNICATIONS, INC.

By_____ Date_____

By_____ Date_____

LENDER:

McCook National Bank

By_____ Date_____
TIM WIEBE, Vice President

ATTACHMENT 4

ARIZONA 513

ACCIPITER COMMUNICATIONS, INCORPORATED
(d.b.a. Zona Communications)

PHOENIX, ARIZONA

FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

AND

REPORT OF CERTIFIED PUBLIC ACCOUNTANTS

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS
LUBBOCK, TEXAS

ARIZONA 513

ACCIPITER COMMUNICATIONS INCORPORATED
(d.b.a. Zona Communications)

PHOENIX, ARIZONA

FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

AND

REPORT OF CERTIFIED PUBLIC ACCOUNTANTS

ACCIPITER COMMUNICATIONS INCORPORATED
PHOENIX, ARIZONA

FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

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BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS
PHONE: (806) 747-3806
FAX: (806) 747-3815
8215 NASHVILLE AVENUE
LUBBOCK, TEXAS 79423-1954

Independent Auditor's Report

Board of Directors
Accipiter Communications Incorporated
Phoenix, Arizona

Report on the Financial Statements

We have audited the accompanying balance sheets of Accipiter Communications Incorporated (the Company) as of December 31, 2015 and 2014, and the related statements of income (loss), changes in Stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation to the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis of our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Accipiter Communications Incorporated's as of December 31, 2015 and 2014, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has filed for Chapter 11 bankruptcy protection from its creditors due to its inability to make debt service payments on its mortgage notes that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 7, 2016, on our consideration of Accipiter Communications Incorporated's internal control over financial reporting and on our test of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on noncompliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and in considering Accipiter Communications Incorporated's internal control and compliance.

Bolinger, Segars, Gilbert & Moss LLP

Certified Public Accountants

Lubbock, Texas

April 7, 2016

ACCIPITER COMMUNICATIONS INCORPORATED

Exhibit A

BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

ASSETS

	December 31, 2015	December 31, 2014
CURRENT ASSETS		
Cash and Working Funds	$ 938,119	$ 847,795
Temporary Cash Investments	400,050	
Accounts Receivable - Telecommunications (Less Allowance for Uncollectible Accounts of $0 in 2015 and $0 in 2014)	11,579	16,935
Accounts Receivable - Other (Less Allowance for Uncollectible Accounts of $0 in 2015 and $0 in 2014)	226,258	272,615
Prepayments	399,306	295,423
Materials	86,585	135,494
	$ 2,061,897	$ 1,568,262
NONCURRENT ASSETS		
Investment in Non-Affiliated Organization	$ 52,598	$ 55,468
Other Noncurrent Assets	26,765	23,308
	$ 79,363	$ 78,776
PLANT, PROPERTY, AND EQUIPMENT		
Telecommunications Plant in Service	$ 33,488,669	$ 32,413,599
Plant Under Construction	64,371	319,438
	$ 33,553,040	$ 32,733,037
Accumulated Provision for Depreciation and Amortization	12,507,888	10,763,321
	$ 21,045,152	$ 21,969,716
TOTAL ASSETS	$ 23,186,412	$ 23,616,754

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Current Maturities of Long-Term Debt	$ 20,761,194	$ 20,761,194
Accounts Payable - Trade	1,308,049	1,863,068
Accounts Payable - Construction Contracts	51,579	34,543
Advanced Billing and Payments	40,326	34,490
Customer Deposits	100	
Other Current and Accrued Liabilities	335,587	209,028
	$ 22,496,835	$ 22,902,323
LONG-TERM DEBT		
Other Long-Term Debt (Less Current Maturities)	$ 0	$ 5,980
OTHER LONG-TERM LIABILITIES		
Noncurrent Deferred Income Taxes	$ 1,148,761	$ 1,315,108
STOCKHOLDERS' EQUITY		
Common Stock ($.001 Par; 10,000,000 Shares Authorized; 1,846 Shares Issued and Outstanding)	$ 3	$ 3
Additional Paid-in Capital	1,748,257	1,740,207
Retained Earnings (Deficit)	(2,207,444)	(2,346,867)
	$ (459,184)	$ (606,657)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 23,186,412	$ 23,616,754

See accompanying notes to financial statements.

ACCIPITER COMMUNICATIONS INCORPORATED

Exhibit B

STATEMENTS OF INCOME (LOSS)
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	December 31, 2015	December 31, 2014
OPERATING REVENUE		
Local Network Services	$ 392,772	$ 368,390
Interstate Network Access Services	2,688,628	2,191,251
Intrastate Network Access Services	3,737	5,960
Federal Universal Service Fund Support	2,418,387	2,724,804
Long Distance Services	40,849	40,847
Nonregulated Revenue	839,397	562,876
Miscellaneous	10,618	9,628
Other Operating Income (Loss)	(62,186)	(2,810)
Uncollectible Revenue	(2,509)	(1,963)
	$ 6,329,693	$ 5,898,983
OPERATING EXPENSES		
Plant Specific Operations	$ 415,644	$ 368,177
Plant Nonspecific Operations	650,783	527,224
Depreciation Expense	1,745,189	1,617,721
Customer Operations	225,346	256,049
Corporate Operations	1,150,046	1,309,660
Nonregulated Expenses	901,106	648,785
Operating Taxes	390,034	428,675
	$ 5,478,148	$ 5,156,291
NET OPERATING INCOME BEFORE FIXED CHARGES	$ 851,545	$ 742,692
FIXED CHARGES		
Interest on Long-Term Debt	$ 882,441	$ 942,169
Other Interest	897	3,591
	$ 883,338	$ 945,760
NET OPERATING LOSS	$ (31,793)	$ (203,068)
NONOPERATING INCOME (EXPENSE)		
Interest and Dividend Income	$ 4,998	$ 3,696
Other Income (Expense)	(79)	(10)
	$ 4,919	$ 3,686
NET LOSS BEFORE INCOME TAXES	$ (26,874)	$ (199,382)
INCOME TAX EXPENSE (BENEFIT)	(166,297)	58,995
NET INCOME (LOSS)	$ 139,423	$ (258,377)

See accompanying notes to financial statements.

ACCIPITER COMMUNICATIONS INCORPORATED

Exhibit C

STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	Common Stock	Additional Paid-In Capital	Retained Earnings (Deficit)	Total
Balance - December 31, 2013	$ 2	$ 1,732,157	$ (2,088,490)	$ (356,331)
Net Loss - 2014			(258,377)	(258,377)
Stock Based Compensation	1	8,050		8,051
Balance - December 31, 2014	$ 3	$ 1,740,207	$ (2,346,867)	$ (606,657)
Net Income - 2015			139,423	139,423
Stock Based Compensation		8,050		8,050
Balance - December 31, 2015	$ 3	$ 1,748,257	$ (2,207,444)	$ (459,184)

See accompanying notes to financial statements.

ACCIPITER COMMUNICATIONS INCORPORATED

Exhibit D

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	December 31, 2015	December 31, 2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss) (Exhibit B)	$ 139,423	$ (258,377)
Adjustments to Reconcile Net Income (Loss) to Net Cash from Operating Activities:		
Depreciation	1,745,189	1,617,721
Stock Based Compensation	8,050	8,051
Deferred Income Taxes	(166,347)	58,995
(Increases) Decreases:		
Accounts Receivable	51,713	(96,103)
Prepaid Expenses	(103,883)	(18,229)
Inventory	48,909	(18,062)
Other Noncurrent Assets	(587)	319
Increases (Decreases):		
Accounts Payable	(555,018)	838,023
Advanced Billing and Payments	5,836	9,893
Customer Deposits	100	
Other Current and Accrued Liabilities	126,558	181,434
Net Cash from Operating Activities	$ 1,299,943	$ 2,323,665
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to Plant in Service	$ (803,589)	$ (2,006,565)
Net Cash from Investing Activities	$ (803,589)	$ (2,006,565)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Other Long-Term Liabilities	$ (5,980)	$ (11,960)
Net Cash from Financing Activities	$ (5,980)	$ (11,960)
NET CHANGE IN CASH AND CASH EQUIVALENTS	$ 490,374	$ 305,140
CASH AND CASH EQUIVALENTS - BEGINNING OF PERIOD	847,795	542,655
CASH AND CASH EQUIVALENTS - END OF PERIOD	$ 1,338,169	$ 847,795
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid During the Year for:		
Interest and Adequacy of Protection Payments on Long-Term Debt	$ 883,338	$ 822,290
Income Taxes	$ 50	$ 0

See accompanying notes to financial statements.

ACCIPITER COMMUNICATIONS INCORPORATED

NOTES TO FINANCIAL STATEMENTS

1. Nature of Operations and Summary of Significant Accounting Policies

Business Activity – Nature of Operations

Accipiter Communications Incorporated (the Company) is a telecommunications utility acting as a local exchange carrier within the State of Arizona, offering telecommunications services to the public under its Certificates of Public Convenience and Necessity issued by the Arizona Corporation Commission. At its inception, the Company acquired certain telecommunications exchanges from U.S. West Communications, Incorporated in an area known as Lake Pleasant and Castle Hot Springs.

System of Accounts

The accounting records of the Company conform to the Uniform System of Accounts prescribed by the Federal Communications Commission (FCC) for Class A telephone companies modified for telephone borrowers of the Rural Utilities Service (RUS).

Telephone Revenues

The Company's local and intrastate operating revenues are under the jurisdiction of the Arizona Corporation Commission.

Regulatory Accounting

The Company is subject to regulation by the Arizona Corporation Commission (the Commission) and other federal agencies, and therefore follows accounting for regulated enterprises prescribed by Financial Accounting Standards generally accepted in the United States of America.

Revenue Recognition

Monthly service plan revenues derived from local service are recognized in the month that service is provided. Usage sensitive revenues such as access (revenues earned from originating and terminating long distance calls) are generally billed as a per minute charge, are billed in arrears and recognized in the month the service is provided.

Interstate access revenues also include settlements based on the Company's participation in the revenue pools that are administered by the National Exchange Carriers Association (NECA). These revenues are determined annually by separation and interstate access cost studies. Revenues for the current year are based on estimates prior to the submission of the cost study reporting actual results of operations. The studies are subject to a 24-month pool adjustment period and final review and acceptance by the pool administrators. Management does not anticipate significant adjustments to recorded revenues for the years ended December 31, 2015 and 2014.

The Company's federal universal service support is intended to compensate the Company for the high cost of providing rural telephone service. Federal Universal Service support revenues includes funds received for the high cost loop support, interstate common line support, the connect America fund and other miscellaneous programs. High cost loop support and interstate common line support are based on the Company's current relative level of operating expense and plant investment. Support from the CAF is based on a historical frozen amount related to the 2011 plant investment and expenses associated with the switching function and certain 2011 intrastate access revenues (baseline revenues). The baseline revenue used to calculate CAF will be reduced by five percent each year.

The revenue received from the federal universal service programs are as follows:

	December 31,	
	2015	2014
Local Service Support - Lifeline	$ 426	$ 245
Access Support - CAF	113,520	99,996
Access Support - ICLS	1,243,848	1,269,348
Total Local Service and Access Support	$ 1,357,794	$ 1,369,589
High Cost Local Loop Support	$ 2,309,667	$ 2,400,666
High Cost Support - Safety Net Additive	108,720	324,138
	$ 2,418,387	$ 2,724,804
Total Universal Service Fund Support	$ 3,776,181	$ 4,094,393

Regulation – The Company's services are subject to rate regulation as follows:

- Local telephone and intrastate access revenues are regulated by the Arizona Corporation Commission.
- Interstate access revenues are regulated by the FCC through its regulation of rates and settlements procedures as administered by NECA.
- Federal Universal Service revenues are administered by the Universal Service Administration Company (USAC) based on rules established by the FCC.

Other sources of revenue are not rate regulated these include equipment sales, internet service, DSL service, directory, billing and collection services, rents and other incidental services.

The Company's operating expenses and telecommunications plants are related primarily to regulated revenues. However, some of these costs are jointly related to regulated and non-regulated services. For settlement purposes, Universal Service Fund, rate making and other regulatory purposes, the portion of these common costs related to non-regulated activities are removed from these accounts in accordance with Part 64 of the FCC rules in order to ensure that regulated revenues are based on the cost of providing regulated services.

Federal USF and Interexchange Carrier Compensation Reform

In 2012, the Federal Communications Commission (FCC) reformed Intercarrier Compensation and Universal Service Funding (USF) mechanisms. The majority of the new rules took effect, subject to various transition provisions. Pending and future regulatory actions may have a significant impact on the Company's future operations and financial condition.

Materials

Materials and inventory are valued at average unit cost, these consist of telecommunications cable and supplies.

Advertising Costs

The Company's policy is to directly expense all non-direct response advertising costs as incurred. The total marketing and advertising costs for the years ended December 31, 2015 and 2014, were $100,873 and $116,886, respectively.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers cash in banks and on hand, and temporary investments to be cash equivalents.

Group Concentration of Credit Risk

The Company had cash deposits in financial institutions that are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per institution. At December 31, 2015, the Company's depository institution is required to maintain a bond which insures the Company's deposits in excess of the FDIC $250,000 limit.

Accounting Policies for Trade Receivables

In the normal course of business, the Company recognized accounts receivable for telecommunications services provided and billed. All bills for service are due and payable at the office of the Company on or before the last day of the month following the post marked date of the statement of the month in which the bill is rendered. After the last day of the month, bills are delinquent and subject to the termination policy. If the bill is not paid when due, the Company may make a late payment charge of 1.5%.

The Company provides an allowance for doubtful accounts to recognize the portion of the receivables considered uncollectible. The allowance is estimated based on an aging of receivables and is tied to amounts owing in excess of 90 days. Management of the Company periodically reviews delinquent accounts and charges off accounts deemed uncollectible.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The Company's management has evaluated subsequent events through April 7, 2016, the date the financial statements were available for issue.

2. Going Concern

During the year ended December 31, 2013, the Rural Utilities Service (RUS) notified the Company that it would not advance loan funds available under existing loans to finance the construction of telecommunications facilities. It is the Company's management assertion that in order to reduce the Company's reliance on Federal Universal Service Fund support and thus provide for its long term viability, it must expand its subscriber base. Management further asserts that it must construct new telecommunications facilities in order to accomplish this expansion of its subscriber base. With the

loss of RUS funding for future construction of telecommunications facilities, the Company must internally finance the required construction. The Company does not have sufficient cash flow to finance the construction of telecommunications facilities and service the principal and interest of its existing debt and therefore with RUS permission, the Company discontinued paying the principal portion of its debt in November of 2013. The Company was unsuccessful in its attempts to negotiate a long term deferral and restructure of its existing debt with the RUS and filed a voluntary Chapter 11 bankruptcy petition on March 28, 2014. Management intends to use the Chapter 11 process to restructure its long-term debt obligation. The Company's ability to continue as a going concern is contingent on the ultimate resolution of the Chapter 11 proceedings. The Company has no plans to discontinue any of its operations prior to the resolution of the Chapter 11 petition. During its chapter 11 proceedings, Management's plans are to minimize its RUS debt service to the agreed-upon "adequate protection payment" and utilize remaining cash flow to fund construction of telecommunications facilities required to accommodate growth in its subscriber base.

The RUS loan covenants provide that in the event of a default the entire debt obligation is due and payable. The Company's balance sheet reflects the current portion of all debt in the amount of $20,761,194, consisting of $20,755,214 in unpaid principal due the RUS and $5,980 due on other notes payable. These amounts are contingent on the resolution of the Chapter 11 petition.

3. Assets Pledged

All assets held at March 28, 2014, the date the Chapter 11 bankruptcy petition was filed, are pledged as security for the long-term debt due to the Rural Utilities Service (RUS). Assets constructed or acquired after that date are not subject to the RUS lien and at December 31, 2015 amount to $2,673,317.

4. Temporary Cash Investments

Temporary Cash Investments consist of CDARs stated at cost. Due to the short-term nature of investment cost approximates fair value.

5. Investment in Telecommunications Plant

Telecommunications Plant, Maintenance, and Depreciation

Telecommunications plant is stated at the original cost of construction and acquisition which includes the cost of contracted services, direct labor, materials, allowance for funds used during construction (capitalized interest), and overhead items. Contributions from others toward construction are credited to the applicable plant accounts.

When property that represents a retirement unit is replaced or removed, the average cost of such property as determined from the continuing property records is credited to plant and such cost, together with cost of removal less salvage, is charged to the accumulated provision for depreciation.

Maintenance and repairs, including the removal of minor items of plant not comprising a retirement unit, are charged to the appropriate maintenance accounts, with the exception being repairs of transportation and service equipment are charged to clearing accounts and redistributed to cost of construction and plant specific operations.

The major classes of telecommunications plant in service as of December 31, 2015 and 2014 are as follows:

	Depreciable Life in Years	Original Plant Cost 2015	Accumulated Depreciation 2015	Net Balance 2015	Net Balance 2014
General Support Assets	5 - 25	$ 1,042,915	$ 560,484	$ 482,431	$ 510,135
Central Office Assets	12 - 25	8,885,594	4,239,505	4,646,089	4,656,418
Terminal Equipment Assets	12	81,737	28,896	52,841	33,112
Cable and Wire Facilities	14 - 42	23,478,423	7,679,003	15,799,420	16,450,613
Telecommunications Plant in Service		$ 33,488,669	$ 12,507,888	$ 20,980,781	$ 21,650,278
Plant Under Construction		64,371		64,371	319,438
Total Plant, Property, and Equipment		$ 33,553,040	$ 12,507,888	$ 21,045,152	$ 21,969,716

The Company provides for depreciation on a straight-line basis at annual rates, which will amortize the property over its estimated useful life. Depreciation for the years ended December 31, 2015 and 2014 was $1,745,189 and $1,617,721, respectively.

6. RUS Mortgage Notes

Mortgage notes due to RUS are payable to the United States of America. The notes are for a 20-year period with installments of principal and interest due monthly. The following is a summary of outstanding debt:

	December 31, 2015	December 31, 2014
5.00% Notes Due in 2017	$ 2,174,311	$ 2,174,311
1.87% - 5.36% Notes Due in 2022	4,456,707	4,456,707
3.06% - 5.36% Notes Due in 2026	14,124,196	14,124,196
	$ 20,755,214	$ 20,755,214
Less: Current Maturities	20,755,214	20,755,214
	$ 0	$ 0

As disclosed in Note 2, the Company is in default of its RUS debt and according to the RUS debt covenants all outstanding debt become due and payable in the event of default. Therefore, all outstanding RUS debt is classified as current.

At year end there were no unadvanced loan funds available to the Company on loan commitments from the RUS.

The RUS mortgage agreement contains restrictions on the distribution of capital to shareholders and for investing in rural development projects. There were no distributions of capital to shareholders or investments in rural development projects during 2015. The agreement also contains a requirement that the Company maintain a minimum Times Interest Earned Ratio of 1.5. The Company did not achieve this requirement for the year ended December 31, 2015.

7. Other Long-Term Debt

Other long-term debt consists of a liability incurred as a result of the Company's withdrawal from the National Telephone Cooperative Association (NTCA) Retirement and Security Program on the behalf of employees who were participants in the program as of October 31, 2006. The liability is payable in ten equal annual installments of $5,980 at an interest rate of 7.5%.

	December 31,	
	2015	2014
Note due NTCA	$ 5,980	$ 11,960
Less: Current Maturities	5,980	5,980
	$ 0	$ 5,980

The estimated maturities of the NTCA long-term liability are as follows:

2016	$ 5,980

8. Income Taxes

For years prior to 2013, the Company had elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, for years prior to 2013, the financial statements do not include a provision for income taxes because the Company did not incur federal or state income taxes. Instead, its earnings and losses were included in the stockholder's personal income tax returns and taxed based on their personal tax strategies.

Effective January 1, 2013, the Company elected to revoke its Subchapter S status and is subsequently taxed as a C Corporation using the asset and liability method of accounting for income taxes. The objective of the asset and liability method is to establish deferred tax assets and liabilities for the temporary difference between the financial reporting basis and the tax basis of the Company's assets and liabilities at enacted tax rates expected to be in effect when such amounts are realized or settled.

Income taxes are provided for tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to accelerated depreciation and net operating loss carryover. The deferred tax liabilities represent the future tax return consequences of those differences, which will result in a tax expense when the liability is recognized. Any net operating losses incurred and not utilized are carried forward to offset future taxable income, depending on the taxing jurisdiction. Federal net operating losses may be carried forward to offset future taxable income for a period not exceeding 20 years. The state of Arizona provides that net operating losses to be carried forward for a period not exceeding five years. At December 31, 2015, the Company had federal net operating loss carryovers of $2,137,464, which begin to expire in the year 2033. The Company also had Arizona net operating loss carryovers of $2,137,464, which begin to expire in the year 2018.

The net federal and state deferred tax asset and liability in the accompanying balance sheet includes the following components:

	December 31, 2015	December 31, 2014
Net Concurrent Deferred Income Taxes:		
Federal:		
Asset - NOL Carryover	$ 320,620	$ 272,896
Asset - Capital Loss Carryover	14,908	
Asset - Other	93,371	108,624
Liabilities	(1,195,082)	(1,148,569)
State:		
Asset - NOL Carryover	148,938	176,103
Asset - Capital Loss Carryover	6,925	
Asset - Other	5,474	
Liabilities	(543,915)	(724,162)
	$ (1,148,761)	$ (1,315,108)

The components of income tax expense are as follows:

	December 31, 2015	December 31, 2014
Federal Income Tax Expense:		
Deferred Tax Expense (Benefit)	$ (866)	$ 34,407
State:		
Current Tax Expense	50	
Deferred Tax Expense (Benefit)	(165,481)	24,588
	$ (166,297)	$ 58,995

The Company provides for "uncertain tax positions" under the provisions of accounting principles generally accepted in the United States of America. The primary tax position of the Company is the tax depreciation methods it employs. The Company determined that it is more likely than not that its tax positions will be sustained upon examination by the Internal Revenue Service (IRS) and state taxing authorities, and that all tax benefits are likely to be realized upon settlement with taxing authorities.

The Company files its income tax returns in the U.S. federal jurisdiction, and in the state of Arizona. The Company is no longer subject to U.S. federal and state income tax examinations by federal taxing authorities for years before 2012, and Arizona state taxing authorities for years before 2011.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. There were no penalties or interest recognized during the years ended December 31, 2015 and 2014.

9. Shared Based Compensation

On October 24, 2012, the Company implemented a shared based compensation plan for the Company's President/CEO and Vice President/CFO. In 2012, the Company issued 170 common shares to the President/CEO at an appraised value of $31,108. Under the plan the President/CEO will receive an additional 120 shares of common stock to vest ratably over five years as of December 31 of each year with the initial vesting to occur on December 31, 2013. The Vice President/CFO will receive 100 shares of common stock that will vest ratably over five years as of December 31 of each year with the initial vesting to occur December 31, 2013. The fair value of the award is $182.99 per common share as determined by an appraisal report at the date of the grant. For each of the years ending December 31, 2015 and 2014, 44 shares were vested and issued at a value of $8,050.

10. Employee Benefit Plan

Pension Benefits

Pension benefits for substantially all employees of the Company are provided through the National Telephone Cooperative Association (NTCA) Savings Program. The Savings Program is a defined contribution pension plan. The plan is exempt from federal income taxes under the Internal Revenue Code. Contributions are made to the Savings Plan are equal to the amounts accrued for pension expense.

The pension cost to the Company for the years ended December 31, 2015 and 2014, was $44,492 and $39,597, respectively.

11. Litigation and Commitments

Litigation

As described in Note 2, the Company has an going Chapter 11 proceeding. There is no other pending litigation against the Company that is expected to have a material effect on the financial statements.

Leases

The Company has entered into various operating leases for the use of vehicles, office equipment, land, building and tower space. These leases expire at various times between 2016 and 2023, and contain renewal options. The estimated minimum lease payment obligation for the next five years is as follows:

2016	$	131,492
2017		117,588
2018		106,882
2019		106,882
2020		106,882

Rent expense under these leases for the years ended December 31, 2015 and 2014 was $152,111 and $159,507, respectively.

COMPLIANCE AND INTERNAL CONTROL SECTION

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REPORT ON COMPLIANCE WITH ASPECTS OF CONTRACTUAL AGREEMENTS AND REGULATORY REQUIREMENTS FOR TELEPHONE BORROWERS

Independent Auditor's Report

Board of Directors
Accipiter Communications Incorporated
Phoenix, Arizona

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audit contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Accipiter Communications Incorporated (the Company), which comprise the balance sheet as of December 31, 2015, and the related statements of income, changes in Stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 7, 2016. In accordance with *Government Auditing Standards*, we have also issued our report dated April 7, 2016, on our consideration of the Company's internal control over financial reporting (internal control) and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. No reports other than the reports referred to above have been furnished to management.

In connection with our audit, nothing came to our attention that caused us to believe that the Company failed to comply with the terms, covenants, provisions, or conditions of their loan, grant, and security instruments as set forth in 7 CFR Part 1773, *Policy on Audits of Rural Utilities Service Borrowers*, §1773.33 and clarified in the RUS policy memorandum dated February 7, 2014, insofar as they relate to accounting matters as enumerated below. However, our audit was not directed primarily toward obtaining knowledge of noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Company's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the contractual agreements and regulatory requirements, insofar as they relate to accounting matters. In connection with our audit, we noted no matters regarding the Company's accounting and records to indicate that the Company did not:

Maintain adequate and effective accounting procedures;

Utilize adequate and fair methods for accumulating and recording labor, material, and overhead costs, and the distribution of these costs to construction, retirement, and maintenance or other expense accounts;

Reconcile continuing property records to the controlling general ledger plant accounts;

Clear construction accounts and accrue depreciation on completed construction;

Record and properly price the retirement of plant;

Seek approval of the sale, lease or transfer capital assets and disposition of proceeds for the sale or lease of plant, material, or scrap;

Maintain adequate control over materials and supplies;

Prepare accurate and timely Financial and Operating Reports;

Obtain written RUS approval to enter into any contract for the management, operation, or maintenance of the borrower's system if the contract covers all or substantially all of the telecommunications system;

Disclose material related party transactions in the financial statements. In accordance with requirements for related parties in generally accepted accounting principles;

Record depreciation in accordance with RUS requirements (See RUS Bulletin 183-1, Depreciation Rates and Procedures);

Comply with the requirements for the detailed schedule of deferred debits and credits; and

Comply with the requirements for the detailed schedule of investments.

This report is intended solely for the information and use of the Board of Directors, management, RUS and supplemental lenders and is not intended to be and should not be used by anyone other than theses specified parties. However, this report is a matter of public record and its distribution is not limited.

Bolinger, Segars, Gilbert & Moss LLP

Certified Public Accountants

Lubbock, Texas

April 7, 2016

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

Board of Directors
Accipiter Communications Incorporated
Phoenix, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Accipiter Communications Incorporated (the Company) as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise of the Company's basic financial statements, and have issued our report thereon dated April 7, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Company's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Company's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weakness or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion of the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bolinger, Segars, Gilbert & Moss LLP

Certified Public Accountants

Lubbock, Texas

April 7, 2016