

# **EXHIBIT**

# **RGF-1**

JOINT VENTURE AGREEMENT

April 1, 2009

By And Between:

CROW CREEK SIOUX TRIBE

And

NATIVE AMERICAN TELECOM

ENTERPRISE, LLC

And

WIDVOICE COMMUNICATIONS, INC.

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## **JOINT VENTURE AGREEMENT**

This Agreement (hereinafter, "Agreement") is entered into this 1st day of April, 2009, by and between Crow Creek Sioux Tribe (hereinafter, "CCST"), a Sovereign Nation, and Native American Telecom Enterprise, LLC. (hereinafter, "NATE"), a Limited Liability Company organized under the laws of South Dakota, and WideVoice Communications, Inc. (hereinafter, "WVC"), a Subchapter-S Corporation organized under the laws of Nevada.

### **WITNESSETH**

**WHEREAS**, CCST's jurisdiction extends to the territory within the reservation's boundaries as defined by the Constitution and Bylaws of the CCST.

**WHEREAS**, NATE is a telecommunications management company specializing in Competitive Local Exchange Carrier (hereinafter, "CLEC") management operations on Indian reservations;

**WHEREAS**, WVC is a telecommunications traffic management and construction company specializing in CLEC construction and telecommunications traffic connectivity and management operations, and recruitment of traffic partners;

**WHEREAS**, CCST and NATE and WVC are interested in jointly developing a telecommunications network on the Crow Creek Indian Reservation in South Dakota, the company named "Native American Telecom, LLC" (hereinafter, "NAT-CC"), a Limited Liability Company organized under the laws of South Dakota;

**WHEREAS**, NAT-CC is a CLEC that operates with the authority of the Crow Creek Utility Authority to provide Broadband service and an array of other Telecommunication services within the exterior boundaries of the Crow Creek Indian Reservation and an array of other Telecommunication services outside the exterior boundaries of the Crow Creek Indian Reservation, and has acquired and controls certain Permissions, Easements, Licenses, Transmission Plans, Business Plans, Preliminary Engineering Design Work, and Other Studies, Plans or Reports relevant to the operation a CLEC network in South Dakota (hereinafter, "Other Assets");

**NOW THEREFORE**, in consideration of the foregoing promises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and relying on each party's respective covenants, representations and warranties, the parties agree as follows:

## **ARTICLE I. JOINT VENTURE**

### ***Section 1.01 Articles of Organization.***

NAT-CC is organized as a Limited Liability Company under the Laws of South Dakota to construct and operate a CLEC. The Certificate of Organization and Articles of Organization for NAT-CC are attached as Exhibit A hereof. Upon Closing of this Agreement, NAT-CC will amend its Articles of Organization to either change its name to "Native American Telecom – Crow Creek, LLC" or establish a d/b/a of Native American Telecom – Crow Creek.

### ***Section 1.02 The Operating Agreement.***

At the Closing Date, NAT-CC will amend the Operating Agreement and will cause the adoption of By-laws substantially in the form of Exhibit B hereof.

### ***Section 1.03 CCST's Capital Contribution.***

At the Closing Date, CCST will contribute the necessary Easements and other Land Rights necessary to construct and manage the CLEC substantially in the form of Exhibit C [easements and rights in perpetuity for the life of NAT-CC] hereof. In exchange for the CCST Contribution, CCST will retain 51% ownership in NAT-CC subject to the By-laws of NAT-CC.

### ***Section 1.04 NATE's Capital Contribution.***

At the Closing Date, NATE will transfer all of its rights, title and interest to the Permissions, Licenses and the Other Assets to NAT-CC. NATE will contribute and be responsible for the management of NAT-CC in its daily operations and throughout the NAT-CC build-out of the broadband infrastructure. In exchange for the NATE Contribution, NATE will retain 25% ownership in NAT-CC subject to the By-laws of NAT-CC.



***Section 1.05 WVC's Contribution.***

At the Closing Date and concurrent with the NATE Contribution, WVC will transfer sufficient funds to cover all costs of construction and implementation of the Wi-MAX Network, on an "as required" basis, to NAT-CC in exchange for NAT-CC's Secured Promissory Note(s), substantially in the form of Exhibit D hereof (the "Secured Promissory Note"). WVC will also construct and maintain the CLEC core elements and infrastructure necessary to conduct broadband and telecommunication services. In consideration of WVC's contribution, NAT-CC will execute and deliver a Security Agreement(s), substantially in the form Exhibit E hereof and any other documents reasonably required to constitute a valid and enforceable preferential lien upon all of the tangible and intangible assets and contractual rights of NAT-CC, including without limitation the Permissions, Easements, Licenses, and Other Assets. WVC will retain 24% ownership in NAT-CC subject to the By-laws of NAT-CC.

***Section 1.06 Additional Contributions.***

CCST and NATE and WVC shall cause NAT-CC to use its best efforts to secure financing for the development and construction and further build-out of the Network. The financing shall be procured from sources available in the market including by not limited to Charitable Donations and State and Federal Grants, under such terms and conditions as NATE may be able to obtain in its capacity as Manager. In the event that, notwithstanding NAT-CC's best efforts, the required financing is not obtained, NAT-CC shall first use its own monetary assets and income, thereafter WVC may contribute the necessary funds to NAT-CC and WVC shall retain the rights to, including without limitation, the Permissions detailed in the Secured Promissory Note.

***Section 1.07 Dissolution.***

In the event that any Permissions, Easements and/or Licenses necessary to develop and construct the CLEC Network are not obtained, either CCST or NATE or WVC may terminate this Agreement by giving written notice to the other parties and CCST and NATE and WVC will dissolve NAT-CC. Upon such dissolution (a) CCST shall receive any Permissions, Easements, and Licenses contributed by CCST, and shall assume no NAT-CC Debt; (b) NATE shall receive any Permissions, Easements, and Licenses contributed by NATE; (c) WVC shall receive, at its option, all the cash and other liquid assets, other tangible assets selected by WVC (the "Tangible Assets") and any proceeds from the

assets sold by NAT-CC at WVC's request, net of the unpaid purchase price of such assets, (the "Sold Assets") up to WVC's total capital investment; (d) WVC shall assume financial responsibility for the NAT-CC liabilities consisting of the unpaid purchase price of the Tangible Assets; (e) each of NATE and WVC shall be responsible for one half of all outstanding liabilities except for liabilities consisting of the unpaid purchase price of Tangible Assets as stated in Section 1.07 (d), including but not limited to any and all legal responsibilities and liabilities, including but not limited to repayment of Grant money, where applicable; and (f) CCST and NATE and WVC shall divide the retained earnings of NAT-CC, net of the return of the WVC capital contribution to WVC, in proportion to their respective holdings of NAT-CC.

***Section 1.08 The Closing.***

The closing of the transactions contemplated hereunder shall take place as soon as possible following satisfaction or waiver of the conditions set forth in this Agreement, or at such other time or place, as CCST and NATE and WVC may agree (the date of the closing, the "Closing Date").

**ARTICLE II. DUTIES OF CCST**

***Section 2.01 Duty to Secure Permissions, Easements and Licenses.***

CCST has the duty to procure and contribute the necessary Permissions and Easements and Licenses to allow the construction and build-out of the CLEC Network on the Crow Creek Indian Reservation. This includes but is not limited to the land for the lines, the antenna towers for the wireless telecommunications system, the land and buildings for the switches and other equipment, and the land and buildings for the local offices, internet library, and other service, sales, operations, and maintenance locations. It is understood that NAT-CC may have to construct the aforementioned structures, the cost of which shall be paid with the funds contributed by WVC, subject to the Secured Promissory Note, and reimbursed with revenues and profits of NAT-CC, including Federal Grants. Upon repayment, the Secured Promissory Note will be satisfied and extinguished.

***Section 2.02 Duty to Protect Assets of NAT-CC.***

CCST has the duty to protect the assets of NAT-CC, using its police powers to protect against theft and vandalism and trespass of and on the physical assets of NAT-CC.

***Section 2.03 Duty to Act in the Best Interest of the Tribe and Its Members.***

CCST has the duty to act in a manner that best serves the interests of the Tribe and its members, which is defined for purposes of this Agreement as the development of NAT-CC consistent with the direction of the Board of Directors. To the extent that there is a distribution of income from NAT-CC's net earnings, CCST shall use the income for improvements on the reservation that benefit tribal members, including but not limited to housing, infrastructure, schools, health care facilities, and community facilities. CCST shall account for all income and expenses that it incurs and provide an Annual Report to the Tribe.

**ARTICLE III. DUTIES OF NATE**

***Section 3.01 Responsibility to Obtain Permissions***

NATE shall have a duty to obtain all necessary Permissions, Easements, Licenses and Regulatory Approvals needed to perform the construction and build-out of the CLEC Network, including but not limited to the ICA agreement between NAT-CC and Midstate.

***Section 3.02 Provision of Subscriber Services.***

NATE shall install and manage Subscription Services including Telephony and Internet Service. NATE shall provide and manage Service Personnel, Installation Personnel, and Truck Roll Services. NATE shall manage the Installation and, in the event of a disconnect of service, the De-Installation of all subscriber equipment.

***Section 3.03 Provision of Maintenance Services.***

NATE shall provide on-site personnel for maintenance, additions and changes of radio base site, tower, ancillary equipment and applications servers and conferencing equipment where required.

***Section 3.04 Provision of Subscriber Side Equipment.***

NATE shall provide, distribute and manage all subscriber equipment including but not limited to the Fixed Wireless Radio Components, the Voice over Internet Protocol ("VoIP") ATA, the subscriber Firewall Components including but not limited to a WiFi, NAT-CC router, or UPS device, when necessary, as determined by interoperability tests. NATE shall maintain an accurate inventory of all equipment.

***Section 3.05 Subscriber Sales Venues.***

NATE shall provide and manage at least one storefront, including the procurement of fixtures and inventory, and train management personnel necessary to man and operate the storefront. NATE shall also provide and manage the services and components necessary to process mail orders and keep an accurate inventory of all sales and equipment.

***Section 3.06 Subscriber Billing.***

NATE shall provide and manage Subscriber Billing Services for, including but not limited to, Telephony Services, Long Distance Services, Public Internet Connectivity and Services, and Equipment Rentals or Purchases of Equipment.

***Section 3.07 Subscriber Support Services.***

NATE shall provide and manage Subscriber Support Services including but not limited to a "Help Desk" Call Center for Changes in Service, Service Activation, Service De-Activation, Billing Inquiries, Collections, and Disputes.

***Section 3.08 Yellow Pages Listing and CLEC Web Site Resources.***

NATE shall provide and manage "Yellow and White Pages" Listing Services and Web Site Resources including a Tribal Portal and a Home Page for the CLEC.

***Section 3.09 Relationship with Residents of the Crow Creek Reservation.***

NATE shall have a duty to maintain a working relationship with the residents of the Crow Creek Indian Reservation and to serve as arbitrator in the event of any disputes by the Crow Creek residents relating to NAT-CC and its operations. NAT-CC shall seek the assistance of CCST where practicable to resolve such disputes.

***Section 3.10 Establishment of Wi-MAX Network on Crow Creek Reservation.***

NATE shall, together with WVC, and working with CCST, design and implement a Wi-MAX network on the Crow Creek Sioux reservation that includes a minimum of one base site, an antenna tower, equipment shelter, and equipment for the operation and maintenance of the broadband and telephony network on the reservation.

***Section 3.11 Government Relationship and Grants.***

NATE shall have a duty to maintain and develop government relations and seek and apply for State and Federal Grant money wherever NAT-CC may qualify.

***Section 3.12 Financial Statements.***

NATE shall maintain and provide regular up-to-date accounting of all Income and Expenses, Assets and Liabilities and Retained Earnings, of NAT-CC, including but not limited to Projected Expenses, and shall provide at least Quarterly Reports. In addition, the latest Financial Statements and Reports shall be made available to Directors upon their request within 96 hours or three business days.

**ARTICLE IV. DUTIES OF WVC**

***Section 4.01 Building the Network.***

WVC shall design, construct, and maintain the CLEC Network, including but not limited to the Switch and all trunk side equipment and facilities, using either its own personnel or certified contractors. WVC shall provide CLEC Administration Services that include Code Administration and New and Existing Project Administration involving disparate regulatory and industry entities.

***Section 4.02 Provision of Connectivity to the Network***

WVC shall provide trunk-side broadband, telephony, and other connectivity services including VoIP (SIP), Internet, and Local Exchange Telephone Service, connectivity, for the telecommunications network established on the Crow Creek Indian Reservation. WVC shall design the network connectivity to achieve the performance requirements established by NAT-CC.

***Section 4.03 Provision of Services.***

WVC shall provide "Class 5" residential and simple small business telephony services via VoIP to include the following features where allowed and available: Anonymous Call Rejection \*77; Call Forwarding (Busy \*88, Fixed, No Answer); Call Waiting; 3-Way Call Waiting; Calling Name Delivery; Call Restriction for Caller ID; Call Return; Call Hold; Calling Name Block for Outgoing Calls; Direct Inward Dialing; Direct Outward Dialing; Remote Call Forwarding; Remote Call Forwarding Activation; Repeat Call \*66; Speed Dialing 8 & 30; Message Waiting Indicator – Stutter Dial Tone; and Multi-line Hunt Groups.

***Section 4.04 Provision of Switching and Trunk-Side Transport to the PSTN.***

WVC shall provide switching and trunk-side Transport of Local, Long Distance, and International Inbound and Outbound Calls to the Public Switched Telephone Network ("PSTN"), including Operator Services (0 + Dialing), Directory Assistance Services (411), and Emergency Services (911).

***Section 4.05 Tracking of Subscriber Side Lines.***

WVC shall provide and manage and keep inventory of Lines in Service and VoIP Lines Registered, and keep Call Detail Records and Call Ratings Reports as an aggregate per line.

***Section 4.06 Maintenance of the Network.***

WVC shall be responsible for the maintenance and repair of the trunk side of the CLEC Network and its Equipment using either its own personnel or certified contractors.

***Section 4.07 Financial Statements of WVC Cost Center.***

WVC shall maintain and provide regular up-to-date accounting of all Income and Expenses, Assets and Liabilities and Retained Earnings, of NAT-CC, as they pertain to the WVC cost center, including but not limited to Projected Expenses, and shall provide at least Quarterly Reports. In addition, the latest Financial Statements and Reports shall be made available to Directors upon their request within 96 hours or three business days.

## **ARTICLE V. DUTY OF CONSTRUCTIVE TRUST OVER COMPANY OPPORTUNITIES**

### ***Section 5.01 Duty of Constructive Trust Over Company Opportunities.***

No Associate, Director or Employee (a "NAT-CC Official") of NAT-CC shall usurp a Company Opportunity. A Company Opportunity is a business opportunity which becomes known to a NAT-CC Official, whether it is a CCST Official or a NATE Official or a WVC Official, due to his/her position within the company. In such an instance the Opportunity or Knowledge belongs to NAT-CC, and the Officials owe a duty (a fiduciary duty) not to use that Opportunity or Knowledge for their own benefit. Each Official agrees to hold such Opportunities in Constructive Trust for the Company, and use of such knowledge for an Opportunity that therefore does not inure to NAT-CC, whether or not it results in a direct financial benefit, will be considered a usurpation resulting in the right to damages, including punitive damages for the improper appropriation. NAT-CC may also obtain an injunction to prevent someone's use of the Knowledge or Opportunity. It is agreed that this principle will be applied to relationships entered into prior to the formation of NAT-CC but for the formation of NAT-CC would have been less significant. If one or more Partners of NAT-CC violate their fiduciary duty as explained in this agreement, then that Partner(s) shall not benefit in any action by NAT-CC by way of ownership in NAT-CC from an award of damages of any kind. Rather, such an award will inure to the Partner(s) that have not violated the Company Trust.

## **ARTICLE VI. STRUCTURE AND COMPENSATION**

### ***Section 6.01 Net Profits.***

Net Profits is defined as: (1) revenue generated from the provision of service to end user customers, including customer payments and universal service support, but does not include other sources of revenue, such as access charges, related to services provided by third-party businesses to locate on the reservation unless separately identified as NAT-CC revenue in an agreement with third-party businesses; minus (2) costs associated with the build-out, operation, and maintenance of the

telecommunications network on the Crow Creek reservation, including repayment of debt, interest, taxes, and maintenance and operations expenses.

***Section 6.02 CCST Compensation.***

CCST is entitled to 51% of the Net Profits of NAT-CC, subject to the Secured Promissory Note, and subject to the management decisions regarding use of revenues for expansion, and use of revenues for retained earnings.

***Section 6.03 NATE Compensation.***

NATE is entitled to 25% of the Net Profits of NAT-CC, subject to the Secured Promissory Note, and subject to the management decisions regarding use of revenues for expansion, and use of revenues for retained earnings.

***Section 6.04 WVC Compensation.***

WVC is entitled to 24% of the Net Profits of NAT-CC, subject to the Secured Promissory Note, and subject to the management decisions regarding use of revenues for expansion, and use of revenues for retained earnings.

***Section 6.05 Grants.***

To the extent allowed, assets acquired by donation, gift or grant will be used first for the satisfaction of the Secured Promissory Note, and second for the operation and expansion of NAT-CC. Where possible, these assets will be used to pay for ordinary and extraordinary operating expenses. Nothing in this Agreement prevents the distribution of such assets to the Partners, where allowed.

***Section 6.06 WVC and NATE Cost Passthrough. Escrow for On-Going Operation and Maintenance Costs.***

NATE and WVC will incur expenses related to the operation and maintenance of the Crow Creek telecommunications network that may not be readily segregated from other operation and maintenance expenses incurred by NATE and WVC. To cover such expenses, 15% of gross revenues of NAT-CC shall be set aside and placed in an escrow account for the benefit of NATE and WVC.

***Section 6.07 Voting Rights.***

- (a) Regarding decisions affecting the physical health and financial success and well-being of the Crow Creek Indian Reservation and its Citizens, CCST shall have



51%, NATE shall have 25%, and WVC shall have 24% of the voting power of NAT-CC.

- (b) Regarding decisions affecting the regular and ordinary operations of the CLEC and the CLEC Network, NATE shall have the authority to make decisions concerning the regular and ordinary operations of the CLEC and the CLEC Network as it affects the Crow Creek Indian Reservation, its Citizens and Customers. Where disagreements, disputes or conflicts arise regarding the operations of the CLEC and the CLEC Network, resolution will be accomplished through a Majority Rule vote of the designated Board of Directors, each director having one equally weighted vote.
- (c) WVC shall have authority over the normal operations of NAT-CC as it affects the technical aspects of NAT-CC including but not limited to traffic flow over the Network. Where disagreements, disputes or conflicts arise regarding the operations of the CLEC and the CLEC Network, resolution will be accomplished through a Majority Rule vote of the designated Board of Directors, each director having one equally weighted vote.

## **ARTICLE VII. OWNERSHIP TRANSFERS**

### ***Section 7.01 Restrictions on Transfers of Ownership.***

Neither CCST nor NATE nor WVC will Transfer (directly, indirectly or in bankruptcy) any of its NAT-CC ownership interests (including any contractual rights), whether by operation of law or otherwise, prior to the Expiration Date (as defined in Section 7.02 of this Agreement). As used in this Agreement, the term "Transfer" shall include any sale, pledge, gift, assignment or other disposition of, or encumbrance of, NAT-CC.

### ***Section 7.02 Right of First Refusal and Right to Join in Sale.***

CCST or NATE or WVC may Transfer any of its NAT-CC ownership to any third party if it receives a bona fide offer (the "Offer") from a reputable, financially responsible person ("Third Party") and not less than Sixty (60) Days prior to the closing date of the proposed sale, gives written notice thereof (the "Notice of Transfer") to the Other Parties (the "Optionees") subject to the provisions of this Section 7.02:

- (a) The Notice of Sale shall state that a bona fide offer has been received and shall contain all the Terms and Conditions of the Offer and a copy of all supporting documents.
- (b) The Optionees shall have the option (the "Option") for a period of Thirty (30) Days (the "Option Period") after receipt of the Notice of Sale to: (i) if the Transfer is of all of the Transferring Partner's NAT-CC ownership, commit to purchase all, but not less than all, of the NAT-CC ownership of the Transferring Partner on the same terms and conditions as set forth in the Offer; or (ii) if the Transfer is a sale or exchange of less than all of the Transferring Partner's NAT-CC ownership, elect to join in the sale or exchange, in each case by delivering written notice of its election to the Transferring Partner within the Thirty (30) Day period.
- (c) If the Optionees elect to purchase the NAT-CC ownership, the closing of the purchase shall take place on the date designated as the Closing Date of the Offer, but in no event later than Thirty (30) Days after the expiration of the Option Period, in the offices of NAT-CC, or at such other time and place as may be mutually agreed upon in writing by the Transferring Partner and the Optionees.
- (d) If two Optionees express their desire to acquire the NAT-CC ownership of the Transferring Partner, then each Optionee will have the Option to purchase 50%, in equal shares, of the Transferring Partner's interest. In the event that one Optionee wishes to purchase less than 50% of the Transferring Partner's interest, then the other Optionee will have the Option to purchase all of the remaining interest of the Transferring Partner.
- (e) In the event the Optionee: (i) fails to exercise the Option within the Option Period; or, (ii) after electing to purchase the Transferring Partner's ownership interest, fails to close the purchase hereunder (unless such failure to close is attributable to the action or inaction of the Transferring Partner), the Option to Purchase shall Expire (the "Expiration Date") and the Transferring Partner shall have the right to Transfer the NAT-CC ownership interest to the Third Party designated in the Notice of Transfer in accordance with the terms of the Offer. However, as a condition to the effectiveness of such transfer, the Third Party shall thereupon become a party to this Agreement with the same rights and

obligations of the Transferring Partner and, shall confirm such fact by executing a counterpart of this Agreement.

- (f) The provisions of this Section 7.02 shall not be applicable to a Qualified Public Offering (as defined in Section 7.04) of this Agreement.

***Section 7.03 Prohibited Transfers.***

Notwithstanding anything to the contrary provided in this Agreement, neither CCST nor NATE nor WVC will Transfer any of its ownership interest, to any person (other than CCST or NATE or WVC): (i) that competes directly or indirectly with NAT-CC in the "Business"; (ii) if such a person's ownership interest in NAT-CC would create a reasonable expectation of future complications for either NATE or WVC; or (iii) if such person's ownership interest in NAT-CC would breach the ownership percentage limitations imposed upon NAT-CC by the United States federal communications laws, or any federal law, or the laws of the Crow Creek Utility Authority, or the rules and regulations promulgated thereunder, or any other regulatory authority or court in the exercise of its lawful jurisdiction.

***Section 7.04 Termination of Restrictions.***

Upon the sale of NAT-CC ownership interests as part of a firm commitment underwritten public offering or widely distributed private placement underwritten by a nationally recognized full-service investment bank (a "Qualified Public Offering"), all restrictions imposed upon the transfer of NAT-CC ownership, corporate governance, and corporate action through this Agreement shall expire.

**ARTICLE VIII. CORPORATE GOVERNANCE**

***Section 8.01 Board of Directors.***

The Board of Directors shall consist of Nine (9) members. Three (3) members of NAT-CC's Board of Directors shall be designated by CCST, Three (3) members of the Board of Directors shall be designated by NATE and Three (3) members of the Board of Directors shall be designated by WVC. Each designated director shall serve at the pleasure of the designating person and shall be removed upon the request of the designating person. Any vacancy in the Board of Directors shall be filled by a director nominated by the person that designated the director being replaced.

***Section 8.02 Meetings of the Board of Directors.***

NAT-CC's Board of Directors shall meet at least quarterly until such time as the Board of Directors determines that meetings of such frequency are no longer required. In addition, any director shall be entitled to call a special meeting of the Board if a meeting has not been held within the prior Ninety (90) Days. NAT-CC shall reimburse members of the Board of Directors for the customary and reasonable expenses of attending the meetings of the Board of Directors.

**ARTICLE IX. ADDITIONAL COVENANTS**

***Section 9.01 Best Efforts.***

Subject to the terms and conditions of this Agreement, each party will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. CCST and NATE and WVC each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

***Section 9.02 Nondisclosure of Confidential Information.***

- (a) Each of CCST, NATE and WVC hereby agrees that it will not use Confidential Information (as defined below) for its own purposes or for the purposes of any person other than NAT-CC and will not disclose Confidential Information to any person (other than its directors, officers or employees), except: (i) to the extent required by law; (ii) with the prior written permission of the other party; or (iii) in the case of NATE, to the extent required to comply with its obligations under the Management Contract. Each of CCST and NATE and WVC also agrees to take all reasonable precautions to prevent inadvertent disclosure or use of such Confidential Information by its directors, officers or employees and shall forever maintain confidential and in complete secret such Confidential Information

except as to any item or portion thereof that is or becomes publicly known through no fault of itself.

- (b) For purposes of this Section 9.02 the term "information" includes without limitation, information relating directly or indirectly to: research and development; patent, trademark, and copyright development and licensing thereof; trade secrets and inventions; formulas, designs, drawings, specifications and engineering; processes and equipment; financing, distribution, marketing, sales, customer services, and operation techniques, strategies and maintenance costs; price lists, pricing policies and quoting procedures; financial and accounting information; names of customers and their representatives; potential business or promotional opportunities; computer and technology fundamentals, programs, database, and software; and the type, quantity, quality and specifications of services given to clients.
- (c) The term "Confidential Information" means facts, details, intelligence, content, materials, ideas, or information, whether or not contained in books, records, statements, or plans, which: (i) are proprietary to NAT-CC; (ii) are provided to NAT-CC by CCST or NATE or WVC pursuant to the Management Agreement; (iii) are designated or deemed or treated as confidential by NAT-CC; (iv) are not generally known by outside personnel; (v) are known by CCST or NATE or WVC through its ownership of, or services rendered to NAT-CC; or (vi) are provided or available to NAT-CC and required to keep in confidence pursuant to any agreement.

***Section 9.03 Filing of Agreement.***

A copy of this Agreement, as amended from time to time, shall be filed with and retained by a designated representative of each of the three Partners of NAT-CC.

***Section 9.04 Company Designee.***

Designated rights granted to NAT-CC by the terms of this Agreement may be exercised by such person, persons, entity or entities as the Board of Directors of the Company, in its sole discretion, shall designate acting by vote or unanimous written consent.

***Section 9.05 Attorneys and Auditors.***

CCST and NATE and WVC shall cause NAT-CC to retain outside attorneys and consultants, as necessary, for the start-up and continued operation of NAT-CC. Any expenses incurred prior to the execution of this Agreement shall be reviewed and, if directly related to the establishment of NAT-CC and reasonable, approved for payment.

**ARTICLE X. REPRESENTATIONS AND WARRANTIES OF CCST**

CCST hereby represents and warrants to NATE and WVC that:

***Section 10.01 Existence and Power.***

CCST is a validly existing Indian Tribe duly recognized by the United States Government operating under the laws of the Crow Creek Sioux Tribe and has all requisite power, authority and legal right to conduct its affairs as a Sovereign Nation as defined under the Laws of South Dakota and of the United States Government.

***Section 10.02 Authorization.***

- (a) The execution, delivery and performance by CCST of this Agreement and the documents to be delivered in connection herewith are within CCST's powers and have been duly authorized by its Tribal Counsel and the Crow Creek Utility Authority and, upon execution thereof will be duly executed and delivered by CCST.
- (b) This Agreement constitutes the valid and binding agreement of CCST, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally, by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) or by an implied covenant of good faith and fair dealing.

***Section 10.03 Governmental Authorization.***

The execution, delivery and performance by CCST of this Agreement and the documents to be delivered in connection herewith require no approval or other action by or in respect of, or filing with, any Tribal or United States Governmental Authority.

***Section 10.04 Non-Contravention.***

The execution, delivery and performance by CCST of this Agreement and the documents to be delivered in connection herewith do not and will not: (i) contravene or conflict with any other governing document of CCST; (ii) assuming compliance with matters set forth in Section 10.02 and Section 10.03, contravene or conflict with or constitute a violation of any provision of any Tribal or United States law, regulation, judgment, injunction, order or decree binding upon or applicable to CCST.

***Section 10.05 Ownership.***

CCST is currently the record and beneficial owner of each of the Easements, Licenses and the Other Assets and will transfer and deliver the Easements, Licenses and the Other Assets to NAT-CC free and clear of any liens or encumbrances.

***Section 10.06 Finder's Fees.***

There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of CCST who might be entitled to any fee or commission from NATE or WVC or NAT-CC upon consummation of the transactions contemplated herein.

***Section 10.07 Litigation.***

There is no pending or to CCST's knowledge threatened claim or litigation that could affect CCST's title and interest in the Licenses or Easements and no events or circumstances have occurred that may result in any such claim or litigation or any action that might interfere with the execution of the terms of this Agreement.

## **ARTICLE XI. REPRESENTATIONS AND WARRANTIES OF NATE**

NATE hereby represents and warrants to CCST and WVC that:

### ***Section 11.01 Organization and Existence.***

NATE is a Limited Liability Company organized, validly existing and in good standing under the laws of South Dakota.

### ***Section 11.02 Company Authorization.***

- (a) The execution, delivery and performance by NATE of this Agreement and the transactions contemplated herein are within its company powers and have been duly authorized on the part of NATE.
- (b) This Agreement constitutes the valid and binding agreement of NATE, enforceable against it in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally, by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) or by an implied covenant of good faith and fair dealing.

### ***Section 11.03 Governmental Authorization.***

The execution, delivery and performance by NATE of this Agreement and the documents to be delivered in connection herewith require no approval or other action by or in respect of, or filing with, any Tribal or United States Governmental Authority.

### ***Section 11.04 Non-Contravention.***

The execution, delivery and performance by NATE of this Agreement and the documents to be delivered in connection herewith do not and will not: (i) contravene or conflict with the Certificate of Organization or By-laws or any other governing document of NATE; (ii) assuming compliance with matters set forth in Section 11.02 and Section 11.03, contravene or conflict with or constitute a violation of any provision of any Tribal or United States law, regulation, judgment, injunction, order or decree binding upon or applicable to NATE.



***Section 11.05 Ownership.***

NAT is currently the record and beneficial owner of Permissions, Licenses and Other Assets controlled by NATE and NATE shall direct NAT to transfer and deliver the Permissions, Licenses and the Other Assets to NAT-CC free and clear of any liens or encumbrances.

***Section 11.06 Finder's Fees.***

There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of NATE who might be entitled to any fee or commission from CCST, WVC or NAT-CC upon consummation of the transactions contemplated herein.

***Section 11.07 Litigation.***

There is no pending, or to NATE's knowledge, threatened claim or litigation that could affect NATE's title and interests and no events or circumstances have occurred that may result in any such claim or litigation.

**ARTICLE XII. REPRESENTATIONS AND WARRANTIES OF WVC**

WVC hereby represents and warrants to CCST and NATE that:

***Section 12.01 Organization and Existence.***

WVC is a Subchapter-S Corporation duly incorporated, validly existing and in good standing under the laws Nevada.

***Section 12.02 Corporate Authorization.***

- (a) The execution, delivery and performance by WVC of this Agreement and the transactions contemplated herein are within its corporate powers and have been duly authorized by all necessary corporate or other action on the part of WVC.
- (b) This Agreement constitutes the valid and binding agreement of WVC, enforceable against it in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally, by general equity principles (regardless of whether such enforceability is considered in a

proceeding in equity or at law) or by an implied covenant of good faith and fair dealing.

***Section 12.03 Governmental Authorization.***

The execution, delivery and performance by WVC of this Agreement and the documents to be delivered in connection herewith require no approval or other action by or in respect of, or filing with, any Tribal or United States Governmental Authority.

***Section 12.04 Non-Contravention.***

The execution, delivery and performance by WVC of this Agreement and the documents to be delivered in connection herewith do not and will not: (i) contravene or conflict with any the Articles of Incorporation or By-laws or any other governing document of WVC; (ii) assuming compliance with matters set forth in Section 12.02 and Section 12.03, contravene or conflict with or constitute a violation of any provision of any Tribal or United States law, regulation, judgment, injunction, order or decree binding upon or applicable to WVC.

***Section 12.05 Finder's Fees.***

There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of WVC who might be entitled to any fee or commission from CCST or NATE or NAT-CC upon consummation of the transactions contemplated herein.

***Section 12.06 Litigation.***

There is no pending, or to WVC's knowledge, threatened claim or litigation that could affect WVC's title and interests and no events or circumstances have occurred that may result in any such claim or litigation.

**ARTICLE XIII. INDEMNIFICATION**

***Section 13.01 CCST's and WVC's and NAT-CC's Right to Indemnification.***

NATE will indemnify CCST and WVC and NAT-CC, and hold CCST and WVC and NAT-CC, and their respective present and future directors, officers and employees, harmless from any and all liabilities, losses, obligations, claims, costs and expenses (including

without limitation court costs and reasonable attorneys fees) of any type or nature that CCST or WVC or NAT-CC may suffer or incur as a result of or relating to: (i) the breach or inaccuracy, or any alleged breach or inaccuracy, of any of the representations, warranties, covenants or agreements made by NATE in this Agreement or in any of the exhibits hereof; or (ii) any acts or omissions of NATE occurring prior to the Closing Date.

***Section 13.02 NATE's and WVC's and NAT-CC's Right to Indemnification.***

CCST will indemnify NATE and WVC and NAT-CC, and hold NATE and WVC and NAT-CC, and their respective present and future directors, officers and employees, harmless from any and all liabilities, losses, obligations, claims, costs and expenses (including without limitation court costs and reasonable attorneys fees) of any type or nature that NATE or WVC or NATE may suffer or incur as a result of or relating to: (i) the breach or inaccuracy, or any alleged breach or inaccuracy, of any of the representations, warranties, covenants or agreements made by CCST in this Agreement or in any of the exhibits hereof; or (ii) any acts or omissions of CCST occurring prior to the Closing Date.

***Section 13.03 CCST's and NATE's and NAT-CC's Right to Indemnification.***

WVC shall indemnify and hold CCST and NATE and NAT-CC, and their respective present and future directors, officers and employees harmless from any and all liabilities, losses, obligations, claims, costs and expenses (including without limitation court costs and reasonable attorneys fees) that CCST or NATE or NAT-CC may suffer or incur as a result or relating to: (i) the breach or inaccuracy, or any alleged breach or inaccuracy, of any representations, warranties, covenants or agreements made by WVC in this Agreement or in any of exhibits hereof; or (ii) any acts or omissions of WVC occurring prior to the Closing Date.

***Section 13.04 Notice.***

The party seeking indemnification hereunder (for purposes of this Article XIII, "Indemnatee") shall promptly, and within Thirty (30) Days after notice to it (notice to Indemnatee being the filing of any legal action, receipt of any claim in writing, or similar form of actual notice) of any claim as to which it asserts a right to indemnification, notify the party from whom indemnification is sought (for purposes

of this Article XIII, "Indemnitor") of such claim. If notice is given, Indemnitor shall promptly indemnify Indemnitee upon receipt of any such notice. The failure of Indemnitee to give such notification shall not relieve the Indemnitor from any liability that it may have pursuant to this Agreement unless the failure to give such notice within such time shall have been prejudicial and in such case only to the extent thereof, and in no event shall the failure to give such notification relieve the Indemnitor from any liability it may have other than pursuant to this Agreement. In the event that the Indemnitor fails to fully indemnify the Indemnitee within Ten (10) Days after the Indemnitee's right to indemnity hereunder is notified to the Indemnitor, without any legally valid reason to deny its obligations to indemnify, the Indemnitor shall be liable to pay the amount claimed.

***Section 13.05 Third-Party Claims.***

If any claim for Indemnification and Hold Harmless by Indemnitee arises out of a claim by a person other than Indemnitee, Indemnitor may, by written notice to Indemnitee, undertake to conduct any proceedings or negotiations in connection therewith or necessary to defend Indemnitee and take all other steps or proceedings to settle or defeat any such claims or to employ counsel to contest any such claims; provided that Indemnitor shall reasonably consider the advice of Indemnitee as to the defense of such claims, and Indemnitee shall have the right to participate, at its own expense, in such defense, but control of such litigation and settlement shall remain exclusively with Indemnitor. Indemnitee shall provide all reasonable cooperation in connection with any such defense by Indemnitor. Counsel, filing fees, court fees and other costs or expenses of all proceedings, contests or lawsuits with respect to any such claim or asserted liability shall be borne by Indemnitor. If any such claim is made hereunder and Indemnitor does not elect to undertake the defense thereof by written notice to Indemnitee, Indemnitee shall be entitled to control such litigation and settlement and shall be entitled to indemnity with respect thereto pursuant to the terms of this Article XIII. To the extent that Indemnitor undertakes the defense of such claim by written notice to Indemnitee and diligently pursues such defense at its expense, Indemnitee shall be entitled to indemnification hereunder only to the extent that such defense is unsuccessful as determined by a final and unappealable judgment of a court of competent jurisdiction, or by written acknowledgment of the parties.

## **ARTICLE XIV. DEFAULTS**

### ***Section 14.01 Defaults.***

The occurrence of any of the following events shall constitute an "Event of Default" for purposes of this Agreement on the part of the party with respect to which such event occurs (the "Defaulting Party"):

- (a) The institution by the Defaulting Party of proceedings of any nature under any laws of any jurisdiction, whether now existing or subsequently enacted or amended for the relief of debtors wherein such party is seeking relief as a debtor;
- (b) A general assignment by the Defaulting Party for the benefit of creditors;
- (c) The institution against the Defaulting Party of a case or other proceeding under any bankruptcy or similar laws as now existing or hereunder amended or becoming effective, which proceeding is not dismissed, stayed or discharged within a period of Sixty (60) Days after the filing thereof;
- (d) The appointment of a receiver for all or substantially all of the Defaulting Party's business or assets on the grounds of insolvency, and such appointment is not vacated within Sixty (60) Days of such occurrence;
- (e) The admission by the Defaulting Party in writing of its inability to pay its debts as they come due;
- (f) The breach by the Defaulting Party of any of the material provisions contained in this Agreement;

### ***Section 14.02 Remedies.***

Upon an Event of Default, pursuant to Sections 14.01(a) through (f), inclusive, the other party(s) (the Non-Defaulting Party), may elect to dissolve NAT-CC or purchase the ownership interest of the Defaulting Party. In the event, that the Non-Defaulting Party elects to dissolve NAT-CC, the Defaulting Party, as applicable, shall vote its ownership interest in NAT-CC to effect such dissolution.

## **ARTICLE XV. TERMINATION**

### ***Section 15.01 Grounds for Termination.***

This Agreement may be terminated at any time: (i) by mutual written agreement of CCST and NATE and WVC; or (ii) by either CCST or NATE or WVC if the transactions contemplated by Sections 1.01, 1.02, 1.03, 1.04, 1.05 and 1.06 shall not have been consummated on or before May 30, 2009, or such other date, if any, as CCST and NATE and WVC shall agree in writing; provided that no party may terminate this Agreement pursuant to this clause if such party's failure to fulfill any of its obligations under this Agreement shall have been the reason that the transactions contemplated herein shall not have been consummated on or before such date; and (iii) by either CCST or NATE or WVC if another party is then in material breach of this Agreement, and the terminating party(s) is not then in material breach of this Agreement. The party desiring to terminate this Agreement pursuant to this Section 15.01 shall give Five (5) Business Days notice of such termination to the other parties.

### ***Section 15.02 Effect of Termination.***

If this Agreement is terminated as permitted by Section 15.01 such termination shall be without liability to any party (or any director, officer, employee, agent, consultant or representative of such party) to this Agreement. If the termination is pursuant to Section 15.01 (iii) as the result of the failure of any party to fulfill a material covenant of this Agreement or a misrepresentation by any party to this Agreement, such party shall be fully liable for any and all damages, costs and expenses (including, but not limited to, reasonable counsel fees) sustained or incurred by the other parties as a result of such failure, breach or misrepresentation.

## **ARTICLE XVI. MISCELLANEOUS**

### ***Section 16.01 Survival.***

The representations, warranties, covenants and agreements contained herein shall survive the execution of this Agreement.

***Section 16.02 Rules of Construction.***

No rule of construction requiring interpretation against the draftsman shall apply in the interpretation of this Agreement.

***Section 16.03 Notices.***

All notices, requests and other communications to each party hereunder shall be in writing (including facsimile or similar writing, with confirmation of receipt) and shall be given:

If to CCST, to:           BRANDON SAZUE, TRIBAL CHAIRMAN

ADDRESS:           Crow Creek Sioux Tribal Headquarters, Fort Thompson, SD, 57339  
TELEPHONE:       (605) 245-2221  
FACSIMILE:       (605) 245-2470  
E-MAIL:            BRANDONSAZUE@HOTMAIL.COM

If to NATE, to:         GENE DEJORDY

ADDRESS:           16801 Valley Falls Drive, Little Rock, AR 72223  
TELEPHONE:       (501) 804-7797  
FACSIMILE:       (501) 868-8836  
E-MAIL:            GENE@DAKELYN.COM

If to WVC, to:         DAVID ERICKSON

ADDRESS:           110 W. Ocean Blvd., Ste. C, Long Beach, CA 90802  
TELEPHONE:       (562) 437-1411  
FACSIMILE:       (562) 437-1422  
EMAIL:             DAVE@FREECONFERENCECALL.COM

***Section 16.04 Amendments; No Waivers.***

- (a) Any provision of this Agreement may be amended or waived subject to the requirements of applicable law if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by CCST and NATE and WVC, or in the case of a waiver, by the party(s) against whom the waiver is to be effective.
- (b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

***Section 16.05 Expenses.***

Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs or expenses.

***Section 16.06 Successors and Assigns.***

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto and compliance with applicable laws and regulations.

***Section 16.07 Governing Law.***

This Agreement shall be construed in accordance with and governed by the Laws of the State of South Dakota and of the United States Federal Government without giving effect to conflicts of laws or regulatory authority or court in the exercise of its lawful jurisdiction.

***Section 16.08 Counterparts; Effectiveness.***

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.



***Section 16.09 Entire Agreement.***

This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.

***Section 16.10 Partial Invalidity.***

If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute.

***Section 16.11 Captions; Definitions.***

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

***Section 16.12 Dispute Resolution; Arbitration.***

The parties agree with the principle that disputes, claims and controversies arising out of or related to this Agreement or any of the notes or agreements set forth in Exhibits C, D, and E (including the performance, enforcement, breach, or termination thereof, and any remedies relating thereto) (each, a "Dispute") should be regarded as business problems to be resolved promptly through business-oriented negotiations before resorting to arbitration. The parties agree to use their best efforts and to attempt in good faith to resolve any Dispute promptly by negotiation between the Directors approved by the parties who have authority to settle the Dispute. Either party(s) may give the other party(s) written notice of any Dispute not resolved in the normal course of business ("Notice of Dispute"). Within Fifteen (15) Days after receipt of the Notice of Dispute by the receiving party(s) ("Date of Notice"), the receiving party(s) shall submit to the other(s) a written response, which shall include a statement of such party's position. Within Thirty (30) Days after the Date of Notice, the party(s) shall meet at a mutually acceptable time and place, and thereafter as often as they

reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information made by one party to the others will be honored.

- (a) All negotiations pursuant to this Section 16.11 shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- (b) In the event the Dispute has still not been resolved by negotiation, then such Dispute shall be settled by binding arbitration according to the rules of the American Arbitration Association before an Arbitral Panel composed of three (3) Arbitrators. One of such Arbitrators shall be selected by CCST, another by NATE, and another by WVC. The Arbitration shall be legally binding and shall take place at a location within the state of South Dakota designated by the Board of Directors. The arbitral award or order ("Award") shall be given in writing, shall detail the disputed matters and the reasons upon which the Award is based. The Award of the Arbitrators shall be final and binding upon the parties and shall not be subject to appeal to any court or other authority. Judgment upon the award or order may be entered in any court of competent jurisdiction, and application may be made to any such court for enforcement thereof. Each party shall bear its own costs and expenses in connection with the Arbitration, but shall share equally in the costs and fees of the Arbitration proceedings. Each party accepts and submits to the arbitral jurisdiction referenced above and to any court of competent jurisdiction with regard to enforcement of the Award. Process in any such action or proceeding may be served on any party anywhere in the world.

***Section 16.13 Third Party Beneficiaries:***

No provision of this Agreement shall create any third party beneficiary rights in any person (except in favor of NAT-CC), nor shall any provision of this Agreement modify any rights of any third party under any existing law, regulation or contract with any third party.

IN WITNESS WHEREOF, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**Crow Creek Sioux Tribe (AUTHORIZED SIGNATURE)**

By: *Brandon J. Sazue Sr*

Brandon J. Sazue Sr

PRINT NAME

**Native American Telecom Enterprise, LLC (AUTHORIZED SIGNATURE)**

By: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME

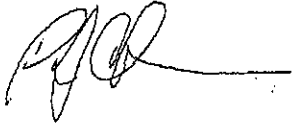
**WideVoice Communications, Inc., Inc. (AUTHORIZED SIGNATURE)**

By: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME

WideVoice Communications, Inc., Inc. (AUTHORIZED SIGNATURE)



By:

Patrick J. Chicas

PRINT NAME

IN WITNESS WHEREOF, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**Crow Creek Sioux Tribe (AUTHORIZED SIGNATURE)**

By: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME

**Native American Telecom Enterprise, LLC (AUTHORIZED SIGNATURE)**

By:



Gene DeJordy

PRINT NAME

**WideVoice Communications, Inc., Inc. (AUTHORIZED SIGNATURE)**

By: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME

