

## Rural Broadband Access Loan and Loan Guarantee Application

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0130. The time required to complete information collection is estimated to average 90 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

United States Department of Agriculture Rural Utilities Service		RUS USE ONLY	
APPLICATION FOR BROADBAND LOAN OR LOAN GUARANTEE		Borrower and Loan Designation APG Data	
<b>1. NAME &amp; ADDRESS OF APPLICANT:</b>  Jaguar Communications, Inc.  213 S. Oak  Owatonna, MN 55060	<b>2. REGISTERED AGENT (Address, Telephone and Fax):</b>  Mr. Donny Smith 213 S. Oak Owatonna, MN 55060 Phone #507-214-1000 Fax #507-214-1001		
<b>3. PHONE NUMBER:</b> 507-214-1000	<b>4. FAX NUMBER:</b> 507-214-1001		
<b>5. E-MAIL ADDRESS:</b> dsmith@jagcom.net	<b>6. CONTACT PERSON:</b> Donny Smith		
<b>7. TYPE OF ORGANIZATION (Check one):</b> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Cooperative or Mutual <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Public Body <input type="checkbox"/> Other _____	<b>8. TYPE of LOAN (Check one):</b> <input checked="" type="checkbox"/> Four Percent <input checked="" type="checkbox"/> Cost-of-Money <input type="checkbox"/> Guarantee		<b>9. REFINANCE/ACQ.:</b> <input type="checkbox"/> Refinancing <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Not Applicable
<b>10. PURPOSE OF LOAN (Briefly explain the purposes for which loan funds are intended and the amount required for each purpose):</b>  To furnish Broadband Access, according to RUS guidelines, within the following existing and proposed communities (city & Township (Twp)) in the State of Minnesota using a Hybrid system of Fiber, Copper, and Wireless Radio services as a delivery model:  Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie city, Stewartville city, Northfield city, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford city, Walcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont city, Ashland Twp, Canisteo Twp, Kalmar Twp, Byron city, Rochester Twp, Deerfield Twp, Otisco Twp, Berlin Twp, Ellendale city, Bath Twp, Clarks Grove city, Bancroft Twp, Geneva Twp, Geneva city, Waltham Twp, Waltham city, Hayfield Twp, Hayfield city, Vernon Twp, Rock Dell Twp, High Forest, Cannon City Twp, Bridgewater Twp, Somerset Twp, Wasioja Twp, Dodge Center city, Concord Twp, West Concord city, Kenyon city, Kenyon Twp, Sargeant city, Sargeant Twp, Lyle city, Lyle, Hayward city, Hayward Twp, Shell Rock Twp, Glenville city			
<b>11. LOAN MATURITY REQUESTED (Check one):</b> <input checked="" type="checkbox"/> Composite Economic Life of Facilities Financed <input type="checkbox"/> <u>10</u> if less than composite economic life	<b>12. AMOUNT OF LOAN APPLIED FOR:</b>  <div style="text-align: right;">\$ 4,633,596</div>		
<b>13. EMPLOYER TAX IDENTIFICATION NO. (TIN):</b>  <div style="text-align: center;">46-0453191</div>	<b>14. ORGANIZATIONAL NUMBER:</b>  <div style="text-align: center;">484-2559</div>		
<b>15. CONGRESSIONAL DISTRICTS (Attach as Schedule A):</b> <input checked="" type="checkbox"/>	<b>16. LEGAL OPINION &amp; PROPERTY SCHEDULE:</b> A. LEGAL OPINION (Attach as Schedule B-1): <input checked="" type="checkbox"/> B. REAL PROPERTY SCHEDULE (separated into real property, leased-property, easements, and rights-of-way) (Attach as Schedule B-2): <input checked="" type="checkbox"/>		

## Rural Broadband Access Loan and Loan Guarantee Application

<b>7. COMPLIANCE CERTIFICATES (Print and sign the samples provided):</b> <b>A. EQUAL OPPORTUNITY AND NONDISCRIMINATION CERTIFICATION (Attach as Schedule C-1):</b> <input checked="" type="checkbox"/> <b>B. CERTIFICATION REGARDING ARCHITECTURAL BARRIERS (Attach as Schedule C-2):</b> <input checked="" type="checkbox"/> <b>C. CERTIFICATION REGARDING FLOOD HAZARD AREA PRECAUTIONS (Attach as Schedule C-3):</b> <input checked="" type="checkbox"/> <b>D. UNIFORM RELOCATION ASSISTANCE &amp; REAL PROPERTY ACQUISITION POLICIES (Attach as Schedule C-4):</b> <input checked="" type="checkbox"/> <b>E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS (Attach as Schedule C-5):</b> <input checked="" type="checkbox"/> <b>F. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (Attach as Schedule C-6):</b> <input checked="" type="checkbox"/> <b>G. ENVIRONMENTAL IMPACT CERTIFICATION (Attach as Schedule C-7):</b> <input checked="" type="checkbox"/> <b>H. SYSTEM DESIGN CERTIFICATION (Attach as Schedule C-8):</b> <input checked="" type="checkbox"/>	
<b>18. COMMUNITIES:</b> <b>A. EXISTING AND PROPOSED COMMUNITIES (Attach as Schedule D-1 following the sample provided):</b> <input checked="" type="checkbox"/> <b>B. EXISTING SERVICE PROVIDERS (Attach as Schedule D-2 following the sample provided):</b> <input checked="" type="checkbox"/> <b>C. SERVICE AREA MAPS (Attach as Schedule D-3):</b> <input checked="" type="checkbox"/>	<b>19. CERTIFICATION OF BROADBAND AVAILABILITY (Attach as Schedule E following the sample provided):</b> <input checked="" type="checkbox"/>
<b>20. NOTICE OF PROPOSED SERVICE:</b> <b>A. PROOF OF LEGAL NOTICE (Attach as Schedule F-1 following the sample provided):</b> <input checked="" type="checkbox"/> <b>B. SUFFICIENCY OF LEGAL NOTICE (Attach as Schedule F-2):</b> <input checked="" type="checkbox"/>	<b>21. CORPORATE STRUCTURE:</b> <b>A. ARTICLES OF INCORPORATION or ORGANIZATION (Attach as Schedule G-1):</b> <input checked="" type="checkbox"/> <b>B. STATE LLC STATUTE (if Applicant is LLC) (Attach as Schedule G-2):</b> <input checked="" type="checkbox"/> <b>C. BOARD OF DIRECTORS OR MANAGING MEMBERS (Attach as Schedule G-3):</b> <input checked="" type="checkbox"/> <b>D. ORGANIZATIONAL CHART &amp; STATEMENT OF EXPERIENCE, if any (Attach as Schedule G-4):</b> <input checked="" type="checkbox"/> <b>E. PARENT AND SUBSIDIARIES, if any (Attach as Schedule G-5):</b> <input checked="" type="checkbox"/>
<b>22. EXECUTIVE SUMMARY (Attach as Schedule H):</b> <input checked="" type="checkbox"/>	<b>23. CREDIT SUPPORT (Attach as Schedule I):</b> <input checked="" type="checkbox"/>
<b>24. BOARD RESOLUTION (Attach as Schedule J):</b> <input checked="" type="checkbox"/>	
<p><i>IMPORTANT: If you believe the following information contained in Schedules K through U-3 is Business Proprietary Information, pursuant to Executive Order 12600, please indicate so at the top of each page.</i></p>	
<b>25. RESEARCH DATA &amp; MARKET ANALYSIS</b> <b>A. RESEARCH DATA (Attach as Schedule K-1):</b> <input checked="" type="checkbox"/> <b>B. MARKET ANALYSIS (Attach as Schedule K-2):</b> <input checked="" type="checkbox"/>	<b>26. BUSINESS PLAN (Attach as Schedule L):</b> <input checked="" type="checkbox"/>
<b>27. MANAGEMENT AND COMPENSATION (Attach as Schedule M):</b> <input checked="" type="checkbox"/>	
<b>28. FINANCIAL POSITION:</b> <b>A. HISTORICAL FINANCIAL STATEMENTS for last three years with full footnotes &amp; disclosures (Attach as Schedules N-1) (Certified financial statements are required if available):</b> <input checked="" type="checkbox"/> <b>B. SUBSCRIBER PROJECTION TABLES (Attach as Schedule N-2):</b> <input checked="" type="checkbox"/> <b>C. PRO-FORMA 5 YR. FINANCIAL FORECAST (Attach as Schedule N-3):</b> <input checked="" type="checkbox"/> <b>D. DEPRECIATION SCHEDULE (Attach as Schedule N-4):</b> <input checked="" type="checkbox"/> <b>E. TOTAL OUTSTANDING INDEBTEDNESS (Attach breakdown as Schedule N-5):</b> <input checked="" type="checkbox"/>	
<b>29. SYSTEM DESIGN (Attach as Schedule O):</b> <input checked="" type="checkbox"/>	<b>30. NETWORK DIAGRAMS (Attach as Schedule P):</b> <input checked="" type="checkbox"/>

Rural Broadband Access Loan and Loan Guarantee Application

PROJECT COSTS:

SUMMARY OF PROJECT COSTS = Total from Details (Attach as Schedule Q-1) \$ 5,194,819   
 SUMMARY OF PROJECT COSTS BY YEAR (Attach as Schedule Q-1a)

DETAILS:

NETWORK & ACCESS EQUIPMENT - (Attach as Schedule Q-2)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
OUTSIDE PLANT - (Attach as Schedule Q-3)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
BUILDINGS - (Attach as Schedule Q-4)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
LAND - (Attach as Schedule Q-5)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
TOWERS - (Attach as Schedule Q-6)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
CUSTOMER PREMISE EQUIPMENT - (Attach as Schedule Q-7)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
OPERATING EQUIPMENT - (Attach as Schedule Q-8)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
ENGINEERING - (Attach as Schedule Q-9)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
REFINANCING (If Applicable) - (Attach as Schedule Q-10)	\$	<del>_____</del>	<input checked="" type="checkbox"/>
ACQUISITION (If Applicable) - (Attach as Schedule Q-11)	\$	<del>_____</del>	<input checked="" type="checkbox"/>

b4

32. ENVIRONMENTAL REPORT (Attach as Schedule R):

33. TOWER, EQUIPMENT, AND BUILDING LEASES (Attach as Schedule S):

34. LICENSES AND AGREEMENTS:

- A. FCC LICENSES (Attach as Schedule T-1):
- B. CLEC LICENSES (Attach as Schedule T-2):
- C. FRANCHISE AGREEMENTS (Attach as Schedule T-3):
- D. INTERCONNECTION AGREEMENTS (Attach as Schedule T-4):
- E. MANAGEMENT / SERVICE AGREEMENTS (Attach as Schedule T-5):
- BYLAWS or OPERATING AGREEMENT (Attach as Schedule T-6):
- G. OTHER MAJOR AGREEMENTS (Attach as Schedule T-7):

35. GUARANTEED LOANS (Loan Guarantee Applicants only):

- A. LENDER INFORMATION (Attach as Schedule U-1):
- B. LOAN CONTRACT (Attach as Schedule U-2):

36. IS THE BORROWER DELINQUENT ON ANY FEDERAL DEBT Examples of debts include, but are not limited to, delinquent taxes, guaranteed or direct government loans (more than 31 days past due) and other administrative debts.

- No
- Yes (If yes attach explanation)

The Federal Government is authorized by law to take any or all of the following actions in the event that a borrower's loan payments become delinquent or the borrower defaults on its loan: (1) Report the borrower's delinquent account to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service the borrower's account; (4) Offset amounts owed to the borrower under other Federal programs; (5) Refer the borrower's debt to the Internal Revenue Service for offset against any amount owed to the borrower as an income tax refund; (6) Refer the borrower's account to a private collection agency to collect the amount due; and (7) Refer the borrower's account to the Department of Justice for litigation in the courts. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

**SCHEDULE A  
CONGRESSIONAL DISTRICTS**

**APPLICANT'S CONGRESSIONAL DISTRICT:**

**MINNESOTA'S 1 ST DISTRICT**

**U.S. REPRESENTATIVE GILBERT W. GUTKNECHT**





**SCHEDULE A  
CONGRESSIONAL DISTRICTS (CONT.)**

**CONGRESSIONAL DISTRICTS COVERED BY THE PROJECT:**

**MINNESOTA'S 1st DISTRICT**

**U.S. REPRESENTATIVE GILBERT W. GUTKNECHT**



**MINNESOTA'S 2nd DISTRICT**

**U.S. REPRESENTATIVE JOHN KLINE**



SCHEDULE B-1  
LEGAL OPINION

Patton Hoversten & Berg

A Professional Association / Attorneys at Law



William L. Hoversten  
Perry A. Berg  
Clifford W. Gardner  
Keith L. Deike

Daryl D. Bail  
Blaine T. Johnson  
Erin E. Lindhart

William B. Patton  
1922-2001

Linda R. Barnett  
Paralegal

SCHEDULE B-1  
LEGAL OPINION

August 2, 2005

Administrator  
Rural Utilities Service  
United States Department of Agriculture  
Stop 1500  
Washington, D.C. 20250-1500

RE: Jaguar Communications  
Our File No. 54556.01

Ladies and Gentlemen:

We are counsel to Jaguar Communication, Inc. (the "Company") in connection with the Company's application (Application) for a loan from the Rural Utilities Service (RUS) to provide broadband service. We have examined or caused to be examined by competent and trustworthy persons such corporate records and files and such other records, indexes, and files as we have deemed necessary to permit us to render the opinions expressed herein. We are of the opinion that, as of June 8, 2005.

1. The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Minnesota.
2. The Company operates in the State of Minnesota, and is duly licensed and authorized to do business and own property in such State.
3. The Company has full legal right, power and authority to own its property and carry on its business as now conducted.

Waseca Office:  
215 Elm Avenue East  
P. O. Box 249  
Waseca, MN  
56093-0249

Phone  
(507) 835-5240

Fax  
(507) 835-1827

Toll-free  
(888) 835-5244

Owatonna Office:  
150 West Park Square  
P.O. Box 506  
Owatonna, MN  
56060-0506

Phone  
(507) 451-9000

Fax  
(507) 451-0907

Toll-free  
(866) 451-9010

Janesville Office:  
216 North Main Street  
P.O. Box M  
Janesville, MN 56048

Phone  
(507) 234-5106

Fax  
(507) 234-5704

Toll-free  
(888) 835-5244

Website  
[www.phblawoffice.com](http://www.phblawoffice.com)

SCHEDULE B-1  
LEGAL OPINION (CONT.)

Rural Utilities Service  
Page 2  
August 2, 2005


4. The execution, delivery and performance by the Company of the Application and the consummation of the transactions contemplated thereby are within the powers of the Company.
5. The Company owns the real property described on Schedule B-2 attached hereto and has the power to grant a security interest in such property and all other property owned by the Company to the RUS as collateral for the loan described in the Application. This is not intended to be a representation of good and marketable title as we have not performed a complete examination of title to said property. If such a certification is needed, please notify us and we will do so.
6. Except as noted, the tower leases and equipment leases (Leases) identified in Schedule S are in full force and effect and constitute the legal, valid and binding obligations of the Company and other parties thereto.
7. The Company has such rights under the Leases as are necessary to operate its business as described in the Application and, except as otherwise noted, may pledge and assign its interests in the Leases to RUS as security for the loans described in the application. **NOTE: SEE NON-ASSIGNABILITY PROVISIONS REFERRED TO IN SCHEDULE S ATTACHED HERETO. NO OPINIONS ARE MADE AS TO UNSIGNED LEASES.**
8. The property descriptions set forth on Schedule B-2 are sufficient for purposes of financing statements creating a lien on such collateral under Article 9 of the Uniform Commercial Code in effect in the State of Minnesota, where the financing statement must be filed.
9. Schedule B-2 contains complete and accurate descriptions of all the real property owned or leased by the Company, including easements and rights-of-way, which are sufficient, in form and substance, for inclusion in the granting clause of a mortgage creating a lien on such property.
10. A security interest in the Leases can be perfected by filing a UCC 1 Financing Statement in the Office of the Secretary of State in the State of Minnesota, and in the Office of the Steele County Recorder. **NOTE: Such security interest would be subject to the security interests adverse thereto as shown on Schedule B-3 attached hereto.**

SCHEDULE B-1  
LEGAL OPINION (CONT.)

Rural Utilities Service  
Page 3  
August 2, 2005

- 11. For purposes of Article 9 of the Uniform Commercial Code of the State of Minnesota, the Company is a "transmitting utility".
- 12. The Company's Minnesota State organizational number is 10X-964 issued by the Minnesota Secretary of State.
- 13. The exact true and correct legal name of the Company, as stated in its organization documents, is Jaguar Communications, Inc. b14
- 14. The Company's corporate debt limit is [REDACTED]
- 15. The Company's estimated tax liability for filing a mortgage in the appropriate counties for the purposed loan in the approximate amount of \$[REDACTED] is estimated to be \$[REDACTED]. b14
- 16. The execution, delivery and performance by the Company of the loan documents would not require the consent, permission or authorization of any governmental authority.
- 17. The Company's federal taxpayer identification number is 0460453191.
- 18. There are no pending claims or litigation against the Company, except for those security interests and leasehold claims noted on Schedule B-3 attached hereto.
- 19. The Company has the following subsidiaries or parent:  
  
Subsidiary: Segway IV Corporation, a New Jersey corporation.  
The corporate records of this corporation are in good standing, but said corporation is currently inactive.
- 21. The titles of the Company officials with the proper authority to execute all loan documents on behalf of the Company, and attest to the execution are:  
Execute: President  
Attest: Secretary.

PATTON, HOVERSTEN & BERG, P.A.



Erin E. Lindhaft  
EEL/csv

**SCHEDULE B-1  
LEGAL OPINION (CONT.)**

**SCHEDULE B-2  
REAL PROPERTY SCHEDULE**

1. Real Property Owned:

LOT 17, BLOCK 7, OF THE ORIGINAL TOWN (NOW CITY) OF OWATONNA,  
MINNESOTA;

AND,

THE EAST ONE-HALF (E ½) OF LOT EIGHTEEN (18), BLOCK SEVEN (7), OF  
THE ORIGINAL TOWN (NOW CITY) OF OWATONNA, MINNESOTA;

AND,

THE WEST ONE-HALF (W ½) OF LOT EIGHTEEN (18), BLOCK SEVEN (7),  
OF THE ORIGINAL TOWN (NOW CITY) OF OWATONNA, MINNESOTA.

2. Real Property Leases that are part of the Telecommunications System (indicate  
record owner of property):

None.

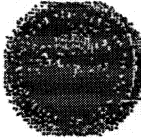
3. Easements and Rights-of-Way:

None.



Debtor Name Inquiry

SCHEDULE B-1  
LEGAL OPINION (CONT.)



WELCOME TO THE OFFICE OF THE

Minnesota

Secretary of State

Online Access



[DA Home](#) [UCC](#) [Business Services](#) [Account](#) [Session Briefcase](#) [Help/FAQs](#) [About](#) [Logout](#)  
The Current Available Balance In Your Client Account is: \$121.00

Debtor Name Inquiry

Records on file are current through: 6/10/2005 5:00:00 PM

This search debtor name search was performed on 6/15/2005 10:20:05 AM with the following search parameters:

The page count next to the original UCC financing statement on this screen reflects the number of pages for the original and all amendments.

The page count listed next to the amendment line reflects the number of pages for each amendment.

DEBTOR NAME: Jaguar Communications, Inc.

CITY: [Not Specified]

Records 1 to 9 of 9

Order	Filing #	Cart & Frame	DTN	Filing Type	Filing Date	Pages	Lapse Date
<input type="checkbox"/>	2					4	8/7/2010
<input type="checkbox"/>	:						
<input type="checkbox"/>	:						

Debtor

Secured Party

Secured Party

Order

Debtor

Secured Party

Order

Debtor

3 pages

b/4

(SCHEDULE B-1)  
LEGAL OPINION (CONT.)

(SCHEDULE S)  
TOWER AND EQUIPMENT LEASES

---

1. Lessor: [ ]  
Lessee: [ ]  
Equipment: [ ]  
Dated: [ ]  
NOTE: [ ]

2. Lessor: [ ]  
Lessee: [ ]  
Lease No.: [ ]  
Dated: [ ]  
NOTE: [ ]

3. Lessor: [ ]  
Lessee: [ ]  
Lease No.: [ ]  
Equipment: [ ]  
NOTE: [ ]

4. Lessor: [ ]  
Lessee: [ ]  
Dated: [ ]  
Equipment: [ ]

NOTE:

5. Lessor: [ ]  
Lessee: [ ]  
Equipment: [ ]

NOTE:

6. Lessor: [ ]  
Lessee: [ ]  
Equipment: [ ]

b4



SCHEDULE B-2  
REAL PROPERTY OWNED (CONT.)

PURCHASE AGREEMENT  
This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

1. Date May 31, 2000  
2. Page 1 of 7

b4

3 RECEIVED OF Jaguar Communications, Inc., a Minnesota Corporation

4 \_\_\_\_\_

5 the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

6 by CHECK ~~CASH~~ NOTE as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before

7 third business day after acceptance, in the trust account of listing broker but to be returned to Buyer if Purchase Agreement is not accepted

8 by Seller. Said earnest money is part payment for the purchase of the property located at:

9 Street Address: 213 and 215 South Oak Avenue

10 City of Duntonna, County of Stearns, State of Minnesota

11 Legally described as: See Attached Exhibit A

12 (Leas) to Govern)

13 including the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees;

14 cash, stoves, ovens, screens and awnings; window shades, blinds, traverse and curtain and drapery rods; attached lighting fixtures and

15 plumbing fixtures, water heater, heating plants (with any burners, tanks, stokers and other equipment used in connection therewith);

16 built-in air conditioning equipment, electronic air filter, water softener / OWNER / ~~RENDER~~ / NONE built-in humidifier and dehumidifier;

17 liquid gas tank and controls (if the property of Seller), sump pump; attached television antenna, cable TV jacks and wiring; built-in

18 dishwashers, garbage disposals, wash compactors, ovens, cook top stoves, microwave ovens, hood fans, intercoms; ATTACHED: car

19 mirrors; garage door openers and all controls; smoke detectors; fireplace screens, doors and heaters; AND: the following property

20 None, and specifically excluding property belonging to the tenants of

21 the building, notwithstanding the above.

22 \_\_\_\_\_

23 all of which property Seller has this day agreed to sell to Buyer for sum of: \_\_\_\_\_

24 \_\_\_\_\_

25 which Buyer agrees to pay in the following manner: Earnest money of \$ \_\_\_\_\_

26 and \$ \_\_\_\_\_ cash on August 15, 2000, the date of closing

27 the balance of \$ N/A by financing in accordance with the attached addendum

28 (delete out those that do not apply) Conventional Financing, Construction/Trade/Personal/Manufacturing/Other

29 This Purchase Agreement IS NOT subject to a Contingency Addendum for sale of Buyer's property. (If answer is IS, see attached addendum)

30 This Purchase Agreement IS NOT subject to cancellation of a previously written Purchase Agreement dated \_\_\_\_\_

31 Buyer has been made aware of the availability of property inspections. Buyer elects / ~~declines~~ to have a property inspection performed

32 by Buyer's expense.

33 This Purchase Agreement IS NOT subject to an Inspection Addendum. (If answer is IS, see attached addendum.)

34 Attached are other addenda which are made a part of this Purchase Agreement. (Enter page or pages on line 2)

35 DEED/MARKETABLE TITLE (This purchaseable by Buyer, Seller shall deliver a General Warranty;

36 joined in by spouse, if any, conveying marketable title, subject to:

37 (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property or

38 effective forfeiture provisions; (C) Reservation of any mineral rights by the State of Minnesota; (D) Utility and easements which

39 not interfere with existing improvements; (E) Rights of tenants as follows (unless specified, not subject to tenancy clauses):

40 See Attached Exhibit B

41 (F) Others (Must be specified in writing): \_\_\_\_\_

42 SPECIAL ASSESSMENTS shall be paid as follows:

43 ~~BUYER SHALL ASSUME / SELLER SHALL PAY~~ SELLER SHALL PAY ON DATE OF CLOSING all installments of

44 assessments certified for payment with the real estate taxes due and payable in the year of closing.

45 ~~BUYER SHALL ASSUME / SELLER SHALL PAY~~ on date of closing all other special assessments levied as of the date of the Agreement.

46 ~~BUYER SHALL ASSUME / SELLER SHALL PAY~~ special assessments pending as of the date of this Agreement

47 improvements that have been ordered by the City Council or other assessing authorities. (Seller's provision for payment shall be by

48 into escrow of two (2) times the estimated amount of the assessments, or less as required by Buyer's lender.)

49 ~~BUYER SHALL ASSUME / SELLER SHALL PAY~~ on date of closing any deferred real estate taxes (i.e., Green Acres, etc.) or

50 assessments payments of which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in the

51 following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not

52 provided. As of the date of this Agreement, Seller represents that Seller HAS NOT received a notice of hearing for a city

53 improvement project from any governmental assessing authority, the basis of which project may be assessed against the property.

54 notice of pending special assessment is issued after the date of this Agreement and on or before the date of closing, Buyer shall

55 payment of ALL / NONE / OTHER of any such special assessments, and Seller shall pay

56 payment on date of closing ALL / NONE / OTHER of any such special assessments. If such

57 assessments in respect of the real estate assessments as required by Buyer's lender shall exceed \$ \_\_\_\_\_

58 Seller and Buyer have signed this Agreement on May 31, 2000 Date 5/31/00 Buyer(s) \_\_\_\_\_ Date \_\_\_\_\_

59 MN-PA-119(97)

**SCHEDULE B-2  
REAL PROPERTY OWNED (CONT.)**

PURCHASE AGREEMENT

60. Page 2

61. then either party may agree in writing on or before the date of closing to assume, pay or provide for the payment of such  
62. excess. In the absence of such agreement, either party may declare this Purchase Agreement null and void; the parties shall  
63. immediately sign a cancellation of Purchase Agreement and all earnest money paid hereunder shall be refunded to Buyer.

64. **TITLE AND EXAMINATION:** Seller shall, at Seller's option, within a reasonable time after acceptance of this Agreement  
65. provide evidence of title in the form of either ~~(1) a commitment for an owner's policy of title insurance in the~~  
66. ~~amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in~~  
67. ~~Minnesota; or (2) an abstract of title or a registered property abstract certified to date. Evidence of title shall~~  
68. ~~include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending Special~~  
69. ~~Assessments. Seller shall (1) pay the entire premium for such title insurance policy if no lender's policy is obtained~~  
70. ~~and only the additional cost of obtaining a simultaneously issued owner's policy if a lender's policy is obtained~~  
71. ~~Buyer shall pay the premium for the lender's policy; or (2) pay all costs of providing the abstract. If Seller provides~~  
72. ~~commitment for an owner's policy of title insurance, Seller shall surrender any abstract in Seller's possession and~~  
73. ~~control to Buyer at closing.~~

74. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event Seller has not provided  
75. marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in the alternative,  
76. Buyer may waive title defects by written notice to the Seller. In addition to the 30 day extension, Buyer and Seller may, by  
77. mutual agreement further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement  
78. null and void; neither party shall be liable for damages hereunder to the other and earnest money shall be refunded to Buyer.  
79. Buyer and Seller shall immediately sign a cancellation of Purchase Agreement.

80. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision  
81. expenses and obtain all necessary governmental approvals. Seller warrants the legal description of the real property to be  
82. conveyed has been or will be approved for recording as of the date of closing.

83. Seller warrants that the buildings are or will be constructed entirely within the boundary lines of the property. Seller warrants  
84. that there is a right of access to the property from a public right of way. These warranties shall survive the delivery of the  
85. deed or contract for deed.

85. Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures  
86. tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration or repair  
87. any structure on or improvement to the property.

88. Seller warrants that Seller has not received any notice from any government authority as to violation of any law, ordinance  
89. regulation. If the property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from  
90. person or authority as to a breach of the covenants. Any notices received by Seller will be provided to Buyer immediately.

91. Seller agrees to allow reasonable access to the property for performance of any surveys or inspections agreed to herein.

92. **RISK OF LOSS:** If there is any loss or damage to the property between the date hereof and the date of closing, for any reason,  
93. including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property is destroyed  
94. substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer's option, and  
95. earnest money shall be refunded to Buyer; Buyer and Seller shall immediately sign a cancellation of Purchase  
96. Agreement.

96. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

97. **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits and any addenda or amendments signed by the parties  
98. shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between  
99. Seller and Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer.

100. **ACCEPTANCE:** Buyer understands and agrees that this Purchase Agreement is subject to acceptance by Seller in writing. At  
101. delivery of all papers and monies shall be made at the listing broker's office.

102. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may terminate this Purchase Agreement, and  
103. payments made hereunder may be retained by Seller as liquidated damages. If this Purchase Agreement is not so terminated,  
104. Buyer or Seller may seek actual damages for breach of this Agreement or specific performance of this Agreement; and, in  
105. specific performance, such action must be commenced within six months after such right of action arises.



# SCHEDULE B-2 REAL PROPERTY OWNED (CONT.)

Form 1519A 3 (Rev. 9/97) Miller/Davis Co., St. Paul, MN

106. Address 213+215 SOUTH OAK AVENUE  
107. Page 3 Date MAY 31, 2000

- 108. REAL ESTATE TAXES shall be paid as follows.
- 109. Buyer shall pay, PRORATED TO DAY OF CLOSING ~~XXXXXX~~ NONE real estate taxes due and payable in the year 2000.
- 110. Seller shall pay, PRORATED TO DAY OF CLOSING ~~XXXXXX~~ NONE real estate taxes due and payable in the year 2000.
- 111. If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted to the new closing date. Seller warrants taxes due and payable in the year 2000 will be ~~PRORATED~~ NON-homestead classification. If part or non-homestead classification is checked.
- 112. Seller agrees to pay Buyer at closing \$ \_\_\_\_\_ toward the non-homestead real estate taxes. Buyer agrees to pay any remaining balance of non-homestead taxes when they become due and payable. No representations are made concerning the amount of subsequent real estate taxes.
- 113. POSSESSION: Seller shall deliver possession of the property not later than immediately after closing.
- 114. All interest, homeowner association dues, rents, fuel oil, liquid petroleum gas and all charges for city water, city sewer, electricity, natural gas shall be prorated between the parties as of date of closing. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by possession date.
- 115. ENVIRONMENTAL CONCERNS: To the best of the Seller's knowledge there are no hazardous substance or underground storage tanks, except herein noted: \_\_\_\_\_
- 116. \_\_\_\_\_
- 117. \_\_\_\_\_
- 118. \_\_\_\_\_
- 119. \_\_\_\_\_
- 120. \_\_\_\_\_
- 121. \_\_\_\_\_
- 122. \_\_\_\_\_

- 123. SELLER WARRANTS THAT THE PROPERTY IS DIRECTLY CONNECTED TO: CITY SEWER:  YES  NO CITY WATER:  YES  NO
- 124. ~~SELLER~~ / BUYER AGREES TO PROVIDE WATER QUALITY TEST RESULTS IF REQUIRED BY GOVERNING AUTHORITY AND/OR LENDER
- 125. ~~SELLER~~ / BUYER AGREES TO PROVIDE, IF REQUIRED BY THE TERMS OF THIS PURCHASE AGREEMENT OR BY GOVERNING AUTHORITY AND/OR LENDER, A LICENSED INSPECTOR'S SEPTIC SYSTEM INSPECTION REPORT OR NOTICE INDICATING IF THE SYSTEM COMPLIES WITH APPLICABLE REGULATIONS. NOTICE: A VALID CERTIFICATE OF COMPLIANCE FOR THE SYSTEM MAY SATISFY THIS OBLIGATION.
- 126. NOTHING IN LINES 125 TO 129 SHALL OBLIGATE SELLER TO UPGRADE, REPAIR OR REPLACE THE SEPTIC SYSTEM UNLESS OTHERWISE AGREED TO IN THIS PURCHASE AGREEMENT.
- 127. SELLER WARRANTS THAT CENTRAL AIR CONDITIONING, HEATING, PLUMBING AND WIRING SYSTEMS USED AND LOCATED ON SUBJECT PROPERTY WILL BE IN WORKING ORDER ON DATE OF CLOSING, EXCEPT AS NOTED IN THIS AGREEMENT.
- 128. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF PURCHASE AGREEMENT.

- 129. BUYER ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS HAVE BEEN MADE REGARDING POSSIBLE PROBLEMS OF WATER IN BASINMENT, OR DAMAGE CAUSED BY WATER OR ICE BUILD-UP ON ROOF OF THE PROPERTY AND BUYER RELIES SOLELY IN THAT REGARD ON THE FOLLOWING STATEMENT BY SELLER:
- 130. SELLER HAS ~~NOT~~ / HAS ~~NOT~~ A WELL BASEMENT, AND HAS ~~NOT~~ / HAS ~~NOT~~ HAD ROOF, WALL OR CEILING DAMAGE CAUSED BY WATER OR ICE BUILD-UP. BUYER ~~HAS~~ / HAS ~~NOT~~ RECEIVED A SELLER'S PROPERTY DISCLOSURE STATEMENT.
- 131. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.
- 132. BUYER HAS RECEIVED THE WELL DISCLOSURE STATEMENT OR A STATEMENT THAT NO WELL EXISTS ON THE PROPERTY, AND A SEPTIC SYSTEM DISCLOSURE STATEMENT OR A STATEMENT THAT NO SEPTIC SYSTEM EXISTS ON OR SERVES THE PROPERTY, AS REQUIRED BY MINNESOTA STATUTES.

133. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAD THE OPPORTUNITY TO REVIEW THE ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT.

134. SELLER(S) \_\_\_\_\_ BUYER(S) \_\_\_\_\_

135. SELLER(S) \_\_\_\_\_ BUYER(S) \_\_\_\_\_

136. NOTICE

(Licensee) \_\_\_\_\_ Is Seller's Agent / Buyer's Agent / Dual Agent / Non-Agent (strike three)

(Company) \_\_\_\_\_

137. (Licensee) \_\_\_\_\_ Is Seller's Agent / Buyer's Agent / Dual Agent / Non-Agent (strike three)

(Company) \_\_\_\_\_

138. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

### 139. DUAL AGENCY REPRESENTATION

- 140. DUAL AGENCY REPRESENTATION ~~DOES~~ / DOES NOT APPLY IN THIS TRANSACTION.
- 141. Broker represents both the Seller(s) and the Buyer(s) of the property involved in this transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:
- 142. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
- 143. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
- 144. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of the sale.
- 145. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

146. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

147. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

148. Date \_\_\_\_\_ Date \_\_\_\_\_

### SCHEDULE B-2 REAL PROPERTY OWNED (CONT.)

Form 1519A 4 (Rev. 9/97) MN/PA-4 (9/97)

168. Address 213 & 215 SOUTH VAN DYKE

169. Page 4 Date MAY 31, 2000

170. OTHER: This agreement is subject to Jaguar Communications, Inc. securing financing  
 171. on terms acceptable to Jaguar Communications, Inc. in its sole discretion; the Company  
 172. will proceed in good faith to secure acceptable financing. Jaguar Communications, Inc.  
 173. shall have until July 14, 2000 to obtain satisfactory financing. If, by that date,  
 174. Jaguar Communications, Inc. fails to notify Sellers to the contrary this contingency  
shall be lifted.

175. I, the owner of the property, accept this Agreement and authorize  
 176. the listing broker to withdraw said property from the market,  
 177. unless instructed otherwise in writing and I have reviewed all  
 178. pages of this Purchase Agreement.

I agree to purchase the property for the price and in accordance  
 with the terms and conditions set forth above and I have reviewed  
 all pages of this Purchase Agreement.

179. X Patricia V. Carver 5/31/00  
 (Seller's Signature) (Date)

X [Signature]  
 (Buyer's Signature) (Date)

180. X Patricia V. Carver  
 (Seller's Printed Name)

X Debra Smith, CRD Sr.  
 (Buyer's Printed Name)

181. X 474-44-0261 Married  
 (Social Security Number - optional) (Marital Status)

X \_\_\_\_\_  
 (Social Security Number - optional) (Marital Status)

182. X [Signature] 5/31/00  
 (Seller's Signature) (Date)

X \_\_\_\_\_  
 (Buyer's Signature) (Date)

183. X Arnold B. Carver  
 (Seller's Printed Name)

X \_\_\_\_\_  
 (Buyer's Printed Name)

184. X 496-42-4756 Married  
 (Social Security Number - optional) (Marital Status)

X \_\_\_\_\_  
 (Social Security Number - optional) (Marital Status)

185. FINAL ACCEPTANCE DATE June 17, 2000

186. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.  
 187. MN-PA-4 (9/97) IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

### SCHEDULE B-2 REAL PROPERTY OWNED (CONT.)



South Central Minnesota  
Association of REALTORS, Inc.

Addendum to Purchase Agreement  
Disclosure of Information on Lead-Based Paint  
and Lead-Based Paint Hazards

This form is approved by the Minnesota Association of  
Realtors®, which disclaims any liability arising out of use  
or misuse of this form.

Date May 30, 2000  
Page 5 of 7

Addendum to Purchase Agreement between parties dated 2000 IXX pertaining to the purchase and sale of the property  
See Attached Exhibit A (Legal to Govern)  
213 and 215 South Oak Avenue  
Owatonna, Minnesota 55060

#### Section I: Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence and behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessment inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection of possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure (initial)

- SMC MLC (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- SMC MLC (b) Records and reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (initial)

- SMC (c) Purchaser has received copies of all information listed under (b) above.
- MLC (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- SMC (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (If checked, see Section II below); or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Real Estate Licensee's Acknowledgment (initial)

- SMC (f) Real estate licensee has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by signatory is true and accurate.

<u>Stephen J. Curran</u>	<u>5/31/00</u>	_____	_____
Seller	Date	Purchaser	Date
<u>Charles A. Curran</u>	<u>5/31/00</u>	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Real Estate Licensee	Date	Real Estate Licensee	Date

#### Section II: Contingency (Initial only if first box under Purchaser's Acknowledgment letter (c) above is checked.)

This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-based and/or lead-based paint hazards to be conducted at the purchaser's expense. The assessment or inspection shall be completed within ten (10) calendar days after acceptance of the Purchase Agreement. This contingency shall be deemed removed.

and the Purchase Agreement shall be in full force and effect, unless purchaser or real estate licensee assisting or acting on behalf of purchaser delivers to seller or real estate licensee assisting or acting on behalf of seller within three (3) calendar days after the assessment or inspection is timely completed a written list of the deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If the purchaser has not agreed in writing within three (3) calendar days after delivery of the written list of required corrections that: (A) some or all of the required corrections will be made; or (B) the purchaser waives the deficiencies, or adjustment to the purchase price will be made, the Purchase Agreement shall automatically be deemed null and void, all earnest money shall be refunded to the purchaser. It is understood that the purchaser may unilaterally waive defects or remove this contingency, providing that the purchaser or the real estate licensee assisting or acting on behalf of purchaser notifies the seller or real estate licensee assisting or acting on behalf of seller of the waiver or removal in writing within the time specified.

**SCHEDULE B-2  
REAL PROPERTY OWNED (CONT.)**

**EXHIBIT A: LEGAL DESCRIPTION**

Lot Seventeen (17), Block Seven (7), of the Original Town (now City) of Owatonna, Minnesota.

AND

The East Half (E½) of Lot Eighteen (18), Block Seven (7), of the Original Town (now City) of Owatonna, Minnesota.

AND

The West Half (W½) of Lot Eighteen (18), Block Seven (7), of the Original Town (now City) of Owatonna, Minnesota.

**EXHIBIT B: CURRENT TENANTS AND INFORMATION**

TENANT

FAMILY FOCUS	See attached copies of lease and addendum.
LOCAL LINK	Buyers already possess copies of the lease as parties thereto.
JAGUAR COMMUNICATION	Buyers already possess copies of the lease as parties thereto.
QUALITY CALIBRATION	See attached copies of lease and addendum.

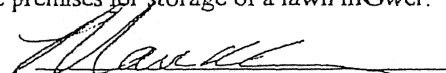
**SCHEDULE B-2  
REAL PROPERTY OWNED (CONT.)**

**REQUEST FOR REMOVAL OF CONTINGENCY**

TO BUYERS:

A request is hereby made that the financing contingency in the purchase agreement dated May 31, 2000 between Jaguar Communication, Inc. ("Buyer") and Arnold and Patricia Carver, ("Sellers"), relating to the sale of the Jones building located at 213 and 215 South Oak Avenue in Owatonna, Minnesota be removed immediately notwithstanding the date referred to in the purchase agreement. In exchange for the immediate removal of said contingency, Sellers agree that Buyer shall have use of the premises in the Jones building formerly rented by the Alpha Omega Driving School, subject to Sellers use of the same premises for storage of a lawn mower.

DATED: June 15, 2000

  
Mark R. Carver, Attorney for Sellers.

**REMOVAL OF FINANCING CONTINGENCY**

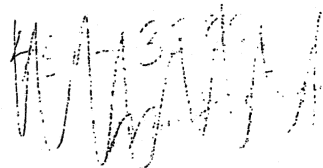
Buyer hereby consents to the removal of the financing contingency in the purchase agreement dated May 31, 2000 between Jaguar Communication, Inc. ("Buyer") and Arnold and Patricia Carver, ("Sellers"), relating to the sale of the Jones building located at 213 and 215 South Oak Avenue in Owatonna, Minnesota. Upon the execution of this document by Buyer and delivery to the above attorney for Sellers, said contingency shall be removed and Buyer shall hereby be prohibited from seeking any legal remedy under said contingency.

Jaguar Communications, Inc., Buyer

DATED: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_



2/1



**SCHEDULE B-2  
REAL PROPERTY LEASES**

Local Link

---

**LEASE AGREEMENT**

---

THIS LEASE AGREEMENT is made on October 16, 1998, by and between Arnold B. Carver and Patricia V. Carver, hereafter jointly referred to as "Lessors," and Local Link, Inc., hereafter referred to as "Lessee."

Lessors, in consideration of rents and covenants hereafter provided, do hereby lease to Lessee, and Lessee hereby takes and acquires from the Lessors that portion described in Exhibit A, attached hereto, of the commercial building known as the "Jones Building" located at 213 and 215 South Oak Street, Owatonna, Minnesota and located upon property legally described as follows:

Lot Seventeen (17), in Block Seven (7), of the Original Town (now City) of Owatonna, Minnesota.  
AND  
Lot Eighteen (18), in Block Seven (7), of the Original Town (now City) of Owatonna, Minnesota.

Whereas Lessors are the sole owners of the property described above and desire to lease that portion of the building described in Exhibit A to Lessee and whereas Lessee desires to lease the space from Lessors for operation as a business venture, the parties agree that the Lease shall be upon the following terms and conditions:

**SCHEDULE B-2  
REAL PROPERTY LEASES (CONT.)**

1. **TERM AND PURPOSE:**

Lessee shall have and hold the premises just as they are, without any liability or obligation on the part of the Lessors for making alterations, improvements or repairs of any kind on, in or about the premises for a term of three years or thirty-six months from November 1, 1998 to October 31, 2001, for the following purposes: Office Space, Equipment Storage.

2. **RENT:**

(a) Lessee shall pay as rent for the premises the sum of \$7,800.00 for the first year, from November 1, 1998 to October 31, 1999, in monthly installments of 650.00 each, payable in advance, with the first such lease payment being due on November 1, 1998, and a like amount on the first day of each and every month thereafter until October 31, 1999.

(b) Lessee shall pay as rent for the premises the sum of \$8,400.00 for the second year, from November 1, 1999 to October 31, 2000, in monthly installments of 700.00 each, payable in advance, with the first such lease payment being due on November 1, 1999, and a like amount on the first day of each and every month thereafter until October 31, 2000.

(c) Lessee shall pay as rent for the premises the sum of \$9,000.00 for the third year, from November 1, 2000 to October 31, 2001, in monthly installments of 750.00 each, payable in advance, with the first such lease payment being due on November 1, 2000, and a like amount on the first day of each and every month thereafter until October 31, 2001.

3. **DAMAGE TO PREMISES:**

Should the premises, without fault or neglect on the part of the Lessee, be destroyed or so injured by the elements or by any other causes to be untenable or unfit for the use intended, Lessee is not liable thereafter to pay any rent to the Lessors and the Lessee shall

**SCHEDULE B-2**  
**REAL PROPERTY LEASES (CONT.)**

quit and surrender possession of the premises. If the premises shall be partially damaged by fire, storm, earthquake, or other casualty not due to Lessee's negligence or willful act, the premises shall be promptly repaired by the Lessors and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the premises may have been untenable. However, if the premises should be damaged other than by Lessee's negligence or willful act, to the extent that the Lessors shall decide not to repair, the term of this Lease shall end and the rent shall be prorated up to the time of damage.

4. **UTILITIES:**

Lessors will pay all charges made against the leased premises for water, heat, gas or electricity during the continuance of this Lease as the same shall become due.

5. **MAINTENANCE AND REPAIR DURING THE TERM OF THE LEASE:**

Lessors covenant that the premises are, or will be prior to entry by the Lessee, fit for the uses intended by the parties and that, thereafter, Lessee will keep the premises in a state of reasonable repair during the term of the Lease. It is specifically understood that the Lessors will be responsible for any structural repairs and shall further be responsible for maintenance and repair of the exterior of the premises, including the plowing of snow. Lessee agrees to maintain the interior of the premises and be responsible for necessary ordinary day-to-day maintenance and repairs and further agrees to keep the leased premises in a continually neat, clean and respectable condition.

6. **CONSENT TO IMPROVEMENTS:**

No improvements or remodeling in excess of \$5,000.00 shall be done by the Lessee without the prior written consent of the Lessors.

**SCHEDULE B-2**  
**REAL PROPERTY LEASES (CONT.)**

7. **INDEMNIFICATION:**

The Lessee shall indemnify the Lessors, its successors and assigns, against, and shall hold the Lessors, its successors and assigns, harmless from any and all losses, liabilities, claims, fines, penalties, forfeitures, damages, orders, and the costs, attorney fees and expenses incident thereto, which may at any time be imposed upon, incurred by or awarded against the Lessors as a result of or in connection with the Lessee's use of the premises.

8. **EMINENT DOMAIN:**

In the event that the entire demised premises are taken by any lawful authority under the power of eminent domain, this Lease shall automatically cease and terminate, and the Lessors and Lessee shall share the award of damages for the taking as their respective interests may appear. If the premises are taken in part by eminent domain and the part not taken cannot be reasonably used by the Lessee for the purposes set forth in the Lease, this Lease may be terminated by the Lessee. If the Lease was so terminated by the Lessee, the Lessors and Lessee shall share the award of damages for the taking as their respective interests may appear. If the premises were taken in part and the Lessee can reasonably use the part not taken, then there shall be an abatement of rent corresponding to the time and extent to which the premises may not be used by the Lessee, and the Lessors shall be entitled to the entire award of damages for the taking.

9. **WASTE:**

Lessee agrees not to cause, suffer or permit waste upon or to the premises.

10. **RIGHT OF ENTRY:**

Lessee agrees that the Lessors, their agents or representatives, shall, at all reasonable times and with reasonable notices, have access to the premises for purposes of examining

**SCHEDULE B-2  
REAL PROPERTY LEASES (CONT.)**

and inspecting the condition of the same or for making any repairs Lessors may elect to do pursuant to the provisions of this Lease or for purposes of exercising any right or power reserved to the Lessors under the terms of this Lease. Lessee further grants Lessors the right, within 60 days prior to the expiration of the Lease, and upon reasonable notice to the Lessee to show the premises to perspective tenants.

11. **ASSIGNMENT AND SUBLETTING:**

The Lessee shall not assign this Lease, nor sublet the leased property without the prior written consent of the Lessors.

12. **NOTICE:**

Wherever in this Lease shall be required or permitted that notice be given or served by either party to the Lease, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and mailed, postage pre-paid, addressed as follows:

To Lessors at: Arnold and Patricia Carver  
607 East School Street  
Owatonna, Minnesota 55060

To Lessee at: Local Link, Inc.  
213 South Oak Street  
Owatonna, Minnesota 55060

13. **QUIET POSSESSION/SURRENDER OF PREMISES:**

Lessors covenant and agree that contingent upon Lessee's compliance with the terms and conditions of this Lease, Lessee shall quietly and peaceably hold, possess and enjoy the leased premises for the full term of this Lease without any hindrance from Lessors, or any person claiming by, through or under Lessors, and Lessors will defend the title to the premises and the use and occupancy of the same by the Lessee against the claims of all



**SCHEDULE B-2**  
**REAL PROPERTY LEASES (CONT.)**

persons whomever, except those claiming by or through the Lessee. At the expiration of the Lease term, the Lessee shall quit and surrender the premises hereby leased in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear thereof and damages by the elements accepted.

14. **HEIRS AND ASSIGNS:**

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

15. **EFFECT OF DEFAULT**

If Lessee defaults in the payment of rent or any part thereof within ten days after the date upon which it is due or in the performance of any of the terms and conditions of this lease, then this lease may be declared forfeited by Lessors at their option. Lessors may re-enter without notice or demand, and Lessee shall be liable for all loss or damage resulting from any default or violation. Any forfeiture or re-entry under this section shall release Lessee from the obligation to make the minimum monthly payments reserved as rental, at the times and in the manner set forth herein, and Lessors may relet the premises as the agents of Lessee, applying the proceeds first to the payment of any expenses incurred in reletting, then to the payment of rents as they become due, and finally towards the fulfillment of other terms and conditions of the lease, with the balance, if any, to be paid over to Lessee. Lessors may elect to terminate the lease on default by Lessee. If so, Lessors shall give Lessee written notice of such default, and Lessee shall have ten days within which to correct the default. If Lessee fails to correct the default within the ten days, Lessors shall give written notice to Lessee of their intention to terminate the lease, and the lease shall

**SCHEDULE B-2  
REAL PROPERTY LEASES (CONT.)**

thus terminate within ten days of notice. In the event that (a) Lessee declares bankruptcy, (b) a receiver is appointed for the property of Lessee, (c) Lessee makes an assignment for the benefit of creditors, or (d) involuntary bankruptcy proceedings are initiated against Lessee by creditors, the lease shall terminate immediately and Lessors shall have the right to re-enter and take possession of the premises without demand or notice.

**16. REBATE IN RENT**

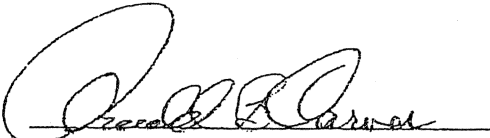
For any month in which the company known as QWEST, Inc. rents at least 500 square feet of space in the Jones Building from Lessors at an amount not less than \$2.00 per square foot per month, Lessors shall reduce the rent paid by Lessee by fifty dollars (\$50.00) for that month.

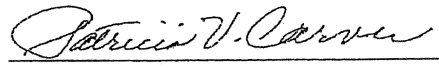
**17. SALE OF LEASED PREMISES**

In the event that Lessors decide to sell the Jones Building, Lessors shall contact Lessee and inform him of Lessors' intent to sell the building at least fourteen days before placing it on the market for sale to the public at large.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease on October 16, 1998.

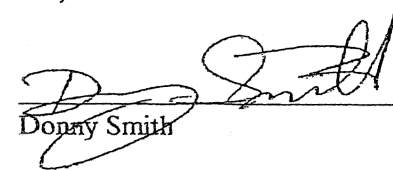
**LESSORS**

  
Arnold B. Carver

  
Patricia V. Carver

**LESSEE**

Local Link, Inc.

By:   
Donny Smith

Its: President

SCHEDULE B-2  
PROPOSED FORM FOR ACQUIRING EASEMENTS & RIGHTS-OF-WAY

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

**RIGHT-OF-WAY EASEMENT FOR COMMUNICATIONS EQUIPMENT**

For and in consideration of good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we, \_\_\_\_\_, (hereinafter called "Grantors"), whose address is \_\_\_\_\_, Telephone No. \_\_\_\_\_, do hereby convey and grant unto **JAGUAR COMMUNICATIONS, INC.**, (hereinafter called "Company"), whose address is **213 South Oak Avenue, Owatonna, MN**, Telephone No. (507) 214-1000, a perpetual easement to construct, operate and maintain communications equipment on the lands hereinafter described, located and situated in the County of \_\_\_\_\_, State of Minnesota, and more particularly described as follows:

This perpetual easement conveys and grants unto Company the full right of ingress and egress for constructing, operating and maintaining communications equipment placed on the hereinabove described lands. Company shall have the right to cut and trim all trees, shrubbery and brush that may interfere with or threaten to endanger the operation and maintenance of said communications equipment and to license, permit or otherwise agree to joint use or occupancy of said communications equipment by any other person, firm or corporation for telephone purposes.

It is understood by the Grantors herein that the easement granted herein is the dominant estate, however, Grantors may continue to use said premises in any fashion that does not interfere with the Company's right to construct, operate and maintain said communications equipment.

It is agreed by the parties hereto that although this is a perpetual easement, in the event that the communications equipment is removed from the hereinabove described lands and the same is abandoned by the Company, then this easement shall terminate and revert to the Grantors or their heirs or assigns.

The Grantors herein agree that all poles, wires and other facilities, including telephone and communications equipment installed on the above described premises at the Company's expense shall remain the property of the Company removable at the option of the Company. It is understood that Company may, from time to time, reconstruct, exchange or remodel said equipment located on the premises and that Grantors grant unto Company full right of ingress and egress from the public road to said facilities.

The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens, whatsoever, character or nature, except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Grantor

**SCHEDULE B-2  
PROPOSED FORM FOR ACQUIRING EASEMENTS & RIGHTS-OF-WAY (CONT.)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforesaid, within my jurisdiction, \_\_\_\_\_, who acknowledged that \_\_\_\_\_ signed and delivered the above and foregoing Right-of-Way Easement on the day and year as therein set forth.

Given under my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforesaid, within my jurisdiction, \_\_\_\_\_, who acknowledged that \_\_\_\_\_ signed and delivered the above and foregoing Right-of-Way Easement on the day and year as therein set forth.

Given under my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires:

SCHEDULE C-1  
EQUAL OPPORTUNITY AND NONDISCRIMINATION CERTIFICATION

---

---

U.S. Department of Agriculture  
Rural Utilities Service

---

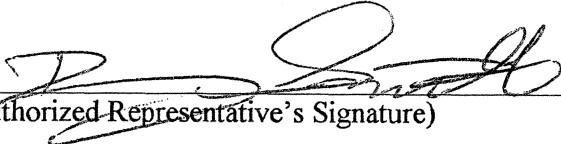
---

All loans made under the Rural Broadband Access Loan and Loan Guarantee Program are subject to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, as amended, (7 C.F.R. Part 15); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 901 *et seq.*; 7 C.F.R. Part 15b); and the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*; 45 C.F.R. Part 90), and Executive Order 11375, Amending Executive Order 11246, Relating to Equal Employment Opportunity (3 C.F.R. 1966, 1970).

All recipients of financial assistance from RUS, the prospective primary participant commits to carry out RUS' established policy to comply with the requirements of the above laws and executive orders to the effect that no person in the United States shall, "on the basis of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Rural Broadband Access Loan and Loan Guarantee Program.

We JAGUAR COMMUNICATIONS, INC. (the Applicant) hereby certify that, as a prospective recipient under the said Rural Broadband Access Loan and Loan Guarantee Program, we will comply with the above referenced laws and executive orders.

8 SEPT 05  
(Date)

  
(Authorized Representative's Signature)

DONNY SMITH  
Name:

CHIEF EXECUTIVE OFFICER  
Title:

SCHEDULE C-2  
CERTIFICATION REGARDING ARCHITECTURAL BARRIERS

---

---

U.S. Department of Agriculture  
Rural Utilities Service

---

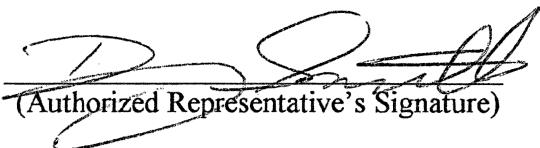
---

All facilities financed with RUS loans that are open to the public, or in which physically handicapped persons may be employed or reside, must be designed, constructed, and/or altered to be readily accessible to, and usable by, handicapped persons. Standards for these facilities must comply with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 *et seq.*) and with the Uniform Federal Accessibility Standards (UFAS), (Appendix A to 41 C.F.R. subpart 101-19.6).

As a prospective primary participant recipient of financial assistance from RUS, this organization commits to carry out RUS' established policy to comply with the requirements of the above referenced law to the effect that all facilities must be readily accessible to and usable by handicapped persons.

We, JAGUAR COMMUNICATIONS, INC. (the Applicant) hereby certify that, as a prospective recipient under the Rural Broadband Access Loan and Loan Guarantee Program, we are in compliance, or will be in compliance upon completion of the project, with the above referenced law.

8 SEPT 05  
(Date)

  
(Authorized Representative's Signature)

DONNY SMITH  
Name:

CHIEF EXECUTIVE OFFICER  
Title:

SCHEDULE C-3  
CERTIFICATE REGARDING FLOOD HAZARD AREA PRECAUTIONS

---

---

U.S. Department of Agriculture  
Rural Utilities Service

---

---

Please check the appropriate line below:

- (a)  The project is not located in a 100 year flood plain; therefore, no Flood Insurance is required.
- (b)  The project is located in a 100 year flood plain and the required insurance is or will be provided by:


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We, JAGUAR COMMUNICATIONS, INC. (the Applicant) hereby certify that, as a prospective recipient under the Rural Broadband Access Loan and Loan Guarantee Program, we are in compliance, or will be in compliance during construction and/or installation of equipment and upon completion of the project, with the above referenced law.

8 SEPT 05  
(Date)

  
(Authorized Representative's Signature)

DONNY SMITH  
Name:

CHIEF EXECUTIVE OFFICER  
Title:

SCHEDULE C-4  
UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION  
POLICIES ACT OF 1970 CERTIFICATION

---

U.S. Department of Agriculture  
Rural Utilities Service

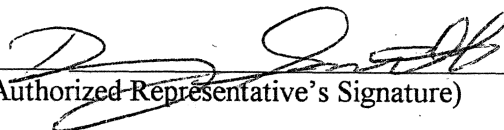
---

We, JAGUAR COMMUNICATIONS, INC. (the Applicant) assure the U.S. government that we will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601 *et seq.*, and with implementing federal regulations in 49 C.F.R. Part 24 and 7 C.F.R. Part 21.

Specifically, we assures that whenever Federal financial assistance is used to pay for any part of the cost of a program or project which will result in the displacement of any person:

- (a) Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons in accordance with sections 202, 203, and 204 of the Uniform Act;
- (b) Relocation assistance programs offering the services described in section 205 of the Uniform Act shall be provided to displaced persons; and
- (c) Within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with section 205(c) (3) of the Uniform Act.

8 SEP 05  
(Date)

  
(Authorized Representative's Signature)

DONNY SMITH

Name:

CHIEF EXECUTIVE OFFICER

Title:



**SCHEDULE C-5**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

---

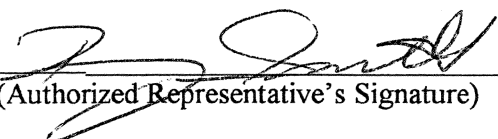
**U.S. Department of Agriculture**  
**Rural Utilities Service**

---

This certification is required by the regulations implementing Executive Order 12549, *Debarment and Suspension*, 7 C.F.R. § 3017.510, *Participants' Responsibilities*.

- (1) We, JAGUAR COMMUNICATIONS, INC. (the Applicant) (hereinafter the "Company") hereby certify to the best of our knowledge and belief that neither the Company, nor any of its principals:
- (a) are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have within a 3-year period preceding this Application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.

8 SEP 05  
(Date)

  
(Authorized Representative's Signature)

DONNY SMITH  
Name:

CHIEF EXECUTIVE OFFICER  
Title:

SCHEDULE C-6  
CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS,  
LOANS, AND COOPERATIVE AGREEMENTS

---

---

U.S. Department of Agriculture  
Rural Utilities Service

---

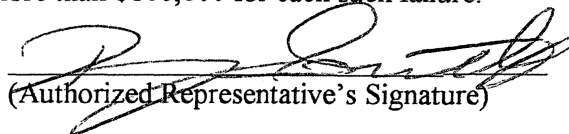
---

We, JAGUAR COMMUNICATIONS, INC. (the Applicant) the undersigned certify, to the best of our knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on our behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, we shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.  
See <http://www.whitehouse.gov/omb/grants/sflllin.pdf> for Disclosure Instructions.
- (3) We shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8 SEP 05  
(Date)

  
(Authorized Representative's Signature)

DONNY SMITH

Name:

CHIEF EXECUTIVE OFFICER

Title:

**SCHEDULE C-7**  
**ENVIRONMENTAL IMPACT CERTIFICATION**


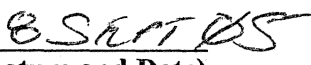
Environmental Project Summary:

Working in compliance with CFR 7 Part 1794a-600 the following statements about this project can be made:

1. The scope of the included project includes no construction in new undeveloped areas.
2. Where construction is to take place, it will be in previously constructed areas such as Federal, State, Municipal and Owner rights-of-way. All of the construction areas will consist of no more than buried conduit, buried fiber, overhead fiber attached to pre-existing poles or buildings, handholds, and pedestals that are/will be in complete compliance with any Local, State or Federal codes or regulations.
3. No environmentally sensitive areas are to be included in any proposed construction.
4. No wetlands will be disturbed.
5. Any disturbed areas will be recreated to its previously undisturbed state.
6. Prior to construction of any proposed facilities, any further required studies from any Local, State or Federal jurisdictional unit will be completed prior to the beginning of construction with any and all findings presented to such jurisdictional bodies as per those requirements.

**CERTIFICATION**

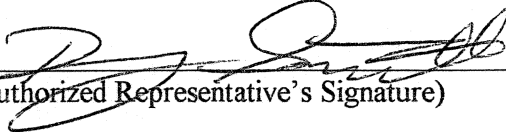
I hereby certify that the construction proposed in this application will not adversely impact the environment or historic preservation.

   
\_\_\_\_\_  
(Signature and Date)  
Chief Executive Officer  
\_\_\_\_\_  
(Print or Type Title)

**SCHEDULE C-8  
SYSTEM DESIGN CERTIFICATION**

We the undersigned, certify that the data in Schedules O, P and Q in this application that describe the Systems Design, is correct to the best of our knowledge, and believe it reasonably reflects the cost to serve the proposed subscribers with broadband service.

8 SEP 05  
(Date)

  
(Authorized Representative's Signature)

**DONNY SMITH**  
Name:

**CHIEF EXECUTIVE OFFICER**  
Title:


8/29/05  
(Date)

  
(Signature of System Design Firm's Principal)

**ROB SANDHAUS**  
Name:

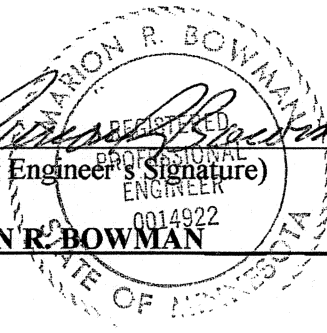
**PRESIDENT**  
Title:

8/29/05  
(Date)

  
(Certifying Engineer's Signature)

**MARION R. BOWMAN**  
Name:

**P.E.**  
Title:





# FAIL ENGINEERING

JOSEPH D. FAIL ENGINEERING CO., INC.

November 29, 2005

Mr. Anthony Tindall  
RUS Field Representative  
4824 East 53rd Street #512  
Minneapolis, Minnesota 55417

Re: Jaguar Communications, Inc.  
MN 1102-B  
Updated Schedule D-1 & D-2

Tony,

I have included one (1) "Original" and three (3) copies, of the above referenced, attachments for your review and comments.

If the information contained meets your approval, please forward the "Original and two (2) copies to Washington.

Yours Truly,

William A. Johnson  
Senior Consultant

Attachments (4 sets)

CC: Donny Smith, Rob Sandhaus, Randall Bowman, and Scott Mackinaw

P.O. BOX 925  
27 SOUTH SECOND STREET  
BAY SPRINGS, MS 39422

T: 601.764.2195  
F: 601.764.4900  
-MAIL: engineering@jdfec.com

**SCHEDULE D-1  
EXISTING AND PROPOSED COMMUNITIES (Revised 11/9/2005)**

	Community (E) or (P)	County	State	Community Population	HH Town Area	HH Rural Area	Bus
<b>1</b>	<b>Albert Lea Wire Center</b>						
	Albert Lea city (E)	Freeborn	MN	18,356	8,133	0	1,645
	Hayward city (E & P)	Freeborn	MN	249	116	0	27
	Albert Lea Twp (Part) (E)	Freeborn	MN	808	0	336	0
	Bancroft Twp (Part) (E & P)	Freeborn	MN	1,065	0	404	0
	Freeman Twp (Part) (E)	Freeborn	MN	528	0	212	0
	Hayward Twp (Part) (E & P)	Freeborn	MN	438	0	166	0
	Manchester Twp (Part) (E)	Freeborn	MN	469	0	174	0
	Nunda Twp (Part) (E)	Freeborn	MN	318	0	138	0
	Pickerel Lake Twp (Part) (E)	Freeborn	MN	746	0	273	0
<b>2</b>	<b>Austin Wire Center</b>						
	London Twp (Part) (E)	Freeborn	MN	334	0	149	0
	Moscow Twp (Part) (E)	Freeborn	MN	453	0	395	0
	Newry Twp (Part) (E)	Freeborn	MN	75	0	23	0
	Oakland Twp (Part) (E)	Freeborn	MN	430	0	237	0
	Austin city (E)	Mower	MN	23,314	10,261	0	1,781
	Austin Twp (E)	Mower	MN	1,396	0	527	0
	Rose Creek city (E)	Mower	MN	354	153	0	49
	Windom Twp (E)	Mower	MN	640	0	237	0
	Lansing Twp (Part) (E)	Mower	MN	1,292	0	514	0
	Lyle Twp (Part) (E & P)	Mower	MN	128	0	50	0
	Nevada Twp (Part) (E)	Mower	MN	69	0	27	0
	Red Rock Twp (Part) (E)	Mower	MN	318	0	127	0
	Udolpho Twp (Part) (E & P)	Mower	MN	140	0	53	0
<b>3</b>	<b>Blooming Prairie Wire Center</b>						
	Ripley Twp (Part) (E & P)	Dodge	MN	36	0	17	0
	Westfield Twp (Part) (E)	Dodge	MN	316	0	118	0
	Geneva Twp (Part) (E & P)	Freeborn	MN	105	0	40	0
	Newry Twp (Part) (E)	Freeborn	MN	347	0	131	0
<b>TOTALS FOR THIS PAGE ARE CONTAINED IN THE TOTALS ON PAGE 5</b>							

(E) = Existing

(P) = Proposed

HH = Households

TWP. = TOWNSHIP

Schedule D-1 (Cont.)  
EXISTING AND PROPOSED COMMUNITIES (Revised 11/9/2005)

	Community (E) or (P)	County	State	Community Population	HH Town Area	HH Rural Area	Bus
	Udolpho Twp (Part) (E & P)	Mower	MN	217	0	82	0
	Aurora Twp (Part) (E)	Steele	MN	156	0	57	0
	Blooming Prairie Twp (Part) (E)	Steele	MN	513	0	181	0
	Blooming Prairie city (E)	Steele	MN	1,933	774	0	253
	Summit Twp (Part) (E)	Steele	MN	129	0	45	0
4	<b>Faribault Wire Center</b>						
	Cannon City Twp (E & P)	Rice	MN	1,212	0	429	0
	Faribault city (E)	Rice	MN	20,818	7,668	0	1,498
	Nerstrand city (E)	Rice	MN	233	82	0	37
	Shieldsville Twp (Part) (E)	Rice	MN	736	0	194	0
	Wells Twp (E)	Rice	MN	1,743	0	949	0
	Bridgewater Twp (Part) (E & P)	Rice	MN	180	0	61	0
	Erin Twp (Part) (E)	Rice	MN	62	0	24	0
	Forest Twp (Part) (E)	Rice	MN	347	0	149	0
	Richland Twp (Part) (E)	Rice	MN	131	0	46	0
	Walcott Twp (Part) (E & P)	Rice	MN	950	0	331	0
	Warsaw Twp (Part) (E)	Rice	MN	1,155	0	456	0
	Wheeling Twp (Part) (E)	Rice	MN	195	0	64	0
	Deerfield Twp (Part) (E & P)	Steele	MN	57	0	64	0
	Medford Twp (Part) (E & P)	Steele	MN	29	0	11	0
5	<b>Northfield Wire Center</b>						
	Dennison city (E)	Goodhue	MN	168	64	0	34
	Randolph city (E)	Goodhue	MN	318	121	0	46
	Dundas city (E)	Rice	MN	547	229	0	97
	Northfield city (E & P)	Rice	MN	17,147	5,119	0	1,151
	Northfield Twp (E)	Rice	MN	780	0	264	0
	Bridgewater Twp (Part) (E)	Rice	MN	1,718	0	582	0
	Forest Twp (Part) (E)	Rice	MN	370	0	159	0
	Wheeling Twp (Part) (E)	Rice	MN	122	0	40	0
<b>TOTALS FOR THIS PAGE ARE CONTAINED IN THE TOTALS ON PAGE 5</b>							

(E) = Existing

(P) = Proposed

HH = Households

TWP. = TOWNSHIP

SCHEDULE D-1 (CONT.)  
EXISTING AND PROPOSED COMMUNITIES (Revised 11/9/2005)

	Community (E) or (P)	County	State	Community Population	HH Town Area	HH Rural Area	Bus
6	<b>Owatonna Wire Center</b>						
	Richland Twp (Part) (E)	Rice	MN	11	0	4	0
	Walcott Twp (Part) (E & P)	Rice	MN	40	0	14	0
	Clinton Falls Twp (E)	Steele	MN	452	0	164	0
	Medford city (E & P)	Steele	MN	984	388	0	146
	Owatonna city (E)	Steele	MN	22,434	8,940	0	1,714
	Owatonna Twp (E)	Steele	MN	771	0	302	0
	Aurora Twp (Part) (E)	Steele	MN	347	0	127	0
	Berlin Twp (Part) (E & P)	Steele	MN	27	0	14	0
	Blooming Prairie Twp (Part) (E)	Steele	MN	6	0	2	0
	Deerfield Twp (Part) (E & P)	Steele	MN	422	0	142	0
	Havana Twp (Part) (E)	Steele	MN	456	0	172	0
	Lemond Twp (Part) (E)	Steele	MN	311	0	117	0
	Medford Twp (Part) (E & P)	Steele	MN	652	0	250	0
	Meriden Twp (Part) (E)	Steele	MN	492	0	180	0
	Merton Twp (Part) (E)	Steele	MN	249	0	104	0
	Somerset Twp (Part) (E & P)	Steele	MN	847	0	313	0
	Summit Twp (Part) (E)	Steele	MN	72	0	25	0
7	<b>Rochester Wire Center</b>						
	Cascade Twp (E)	Olmsted	MN	3,183	0	1,103	0
	Farmington Twp (Part) (E)	Olmsted	MN	516	0	197	0
	Haverhill Twp (Part) (E)	Olmsted	MN	1,601	0	543	0
	High Forest Twp (Part) (E & P)	Olmsted	MN	302	0	107	0
	Kalmar Twp (Part) (E & P)	Olmsted	MN	1,196	0	431	0
	Marion Twp (E)	Olmsted	MN	6,159	0	2,244	0
	Oronoco Twp (Part) (E)	Olmsted	MN	2,239	0	872	0
	Pleasant Grove Twp (Part) (E)	Olmsted	MN	306	0	123	0
	Rochester Twp (Part) (E & P)	Olmsted	MN	2,916	0	1,024	0
	Rochester city (E)	Olmsted	MN	85,806	35,346	0	8,306
	Salem Twp (Part) (E)	Olmsted	MN	1,061	0	409	0
<b>TOTALS FOR THIS PAGE ARE CONTAINED IN THE TOTALS ON PAGE 5</b>							

(E) = Existing

(P) = Proposed

HH = Households

TWP. = TOWNSHIP



SCHEDULE D-1 (CONT.)  
EXISTING AND PROPOSED COMMUNITIES (Revised 11/9/2005)

	Community (E) or (P)	County	State	Community Population	HH Town Area	HH Rural Area	Bus
<b>8</b>	<b>Stewartville Wire Center</b>						
	Pleasant Valley Twp (Part) (E)	Mower	MN	50	0	17	0
	Racine Twp (Part) (E)	Mower	MN	112	0	44	0
	High Forest Twp (Part) (E & P)	Olmsted	MN	783	0	277	0
	Pleasant Grove Twp (Part) (E)	Olmsted	MN	481	0	193	0
	Rock Dell Twp (Part) (E & P)	Olmsted	MN	243	0	88	0
	Stewartville city (E & P)	Olmsted	MN	5,411	2,074	0	293
<b>9</b>	<b>Waseca Wire Center</b>						
	Deerfield Twp (Part) (E & P)	Steele	MN	155	0	52	0
	Lemond Twp (Part) (E)	Steele	MN	29	0	11	0
	Meriden Twp (Part) (E)	Steele	MN	139	0	51	0
	Blooming Grove Twp (Part) (E)	Waseca	MN	523	0	187	0
	Iosco Twp (Part) (E)	Waseca	MN	598	0	249	0
	Otisco Twp (Part) (E & P)	Waseca	MN	298	0	109	0
	St. Mary Twp (Part) (E)	Waseca	MN	504	0	163	0
	Waseca city (E)	Waseca	MN	8,493	3,563	0	763
	Wilton Twp (Part) (E)	Waseca	MN	310	0	113	0
	Woodville Twp (E & P)	Waseca	MN	2,273	0	478	0
<b>10</b>	<b>Communities not included in a wire center with a Jaguar co-location</b>						
	Claremont Twp. (P)	Dodge	MN	468	0	161	0
	Claremont city (P)	Dodge	MN	620	249	0	63
	Ashland Twp. (P)	Dodge	MN	367	0	130	0
	Aurora Twp (Part) (E)	Steele	MN	128	0	45	0
	Berlin Twp (Part) (E & P)	Steele	MN	481	0	254	0
	Merton Twp (Part) (E)	Steele	MN	131	0	55	0
	Summit Twp (Part) (E)	Steele	MN	315	0	110	0
	Ripley Twp (Part) (E & P)	Dodge	MN	176	0	84	0
	Westfield Twp (Part) (E)	Dodge	MN	105	0	39	0
<b>TOTALS FOR THIS PAGE ARE CONTAINED IN THE TOTALS ON PAGE 5</b>							

(E) = Existing

(P) = Proposed

HH = Households

TWP. = TOWNSHIP

**SCHEDULE D-1 (CONT.)**  
**EXISTING AND PROPOSED COMMUNITIES (Revised 11/9/2005)**

Community (E) or (P)	County	State	Community Population	HH Town Area	HH Rural Area	Bus
Geneva Twp (Part) (E & P)	Freeborn	MN	334	0	128	0
Udolpho Twp (Part) (E & P)	Mower	MN	74	0	38	0
Red Rock Twp (Part) (E)	Mower	MN	398	0	159	0
Brownsdale city (E)	Mower	MN	718	312	0	35
Nevada Twp (Part) (E)	Mower	MN	284	0	112	0
Canisteo Twp. (P)	Dodge	MN	662	0	229	0
Byron city (P)	Olmsted	MN	3,500	1,206	0	258
Ellendale city (P)	Steele	MN	590	260	0	39
Bath Twp. (P)	Freeborn	MN	479	0	186	0
Clarks Grove city (P)	Freeborn	MN	734	296	0	22
Geneva city (P)	Freeborn	MN	449	186	0	25
Waltham Twp. (P)	Mower	MN	416	0	150	0
Waltham city (P)	Mower	MN	196	72	0	3
Hayfield Twp. (P)	Dodge	MN	445	0	140	0
Hayfield city (P)	Dodge	MN	1,325	519	0	54
Vernon Twp. (P)	Dodge	MN	567	0	217	0
Wasioja Twp. (P)	Dodge	MN	963	0	338	0
Dodge Center city (P)	Dodge	MN	2,226	859	0	109
Concord Twp. (P)	Dodge	MN	587	0	214	0
West Concord city (P)	Dodge	MN	836	344	0	40
Kenyon city (P)	Goodhue	MN	1,661	719	0	80
Kenyon Twp. (P)	Goodhue	MN	437	0	162	0
Sargeant city (P)	Mower	MN	76	33	0	10
Sargeant Twp. (P)	Mower	MN	316	0	101	0
Lyle city (P)	Mower	MN	566	225	0	24
Shell Rock Twp. (P)	Freeborn	MN	430	0	201	0
Glenville city (P)	Freeborn	MN	720	312	0	34
Lyle Twp (Part) (E & P)	Mower	MN	274	0	107	0
<b>TOTALS</b>			<b>282,004</b>	<b>88,623</b>	<b>22,911</b>	<b>18,636</b>

(E) = Existing

(P) = Proposed

HH = Households

TWP. = TOWNSHIP

**SCHEDULE D-2  
EXISTING SERVICE PROVIDERS (REVISED 11/9/2005)**

	Community	Name Of Service Provider	Services Provided	Rates
<b>1</b>	<b>Albert Lea Wire Center</b>			
	Albert Lea city (E)			
	Albert Lea city (E)			
	Albert Lea city (E)			
	Hayward city (E & P)			
	Albert Lea Twp (Part) (E)			
	Bancroft Twp (Part) (E & P)			
	Freeman Twp (Part) (E)			
	Hayward Twp (Part) (E & P)			
	Manchester Twp (Part) (E)			
	Nunda Twp (Part) (E)			
	Pickerel Lake Twp (Part) (E)			
<b>2</b>	<b>Austin Wire Center</b>			
	London Twp (Part) (E)			
	Moscow Twp (Part) (E)			
	Newry Twp (Part) (E)			
	Oakland Twp (Part) (E)			
	Austin city (E)			
	Austin city (E)			
	Austin city (E)			
	Austin Twp (E)			
	Rose Creek city (E)			
	Windom Twp (E)			
	Lansing Twp (Part) (E)			
	Lyle Twp (Part) (E & P)			
	Nevada Twp (Part) (E)			
	Red Rock Twp (Part) (E)			
	Udolpho Twp (Part) (E & P)			
<b>3</b>	<b>Blooming Prairie Wire Center</b>			
	Ripley Twp (Part) (E & P)			

b4

**SCHEDULE D-2 (CONT.)  
EXISTING SERVICE PROVIDERS (REVISED 11/9/2005)**

	<b>Community</b>	<b>Name Of Service Provider</b>	<b>Services Provided</b>	<b>Rates</b>
	Westfield Twp (Part) (E)			
	Geneva Twp (Part) (E & P)			
	Newry Twp (Part) (E)			
	Udolpho Twp (Part) (E & P)			
	Aurora Twp (Part) (E)			
	Blooming Prairie Twp (Part) (E)			
	Blooming Prairie city (E)			
	Blooming Prairie city (E)			
	Summit Twp (Part) (E)			
<b>4</b>	<b>Faribault Wire Center</b>			
	Cannon City Twp (E & P)			
	Faribault city (E)			
	Faribault city (E)			
	Faribault city (E)			
	Nerstrand city (E)			
	Shieldsville Twp (Part) (E)			
	Wells Twp (E)			
	Bridgewater Twp (Part) (E & P)			
	Erin Twp (Part) (E)			
	Forest Twp (Part) (E)			
	Richland Twp (Part) (E)			
	Walcott Twp (Part) (E & P)			
	Warsaw Twp (Part) (E)			
	Wheeling Twp (Part) (E)			
	Deerfield Twp (Part) (E & P)			
	Medford Twp (Part) (E & P)			
<b>5</b>	<b>Northfield Wire Center</b>			
	Dennison city (E)			
	Randolph city (E)			
	Dundas city (E)			

**SCHEDULE D-2  
EXISTING SERVICE PROVIDERS (REVISED 11/9/2005)**

	Community	Name Of Service Provider	Services Provided	Rates
	Northfield city (E & P)			
	Northfield city (E & P)			
	Northfield city (E & P)			
	Northfield Twp (E)			
	Bridgewater Twp (Part) (E)			
	Forest Twp (Part) (E)			
	Wheeling Twp (Part) (E)			
6	Owatonna Wire Center			
	Richland Twp (Part) (E)			
	Walcott Twp (Part) (E & P)			
	Clinton Falls Twp (E)			
	Medford city (E & P)			
	Medford city (E & P)			
	Owatonna city (E)			
	Owatonna city (E)			
	Owatonna city (E)			
	Owatonna Twp (E)			
	Aurora Twp (Part) (E)			
	Berlin Twp (Part) (E & P)			
	Blooming Prairie Twp (Part) (E)			
	Deerfield Twp (Part) (E & P)			
	Havana Twp (Part) (E)			
	Lemond Twp (Part) (E)			
	Medford Twp (Part) (E & P)			
	Meriden Twp (Part) (E)			
	Merton Twp (Part) (E)			
	Somerset Twp (Part) (E & P)			
	Summit Twp (Part) (E)			
7	Rochester Wire Center			
	Cascade Twp (E)			

b4

**SCHEDULE D-2 (CONT.)  
EXISTING SERVICE PROVIDERS (REVISED 11/9/2005)**

	Community	Name Of Service Provider	Services Provided	Rates
	Farmington Twp (Part) (E)			
	Haverhill Twp (Part)			
	High Forest Twp (Part) (E & P)			
	Kalmar Twp (Part) (E & P)			
	Marion Twp (E)			
	Oronoco Twp (Part) (E)			
	Pleasant Grove Twp (Part) (E)			
	Rochester Twp (Part) (E & P)			
	Rochester city (E)			
	Rochester city (E)			
	Rochester city (E)			
	Salem Twp (Part) (E)			
<b>8</b>	<b>Stewartville Wire Center</b>			
	Pleasant Valley Twp (Part) (E)			
	Racine Twp (Part) (E)			
	High Forest Twp (Part) (E & P)			
	Pleasant Grove Twp (Part) (E)			
	Rock Dell Twp (Part) (E & P)			
	Stewartville city (E & P)			
	Stewartville city (E & P)			
<b>9</b>	<b>Waseca Wire Center</b>			
	Deerfield Twp (Part) (E & P)			
	Lemond Twp (Part) (E)			
	Meriden Twp (Part) (E)			
	Blooming Grove Twp (Part) (E)			
	Iosco Twp (Part) (E)			
	Otisco Twp (Part) (E & P)			
	St. Mary Twp (Part) (E)			
	Waseca city (E)			
	Waseca city (E)			

b4

b4

**SCHEDULE D-2 (CONT.)  
EXISTING SERVICE PROVIDERS (REVISED 11/9/2005)**

	<b>Community</b>	<b>Name Of Service Provider</b>	<b>Services Provided</b>	<b>Rates</b>
	Waseca city (E)			
	Wilton Twp (Part) (E)			
	Woodville Twp (E & P)			
<b>10</b>	<b>Communities</b>			
	Claremont Twp. (P)			
	Claremont city (P)			
	Ashland Twp. (P)			
	Canisteo Twp. (P)			
	Byron city (P)			
	Byron city (P)			
	Ellendale city (P)			
	Bath Twp. (P)			
	Aurora Twp (Part) (E)			
	Berlin Twp (Part) (E & P)			
	Merton Twp (Part) (E)			
	Summit Twp (Part) (E)			
	Ripley Twp (Part) (E & P)			
	Westfield Twp (Part) (E)			
	Geneva Twp (Part) (E & P)			
	Udolpho Twp (Part) (E & P)			
	Red Rock Twp (Part) (E)			
	Brownsdale city (E)			
	Nevada Twp (Part) (E)			
	Clarks Grove city (P)			
	Geneva city (P)			
	Waltham Twp. (P)			
	Waltham city (P)			
	Hayfield Twp. (P)			
	Hayfield city (P)			
	Vernon Twp. (P)			

**SCHEDULE D-2 (CONT.)  
EXISTING SERVICE PROVIDERS (REVISED 11/9/2005)**

	Community	Name Of Service Provider	Services Provided	Rates
	Dodge Center city (P)			
	Concord Twp. (P)			
	West Concord city (P)			
	Kenyon city (P)			
	Kenyon Twp. (P)			
	Sargeant city (P)			
	Sargeant Twp. (P)			
	Lyle city (P)			
	Shell Rock Twp. (P)			
	Glenville city (P)			
	Glenville city (P)			
	Lyle Twp (Part) (E & P)			

b4





# FAIL ENGINEERING

JOSEPH D. FAIL ENGINEERING CO., INC.

November 28, 2005

Mr. Anthony Tindall  
RUS Field Representative  
4824 East 53rd Street #512  
Minneapolis, Minnesota 55417

Re: Jaguar Communications, Inc.  
MN 1102-B  
Updated Subscriber Data

Tony,

The attached documents should, I think, be the additional information requested pertaining to the breakdown of Subscriber Data by technology within the wire centers that Jaguar has a point-of-presence and within the communities not in these wire centers but contained in the pending RUS Loan Proposal referenced above.

The "Detailed Subscriber Data by Technology" sheets show the number of Households (HH) in both the town & rural areas and the Businesses located within the towns (All business's are located within the towns). These data sheets also list the number of HH's and businesses passed by each technology.

b4

The following Schedules were update using the same method stated above and are also attached to this letter:

- Schedule N-2A: Subscriber Projection Table for Data Services (Original)
- Schedule N-2B: Subscriber Projection Table for Voice Services (Revised)
- Schedule N-2C: Subscriber Projection Table for Data & Voice Services (Revised)
- Schedule N-2D: Subscriber Projection Table for Data, Voice & Video Services (Revised)

I have included one (1) "Original" and three (3) copies, of the above referenced, attachments for your review and comments.

If the information contained meets your approval, please forward one copy to Washington.

Yours Truly,

William A. Johnson  
Senior Consultant

Attachments (4 sets)

CC: Donny Smith, Rob Sandhaus, Randall Bowman, and Scott Mackinaw

P.O. BOX 925  
27 SOUTH SECOND STREET  
BAY SPRINGS, MS 39422

T: 601.764.2195

F: 601.764.4900

-MAIL:engineering@jdfec.com

# Detailed Subscriber Data

11/17/2005

	Community (E) or (P)	HH Town Area	HH Rural Area	Bus	Number of Establishments Passed (Radio = Wireless; CU = Copper)				
					Data Only (Radio)	Voice Only (CU)	Data & Voice (CU)	Data, Voice & Video (Fiber)	Data, Voice & Video (CU)
<b>1</b>	<b>Albert Lea Wire Center</b>								
	Albert Lea city (E)	8,133	0	1,645					
	Hayward city (E & P)	116	0	27					
	Albert Lea Twp (Part) (E)	0	336	0					
	Bancroft Twp (Part) (E & P)	0	404	0					
	Freeman Twp (Part) (E)	0	212	0					
	Hayward Twp (Part) (E & P)	0	166	0					
	Manchester Twp (Part) (E)	0	174	0					
	Nunda Twp (Part) (E)	0	138	0					
	Pickerel Lake Twp (Part) (E)	0	273	0					
<b>2</b>	<b>Austin Wire Center</b>								
	London Twp (Part) (E)	0	149	0					
	Moscow Twp (Part) (E)	0	395	0					
	Newry Twp (Part) (E)	0	23	0					
	Oakland Twp (Part) (E)	0	237	0					
	city (E)	10,261	0	1,781					
	Austin Twp (E)	0	527	0					
	Rose Creek city (E)	153	0	49					
	Windom Twp (E)	0	237	0					
	Lansing Twp (Part) (E)	0	514	0					
	Lyle Twp (Part) (E & P)	0	50	0					
	Nevada Twp (Part) (E)	0	27	0					
	Red Rock Twp (Part) (E)	0	127	0					
	Udolpho Twp (Part) (E & P)	0	53	0					
<b>3</b>	<b>Blooming Prairie Wire Center</b>								
	Ripley Twp (Part) (E & P)	0	17	0					
	Westfield Twp (Part) (E)	0	118	0					
	Geneva Twp (Part) (E & P)	0	40	0					
	Newry Twp (Part) (E)	0	131	0					
	Udolpho Twp (Part) (E & P)	0	82	0					
	Aurora Twp (Part) (E)	0	57	0					
	Blooming Prairie Twp (Part) (E)	0	181	0					
	Blooming Prairie city (E)	774	0	253					
	Summit Twp (Part) (E)	0	45	0					
<b>4</b>	<b>Faribault Wire Center</b>								
	Cannon City Twp (E & P)	0	429	0					
	Faribault city (E)	7,668	0	1,498					
	Nerstrand city (E)	82	0	37					

b4

b4

b4

b4

Applicant: Jaquar Communication, Inc.

Submittal Date: August 29, 2005

# Detailed Subscriber Data

11/17/2005

	Community (E) or (P)	HH Town Area	HH Rural Area	Bus	Number of Establishments Passed (Radio = Wireless; CU = Copper)				
					Data Only (Radio)	Voice Only (CU)	Data & Voice (CU)	Data, Voice & Video (Fiber)	Data, Voice & Video (CU)
	Shieldsville Twp (Part) (E)	0	372	0	0				
	Wells Twp (E)	0	949	0					
	Bridgewater Twp (Part) (E & P)	0	61	0					
	Erin Twp (Part) (E)	0	24	0					
	Forest Twp (Part) (E)	0	149	0					
	Richland Twp (Part) (E)	0	46	0					
	Walcott Twp (Part) (E & P)	0	331	0					
	Warsaw Twp (Part) (E)	0	456	0					
	Wheeling Twp (Part) (E)	0	64	0					
	Deerfield Twp (Part) (E & P)	0	19	0					
	Medford Twp (Part) (E & P)	0	11	0					
5	Northfield Wire Center								
	Dennison city (E)								
	Randolph city (E)	121	0	46					
	Dundas city (E)	229	0	97					
	Northfield city (E & P)	5,119	0	1,151					
	Northfield Twp (E)	0	264	0					
	Bridgewater Twp (Part) (E & P)	0	582	0					
	Forest Twp (Part) (E)	0	159	0					
	Wheeling Twp (Part) (E)	0	40	0					
6	Owatonna Wire Center								
	Richland Twp (Part) (E)								
	Walcott Twp (Part) (E & P)	0	12	0					
	Clinton Falls Twp (E)	0	164	0					
	Medford city (E & P)	388	0	146					
	Owatonna city (E)	8,940	0	1,714					
	Owatonna Twp (E)	0	302	0					
	Aurora Twp (Part) (E)	0	127	0					
	Berlin Twp (Part) (E & P)	0	14	0					
	Blooming Prairie Twp (Part) (E)	0	2	0					
	Deerfield Twp (Part) (E & P)	0	142	0					
	Havana Twp (Part) (E)	0	172	0					
	Lemond Twp (Part) (E)	0	117	0					
	Medford Twp (Part) (E & P)	0	250	0					
	Meriden Twp (Part) (E)	0	180	0					
	Merton Twp (Part) (E)	0	104	0					
	Somerset Twp (E & P)	0	313	0					
	Summit Twp (Part) (E)	0	25	0					

b4

**Detailed Subscriber Data**  
11/17/2005

	Community (E) or (P)	HH Town Area	HH Rural Area	Bus	Number of Establishments Passed (Radio = Wireless; CU = Copper)				
					Data Only (Radio)	Voice Only (CU)	Data & Voice (CU)	Data, Voice & Video (Fiber)	Data, Voice & Video (CU)
<b>7</b>	<b>Rochester Wire Center</b>								
	Cascade Twp (E)	0	1,103	0					
	Farmington Twp (Part) (E)	0	197	0					
	Haverhill Twp (Part)	0	543	0					
	High Forest Twp (Part) (E & P)	0	107	0					
	Kalmar Twp (Part) (E & P)	0	431	0					
	Marion Twp (E)	0	2,244	0					
	Oronoco Twp (Part) (E)	0	872	0					
	Pleasant Grove Twp (Part) (E)	0	123	0					
	Rochester Twp (Part) (E & P)	0	1,024	0					
	Rochester city (E)	35,346	0	8306					
	Salem Twp (Part) (E)	0	409	0					
<b>8</b>	<b>Stewartville Wire C</b>								
	Pleasant Valley Twp (Part) (E)	0	17	0					
	Racine Twp (Part) (E)	0	44	0					
	High Forest Twp (Part) (E & P)	0	277	0					
	Pleasant Grove Twp (Part) (E)	0	193	0					
	Rock Dell Twp (Part) (E & P)	0	88	0					
	Stewartville city (E & P)	2,074	0	293					
<b>9</b>	<b>Waseca Wire Cen</b>								
	Deerfield Twp (Part) (E & P)	0	52	0					
	Lemond Twp (Part) (E)	0	11	0					
	Meriden Twp (Part) (E)	0	51	0					
	Blooming Grove Twp (Part) (E)	0	187	0					
	Iosco Twp (Part) (E)	0	249	0					
	Otisco Twp (Part) (E & P)	0	109	0					
	St. Mary Twp (Part) (E)	0	163	0					
	Waseca city (E)	3,563	0	763					
	Wilton Twp (Part) (E)	0	113	0					
	Woodville Twp (E & P)	0	478	0					
<b>10</b>	<b>Communities not included in a wire center</b>								
	Claremont Twp. (P)	0	161	0					
	Claremont city (P)	249	0	63					
	Ashland Twp. (P)	0	130	0					
	Aurora Twp (Part) (E)	0	45	0					
	Berlin Twp (Part) (E & P)	0	254	0					
	Merton Twp (Part) (E)	0	55	0					
	Summit Twp (Part) (E)	0	110	0					

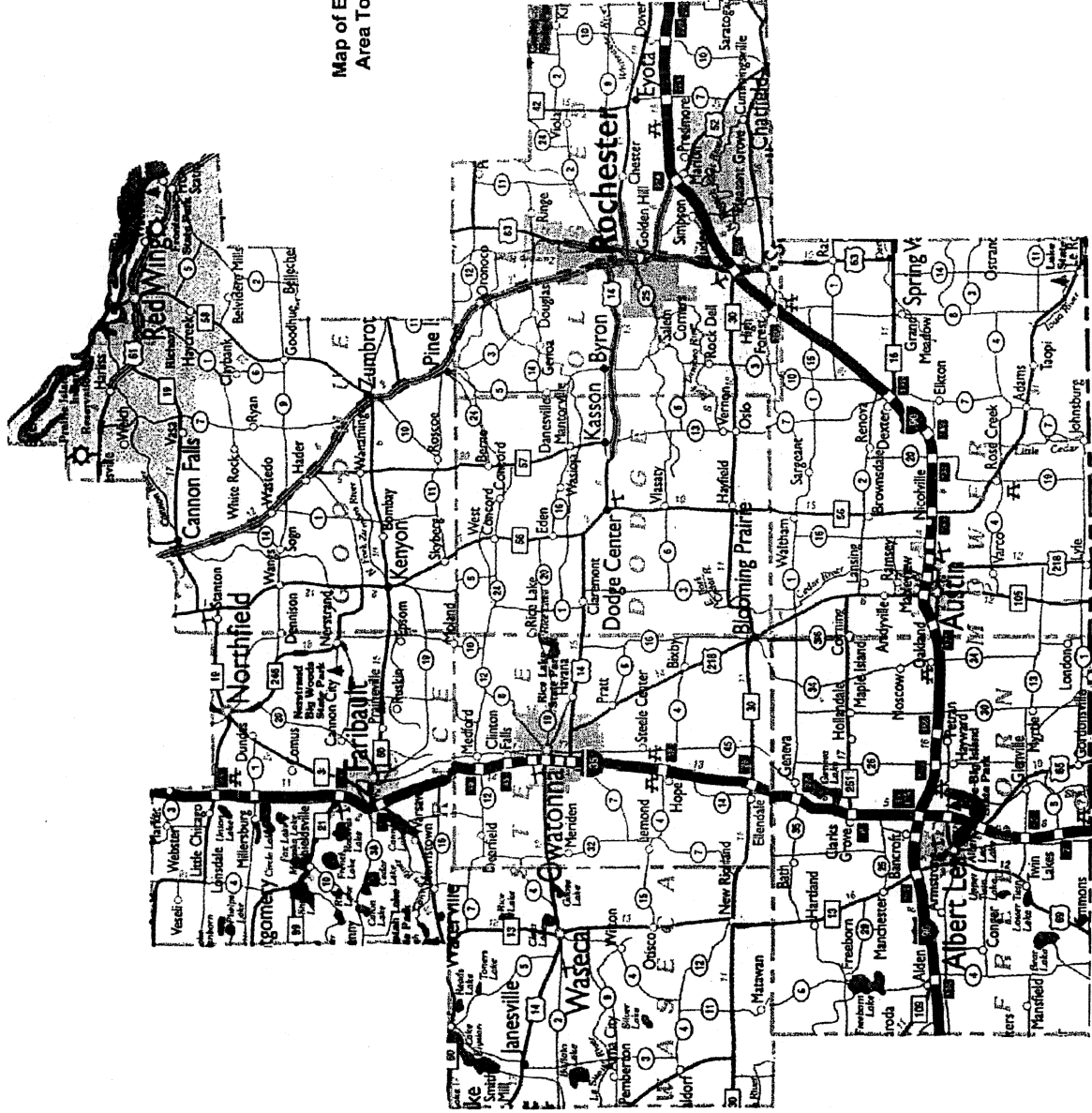
b4

**Detailed Subscriber Data**  
11/17/2005

Community (E) or (P)	HH Town Area	HH Rural Area	Bus	Number of Establishments Passed (Radio = Wireless; CU = Copper)				
				Data Only (Radio)	Voice Only (CU)	Data & Voice (CU)	Data, Voice & Video (Fiber)	Data, Voice & Video (CU)
Claremont Twp. (P)	0	161	0					
Claremont city (P)	249	0	63					
Ashland Twp. (P)	0	130	0					
Aurora Twp (Part) (E)	0	45	0					
Berlin Twp (Part) (E & P)	0	254	0					
Merton Twp (Part) (E)	0	55	0					
Summit Twp (Part) (E)	0	110	0					
Ripley Twp (Part) (E & P)	0	84	0					
Westfield Twp (Part) (E)	0	39	0					
Geneva Twp (Part) (E & P)	0	128	0					
Udolpho Twp (Part) (E & P)	0	38	0					
Red Rock Twp (Part) (E)	0	159	0					
Brownsdale city (E)	312	0	35					
Nevada Twp (Part) (E)	0	112	0					
Canisteo Twp. (P)	0	229	0					
Byron city (P)	1,206	0	258					
Ellendale city (P)	260	0	39					
Bath Twp. (P)	0	186	0					
Clarks Grove city (P)	296	0	22					
Geneva city (P)	186	0	25					
Waltham Twp. (P)	0	150	0					
Waltham city (P)	72	0	3					
Hayfield Twp. (P)	0	140	0					
Hayfield city (P)	519	0	54					
Vernon Twp. (P)	0	217	0					
Wasioja Twp. (P)	0	338	0					
Dodge Center city (P)	859	0	109					
Concord Twp. (P)	0	214	0					
West Concord city (P)	344	0	40					
Kenyon city (P)	719	0	80					
Kenyon Twp. (P)	0	162	0					
Sargeant city (P)	33	0	10					
Sargeant Twp. (P)	0	101	0					
Lyle city (P)	225	0	24					
Shell Rock Twp. (P)	0	201	0					
Glenville city (P)	312	0	34					
Lyle Twp (Part) (E & P)	0	107	0					
<b>TOTALS</b>	<b>88,623</b>	<b>22,911</b>	<b>18,636</b>	<b>3</b>				

104

**SCHEDULE D-3  
SERVICE AREA MAPS**



**Map of Eight County  
Area To Be Served**

**SCHEDULE E  
CERTIFICATION REGARDING THE AVAILABILITY OF  
BROADBAND SERVICE IN ELIGIBLE RURAL COMMUNITIES**

Please check the appropriate line below:

- (a)  Broadband service IS NOT available to residential customers within our proposed service area.
- (b)  Broadband service IS available to residential customers within our proposed service area.

We, JAGUAR COMMUNICATIONS, INC. (Applicant) hereby certify that the information above is correct, to the best of our knowledge and belief, and reasonably reflects the extent to which broadband service is available within our proposed service area.

8 SEP 05  
Date

  
(Authorized Representative's Signature)

DONNY SMITH  
Name:

CHIEF EXECUTIVE OFFICER  
Title:

**SCHEDULE E (CONT.)  
 CERTIFICATION REGARDING THE AVAILABILITY OF  
 BROADBAND SERVICE IN ELIGIBLE RURAL COMMUNITIES**

Broadband service is available to residential customers within the project's proposed service area within the following towns/cities.

Town	Carrier	Speed	Price
Blooming Prairie city	Citizens/Frontier		
Stewartville city	Qwest		
Northfield city	Desktop Media		
Northfield city	Desktop Media		
Medford city	Qwest		
Claremont city	Citizens/Frontier		
Bryon city	Citizens/Frontier		
Ellendale city	Citizens/Frontier		
Clarks Grove city	Citizens/Frontier		
Hayfield city	Citizens/Frontier		
Dodge Center city	Citizens/Frontier		
West Concord city	Citizens/Frontier		
Kenyon city	Citizens/Frontier		
Lyle city	Citizens/Frontier		
Glenville city	Qwest/Desktop Media		
Glenville city	Qwest/Desktop Media		

b4

Service is limited to no more than 18,000 feet. The balance of our proposed service area is currently not served by any broadband services.



**SCHEDULE F-1  
PROOF OF LEGAL NOTICE**

**Legal Notice**

**Jaguar Communications, Inc.**

**We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue:**

**Albert Lea, Albert Lea Twp, Owatonna Twp, Waseca, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie, Stewartville, Northfield (part), Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford, Walcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont, Ashland Twp, Canisteo Twp, Kalmar Twp, Byron, Rochester Twp, Deerfield Twp, Otisco Twp, New Richland Twp, New Richland, Berlin Twp, Ellendale, Bath Twp, Clarks Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Vernon Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somerset Twp, Wasioja Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sargeant, Sargeant Twp, Lyle, Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville.**

**Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of data transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above.**

**A Legal Notice Response Form can be obtained from RUS' website at [www.usda/gov/rus/telecom](http://www.usda/gov/rus/telecom).**

SCHEDULE F-1  
PROOF OF LEGAL NOTICE (CONT.)

**AFFIDAVIT  
OF PUBLICATION**  
State of Minnesota  
SS.  
COUNTY OF FREEBORN

Susan Nelson, being duly sworn on oath says that she is the publisher or authorized agent and employee of the publisher of the newspaper known as The Albert Lea Tribune, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper, as provided by Minnesota Statute 331A.02, 331A.07, and other applicable laws, as amended.

(B) The printed legal which is attached was cut from the columns of said newspaper, and was printed and published on:

June 30, 2005  
and printed below is a copy of the lowercase alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxy

BY: \_\_\_\_\_  
PUBLISHER/AUTHORIZED AGENT

Subscribed and sworn to before me this 14th day of July, 2005

BY: Nancy J. Goodwin  
Notary Public



Freeborn, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue: Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie, Blooming Prairie, Stewartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford, Walcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont, Ashland Twp, Canisteo Twp, Kalmar Twp, Byron, Rochester Twp, Deerfield Twp, Otisco Twp, Berlin Twp, Ellendale, Bath Twp, Clarks Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Vernon Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somerset Twp, Wasioja Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sargeant, Sargeant Twp, Lyle, Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville.

Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of data transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above.

**Legal Notice**

Jaguar Communications, Inc

We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele,

A Legal Notice Response Form can be obtained from RUS' website at [www.usda.gov/rus/telecom](http://www.usda.gov/rus/telecom)

J30

abcdefghijklmnopqrstuv  
wxyz

**SCHEDULE F-1**  
**PROOF OF LEGAL NOTICE (CONT.)**

**105** Legals

**Legal Notice**

Jaguar  
Communications, Inc

We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue:

Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie, Stewartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford, Walcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont, Ashland Twp, Canisteo Twp, Kalmar Twp, Byron, Rochester Twp, Deerfield Twp, Otisco Twp, Berlin Twp, Ellendale, Bath Twp, Clarks Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Vernon Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somerset Twp, Wasioja Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sargeant, Sargeant Twp, Lyle, Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville.

Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of data transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above.

A Legal Notice Response Form can be obtained from RUS' website at [www.usda.gov/rus/telecom](http://www.usda.gov/rus/telecom).

Publish: June 30, 2005  
abcdefghijklmnopqr-  
stuvwxyz



**SCHEDULE F-1**  
**PROOF OF LEGAL NOTICE (CONT.)**

Jaguar Communications  
Andrew Tanabe  
213 South Oak Avenue  
Owatonna, MN 55060-2926

Jaguar  
Communications, Inc

We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue: Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blomming Prairie Twp, Blooming Prairie, Stewartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford Watcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont, Ashland Twp, Canisus Twp, Kalmar Twp, Byron, Rochester Twp, Deerfield Twp, Onisco Twp, Berlin Twp, Ellendale, Bath Twp, Clarks Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Varnor Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somerset Twp, Wasioja Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sargeant, Sargeant Twp, Lyle, Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville. Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of rate transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above. A Legal Notice Response Form can be obtained from RUS website at [www.usda.gov/rurdev/com](http://www.usda.gov/rurdev/com).

5882738  
77 lines  
class 203



**SCHEDULE F-1  
PROOF OF LEGAL NOTICE (CONT.)**

Jaguar Communications  
Andrew Tanabe  
213 South Oak Avenue  
Owatonna, MN 55060-2926

**Jaguar  
Communications, Inc**

We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue: Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie, Stowartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, McClord Twp, Medford, Walcott Twp, Meriden Twp, Wendville Twp, Ripley Twp, Claremont Twp, Chermont, Ashland Twp, Canisus Twp, Kalmar Twp, Byron, Rochester Twp, Deerfield Twp, Osceola Twp, Berlin Twp, Ellendale, Bath Twp, Clark Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Vernon Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somers Twp, Wasioxa Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sargeant, Sargeant Twp, Lyle Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville. Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of data transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above. A Legal Notice Response Form can be obtained from RUS website at [www.rus.gov/rus/bbcom](http://www.rus.gov/rus/bbcom)

5900305  
77 lines  
class 203

**SCHEDULE F-1  
PROOF OF LEGAL NOTICE (CONT.)  
AFFIDAVIT OF PUBLICATION**

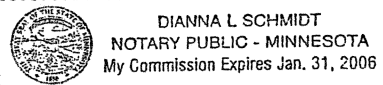
**STATE OF MINNESOTA  
COUNTY OF STEELE**

I do solemnly swear that a copy of the notice, as per the clipping attached, was published in the regular and entire edition of the Owatonna Peoples Press, a newspaper of general circulation, published in Owatonna, County of Steele, State of Minnesota, and not in any supplement. The newspaper has complied with all of the requirements constituting qualifications as a legal newspaper, as prided by Minnesota statute 331A.02, 331A.07 and all other applicable laws, as amended. The attached advertisement appeared in the issues listed below.

Barbara Lee Higgins  
\_\_\_\_\_  
Publisher/Authorized Agent

Sworn to before me this 7 day of  
July 20 05

Dianna L Schmidt  
\_\_\_\_\_  
Notary Public, Minnesota



Owatonna People's Press  
Faribault Daily News  
Waseca County News \_\_\_\_\_ Publication

OPP 6/30, FDN 6/30 & WCN 6/30 Run Date

JAGUAR COMMUNICATIONS Caption

**RATE INFORMATION**

\$ <u>14.40</u> Inch rate	1) Lowest classified rate paid by commercial users for comparable space.
\$ <u>9.20</u>	2) Maximum rate allowed by law for the above matter.
\$ <u>9.20</u>	3) Rate actually charged for the above matter
\$ <u>197.00</u>	4) Publication Fee

**905 Public Notices**

Jaguar Communications, Inc.

We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide Broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue:

Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie, Stewartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford, Walcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont, Ashland Twp, Canisteo Twp, Kalmar Twp, Byron, Rochester Twp, Deerfield Twp, Otisco Twp, Berlin Twp, Ellendale, Bath Twp, Clarks Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Vernon Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somerset Twp, Wasioja Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sargeant, Sargeant Twp, Lyle, Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville.

Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of data transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above.

A Legal Notice Response Form can be obtained from RUS' website at [www.usda.gov/rus/telecom](http://www.usda.gov/rus/telecom).



SCHEDULE F-1  
PROOF OF LEGAL NOTICE (CONT.)

STATE OF MINNESOTA  
COUNTY OF RICE

FARIBAULT DAILY NEWS

ANDREW TANABE  
JAGUAR COMMUNICATIONS, INC  
213 S OAK AVE  
OWATONNA MN 55060

REFERENCE: 21342  
368353 BROADBAND

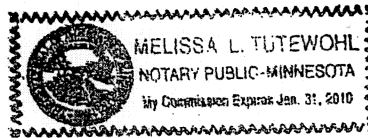
I do solemnly swear that a copy of the notice, as per the clipping attached, was published in the regular and entire edition of the Faribault Daily News, a newspaper of general circulation, published in Faribault, County of Rice, State of Minnesota and not in any supplement. The newspaper has complied with all the requirements constituting qualifications as a legal newspaper, as prided by Minnesota statute 331A.02, 331A.07 and all other applicable laws, as amended. The attached advertisement appeared in the issues listed below.

Authorized Agent Sub. Blomberg

Sworn to before me this 11<sup>th</sup> day of July 20 05

Melissa L. Tutewohl  
Notary Public, Rice County, Minnesota

PUBLISHED ON: 06/30



TOTAL COST: 78.60  
FILED ON: 06/30/05

Lowest classified rate: \$14.40  
Maximum rate allowed by law: \$9.20

Jaguar Communications, Inc.

We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide Broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue:

Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie, Stewartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford, Walcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont, Ashland Twp, Canisteo Twp, Kalmar Twp, Byron, Rochester Twp, Deerfield Twp, Otisco Twp, Berlin Twp, Ellendale, Bath Twp, Clarks Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Vernon Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somers Twp, Wasioja Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sargeant, Sargeant Twp, Lyle, Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville.

Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of data transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above.

A Legal Notice Response Form can be obtained from RUS' website at [www.usda.gov/rus/telecom](http://www.usda.gov/rus/telecom).

478903

**SCHEDULE F-1  
PROOF OF LEGAL NOTICE (CONT.)**

Jaguar Communications, Inc  
 We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue: Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie, Stewartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford.

**PRINTER'S AFFIDAVIT OF PUBLICATION**

STATE OF MINNESOTA  
 County of Dodge, ss.

Bobbi Martens, being duly sworn, on oath says that she is the publisher or authorized agent of the newspaper known as the Dodge Center Star Record, and has full knowledge of the facts which are stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper, as provided by Minnesota Statute 331A.02, 331A.07, and other applicable laws, as amended.
- (B) The printed Legal Notice - Re: Jaguar Communications, Inc. which is attached was cut from the columns of said newspaper, and was printed and published once each week, for one consecutive week: it was first published on Wednesday, the 6th day of July, 2005, and was thereafter printed and published on Wednesday to and including, the 6th day of July, 2005, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxy

BY Bobbi Martens  
 TITLE Office Manager

Subscribed and sworn to before me on this 12 day of July, 2005.

Lindsay Louks Notary Public



**RATE INFORMATION**

- (1) Lowest classified rate paid by commercial users for comparable space \$ 4.75 (Line, word, or inch rate)
- (2) Maximum rate allowed by law for the above matter \$ 4.75 (Line, word, or inch rate)
- (3) Rate actually charged for the above matter \$ 4.50 (Line, word, or inch rate)

**SCHEDULE F-1  
PROOF OF LEGAL NOTICE (CONT.)**

Legal Notice

Jaguar Communications, Inc  
 We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue:  
 Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie, Stewartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford,

Walcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont, Ashland Twp, Canisteo Twp, Kalmar Twp, Byron, Rochester Twp, Deerfield Twp, Otisco Twp, Berlin Twp, Ellendale, Bath Twp, Clarks Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Vernon Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somerset Twp, Wasioja Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sargeant, Sargeant Twp, Lyle, Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville.  
 Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform

RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of data transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above.  
 A Legal Notice Response Form can be obtained from RUS' website at [www.usda.gov/rus/telecom](http://www.usda.gov/rus/telecom). 27c

S  
C  
B  
th  
w  
(A  
qt  
ap  
(B  
fro  
cor  
the  
prie  
ack  
noti  
abco

Subs

- (1) Lo  
u:
- (2) Ma  
fo
- (3) Rat  
th

**SCHEDULE F-1  
PROOF OF LEGAL NOTICE (CONT.)**

**AFFIDAVIT OF PUBLICATION**

State of Minnesota  
County of Olmsted

Sue Lovejoy, being duly sworn, on oath that she is the publisher or authorized agent and employee of the publisher of the newspaper known as the Post-Bulletin, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all the requirements constituting qualification as a legal newspaper, as provided by Minnesota Statute 331A.02, 331A.07 and other applicable laws, as amended.

(B) The printed notice

Which is attached was cut from the columns of said newspaper, and was printed and published 1 times for 1 weeks; it was first published on Thursday, the 30<sup>th</sup> day of June, 2005; and was thereafter printed and published:

Thursday, the 30<sup>th</sup> day of June, 2005; and printed below is a copy of the lower case alphabet from a to z, both inclusive, which is hereby acknowledge as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

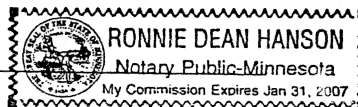
POST-BULLETIN COMPANY L.L.C.

BY: *Sue Lovejoy*

TITLE: Classified Manager

Subscribed and sworn to me on  
This 30<sup>th</sup> day of June, 2005

*R. Dean Hanson*  
Notary Public

  
**RONNIE DEAN HANSON**  
Notary Public - Minnesota  
My Commission Expires Jan 31, 2007

RATE INFORMATION

1) Lowest classified rate paid by commercial user For comparable space	\$ 6.17 (Line rate)
2) Maximum rate allowed by law for the above matter.	\$ 1.75 (Line rate)
3) Rate actually charged for the above matter.	\$ 1.75 - .93 (Line rate)
4) Publication Fee.	\$ 164.50

Legal Notice

Jaguar Communications,  
Inc

We are a prospective applicant under the Rural Broadband Access Loan and Loan Guarantee Program being administered by the Rural Utilities Service (RUS), United States Department of Agriculture. We are required, as a prospective applicant, to announce our intent to provide broadband services (200 kilobits upstream and downstream) in the State of Minnesota in the following communities/townships located in the Counties of Steele, Rice, Dodge, Mower, Waseca, Freeborn, Olmsted and Goodhue:

Albert Lea Twp, Owatonna Twp, Austin Twp, Aurora Twp, Blooming Prairie Twp, Blooming Prairie, Stewartville, Northfield, Udolpho Twp, Lansing Twp, Clinton Falls Twp, Medford Twp, Medford, Walcott Twp, Meriden Twp, Woodville Twp, Ripley Twp, Claremont Twp, Claremont, Ashland Twp, Canisteo Twp, Kelmar Twp, Byron, Rochester Twp, Deerfield Twp, Otisco Twp, Berlin Twp, Ellendale, Bath Twp, Clarks Grove, Bancroft Twp, Geneva Twp, Geneva, Waltham Twp, Waltham, Hayfield Twp, Hayfield, Vernon Twp, Rock Dell Twp, High Forest Twp, Cannon City Twp, Bridgewater Twp, Somerset Twp, Washola Twp, Dodge Center, Concord Twp, West Concord, Kenyon, Kenyon Twp, Sergeant, Sergeant Twp, Lyle, Lyle Twp, Hayward, Hayward Twp, Shell Rock Twp, and Glenville.

Incumbent broadband service providers have 30 days from the date of this Legal Notice to inform RUS if they are currently providing broadband service in these areas or if they have a commitment to provide service in these areas. Incumbent broadband service providers should submit to RUS, on a form prescribed by RUS, the number of residential customers receiving broadband service in the proposed service area, the rates of data transmission, and the cost of each level of service or proof of commitment to provide service in the proposed service area. A map should also be provided showing the boundaries of your service area in relation to the communities above.

A Legal Notice Response Form can be obtained from RUS website at [www.usda.gov/rus/telecom](http://www.usda.gov/rus/telecom).

**SCHEDULE F-2  
SUFFICIENCY OF LEGAL NOTICE**

**SUFFICIENCY OF LEGAL NOTICE IS CONTAINED ON THE PROOF OF LEGAL NOTICE ABOVE.**

SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION

EXHIBIT B  
Articles of Incorporation  
Certificate of Good Standing

AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF  
RYAN HOMES, INC.

I, the undersigned incorporator of RYAN HOMES, INC., a corporation subject to the provisions of Chapter 302A Minnesota Statutes, do hereby certify that the resolutions as hereinafter set forth were adopted by the unanimous written authorization of the incorporator of this Corporation, pursuant to Minn. Stat. § 302A.171, on March 9, 2000.

\*RESOLVED, that Article I. and Article II. of the Articles of Incorporation of this Corporation dated December 6, 1999, as same may have been amended from time to time, be amended, vacated, abrogated and repealed and replaced with amended Article I. and Article II. to read as follows:

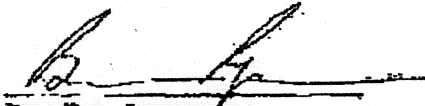
ARTICLE I

The name of this Corporation is JAGUAR COMMUNICATIONS, INC. 


ARTICLE II.

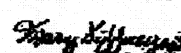
The registered office of this Corporation is located at 213 South Cedar Street, Owatonna, Minnesota, 55060.

IN WITNESS WHEREOF, the undersigned by signing below gives his approval and ratification to each action

  
Bruce Ryan, Incorporator

STATE OF MINNESOTA  
FILED

MAR 10 2000 

  
Secretary of State

NON-PROPRIETARY COPY

B-1

SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)

**EXHIBIT B**  
**Articles of Incorporation**  
**Certificate of Good Standing**

10X-964

ARTICLES OF INCORPORATION

OF

RYAN HOMES, INC.

The undersigned incorporator, being a natural person of full age, in order to form a corporation under Minnesota Statutes, Chapter 302A, hereby adopts the following Articles of Incorporation:

ARTICLE I.

The name of this Corporation is RYAN HOMES, INC. *Y*

ARTICLE II.

The registered office of this Corporation is located at 3750 85<sup>th</sup> Street N.W., Oronoco, MN 55966.

ARTICLE III.

3.01 The aggregate number of shares of stock which this Corporation shall have the authority to issue is 1,000,000.

3.02 The Board of Directors may, from time to time, establish by resolution different classes or series of shares and may fix the rights and preferences of said shares in any class or series.

3.03 The Board of Directors shall have the authority to issue shares of a class or series to holders of shares of another class or series to effectuate share dividends, splits, or conversion of its outstanding shares.

3.04 Except as may be otherwise provided by the Board of Directors in a resolution establishing a class or series of the shares of this corporation, shareholders shall have no preemptive rights.

3.05 No shareholder shall be entitled to any cumulative voting rights.

728562

NON-PROPRIETARY COPY

B-2

**SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

**EXHIBIT B  
Articles of Incorporation  
Certificate of Good Standing**

3.06 The shareholders shall take action by the affirmative vote of holders of fifty-one percent (51%) of the voting power of the shares present, except where a larger proportion is required by law, these Articles or a shareholder control agreement.

**ARTICLE IV.**

An action required or permitted to be taken by the Board of Directors of this Corporation may be taken by written action signed by that number of directors that would be required to take the same action at a meeting of the Board at which all directors are present, except as to those matters requiring shareholder approval, in which case the written action must be signed by all members of the Board of Directors then in office.

**ARTICLE V.**

No director of the Corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its shareholders; (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Sections 302A.559 or 30A.23 of the Minnesota Statutes; (iv) for any transaction from which the director derived any improper personal benefit; or (v) for any act or omission occurring prior to the date when this provision becomes effective.

The provisions of this Article V shall not be deemed to limit or preclude indemnification of a director by the corporation for any liability of a director which has not been eliminated by the provisions of this Article V.

If the Minnesota Statutes hereafter are amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the amended Minnesota Statutes.

**NON-PROPRIETARY COPY**

B-3



**SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

**EXHIBIT B  
Articles of Incorporation  
Certificate of Good Standing**

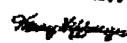
**ARTICLE VI.**

The name and address of the incorporator is: Bruce Ryan, 3750 85<sup>th</sup> Street N.W., Oronoco,  
MN 55960.

IN WITNESS WHEREOF, I have hereunto set my hand this 6<sup>th</sup> day of December, 1999.

  
Bruce Ryan

STATE OF MINNESOTA  
DEC 10 1999

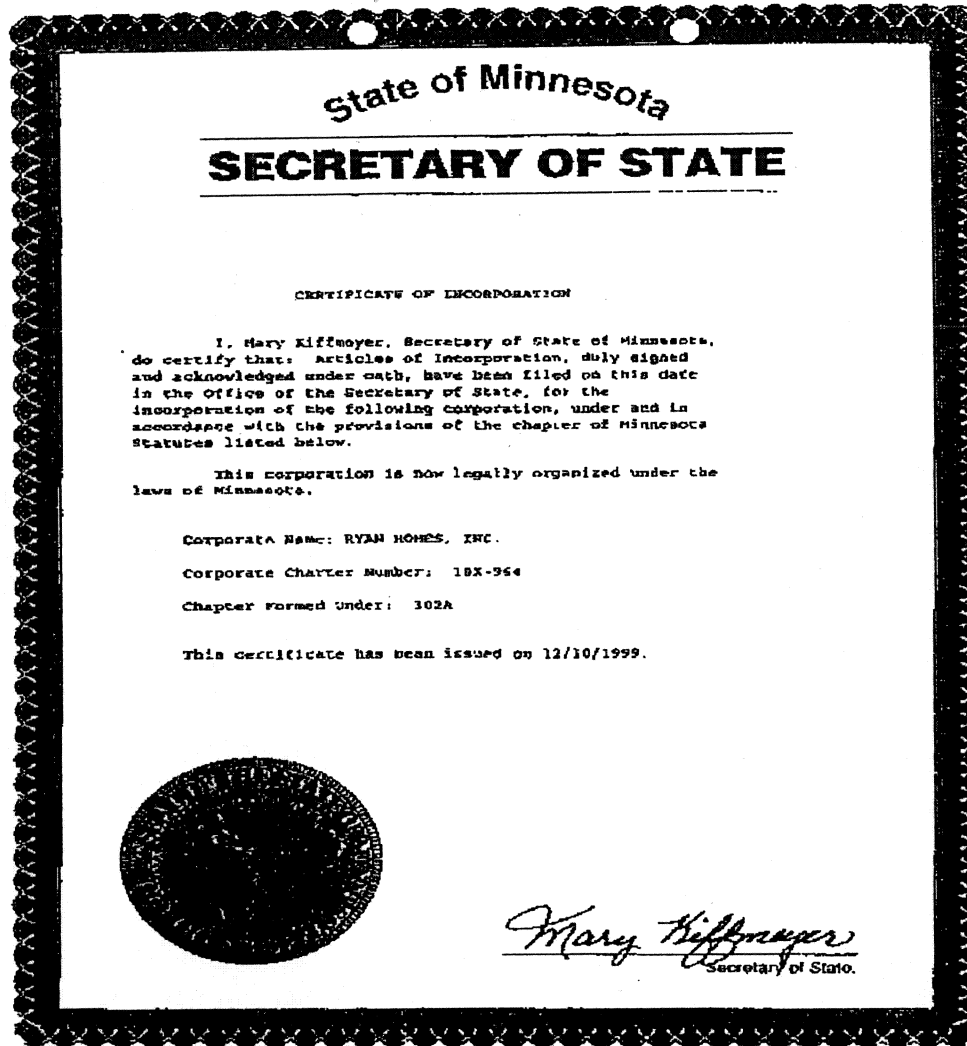
  
Secretary of State

NON-PROPRIETARY COPY

B-4

SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)

EXHIBIT B  
Articles of Incorporation  
Certificate of Good Standing



NON-PROPRIETARY COPY

B-5

**SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

10X-964

**AMENDED AND RESTATED OF ARTICLES OF INCORPORATION**

**OF**

**JAGUAR COMMUNICATIONS, INC.**

**EFFECTIVE AS OF MARCH 10, 2000**

I, the undersigned officer of JAGUAR COMMUNICATIONS, INC., a corporation subject to the provisions of Chapter 302A Minnesota Statutes, do hereby certify that the Amended and Restated Articles of Incorporation hereinafter set forth were adopted by the unanimous vote of the directors of this Corporation, that no shares were outstanding at the time these Amended and Restated Articles were approved and adopted, and that these Amended and Restated Articles correctly set forth without change the corresponding revisions of the Articles as previously amended.

**ARTICLE I.**

The name of this Corporation is JAGUAR COMMUNICATIONS, INC.

**ARTICLE II.**

The registered office of this Corporation is located at 213 South Oak Street, Suite 2000, Owatonna, Minnesota, 55060.

**ARTICLE III.**

- 3.01 The aggregate number of shares of stock which this Corporation shall have the authority to issue is 30,000,000.
- 3.02 The Board of Directors may, from time to time, establish by resolution different classes or series of shares and may fix the rights and preferences of said shares in any class or series.

**940874**

**SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

- 3.03 The Board of Directors shall have the authority to issue shares of a class or series to holders of shares of another class or series to effectuate share dividends, splits, or conversion of its outstanding shares.
- 3.04 Except as may be otherwise provided by the Board of Directors in a resolution establishing a class or series of the shares of this corporation, shareholders shall have no preemptive rights.
- 3.05 No shareholder shall be entitled to any cumulative voting rights.
- 3.06 The shareholders shall take action by the affirmative vote of holders of fifty-one percent (51%) of the voting power of the shares present, except where a larger proportion is required by law, these Articles or a shareholder control agreement.
- 3.07 The power to adopt, amend, or repeal the bylaws of the Corporation is vested in the Board of Directors.

**ARTICLE IV.**

An action required or permitted to be taken by the Board of Directors of this Corporation may be taken by written action signed by that number of directors that would be required to take the same action at a meeting of the Board at which all directors are present, except as to those matters requiring shareholder approval, in which case the written action must be signed by all members of the Board of Directors then in office.

**ARTICLE V**

No director of the Corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its shareholders; (ii) for acts or omissions not

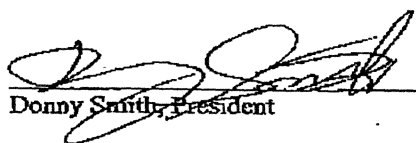
SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)

in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Sections 302A.559 or 80A.23 of the Minnesota Statutes; (iv) for any transaction from which the director derived any improper personal benefit; or (v) for any act or omission occurring prior to the date when this provision becomes effective.

The provisions of this Article V shall not be deemed to limit or preclude indemnification of a director by the corporation for any liability of a director which has not been eliminated by the provisions of this Article V.

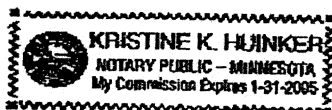
If the Minnesota Statutes hereafter are amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the amended Minnesota Statutes.

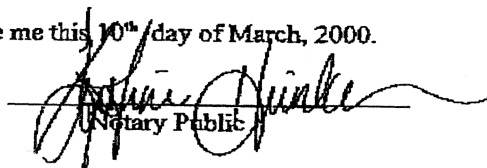
IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of March, 2000.

  
Donny Smith, President

STATE OF MINNESOTA )  
                                  ) ss  
COUNTY OF STEELE )

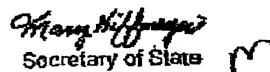
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2000.



  
Notary Public

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

FEB 13 2001

  
Secretary of State

**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

CONTENTS OF BYLAWS

OF

JAGUAR COMMUNICATIONS, INC.

<b>ARTICLE 1.</b>	<b>OFFICES</b>	
1.1)	Registered Office .....	1
1.2)	Offices .....	1
<b>ARTICLE 2.</b>	<b>CORPORATE SEAL</b>	
2.1)	Corporate Seal .....	1
<b>ARTICLE 3.</b>	<b>SHAREHOLDERS</b>	
3.1)	Regular Meetings .....	1
3.2)	Special Meetings .....	2
3.3)	Quorum .....	2
3.4)	Voting .....	2
3.5)	Notice of Meeting .....	2
3.6)	Proxies .....	3
3.7)	Closing Transfer Books .....	3
3.8)	Record Date .....	3
3.9)	Presiding Officer .....	3
3.10)	Order of Business .....	3
3.11)	Written Action by Shareholders .....	3
<b>ARTICLE 4.</b>	<b>DIRECTORS</b>	
4.1)	General Powers .....	4
4.2)	Shareholder Management .....	4
4.3)	Number .....	4
4.4)	Qualifications and Term of Office .....	4
4.5)	Quorum .....	4
4.6)	Action of Directors .....	4
4.7)	Meetings .....	4
4.8)	Meeting by Electronic Communications .....	5
4.9)	Compensation .....	5
4.10)	Committees .....	5
4.11)	Action by Absent Director .....	5
4.12)	Removal of Directors by Shareholders .....	6
4.13)	Removal of Directors by Board of Directors .....	6
4.14)	Vacancies .....	6
4.15)	Order of Business .....	6
4.16)	Written Action by Directors .....	6
4.17)	Dissent From Action .....	6

**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

<b>ARTICLE 5. OFFICERS</b>	
5.1) Election of Officers .....	7
5.2) Term of Office .....	7
5.3) President .....	7
5.4) Treasurer .....	7
5.5) Vice President .....	8
5.6) Secretary .....	8
5.7) Chairman of the Board .....	8
5.8) Assistant officers .....	8
<b>ARTICLE 6. REPAYMENT OF DISALLOWED AMOUNTS .....</b>	<b>9</b>
<b>ARTICLE 7. INDEMNIFICATION .....</b>	<b>9</b>
<b>ARTICLE 8. SHARES AND THEIR TRANSFER</b>	
8.1) Certificates of Shares .....	9
8.2) Uncertificated Shares .....	10
8.3) Issuance of Shares .....	10
8.4) Transfer of Shares .....	10
8.5) Lost Certificates .....	10
8.6) Transfer Agent and Registrar .....	11
8.7) Facsimile Signature .....	11
<b>ARTICLE 9. FINANCIAL AND PROPERTY MANAGEMENT</b>	
9.1) Fiscal Year .....	11
9.2) Checks .....	11
9.3) Deposits .....	11
9.4) Voting Securities Held by Corporation .....	11
<b>ARTICLE 10. AMENDMENTS .....</b>	<b>11</b>

**SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

**BYLAWS  
OF  
JAGUAR COMMUNICATIONS, INC.**

**ARTICLE 1.**

**OFFICES**

1.1) Registered Office - The registered office of the Corporation shall be located within the State of Minnesota, as set forth in the Articles of Incorporation. The Board of Directors shall have authority to change the registered office of the Corporation and a statement evidencing any such change shall be filed with the Secretary of State of Minnesota as required by law.

1.2) Offices - The Corporation may have other offices, including its principal business office, either within or without the State of Minnesota.

**ARTICLE 2.**

**CORPORATE SEAL**

2.1) Corporate Seal - The Board of Directors shall determine whether or not the Corporation will adopt a corporate seal. If a corporate seal is adopted, inscribed on the corporate seal shall be the name of the Corporation and the words "Corporate Seal," and when so directed by the Board of Directors, a duplicate of the seal may be kept and used by the Secretary of the Corporation.

**ARTICLE 3.**

**SHAREHOLDERS**



**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

3.1) Regular Meetings - Regular meetings of the shareholders shall be held at the Corporation's principal office or such other place within or without the State of Minnesota as is designated by the Board of Directors. Regular meetings may be held annually or on a less frequent periodic basis, as established by a resolution of the Board of Directors, or may be held on call by the Board of Directors from time to time as and when the Board determines. At each regular meeting, the shareholders shall elect qualified successors for directors who serve for an indefinite term or whose terms have expired or are due to expire within six (6) months after the date of the meeting, and may transact such other business which properly comes before them. The foregoing notwithstanding, in the event a regular meeting of the shareholders has not been held for a period of fifteen (15) months, a shareholder or group of shareholders holding three percent (3%) or more of the issued and outstanding voting shares may demand that a regular meeting of the shareholders be held by giving written notice to the President or Treasurer of the Corporation. Within thirty (30) days after receipt of the notice, the Board shall cause a regular meeting of the shareholders to be called and held within ninety (90) days of receipt of the notice. Any regular meeting held pursuant to such a request by a shareholder or shareholders shall be held within the county where the principal executive office of the Corporation is located.

3.2) Special Meetings - Special meetings of the shareholders shall be called by the President or Treasurer, or such other officer as may be designated by the Board of Directors, upon request of two members of the Board of Directors, or upon a written request of shareholders holding ten percent (10%) or more of the shares entitled to vote. The request must specify the purpose of the meeting. Within thirty (30) days after receipt of the request, the Board of Directors must call a special meeting of the shareholders to be held within ninety (90) days of receipt of the request. Any special meeting held pursuant to such a request by a shareholder or shareholders shall be held within the county where the principal executive office of the Corporation is located.

3.3) Quorum - Business may be transacted at any duly held meeting of the shareholders at which a quorum is present. The holders of a majority of the voting power of the shares entitled to vote at a meeting are a quorum. The shareholders present at the meeting may continue to transact business until adjournment, even though a number of shareholders withdraw leaving less than a quorum. If a quorum is not present at any meeting, those present have the power to adjourn the meeting from time to time until the requisite number of voting shares are present. The date, time, and place of the reconvened meeting shall be announced at the time of adjournment and notice of the reconvened meeting shall be given to all shareholders who were not present at the time of adjournment. Any business which might have been transacted at the meeting which was adjourned may be transacted at the reconvened meeting.

3.4) Voting - At each shareholders' meeting, every shareholder having the right to vote is entitled to vote in person or by proxy. Shareholders have one (1) vote for each Class A share and ten (10) votes for each Class B share standing in their name on the books of the Corporation, unless otherwise provided in the Articles of Incorporation of the Corporation, or these Bylaws, or in the terms of the shares. Upon the demand of any shareholder, the vote for directors or the vote upon any question before the meeting shall be by ballot. All elections and questions shall be decided by a majority vote of the aggregate voting rights of all Class A and Class B shares outstanding and entitled to vote and represented at any meeting at which there is a quorum, except as otherwise required by statute, the Articles of Incorporation, these Bylaws, or by agreement among the shareholders.

3.5) Notice of Meeting - Notice of regular or special meetings of the shareholders shall be given by an officer or agent of the Corporation to each shareholder shown on the books of the Corporation to be the holder of record of shares entitled to vote at the meeting. If the notice is to be mailed, then the notice must be mailed to each shareholder at the shareholder's address as shown on the books of the Corporation at least five (5) calendar days prior to the meeting. If the notice is not mailed, then the notice must be given at least forty-eight (48) hours prior to the meeting. The notice must contain the date, time, and place of the meeting, and in the case of a special meeting, must also contain a statement of the purpose of the meeting.

In no event shall notice be given more than sixty (60) days prior to the meeting.

**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

3.6) Proxies - At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxies must be filed with an officer of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

3.7) Closing Transfer Books - The Board of Directors may close the stock transfer books for a period of time which does not exceed sixty (60) days preceding any of the following: the date of any meeting of shareholders; the payment of dividends; the allotment of rights; or the change, conversion, or exchange of shares.

3.8) Record Date - In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date, not exceeding sixty (60) days preceding the date of any of the events described in Section 3.7, as a record date for the determination of shareholders entitled to notice of and to vote at any meeting and any meeting subsequent to adjournment; to receive any dividend or allotment of rights; or to exercise the rights in respect to any change, conversion, or exchange of shares. In such case, only those shareholders of record on the record date so fixed shall be entitled to receive notice of and to vote at the meeting and any meeting subsequent to adjournment thereof, to receive a dividend or allotment of rights, to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after any record date so fixed. If the share transfer books are not closed and no record date is fixed or determination of the shareholders of record, then the date on which notice of the meeting is mailed or the date of adoption of a resolution of the Board of Directors declaring a dividend, allotment of rights, change, conversion or exchange of shares, as the case may be, shall be the record date of such determination.

3.9) Presiding Officer - The President of the Corporation shall preside over all meetings of the shareholders. In the absence of the President, the shareholders may choose any person present to act as a presiding officer.

3.10) Order of Business - The suggested order of business at the regular meeting, and so far as possible at all other meetings of the shareholders, shall be:

1. Roll call.
2. Proof of due notice of meeting, unanimous attendance, or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Annual reports of all officers and committees.
5. Election of directors.
6. Unfinished business.
7. New business.
8. Adjournment.

3.11) Written Action by Shareholders - Any action which may be taken at a meeting of the shareholders may be taken without a meeting and notice if a consent in writing, setting forth the action so taken, is signed by all of the shareholders entitled to notice of a meeting for such purpose.

**SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

**ARTICLE 4.**

**DIRECTORS**

4.1) General Powers - The property, affairs, and business of the Corporation shall be managed by the Board of Directors.

4.2) Shareholder Management - The holders of shares entitled to vote for directors may, by unanimous affirmative vote, take any action which the Board of Directors is otherwise empowered to take, in accordance with the provisions of Section 302A.201 of the Minnesota Statutes and laws amendatory thereof or supplementary thereto.

4.3) Number - The number of directors shall be fixed by resolution of the shareholders at their regular meetings or special meetings called for that purpose; provided, however, that the number may be increased by resolution of the Board of Directors. Any newly created directorships resulting from any action by the Board of Directors shall be filled by a majority vote of the directors serving at the time of increase.

4.4) Qualifications and Term of Office - Directors need not be shareholders or residents of the State of Minnesota. The Board of Directors shall be elected by the shareholders at their regular meeting and at any special shareholders' meeting called for that purpose. A director elected for an indefinite term shall serve until the next regular meeting of the shareholders and until the director's successor is elected and qualifies, or until the earlier death, resignation, removal, or disqualification of the director. A director elected for a fixed term of office, which shall not exceed five (5) years, shall hold office until the director's successor is elected and qualifies, or until the earlier death, resignation, removal, or disqualification of the director.

4.5) Quorum - A majority of the Board of Directors constitutes a quorum for the transaction of business; provided, however, that if any vacancies exist by reason of death, resignation, or otherwise, a majority of the remaining directors constitutes a quorum. If less than a quorum is present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when a duly called or held meeting is convened, the Directors present may continue to transact business until adjournment, even though the withdrawal of a number of Directors originally present leaves less than the proportion or number otherwise required for a quorum.

4.6) Action of Directors - The acts of a majority of the directors present at a meeting at which a quorum is present are the acts of the Board of Directors.

**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

4.7) Meetings - Meetings of the Board of Directors may be held from time to time at any place, within or without the State of Minnesota that the Board of Directors may select. If the Board of Directors fails to select a place for a meeting, the meeting shall be held at the principal executive office of the Corporation. The President or any director may call a meeting of the Board of Directors by giving notice to all directors of the date, time, and place of the meeting. If the notice is to be mailed, then the notice must be mailed to each director at least five (5) calendar days prior to the meeting. If the notice is not mailed, then the notice must be given at least forty-eight (48) hours prior to the meeting. If the date, time, and place of the meeting of the Board of Directors have been announced at a previous meeting of the Board of Directors, no additional notice of such meeting is required, except that notice shall be given to all directors who were not present at the previous meeting. Notice of the meeting of the Board of Directors need not state the purposes of the meeting. A director may orally or in writing waive notice of the meeting. Attendance by a director at a meeting of the Board of Directors is also a waiver of notice of such meeting, except where the director objects at the beginning of the meeting to the transaction of business because the meeting allegedly is not lawfully called or convened and does not participate thereafter in the meeting.

4.8) Meeting by Electronic Communications - A conference among directors by any means of communication through which the directors may simultaneously hear each other during the conference constitutes a meeting of the Board of Directors if the number of directors participating in the conference would be sufficient to constitute a quorum at a meeting, and if the same notice is given of the conference as would be required for a Board of Directors meeting under these Bylaws. In any Board of Directors meeting, a director may participate by any means of communication through which the director, other directors so participating, and all directors physically present at the meeting may simultaneously hear each other during the meeting.

4.9) Compensation - Directors may receive such compensation as may be determined from time to time by resolution of the Board of Directors.

4.10) Committees - By the affirmative vote of a majority of the directors, the Board of Directors may establish a committee or committees having the authority of the Board of Directors in the management of the business of the Corporation to the extent provided in the resolution adopted by the Board of Directors. A committee shall consist of one or more persons, who need not be directors, appointed by affirmative vote of a majority of the directors present. A majority of the member of the committee present at any meeting of the committee is a quorum for the transaction of business, unless a larger or smaller proportion or number is provided in the resolution approved by the Board of Directors. Minutes of any committees created by the Board of Directors shall be available upon request to members of the committee and to any director.

4.11) Action by Absent Director - A director may give advance written consent or opposition to a proposal to be acted upon at a Board of Directors meeting by giving a written statement to the President, Treasurer, or any director setting forth a statement of the proposal to be voted on and containing a statement of the director's voting preference with regard to the proposal. An advance written statement does not constitute presence of the director for purposes of determining a quorum, but the advance written statement shall be counted in the vote on the subject proposal provided that the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal set forth in the advance written statement. The advance written statement by a director on a proposal shall be included in the records of the Board of Director's action on the proposal.

**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

4.12) Removal of Directors by Shareholders - At any duly called meeting of the shareholders, the affirmative vote of a number of shares sufficient to elect a director may remove any or all of the directors, with or without cause, and may elect replacements.

4.13) Removal of Directors by Board of Directors - Any director who has been elected by the Board of Directors to fill a vacancy on the Board of Directors, or to fill a directorship created by a cation of the Board of Directors, and who has not subsequently been reelected by the shareholders, may be removed by a majority vote of all directors constituting the Board, exclusive of the director whose removal is proposed.

4.14) Vacancies - Any vacancy on the Board of Directors may be filled by vote of the remaining directors, even though less than a quorum.

4.15) Order of Business - The suggested order of business at any meeting of the directors shall be:

1. Roll Call.
2. Proof of due notice of meeting, unanimous attendance, or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

4.16) Written Action by Directors - Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting and notice thereof is a consent in writing setting forth the action taken is signed by all of the directors; provided, however, that if the action does not require approval by the shareholders, the action may be taken by a consent signed by the number of directors required to take the action at a duly held meeting of the Board of Directors at which all of the directors are present. In the event a written action is signed by less than all the directors, any director not signing the action will be notified as soon as reasonably possible of the content of the action and the effective date of the action. Failure to provide the notice does not invalidate the written action. A director who does not sign or consent to the written action has no liability for the action or actions so taken.

4.17) Dissent From Action - A director of the Corporation who is present at a meeting of the Board of Directors at which any action is taken shall be presumed to have assented to the action taken unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter, or unless the director votes against the action at the meeting, or is prohibited from voting on the action.

**SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

**ARTICLE 5.**

**OFFICERS**

5.1) Election of Officers - The Board of Directors shall, from time to time, elect a President, who may also be designated as Chief Executive Officer, and a Treasurer, who may also be designated as Chief Financial Officer. The Board of Directors may elect, but shall not be required to elect, a Secretary, one or more Vice Presidents, and a Chairman of the Board. In addition, the Board of Directors may elect such other officers and agents as it may deem necessary. The officers shall exercise such powers and perform such duties as are prescribed by applicable statutes, the Articles of Incorporation, the Bylaws, or as may be determined from time to time by the Board of Directors. Any number of offices may be held by the same person.

5.2) Term of Office - The officers shall hold office until their successors are elected and qualify; provided, however, that any officer may be removed with or without cause by the affirmative vote of a majority of the directors present at a Board of Directors meeting.

5.3) President - The President shall:

- (01) Have general active management of the business of the Corporation;
- (02) When present, preside at all meetings of the shareholders;
- (03) When present, and if there is no Chairman of the Board, preside at all meetings of the Board of Directors;
- (04) See that all orders and resolutions of the Board of Directors are carried into effect;
- (05) Sign and deliver in the name of the Corporation any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles of Incorporation or Bylaws or by the Board of Directors to some other officer or agent of the Corporation;
- (06) Maintain records of and, whenever necessary, certify all proceedings of the Board of Directors and the shareholders; and
- (07) Perform other duties prescribed by the Board of Directors.

All other officers shall be subject to the direction and authority of the President.

5.4) Treasurer - The Treasurer shall:

- (01) Keep accurate financial records for the Corporation;

**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

(02) Deposit all money, drafts, and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board of Directors;

(03) Endorse for deposit all notes, checks, and drafts received by the Corporation as ordered by the Board of Directors, making proper vouchers therefor;

(04) Disburse corporate funds and issue checks and drafts in the name of the Corporation, as ordered by the Board of Directors;

(05) Render to the President and the Board of Directors, whenever requested, an account of all transactions by the Corporation; and

(06) Perform other duties prescribed by the Board of Directors or by the President.

5.5) Vice-President - Each Vice President, if any, has such powers and shall perform such duties as may be specified in these Bylaws or prescribed by the Board of Directors. In the event of absence or disability of the President, the Vice President shall succeed to the President's powers and duties. If there are two or more Vice Presidents, the order of succession shall be determined through seniority by the order in which elected or as otherwise prescribed by the Board of Directors.

5.6) Secretary - The Secretary, if any, shall attend all meetings of the shareholders and the Board of Directors. The Secretary shall act as clerk and shall record all the proceedings of the meetings in the minute book of the Corporation and shall give proper notice of meetings of shareholders and the Board of Directors. The Secretary shall keep the seal of the Corporation, if any, and shall affix the seal to any instrument requiring it and shall attest the seal, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

5.7) Chairman of the Board - The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and shall perform such other duties as may from time to time be assigned by the Board of Directors.

5.8) Assistant Officers - In the event of absence or disability of any Vice President, Secretary, or Treasurer, the assistant to such officer, if any, shall succeed to the powers and duties of the absent officer until the principal officer resumes his duties or a replacement is elected by the Board of Directors. If there are two or more assistants, the order of succession shall be determined through seniority by the order in which elected or as otherwise prescribed by the Board of Directors. The assistant officers shall exercise such other powers and duties as may be delegated to them from time to time by the Board of Directors or the principal officer under whom they serve, but at all times remain subordinate to the principal officers they are designated to assist.

**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

**ARTICLE 6.**

**REPAYMENT OF DISALLOWED AMOUNTS**

Any payments made to, or on behalf of, an officer (including a former officer) of the Corporation, e.g., salary, commission, bonus, rent, travel or entertainment expense, which shall be finally disallowed in whole or in part as a deductible expense by the Internal Revenue Service or the tax authority of any state, shall be repaid by such officer to the Corporation to the extent of the amount of such disallowed deduction. For these purposes, the term "final disallowance" shall mean an agreement by the Corporation with the Internal Revenue Service or state tax authority to such disallowance, a determination by the Internal Revenue Service or other such tax authority with respect to which the time to protest or appeal has lapsed, or the final decision of a court establishing such disallowance. A decision of a court shall be deemed final when the period during which an appeal from a decision of the court can be made has lapsed. Such officer may elect to repay the Corporation either in a lump sum, or in installments. If the officer elects to repay the Corporation in a lump sum, the payment of the disallowed amount shall be due within ninety (90) days of the date on which the Corporation notifies the officer of such disallowance. If the officer elects to repay the Corporation in installments, the disallowed amount shall be repaid in no more than twelve (12) equal monthly installments, together with interest at a rate which is one percent (1%) in excess of the so-called base rate or prime rate in effect at the Corporation's principal bank on the date on which the Corporation notifies the officer that an obligation for payment has arisen under this Article 6. Such monthly installments shall commence on the fifteenth (15th) day of the first calendar month following the calendar month during which the Corporation notifies the officer that such obligation of payment has arisen.

**ARTICLE 7.**

**INDEMNIFICATION**

Directors, officers, committee members, and other persons shall have the rights to indemnification provided by Section 302A.521 of the Minnesota Statutes and law amendatory thereof and supplementary thereto.

**ARTICLE 8.**

**SHARES AND THEIR TRANSFER**



**SCHEDULE G-1**  
**ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

8.1) Certificates of Shares - Unless the Board of Directors has provided that the Corporation's shares are to be uncertificated, every owner of shares of the Corporation shall be entitled to a certificate, to be in such form as the Board of Directors prescribes, certifying the number of shares owned by such owner. The certificates for shares shall be numbered in the order in which they are issued and shall be signed in the name of the Corporation by the President or a Vice President and by the Secretary or Assistant Secretary, or the Treasurer, or any other officer of the Corporation authorized by the Board of Directors and shall have the corporate seal, if any, affixed thereto. A record shall be kept of the name of the Person owning the shares represented by each certificate, the number of shares represented by each certificate, the respective issue dates thereof, and in the case of cancellation, the respective dates of cancellation. Except as provided in Section 8.5 of this Article 8, every certificate surrendered to the Corporation for exchange or transfer shall be canceled, and no other certificate shall be issued in exchange for any existing certificate until such existing certificate is canceled.

8.2) Uncertificated Shares - The Board of Directors by a majority vote of directors present at a duly called meeting may provide that any or all shares or classes or series of shares are to be uncertificated shares. In that case, any shareholder who is issued uncertificated shares shall be provided with the information legally required to be disclosed in a certificate.

8.3) Issuance of Shares - The Board of Directors is authorized to issue shares of the capital stock of the Corporation up to the number of shares authorized by the Articles of Incorporation. Shares may be issued for any consideration, including, without limitation, money or other tangible or intangible property received by the Corporation or to be received by the Corporation under a written agreement, or services rendered to the Corporation or to be rendered to the Corporation or to be rendered to the Corporation under a written agreement, as authorized by a resolution approved by the affirmative vote of a majority of the directors present, valuing all nonmonetary consideration and establishing a price in money or other consideration, or a minimum price, or a general formula or method by which the price will be determined. Upon authorization by resolution approved by the affirmative vote of a majority of the directors present, the Corporation may, without any new or additional consideration, issue shares of its authorized and unissued capital stock in exchange for or in conversion of its outstanding shares, or issue its own shares pro rata to its shareholders or the shareholders of one or more classes or series, to effectuate share dividends or splits, including reverse share splits. No shares of a class or series shall be issued to the holders of shares of another class or series, unless issuance is either expressly provided for in the Articles of Incorporation or is approved at a meeting by the affirmative vote of the holders of a majority of the voting power of all shares of the same class or series as the shares to be issued.

8.3.1) Classes of Shares - The corporation has established and issued two classes of shares, Class A Shares and Class B Shares. Class A Shares and Class B Shares shall have the same financial rights and par value. Class A Shares have one (1) vote per share. Class B shares have ten (10) votes per share. All Class B shares have been issued to Founders.

8.4) Transfer of Shares - Transfer of shares on the books of the Corporation may be authorized only by the shareholder named in the certificate or the shareholder's legal representative or duly authorized attorney-in-fact and only upon surrender for cancellation of the certificate for such shares. The shareholder in whose name shares stand on the books of the Corporation shall be considered the owner thereof for all purposes regarding the Corporation.

8.5) Lost Certificates - Any shareholder claiming a certificate for shares to be lost or destroyed shall make an affidavit or affirmation of that fact in such form as the Board of Directors may require and shall, if the directors so require, give the Corporation a bond of indemnity in form and with one or more sureties satisfactory to the Board of Directors and in an amount determined by the Board of Directors, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of the certificate. A new certificate may then be issued in the same tenor and for the same number of shares as the one alleged to have been destroyed or lost.

**SCHEDULE G-1  
ARTICLES OF INCORPORATION OR ORGANIZATION (CONT.)**

8.6) Transfer Agent and Registrar - The Board of Directors may appoint one or more transfer agents or transfer clerks and one or more registrars and may require all certificates for shares to bear the signature or signatures of any of them.

8.7) Facsimile Signature - Where any certificate is manually signed by a transfer agent, a transfer clerk, or a registrar appointed by the Board of Directors to perform such duties, a facsimile or engraved signature of the officers and a facsimile corporate seal, if any, may be inscribed on the certificate in lieu of the actual signatures and seal.

**ARTICLE 9.**

**FINANCIAL AND PROPERTY MANAGEMENT**

9.1) Fiscal Year - The fiscal year of the Corporation shall end on December 31 of each year.

9.2) Checks - All checks, drafts, other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by the President or Treasurer, or any other officer or officers, agent or agents of the Corporation, as may from time to time be determined by resolution of the Board of Directors.

9.3) Deposits - All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

9.4) Voting Securities Held by Corporation - The President, or other officer or agent designated by the Board of Directors, shall have full power and authority on behalf of the Corporation to attend, act at, and vote at any meeting of security or interest holders of other corporations or entities in which the Corporation may hold securities or interests. At the meeting, the President or other designated agent shall possess and exercise any and all rights and powers incident to the ownership of the securities or interests which the Corporation holds.

**ARTICLE 10.**

**AMENDMENTS**

The Board of Directors of the Corporation is expressly authorized to make Bylaws of the Corporation and from time to time to adopt, amend, or repeal Bylaws so made to the extent and in the manner prescribed by the Minnesota Statutes. The Board of Directors shall not adopt, amend, or repeal a Bylaw fixing a quorum for meetings of shareholders, prescribing procedures for removing directors or filling vacancies in the Board of Directors, or fixing the number of directors or their classifications, qualifications, or terms of office, but may adopt or amend a Bylaw to increase the number of directors. The authority in the Board of Directors is subject to the power of the voting shareholders to adopt, change, or repeal the Bylaws by a vote of shareholders holding a majority of the shares entitled to vote and present or represented at any regular meeting or special meeting called for that purpose.

**SCHEDULE G-2  
COPY OF THE STATE LLC STATUTE (IF APPLICABLE)**

**NOT APPLICABLE**






**THIS  
PAGE  
INTENTIONALLY  
LEFT  
BLANK**


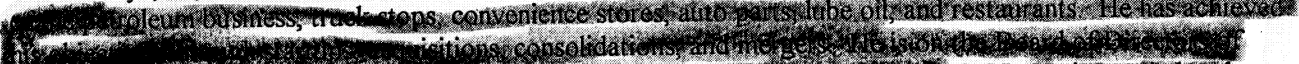




Schedule G-3 (Cont.)

Board of Directors

b4

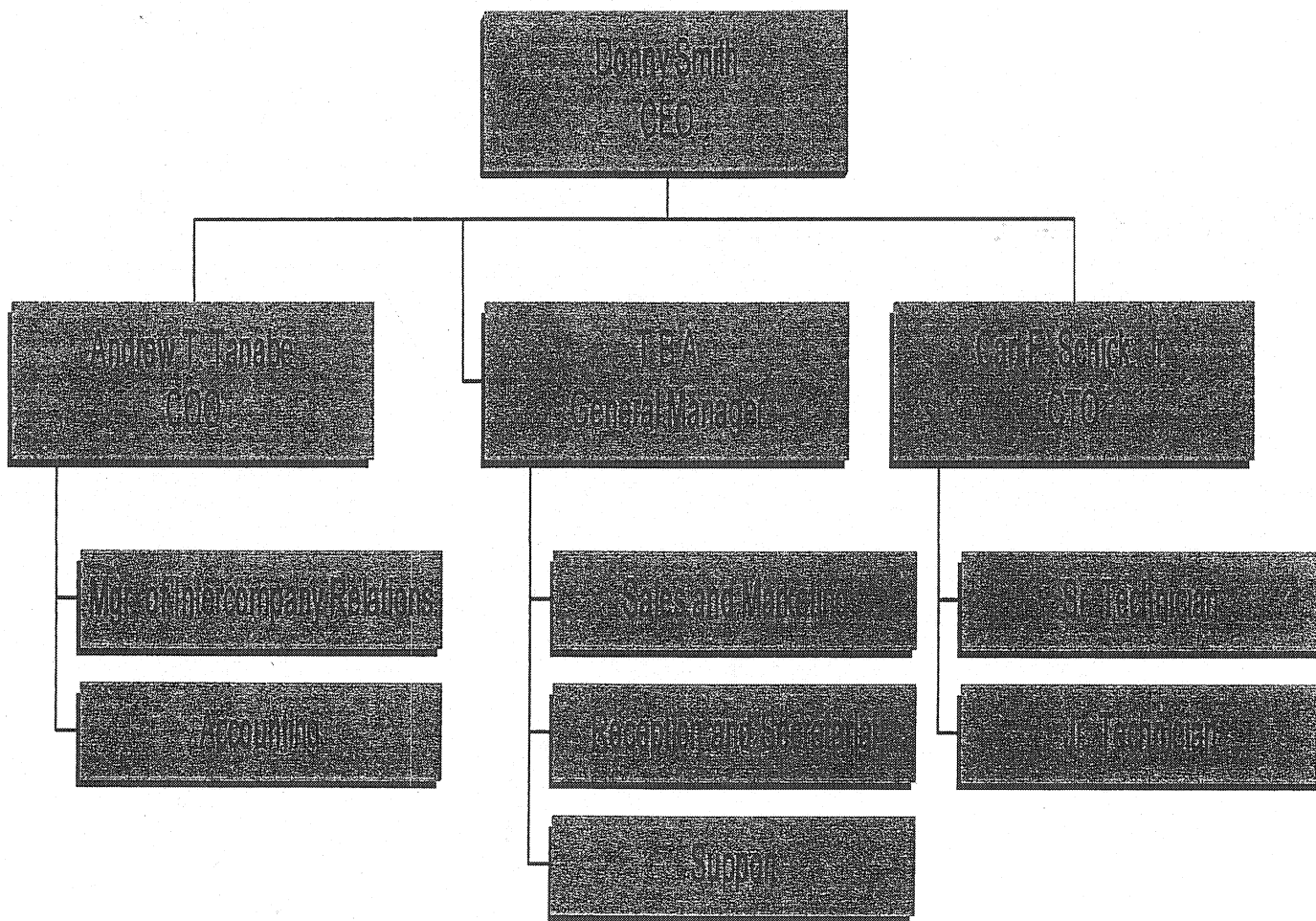
Gus A. Chafoulias,  a Director of the Company since January 2001 is Chairman of the Board of Chafoulias Management Company based in Rochester, Minnesota. Mr. Chafoulias has been in the development business over 30 years and has developed in excess of three million square feet of apartments and commercial space.    Rochester Chamber of Commerce, Rochester, Minnesota, U.S. Bank 

Art Birdseye,  has been a Director of the Company since January 2001. He has been involved in many aspects of the petroleum business, truck stops, convenience stores, auto parts, lube oil, and restaurants. He has achieved   

Schedule G-4

Organizational Chart and Statement of Experience

# Jaguar Communications, Inc. Organizational Chart



Schedule G-4 (Cont.)

Organizational Chart and Statement of Experience

b4

Donny Smith, 49, is a co-founder of the Company and has served as its Chairman and CEO since its inception. Prior to the Company's inception, Mr. Smith was the CEO of Local Link, Inc., an Internet service company, from 1995 until December of 1999.

[REDACTED]

Andrew T. Tanabe, is a co-founder of the Company and has served as its Chief Operating Officer and the Secretary of the Board of Directors since its inception. Prior to his work at the Company, Mr. Tanabe worked

[REDACTED]

Carl F. Schick, is a co-founder of the Company. He joined the company in June of 2000 becoming its first Chief Technical Officer, a position that he still holds. He has also been on the Board of Directors since the inception of the company. Prior to his work at the Company, Mr. Schick worked for Storage Systems

[REDACTED]

**Schedule G-5**

**Parent and Subsidiaries**

Jaguar Communications, Inc. is a legal corporation under the laws of the state of Minnesota. It also owns one other corporation that is fully compliant with the regulations of the State of Minnesota and is recognized as an official domestic corporation. This corporation is:

Segway IV, Inc., a corporation under the laws of New Jersey. This is a reporting company.



## Schedule H

### EXECUTIVE SUMMARY

Jaguar Communications, Inc. (Jaguar) is a Competitive Local Exchange Carrier (CLEC), formed in 1991 and having headquarters based in Owatonna, Minnesota. Jaguar currently provides a full range of telecommunications services to the following Minnesota exchanges: Owatonna, Faribault, Austin, Albert Lea, Blooming Prairie, Rochester, Stewartville, and Waseca.

Jaguar was created to offer a full range of telecommunication services including voice, broadband, and converged services throughout its serving area. This serving area is currently within the state of Minnesota where the Minnesota Public Utilities Commission (PUC) licenses Jaguar as a regulated telecommunications carrier. Jaguar is a corporation that is in good standing with the State of Minnesota, the Minnesota PUC, and the Federal Communications Commission (FCC).

Jaguar is in a stable financial position and has assets valued at one million five hundred seventy five thousand five hundred sixty eight dollars (\$1,575,568), as of December 31, 2004. The stockholders (owners) are small business owners, farmers, and other small investors from the local communities. The diversity in ownership includes college professors, retired businessmen, factory workers, an elk rancher, company employees, an ex-football player, farmers, and many others. The owners of this company came together with the idea of not only making a profit, but also with the desire and drive to make a better community to live in for both themselves and their neighbors.

The management team, led by Mr. Donny Smith, has worked together previously to create a start-up communications company named Local Link. Local Link was an Internet Service Provider (ISP) that grew from four (4) modems to eight thousand (8,000) customers in less than four (4) years. Local Link was a very successful ISP that ran fifteen (15) consecutive profitable quarters before it was sold in 1999. The current management team has been in place since Jaguar's founding and has been extremely successful in managing their operations to date. Jaguar has grown its customer base from forty-one (41) residential and business subscribers in 1991 to one thousand four hundred ninety eight (1,498) as of the second quarter of 2005.

## SCHEDULE H (CONT.)

## EXECUTIVE SUMMARY

Jaguar is requesting Rural Utilities Service (RUS) funding in the amount of four million six hundred thirty three thousand five hundred ninety six dollars (\$4,633,596) from the Broadband Loan Program in order to expand the existing Jaguar network infrastructure to provide broadband voice, data and video to rural customers in the following communities:

*Albert Lea Township, Owatonna Township, Austin Township, Aurora Township, Blooming Prairie Township, Blooming Prairie city, Stewartville city, Northfield city, Udolpho Township, Lansing Township, Clinton Falls Township, Medford Township, Medford city, Walcott Township, Meriden Township, Woodville Township, Ripley Township, Claremont Township, Claremont city, Ashland Township, Canisteo Township, Kalmar Township, Byron city, Rochester Township, Deerfield Township, Otisco Township, Berlin Township, Ellendale city, Bath Township, Clarks Grove city, Bancroft Township, Geneva Township, Geneva city, Waltham Township, Waltham city, Hayfield Township, Hayfield city, Vernon Township, Rock Dell Township, High Forest Township, Cannon City Township, Bridgewater Township, Somerset Township, Wasioja Township, Dodge Center city, Concord Township, West Concord city, Kenyon city, Kenyon Township, Sargeant city, Sargeant Township, Lyle city, Lyle Township, Hayward city, Hayward Township, Shell Rock Township, Glenville city*

Recent market surveys have shown that broadband connectivity is not available to most residents of the proposed communities from the incumbent Local Exchange Company (LEC), Cable Television (CATV) Company or other competitive provider. The market surveys also show a significant demand for broadband services. The proceeds from this loan will be used for purchasing and installing the necessary hardware, software, and infrastructure to allow for the expansion of Jaguar's services to the aforementioned rural communities. The expanded broadband network will be a combination of fiber, copper, and wireless elements, engineered to efficiently provide both residential and business subscribers with high quality, reliable broadband voice, data and video services at a competitive price. With the exception of engineering services and contract labor to bury and splice the fiber cable, no funds from the loan will be required for normal operating expenses, or for extra labor associated with this project. Jaguar's general operating funds will cover any other labor requirements.

b4

SCHEDULE I  
CREDIT SUPPORT REQUIREMENT

1. Credit Support will be met by the following: (check the applicable box and insert the value for each)

- a.  Cash [REDACTED]
- b.  Net Tangible Assets [REDACTED]
- c.  Licenses \_\_\_\_\_
- d.  Letter of Credit \_\_\_\_\_

2. Has the applicant had a positive Cash Flow as an operating telecommunication company for the previous two calendar years preceding the submission date of this application? (Cash Flow is defined as Cash Provided (Used) By Operating Activities shown in the "Statement of Cash Flows" as required under Generally Accepted Accounting Principles. Cash Flow should be calculated using the "Statement of Cash Flows" included in the Schedule N-3c described as line item "Net Cash Provided (Used) By Operating Activities.")

- Yes
- No

Provide Cash Flow for the past calendar year [REDACTED].

Provide Cash Flow for the second previous calendar year [REDACTED].

Schedule I (Cont.)  
Credit Support Requirement

JAGUAR COMMUNICATIONS, INC.

01/25/2005 11:12 AM

Template Book Asset Detail

46-0453191  
FYE: 12/31/2004

Asset	Property Description	Date In Service	Book Cost	Book Current Depreciation	Book Net Book Value
-------	----------------------	-----------------	-----------	---------------------------	---------------------

b4  
Pages 2-15

**SCHEDULE J  
BOARD RESOLUTION**

**CONFIDENTIAL**

**Jaguar Communications, Inc.**

Board of Directors Meeting  
June 15, 2005 15:22-17:55

Location: 213 South Oak Ave.  
Owatonna, MN 55060

**Meeting Minutes**

Attendees: Donny Smith, Carl Schick, Andy Tanabe, J C Pegg

- Meeting Minutes from the May 29, 2004 meeting were read and approved.
  - Carl moved to approve the minutes as read, J C seconded, Vote - Yes unanimous
- Meeting Minutes from the December 29, 2004 Scholarship Selection Committee were read.
  - There was discussion as to how the selection process takes place and whether to continue the scholarship program.
  - J C made a motion that the Scholarship program be adopted and approved as presented by the committee, (continue indefinitely, see committee reports) Carl seconded, Vote-Yes unanimous
- Financial reports-2005 1Q Profit and Loss and Balance Sheets were presented
  - 1Q was weak, annual expenses in the 1Q included; Olson Thielen about 18K and scholarships of 20K ( for 2004 and 2005 )
  - CABS are still increasing as well as line revenues
  - Started billing of an OC3 this quarter
  - ISP's are down to only 30 % of revenue
  - Carl moved to accept the financial report, Andy seconded, Vote-Yes unanimous
- Old Business
  - Discussion on how receiving of old CABS is going. Believe that almost all has been received except from AT&T. AT&T is equal to about 40 % of what had not been collected
  - Stock options have been completed and are no longer occurring.
  - Discussion on compensation of the officers, no further plans have been brought forward
  - ESOP and ESP are still being looked at
  - The stock buy back program is in place at book value, currently \$ .06 per share
  - Brief discussion on Net Operating Loss, audit showed only about 225K because of belief that we would not be able use all of the retained earnings in time (-575K)
  - Discussion on depreciation, are we depreciating quickly enough or will the equipment be obsolete prior to full depreciation. Both Donny and Carl felt that the equipment would out last the depreciation.
  - Qwest litigation

Page 1

**SCHEDULE J (CONT.)  
BOARD RESOLUTION**

- Discussion on depreciation, are we depreciating quickly enough or will the equipment be obsolete prior to full depreciation. Both Donny and Carl felt that the equipment would out last the depreciation.
- Qwest litigation
- Report on RUS progress, expect a final presentation in early July 2005, things are wrapping up. Donny asked for the opportunity to present a run through of the presentation for any board members who are interested during the last week of June, or when completed
- Andy presented the By-Laws that have never been approved for action by the board. Discussion took place and a motion was made. J C Pegg made the motion to accept the By-Laws as presented by Andy with a one word change in Article 3.4 ( change the word aggregate to combined ) and in doing so the board as a whole ratifies and adopts all prior acts of the corporation, its promoters, its original directors, and all titled officers. Andy seconded, Vote-Yes unanimous.
- **New Business**
  - J C moved that Bob Fenlason act as secretary "protem" for the meeting, Carl seconded, Vote-Yes unanimous
  - J C made the following resolution. Be it resolved that this corporation set and establish the sum of \$ 20,000,000.00 as the maximum authorized debt limit of this corporation. According to the By-Laws the "President" is authorized to obligate the corporation and its assets to the full maximum allowed debt as set forth above. Andy seconded, Vote-Yes unanimous
  - The need for a regular board meeting schedule was brought up. The result was that the board would meet once a quarter on the 2<sup>nd</sup> Wednesday of the following months (March, June September, and December)
  - Donny gave the board a update on a meeting he had with a group of individuals from "Greater Minnesota Synergy" This group is burying gas-lines and has also placed an empty conduit which could have fiber blown through it. They currently have approximately 4000 customers and are looking for a partner to supply the fiber. The board recommended that Donny continue meeting with this group. A second meeting will take place the week of June 27<sup>th</sup>.
  - Discussion took place about employee benefits. The board assigned Andy to look into other options for health insurance with different liability options. The board also assigned Carl and Bob to determine the costs of setting up a 401K with Fidelity and report back.
  - Andy was assigned to look into the possibility of us becoming a "ETC" member to help out our low income customers, and also join the "MTA" association
- J C moved that the meeting be adjourned, Donny seconded, Vote-Yes unanimous at 17:55

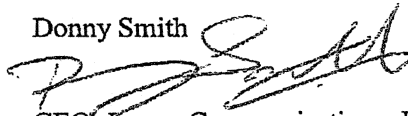
**SCHEDULE J (CONT.)**

**LETTER APPROVING LOAN LIMIT**



Letter approving Loan Limit

I, Donny Smith, CEO of Jaguar Communications, having the proper authority to make contractual commitments for loans that encumber Jaguar Communications, Inc., a Minnesota corporation in good standing with the state of Minnesota, do hereby approve the RUS loan applied for under package number, 23-532-A, up to \$5,000,000 on the 29<sup>th</sup> day of August, 2005.

Donny Smith  
  
CEO, Jaguar Communications, Inc.