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May 27, 2020

Nessel Township
49205 Acacia Trail
Stanchfield, MN 55080

Attention:
Branden Mell

Re: Addresses associated with the CenturyLink/Nessel/MN DEED Broadband Service Expansion Project and with Midcontinent Communications

Dear Branden:

It is CenturyLink's expectation that Nessel Township involves approximately 1000 street addresses. In partnership with the Town and MN DEED, CenturyLink plans to construct state-of-the-art networking throughout the Township such that a Nessel resident or business could be supplied fiber-optic-based service upon request. CenturyLink accepts that approximately 12% of Nessel Township's addresses (~120 addresses) could have been supplied high-speed access to the internet by Midcontinent Communications at the time when the project was planned. Persons at those addresses will eventually have the option to purchase service from either Midcontinent or CenturyLink. CenturyLink will not ask either the State or the Township to pay for any portion of CenturyLink's cost to provide service to any of these addresses. What follows are the estimated costs associated with the project.

Originally estimated Total *Eligible* Project Cost is \$5,525,167. The State Grant is \$1,657,550 which is 30% of the Total Eligible Project cost. The CenturyLink match is \$2,486,325 which is 45% of the Total Eligible Project cost. The Nessel Township share is \$1,381,292 which is 25% of the Total Eligible Project cost. At the time when the project concludes, if actual eligible cost exceeds the estimate, then CenturyLink pays the overage. At the time when the project concludes, if actual eligible cost is less than the estimated eligible cost, then the parties pay only their percentage share of the eligible cost. In either case, the cost associated with CenturyLink construction necessary to offer service to customers who could also purchase service from Midcontinent will be excluded from calculation of eligible cost. Unless unforeseen issues arise that qualify as

Nessel Township

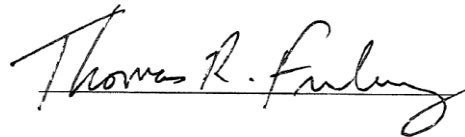
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approved Eligible Project Costs, the final Total Eligible Project Cost will be ten to fifteen percent less than the originally estimated Total Eligible Project Cost. See Exhibit A of the Business Subsidy Agreement for further detail.

Based upon prior experience with similar projects in Fish Lake Township and Sunrise Township, CenturyLink is optimistic in predicting that this partnership will produce very important benefits for Nessel Township residents and businesses for years to come. We trust that you agree.

Respectfully submitted,

A handwritten signature in black ink that reads "Thomas R. Freeberg". The signature is written in a cursive style with a horizontal line underneath the name.

Thomas Freeberg

BUSINESS SUBSIDY AGREEMENT

Dated as of June __, 2020

between

NESSEL TOWNSHIP, MINNESOTA

and

QWEST CORPORATION, d/b/a/ CENTURY LINK QC

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BUSINESS SUBSIDY AGREEMENT

THIS BUSINESS SUBSIDY AGREEMENT, made as of the __ day of June, 2020, between NESSEL TOWNSHIP, MINNESOTA, a political subdivision under the laws of the State of Minnesota (as more particularly defined herein, the “Town”), and QWEST CORPORATION, a Colorado corporation, d/b/a Century Link QC (as more particularly defined herein, the “Company”),

WITNESSETH:

WHEREAS, the Company is arranging for the construction and installation of a “fiber-to-the-user” broadband communications network and related facilities (as more fully described herein, the “Project Facilities”) within the jurisdiction of the Town;

WHEREAS, the Town has held a duly-noticed public hearing on June __, 2020, pursuant to the provisions of Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Law”), in connection with the abatement of certain property taxes for a period of up to 15 years on various properties in the Town, as described in the resolution approving such tax abatements adopted by the Town Board following the public hearing (the “Abatement Resolution”); and

WHEREAS, the Town proposes to issue its \$1,381,292 General Obligation Tax Abatement Bonds, Series 2021A (the “Bonds”) under the provisions of the Abatement Law and Minnesota Statutes, Chapter 475 to provide a portion of the financing for the Project Facilities, as further provided herein;

WHEREAS, the Town has agreed to provide the Net Proceeds of the Bonds (as defined herein) to the Company; and

WHEREAS, the Town believes that the development and construction of the Project Facilities and fulfillment of this Agreement are vital and are in the best interests of the Town, will result in preservation and enhancement of the tax base, will help to provide communications infrastructure and thus provide services to Town residents, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project Facilities are being undertaken and assisted; and

WHEREAS, the Company has received a “Border-to-Border Broadband Development Grant” to provide financing with respect to the Project Facilities (as more particularly described herein, the “Broadband Grant”), pursuant to that certain Grant Agreement dated as of even date herewith, by and between the Company and DEED (as defined herein) (the “Grant Agreement”);

WHEREAS, pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), the Town is authorized to grant business subsidies to facilitate development within its jurisdiction and the State of Minnesota (the “State”);

WHEREAS, the Town has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act, after a public hearing for which notice was duly published; and

WHEREAS, the parties have negotiated this Agreement as a subsidy agreement under the Business Subsidy Act.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Article I and any other capitalized terms defined in the recitals and succeeding Articles of this Agreement shall, for all purposes of this Agreement and of any agreement supplemental hereto, have the meanings herein specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined:

“Affiliate” means a person who is directly controlling or controlled by or under direct or common control with the Company; “control” means the power to direct management and policies, directly or indirectly, whether through ownership, by contract, or otherwise.

“Agreement” means this Business Subsidy Agreement.

“Authorized Company Representative” means any person at the time designated to act on behalf of the Company.

“Bond Fund” means the fund to be established pursuant to the Bond Resolution.

“Bond Resolution” means the resolution awarding the sale of the Bonds, to be adopted by the Town subject to the terms and conditions of this Agreement.

“Bonds” has the meaning set forth in the Recitals.

“Broadband Grant” means the Minnesota Broadband Grant in the amount of \$1,657,550 from DEED pursuant to the Grant Agreement.

“Broadband Services” means telecommunication services, including internet access, cable television and telephone to be provided by the Company through the Project Facilities.

“Business Subsidy Act” has the meaning given such term in the Recitals.

“Certificate” means a certification in writing required or permitted by the provisions of the Grant Agreement signed and delivered to the Town or other proper person or persons.

“Company” means Qwest Corporation, a Colorado corporation, dba Century Link QC, its successors and assigns.

“Completion Date” means the date of completion of the Project Facilities or any portion thereof, established as provided in Section 3.05.

“DEED” means Minnesota Department of Employment and Economic Development.

“Default” means default by the Company in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Agreement, exclusive of any

notice or period of grace required for a default to constitute an “Event of Default” as described in Section 7.01 of this Agreement.

“Event of Default” means an Event of Default described in Section 7.01 of this Agreement which has not been cured.

“Grant Agreement” has the meaning given such term in the Recitals.

“Net Proceeds of the Bonds” means \$1,381,292 (25% of \$5,525,167).

“Permitted Encumbrances” As of any particular time: (i) liens for taxes and assessments not then delinquent, (ii) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, (iii) utility, access, and other easements and rights-of-way, restrictions, and exceptions existing as of the date hereof, (iv) such minor defects, irregularities, encumbrances, easements, rights-of-way, and clouds on title as normally exist with respect to similar property and do not in the aggregate materially impair the property affected thereby for the purposes for which it was acquired, and (v) building, zoning, and subdivision laws.

“Project Budget” means the total sources and uses for the Project Facilities as set forth on Exhibit B attached hereto.

“Project Costs” means those costs of the Project Facilities set forth on the Project Budget.

“Project Facilities” means all properties and assets, real and personal and tangible and intangible, of the Company now or hereafter existing, used for or pertaining to the System owned or operated by the Company to provide video, voice and data services to customers in the Service Area, as further described in Section 1.03.

“Project Fund” means the fund to be established pursuant to the Bond Resolution.

“Service Area” means the geographic service area of the System as further described in Exhibit A.

“Subsidy” means the Net Proceeds of the Bonds.

“System” means the “fiber-to-the-user” broadband communications network and related facilities to be owned and operated by the Company to provide Broadband Services in the Service Area.

“Town” means Nessel Township, Minnesota, its successors and assigns.

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of war, terrorism, strikes, other labor troubles, fire or other casualty to the Project Facilities, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the Town in exercising its rights under this Agreement) which directly result in delays. Unavoidable Delays shall not include delays in the

Company's obtaining of permits or governmental approvals necessary to enable construction of the Project Facilities by the dates such construction is required under Section 3.01 of this Agreement, unless (a) the Company has timely filed any application and materials required by the applicable governmental unit for such permit or approvals, and (b) the delay is beyond the reasonable control of the Company.

Section 1.02 Characteristics of Certificate. Every certificate with respect to compliance with a condition or covenant provided for in this Agreement, shall include: (i) a statement that the person or persons making such certificate or opinion have read such covenant or condition and the definitions herein relating thereto; (ii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iii) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Section 1.03 Description of Project Facilities. The proceeds of the Subsidy will be applied to finance a portion of the Project Costs, including the construction and installation of broadband infrastructure to provide access to broadband service to approximately 1000 service addresses in Nessel Township as outlined in the Grant Application (Exhibit B to the Grant Agreement) with capability of at least 100 megabits per second download and 100 megabits per second upload (construction of broadband infrastructure may include any of the following: project planning; obtaining construction permits; construction of facilities, including construction of both "middle mile" and "last mile" infrastructure; equipment (including fiber); and installation and testing of the broadband service and related facilities).

Section 1.04 Additional Provisions as to Interpretation. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not any particular Article, Section or subdivision hereof.

Section 1.05 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of Minnesota.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01 Representations by the Town. The Town makes the following representations as the basis for its undertakings herein:

- (a) The Town is a political subdivision of the State.
- (b) The execution and delivery of this Agreement, the performance of all covenants and agreements of the Town contained in this Agreement are fully authorized and have been duly and validly authorized by resolutions of the Board, duly adopted at a meeting of the Board duly called and held, by the requisite vote of its members.
- (c) Subject to performance by the Company of its obligations under this Agreement, the Town proposes to issue the Bonds as provided in this Agreement and the Town has agreed to use the proceeds thereof to finance the Project Facilities as provided in this Agreement.
- (d) There is no litigation pending or, to the best of its knowledge, threatened against the Town relating to the Project Facilities, the Bonds or the pledge of tax abatements and the levy of taxes for the payment of the Bonds and the interest thereon, or this Agreement or questioning the powers or authority of the Town under the Abatement Law, or questioning the corporate existence or boundaries of the Town or the title of any of the present officers of the Town to their respective offices.
- (e) The execution, delivery and performance of this Agreement does not violate any agreement or any court order or judgment in any litigation to which the Town is a party or by which it is bound.
- (f) No board member of the Town and no other elected or appointed official who is authorized to take part in the making of this Agreement or the issuance of the Bonds, is directly or indirectly interested in this Agreement, the Bonds, the Project Facilities, or any contract, agreement or job hereby contemplated to be entered into or undertaken for completion of the Project Facilities.

Section 2.02 Representations, Warranties and Covenants by the Company. The Company makes the following representations and covenants:

- (a) The Company is authorized to conduct business in the State of Minnesota, and the Company has full power and authority to undertake its actions and responsibilities as contemplated by this Agreement.
- (b) The Company reasonably expects that it will own and operate the Project Facilities from the date hereof to the final maturity date of the Bonds. Where new homes are subsequently developed (not listed on Exhibit A), the Company will coordinate construction directly with the land developer using similar technology as is used throughout the Township.

(c) The execution and delivery of this Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which the Company is a party or by which it is bound, or violate any law, regulation or order of the United States or the State of Minnesota or political subdivision thereof, or any court order or judgment in any proceeding to which the Company is or was a party or by which it is bound.

(d) The Subsidy together with the funds to be contributed to the Project Facilities by the Company will be sufficient to pay all costs to be incurred by the Company in order to complete with the Project Facilities in accordance with the terms and conditions of this Agreement and Grant Agreement.

(e) There is no litigation pending, or to the best of its knowledge threatened, against the Company affecting its ability to carry out the terms of this Agreement.

(f) To the best of the Company's knowledge and belief, no commissioner or other officer or employee of the Town is directly or indirectly interested in this Agreement, the Project Facilities or any contract, agreement or job hereby contemplated to be entered into or undertaken.

(g) The Company covenants that it will not use or permit the use of the Project Facilities in a manner that causes interest on the Bonds to be includable in gross income for purposes of federal income tax under the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants that it will take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income for purposes of federal income taxation under the Code.

ARTICLE III

COMPLETION OF PROJECT FACILITIES

Section 3.01 Agreement to Construct the Project Facilities. The Company agrees that it will install and construct the Project Facilities in accordance with the requirements of DEED, as provided in the Grant Agreement. Construction and installation shall begin no sooner than June 15, 2020 and shall be substantially completed on or before June 30, 2022; provided, however, if the progress of acquisition, construction and installation is delayed at any time by Unavoidable Delays, then the Completion Date shall be extended for such reasonable time as may be mutually agreed to in writing by and among the Company, DEED and the Township. If the Company desires to make any material change in the construction plans for the Project Facilities or any component thereof, except in accordance with the Grant Agreement and as described herein, the Company shall submit the proposed change to the Town for its approval contemporaneously with submission to DEED pursuant to the Grant Agreement. No changes shall be made which would delete from the Project Facilities any essential characteristics of the System, and after such changes, the Project Facilities shall continue to constitute a System to provide Broadband Services to customers within the Service Area.

Section 3.02 Application of the Bond Proceeds and Other Funds. The Company shall notify the Town when it has commenced construction of the Project Facilities, whereupon the Town shall promptly issue the Bonds and shall deposit the Net Proceeds of the Bonds in the Project Fund.

Section 3.03 Advance from the Project Fund; Broadband Grant. The Town hereby authorizes the use of the Subsidy to reimburse the Company for the Project Costs upon satisfaction of the conditions set forth in this Section 3.03. If, as of any date on which principal of or interest on the Bonds is due, the Company has not met the conditions for disbursement set forth in this Section 3.03, the Town may transfer funds from the Project Fund to the Bond Fund in an amount sufficient to pay principal and interest then due and owing on the Bonds. Subject to the preceding sentence, the Net Proceeds of the Bonds on deposit in the Project Fund shall be used to pay Project Costs in accordance with the terms and subject to the conditions set forth in this Agreement.

The obligation of the Town to advance the proceeds of the Subsidy from the Project Fund to the Company shall be subject to the conditions precedent that (i) the Company shall be in compliance with the terms and conditions of this Agreement and (ii) the Town and the Company shall have received all of the following (the “Disbursement Conditions”):

- (a) Executed counterparts of this Agreement;
- (b) An executed copy of the Grant Agreement;
- (c) A Certificate signed by the Authorized Company Representative stating the Project Facilities have been completed; and
- (d) A certification provided by DEED pursuant to the Grant Agreement confirming that the services or other conditions required for payment under the Grant Agreement have been satisfied.

The Town shall disburse the Subsidy to the Company in full within fifteen (15) days of satisfaction of the Disbursement Conditions as demonstrated by DEED certification. The proceeds of the Subsidy shall be payable to the Company via bank-to-bank electronic funds transfer (Automatic Clearinghouse, ACH). The Company shall deliver ACH instructions to the Town at the time when payment is due. If the Disbursement Conditions are not met within five (5) years of the date hereof, any undisbursed portion of the Subsidy shall be retained by the Town.

Section 3.04 Obligation to Furnish Documents to the Town. The Company agrees to furnish to the Town the documents referred to in Section 3.03 hereof and any other provision of this Agreement requiring additional documentation.

Section 3.05 Completion Date. The Completion Date for the Project Facilities shall be the date on which all of the Disbursement Conditions have been satisfied.

Section 3.06 Payment of Project Costs in Event Subsidy Insufficient. In the event the Subsidy is insufficient to pay the Project Costs in full, the Company agrees to pay the remaining

Project Costs. The Town does not make any warranty, either express or implied, that the Subsidy will be sufficient to pay all Project Costs incurred by the Company.

Section 3.07 Title to the Project Facilities. The Town acknowledges and agrees that as between the Town and the Company, the Company or an Affiliate will hold title to or an interest in the Project Facilities and the Company or an Affiliate shall be entitled to sole and exclusive possession thereof and neither the Town nor any holder of the Bonds shall be entitled to or have a security interest in the Project Facilities or in the Company's or any Affiliate's title thereto or interest therein.

Section 3.08 Business Subsidy Agreement.

The provisions of this Section constitute the "business subsidy agreement" for the purposes of the Business Subsidy Act.

(a) *General Terms*. The parties agree and represent to each other as follows:

(i) The subsidy provided to the Company consists of the Net Proceeds of the Bonds. The parties agree that the "Benefit Date" of the assistance provided in this Agreement is the date of issuance of the Bonds.

(ii) The public purposes of the subsidy are to facilitate the construction and installation of the Project Facilities, thereby providing broadband infrastructure and the resulting access to services for Town residents and increasing the tax base of the Town and the State.

(iii) The goals for the subsidy are to construct the Project Facilities and to maintain the Project Facilities as defined in this Agreement (a "Qualified Facility") for at least five years after the Benefit Date.

(iv) If the goals described in clause (iii) are not met, the Company must make the payments to the Town described in Section 3.08(c).

(v) The subsidy is needed to provide financing for construction of the Project Facilities.

(vi) The Company must continue to maintain the Project Facilities as a Qualified Facility for at least five years after the Benefit Date.

(vii) The Company does not have a parent corporation.

(viii) The Company has received additional financial assistance from DEED, a "grantor" as defined in the Business Subsidy Act, in connection with the Project Facilities, in the form of the Grant Agreement.

(b) *Job and Wage Goals.* In accordance with Section 116J.994, subdivision 4 of the Business Subsidy Act, the Town has determined after a public hearing that the creation or retention of jobs is not the goal of the business subsidy provided under this Agreement. Accordingly, the wage and job goals are set at zero.

(c) *Remedies.* If the Company fails to maintain the facility as a Qualified Facility as described in Section 3.08(a)(iii), then the Town may exercise any of the remedies provided in Article VII hereof. Nothing in this Section shall be construed to limit the Town's remedies under Article VII hereof. In addition to any remedy available to the Town for failure to meet the goals stated in Section 3.08(a)(iii), the Company agrees and understands that it may not receive a business subsidy from the Town or any grantor (as defined in the Business Subsidy Act) for a period of five years from the date of the failure or until the Company satisfies its obligations under this Section, whichever occurs first.

(d) *Reports.* The Company must submit to the Town a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2021 and continuing until the later of (i) the date the goals stated Section 3.08(a)(iii) are met; or (ii) 30 days after expiration of the period described in Section 3.08(a)(vi). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The Town will provide information to the Company regarding the required forms. If the Company fails to timely file any report required under this Section, the Town will mail the Company a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Company fails to provide a report, the Company must pay to the Town a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

ARTICLE IV

INTENTIONALLY OMITTED

ARTICLE V

PROJECT FACILITIES

Section 5.01 Use of Project Facilities. The Company will use the Project Facilities only in furtherance of its lawful purposes and will cause the Project Facilities to be used and operated as a facility for providing Broadband Services in the Service Area. As further provided in Section 5.05, the Company may make changes in the Project Facilities at any time; provided that no changes will be made which would delete from the Project Facilities any essential characteristics of the Project Facilities as they currently exist nor which would materially and adversely affect the total operating unity and efficiency or capacity of the Project Facilities to provide Broadband Services within the boundaries of the Service Area.

The Company will not use or permit any person to use the Project Facilities for any use or purpose in violation of the laws of the United States, the State of Minnesota, the Franchise Agreement or any ordinance of the Town, and agrees to comply with all the orders, rules, regulations and requirements of the officers or boards of the Town, the State or any other governmental authority having jurisdiction over the Project Facilities. The Company shall have

the right to contest by appropriate legal proceedings, without cost or expense to the Town or the Town, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to.

Section 5.02 Maintenance and Possession of Project Facilities by the Company. During the period the Bonds are outstanding, the Company will keep or cause to be kept the Project Facilities in good repair and good operating condition at its own cost, making such repairs and replacements as are necessary in the judgment of the Company. The Company represents that it has no present intention to sell, lease or otherwise dispose of the Project Facilities (other than disposal of obsolete or worn Project Facilities in the ordinary course of the Company's operations).

Section 5.03 Liens. The Company will pay or cause to be paid all other charges arising from the construction, installation and operation of the Project Facilities which, if unpaid, would become a lien on the Project Facilities and will not permit any lien or encumbrance except Permitted Encumbrances to be established or to remain unsatisfied against the Project Facilities, including any mechanics' liens; provided, however, the Company may in good faith contest any mechanics' or other liens filed or established against the Project Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 5.04 Taxes and Other Governmental Charges. The Company will pay or cause to be paid, as the same respectively become due, any taxes, special assessments, license fees and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the operations at the Project Facilities, or any improvements, equipment or related property installed or brought by the Company therein or thereon, or this Agreement or the interest of the Town therein. The Company may, at its expense, in good faith contest any such taxes, assessments, license fees and other governmental charges and, in the event of any such contest, may permit the taxes, assessments, license fees or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Town shall notify the Company that by nonpayment of any such items, the Project Facilities or any part thereof, or the revenue therefrom, will be subject to loss or forfeiture, in which event such taxes, assessments, license fees or charges shall be paid promptly.

Section 5.05 Alterations to Project Facilities. The Company shall continue to have the privilege from time to time at its cost and expense, of remodeling and of making additions, modifications, alterations, improvements and changes (hereinafter collectively referred to as "alterations") in or to the Project Facilities as it, in its discretion, may deem to be desirable for its uses and purposes, subject, however, to the following:

- (a) All alterations shall become a part of the Project Facilities;
- (b) The alterations shall not substantially impair the structural strength, utility or market value thereof or significantly alter the character or purpose or detract from the value or operating efficiency of the Project Facilities, and, in the event that the cost of such alterations exceeds \$1,000,000 in the aggregate, the Company shall have delivered to the Town a Certificate of the Authorized Company Representative to such effect; and

(c) The alterations shall not significantly impair the revenue producing capacity of the Project Facilities,

In the event that the cost of such alterations exceeds \$1,000,000 in the aggregate, the Company shall have delivered to the Town (i) a Certificate of the Authorized Company Representative that such alterations meet the requirements of this Section and (ii) if requested by the Town, a Certificate executed by DEED approving the proposed alterations pursuant to the Grant Agreement.

All work in connection with any alterations shall be done promptly and in good workmanlike manner and in compliance with the building and zoning laws of the governmental subdivisions wherein the Project Facilities are situated, and with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and shall not violate the provisions of any policy of insurance covering the Project Facilities; and the work shall be prosecuted with reasonable dispatch, unavoidable delays excepted.

Section 5.06 Installation of Equipment. The Company may at any time and from time to time, in its sole discretion and at its own expense, install items of movable machinery, equipment or other property in or upon the Project Facilities in addition to that acquired from the proceeds of the Subsidy. All such items shall remain the sole property of the Company, in which the Town shall have no interest, and may be modified or removed by the Company at any time while such items are not needed for the continuance of the operation of the Project Facilities, provided that the Company shall repair and restore any and all damage to the Project Facilities resulting from the installation, modification or removal of any such items. Nothing in this Agreement shall prevent the Company from purchasing items to be installed pursuant to this Section 5.06 under a conditional sale or lease-purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any other part of the Project Facilities.

Section 5.07 Removal of Project Equipment. If no Event of Default has occurred and then exists, the Company shall have the right to remove Project Equipment from the Project Facilities, as follows:

(a) The Company shall have the privilege from time to time of substituting equipment and related property for any Project Equipment, provided that the effect of such substitution shall not be to materially impair the character or revenue producing significance of the Project Facilities.

(b) The Company shall also have the privilege of removing any Project Equipment without substitution therefor, provided that such removal shall not materially impair the character or revenue producing significance or value of the Project Facilities.

In the event any removal of equipment under this Section causes damage to buildings or road right-of-ways, the Company shall restore or repair such damage at its expense. The Town shall execute and deliver such releases or other documents (if any) requested by the Company in connection with any action taken by the Company pursuant to this Section.

Section 5.08 Reserved.

Section 5.09 Insurance. The Company shall maintain, or cause to be maintained, at its cost and expense, insurance as follows:

(a) Insurance against loss and/or damage to the Project Facilities under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) builder's risk during construction, fire and extended coverage in an amount not less than the full insurable replacement value of the Project Facilities. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise. The term "full insurable replacement value" shall mean the actual replacement cost of the Project Facilities (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment. Subject to the lien of any senior mortgage, all policies evidencing insurance required by this subparagraph (a) with respect to the Project Facilities shall be carried in the names of the Company and include the Town as loss payee as its interests may appear.

(b) Comprehensive general public liability insurance, including personal Injury liability, and, if the Company owns or leases any automobiles, automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000, for public liability not arising from ownership or operation of automobiles (or other motor vehicles) and shall be endorsed to show the Town as an additional insured.

(c) Business interruption insurance covering actual losses in gross operating earnings of the Company resulting directly from necessary interruption of business caused by damage to or destruction resulting from: fire and lightning; accident to a fired-pressure vessel or machinery; and other perils, including windstorm and hail, explosion, civil commotion, aircraft and vehicles, sprinkler leakage, smoke, vandalism and malicious mischief, and accident, to real or personal property constituting part of the Project Facilities, less charges and expenses which do not necessarily continue during the interruption of business, for such length of time as may be required with the exercise of due diligence and dispatch to rebuild, repair or replace such properties as have been damaged or destroyed, with limits equal to at least the sum of 12 months' operating expenses of the Project Facilities.

(d) Such other insurance, including workers' compensation insurance respecting all employees of the Company, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Company may be self-insured with respect to all or any part of its liability for workers' compensation.

All insurance required in this Section shall be taken out and maintained in responsible insurance companies selected by the Company which are authorized under the laws of Minnesota to assume the risks covered thereby. The Company will deposit annually with the Town a

Certificate that states the insurance the Company carries for the Project Facilities is in force and effect.

Section 5.10 Damage or Destruction. The Company agrees to notify the Town immediately in the case of damage to the Project Facilities exceeding \$1,000,000 in amount to, or destruction of, the Project Facilities or any portion thereof resulting from fire or other casualty. In the event that any such damage or destruction does not exceed \$1,000,000, the Company shall forthwith repair, reconstruct and restore the Project Facilities to substantially the same or an improved condition or value as existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Company will apply the net proceeds of any insurance relating to such damage received by the Company to the payment or reimbursement of the costs thereof. Net proceeds of any insurance relating to such damage up to \$1,000,000 shall be paid directly to the Company and any amounts in excess thereof shall be deposited with the Town, subject to the liens of any outstanding debt.

In the event the Project Facilities or any portion thereof is destroyed by fire or other casualty and the damage or destruction is estimated to exceed \$1,000,000, then the Company shall within 90 days after such damage or destruction elect one of the following two options by written notice of such election to the Town:

(a) Option A - Repair and Restoration. The Company may elect to repair, reconstruct and restore the damaged Project Facilities. In such event, the Company shall proceed forthwith to repair, reconstruct and restore the damaged or destroyed Project Facilities to substantially the same condition or value as existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Company will apply the net proceeds of any insurance relating to such damage or destruction received by the Company to the payment or reimbursement of the costs thereof. So long as no Default exists, any net proceeds of insurance relating to such damage or destruction received by the Town shall be released from time to time by the Town to the Company upon the receipt of:

(i) Certificate of the Authorized Company Representative specifying the expenditures made or to be made or the indebtedness incurred in connection with such repair, reconstruction and restoration and stating that such net proceeds, together with any other moneys legally available for such purposes, will be sufficient to complete such repair, reconstruction and restoration; and

(ii) The written approval of such Certificate by DEED.

In the event the Company shall elect this Option A, the Company shall complete the repair, reconstruction and restoration of the Project Facilities, whether or not the net proceeds of insurance received by the Company for such purposes are sufficient to pay for the same. Net proceeds not required for the repair, reconstruction and restoration of the Project Facilities may be applied to the prepayment of the Bonds or used for such other purpose as the Company determines.

(b) Option B – Return of Net Proceeds. In the event that the Company shall determine that it is not practical or desirable to rebuild, repair or restore the Project Facilities, the Company

shall deliver to the Town any net proceeds received by the Company in an amount not to exceed the total Subsidy amount. Any such net proceeds paid to the Town shall be applied to such redemption of the Bonds at the earliest possible date. If the Bonds have been fully paid and all obligations of the Company hereunder have been paid or provided for, all net proceeds shall be paid to the Company.

Section 5.11 Condemnation. If the Project Facilities or any material portion thereof is condemned or taken for any public or quasi-public use and title thereto vests in the party condemning or taking the same, the Company, subject to the liens of any outstanding debt, hereby irrevocably assigns to the Town all of its right, title and interest in and to any Net Proceeds of any award, compensation or damages (hereinafter referred to as an “award”), payable in connection with any such condemnation or taking. In the event of any such condemnation or taking which results in the Project Facilities becoming unavailable for use by more than twenty-five percent (25%) of the Services Area for a period of sixty (60) consecutive days, the Company shall, within ninety (90) days after the date on which the Net Proceeds are finally determined, elect to use the net proceeds of the award made in connection with such condemnation or taking for additions, repairs and improvements to the Project Facilities. In such event, so long as no Default exists, the Company shall have the right to receive such net proceeds from the Town from time to time upon receipt by the Town of a Certificate of an Authorized Company Representative specifying the expenditures made or to be made or the indebtedness incurred in connection with such repairs and improvements and stating that such net proceeds, together with any of the moneys legally available for such purposes, will be sufficient to complete such repairs and improvements. The Company agrees to apply any such net proceeds so received solely to the purposes specified in such Certificate. Net proceeds not required for the repairs and improvements may be used for such purpose(s) as the Company determines.

ARTICLE VI

SPECIAL COVENANTS

Section 6.01 No Warranty of Condition or Suitability; Indemnification. The Town makes no warranty, either express or implied, as to the design or capacity of the Project Facilities, as to the suitability for operation of the Project Facilities, or that they will be suitable for the Company’s purposes or needs. The Company releases the Town from, agree that the Town shall not be liable for, and agree to hold the Town, its Board, and its officers, employees and agents, harmless against, any claim, cause of action, suit or liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project Facilities or the use thereof, except for such claims, actions, damages, liabilities, losses or other costs or expenses resulting from the gross negligence or willful misconduct of the Town, its employees or officials.

The Company further agrees to indemnify and hold harmless the Town, its officers and employees, against any and all losses, claims, damages or liability to which the Town, its officers and employees, may become subject under any law in connection with the Subsidy and the carrying out of the transactions contemplated by this Agreement, except to the extent such losses, claims, damages or liabilities are caused by (directly or indirectly) the gross negligence or willful

misconduct of the Town, its officers or its employees. The Town agrees, at the request and expense of the Company, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to the Town. The provisions of this Section shall survive the payment and redemption of the Bonds.

Section 6.02 Reserved.

Section 6.03 Records and Inspection. During the term of this Agreement, Company shall maintain copies of federal, state, municipal and other licenses and permits obtained by the Company relating to the operation of the Project Facilities and all other documents, reports and records required by any provision of this Agreement or by law relating to the Project Facilities. The Town shall have the right to inspect all such materials, except any materials made private or confidential by federal or state law or regulation, and the Project Facilities at all reasonable times and to make such copies and extracts as it may desire. At the written request of the Town, the Company shall furnish to the Town, at the Company's expense, a copy of any such materials which are required by the Town in the performance of its duties under this Agreement and the Bond Resolution.

Section 6.04 Assignments. Except as otherwise provided in Sections 5.02 and 6.03 hereof, the interests and obligations of the Company under this Agreement are nonassignable and shall not be assigned except to any Affiliate of the Company or to a trustee in bankruptcy or similar officer pursuant to the Bankruptcy Code or similar law.

Section 6.05 Observance of Bond Resolution Covenants and Terms. The Company will perform its obligations hereunder and in connection with the Grant Agreement, using commercially reasonable efforts, such that the Town may observe and perform, all the conditions, covenants and requirements of the Bond Resolution.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Events of Default. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever used in this Agreement, anyone or more of the following events:

(a) If the Company the Company sells or otherwise disposes of the Project Facilities in violation of Section 5.02; or

(b) If the Company shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in this Agreement on the part of the Company to be performed, and such Default shall have continued for a period of sixty (60) days after written notice specifying such Default and requiring the same to be remedied shall have been given to the Company by the Town, or such longer period of time as may be reasonable necessary to remedy such Default; or

(c) If any representation or warranty of the Company made herein or in any report, certificate or financial statement provided by the Company in connection with this Agreement shall prove to be false or misleading in any material respect; or

(d) If either of the Company file a petition in voluntary bankruptcy, for the composition of its affairs or for its reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or consents in writing to the appointment of a trustee or receiver for itself or for the whole or any substantial part of its property; or

(e) If a court of competent jurisdiction shall enter an order, judgment or decree declaring the Company an insolvent, or adjudging the Company bankrupt, or appointing a trustee or receiver of the Company or of the whole or any substantial part of the property of the Company under any applicable law or statute of the United States of America or any State thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof; or

(f) If any act or omission of the Company results in a determination by the Internal Revenue Service that the interest on the Bonds is not excludable from gross income for purposes of federal income taxation under the Code.

The provisions of this Section are subject to the following limitations: (1) If by reason of force majeure the Company is unable in whole or in part to carry out its agreements contained herein, the Company shall not be deemed in default during the continuance of such disability. The term "force majeure" as used herein includes but is not limited to the following: acts of God; strikes, lockouts or other employee disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Minnesota or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes, storms; floods; washouts; droughts; arrests; civil disturbances; explosions, breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company; and (2) If the Default can be remedied but not within a period of sixty (60) days after notice and if the Company has taken all action reasonably possible to remedy such Default within such sixty (60) day period, the Default shall not become an Event of Default for so long as the Company shall diligently proceed to remedy such Default and taking into account any directions or limitations of time reasonably requested by the Town. The Company agrees, however, to use its best efforts to remedy with all reasonable dispatch any cause or causes preventing the Company from carrying out its agreements.

Section 7.02 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Town may take whatever action in law or in equity which appears necessary or desirable to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement in accordance with the provisions hereof.

Any amounts collected by the Town pursuant to action taken under the foregoing paragraphs shall be applied first to the payment of accrued interest on the Bonds, then to the

outstanding principal amount of the Bonds, and thereafter to any other amounts due under this Agreement.

Section 7.03 Remedies Cumulative, Delay Not to Constitute Waiver. No remedy conferred upon or reserved to the Town, or a receiver by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Town, or a receiver to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to a particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.04 Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default shall occur under this Agreement, and the Town, or a receiver should employ attorneys or incur other expenses for the collection of payments due or to become due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Company contained in this Agreement, the Company agrees that it will on demand therefor reimburse the reasonable fee of such attorneys and such other expenses so incurred.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in any Fund maintained by the Town under the Bond Resolution after payment in full of the Bonds and any additional amounts payable to the Town and fees, charges and expenses of any paying agents and all other amounts required to be paid under the Bond Resolution, shall belong to the Town.

Section 8.02 Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when delivered personally or mailed by either certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To the Town

Nessel Township, Minnesota
49205 Acacia Trail
Stanchfield, MN 55080
Attention: Nessel Township Clerk

With a copy to Robert T. Ruppe
Couri & Ruppe, P.L.L.P.
705 Central Avenue East
St. Michael, MN 55376

To the Company Century Link QC
200 South 5th Street, Room 2200
Minneapolis, MN 55402
Attention: Jason Topp

The Company and the Town, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 8.03 Reference to Bonds Ineffective after Bonds Paid. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution) and all fees and expenses of any disclosure agents or paying agents of the Bonds, all references in this Agreement to the Bonds shall be ineffective and no Holders of any of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have heretofore vested.

Section 8.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Town, the Company and their respective successors, heirs and assigns, and subject to the further limitation that any obligation of the Town created by or arising out of this Agreement shall not be a general debt of the Town but shall be payable solely out of the proceeds derived from this Agreement or the sale of the Bonds.

Section 8.05 Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated except in writing by the Town and the Company.

Section 8.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Section 8.07 Severability. In case any section or provision of this Agreement, or in case any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable by reason of any law, or actions thereunder, such illegality or invalidity or inoperability shall not affect this remainder thereof or any other section or provision of this Agreement or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application therefor from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall

be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

Section 8.08 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the Town and the Company have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

NESSEL TOWNSHIP, MINNESOTA

By: _____
Its: Chairman

By: _____
Its: Clerk

[Signature page to Business Subsidy Agreement between
Nessel Township, Minnesota and Qwest Corporation, d/b/a Century Link QC]

QWEST CORPORATION, d/b/a CENTURY LINK QC

By: _____

Its: _____

[Signature page to Business Subsidy Agreement between
Nessel Township, Minnesota and Qwest Corporation, d/b/a Century Link QC]

EXHIBIT A

DEPICTION OF SERVICE AREA

Nessel Township Addresses**

1095 RUSH POINT DR
1105 505TH ST W
1112 505TH ST W
1115 NORTH LAKE DR
1128 NORTH LAKE DR
1141 NORTH LAKE DR
1197 NORTH LAKE DR
1110 RUSH POINT DR
1049 492ND ST W
1108 NORTH LAKE DR W
1128 NORTH LAKE DR W
1243 RUSH POINT DR W
1350 NORTH LAKE DR
1383 485TH ST W
1150 522ND ST W
1156 NORTH LAKE DR
1190 RUSH POINT DR W
1197 NORTH LAKE DR W
1230 RUSH POINT DR
1310 507TH ST
1387 RUSH POINT DR
1387 RUSH POINT DR W
1322 RUSH POINT DR W
1363 485TH ST W
1390 495TH ST W
1405 507TH ST
1428 485TH ST W
1431 507TH ST
1476 509TH ST
1400 RUSH POINT DR
1435 NORTH LAKE DR
1479 485TH ST W
1440 507TH ST
1455 505TH ST
1470 509TH ST

1496 520TH ST W
1500 485TH ST W
1482 509TH ST
1490 509TH ST
1498 509TH ST
1500 509TH ST
1520 509TH ST
1508 507TH ST
1510 509TH ST
1540 NORTH LAKE DR W
1545 RUSH POINT DR
1560 509TH ST
1566 RUSH POINT DR W
1582 495TH ST W
1630 500TH ST
1640 509TH ST
1649 485TH ST W
1670 509TH ST
1554 RUSH POINT DR
1566 RUSH POINT DR
1580 509TH ST
1655 485TH ST W
1727 NORTH LAKE DR
1699 NORTH LAKE DR W
1735 495TH ST W
1759 485TH ST W
1847 540TH ST W
1869 485TH ST W
1733 500TH ST W
1778 507TH ST
1815 RUSH POINT DR
1499 505TH ST
1885 500TH ST W
1885 516TH ST
1890 516TH ST
1905 516TH ST
1825 NORTH LAKE DR
1870 495TH ST W
1508 509TH ST
1600 509TH ST
1930 516TH ST
1950 N LAKE DR
1950 NORTH LAKE DR W

1958 516TH ST
1995 NORTH LAKE DR W
1995 RUSH POINT DR
2005 500TH ST
2032 520TH ST
2045 487TH ST
2128 520TH ST
2144 520TH ST
2150 500TH ST
1880 516TH ST
1894 516TH ST
1950 RUSH POINT DR
1965 RUSH POINT DR
1972 495TH ST W
1988 NORTH LAKE DR
1999 540TH ST W
2092 520TH ST
2169 487TH ST
2180 NORTH LAKE DR
2100 520TH ST
2105 500TH ST
2138 500TH ST W
2145 NORTH LAKE DR
2180 RUSH POINT DR
1736 495TH ST W
2224 506TH ST
2241 485TH ST W
2181 510TH ST W
2212 521ST ST
2242 LOIS DR
2245 521ST ST
2247 NORTH LAKE DR W
2250 521ST ST
2275 540TH ST W
2295 540TH ST W
2310 CREST WAY
2318 CREST WAY
2334 CREST WAY
2390 CREST WAY
2410 CREST WAY
2415 540TH ST
2275 500TH ST W
2283 540TH ST W

2295 485TH ST W
2415 RUSH POINT DR
2440 RUSH POINT DR
2449 540TH ST
2490 CREST WAY
2340 CREST WAY
2370 CREST WAY
2380 CREST WAY
2145 N LAKE DR
2554 RUSH POINT DR
2720 RUSH POINT DR
2725 RUSH POINT DR
2846 CLOVER WAY
2920 CLOVER WAY
240 ACACIA WAY
2400 CREST WAY
2520 CREST WAY
2533 NORTH LAKE DR
300 RUSH POINT DR
3025 RUSH POINT DR
3049 485TH ST
3050 CLOVER WAY
3060 CLOVER WAY
3080 RUSH POINT DR
3100 CLOVER WAY
3135 RUSH POINT DR
2302 RUSH POINT DR
3199 RUSH POINT DR
3206 SHOREWOOD DR*
3214 SHOREWOOD DR*
3225 SHOREWOOD DR*
3228 SHOREWOOD DR*
3242 SHOREWOOD DR*
2550 CREST WAY
2605 540TH ST
2676 NORTH LAKE DR
2815 RUSH POINT DR
3305 527TH ST
3337 SHOREWOOD DR*
3348 487TH ST
3351 SHOREWOOD DR*
340 RUSH POINT DR
2700 NORTH LAKE DR

2763 N LAKE DR
2763 NORTH LAKE DR
2975 RUSH POINT DR
2984 485TH ST
3475 SHOREWOOD DR*
350 N LAKE DR
3545 RUSH POINT DR
355 ACACIA WAY
3556 RUSH LAKE RD
3745 527TH ST
3748 527TH ST
3760 RUSH POINT DR
385 500TH ST W
385 ACACIA WAY
3086 CLOVER WAY
3095 527TH ST
3855 527TH ST
390 RUSH POINT DR W
3980 RUSH LAKE RD
405 ACACIA WAY
4070 RUSH LAKE RD
415 ACACIA WAY
3185 485TH ST
3295 SHOREWOOD DR*
3313 SHOREWOOD DR*
427 498TH ST
4285 RUSH POINT DR
432 492ND ST W
439 RUSH POINT DR W
332 507TH ST W
3365 SHOREWOOD DR*
350 497TH ST
350 RUSH POINT DR W
361 RUSH POINT DR W
3685 RUSH LAKE RD
3731 RUSH LAKE RD
3751 527TH ST
305 RUSH POINT DR
442 498TH ST
383 ACACIA WAY
4449 540TH ST
449 498TH ST
4490 520TH ST

4555 525TH ST
4570 525TH ST
4599 RUSH LAKE RD
3866 527TH ST
3875 RUSH POINT DR
390 498TH ST
460 ACACIA WAY
46934 FALCON AVE
4695 530TH ST
390 RUSH POINT DR
395 ACACIA WAY
410 ACACIA WAY
430 ACACIA WAY
438 ACACIA WAY
47044 FALCON AVE
4729 540TH ST
440 498TH ST
4757 RUSH LAKE RD
4575 RUSH POINT DR
470 ACACIA WAY
4748 RUSH LAKE RD
48007 BLUE HERON TRL
48018 BLUE HERON TRL
48020 ACACIA TRL
48205 ANCHOR AVE
48215 ACACIA TRL
48025 CEDARCREST TRL
48050 AUTUMN CT
48050 CEDARCREST TRL
48080 ANCHOR AVE
48100 CEDARCREST TRL
48107 AUTUMN CT
48132 CEDARCREST TRL
48154 BLUE HERON TRL
48159 AUTUMN CT
48160 AUTUMN CT
48175 BASSWOOD RD W
48190 BLUE HERON TRL
48195 CEDARCREST TRL
48215 DEERWOOD AVE
48345 ARBOR AVE W
485 ACACIA WAY
48640 DEERWOOD AVE

48656 CEDARCREST TRL
48225 CEDARCREST TRL
48315 DEERWOOD AVE
4840 RUSH LAKE RD
48415 CEDARCREST TRL
48475 ARBOR AVE W
48665 S ALPINE AVE
48675 ANCHOR AVE
48476 ACACIA TRL
48503 CEDARCREST TRL
48510 ACACIA TRL
48575 ANCHOR AVE
48579 FALCON AVE
48600 ANCHOR AVE
48635 CEDARCREST TRL
48871 AUGUSTA AVE W
48923 DOGWOOD AVE
48925 DOGWOOD AVE
48960 ANCHOR AVE
48655 BASSWOOD RD W
48683 ANCHOR AVE
48701 S ALPINE AVE
48766 AUGUSTA AVE W
4897 , RUSH CITY
48972 ANCHOR AVE
48984 AUGUSTA AVE W
48985 AUGUSTA AVE W
49040 ACACIA TRL
3434 527TH ST
48808 AUGUSTA AVE W
48817 AUGUSTA AVE W
48872 AUGUSTA AVE W
48900 DOGWOOD AVE
48965 ANCHOR AVE
48975 DOGWOOD AVE
49088 N ALPINE AVE
48990 DOGWOOD AVE
48996 DOGWOOD AVE
490 ACACIA WAY
49000 DOGWOOD AVE
49080 ALDER AVE
49145 ACACIA TRL
49146 AMBLE AVE

49150 N ALPINE AVE
49165 N ALPINE AVE
4910 RUSH LAKE LN
49100 ELMWOOD AVE
49150 DOGWOOD AVE
49188 AMBLE AVE
49199 BAYVIEW AVE
49200 AMBLE AVE
49172 AMBLE AVE
49201 ACACIA TRL
365 ACACIA WAY
49214 N ALPINE AVE
49230 CLOVER TRL
49235 N ALPINE AVE
49249 BAYVIEW AVE
49254 N ALPINE AVE
49267 N ALPINE AVE
4654 540TH ST
49270 AMBLE AVE
49205 ACACIA TRL
49210 AMBLE AVE
49226 AMBLE AVE
49240 ALDER AVE
49270 DOGWOOD AVE
49275 BAYVIEW AVE
49280 N ALPINE AVE
49283 N ALPINE AVE
4930 RUSH LAKE LN
49313 FALCON AVE
49341 CLOVER TRL
49350 AMBLE AVE
49253 CLOVER TRL
49275 AZARA AVE W
49355 AMBLE AVE
49361 AMBLE AVE
49364 CLOVER TRL
49365 N ALPINE AVE
49370 AMBLE AVE
49374 BAYVIEW AVE
49405 N ALPINE AVE
49425 N ALPINE AVE
49431 N ALPINE AVE
49472 N ALPINE AVE

49294 AZARA AVE W
49301 N ALPINE AVE
49480 CLOVER TRL
4950 RUSH LAKE LN
49550 N ALPINE AVE
49590 BASSWOOD RD W
49307 CLOVER TRL
49605 ADONIS AVE
49629 N ALPINE AVE
4965 RUSH LAKE RD
49310 AMBLE AVE
49650 N ALPINE AVE
49665 CLOVER TRL
49668 N ALPINE AVE
49680 AFTON AVE
49692 N ALPINE AVE
4970 RUSH LAKE LN
49720 AFTON AVE
49311 FALCON AVE
49325 N ALPINE AVE
49335 DOGWOOD AVE
49357 N ALPINE AVE
49360 N ALPINE AVE
49378 ACACIA TRL
49387 N ALPINE AVE
49400 N ALPINE AVE
49725 N ALPINE AVE
49735 AFTON AVE
49745 AFTON AVE
49750 BASSWOOD RD W
49430 N ALPINE AVE
49480 AZARA AVE W
49491 CLOVER TRL
49518 CLOVER TRL
49750 BAYSIDE AVE
49755 AFTON AVE
49780 BAYSIDE AVE
49790 BAYSIDE AVE
49555 N ALPINE AVE
49562 AZARA AVE W
49575 N ALPINE AVE
48075 ACACIA TRL
49795 AFTON WAY

49800 BAYSIDE AVE
49595 ADONIS AVE
49615 ADONIS AVE
49620 BAYVIEW AVE
48089 AUTUMN CT
49808 CLOVER TRL
49830 BASSWOOD RD
49830 BAYSIDE AVE
49840 BAYSIDE AVE
49850 CLOVER TRL
49860 BAYSIDE AVE
4990 RUSH LAKE LN
49625 ADONIS AVE
49630 ADONIS AVE
49635 ADONIS AVE
49638 N ALPINE AVE
49645 N ALPINE AVE
49652 N ALPINE AVE
49653 N ALPINE AVE
49900 BAYSIDE AVE
49935 ACACIA TRL
49940 BAYSIDE AVE
49945 ACACIA TRL
49975 ACACIA TRL
49980 BAYSIDE AVE
49995 ACACIA TRL
50040 BAYSIDE AVE
49665 N ALPINE AVE
49700 N ALPINE AVE
49705 AFTON AVE
49715 AFTON AVE
49715 N ALPINE AVE
50060 BAYSIDE AVE
50065 CLOVER TRL
50078 CLOVER TRL
50125 ACACIA LN
50127 ACACIA LN
50134 BAYSIDE AVE
50145 ARBOR AVE W
50145 BAYSIDE AVE
50148 BAYSIDE AVE
49725 AFTON AVE
49750 AFTON AVE

49750 N ALPINE AVE
49765 AFTON AVE
49775 AFTON AVE
49865 EVERGREEN AVE
49870 498TH ST CT
49876 BASSWOOD RD W
50155 CLOVER TRL
50187 CLOVER TRL
50188 BAYSIDE AVE
49876 CLOVER TRL
49880 BAYSIDE AVE
50010 BAYSIDE AVE
5005 RUSH POINT DR
48131 AUTUMN CT
50195 BAYVIEW AVE
50220 BAYSIDE AVE
50228 BAYVIEW AVE
50236 BAYSIDE AVE
50245 BASSWOOD RD W
50250 ACACIA TRL
50252 BAYSIDE AVE
50265 ACACIA LN
50267 CLOVER TRL
50280 BAYSIDE AVE
50080 BAYSIDE AVE
50095 ARBOR AVE W
50100 BAYSIDE AVE
50120 CEDARCREST AVE
50121 ACACIA LN
50170 BAYSIDE AVE
50200 BAYSIDE AVE
5030 RUSH LAKE LN
5030 RUSH LAKE RD
50300 ACACIA LN
50300 BAYSIDE AVE
50302 BAYSIDE AVE
50246 ACACIA TRL
50260 BAYSIDE AVE
50320 BAYSIDE AVE
50326 BAYSIDE AVE
50327 SHOREWOOD CIR*
50338 BAYSIDE AVE
50265 ACACIA TRL

50282 BAYSIDE AVE
50285 CEDARCREST AVE
50330 BAYSIDE AVE
50339 SHOREWOOD CIR*
50372 CEDARCREST AVE
50400 ACACIA TRL
50340 BAYSIDE AVE
50350 BAYSIDE AVE
50351 SHOREWOOD CIR*
50400 BAYSIDE AVE
50400 CLOVER TRL
50400 EVERGREEN AVE
50405 ARBOR AVE W
48280 ARBOR AVE W
50355 CEDARCREST AVE
50356 SHOREWOOD CIR*
50360 BAYSIDE AVE
50365 SHOREWOOD CIR*
50410 BAYSIDE AVE
50420 ACACIA LN
50370 ACACIA LN
50386 SHOREWOOD CIR*
50390 ACACIA TRL
50390 BAYSIDE AVE
50390 BAYSIDE CIR
50400 BAYSIDE CIR
50400 SHOREWOOD CIR*
50405 BAYVIEW AVE
50416 SHOREWOOD CIR*
50424 SHOREWOOD CIR*
50429 SHOREWOOD CIR*
48525 ACACIA TRL
48725 AUGUSTA AVE W
49237 AMBLE AVE
50430 BAYSIDE CIR
50440 BAYSIDE CIR
50441 SHOREWOOD CIR*
50445 BASSWOOD RD W
50446 BAYSIDE CIR
50450 BAYSIDE CIR
50455 SHOREWOOD CIR*
49273 CLOVER TRL
49320 AMBLE AVE

50452 SHOREWOOD CIR*
50460 ACACIA LN
50482 SHOREWOOD CIR*
49685 CLOVER TRL
50465 CEDARCREST AVE
50471 SHOREWOOD CIR*
50474 BAYSIDE AVE
50483 SHOREWOOD CIR*
50490 BAYSIDE AVE
50485 EVERGREEN AVE
50490 ACACIA LN
50491 ARBOR AVE W
49972 CLOVER TRL
50500 EVERGREEN AVE
50505 ACACIA LN
50512 SHOREWOOD CIR*
50515 BAYSIDE AVE
50515 SHOREWOOD CIR* E
50520 BAYSIDE AVE
50520 BAYSIDE CIR
50521 ACACIA LN
50522 BAYSIDE AVE
50525 ACACIA LN
50495 EVERGREEN AVE
50525 SHOREWOOD CIR*
50528 LAKESIDE CIR*
50558 SHOREWOOD CIR*
50532 SHOREWOOD CIR*
50539 SHOREWOOD CIR*
50540 EVERGREEN AVE
50544 LAKESIDE CIR*
50546 SHOREWOOD CIR*
50550 BAYSIDE AVE
50551 SHOREWOOD CIR*
50560 BAYSIDE AVE
50562 LAKESIDE CIR*
50556 LAKESIDE CIR*
50574 SHOREWOOD CIR*
50050 CLOVER TRL
50563 SHOREWOOD CIR*
50564 SHOREWOOD CIR*
50514 LAKESIDE CIR*
50568 LAKESIDE CIR*

50590 BAYSIDE AVE
50604 LAKESIDE CIR*
50606 SHOREWOOD CIR*
50609 SHOREWOOD CIR*
50628 SHOREWOOD CIR*
50574 LAKESIDE CIR*
50580 BAYSIDE AVE
50582 LAKESIDE CIR*
50590 LAKESIDE CIR*
50584 BASSWOOD RD W
50586 SHOREWOOD CIR*
50645 ACACIA TRL
50702 EVERGREEN AVE
50720 BASSWOOD RD W
50595 SHOREWOOD CIR*
50596 LAKESIDE CIR*
50745 ALMOND AVE
50792 LAKEVIEW DR*
50800 BAYSIDE AVE
50596 SHOREWOOD CIR*
50600 BAYSIDE AVE
50604 EVERGREEN CT
50605 ACACIA TRL
50612 LAKESIDE CIR*
50616 SHOREWOOD CIR*
50623 SHOREWOOD CIR*
50628 EVERGREEN CT
50630 BAYSIDE AVE
50620 LAKESIDE CIR*
50638 LAKESIDE CIR*
50800 EVERGREEN AVE
50805 ALMOND AVE
50640 EVERGREEN AVE
50645 BAYVIEW AVE
50652 LAKESIDE CIR*
50815 ARBOR AVE W
50824 LAKEVIEW DR*
50825 BOXWOOD AVE
50843 ALMOND AVE
50855 ALMOND AVE
50654 EVERGREEN AVE
50662 LAKESIDE CIR*
50668 SHOREWOOD CIR*

50670 BAYSIDE AVE
50672 LAKESIDE CIR*
50689 LAKESIDE CIR*
50856 LAKEVIEW DR*
50864 LAKEVIEW DR*
50342 SHOREWOOD CIR*
50690 BAYSIDE AVE
50701 BAYSIDE AVE
50704 LAKEVIEW DR*
50705 EVERGREEN AVE
50875 ALMOND AVE
50876 LAKEVIEW DR*
50880 ACACIA TRL
50718 LAKEVIEW DR*
50725 BAYSIDE AVE
50728 LAKEVIEW DR*
50730 BAYSIDE AVE
50740 BAYSIDE AVE
50744 LAKEVIEW DR*
50756 LAKEVIEW DR*
50894 LAKEVIEW DR*
50755 BOXWOOD AVE
50768 LAKEVIEW DR*
50770 BAYSIDE AVE
50775 BAYSIDE AVE
50780 LAKEVIEW DR*
50785 ALMOND AVE
50787 BOXWOOD AVE
50795 BAYSIDE AVE
50802 LAKEVIEW DR*
50915 ALMOND AVE
50925 ALMOND AVE
50955 ALMOND AVE
50470 SHOREWOOD CIR*
50814 LAKEVIEW DR*
50955 ELMCREST AVE
50960 ACACIA TRL
50815 ALMOND AVE
50825 ALMOND AVE
50836 LAKEVIEW DR*
50860 BAYVIEW AVE
50865 ALMOND AVE
50964 BAYVIEW AVE

50985 ALMOND AVE
50885 ALMOND AVE
50895 ALMOND AVE
50905 ALMOND AVE
50908 LAKEVIEW DR*
50911 RUSH LAKE TRL
50995 ALMOND AVE
51003 FALCON AVE
50475 BAYSIDE AVE
50922 LAKEVIEW DR*
50945 ALMOND AVE
50955 ACACIA TRL
50958 BASSWOOD RD W
50965 ALMOND AVE
50981 LAKEVIEW DR*
51010 BAYVIEW AVE
51012 BAYVIEW AVE
51015 BOXWOOD AVE
51015 AMBER AVE
50500 BAYSIDE AVE
51010 RUSH LAKE WAY*
51020 RUSH LAKE WAY*
51020 BAYVIEW AVE*
51030 RUSH LAKE WAY*
51045 BOXWOOD AVE
51060 BAYVIEW AVE
51060 RUSH LAKE WAY*
51070 RUSH LAKE WAY*
51036 BAYVIEW AVE
51040 BAYVIEW AVE
51040 RUSH LAKE WAY*
51050 RUSH LAKE WAY*
51080 BASSWOOD RD W
51089 BASSWOOD RD W
51090 AMBER AVE
51090 BAYVIEW AVE
51045 AMBER AVE
51050 BAYVIEW AVE
51080 RUSH LAKE WAY*
51070 EVERTON AVE
50581 SHOREWOOD CIR* E
51090 RUSH LAKE WAY*
51095 BOXWOOD AVE

5110 RUSH LAKE RD
51100 DRIFTWOOD AVE
51075 AMBER AVE
51078 BAYVIEW AVE
51115 AMBER AVE
51126 AMBER AVE
51132 BAYVIEW AVE
51141 BOXWOOD AVE
51144 BAYVIEW AVE
51160 BAYVIEW AVE
51105 AMBER AVE
51114 ACACIA TRL
51120 BAYVIEW AVE
51125 AMBER AVE
51145 BOXWOOD AVE
51170 AMBER AVE
51204 BAYVIEW AVE
51208 AMBER AVE
51214 RUSH LAKE TRL
51175 AMBER AVE
51180 BAYVIEW AVE
51185 FALCON AVE
51200 ELMCREST AVE
51225 AMBER AVE
51251 RUSH LAKE TRL
51262 RUSH LAKE TRL*
51275 FALCON AVE
51285 AMBER AVE
513 522ND ST
51216 BAYVIEW AVE
51235 AMBER AVE
51248 RUSH LAKE TRL
51255 AMBER AVE
51275 AMBER AVE
51300 BERRY AVE
51306 RUSH LAKE TRL*
51310 RUSH LAKE TRL
51335 BELLE ISLE DR
51340 BERRY AVE
51355 BELLE ISLE DR
51355 RUSH LAKE TRL
51276 RUSH LAKE TRL*
51277 ARBOR AVE W

51295 AMBER AVE
50795 ALMOND AVE
51190 ACACIA TRL
51360 BERRY AVE
51375 BELLE ISLE DR
51395 BELLE ISLE DR
51405 BELLE ISLE DR
51408 DAKOTA CIR*
51416 DAKOTA CIR*
51410 BERRY AVE
51425 BELLE ISLE DR
51305 AMBER AVE
51334 RUSH LAKE TRL*
51415 BELLE ISLE DR
51430 RUSH LAKE TRL*
51438 DAKOTA CIR*
51445 BELLE ISLE DR
51450 RUSH LAKE TRL*
51470 BERRY AVE
51452 BASSWOOD RD W
51452 DAKOTA CIR*
51480 BERRY AVE
51498 ELMCREST AVE
51530 BELLE ISLE DR
51535 BELLE ISLE DR
51545 BELLE ISLE DR
51595 BASSWOOD RD W
51605 ASTER AVE
5161 RUSH LAKE RD
51615 BELLE ISLE DR
51640 BIRCH AVE
51650 BELLE ISLE DR
51465 BELLE ISLE DR
51490 RUSH LAKE TRL*
51200 RUSH LAKE TRL
51345 ELMCREST AVE
51662 BIRCH AVE
51665 BELLE ISLE DR
51675 ASH AVE
5155 540TH ST
51635 BELLE ISLE DR
51360 RUSH LAKE TRL*
51685 BELLE ISLE DR

51685 BIRCH AVE
51636 BIRCH AVE
51645 BELLE ISLE DR
51646 ASH AVE
51700 BIRCH AVE
51690 BIRCH AVE
51705 BELLE ISLE DR
51705 BIRCH AVE
51715 BELLE ISLE DR
51725 BELLE ISLE DR
51735 BELLE ISLE DR
51736 ELMCREST AVE
51742 BELLE ISLE DR
51745 BELLE ISLE DR
51770 FALCON AVE
51655 ASH AVE
51659 ACACIA TRL
51795 BELLE ISLE DR
51823 BIRCH AVE
51835 BELLE ISLE DR
51854 ACACIA TRL
51885 BELLE ISLE DR
51904 FALCON AVE
51935 BELLE ISLE DR
51695 BELLE ISLE DR
51755 BELLE ISLE DR
51765 ELMCREST AVE
51940 BELLE ISLE DR
51965 BELLE ISLE DR
51975 BELLE ISLE DR
52005 BELLE ISLE DR
52010 BIRCH AVE
52025 BELLE ISLE DR
5205 540TH ST
52070 EVERTON AVE
51795 BASSWOOD RD W
51805 BELLE ISLE DR
52070 RUSH LAKE TRAIL CT
52075 BELLE ISLE DR
52085 BELLE ISLE DR
52100 RUSH LAKE TRAIL CT
51920 BIRCH AVE
51930 RUSH LAKE TRL

51955 BELLE ISLE DR
51985 BELLE ISLE DR
52105 ACACIA TRL
52105 BELLE ISLE DR
52138 RUSH LAKE TRAIL CT
51995 BELLE ISLE DR
52040 RUSH LAKE TRAIL CT
52045 BELLE ISLE DR
52140 ELMCREST AVE
52141 BELLE ISLE DR
52181 BELLE ISLE DR
52195 COUNTY LINE AVE W
52070 RUSH LAKE TRL
52153 RUSH LAKE TRL
52165 BELLE ISLE DR
52205 BELLE ISLE DR
52205 LABELLE ISLE DR
52225 BELLE ISLE DR
52270 ACACIA TRL
52275 RUSH LAKE TRL
52295 AZALEA AVE
52315 BASSWOOD RD W
52195 BELLE ISLE DR
52787 BALSAM AVE W
52330 AZALEA AVE
5240 520TH ST
52400 ELMCREST AVE
52415 AZALEA AVE
52421 BASSWOOD RD
52240 BASSWOOD RD W
52255 AZALEA AVE
52275 AZALEA AVE
52335 AZALEA AVE
52435 AZALEA AVE
52465 AZALEA AVE
52485 AZALEA AVE
53495 EMERALD AVE
53920 BALSAM AVE W
52505 AZALEA AVE
52520 BASSWOOD RD W
52525 AZALEA AVE
52535 ELMCREST AVE
52565 AZALEA AVE

5259 RUSH LAKE RD
52371 BALSAM AVE W
52375 AZALEA AVE
52610 ACACIA TRL
52625 BASSWOOD RD W
52670 ACORN AVE W
52700 BASSWOOD RD W
52755 ELMCREST AVE
52415 BASSWOOD RD
52421 BASSWOOD RD W
52425 AZALEA AVE
52429 BELLE ISLE DR
52845 FALCON AVE
52929 BEECH AVE
52986 DEERWOOD AVE
52996 RUSH LAKE TRL
53060 RUSH LAKE TRL
5310 490TH ST
53106 BAYBERRY AVE
52495 AZALEA AVE
53110 BAYBERRY AVE
53115 DEERWOOD AVE
53120 EMERALD AVE
53150 BAYBERRY AVE
52535 AZALEA AVE
52543 BASSWOOD RD
52620 FALCON AVE
52650 BEECH AVE
52700 BASSWOOD RD
52715 BEECH AVE
582 LAKE DR
5849 525TH ST
53153 RUSH LAKE TRL
53285 FALCON AVE N
53343 RUSH LAKE TRL
53374 RUSH LAKE TRL
53423 RUSH LAKE TRL
53449 APPLE AVE W
53454 APPLE AVE W
535 ACACIA WAY
53502 BALSAM AVE W
52793 BASSWOOD RD
52810 BASSWOOD RD

52821 BASSWOOD RD W
52905 DEERWOOD AVE
52925 BASSWOOD RD
53075 APPLE AVE W
53145 BALSAM AVE W
53525 BALSAM AVE W
53732 BEECH AVE
53751 BEECH AVE
53760 BAYBERRY AVE
53782 RUSH LAKE TRL
53815 BALSAM AVE W
53175 BAYBERRY AVE
53245 RUSH LAKE TRL
53834 ELMCREST AVE
53860 ELMCREST AVE
5390 RUSH POINT DR
53395 EMERALD AVE
53473 RUSH LAKE TRL
53905 RUSH LAKE TRL
53920 BAYBERRY AVE
5420 RUSH POINT DR
5425 RUSH POINT DR
53489 BAYBERRY AVE
543 ACACIA WAY
5430 490TH ST
544 507TH ST W
545 487TH ST
5480 RUSH POINT DR
535 510TH ST
53621 FALCON AVE
53665 RUSH LAKE TRL
53710 BEECH AVE
540 487TH ST
540 ACACIA WAY
555 510TH ST
5555 490TH ST
5510 480TH ST
5536 RUSH POINT DR
5560 482ND ST
5680 480TH ST
5685 520TH ST
5856 530TH ST
5969 530TH ST

5975 530TH ST
600 RUSH POINT DR
6006 530TH ST
575 500TH ST
581 NORTH LAKE DR W
5874 520TH ST
5929 530TH ST
600 487TH ST
6044 530TH ST
652 503RD CIR W
672 507TH ST W
683 503RD CIR W
718 487TH ST
611 507TH ST W
627 500TH ST W
676 503RD CIR W
706 NORTH LAKE DR W
729 503RD CIR W
775 507TH ST W
720 RUSH POINT DR
732 503RD CIR W
716 492ND ST W
730 507TH ST W
800 510TH ST
806 525TH ST
819 NORTH LAKE DR W
838 492ND ST W
855 RUSH POINT DR
858 RUSH POINT DR
755 522ND ST W
770 507TH ST W
864 525TH ST
875 527TH CIR
880 527TH CIR
900 517TH ST
900 525TH ST
829 527TH CIR
836 525TH ST
850 512TH ST
859 527TH CIR
876 527TH CIR
769 492ND ST W
905 492ND ST W

906 492ND ST W
917 492ND ST W
932 NORTH LAKE DR
9540 487TH ST
967 N LAKE DR
967 NORTH LAKE DR
988 522ND ST W

* Denotes an address where CenturyLink expects that Midcontinent Communications could supply high-speed internet access service. CenturyLink will exclude from its tally of reimbursable cost any cost associated with CenturyLink's supply of service to this address. These addresses constitute approximately 12% of the addresses benefitting from this project. At project conclusion, CenturyLink will exclude approximately 12% of its actual cost before calculating the dollar amount of the shares of the project that the Town and the State each agreed to sponsor. Prior to calculating the final eligible project costs to be shared, the Town and the State will be given an opportunity to review and approve all eligible costs.

**This depiction of service area shall include the addresses list above and any additional addresses or locations on existing Nessel Township roads that are identified or come forward during the construction period of the project.

EXHIBIT B

PROJECT BUDGET

State Grant is \$1,657,550 which is 30% of the Total Eligible Project Cost.

CenturyLink match is \$2,486,325 which is 45% of the Total Eligible Project Cost.

Township share is \$1,381,292 which is 25% of the Total Eligible Project Cost.

Total Eligible Project Cost is \$5,525,167¹

See Exhibit A for final cost sharing mechanism.

¹ Total Eligible Project Cost includes \$673,000 of cost associated with placement of fiber drop plant on private property in response to subscriber requests for service. This budget is anticipated to have been exhausted by June 1, 2022. Subsequent requests for service could involve a one-time charge, payable by the subscriber, associated with actual cost of long-drop installation.

EXHIBIT C

PROJECT SPECIAL CONDITIONS

1. Company will provide a buried service drop from the nearest terminal to the home or business at no additional cost to the customer, regardless of drop length, in response to requests for service placed prior to June 1, 2022.
2. The construction phase of the project will be mostly complete approximately 1 July 2021. Town residents may place requests for service following the construction phase. Town residents are expected to have not less than eight months in which to apply for service independent of long drop placement cost consideration. Some areas of the Township will enjoy introduction of the availability of all-fiber-optic service sooner than others.
3. If the Project Budget for service drop placement is depleted prior to June 1, 2022, then the Company will provide drop placement at its own expense until that date.
4. This agreement does not obligate the Township to cover the cost of infrastructure expansion after June 1, 2022. The Company will work directly with new homeowners or developers on new service or infrastructure after the construction phase of this project.