

Agreement No.: DCN 0310

AGREEMENT FOR ENGINEERING SERVICES

OWNER

DCN, LLC
(d.b.a. Dakota Carrier Network)
Fargo, North Dakota

ENGINEER

Kadrmass, Lee & Jackson, Inc.
Bismarck, North Dakota

Date: March 2010

Ck By: LJH

Date: 03/19/2010

Term: One Year

 X Owner

 Engineer

Summary: 3.4, 1.25, 1.25

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 19th day of March 2010, by and between DCN, LLC d.b.a. Dakota Carrier Network, PO Box 2484, Fargo, North Dakota 58108-2484, hereinafter called "Owner" and Kadrmas, Lee & Jackson, Inc., PO Box 1157, Bismarck, North Dakota 58502-1157, hereinafter called "Engineer".

WITNESSETH: That in consideration of the covenants and agreements hereinafter stated, the Engineer agrees to perform engineering services required by Owner in connection with consulting engineering, design engineering, or construction engineering undertaken by Owner and in connection with any other planning, design, construction project or land survey, right-of-way, or other specific consulting that may arise from time-to-time. The scope of work to be associated with any project (herein after "Project") shall be mutually agreed to between Owner and Engineer and such agreement of project scope shall be documented and transmitted to Owner, by Engineer, and made to become part of this Agreement.

ARTICLE NO. 1. Engineer shall furnish all labor, personnel, and skill necessary to complete the Project. Payment for services shall be as described in Article No. 2, below, and such supplemental terms and conditions as may be from time-to-time set forth on a project basis and agreed to by both parties.

All major test equipment and other nonessential devices or equipment and facilities not normally maintained or required in day-to-day completion of engineering tasks, and as otherwise set forth, shall be provided at the rates and for charges described in Article No. 2, below.

Engineer shall furnish all lodging, subsistence, and other expendable supplies, as needed in the work, and is to be paid for actual expenses incurred upon presentation of voucher, and shall maintain receipts for such expenditures which shall be available for inspection by Owner.

Engineering work shall typically consist of:

PRELIMINARY ENGINEERING PHASE

- Conferences or meetings pertaining to project scope or concept prior to the Design Phase
- Consulting and engineering work necessary in the development of long-range plans, comprehensive work plans, service deployment plans, and similar plans for use by Owner.
- Review of present or existing facilities as they pertain to project (Preliminary Survey)
- Preparation of written report and recommendations
- Preparation of preliminary, general or schematic plan(s)
- Written, preliminary opinion of project cost

DESIGN ENGINEERING PHASE

- Obtain measurements, site survey and configuration details at project site
- Prepare detailed project plans and specifications for bidding purposes
- Investigate applicable materials and equipment
- Advise Owner of any adjustments to the preliminary opinion of costs

Provide engineers opinion of project cost
Prepare and assist Owner with bidding documents
Provide interpretive assistance to bidders (during bidding process)
Attend bid opening and assist Owner in analysis of bids received
Provide Owner with recommendations on contract award

CONSTRUCTION ENGINEERING PHASE

Provide assistance to Owner in awarding contract(s)
Provide unique design and coordination that is required for a specific vendor or product that cannot be performed until vendor or product is identified
Provide construction staking (as needed)
Review test results for general conformance with project specifications
Provide and review progress estimates and payments to contractors
Provide assistance in interpretations of plans and specifications
Review construction changes requested and preparation of cost estimates for additional work required
Review equipment furnished for general conformance with specifications
Provide construction engineering (field review)
(as deemed necessary by Engineer - see further description herein)
Final project engineering review for general conformance with plans and specifications

Extra-work available but not included in any of the work phases: environmental/historic properties investigation and clearance; right-of-way acquisitions; boundary, property or right-of-way survey; test borings and other sub-surface investigations; permitting, zoning, platting, and annexation fees; aerial photography; shop, field or laboratory tests; record drawings and project records; appearances before courts or boards on matters of litigation related to the project; assistance in developing rates and charges or spreading costs through specialized assessments.

Changes in the scope of work, from the scope of work as defined at the time a project is negotiated, shall reflect additional compensation as negotiated by the Engineer and the Owner. The Engineer, before proceeding, will immediately contact the Owner and negotiate additional scope and fees as necessary.

ARTICLE NO. 2. PAYMENT.

- a. Payment for the survey and design of any work undertaken in cooperation with Governmental or private sources having rights of agency or other third party rights in the direction, scoping or payment of services performed for Project, shall be made on the basis of an Agreement duly executed between the parties involved, namely Engineer, Owner, and the third party, and based on the conditions encountered on each Project or a separate Agreement.
- b. Payment for all engineering work done for Owner other than that outlined in Item "a" above or modified by "b6", "b7", and "b8", below, shall be as follows:

1. Actual payroll cost based on amount of salaries paid to Engineer and his employees for their personal time directly utilized in performing the engineering work described in this Agreement.
2. In addition to the personal time and expense of Engineer and the time and expense of employees, Engineer shall be paid the additional sum on the voucher for which time is to be paid, and overhead allowance to include reimbursement to Engineer for the cost of doing business, including payroll costs, rent, Workers Compensation and Unemployment Insurance, Social Security Taxes, Medical and Hospital Insurance, loss of time insurance, vacation, sick leave, mileage related to travel by automobile and all other costs of business generally classified as "Payroll Additive" or "Overhead". Such payment shall exclude subsistence, and other direct expenses. Fixed Fee amounts will be added to the above based on a reasonable profit to be paid to Engineer.
3. Billing rates for the period covered by this contract shall be determined by taking Engineer's actual hourly payroll rate and the hourly payroll rate paid to Engineer's personnel, times a multiplier of 3.4; which includes all compensation described in Item 2, above.
4. Subsistence, lodging and expendable supplies are to be paid on the basis of actual expense incurred. Special transportation costs incurred, with the approval of Owner, shall be reimbursed at actual expense. Engineer's costs for "major" and nonessential equipment, described in Article No. 1, shall, with Owner's approval, be reimbursed at actual expense multiplied by 1.25. Such additional compensation shall be deemed necessary for administration and Engineer's carrying costs.
5. If Engineer is required to engage the services of any sub-consultant, to insure successful completion of Owner's project, Engineer shall be compensated for direct expense of sub-consultant multiplied by 1.25. Such additional compensation shall be deemed necessary for administration and excess costs of liability insurance.
6. From time-to-time Engineer may require special compensatory arrangements to insure adequate performance on projects of special or consulting nature. In such instance, Owner and Engineer shall mutually determine compensation methods which will be agreed to, in writing, between parties and supersede all other fee arrangements presented in previous paragraphs. All other terms and conditions of this Agreement shall survive separate compensatory arrangements, unless other changes are amended, in writing to this Agreement.
7. When Engineer provides engineering services for the Design Phase of projects consisting of certain Central Office Switching, Central Office Support Equipment (including Power, Main Distributing Frame, DSX, Cable tray and support structure, LAN, Automatic test, Alarm and Surveillance and similar), Electronic Equipment

(Transport equipment, Transmission equipment, Program Controlled cross-connect, Gateway Signaling, Radio, WAN, MAN and similar), Engineer shall be paid on a specified fee basis computed as a percentage of the total cost of equipment, installation, spare parts, shipping but excluding applicable sales and use taxes.

In such cases when the Owner elects to not award a contract for equipment, requests substantial changes to the design phase, or negotiates for equipment from secondary, after-market suppliers, the basis of the specified fee shall be the lowest responsive proposal accepted during a primary solicitation in accordance with the Engineer's design phase requirements.

Fees shall be computed on the following basis, unless agreed to by both parties in writing:

<u>Project Cost</u>	<u>Percentage Fee Basis</u>
Less than \$35,001	As stated in 'b1' through 'b5' above.
\$35,001 - \$75,000	12% of the first \$75,000 of Construction
\$75,001 - \$500,000	8% of the next \$425,000 of Construction
\$500,001 - \$3,500,000	3% of the next \$3,000,000 of Construction
Greater than \$3,500,000	3% of the balance of Construction

- 8. A non-refundable retainer shall be paid by Owner to Engineer for the term of this agreement. Retainer shall be required to secure services of Engineer when no project scope has been defined. All work performed outside of a project with well defined scope shall be applied against the retainer on a monthly basis. Charges for services beyond retainer amount, reimbursable expenses, and other expense and fees not related to Engineer's cost of labor, overhead and fixed fee, shall be due and payable as determined by the terms of this Article 2. No portion of retainer shall be returned to Owner at end of contract term, nor shall unused portions of the retainer be carried forward to future contract periods. The retainer for the period of this Agreement is \$0.00
- 9. Payment shall be made within 30 days of billing for any engineering fees subject to a late fee of 1.75% per month.

ARTICLE NO. 3. Engineer hereby certifies that he is a duly registered Professional Engineer in the State having jurisdiction over the Project, as provided by statute. Engineer shall serve Owner diligently in providing the services required by Owner. Engineer shall perform its services in a good and workmanlike manner in accordance with reasonable skill usually exercised by a Professional Engineer.

ARTICLE NO. 4. Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the work. He shall be responsible for all damages to persons or property caused by him, his agents, employees or subcontractors, which may result from the negligent acts of said agents, employees, or subcontractors. Engineer shall take out and maintain all required insurance policies, in statutory amounts.

ARTICLE NO. 5. Engineer's liability to Owner for injury or damage to persons or property arising out of work performed for Owner and for which legal liability may be found to rest upon Engineer, other than professional errors and omissions, will be limited to Engineer's general liability insurance coverage which Engineer maintains in limits of at least \$1,000,000. For any damage on account of any error or omission or other professional negligence, Engineer's liability will be limited to a sum not to exceed \$50,000 or Engineer's total fee on this project, whichever is greater.

ARTICLE NO. 6. Any opinion of the construction cost prepared by Engineer represents his judgment as a design professional and is supplied for the general guidance of the client. Since Engineer has no control over the cost of labor and material or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such cost opinion as compared to contractor bids or actual cost to Owner.

ARTICLE NO. 7. Unless notified by Owner in writing that Owner will provide for construction field engineering, Engineer will provide construction field engineering. Engineer's undertaking hereunder will not relieve the contractor of Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike and safe manner.

ARTICLE NO. 8. Engineer shall serve, subject to the conditions of this Agreement, for the period of one year from this date. Either party may terminate this Agreement on 30 days written notice.

ARTICLE NO. 9. All of the plans and specifications furnished by Engineer shall become the property of Owner to be used by Owner in the operation, maintenance, repair or extension of the Project. Owner shall not sell said plans and specifications, reports, drawings, nor make them available to anyone unless in conjunction with any plant owned or operated by Owner. Further, Owner agrees not to apply plans and specifications universally to projects other than those directly referenced by plan and specification documents. Original survey notes, recordations, and computer data and drawings, except where provided by statute or Supplemental Agreement, shall remain the property of Engineer.

ARTICLE NO. 10. Engineer shall not assign, sublet, or transfer any interest in this Agreement without the prior, express, and written consent of Owner.

Agreement No.: DCN 0110

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their duly authorized officers. Owner agrees that there are no understandings or agreements except as herein expressly stated.

DCN, LLC

Owner:

[Signature]
General Manager

Date:

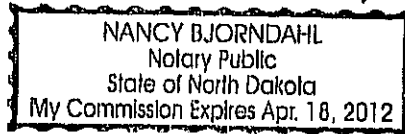
March 19, 2010

Attest:

Nancy Bjorndahl

Date:

3/19/2010



Kadrmass, Lee & Jackson, Inc.

Engineer:

[Signature]

Date:

MARCH 22/2010

Attest:

[Signature]

Date:

March 22/2010

**Miscellaneous Construction
Work and Maintenance
Services Contract**

DAKOTA CARRIER NETWORK, LLC.

**MISCELLANEOUS CONSTRUCTION AND MAINTENANCE
SERVICE CONTRACT FOR**

DCN – BISMARCK, FARGO and GRAND FORKS FIBER ROUTES

FARGO, NORTH DAKOTA

MARCH, 2010



BISMARCK, NORTH DAKOTA

©Kadmas, Lee and Jackson

Project No. 18101001

Miscellaneous Construction Work and Maintenance Services Contract

Section 1.4T

Contractor Master Construction Company, Inc.

Contract No. 10-01

Contract Date March 17, 2010

Contract Amount \$ 4,123,473.00

**INSTRUCTIONS SHEET
FOR USE OF
FORM 773**

GENERAL

This Contract is intended for use with miscellaneous construction work and maintenance services. This Contract may be for labor only, material only, or for labor and material. Several examples of the use of this contract are as follows:

1. Short outside plant extensions such as the plowing of drop wire or small pair count wire and cable,
2. Cable splicing,
3. Line removal,
4. Installation or movement of central office and electronic equipment,
5. Carpentry and painting,
6. Right-of-way clearing.

SECTION I

- a. The work order number assigned to the individual project should be referenced. In case of blanket work orders, where a single contract will serve several individual work orders, a suitable identifying number should be selected, from which individual projects can be identified. This number should relate to a force account work order that pertains to the same project when applicable.
- b. Contractor's name; mailing address; license number, issuance state and expiration date, where applicable; Owner's corporate name.

PROJECT

1. Give a brief description of the work to be performed.
2. Self-explanatory.
3. Self-explanatory.
4. If yes, attach a separate and complete list of materials to be furnished. See Section II, General Provisions.
5. Identify appropriate exchanges.
6. Hourly rates for labor and/or equipment should be specified as necessary. Lump sum(s) should be identified and specified as appropriate.
7. Define a time for construction that is realistic for the work to be performed and which will meet the Owner's requirements.

SECTION II - General Provisions

The Owner must attach all drawings, sketches, lists of materials, list of units, descriptions of work, references to appropriate standards, specifications, etc., so as to make them a part of this Contract. In addition, references should be made to Federal, State, Local, and other requirements, if any, as appropriate, in the attachments to this contract. Examples of this would be local codes, utility regulations, etc.

SECTION III - Insurance

The Contractor must provide evidence of insurance and bonding as required.

3. Evidence of insurance is required (*See Section III*).
4. The Owner will furnish material? (*Check One*) NO YES (*See Attached List*).
5. All work on this Contract will be performed in the Owner's exchange(s) of _____
Grand Forks, North Dakota

6. The method of payment for performance shall be:
(*Specify rate[s]*)

Hourly basis _____

Lump-Sum (*Explain as necessary*) _____

Unit basis (*Describe unit[s]*) See attached Special Provisions sections and Contractor Construction Unit bid pricing.

No payment shall be due under this agreement while the Contractor is in default of any provision hereof.

7. The maximum amount of this Contract shall be \$ 4,123,473.00 . Payment shall be due and payable in accordance with the following schedule:

Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Contractor on the basis of completed Assembly Units which includes cleanup. These units will be invoiced by and certified by the Contractor, recommended by the Engineer and approved by the Owner solely for the purpose of payment. Such approval shall not be deemed approval of workmanship materials. Only ninety-five percent (95%) of each such invoice approved during construction of the project shall be paid by the Owner to the Contractor prior to completion of the Contract. Upon completion of the project, the Engineer will prepare a Final Inventory of Assembly Units. This inventory will be certified by the Contractor and approved by the Owner. Upon approval of such certificates by the Owner, the Owner shall make final payment to the Contractor for all amounts to which the Contractor shall be entitled thereunder which shall not have been paid.

Invoices are to be submitted to: Kadmas, Lee & Jackson, Inc.
128 Soo Line Drive, PO Box 1157, Bismarck, ND 58502

A duly executed Certificate of Contractor and Indemnity Agreement, shall accompany the final invoice. (*A copy attached.*)

8. The Contractor shall begin performance of this Contract no later than October 4, 2010 and shall complete performance no later than September 30, 2013 .

SECTION II - GENERAL PROVISIONS

1. **Notification of Injury or Damage:** The Contractor shall promptly notify the Owner of any injury, death, loss or damage to persons, animals or property which is in any way related to the work performed under this Contract, even though such occurrence was not caused or contributed to by the Contractor or the contractor's employees and agents.

2. **Withholding of Payments:** The Owner may withhold money due for portions of the Project which have been rejected by the Owner and which have not been corrected by the Contractor to the satisfaction of the Owner. The Contractor shall pay each material supplier if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed on account of materials furnished by each material supplier. The Owner may withhold money due for claims which might be the subject of reimbursement to the Owner by the Contractor. If the Owner is advised that the Contractor is not promptly paying material suppliers as set out above, or if the Owner is advised that employees of the Contractor are not being promptly paid, then the Owner may withhold such money due as the Owner deems sufficient to insure the obligations incurred by the Contractor in connection with the work covered by this Contract will be paid in full.

3. **Changes in Project:** The Owner may make changes in the Project by altering, adding to or deducting from the Project. No change in the Contract price shall be made for minor changes not involving extra cost. All Adjustments in the Contract price by reason of any other change shall be agreed to by the parties prior to commencement of the actual work in connection with such change.

4. **Standards of Work:** The Contractor shall furnish and be responsible for all supervision, labor, tools, equipment, power, transportation, material, and supplies required to perform the work, except those items specifically listed which will be furnished by the Owner. The Contractor shall pick up and transport such material and equipment from its place of storage to the job site as needed. The Contractor shall transport and return to a place of storage designated by the Owner unused material and equipment belonging to the Owner.

5. **Provision of Materials:** The Contractor shall purchase materials and supplies outright and not subject to any conditional sales agreement, bailment lease, or other agreement reserving to the seller any right, title or interest therein.

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of construction and at such time as the Contractor receives final payment.

The Contractor shall save harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any materials or equipment provided by the Contractor used in construction of the Project.

It shall be the duty of the Contractor to inspect all material used in the performance of the work, whether or not furnished by the Owner. The Contractor shall not use any defective material in the performance of work.

The Contractor shall reimburse the Owner or shall replace at no cost to the Owner any material or property destroyed, damaged, or lost, regardless of cause, in the performance of the Contract.

6. **Laws and Regulations:** The Contractor shall comply with all Federal, State, and Municipal Laws, ordinances and regulations and building and construction codes applicable to the performance of the work and give all notices that may be required. If the Contractor observes that the work to be performed is at variance with any law, ordinance, or regulation or building or construction code, he shall promptly notify the Owner. The Contractor shall follow the instructions of Government officials regarding maintenance of traffic and protection of the public. The Contractor shall obtain a copy of regulations or permit requirements of the appropriate Road authorities and make all employees aware of these regulations.

The Contractor understands that the obligations of the parties hereunder are subject to the applicable regulations and orders of Government agencies having jurisdiction in the premises.

7. **Environmental Protection:** The Contractor shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

8. **Inspection of Work:** The Owner may maintain inspectors at the job site, and to further assure compliance with the plans and specifications and maintain quality of construction, may, after reasonable notice to the Contractor, perform from time to time operational tests on the Project or a portion or portions thereof selected by the Owner. However, such inspectors or other employees or agents of the Owner shall not have authority to direct or advise the Contractor or his employees and agents concerning the method or manner by which the work is to be performed. The Contractor has sole authority, responsibility, and control over the method and manner by which the work is to be performed and shall remain in all respects an independent contractor.

9. **Service Pipes and Underground Structures:** The Contractor at the Contractor's expense shall locate and expose all underground utility lines, pipes, conduits or other underground structures or obstructions which are in the way of the construction, whether or not any work plans omit to show or purport to show their locations. All such property damaged in the course of the work shall be repaired by the Contractor in a manner satisfactory to the Owner.

10. **Duty of Safe Performance:** The Contractor shall at all times take all reasonable precautions to protect all persons and property, including property of the Owner from injury arising out of the performance of the work. The Contractor shall make such inspections, safety checks, and tests, and shall provide such equipment, personnel, and supervision as is necessary to insure the safe performance of the work.

11. **Defects in Work:** The Contractor shall correct at its expense all defects and deficiencies in the work which result from labor materials furnished by the Contractor, workmanship, or failure to follow the plans, drawings, standards, or other specifications made a part of this Contract, which are discovered within one (1) year from the date the work is accepted. Acceptance of the work by the Owner shall not constitute a waiver or any such defects or deficiencies. The Owner shall notify the Contractor in writing of any defects and deficiencies and if the Contractor has failed to remedy or make arrangements satisfactory to the Owner to remedy such defects and deficiencies within twenty (20) days thereafter, the Owner may remedy such defects and deficiencies and the Contractor shall pay the Owner the cost of making such corrections.

12. **Completion on Contractor's Default:** If default shall be made by the Contractor in the performance of any of the terms of this contract, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made by the Contractor, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor which may be situated at the site on the Project. The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

13. **Indemnification:** The Contractor agrees to indemnify and hold harmless the Owner from any and all claims, actions, or causes of action to the extent the claimed loss or damage arises out of the Contractor's negligent performance or nonperformance of work herein contracted to be done whether such claims, actions, or causes of action are alleged to be the results of any act or omission of the Contractor, agents, servants, employees, or any or all of them and regardless of the fact that the work may have been completed and accepted by the Owner and regardless of the fact the Contractor may have received payment for work. The Owner shall promptly notify the Contractor in writing of any such claims, actions, or causes of action and give the Contractor full opportunity and authority to assume the sole defense and settlement thereof. The Owner shall furnish to the Contractor upon request all information available to the Owner for defense against any claim, action, or cause of action. The Contractor's liability under this indemnity shall not exceed the value of the Contract except for those claims involving personal injury or tangible property damage.

14. **Miscellaneous:** The Contractor has made a careful examination of the site of the Project and conditions which may affect work under this Contract.

The Contractor will build the outside plant facilities under the Contract on rights-of-way provided by the Owner including, where directed by the Owner, rights-of-way presently occupied by existing facilities of the Owner. The Contractor will use no explosive in the performance of work under this Contract without the prior written approval of the Owner. All permits necessary for the handling or use of dynamite or other explosives in connection with construction of the Project shall be obtained by and at the expense of the Contractor.

Except as otherwise agreed to by the Owner, all work shall be performed without interruption to or interference with existing telephone service.

The Contractor shall not assign this contract or any part thereof, or enter into any contract with any person, firm, or corporation for performance of the Contractor's obligations hereunder, or any part of such obligations.

SECTION III - INSURANCE

During the Contractor's performance hereunder, the Contractor shall take out and maintain fully paid insurance providing not less than the minimum coverage required.

Policy Requirements

- a. Contractors, performing work for Dakota Carrier Network, LLC (Owner) under construction, service contracts shall obtain insurance coverage and maintain it in effect until work under the contracts is completed.
- b. Contractors entering into construction contracts with the Owner shall furnish a contractors' bond, covering all of the contractors' undertaking under the contract.
- c. The Owner shall make sure that their contractor comply with the insurance and bond requirements of their contracts.

Contract Requirements

Contracts entered into between the Owner, contractor or subcontractors shall provide that they take out and maintain throughout the contract period insurance of the following types and minimum amounts:

- a. Workers' compensation and employers' liability insurance, as required by law, covering all their employees who perform any of the obligations of the contractor under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.
- b. Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

- c. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million per occurrence, and property damage limits of \$1 million for each occurrence. This required insurance, primary and excess including the umbrella or catastrophe form.

Bond Requirements

Construction contracts for facilities in amounts in excess of \$100,000 shall require contractors' performance and payment bonds on the forms provided by the Owner and attached to the contract in a penal sum of not less than the contract price, which is the sum of all labor and materials including owner-furnished materials installed in the project.

Acceptable Sureties

Surety companies providing contractors' bonds shall be listed as acceptable sureties in the U.S. Department of Treasury Circular No. 570. A copy of the executed bond shall be furnished to the Owner.

Compliance with Contracts

It is the responsibility of the Owner to make sure, before the commencement of work, that the contractor has insurance which complies with their contract requirements. Compliance with contract requirements should be a certificate signed by a representative of the insurance company, including a provision that no change, in, or cancellation of, any policy listed in the certificate will be made without prior written notice to the Owner.

Providing Insurance Evidence

The contractor shall forward to the Owner, evidence of compliance with their contract requirements. The evidence shall be in the form of a certificate of insurance signed by a representative of the insurance company and include a provision that no change in, or cancellation of, any policy listed in the certificate will be made without the prior written notice to the Owner. The Owner may at any time require public liability insurance and property damage liability insurance greater than that required. In any such event, the additional premium or premium payable solely as the result of such additional insurance shall be added to the contract price.

Where the performance of the work involves "structural property, underground property, or blasting, " the Contractor's comprehensive general liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this contract for property damage (1) arising out of blasting, (2) arising out of collapse of or structural injury to any building or structure, or (3) to underground facilities and utilities.

I have read, understand, and agree to all portions of this Contract.

Master Construction Company, Inc.

By Vickie Henderson
(Contractor)
Title Chief Financial Officer Date 3-16-10

Dakota Carrier Network, LLC

By [Signature]
(Owner)
Title General Manager Date 3/19/10

Project Team

Resumes

Evan A. Hass
General Manager of Dakota Carrier Network

Professional Summary

Mr. Hass has extensive experience in telephony, including Network Planning and managing intercompany operations and connections. He has over 38 years of experience working in various engineering and management functions. His present position was instrumental in the start up of the Dakota Carrier Network Company and the completion of DCN's statewide fiber optic rings, which connect all regions of the state.

Professional Experience

Dakota Carrier Network, LLC, 1997 to Present, General Manager

Mr. Hass oversees the operation of DCN and reports to a Board of Governors, comprised of representatives from the Member Companies. He focuses on the day to day management, financial planning, strategic network planning, market development, network operations and external relations of DCN.

As General Manager Mr. Hass was involved in developing the concept of DCN, LLC as well as approving the network design, developing business plans, procuring financing and operations plans for completing the build out of the statewide network. He also established the organizational structure, recruited key members of the staff and initiated the marketing plans for growing the customer base.

The General Manager has key responsibilities in further developing the network infrastructure to provide transport services to major customers and generate opportunities for Member Companies to utilize the DCN network. He led the North Dakota Technology Planning Forum which has developed strategies for enhancing the network serving the state.

Mr. Hass led the following network projects: Establishing Signal Transfer Points (STP's) to support network signaling and data base services to North Dakota telephone companies; The development of the North Dakota ATM network which provides switched data service to the State Government, K-12 Schools, National Guard and Counties as well as being used extensively by various commercial customers with regional networks; Building redundant Internet Gateways to aggregate broadband throughout the State; and Developing the design for the next generation infrastructure for DCN's statewide network.

US West Communications, 1982 to 1997. Manager of Exchange Carrier Services

Mr. Hass managed the interface between USWC and the Local Exchange Carriers in North Dakota. He was responsible for planning network modernization projects, negotiating network meet points, compensation issues and joint services such as toll services and private lines.

He was the network planning and operations manager for the USWC sale of exchanges in the state. He successfully coordinated the transition of 68 exchanges serving more than 50,000 access lines on a project involving over \$135M in assets.

Northwestern Bell Telephone Company, 1973 to 1982, Manager of Network Planning

Mr. Hass was responsible for the planning of local switching, toll tandems, network transport and special studies. He managed the economic studies that determined the timing and type of technology used to modernize the NWB network in North Dakota.

Seth Arndorfer**Product Development Manager for Dakota Carrier Network****Professional Summary**

Mr. Arndorfer has a great deal of experience in the process of planning, deploying and managing large data and telecommunications network implementations. As Project Manager, Mr. Arndorfer played a critical part in the deployment of the Bioterrorism Wide Area Network (BTWAN). A wide area network that connects over 50 healthcare providers in the state of North Dakota for the use of IP Video and Voice communications in case of a bioterrorism or natural disaster. The BTWAN utilizes DCN's statewide ATM infrastructure in order to deliver Quality of Service video technology to every Hospital in North Dakota.

A Hettinger, ND native, Mr. Arndorfer earned a bachelors degree in Business Administration from Dickinson State University in 1997. [REDACTED]

Professional Experience**Dakota Carrier Network, LLC April 2005 to present, Product Development Manager**

Mr. Arndorfer studies the competitive landscape, develops strategic plans, evaluates and identifies potential business development opportunities. In addition he is responsible to identify changes in the business, technology, or regulatory environments that may warrant modifications to the product development strategy.

Mr. Arndorfer develops new product implementation plans, pricing plans and tools which are then coordinated with operations and sales for implementation. Identifies, for the General Manager, strategic opportunities and problem areas, with suggested approaches and solutions. Assists the General Manager in designated areas such as bidding on and managing large projects.

Mr. Arndorfer led in the following network projects: The Transportation Learning Network which is a WAN utilizing H.323 video connections to communicate between DOT sites in North Dakota, Montana, Wyoming, Utah and Colorado; Bio Terrorism Wide area Network (BTWAN) which connects hospitals and healthcare providers in North Dakota for the use of video conferencing utilizing DCN's statewide ATM infrastructure.

Dakota Carrier Network, LLC 2002 to 2005, Marketing Specialist

Mr. Arndorfer's responsibilities included commercial sales of broadband services, such as Frame Relay, ATM, Broadband Internet Services, and point to point T1, DS3 & OCN circuits. Mr. Arndorfer was also responsible for the management of the implementation of the networks he sold.

Consolidated Telcom 1997 to 2002, Communications Consultant

Mr. Arndorfer was responsible for the sale of commercial dial tone, broadband sales including DSL, T1, DS3 & OCN. He was also responsible for selling LAN switching and cabling infrastructure. In addition, Mr. Arndorfer sold PBX telephone systems, cell phone and pager sales, as well as mobile two-way radio systems.

Donald E. Pedersen
Operations Manager for Dakota Carrier Network

Professional Summary

Mr. Pedersen has extensive experience in telephony and data communications, including supervising a Switch Control Center and as Network Administrator for a large hospital. He has over 29 years of experience in telephony and 9 years in data communications and broadband carrier transport. In his most recent assignment he has been responsible for the completion, operation and maintenance of DCN's SONET OC-48 fiber optic rings, ATM Network and Internet (ISP) Network.

Professional Experience

Dakota Carrier Network, LLC 1998 to present, Operations Manager

Mr. Pedersen is responsible for the day-to day operations and maintenance of Dakota Carrier Network's fiber optic systems. His daily focus is on maintaining all parts of the system at a high state of operational readiness. He does this by regularly evaluating trouble logs and performance monitoring tools to insure that the highest levels of customer service are being met. In addition, he plans for and oversees the addition of the necessary equipment to meet customer due dates and provide error free service. Other duties are to provide training for Network Technicians, meet with customers and assist the Marketing Manager and the Consulting Engineer. He reports to the General Manager.

Medcenter One Health Systems, 1995 to 1998, Network Administrator

Mr. Pedersen was responsible for the installation and maintenance of the Ethernet network that encompassed a hospital, a clinic and 7 remote sites. His initial role was to prepare plans for placing Category 5 cabling at all required sites, hiring a contractor to complete the wiring, then insuring the work was completed as specified. Following this he was responsible for the installing and maintaining a network of over 1000 computers. Additional duties included maintaining the twin-ax cabling and equipment associated with the legacy network. He reported to the Director of Information Services.

US West Communications, 1986 to 1995, Supervisor - Switching Control Center

Mr. Pedersen was responsible for the operations of a Switching Control Center that provided 7 x 24 alarm surveillance, 1st Tier Technical Support, Service and Routing Translations and Administrative Support for the North Dakota and South Dakota Switching Operations. He directed the work functions for 26 Network Technicians to accomplish the goals of the Center. A major accomplishment for Mr. Pedersen was providing the Team Leadership for the Translations and 1st Tier Support groups when US West replaced 100 + older Central Offices with up to date Digital Switching Offices over a 2 ½ year period. He reported to the Manager – Switching Operations .

James D. Laske
Accounting Manager of Dakota Carrier Network

Professional Summary

Mr. Laske has 26 years of upper management and accounting experience in numerous and diverse industries, including telecommunications, real estate development, construction, manufacturing and banking. A Certified Public Accountant, Mr. Laske's current position involves overseeing the general financial operations of DCN.

Professional Experience

Dakota Carrier Network, LLC, 2001 to Present, Accounting Manager

Mr. Laske oversees the general financial operation of DCN, and reports to the General Manager. He is responsible for all company financial reporting, including the generation of the internal financial statements of DCN. Mr. Laske is also responsible for the budgeting, forecasting and analysis of company financial operations, cash flows and capital. He also manages the day-to-day accounting processes and systems of the company.

Roers' Development and Construction, Inc., 1998 to 2001, Accounting Director

Mr. Laske managed all financial and accounting aspects of this privately owned multi-company organization, reporting directly to the owner. In addition, he had responsibility for analyzing project feasibility, while reviewing and executing project contracts in both the real estate development and construction operations of the company. Mr. Laske was also a key member of the corporate strategic planning team.

Hebron Brick Company, Inc., 1994 to 1998, Assistant General Manager / 1992 to 1998, Controller

Mr. Laske began as controller for this 100 year old, privately owned, manufacturing company, reporting directly to the company's three owners, one of which acted as General Manager. He was responsible for the oversight and management of all accounting and financial operations. Mr. Laske was promoted within the company to become Assistant General Manager, which included the additional responsibilities of production scheduling, personnel administration, labor contract negotiation, and overall strategic planning, while retaining the general oversight of controller.

First Federal Savings and Loan, 1984 to 1992, Treasurer & Controller

Mr. Laske managed all accounting operations of this 100+ year old mutual savings institution, reporting to the President, directly, and the Board of Directors indirectly. He was also directly responsible for budgeting, forecasting and cash flow analysis. Mr. Laske was also responsible for managing the company's personnel department and on-line computer system. He was also designated as the company security officer and was a key member of the company strategic planning team.

Lanny Harris, PE

Lanny has more than 18 years of experience in telecommunications. His experience has ranged from project engineer to project manager. Most recently, he has been involved in feasibility studies, design, implementation of fixed and mobile wireless systems, and FTTH systems.

Planning and Technology Experience

Network Planning for Various Networks

- Consolidated Telcom
- CRST Telephone Authority
- James Valley Telecommunications
- Reservation Telephone Cooperative
- Upper Penninsula Telephone
- RUS and private loan designs

Technology Qualifications

- Point-to-Point and Point-to-Multi-point RF Radio Design – 11 years experience
- Mobile Radio – 12 years experience
- ATM Switching and Routing – 6 years experience
- Digital Telephony Switching – 18 years experience
- FTTH Equipment – 5 years experience
- Digital Loop Carrier – 18 years experience
- Fiber Optic Transmission – 18 years experience
- xDSL Technology – 11 years experience
- Broadband Video Distribution – 9 years experience
- CATV – 7 years experience
- Internet Protocol (IP) – 7 years experience
- Wireless Cable TV (MMDS) – 12 years experience
- Voice Over IP – 7 years experience

Most Recent Experience

- Planning, design, and implementation of FTTH equipment and technologies.
- IP video planning, business planning, technology, design, and implementation from headend to customer premise.
- Planning, design, and implementation of fixed wireless point-to-multipoint network. KL&J designed MMDS and 700 MHz wireless systems for data and VoIP.
- Planning, design, implementation, and project management of 1,900 PCS network. Project consisted of a complete design including RF analysis, MSC, BSC, 20 BTSs, 13 new towers, site development, environmental reporting, and site acquisition.

Registration

Professional Engineer –
ND, SD, MI

Education

MA Business
Administration – University
of North Dakota

BS Electrical Engineering –
University of North Dakota

Dean Anagnost, PE

Dean has more than 23 years of experience as a consulting engineer, much of which has been spent serving the needs of independent and rural telecommunications industry clients. He has served in many capacities on various technical projects. He focuses much of his time on problem and opportunity identification and the strategies that offer solutions. Dean is well-versed in many technologies including TDM Switching, Soft-switching, Broadband Networks, Data Networks, Wireless Systems, traffic signals, and lighting systems, CATV Distribution and Earth Station design, and project management.

Planning and Technology Experience

Network Planning

- Principal Network Planning for various networks, including:
- Dakota Carrier Network – Since Inception (1996)
- Consolidated Telcom – Since 1993
- CRST Telephone Authority – Since 1991
- Dickey Rural Networks – Since 1996
- IdeaOne Telecom Group – 1998-2000
- Upper Peninsula Telephone – Since 2002
- Approximately \$200 Million in RUS and Private Loan Designs – Since 1993
- Technology Qualifications
- Point-to-point and Point-to-Multi-point RF Radio Design – 20 years experience
- ATM Switching and Routing – 10 years experience
- Step-by-step, Electronic and Digital Switching – 21 years experience
- Analog wideband and narrowband carrier (N2, N4, CM8, Siescor, Anaconda) – 21 years experience
- Fiber Optic Transmission – 19 years experience
- Mobile Radio Engineering – 13 years experience
- xDSL Technology – 9 years experience
- Internet Protocol Switching/Networking – 8 years experience
- CATV Distribution – 18 years experience
- Broadband Video Distribution – 8 years experience
- Business and Operations Consulting
- Business Planning – 13 years
- Operations Support Systems (ALIT, CMAC, TLWS, ALM) – 13 years
- Acquisition Planning and Network Due Diligence – 15 years

Registration

Professional Engineer –
ND, SD, MN, AR, MI, MT,
WY, NM

Education

BS Electrical Engineering –
North Dakota State
University

Post Graduate Work
Business and Finance –
University of North Dakota

Fellow Senior Executive
Institute ACEC/Advanced

Senior Electrical Engineer

I-29 & 52nd Avenue South Interchange and Frontage Road Reconstruction – Fargo, ND

KL&J prepared an Environmental Assessment to study alignment alternatives for the I-29 & 52nd Avenue South Interchange and for two miles of 52nd Avenue South that would relieve future traffic congestion concerns in this rapidly growing urban area of south Fargo. KL&J also provided final design services for the preparation of detailed plans and specifications for the reconstruction of the I-29 & 52nd Avenue South Interchange. The scope of work included design and detailing of the 52nd Avenue crossroads, new interchange ramps and loops, I-29 frontage road reconnections, two bridge structures, two pedestrian

underpass box culverts, storm sewer, roadway and high-mast lighting, traffic signals, work zone traffic control, signing, pavement marking, and incidental items.

Senior Electrical Engineer

Shoshone Ave, Butler Spaeth Rd, and Lakeway Rd Extensions – Gillette, WY

This project provided a new north-south arterial street, which relieves pressure on Hwy 59 through Gillette. Other significant project elements included preparation of a traffic study; flood plain analysis; street lighting; traffic signal analysis/design at five intersections; an extensive public involvement process; environmental review; and close coordination with WYDOT. Project cost was \$10.2 million.

Senior Electrical Engineer

East Boulevard/East North Street Reconstruction – Rapid City, SD

East Boulevard and East North Street are arterials in northeast Rapid City, SD. This 14 block reconstruction through a developed commercial area will address access control, increased traffic volumes, and ADA accessibility. A traffic operations study was prepared that recommends geometric alternatives and access management treatments to accommodate future traffic and existing businesses.

Senior Design Engineer

Qwest Communications – Fargo, ND

- Work daily with the following programs: Cimage, OSP-FM, LFACS, RTT,
- NECTAS, CPD, JDS and Windows
- Resolve all issues with previously placed orders as they are received
- Communicate effectively with customers to meet their needs of service
- Manage time under pressure to successfully meet and exceed all objectives
- Collaborated with Tactical Planner on design of Copper and Fiber Feeder Facilities, Fiber to the Node (FTTN), Pair Gain Carrier Systems
- Designed and generated a plan of action for distribution facilities for new developments, facilities in underground, buried and aerial plants, and cable replacements and all retirements involved in maintenance and relocation issues
- Cooperate with private landowners to obtain private right of way, as well as work with county, state, and federal governments to obtain permits for cable placements
- Take detailed field notes for proper facility design for sizing and cable lengths
- Partner with contract administrators for proper facility placements

Network Technician

Qwest Communications/USWest/Northwestern Bell – Bismarck, ND

- Read and interpreted job orders in order to successfully accomplish splice cable and fiber, cable replacement and maintenance, repair cut cables' air pressure trouble, and restore digital and analog pair gain system
- Communicated effectively with management and co-workers to address difficulties and come up with the most successful solutions to problems
- Read and interpreted cable prints
- Worked daily on multiple computer programs
- Partnered with local contractors on a weekly basis to complete work orders
- Ensured that all customer requests were carried out in a timely manner with the highest level of customer service

Frame Attendant/ Central Office Technician, 1981 – 1982

Qwest Communications/Northwestern Bell – Bismarck, ND

- Used multiple computer programs daily
- Installed orders, repaired trouble and tested in the Central Office

Terry Kassian, PE

Terry has 13 years of experience in the telecommunications industry as an Engineering Technician with KL&J.

Project Resident

IdeaOne Telecom Group – Fargo, ND

Supervised a competitive local exchange telephone company; project supervision, field design, and right-of-way coordination.

Project Designer

Allband Communications Cooperative – Curran, MI

Construction management, design, drafting, project construction supervision and right-of-way coordination for several FTTH projects.

Project Designer

LISCO – Fairfield, IA

Design of FTTH facilities including right-of-way coordination.

Project Designer

Consolidated Telcom – Dickinson, ND

Design, drafting, and construction supervision of several exchange plant upgrades, including both fiber and copper cable additions. Overbuild design, drafting, and construction supervision of several projects including FTTH and right-of-way coordination.

Engineering Technician

Southern Montana Telephone Company – Wisdom, MT

Design, drafting, and project construction supervision of copper and fiber optic facilities and right-of-way coordination.

Engineering Technician

Cheyenne River Sioux Tribe Telephone Authority – Eagle Butte, SD

Design, drafting and project construction supervision of copper and fiber optic facilities and right-of-way coordination.

Engineering Technician

James Valley Telecommunications – Groton, SD

Design, drafting, and project construction supervision of copper and fiber optic facilities.

Education

Engineering Technician –
Bismarck State College

Industrial
Technology/Engineering (in
progress) – University of
North Dakota

Engineering Technician

Dakota Carrier Network – Fargo, ND

Design, drafting, and project construction supervision of fiber optic facilities.

Engineering Technician

Dickey Rural Telephone Cooperative/Dickey Rural Communications – Ellendale, ND

Drafting and project construction supervision of fiber optic facilities.

Engineering Technician

Upper Peninsula Telephone Company – Carney, MI

Construction management, design, drafting and project construction supervision of copper and fiber optic facilities and right-of-way coordination.

Engineering Technician

Reservation Telephone Cooperative – Parshall, ND

Project construction supervision of fiber optic facilities.

Engineering Technician

Mid-Rivers Telephone Cooperative, Inc. – Glendive, MT

Overbuild design of rural copper facilities to fiber optic facilities.

Wendy Zander

Drafting Supervisor

Wendy is the Drafting Supervisor in the KL&J Telecommunications Group. She is responsible for work flow, quality control, and quality assessment.

Education

AS Architectural Drafting
and Estimating Technology

Drafting Technician

IdeaOne Telcom Group – Fargo, ND

Creating construction/as-built staking sheets for facility design.

Drafting Technician

Consolidated Telecom – North and South Dakota

Drafting location maps and system-wide design maps for 300-mile fiber optic cable project.

Drafting Technician

Cheyenne River Sioux Tribe Telephone Authority

Conversion of existing plant-in-service maps to georeferenced digital spatial data (DSD) maps. Including attribution of client's facilities and staking sheet links to DSD maps.

Drafting Technician

All Telecommunication Clients

Drafting floor plans and schematics for central office equipment placement and racking plans.

Drafting Technician

Cheyenne River Souix Tribe Telephone Authority

Relocating telephone utilities due to road move project. Occurred on public and private right-of-way. Permitting was also necessary. Cable improvements were on BIA land.

Drafting Technician

Consolidated Telephone Cooperative

Cable improvement project crossing forest service lands.

Drafting Technician

Divide County, ND

Cable improvement project crossing forest service lands.

Drafting Technician

All Telecommunications Clients

Crossing tracts of school lands.

Drafting Technician

MLGC

Build geo-spatial exchange boundaries from PUS filing maps.

Drafting Technician

Reservation Telephone Cooperative, MLGC, Allband Communications Cooperative

Prepare maps for Broadband stimulus applications using the RUS web-based mapping tool.

Network Technician

Qwest Corporation – Mandan, ND

- Splice, test and repair copper and fiber optic cables
- Place copper and fiber optic cables in aerial, buried and underground environments
- Operate heavy equipment for cable placement

Contract inspector

Qwest Corporation– Mandan, ND

- Managed an average of 250 placing jobs per year
- Managed jobs and contractors to meet deadlines
- Inspected work done by contractors for quality per contract specifications
- Ordered and disbursed material for all jobs
- Stake routes indicated on work prints
- Report as-builts to engineering department
- Coordinate work with other utility companies
- Engineering responsibilities in winter months

Senior Design Engineer

Qwest Communications– Mandan, ND

- Design aerial, buried and underground job orders
- Obtain easements and permits
- Meet with builders/developers to determine their needs
- Maintain and verify records
- Coordinate with other utility companies
- Work with OSP-FM, a GIS based automated planning, engineering and facilities management system
- Work with Cimage, a CAD program for planning, engineering and facilities management

Project Supporter

Resumes

WORK HISTORY

- 2006-Present Plant/Operations Manager, Inter-Community Telephone Co.*
- Engineering capital expense projects, including fiber optic installation, termination, testing, etc.
 - Oversee contractors as needed on projects
 - Obtain necessary permits, easements for projects
 - Oversee Central Office and Outside Plant Employees
 - Purchase, maintain inventory of supplies
 - Other day to day duties, i.e., locates, dispatching, safety, vehicle maintenance scheduling, etc.
- 2001-2006 Central Office Technician, Inter-Community Telephone Co.*
- Performed duties as assigned
- 2000-2001 Owner- Stoa Consulting*
- Performed oil and gas wellsite geologic consulting.
- 1998-2000 GIS Coordinator, Nodak Electric Cooperative*
- Developed and maintained Geographic Information System and engineering database
 - Developed a computer aided drafting system utilizing AutoCad
 - Installed necessary software and drivers for various purposes
 - Insured necessary network links were maintained
 - Prepared maps, diagrams, graphics, visual aids, and engineering drawings as needed
 - Developed Engineering Procedural Flowcharts
 - Performed database queries for use in reports, account operations and map development
 - Maintained updates and changes in existing maps and circuit diagrams
 - Occasional customer service
 - Performed staking of new distribution lines
- 1994-1998 Research Specialist, University of North Dakota (Energy & Environmental Research Center)*
- Utilized PC based software, including database, spreadsheet, word processing, presentation graphics, GIS, utilities, scanning, fax/modem, optical character recognition, e-mail, ftp, and web-site development
 - Installed various hardware devices, such as scanner, fax/modem, etc.
 - Developed equipment and software requirements
 - Developed and coordinated database activities for projects
 - Prepared budgets

- Project management
- Personnel supervision
- Generated SQL queries of database for spatial analysis with GIS
- Authored / co-authored reports for clients and journal articles
- Produced materials for publications and reports
- Proposal preparation, including budgeting, manpower projections, equipment requirements, and project scheduling as well as daily project administration functions
- Developed in-house seminars for EERC employees

1992-1994

Research Technician, University of North Dakota (Energy & Environmental Research Center)

- Supervised personnel in development of GIS database
- Managed software and data acquisition
- Performed data reduction and spreadsheet/database analysis
- Prepared reports for presentation and progress review meetings
- Assisted in writing and preparation of materials for publication
- Generated necessary computer graphics
- Produced necessary color graphics via computer/printer interface
- Supervised personnel involved with publication preparation

1991-1992

Pilot Plant Operator, University of North Dakota (Energy & Environmental Research Center)

- Maintained, operated and assembled various reactor vessels including high pressure/high temperature coal gasification reactors, coal-water fuel reactors and Hydrogen production reactors
- Developed and maintained database of parts inventory for in-house use
- Other activities including welding, plumbing, hydrostatic testing, etc

1980-1991

Curator, Wilson M. Laird Core and Sample Library, North Dakota Geological Survey

- Developed and maintained database of sample materials
- Established collection of subsurface thin sections
- Supervised personnel
- Assisted library patrons and Geological Survey staff
- Prepared and presented reports on subsurface research

EDUCATION

1989

*Bachelor of Science, University of North Dakota
Minor in Geology*

COMPUTER SKILLS

- Excel, Access, Word, AutoCad Map, PowerPoint, Photoshop, Q&A, Atlas-GIS, ArcView, MapInfo Professional, FTP, TCP-IP, Web-site development (HTML), Windows family, DOS

- Installed hardware components as required, and necessary software drivers
- Installed software as needed
- Performed basic photo/illustration editing
- Advanced training in MapInfo Professional
- Training in Gentry Systems/AutoCad

PUBLICATIONS

- Please see separate file

PUBLICATIONS and PRESENTATIONS

- Stoa, R.S., Peck, W.D., Sorenson, J.A., December 1997, "Development of a Natural Settings Geographic Information System Database for Gas Research Institute", GRI White Paper.
- Stoa, R.S., Schmit, C.R., Henke, K.R., December 1995, "Review of Recently Completed and Ongoing North American Investigations Focused on Subsurface Issues of Interest to the Gas Industry" (including GRISID Database), GRI Topical Report.
- Daly, D.J., Stoa, R.S., Bassingthwaite, S.A., Sorenson, J.A., and Charlton, D.S., 1995, Gas industry-related exploration and production waste "demographics" utilizing GIS: SPE/EPA Exploration, and Production Environmental Conference, March 27-29, 1995, Houston, Texas, Proceedings.
- Daly, D.J., Stoa, R.S., Sorenson, J.A., and Bassingthwaite, S.A., 1995, Atlas of gas-related drilling waste for 1990: Topical report for Gas Research Institute GRI-95/0017, U.S. DOE DE-FC21-86MC10637 and DE-FC21-93MC30098, May 1995.
- Daly, D.J., Stoa, R.S., Sorenson, J.A., Bassingthwaite, S.A., Mesing G.E., Fillo, J.P., Pemmaraju, S., Martz, K.D., and Tallon, T.J., 1995, Atlas of gas-related produced water for 1990: Topical report for Gas Research Institute GRI-95/0016, U.S. DOE DE-FC21-86MC10637, May 1995.
- Energy & Environmental Research Center (Daly, D.J., Stoa, R.S., Sorenson, J.A., and Bassingthwaite, S.J.) and ENSR Consulting and Engineering (Mesing, G.E., Pemmaraju, S., Martz, K.D., and Tallon, J.T.), 1995, Atlas of gas-related produced water for 1990: Gas Research Institute, Chicago, Illinois, Topical Report GRI-95/0016, 88 p.
- Harju, J.A., Stoa, R.S., and Sorenson, J.A., 1995, Environmental management research initiatives within the oil and gas industry: Poster presented at 1995 American Water Resources Association Annual Conference & Symposium, Houston, Texas, November 1995.
- Stoa, R.S., Bassingthwaite, S.A., and Sorenson, J.A., 1995, PCs ease geographic oil and gas data base visualization: Oil & Gas Journal, September 25, 1995.
- Daly, D.J., Stoa, R.S., Bassingthwaite, S.A., Sorenson, J.A., Charlton, D.S., and Evans, J.M., 1994, Gas industry-related exploration and production waste generation and management "demographics": Colorado School of Mines, 1994 Rocky Mountain Symposium on Environmental Issues in Oil and Gas Operations, Proceedings.
- Daly, D.J., Stoa, R.S., Sorenson, J.A., and Bassingthwaite, S.A., 1992, Gas industry related drilling waste management "demographics": Unpublished report to J.M. Evans,

Gas Research Institute, GRI Contract No. 5090-251-1930 and U.S. DOE DE-FC21-86MC10637, EERC publication.

- Daly, D.J., Stoa, R.S., Sorenson, J.A., and Bassingthwaite, S.A., 1992, Gas industry related produced water management "demographics": Unpublished report to J.M. Evans, Gas Research Institute, GRI Contract No. 5090-251-1930 and DOE DE-FC21-86MC10637, EERC publication.
- Stoa, R.S., Stefanovsky, G. L., and Schwartz, D.A., 1984, Electric log-core relations in the Mission Canyon Formation, North-Central Burke County, North Dakota, in Lorsong, J.A., and Wilson, M.A. eds., Oil and Gas in Saskatchewan: Saskatchewan Geological Society, Special Publication Number 7, 53-56.

Larson, Keith

General Manager / CEO

Education: Bachelor of Science in Business Administration (Accounting) from the University of North Dakota in 1979

Became a CPA in 1984

Duties / Responsibilities Oversee the operations of Dakota Central Telecommunications Cooperative and its subsidiaries.

Oversee all staff.

Experience:

- Began career at Dakota Central Telecommunications in 1979 when he was hired as the Office Manager.
- Held the position of Chief Financial officer of the company until he began his current position in 2000.
- Performed as Chief Financial Officer for North Dakota Telephone Company from 1994 – 2000.
- He was instrumental in the development of North Dakota Long Distance (a long distance company), in IdeaOne Telecom Group (a CLEC in Fargo, ND), and acted as their Chief Financial Officer for a number of years during their start-up phases.
- Currently on the Board of Directors and holds various officer positions with Dakota Carrier Network, North Dakota Long Distance, North Dakota Telephone Association, and North Plains Utility Contractors.
- Chairman of the North Dakota General Managers Group.

Berg, Paul

Chief Plant Officer

Education: Bachelor of Science in Business Administration (Accounting) from Valley City State University in 1980

Duties / Responsibilities Oversee the Plant operations of Dakota Central Telecommunications Cooperative and its subsidiaries.

Experience:

- Became Chief Plant Officer in 2000.
- Prior to 2000, held various other positions including Project Coordinator, Plant and Office Coordinator, and Plant Clerk.

Hewitt, Cindy

Accounting Manager

Education:

Bachelor of Science in Accounting and Business Administration from Moorhead State University (Moorhead, MN) in 1989

Became a CPA in 1999

Duties / Responsibilities

Oversee the accounting operations of Dakota Central Telecommunications Cooperative and its subsidiaries.

Experience:

- Began at Dakota Central Telecommunications Cooperative in 1996.
- Previously held the positions of Billing Clerk (1 yr.), Accountant (2 yrs.), and Commercial Manager (2 yrs.).
- Prior to DCT, she was an Accountant for Cellular One (3 yrs.) and an Accountant for Dakota Growers Pasta Company (3 yrs.)

Topp, Holly

Sales and Customer Service Manager

Education:

Bachelor of Science in Business Administration with emphasis in Accounting and Finance from Valley City State University

Master's of Business Administration from University of Mary (Bismarck, ND) in 2000

Duties / Responsibilities

Overseeing the operations of the sales and customer service employees.

Experience:

- Began at Dakota Central Telecommunications Cooperative in 2000 and current position in 2004.
- Previously held the positions of Accountant and Account Executive.
- Prior to DCT, she worked as a Sales Assistant for Nodak Mutual Insurance and an Account Representative for Community Credit Union.

Executive BIO “Derrick F. Bulawa”

BEK Communications Cooperative, CEO 2006 to Present

Provided hands-on leadership and strategies for evolving a 55 year old telephone cooperative into a multi-product and multi-service success story. In doing so we developed business models, go-to-market strategies, and executed on the a 200 channel IPTV business, live sports channel, aggressive deployment of Fiber to the Home and deployment of very high speed internet services. In 2008, BEK received **two national awards**, the Broadband Properties, “Corner Stone Award” and the coveted Telco TV “Innovative Service Provider of the Year” award.

VCinema, Inc, President, 2004 to 2006

Provided hands-on leadership in securing capital, operational and financial modeling, and day-to-day operations for this early-stage IP content delivery company. Developed the strategies for providing consumers with the capability of downloading premium studio and TV content directly to enabled DVRs, PCs, laptops, cell phones, and portable media players. Led the management team in the development of operating models, capacity planning, and operating and execution strategies, yielding the raising of \$1.35 mm in venture capital funding in 2005.

Zone Telecomm, Founder & President, 2001 to 2004

Created the business model, technology, and functionality for this integrated telecom-Internet start-up offering long distance, data circuits, Internet bandwidth, dedicated circuits, VPNs and VOIP services, with Internet-enabled self-service and business intelligence tools. Expanded service offerings into Asian markets with direct operating services in Hong Kong and Singapore. During this period, \$35 mm in venture funding was raised, 600,000 subscribers were acquired and the revenue reached \$50 mm.

e-Kong Group (SEHK 524; OTC EKONY) , CEO, 1999 to 2004

Recruited to execute a turnaround for this struggling public company with a new focus on telecom, Internet technology, and e-commerce services. Designed a recapitalization plan and spearheaded a strong revenue growth strategy. Reconstituted the board, replacing ineffective members with credible and well respected people having successful track records in high-technology ventures. The results of this activity yielded a public placement of \$120 mm, revenue growth to \$55 mm, and turn-around effort yielding a 17 times multiple of the stock price.

Unifi Communications, COO/President North Asia, 1995 to 1999

Directed P&Ls for businesses in five countries (Hong Kong, China, Korea, Japan, and Taiwan) for this value-added Internet telecom services provider. Services were offered by this early-stage private IP network in 13 global markets, including the U.S., Asia, and Europe; the company achieved a ranking of number 20 on the INC 500 list of fastest-growing companies in 1998. Achievements include regional growth to \$20 mm per year in revenues and sale of the business assets yielding \$15 mm.

STAR TV, GMVP, Satellite & Technical Operations, 1990 to 1994

Key player in the operation, development and growth of Asia’s first regional satellite television company providing direct-to-home entertainment covering 53 Asian and Middle Eastern countries, including 12 channels in five languages. Led the development of uplink and broadcast facilities. Developed and operated the \$50 million Clearwater Bay broadcast center, supporting over 170 million viewers per day. STAR TV was subsequently sold to New Corporation for \$980 mm.

Education/Training

- BS Electronics Engineering Technology, DeVry Institute of Technology, Columbus Ohio, 1985. Honors for Academic Achievements.

Executive BIO “Roxanne Pflüger”

BEK Communications Cooperative • Steele, ND

Chief Operating Office • 01/2005 – present

- Oversee network, outside plant, sales, marketing and customer service operations for the cooperative.
- Responsible for planning, implementation, and analysis of company objectives.
- Responsible for communication of company objectives to employees.

Business Manager • 06/1998 – 01/2005

- Responsible for all company marketing and public relations activities.
- Supervised customer service staff and activities.

Wal-Mart Stores, Inc. • Various locations

Assistant Manager • 05/1992-06/1998

- Responsible for total store operations and communication of corporate direction for up to 275 employees.
- Held role of Lead Assistant Manager, responsible for all activities in absence of the manager.
- Assisted in problem solving and correcting situations in an opportunity store.

Management Trainee • 08/1991-05/1992

- Followed a 20 week training schedule which emphasized operational skills, personal effectiveness, merchandising and people skills.

Management Intern • 06/1991-08/1991

- Basic orientation to Wal-Mart Management Principles and Practices.

Other

- **Varsity Mart • Fargo, ND** – Apparel Sales Clerk
- **Div Con Inc. • Bismarck, ND** – Office Assistant
- **Gravel Products • Minot, ND** – Grade Checker, Laborer
- **Opp Harvesting • Carson, ND** – Truck Driver

EDUCATION:

- Bachelor of University Studies, Management Information Systems.
- North Dakota State University, Fargo, ND. May 1992.

Executive BIO “Dean Priebe”

BEK Communications Cooperative, Steele ND

Financial/Office Manager, 1990 to Present

- As Financial Manager of BEK Communications Cooperative, I am responsible for the overall function of the financial dealings of the cooperative. The cooperative holdings include telephone services, DSL, wireless, internet and television.
- Handle all the financial reports, including RUS reports, and oversee the accounting, billing and financial investments for the cooperative. I am directly responsible for compiling the budget. I supervise the completion of all the work papers for the auditing firm and work closely with government agencies that audit this firm.
- Until the cooperative expanded in size, as Office Manager, I was responsible for the promotion and advertising of the products and services that our cooperative provided.
- Supervise the office employees and am directly responsible to the CEO. I have been instrumental in keeping up with the latest accounting programs that NISC offers. Our cooperative was the beta site for their new iVue programming, keeping the cooperative on the cutting edge with the latest accounting programs.
- Possess a good working knowledge of the outside plant operations, including construction projects. BEK’s latest project is video over our fiber to the home, as well as other projects in the near future. I also compile and present the financials to the Board of Directors monthly. I make the reports board friendly and easy to understand, with a Power Point presentation. While employed at BEK Communications Cooperative, I have held offices in the following organizations:

Other Positions and Appointments

- North Dakota Apprentice, Training and Safety—board of directors for 5 years
- Tri-State Operating Conference – board of directors for 3 years
- President of the North Dakota Office Managers Association
- I co-founded the North Dakota Office Workers Conference

Executive BIO “Thomas Steinolfson”

BEK Communications, Steele, ND 1988 to present

Network Manager (2006 to Present)

- Help develop and implement strategic company plans and objectives
- Help implement company policies and develop plant operating procedures.
- Develop and complete the annual plant operating and capital expenditure budgets along with their associated work plans.
- Direct management responsibilities for thirteen employees.
- Responsible for all Central Office and data network equipment planning and implementation.
- Responsible for direct management of the live production of local high school sporting activities.
- Managed the development and operation of the BEK TV & Steele Cablevision Head ends.

Central Office Supervisor (2001-2006)

- Responsible for all Central Office and data network equipment planning and implementation.
- Maintain accurate equipment and installation expenditures by account.
- Direct Supervision of five employees

Central Office Technician (1996 to 2001)

- Installed and maintained all central office and internet equipment.
- Maintained accurate records and central office inventory.
- Completed hardware and software testing for plant equipment reliability and quality.
- Maintained and provisioned all data equipment for BEK Communications Internet Company.

Construction Foreman (1995 to 1996)

- Supervised technicians in the construction department.
- Responsible for the construction of new communications facilities, and the removal of existing cables.
- Prepared and maintained installation drawings.
- Prepared plant estimates of equipment, labor, and material costs.

Combination Technician (1990 to 1995)

- Installed and repaired telecommunication lines and equipment.
- Completed work orders to move, change, install, and repair both customer and company owned equipment.
- Maintained a communications plant ensuring specifications were met.
- Installed and maintained 330 MHZ analog cable television plant.

Construction Technician (1988 to 1990)

- Installed and maintained aerial and buried cables for TV and Phone service.
- Located and repaired damaged plant.
- Operated and maintained heavy construction equipment.

EDUCATION AND CREDENTIALS

- Associate in Telephone Service (1988) Wadena Technical College, Wadena, MN
- Advanced Leadership Training with Insight Management Consulting
- Numerous Technical Switch Certifications
- Cisco Network Training
- Notary Public

Executive BIO “Jeff Symens”

BEK Communications, Steele, ND 1988 to present

Outside Plant Manager (2006 to Present)

- Directly involved in all day to day operations of the plant facilities and personnel
- Design fiber to the home network in a PON architecture, utilizing the Optical Solutions and Calix access platforms
- Responsible for all facets of the outside telco plant, including design, build and installation, maintenance, and troubleshooting

Outside Plant Supervisor (2000 to 2006)

- Supervision of OSP staff in quality control relating to customer issues, dispatch, planning and staking of facilities, placement of facilities, easement acquisition

Construction Supervisor (1998 to 2000)

- Supervision and installation of cable line and electronics

Plant Technician (1995 to 1998)

- Install, turn-up, test, and troubleshoot all access equipment for digital loop carrier platforms, such as AFC, Tellabs, Charles Industries, Telstrat.
- Testing and trouble shooting of small CATV systems and installation, testing, troubleshooting of DBS systems from 1995 until sale of business franchise in 1999.

EDUCATION AND CREDENTIALS

- Associates Degree in Business Management, from NDSCS
- Skilled and certified in structured cabling systems.

Northwest Communications Cooperative
PO Box 38 701-568-8121
Ray, ND 58849 deanr@nccray.com

Dean N. Rustad

Experience

2007 – present Northwest Communications Cooperative Ray, ND

Operations Manager

- Oversee all operations, including outside fiber and copper plants, sonet rings both TDM and GigE, switching facilities, routers, switches, power distribution bays, vehicles, records for the plant, special access circuits, CATV headend, CATV coaxial plant and safety. Involved not only in the day to day operations but also in the engineering and planning of future facilities.

2006 – 2007 Northwest Communications Cooperative Ray, ND

Outside Plant Supervisor

- Supervised the outside plant employees that installed and maintained the copper and fiber facilities as well as home installations
- Installed HDTV headend, rebuilt CATV coaxial plants

2001 – 2006 Northwest Communications Cooperative Ray, ND

Network Tech

- Installed and maintained Central office equipment, CATV headend equipment

1995 – 2001 Northwest Communications Cooperative Ray, ND

Combination Tech

- Responsible for the maintenance of copper plant and home installs of telephone, CATV and DSL.

1992 – 1995 Burlington Northern Santa Fe Railroad Minot ND

Assistant Signalman/ Signalman/Maintainer

- Constructed and maintained right of way and crossing signals

1986-1992 Intercommunity Telephone Company Wheatland ND

Switch Technician

- Maintained an Automatic Electric 490L for the AUTOVON system

Northwest Communications Cooperative
PO Box 38 701-568-3331
Ray, ND 58849 dwights@nccray.com

Dwight Schmitt

Experience

2003 – present Northwest Communications Cooperative Ray, ND

General Manager/CEO

- Provide telephone services, long distance service through NDLD, high-speed internet service both wireless and wireline, CATV including wireless, digital, and HD, joint cellular service with SRT and Nemont

2001 – 2003 Royal Telephone Company Royal, IA

General Manager

- Provide telephone services, CATV, DSL internet service
- Included a telemarketing center with about 25 employees

1996 – 2001 River Valley Telecommunications Coop Graettinger, IA

Marketing, Construction, and MMDS Technician

- Provide telephone services, CATV, internet service

Resume of Tyler Kilde, Vice President and General Manger of Griggs County Telephone and Moore & Liberty Telephone

Tyler Kilde, Director, Vice President and General Manager of Griggs County Telephone and Moore & Liberty Telephone, has been in the telecommunications business for the past 20 years serving rural North Dakota and Minnesota. Mr. Kilde joined Moore & Liberty Telephone and Griggs County Telephone in 2002. Currently, Mr. Kilde's daily activities consist of overseeing day to day operations and the strategic planning and deployment of new and enhanced services.

He currently sits on the Boards of Dakota Carrier Network (a wire line transport company), Red River Cellular (a partner with Verizon Wireless serving RSA#3 in Eastern North Dakota), and North Dakota Long Distance, a long distance provider serving North Dakota.

During his tenure, Mr. Kilde has been the project manager working with Mr. Brown and staff of various broadband deployments. This includes deployment of internet services into previously unserved and underserved areas in North Dakota using various technologies such as Digital Subscriber Line (DSL) and Data Over Cable Service Interface Specifications (DOCSIS). Mr. Kilde was also the project manager in 2004 for the company's major middle mile interconnection project. This included the installation of 193 KM of fiber optic cable and the deployment of an OC48/2.5G ring connecting various exchanges in Eastern North Dakota. This project continues to be the foundation utilized by MLGC for Broadband services throughout Eastern North Dakota.

In 2003, MLGC acquired four cable TV systems and entered the business of distributing broadcast and cable programming to rural small town customers. At the time of purchase, these systems were old, deteriorated and lacked spectrum capacity to expand above the 26 channels offered. Mr. Kilde along with other key individuals at MLGC coordinated the task of rebuilding these systems. This included expanding the existing 330 MHz to 860 MHz to increasing the channel capacity. Currently MLGC offers over 70 channels of the most viewed analog programs along with the addition of digital and HD content. MLGC, under the lead of Mr. Kilde continues to

reinvent themselves as a leader in technology and services to rural North Dakota.

Mr. Kilde was previously the general manger of a wireless company which focused primarily on public safety and commercial mobile services. During his 13 years as GM, Mr. Kilde was one of the lead individuals to spearhead projects such as the first Mobile Data Systems covering the City of Fargo, Moorhead, Cass County of North Dakota, and Clay County of Minnesota as well as various specialized Mobile Radio (SMR) deployments. His expertise was also utilized in cost saving measures implemented by the United States Air Force at Grand Forks Air Force Base over a 10 year period. These measures resulted in a large reduction of maintenance costs in servicing various wireless infrastructure and equipment. Other activities included the development and implementation of paging, telephone answering services and spectrum management.

Mr. Kilde graduated from Moorhead High School and attended North Dakota State University with studies in Engineering Physics. [REDACTED]

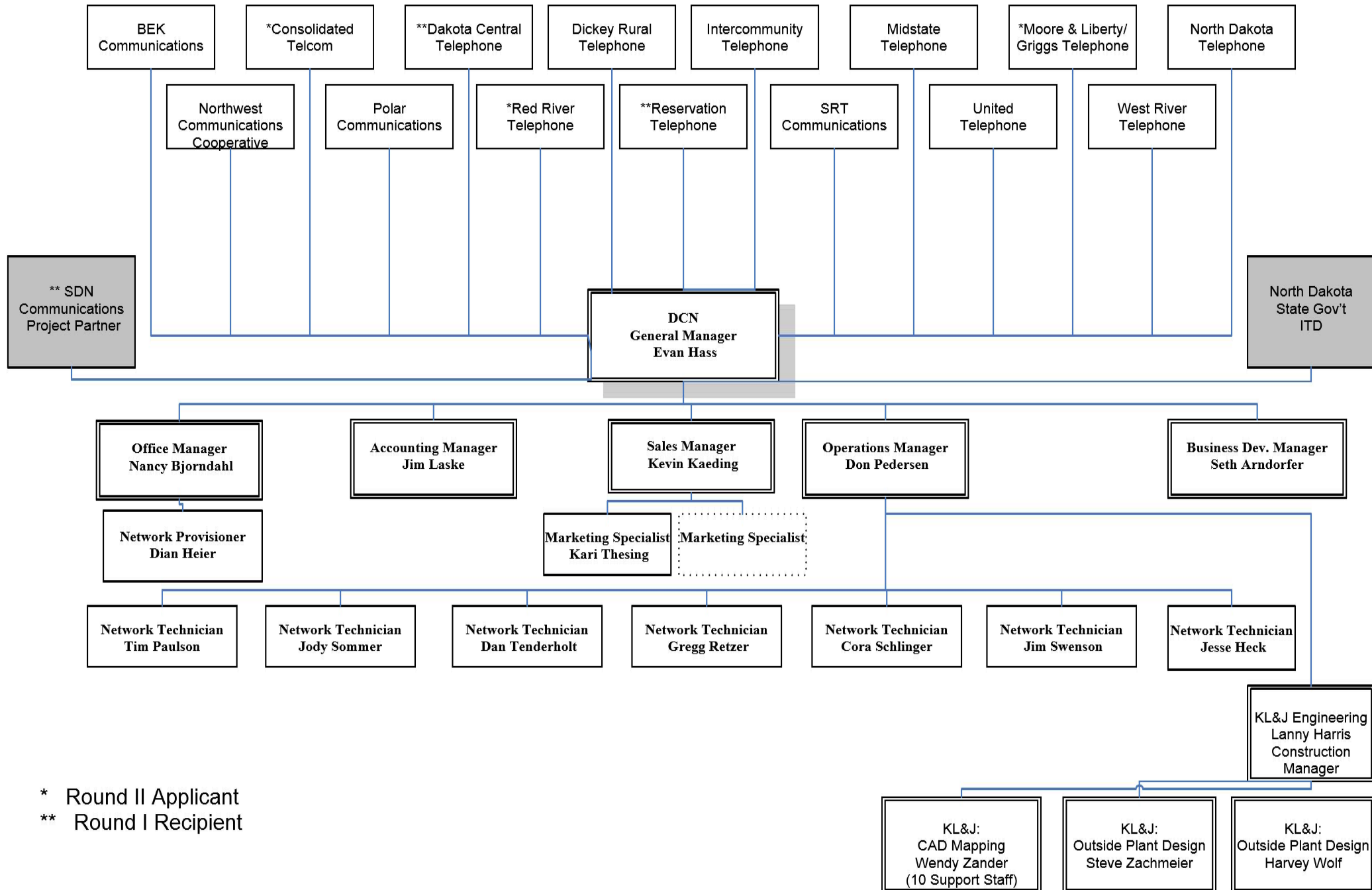
[REDACTED]

Management Team Summary

Management Team Member Name	Title	Employee of Applicant?	Years of Industry Experience	Duties & Responsibilities Relating to the Proposed BIP Project
Paul Schuetzler	CEO	Yes	30	<p>Paul has been employed with Consolidated since April 1997. Previous to his employment at Consolidated, he held positions within Sprint and Citizens Utilities as: Director-Business Development, Manager- Revenues, Manager-Cost Accounting, Manager- Revenue Accounting, and Manager- Business Services.</p> <p>Paul's educational background consists of a B.S. in Business Administration, Accounting Concentration from Boise State University. He also holds an M.S. in Organization and Management from Capella University. He is currently pursuing a Doctorate degree from North Central University.</p>
Ken Weisenberger	CFO	Yes	21	<p>Ken has been employed in the organization since May 1989. He is responsible for directing the fiscal functions of the corporation in accordance with generally accepted accounting principles issued by the Financial Accounting Standards Board, the Securities and Exchange Commission, and other regulatory and advisory organizations and in accordance with financial management techniques and practices appropriate within the telecommunications industry. Ken has a B.S. degree from Dickinson State University and a MBA from the University of North Dakota. He has worked closely with USDA/RUS in preparing the financial documents necessary for the loans used to do construction over the past 12 years.</p>
Bryan Personne	COO		11	<p>Bryan has been employed in the organization since May 1998. He manages the technical operations and directs the human resource functions for the entire organization. He oversees all operational and regulatory issues. He is a licensed attorney from the state of California and has experience in employee relations practices and employment law. He holds a B.A. in History and a J.D. in Law.</p>
Forrest Mikkelsen	Plant Manager	Yes	24	<p>Forrest has been employed in the organization since August 1986. Positions held within Consolidated: Combination Technician, Installation and Repair Supervisor and currently Plant Manager since 2002. He works closely with management team members and engineering firms on various projects ranging from Fiber to the Home to 10G Cisco ring delivery system.</p>
ReAnn Kautzman	Director of Business Operations	Yes	15	<p>ReAnn been employed by Consolidated since June 1995. ReAnn's responsibilities includes all aspect of customer service operation, strategic implementation and deployment of new telecommunications products and services. Her responsibilities also extend into service and support center for Internet customers as well as service and repair center for all telecommunication products and services. Her past experience's at Consolidated includes Customer Service Manager and Product Manager. She holds a BS in Business Administration and a MBA.</p>
Rolan Honeyman	Business Development Manager	Yes		<p>Responsibilities: Video programming contracts, Video pricing and packaging, Video channel lineup, Video subscriber acquisition, Broadband and Internet contracts, Broadband pricing and packing, Broadband subscriber acquisition, New product and service offerings.</p>
Rhonda Dukart	Marketing & PR Manager	Yes	40	<p>Rhonda has been employed in the organization since June 1986 and has been employed in the Telecommunications Industry for nearly 40 years. She was employed by NW Bell (Qwest) before her employment at Consolidated. She is responsible for the marketing of all products and services as well as handling all public relation events for Consolidated and its subsidiary companies. She also manages the local content channel on the Digital TV product offered by Consolidated. She has been an active committee member for many years with the National Telecommunications Cooperative Association (NTCA). She has served the City of Dickinson as a Commissioner for 8 years.</p> <p>Rhonda's duties will include the educational and marketing materials to inform the new customers of the products and services now available to them as many of these customers do not have access to local television, high speed internet and quality landline telephone service.</p>

Dakota Carrier Network

Organizational Chart
2010



* Round II Applicant
** Round I Recipient