

BILL NO. 7666

ORDINANCE NO. 7483

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF POPLAR BLUFF, MISSOURI, TO EXECUTE AN ASSET PURCHASE AGREEMENT WITH REGARD TO THE CITY'S CABLE TELEVISION SYSTEM.

WHEREAS, the City of Poplar Bluff owns and operates a cable television system that provides cable television, high speed data, and other services to customers in and around the City of Poplar Bluff; and,

WHEREAS, due to concerns about the future viability of the current system in light of advances in technology and the City's ability to continue to operate such a system in light of ever increasing costs and a finite customer base, the City, through its Municipal Utilities Department, has explored the possibility of selling the cable television system, provided that any such sale would enable the City to retire the bonded indebtedness associated with the construction and development of the system; and,

WHEREAS, the City has retained a consulting firm, Rural Broadband, LLC, to market the City's cable system to viable cable providers in the industry, in order to assess interest and seek bids for the system; and,

WHEREAS, Rural Broadband, LLC, did receive bids from certain providers in the industry who met the standards that were established for the submission of bids; and,

WHEREAS, Rural Broadband, LLC, did determine that the highest and best bid was submitted by Telecommunications Management, LLC, a Missouri Limited Liability Company, for the assets of the City's cable system, including real and personal property, in the total amount of **SEVENTEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$17,500,000.00)**; and,

WHEREAS, the City Council of the City of Poplar Bluff, Missouri, has been involved in

these negotiations, and after considering all matters, deems it to be in the best interests of the City and its citizens to authorize the Mayor of the City of Poplar Bluff, Missouri, to execute an Asset Purchase Agreement between the City and Telecommunications Management, LLC, relative to the sale of all assets comprising the City's cable television system, including real and personal property, and to retire the outstanding bonded indebtedness associated with the construction and development of the system as set forth more particularity hereinafter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POPLAR BLUFF, MISSOURI, AS FOLLOWS:

Section 1. Attached hereto, marked Exhibit "A" and incorporated herein by specific reference thereto as if fully set out is a copy of a proposed Asset Purchase Agreement between the City of Poplar Bluff and Telecommunications Management, LLC, relative to the sale by the City to Telecommunications Management, LLC, of all assets comprising the City's cable television system.

Section 2. The City Council of the City of Poplar Bluff, Missouri, hereby approves the sale of the system, and further approves the Asset Purchase Agreement and authorizes the Mayor to execute the same on behalf of the City.

Section 3. That in conjunction with the sale of said assets, all outstanding bonded indebtedness associated with the construction and development of the City's cable television system will be retired.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they do conflict.

Section 5. This ordinance shall be in force and take effect from and after the date of its passage and approval.

READ TWO TIMES AND PASSED BY THE CITY COUNCIL OF THE CITY
OF POPLAR BLUFF, MISSOURI, THIS 17th DAY OF MARCH, 2014.

APPROVED:


MAYOR

ATTEST:


CITY CLERK

**CERTIFICATE
OF
THE CITY OF POPLAR BLUFF, MISSOURI**

March 31, 2014

This Certificate (this "Certificate") is delivered pursuant to Sections 5.1(c) and (d) of that certain Asset Purchase Agreement, dated as of March 31, 2014, and entered into by and between Telecommunications Management, LLC, a Missouri limited liability company (the "*Purchaser*"), and the City of Poplar Bluff, Missouri, a Missouri municipal corporation ("*Seller*") (the "*Purchase Agreement*"). Capitalized terms used and not defined herein have the meanings ascribed to them in the Purchase Agreement.

The undersigned, in his capacity as Mayor of the Seller, hereby certifies as follows:

1. I, Ed Degaris, am the duly appointed Mayor of the Seller. I am authorized to execute this Certificate on behalf of the Seller.
2. The representations and warranties of the Seller are true and correct in all material respects (except for those representations and warranties containing a materiality or Material Adverse Effect qualifier, which are true and correct in all respects) on the date hereof and on and as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date)
3. Each of the agreements, covenants and obligations of the Seller to be performed on or prior to the Closing have been so performed in all material respects.
4. On or prior to the Closing, there has not occurred, and no fact or circumstance shall exist which would reasonably be expected to have, a Material Adverse Effect.
5. All approvals necessary to consummate the transactions contemplated by the Purchase Agreement have been obtained. Attached hereto as Exhibit A is a copy of such approval by the City Council of the Seller.

*


*


*

*

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

**THE CITY OF POPLAR BLUFF, MISSOURI,
a Missouri municipal corporation**

By: 
Name: Ed DeGaris
Title: Mayor



ATTEST:

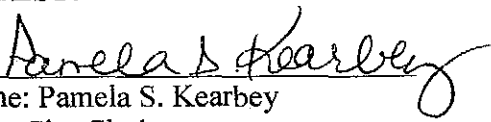
By: 
Name: Pamela S. Kearbey
Title: City Clerk

Exhibit A

Approval by City Counsel of Poplar Bluff, Missouri

ASSET PURCHASE AGREEMENT

by and between

TELECOMMUNICATIONS MANAGEMENT, LLC,

and

THE CITY OF POPLAR BLUFF, MISSOURI

Dated as of March 31, 2014

*[This document is not intended to create nor will it be deemed to create
a legally binding or enforceable offer or agreement of any type or nature,
unless and until agreed and executed by the parties.]*

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURCHASE AND SALE OF ASSETS	1
1.1 Purchased Assets.....	1
1.2 Excluded Assets.....	2
1.3 Assumed Liabilities.....	3
1.4 Excluded Liabilities.....	4
1.5 Purchase Price.....	5
1.6 Closing Date Payments.....	5
1.7 Allocation of Consideration.....	5
ARTICLE II CLOSING.....	6
2.1 Closing.....	6
2.2 Actions at the Closing.....	6
2.3 Simultaneous Deliveries.....	6
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER.....	7
3.1 Organization and Qualification.....	7
3.2 Authority; Enforceability.....	7
3.3 No Conflicts.....	7
3.4 No Defaults.....	8
3.5 Consents and Approvals.....	8
3.6 Capitalization; Subsidiaries.....	8
3.7 Financial Statements.....	8
3.8 Absence Undisclosed Liabilities.....	9
3.9 Absence of Changes.....	9
3.10 Real Property.....	11
3.11 Assets.....	12
3.12 Taxes.....	12
3.13 Contracts.....	13
3.14 Insurance.....	14
3.15 Employee Benefits.....	14
3.16 Environmental Compliance.....	15
3.17 Litigation.....	16
3.18 Legal Compliance.....	16
3.19 Intellectual Property.....	17
3.20 Books and Records.....	19
3.21 Employees; Labor Relations.....	19
3.22 Solvency.....	20
3.23 Relationships with Related Persons.....	20
3.24 No Brokers or Finders.....	20
3.25 Retransmission Consent and Must-Carry; Rate Regulation; Copyright Compliance.....	21
3.26 System Information.....	22
3.27 Bonds; Letters of Credit.....	23

3.28	Suppliers.....	23
3.29	No Other Representations or Warranties.....	23

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE

PURCHASER.....	24
4.1 Organization.....	24
4.2 Authority; Enforceability.....	24
4.3 No Defaults.....	24
4.4 No Brokers or Finders.....	24
4.5 Litigation.....	25
4.6 No Other Representations.....	25

ARTICLE V CONDITIONS TO CLOSING25

5.1 Conditions to Obligations of the Purchaser.....	25
5.2 Conditions to Obligations of the Seller.....	27

ARTICLE VI COVENANTS.....28

6.1 General.....	28
6.2 Operation of Business.....	29
6.3 Preservation of Business.....	30
6.4 Notice of Certain Events; Supplementation and Amendment of Disclosure Schedules.....	31
6.5 Full Access.....	32
6.6 Financing.....	32
6.7 Exclusivity.....	32
6.8 Taxes and Tax Returns.....	32
6.9 Benefit Plans.....	33
6.10 Title Insurance, Surveys, and Environmental Diligence.....	33
6.11 Certain Tax Matters.....	34
6.12 Consent to Employment.....	36
6.13 Monthly Financial Statements.....	36
6.14 Public Announcements.....	36
6.15 Risk of Loss.....	36
6.16 Nonassignability of Certain Assets.....	37
6.17 Consents and Filings; Further Assurances.....	37
6.18 Refunds and Remittances.....	39
6.19 Agreement Not to Compete.....	39
6.20 Agreement Not to Interfere with the Business.....	39
6.21 Non-Solicitation; Non-Hire.....	39
6.22 Confidentiality Agreement.....	40
6.23 Reasonableness of Restrictions.....	40
6.24 Certain Consequences of Breach.....	40
6.25 Vehicles.....	41

ARTICLE VII INDEMNIFICATION41

7.1 Survival or Representations, Warranties and Covenants; Other Indemnification Matters.....	41
--	----

7.2	Limitations on Indemnification.....	42
7.3	Indemnification.....	43
7.4	Defense of Claims.....	44
7.5	Exclusive Remedy.....	45
ARTICLE VIII TERMINATION		46
8.1	Termination.....	46
8.2	Procedure upon Termination.....	47
8.3	Effect of Termination.....	47
ARTICLE IX GENERAL PROVISIONS		47
9.1	Expenses.....	47
9.2	Amendment.....	47
9.3	Choice of Law; Venue.....	47
9.4	Waiver.....	47
9.5	Notices.....	48
9.6	Counterparts.....	49
9.7	Entire Agreement.....	49
9.8	No Third-Party Rights.....	49
9.9	Titles and Headings.....	49
9.10	Assignment.....	49
9.11	Successors and Assigns.....	50
9.12	Invalid Provisions.....	50
9.13	Specific Performance and Other Remedies.....	50
9.14	Certain Interpretive Matters and Definitions.....	50

Schedules

Schedule 1.1(a)	Intellectual Property
Schedule 1.1(b)	Transferred Contracts
Schedule 1.1(g)	Licenses, Permits, consents and certificates
Schedule 1.1(h)	Real Property
Schedule 1.2(p)	Certain Excluded Assets
Schedule 3.1(b)	Jurisdictions
Schedule 3.3	No Conflicts
Schedule 3.5	Consents and Approvals
Schedule 3.6	Capitalization; Subsidiaries
Schedule 3.7(a)	Financial Statements
Schedule 3.7(c)	Indebtedness
Schedule 3.9	Absence of Changes
Schedule 3.10(a)	Real Property Encumbrances
Schedule 3.10(b)	Leases
Schedule 3.10(c)(ii)	Certain Matters Regarding Leases
Schedule 3.10(d)	Other Material Real Property
Schedule 3.12(b)	Taxes
Schedule 3.13	Contracts
Schedule 3.14	Insurance
Schedule 3.15(a)	Employee Benefit Plans
Schedule 3.15(e)	Employee Benefit Plans (Acceleration)
Schedule 3.15(f)	409A Plans
Schedule 3.16(c)	Environmental Permits
Schedule 3.17(a)	Litigation
Schedule 3.18(b)	Legal Compliance
Schedule 3.18(b)(i)	Franchises & Licenses (Exceptions)
Schedule 3.18(c)	Service Areas Without Franchise Agreements
Schedule 3.19(a)	Intellectual Property
Schedule 3.21(a)	Employees
Schedule 3.21(b)	Employment Contracts, Severance, Change of Control Benefits
Schedule 3.23	Relationships with Related Persons
Schedule 3.24	Brokers or Finders
Schedule 3.25(a)	Must-Carry Retransmission Agreements
Schedule 3.25(b)	FCC Compliance
Schedule 3.25(c)	FCC Information
Schedule 3.26(b)	Subscriber Information
Schedule 3.26(c)	Plant Miles, Homes Passed, and Two-Way Homes Passed Information
Schedule 3.26(d)	Rates Schedule and Channel Lineup
Schedule 3.27	Bonds; Letters of Credit
Schedule 7.10	Surveyed Property
Schedule 8.3(a)	Indemnification

Annexes

Annex I	Service Areas
---------	---------------

Exhibits

Exhibit A	Form of Escrow Agreement
Exhibit B-1	Form of General Assignment and Bill of Sale
Exhibit B-2	Form of Intellectual Property Assignment
Exhibit C	Form of Assumption Agreement
Exhibit D	Form of Assignment and Assumption of Lease
Exhibit E	Form of FIRPTA Certificate
Exhibit F	Form of Transition Services Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is dated as of March 31, 2014, and entered into by and among Telecommunications Management, LLC, a Missouri limited liability company (the "**Purchaser**"), the City of Poplar Bluff, Missouri, a Missouri municipal corporation ("**Seller**").

RECITALS:

WHEREAS, the Seller owns and operates a cable television system (a "**System**") servicing, directly or indirectly through a State Franchise, the communities identified on Annex I (the "**Service Areas**") that provide, as applicable, cable television, and high speed data, and other services, to customers in the Service Areas (collectively, the "**Business**");

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to acquire from the Seller, the Purchased Assets primarily related to the Business, excepting only the Excluded Assets, and Purchaser desires to assume only the Assumed Liabilities, all subject to the terms and conditions hereinafter set forth; and

WHEREAS, for the convenience of the parties, the definitions of certain terms used in this Agreement are set forth in Section 9.14.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises, the representations, warranties, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets.

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller shall sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser shall purchase and accept from the Seller, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest of the Seller in, to and under, all of their assets and properties, real, personal or mixed, tangible or intangible, wherever situated, held, owned or leased that are primarily used in, allocated to, necessary to, required for the conduct of, or generated from the operation of, the Business or any or all of the System, except the Excluded Assets, including the following assets of the Seller (collectively, the "**Purchased Assets**"):

(a) all Intellectual Property owned by the Seller, including the Intellectual Property listed on Schedule 1.1(a) of the Disclosure Schedules, in all cases together with (i) all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and payments for past or future infringements or misappropriations thereof), (ii) the right to sue and recover for past infringements or misappropriations thereof, (iii) any and all

corresponding rights that, now or hereafter, that may be secured throughout the world and (iv) all copies and tangible embodiments of any such Intellectual Property;

(b) the Contracts of the Seller listed on Schedule 1.1(b) of the Disclosure Schedules (collectively, the "**Transferred Contracts**");

(c) all Tangible Personal Property used primarily in the Business;

(d) copies of books of account, general, financial and accounting records, files, invoices, customers and suppliers lists, other distribution lists, billing records, engineering records, drawings, blueprints, schematics, copyright, regulatory records associated with any Governmental Authority (including the FCC), manuals, tax and customer and supplier correspondence, owned by the Seller primarily relating to the Business and the System ("**Books and Records**"), and specifically not including (A) the Books and Records constituting Excluded Assets pursuant to Section 1.2(f) and 1.2(g) and (B) and any records that are required to be kept confidential by Laws or privacy policies;

(e) deposits, advance payments, Accounts Receivable, Current Assets, prepaid items and expenses, deferred charges, and rights of offset for the account of Seller primarily attributable to the Business and the System;

(f) Claims against third parties primarily relating to the Business or the System and all rights to insurance proceeds relating to any damage, destruction or impairment of the Purchased Assets; but excluding Claims of Seller (i) against Purchaser with respect to the transactions contemplated hereby or (ii) solely relating to, or included in, the Excluded Assets;

(g) Permits and Environmental Permits issued to or held by the Seller primarily necessary or incidental to the conduct of the Business and the System (to the extent the same are transferable) (including all State Franchises), including those that are listed on Schedule 1.1(g) of the Disclosure Schedules;

(h) fee, leasehold and other title interests in, to or under the real property owned and leased by the Seller described on Schedule 1.1(h) of the Disclosure Schedules (the "**Real Property**") and Easements, together with all improvements, buildings and fixtures located thereon or therein and all construction in progress;

(i) an amount in cash equal to the amount of all advance payments to, or funds of third parties on deposit with, the Seller as of the Closing Date and primarily relating to the Business, including advance payments and deposits by Subscribers served by the Business for converters, encoders, cable television service and related sales and services ("**Restricted Cash**"); and

(j) goodwill associated with the Purchased Assets in particular and the Business and the System in general.

1.2 Excluded Assets.

Notwithstanding the provisions of Section 1.1 above or anything herein to the contrary, from and after the Closing, the Seller shall retain all of their existing right, title and interest in and to, and the Purchased Assets do not include, and the Seller does not hereby transfer to the Purchaser any of the following assets (hereinafter the "**Excluded Assets**"):

(a) the consideration delivered to the Seller by the Purchaser pursuant to this Agreement and all rights of the Seller under this Agreement or any of the Ancillary Agreements, including the Purchase Price;

(b) all cash, cash equivalents and marketable securities derived from or otherwise related to the Business through the Closing, other than Restricted Cash;

(c) any Contract of Seller that is not a Transferred Contract;

(d) subject to Section 6.15, all insurance policies and rights and claims thereunder, other than those identified in Section 1.1(f);

(e) the sponsorship of and any assets maintained pursuant to or in connection with any Employee Benefit Plan;

(f) all corporate minute books, stock transfer ledgers, the corporate seal of the Seller and the Seller's other Books and Records that pertain only to the organization, existence, or equity capitalization of the Seller;

(g) the Seller's income and franchise Tax Returns and tax records; provided, that the Purchaser shall be entitled to inspect and make copies of such portions of said returns related to the System and Business upon reasonable request;

(h) all Tax assets (including duty and tax refunds and prepayments and any deposit or reserve with respect to Taxes) and net operating losses of the Seller;

(i) any bank accounts of the Seller, including any lock box or deposit accounts;

(j) any bonds or letters of credit set forth on Schedule 3.27 of the Disclosure Schedules;

(k) any books or records related solely and exclusively to the Excluded Assets; and

(l) the assets, if any, set forth on Schedule 1.2(l) of the Disclosure Schedules.

1.3 Assumed Liabilities.

Upon the terms and subject to the conditions set forth herein, at the Closing the Purchaser shall assume the following liabilities and obligations of the Seller (the "**Assumed Liabilities**"):

(a) any Liabilities of the Seller arising after the Closing under the Transferred Contracts or the Permits, to the extent related to Purchaser's performance under such Contracts or Permits during the period after the Closing, except where the Liabilities: (A) arise from or relate to any breach by Seller of any provision of any of such Transferred Contract prior to the Closing Date; (B) arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing Date that, with notice or lapse of time, would constitute or result in a breach of any of such Transferred Contract or Permits; or (C) would constitute a breach of this Agreement or any Ancillary Agreement for which the Purchaser would be entitled to receive indemnification pursuant to Article VII; provided, however, that, if any Transferred Contract or Permit requires the consent of a third party in order to be assigned, such Transferred Contract or Permit shall not be deemed assigned and it shall not constitute an Assumed Liability unless and until such time as such third party consents in writing to the assignment;and

(b) the Post-Closing Payment Obligation of the Seller set forth on Section Error! Reference source not found.

1.4 Excluded Liabilities.

Except for the Assumed Liabilities, the Purchaser, by its execution, delivery and performance of the Agreement, any Ancillary Agreement or otherwise, shall not assume or otherwise be responsible for any Liability of any nature of the Seller or otherwise relating to the condition or operation of the Business or the Purchased Assets on or prior to the Closing Date, or Claims of such Liability, and all of such Liabilities are referred to herein as the "***Excluded Liabilities***" including:

(a) any Liability for Taxes (whether federal, state, local or foreign) arising from or with respect to the Purchased Assets or the operation of the Business that are incurred in or attributable to any period or portion of a period ending on or prior to the Closing Date including without limitation Taxes incurred in respect of or measured by (i) the sales of goods or services by Seller, (ii) the wages or other compensation paid by Seller to its employees, (iii) the value of the Seller's property (personal as well as Real Property), (iv) the income of Seller earned on or recognized prior to the Closing, and (v) any gain and income from the sale of the Purchased Assets and other transactions contemplated by this Agreement. For these purposes, the determination of Taxes attributable to the portion ending on the Closing Date of a period that includes, but does not end on, the Closing Date shall be based on an interim closing of the books immediately after the Closing Date, except that in the case of personal property and ad valorem taxes described in Section Error! Reference source not found., the attribution shall be based on the principles set forth in Section Error! Reference source not found. hereof.

(b) any liability of Seller for Taxes;

(c) all Liabilities at any time arising under or pursuant to or related to any Employee Benefit Plan or any other compensation or benefit plan, policy, program, agreement, contract or arrangement at any time maintained, sponsored, contributed or required to be contributed to by Seller or with respect to which Seller or any Affiliate of Seller has any Liability;

(d) any Liability accruing under the Contracts or otherwise out of the conduct or operation of the Business or ownership or use of the Purchased Assets prior to the Closing Date unless and solely to the extent such Liability is assumed under Section 1.3;

(e) any Indebtedness of the Seller;

(f) all Current Liabilities and any other accounts payable;

(g) any Liability relating to an Excluded Asset;

(h) any Liability related to the service or employment with or termination of service or employment from Seller or any of its Affiliates of any Person;

(i) any Liabilities for accrued vacation, sick leave or paid time off, of or to any Business Employee;

(j) any Liability related to Seller, the Business or the Purchased Assets arising under Environmental Laws or related to Hazardous Substances arising out of or relating to any fact, activity, event, circumstance or condition first existing, or first occurring on or prior to the Closing Date; and

(k) all other Liabilities of Seller or of the Business not specifically assumed by the Purchaser hereunder.

1.5 Purchase Price.

The consideration for the Purchased Assets will consist of (a) the assumption by the Purchaser of the Assumed Liabilities, (b) delivery to the Seller of an aggregate amount equal to \$17,500,000, less the Escrow Amount, (the "**Closing Payment**") and (c) delivery to the Escrow Agent of the Escrow Amount pursuant to the Escrow Agreement (together with the Closing Payment, the "**Purchase Price**").

1.6 Closing Date Payments.

At the Closing, the Purchaser shall (i) pay or cause to be paid the Closing Payment by wire transfer of immediately available funds to the account designated by the Seller by notice to the Purchaser at least three (3) Business Days prior to the Closing Date and (ii) pay to the Escrow Agent an amount equal to \$750,000 (the "**Escrow Amount**") pursuant to the terms of the Escrow Agreement, by wire transfer of immediately available funds to the account designated by the Escrow Agent. The Escrow Amount plus any interest or earnings thereon (the "**Escrow Funds**") shall be held and disbursed in accordance with the terms and conditions of the Escrow Agreement and this Agreement.

1.7 Allocation of Consideration.

The Purchaser and the Seller agree that the Purchase Price (and other items required to be treated as purchase price by the Internal Revenue Code of 1986, as amended (the "**Code**")) shall

be allocated for federal income tax purposes in accordance with the fair market value of the Purchased Assets pursuant to the principles set forth in Section 1060 of the Code.

ARTICLE II CLOSING

2.1 Closing.

The closing of the transactions contemplated hereby (the "**Closing**") shall take place at the offices of Kirkland & Ellis LLP, 300 North LaSalle, Chicago, IL 60654, commencing at 9:00 a.m. Central time on the last Business Day of the calendar month in which all conditions to the obligations of the parties set forth in Article V (other than such conditions as may, by their terms, be satisfied only at the Closing or on the Closing Date), have been satisfied or to the extent permitted by applicable Law waived, in each case, at least three Business Days prior to such last Business Day, or at such other time, place and date as are mutually agreed to by the Purchaser and the Seller. Notwithstanding the foregoing, upon the mutual agreement of the Purchaser and the Seller, the Closing may be consummated via the delivery of executed documents via nationally recognized overnight delivery service or via the transmission of executed signature pages by facsimile or electronic mail in portable document format (.pdf). The date of the Closing is referred to in this Agreement as the "**Closing Date**."

2.2 Actions at the Closing.

At the Closing:

(a) the Purchaser shall deliver to the Seller the various certificates, instruments and documents referred to in Section 5.2 below;

(b) the Seller shall deliver to the Purchaser the various certificates, instruments and documents referred to in Section 5.1 below;

(c) the Purchaser shall pay to the Seller the Closing Payment, in accordance with Section 1.6; and

(d) the Purchaser shall deliver the Escrow Amount to the Escrow Agent in accordance with Section 1.6 and the Escrow Agreement.

2.3 Simultaneous Deliveries.

The delivery of the documents required to be delivered at the Closing pursuant to this Agreement shall be deemed to occur simultaneously. No delivery shall be effective until each party has received or waived receipt of all the documents that this Agreement entitles such party to receive.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller, jointly and severally, represents and warrants to the Purchaser, as of the date of this Agreement and as of the Closing Date, the following:

3.1 Organization and Qualification.

(a) Seller is a municipality organized and validly existing under the Laws of its state of organization and has all requisite power and authority to own, operate and lease its properties (including the Purchased Assets) and to carry on its business (including the Business) as now being conducted. Seller is qualified and licensed to do business and is in good standing in each jurisdiction in which the ownership, use, licensing or leasing of its assets and properties, or the conduct or nature of its business (including the Business), makes such qualification, licensing or admission necessary, except for failures to be so qualified or in good standing, as the case may be, that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 3.1(b) of the Disclosure Schedules sets forth the jurisdiction of incorporation of Seller and each jurisdiction where Seller is qualified or licensed (or is required to be qualified or licensed) to do business.

3.2 Authority; Enforceability.

Seller has all requisite power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party, to perform each of its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. All actions required on the part of Seller for such execution, delivery and performance of this Agreement and the Ancillary Agreements to which it is a party have been duly and validly taken. Assuming due execution and delivery hereof and thereof by the Purchaser, this Agreement and each of the Ancillary Agreements to which Seller is a party constitute the legal, valid and binding obligations of Seller, enforceable against such party in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, moratorium and other similar Laws affecting creditors' rights generally and by general equitable principles.

3.3 No Conflicts.

Except as set forth on Schedule 3.3 of the Disclosure Schedules, the execution and delivery by Seller of this Agreement and each of the Ancillary Agreements to which it is a party do not, and the performance and consummation by Seller of the transactions contemplated hereby or thereby will not, (i) conflict with the Organizational Documents of Seller; (ii) conflict with or result in a breach or violation of, or constitute a default under, or give rise to any right of acceleration or termination of, any of the terms, conditions or provisions of any Contract to which Seller is a party or by which Seller's assets or properties are bound; (iii) result in the creation of any Encumbrance (other than Permitted Encumbrances) on any of the Purchased Assets; or (iv) violate or result in a breach of, or constitute a default under, any Law applicable to Seller or any of the Purchased Assets.

3.4 No Defaults.

Seller is not (i) in violation of any provision of its Organizational Documents or (ii) in default or violation of any term, condition or provision of any Order applicable to it, any Contract to which it is a party, or Permit held by it.

3.5 Consents and Approvals.

Schedule 3.5 of the Disclosure Schedules sets forth all Required Consents, and except as set forth therein, no material approval, consent, waiver or authorization of, or registration, declaration or filing with, exemption by, or any notice to, any Person (including any Governmental Authority) is required to be made, obtained or given by Seller: (a) for or in connection with the valid execution and delivery by Seller of this Agreement or the Ancillary Agreements to which it is a party or the consummation by it of the transactions contemplated hereby and thereby; or (b) as a condition to the legality, validity or enforceability as against it of this Agreement or the Ancillary Agreements to which it is a party.

3.6 Capitalization; Subsidiaries.

Schedule 3.6 of the Disclosure Schedules states that Seller is a Missouri municipal corporation and does not have shareholders.

3.7 Financial Statements.

(a) Attached to Schedule 3.7(a) of the Disclosure Schedules are true and correct copies of the following (clauses (i) and (ii) below collectively, the “**Financial Statements**”): (i) the audited consolidated balance sheet of the Seller for the Business as of December 31 for the calendar years 2011 and 2012, and consolidated statements of income, equity, and cash flow for the fiscal year then ended, together with the notes thereto and the reports thereon of the Seller’s independent certified public accountants; (ii) the unaudited consolidated balance sheet of the Seller for the Business as of December 31, 2013 (the “***Latest Balance Sheet***”) and the related unaudited consolidated statements of income and cash flows of the Seller for the quarter then ended; and (iii) Seller’s monthly reports showing Subscribers (categorized by Subscriber type) for the Business and for the System as of the end of each month from January 1, 2012 through December 31, 2013 (the “***System Reports***”).

(b) The Financial Statements have been prepared based on the Books and Records; (ii) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated and (iii) fairly present, in all material respects, the consolidated results of operations and cash flows of the Business as at the date thereof and for the respective periods indicated therein, except as otherwise noted therein and, with respect to the unaudited Financial Statements, subject to normal and recurring year-end adjustments (which are consistent with the audited Financial Statements) and the absence of notes.

(c) The Accounts Receivable of the Seller as of the Closing primarily relating to the Business and the System represent or will represent valid obligations arising from sales actually made or service actually performed in the Ordinary Course of Business.

(d) Schedule 3.7(c) of the Disclosure Schedules contains a complete and accurate list of all Indebtedness of the Seller secured by an Encumbrance on any of the Purchased Assets.

3.8 Absence Undisclosed Liabilities.

Seller does not have any debts, obligations or liabilities (whether accrued, absolute, contingent, direct, indirect, perfected, inchoate, unliquidated or otherwise, whether or not known, whether due or to become due and regardless of when asserted) relating to the Business or the System arising out of transactions entered into at or prior to the Closing, or any transaction or series of transactions, action or inaction at or prior to the Closing or any state of facts existing at or prior to the Closing regardless of when any such liability or obligation is asserted, except (i) obligations under executory contracts or commitments disclosed on Schedule 3.13 attached hereto or under executory contracts and commitments which are not required to be disclosed thereon (but none of which relates to any breach of contract, breach of warranty, tort, infringement, or violation of law or arose out of any charge, complaint, action, suit, proceeding, hearing, investigation, claim or demand), (ii) liabilities which have arisen after the date of the Latest Balance Sheet in the Ordinary Course of Business or otherwise in accordance with the terms and conditions of this Agreement to the extent specifically reflected and reserved against on the liabilities side of the Latest Balance Sheet, and (iii) liabilities which have arisen after the date of the Latest Balance Sheet in the Ordinary Course of Business or otherwise in accordance with the terms and conditions of this Agreement (none of which is a liability for breach of contract, breach of warranty, tort or infringement or a claim or lawsuit or an environmental liability).

3.9 Absence of Changes.

Since December 31, 2013, there has not been any occurrence or event which, individually or in the aggregate, has had or could be reasonably expected to have a Material Adverse Effect. Since December 31, 2013, the Seller has operated its business in the Ordinary Course of Business. In addition, without limiting the generality of the foregoing, since December 31, 2013 (except as set forth on Schedule 3.9 of the Disclosure Schedules), Seller has not:

(a) sold, leased, transferred or assigned any of its assets or properties used in, useful in, allocated to, necessary to, required for the conduct of, or generated for the operation of, or related to the Business or any or all of the System, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(b) sold, assigned, licensed, transferred or otherwise disposed of any Intellectual Property used in or relating to the Business or the System (including any disposition as a result of any failure to pay maintenance fees or any abandonment, expiration or lapse of any Intellectual Property);

(c) disclosed any trade secrets or other confidential information (other than pursuant to a written confidentiality agreement entered into in the ordinary course of business consistent with past practice with reasonable protections of, and preserving all rights of the Seller in, such trade secrets and other confidential information) or knowingly received any trade secrets

or other confidential information relating to the Business or the System of any Person in violation of any obligation of confidentiality;

(d) made or agreed to waive or make any payment, discharge or satisfaction of any Claim, Liability, or breach (whether absolute, accrued, asserted or unasserted, contingent or otherwise) under any Transferred Contract or otherwise relating to a Purchased Asset, other than in the Ordinary Course of Business (none of which is a Claim, Liability or breach for breach of contract, tort, infringement, claim, lawsuit or breach of warranty, a violation of Law or environmental liability);

(e) subjected any of the Purchased Assets to an Encumbrance other than Permitted Encumbrances;

(f) delayed or postponed the payment of accounts payable or other Liabilities relating to the Business or the System outside the Ordinary Course of Business;

(g) failed to incur necessary expenditures for and to undertake and complete the projects, work and investments contemplated by the 2014 CapEx Budget in accordance with the schedule set forth therein;

(h) increased the salary or compensation payable or to become payable to any employee of Seller engaged in the Business other than in the Ordinary Course of Business;

(i) experienced any material damage, destruction or loss (whether or not covered by insurance) to any of the Purchased Assets;

(j) made any significant change in accounting policies, principles, methods, practices or procedures (including for bad debts, contingent Liabilities or otherwise, respecting capitalization or expense of research and development expenditures, depreciation or amortization rates or timing of recognition of income and expense) relating to the Business, any of the Purchased Assets or any of the Assumed Liabilities;

(k) entered into any Contract in connection with any transaction involving any proposal or offer by a third party to acquire all or any significant part of the Business or the System, whether by merger, purchase of assets or otherwise;

(l) materially changed its offers, promotions or marketing activities to Subscribers or potential Subscribers;

(m) failed to renew any insurance policy or existing bonds that provide coverage for or against the Business, the System, the Purchased Assets or any Assumed Liabilities as otherwise required by the terms of any Transferred Contract or State Franchises; no such insurance policy or bond has been cancelled or materially amended, and all notices and all Claims (if any) under all such policies or bonds have been given or presented in a timely fashion;
or

(n) entered into or approved any Contract, arrangement or understanding or acquiesced in respect of any arrangement or understanding, to do, engage in or cause or having the effect of any of the foregoing.

3.10 Real Property.

(a) Schedule 1.1(h) of the Disclosure Schedules lists all Owned Real Property. Except as set forth on Schedule 3.10(a) of the Disclosure Schedules, Seller has good and indefeasible, fee simple title to its Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. There are no outstanding leases or options or rights of first refusal to purchase or lease any parcel of the Owned Real Property other than the rights of the Purchaser under this Agreement and the Ancillary Agreements. Each parcel of Owned Real Property is (i) in compliance with all Laws, including any building, fire, land use, occupancy, safety, set back or zoning Laws; (ii) not burdened by any covenant, easement, encroachment, restrictive covenant, right-of-way or servitude, other than those specifically referenced in Title Commitments pursuant to Section 6.10, and (iii) not subject to any condemnation, eminent domain or similar action or proceeding. All facilities, buildings and other improvements on the Owned Real Property are (i) in good condition and repair, reasonable wear and tear excepted and giving due account to the age and length of use of same, (ii) sufficient for the current operation of the Business or the System to the extent conducted thereon, (iii) supplied with utilities and other services necessary for the operation thereof in the Ordinary Course of Business, including gas, electricity, water and telephone, all of which utilities are adequate for the operation of the Business or the System to the extent conducted thereon.

(b) Set forth on Schedule 3.10(b) of the Disclosure Schedules is a list of each real property lease (each a "**Lease**") to which Seller is a party. A true, accurate and complete copy of each Lease (and any amendments or supplements thereto), or a description of the material terms of any oral Lease, has been delivered to the Purchaser.

(c) With respect to each Lease: (i) no party to any such Lease has repudiated any provision thereof; (ii) except as set forth on Schedule 3.10(c)(ii) of the Disclosure Schedules, Seller is not a party to any oral agreements or forbearance programs in effect as to any Lease Seller is a party to; and (iii) all real property subject to such Lease (the "**Leased Property**") has received all approvals of Governmental Authorities required to be obtained in connection with the operation thereof and have been operated and maintained in all material respects in accordance with applicable Laws.

(d) Schedule 3.10(d) of the Disclosure Schedules lists all other material Real Property (other than Owned Real Property or Leased Property) used in connection with the conduct of the Business and operation of the System. Except as set forth on Schedule 3.10(d) of the Disclosure Schedules, Seller has the valid and enforceable right to use all such other Real Property pursuant to the easements, rights-of-way or other rights necessary to conduct the Business (collectively, the "**Easements**"), in each case subject only to Permitted Encumbrances. Seller has not received any written notice of termination, breach or impairment of any of the Easements. Except as disclosed on Schedule 3.10(d) of the Disclosure Schedules, the documents

made available by Seller to Purchaser as evidence of each Easement constitute the entire agreement setting forth all terms between the applicable Seller and the grantor.

3.11 Assets.

(a) Seller has good and marketable title to, or valid leasehold interests in, or license to or right of use for, the Purchased Assets, free and clear of all Encumbrances, except for Permitted Encumbrances. Subject to obtaining all Required Consents, upon the consummation of the transactions contemplated in this Agreement and the Ancillary Agreements, the Purchaser will acquire good and marketable title in or to, or valid leasehold interests in, or license to or right of use for, all of the Purchased Assets, free and clear of any Encumbrance, except for Permitted Encumbrances.

(b) All of the Tangible Personal Property included in the Purchased Assets are in good operating condition and repair, subject to normal wear and tear, have been reasonably maintained consistent with standards generally followed in the cable television industry and are suitable for their present uses, and Seller has not received any notice that any of the Tangible Personal Property is in violation of any existing Law. The Purchased Assets are sufficient in nature, quality and quantity to conduct the Business and the Systems as they are currently conducted and proposed to be conducted by the Seller. Except for the Purchased Assets in which the Seller has a valid leasehold interest or license to or right of use for, no Person other than the Seller owns any Equipment or other Tangible Personal Property situated on the Real Property or necessary to the operation of the Business or the System.

3.12 Taxes.

(a) Seller has timely filed all Tax Returns and reports required to be filed by it, all such Tax Returns were prepared in compliance with applicable Law and are complete and accurate in all respects, and Seller has timely paid all Taxes required to be paid by it. Seller has given the Purchaser true and correct copies of all of the Seller's Tax Returns and reports for 2009-2012, and any interim returns or reports for 2014. Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, or other third party, and all Forms W-2 and 1099 (or corresponding state, local or foreign forms) required with respect thereto have been properly completed and timely filed. There is no material unresolved dispute or claim concerning any Tax liability of Seller or of the Business that has been claimed or raised by any taxing authority, and there are no actual or proposed deficiencies, assessments or adjustments with respect to Seller, the Business or the Purchased Assets. There are no Liens for Taxes on any of the Purchased Assets.

(b) Seller is not a party to any tax sharing agreement or any agreement, contract, arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Code Section 280G (or any corresponding provision of state, local or foreign Tax law). Each agreement, contract, plan, or other arrangement that is a "nonqualified deferred compensation plan" subject to Code Section 409A to which any of Seller is a party (collectively, a "Plan") complies with and has been maintained in accordance with the requirements of Section 409A(a)(2), (3), and (4) of the

Code and any U.S. Department of Treasury or Internal Revenue Service guidance issued thereunder and no amounts under any such Plan is or has been subject to the interest and additional tax set forth under Code Section 409A(a)(1)(B). Seller has not, and no Plan could give rise to, any actual or potential obligation to reimburse or otherwise "gross-up" any Person for the interest or additional tax set forth under Code Sections 409A(a)(1)(B) or 4999.

3.13 Contracts.

Schedule 3.13 of the Disclosure Schedules sets forth a list of each of the Material Contracts to which Seller is a party relating to or used in the Business or the System. Except as disclosed on Schedule 3.13, Seller has made available to the Purchaser true, correct and complete copies of all Material Contracts or provided descriptions of the material terms of each oral contract that is a Material Contract. Each Material Contract is in full force and effect (subject to expiration at the end of its current term) and is valid, binding and enforceable upon the Seller thereto and the other parties thereto in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, moratorium and other similar Laws affecting creditors' rights generally and by general equitable principles. Except as disclosed on Schedule 3.13, the Seller is in compliance in all material respects with, and not in material default under, the terms of each Material Contract, and each other party to each Material Contract is in compliance in all material respects with, and not in material default under, the terms of such Material Contract. The form of each subscription agreement utilized by Seller for the delivery of any service to Subscribers in the conduct of the Business in each geographic area is attached to Schedule 3.13. For the purposes hereof, "**Material Contract**" means any Contract: (i) that provides for annual obligations on the part of Seller in excess of \$25,000 individually, or, together with any other Contracts relating to the System or the Business and not identified on Schedule 3.13 of the Disclosure Schedules, provides for annual obligations on the part of Seller of more than \$50,000 in the aggregate; (ii) that contains noncompetition covenants limiting Seller's right to engage in any line of material business in any material geographic area or to compete with any Person; (iii) that is an employment, consulting (or other personal services by an independent contractor), sales, commissions, or severance Contract providing for annual compensation in excess of \$25,000, including Contracts to employ executive officers and other Contracts with officers or directors of such Person; (iv) that relates to, or is evidence of, or is a guarantee of, or provides security for, Indebtedness or the deferred purchase price of property (whether incurred, assumed, guaranteed or secured by any asset of Seller); (v) that is a letter of credit, bond or similar arrangement running to the account of, or for the benefit of, Seller; (vi) that is a Real Property Lease; (vii) that is a lease or agreement under which Seller is a lessor of any Real Property or permits any other Person to hold or operate any Real Property or material Personal Property, in either case, owned or controlled by Seller; (viii) (a) pursuant to which Seller is granted any license to any Intellectual Property, (b) pursuant to which Seller grants to any Person any license to any Intellectual Property or (c) affecting Seller's ability to use, disclose, license or enforce, or grant an exclusive right to use, any Intellectual Property (including joint development, concurrent use, settlement, indemnification, tolling and consent to use Contracts), of (a)-(c) in each case other than Off-the-Shelf Software Licenses; (ix) that is a collective bargaining agreement to which Seller is a party; (x) that is a partnership agreement or a limited liability company operating agreement to which Seller is a party with a non-Affiliate third party; (xi) that is a pension, profit sharing, option, employee stock purchase, stock appreciation right, phantom stock option or other plan of Seller providing for deferred or other

compensation to employees or any other employee benefit plan, or any contract with any labor union; (xii) that is a Contract under which Seller has advanced or loaned, or agreed to advance or loan, to any other Person an amount exceeding \$25,000; (xiii) that is a Contract relating to the use of any public utility facilities, including all pole line, joint pole or master contracts for pole attachment rights and the use of conduits; (xiv) that is a Contract relating to the use of any microwave or satellite transmission facilities; or (xv) that is a written agreement with multiple dwelling units or commercial establishments that account for 50 or more units.

3.14 Insurance.

Schedule 3.14 of the Disclosure Schedules lists all insurance policies of Seller relating to the Business or the System, covering any Purchased Assets, Business Employees or Assumed Liabilities. All of such policies (or renewals thereof) are in full force and effect. As of the date hereof, Seller has not received notice of cancellation of any such policies.

3.15 Employee Benefits.

(a) Schedule 3.15(a) of the Disclosure Schedules sets forth a true and complete list of each Employee Benefit Plan. With respect to each Employee Benefit Plan, Seller has delivered to Purchaser true, correct and complete copies of: (i) the plan documents and summary plan descriptions, (ii) the most recent determination letter received from the Internal Revenue Service, (iii) the three most recent Form 5500 annual reports as filed, including all schedules and attachments thereto, and (iv) all related trust agreements, insurance contracts, and other funding arrangements.

(b) Each Employee Benefit Plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in compliance with the terms of such plan and the requirements of ERISA, the Code, and other applicable Laws. Each Employee Benefit Plan that is intended to meet the requirements of a "qualified plan" under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service, and no fact or event has occurred that could adversely affect the qualification of any such Employee Benefit Plan. With respect to each Employee Benefit Plan, all contributions and premium payments that are due have been made and all contributions and premium payments for any period ending on or before the Closing Date that are not yet due have been made or properly accrued.

(c) Seller does not maintain, sponsor, contribute to or has any Liability under or with respect to any employee pension benefit plan (as defined in Section 3(2) of ERISA) that is or was subject to Title IV of ERISA or Section 412 of the Code, or any "multiemployer plan" (as defined in Section 3(37) of ERISA).

(d) There has been no "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) or any breach of fiduciary duty (as determined under ERISA) with respect to any Employee Benefit Plan. There is no pending or, to the Knowledge of Seller, threatened claim, action, arbitration, litigation, audit, investigation or proceeding (other than routine claims for benefits) with respect to or in connection with any Employee Benefit Plan.

(e) Except as set forth in Schedule 3.15(e), the execution and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not (either alone or in conjunction with any other event) result in any payment becoming due, increase any benefits or compensation, or result in any acceleration of the vesting or timing of payment or funding of any benefits or compensation under any Employee Benefit Plan.

(f) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" (as defined under Section 409A(d)(1) of the Code) (i) has been operated and administered in good faith compliance with Section 409A of the Code prior to January 1, 2009 and (ii) has been operated and administered in documentary compliance with Section 409A of the Code and the Treasury Regulations and other official guidance promulgated thereunder on or after January 1, 2009. Except as set forth in Schedule 3.15(f), no amount paid or payable (whether in cash, in property, or in the form of benefits) in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) could be an "excess parachute payment" within the meaning of section 280G of the Code, or would constitute an "excess parachute payment" if such amounts were subject to the provisions of section 280G of the Code. No Employee Benefit Plan provides for an indemnity obligation for any Taxes imposed under Section 4999 or 409A of the Code.

(g) Seller has no Liability with respect to the provision of post-retirement or post-termination medical, health or life insurance or other welfare-type benefits to any Person except as required under COBRA and for which the beneficiary pays the full cost. Seller has complied and is in compliance with the requirements of COBRA.

3.16 Environmental Compliance.

(a) With respect to the Business and the Purchased Assets, Seller has at all times complied with and is in compliance with all Environmental Laws, which compliance has included obtaining and complying at all times with all Permits required pursuant to Environmental Laws for the occupation of the Real Property and the operation of the Business.

(b) Seller has not received any written or oral notice, report, order, Claim, directive, or other information regarding any actual or alleged material violation of, or any material Liability, including without limitation any material investigatory, remedial or corrective obligation, under Environmental Laws with respect to the Business or the Real Property.

(c) With respect to the Business, the Purchased Assets, and the Real Property, Seller has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any substance, including without limitation any Hazardous Substance, or owned or operated any property or facility (including the Real Property) which is or has been contaminated by any substance, so as to give rise to any Liabilities pursuant to Environmental Laws.

(d) With respect to the Business or the Purchased Assets, Seller has not become subject to, assumed, undertaken, or provided an indemnity with respect to any material Liability, including without limitation any material investigative, corrective or remedial obligation, of any other Person relating to Environmental Laws.

(e) Seller has furnished to Purchaser all environmental audits, assessments and reports and all other documents materially bearing on environmental, health or safety Liabilities, with respect to the Business, the Purchased Assets, and the Real Property, in each case that are in its possession or under its reasonable control.

3.17 Litigation.

(a) Other than (i) routine Claims for benefits in the Ordinary Course of Business, (ii) Subscriber billing disputes or (iii) rule making proceedings by Governmental Authorities that affect the cable television or telecommunications industry generally, all Litigation pending, or, to the Knowledge of the Seller, threatened, planned or reasonably probable affecting the Business, the System, the Purchased Assets or any of the Assumed Liabilities, is set forth on Schedule 3.17(a) to the Disclosure Schedules. There are no Claims pending or, to the Knowledge of Seller, threatened that seek to delay or prevent the consummation of the transactions contemplated by this Agreement or which would reasonably be expected to materially impair the ability of any of Seller to perform its obligations under this Agreement or any of the Ancillary Agreements to which it is a party. No event has occurred or circumstance exists that would be reasonably likely to give rise to or serve as the basis for the commencement of any Litigation.

(b) Other than Orders affecting the cable television or telecommunications industry generally, there is no Order of any kind with respect to the Business, the System or the Purchased Assets, or to which the Business, the System or the Purchased Assets are subject or by which they are bound or affected or which would affect the legality, validity or enforceability of this Agreement or any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby.

3.18 Legal Compliance.

(a) Seller is in material compliance with, and for the last three (3) years has been in material compliance with, all Laws applicable to such Seller, the Business and the System, and neither Seller nor any officer of such Seller has received any notice of any material violation of any applicable Law or received any inquiry from any Governmental Authority regarding such Seller's operations.

(b) Schedule 3.18(b) of the Disclosure Schedules sets forth a list of all Franchises and Licenses, together with the expiration date of each. Except as set forth in Schedule 3.18(b)(i) of the Disclosure Schedules, all permits, Licenses, Franchises, approvals, certificates, consents, waivers, concessions, exemptions, Orders, registrations, notices or other authorizations of any Governmental Authority necessary for Seller to operate the Business, to own the System, and to operate and provide cable television and related services in the Service Areas (collectively, the "**Permits**"), are in full force and effect and constitute the valid, legal, binding and enforceable obligation of the Seller that is a party thereto. True and correct copies of all written Franchises and Licenses have been made available to the Purchaser. Except as set forth in Schedule 3.18(b) of the Disclosure Schedules, the operation of the System are in compliance in all material respects with the Permits and all other material applicable requirements of Governmental Authorities relating to such Permits and no suspension, request

for stay of the grant thereof (or any appeal thereof), modification, termination or cancellation of any of the Permits is pending or, to the Knowledge of the Seller, threatened.

(c) Seller possesses valid and unexpired State Franchises that grant authority to offer video service to subscribers in all of the Service Areas.

3.19 Intellectual Property.

(a) Schedule 3.19(a) of the Disclosure Schedules sets forth a list of all of the following owned by or filed in the name of Seller: (i) patented or registered Intellectual Property; (ii) patent applications or other applications for the registration of Intellectual property; and (iii) any other material Intellectual Property (but in the case of trade secrets, only a non-confidential description thereof), in each case, including a designation of all current owners and status thereof, all jurisdictions in which such Intellectual Property has been or is registered or filed, and the applicable registration application or serial numbers or similar identifier. All Intellectual Property referenced in clauses (i) or (ii) is subsisting and, to the Knowledge of Seller, valid and enforceable and has not expired or been cancelled or abandoned.

(b) Seller (i) exclusively owns and possesses all right, title and interest in and to the Intellectual Property set forth on Schedule 3.19(a) of the Disclosure Schedules, and (ii) exclusively own and possess all right, title and interest in and to, or has the right to use pursuant to a valid and enforceable Contract identified on Schedule 3.13(viii) of the Disclosure Schedules, all other Intellectual Property that is used or proposed to be used with respect to, necessary for, or otherwise embodied by the operation, products, processes, methods, materials, or services of, the Business (including the System), in each case free and clear of all Encumbrances (other than Permitted Encumbrances) (the Intellectual Property referenced in each of clauses (i) and (ii), collectively, the "**Business Intellectual Property**"). Neither the Seller, nor the current operation, the proposed operation of the Business (including the marketing, distribution, importation, offer for sale, sale, use or exploitation of any products or services in connection therewith), or the System, are infringing, misappropriating, or otherwise violating, or have infringed, misappropriated, or otherwise violated, any Intellectual Property of any Person. To the Knowledge of the Seller, no Person is infringing, misappropriating, or otherwise violating, any Business Intellectual Property. No Affiliate of the Seller owns any right, title or interest in, to or under any Business Intellectual Property.

(c) No Claim has been made, is pending or, to the Knowledge of Seller, is threatened, (i) with respect to any infringement, misappropriation or other violation, by the Seller of any Intellectual Property of any Person (including any offers or demands to license or cease and desist letters) or (ii) challenging the enforceability, use, ownership, scope, or validity, of any Business Intellectual Property (other than office actions issued in the ordinary course of prosecuting any pending patent or trademark application). No Claim with respect to any Business Intellectual Property is pending, or has been made or threatened, against any Person by Seller. None of the Business Intellectual Property is subject to any outstanding Order restricting or otherwise limiting the use, validity, enforceability, disposition or exploitation thereof or any right, title or interest of Seller with respect thereto.

(d) Seller has taken all reasonably necessary steps to protect the Business Intellectual Property, including maintaining the confidentiality of all trade secrets and other confidential information of the Seller. The transactions contemplated by this Agreement shall not impair any right, title or interest of Seller in or to any Business Intellectual Property or Seller System, and immediately subsequent to the Closing, the Business Intellectual Property and Seller System will be owned by, licensed to, or available for use by, the Purchaser on terms and conditions identical to those under which the Seller owned, licensed or used, the Business Intellectual Property and Seller System immediately prior to the Closing, without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments that the Seller would otherwise be required to pay. The Seller System is adequate for the operation of the Business as currently conducted, and are sufficient in all material respects for the current and anticipated future needs of the Business. The Seller has taken all reasonable precautions to (i) protect the confidentiality, integrity and security of the Seller System and all information stored or contained therein or transmitted thereby from any unauthorized intrusion, breach, use, access, interruption or modification by any Person and (ii) ensure that all Seller System (x) is free from any material defect, bug, virus or programming, design or documentation error or corruption, and (y) is fully functional and operates and runs in a reasonable and efficient business manner.

(e) All Persons (including current and former employees, contractors and consultants of the Seller) who have participated in the creation, invention, modification, improvement or development of any of the Business Intellectual Property for, or under the direction or supervision of, Seller (including the Intellectual Property set forth on Schedule 3.19(a) of the Disclosure Schedules) have executed and delivered to such Seller, a valid and enforceable Contract (i) providing for the non-disclosure by such Person of any trade secrets or other confidential information of Seller, and (ii) providing for the assignment (by way of a present grant of assignment) by such Person to Seller of any Intellectual Property arising out of such Person's employment by, engagement by or contract with Seller.

(f) The Seller is subject to laws pertaining to municipalities and (i) maintains policies with respect to data security and data privacy (including the collection of personally identifiable information and the privacy of all customers and any of their personally identifiable information) and (ii) complies with all (and is not aware of any violation of any) (A) such policies, (B) applicable Laws relating to any such collection, data security, data privacy, deceptive trade practices, and consumer marketing and research, and (C) rules, regulations, standards, policies, manuals, and procedures of any applicable credit or debit card networks or associations (including, with respect to the processing of credit card information, the Payment Card Industry Data Security Standards (PCI-DSS)) governing the collection or use of personal information and payment card information ("Card Association Rules"). No Claim has been made or is pending, or, to the Knowledge of Seller, is threatened, with respect to any failure to so maintain or comply. There are not, and have not been, any facts or circumstances that would require Seller to give notice to any customer, supplier or other Person of any actual or perceived data security breaches pursuant to any Law or Card Association Rules. There have been no actual or alleged unauthorized use, access, intrusions, or breaches of security, of the (x) Seller System or any other information technology used, provided, sold, or licensed, by Seller or (y) any personal information, payment card information, confidential or proprietary data or any other such information collected, maintained or stored by or on behalf of Seller (or any loss,

destruction, compromise or unauthorized disclosure thereof). Seller has not had any of its employees' or customers' personally identifiable information stolen or fraudulently acquired.

3.20 Books and Records.

The Books and Records and other similar records of Seller have been provided or made available to the Purchaser prior to the execution of this Agreement and have been prepared and maintained in accordance with sound business practices. The minutes contain an accurate record, in all material respects, of all actions taken at all meetings and by all written consents in lieu of meetings of the City Council of Seller from its respective date of organization through the date hereof.

3.21 Employees; Labor Relations.

(a) Schedule 3.21(a) of the Disclosure Schedules contains a complete and accurate list of the following information for each employee of Seller who provides services in any way related to the Business or the operation of the System (the "***Business Employees***"), including each employee on leave of absence or layoff status: name; employer; and job title. The Seller has previously provided the Purchaser with a schedule setting forth the compensation for each Business Employee, including any sick and vacation leave that is accrued but unused.

(b) Except as set forth in Schedule 3.21(b) of the Disclosure Schedules, each Business Employee is an employee-at-will, and no such Business Employee is party to any individual contract, written or oral, express or implied, for employment or the provision of severance or change of control benefits.

(c) Except for the Seller's collective bargaining agreement with the International Union of Operating Engineers, Local 148, effective as of January 1, 2013 (the "***Collective Bargaining Agreement***"), Seller is not party to any labor and collective bargaining agreement. With respect to the transactions contemplated by this Agreement, the Seller has or prior to the Closing Date will have provided any notice required under the Collective Bargaining Agreement and satisfied all applicable bargaining obligations.

(d) There has been no unfair labor practice charge, grievance or complaint pending or, to the Knowledge of Seller, threatened against Seller before the National Labor Relations Board or any similar state or foreign Governmental Authority.

(e) There have been no strikes, work stoppages or lockouts pending or, to the Knowledge of the Seller, threatened against or involving Seller.

(f) Seller is not involved in or, to the Knowledge of Seller, threatened with any labor dispute, Litigation or administrative proceeding relating to labor matters involving the Business Employees (including occupational safety and health standards).

(g) No Person (including any Governmental Authority) has given written notice to Seller of or, to the Knowledge of Seller, threatened to file any Claim against Seller under or arising out of any Laws relating to employer-employee relationships, employee

entitlements, discrimination in employment or employment practices, immigration or facility closings.

(h) To the Knowledge of Seller, no key employee and no group of employees or independent contractors of Seller has any plans to terminate his, her or its employment or relationship as an independent contractor with Seller.

(i) There have not been any facility closings, mass layoffs or other terminations at Seller that would create any obligations upon or liabilities for Seller under the Worker Adjustment and Retraining Notification Act or similar Laws.

(j) All employees have been timely paid all compensation earned, or otherwise required, for any work performed for Seller through the last pay period, including regular wages, overtime, bonuses and commissions. All individuals characterized and treated by Seller as independent contractors are properly treated as independent contractors under all applicable Laws.

3.22 Solvency.

Seller is not currently insolvent, nor will Seller be rendered insolvent by any of the transactions contemplated hereunder.

3.23 Relationships with Related Persons.

Except as set forth on Schedule 3.23 of the Disclosure Schedules, and except for the ownership of any Seller by Related Persons as set forth on Schedule 3.6, no current or former Related Person of any Seller, or any of their Related Persons, has any direct or indirect interest in any of the Purchased Assets, the Business, or the Systems, and does not own, of record or as a beneficial owner, an equity interest or any other financial or profit interest in any Person that (i) has had business dealings or a material financial interest in any transaction with any Seller, the Business or the Systems, or (ii) has engaged or is engaged in competition with any Seller, the Business or the Systems. Except as set forth on Schedule 3.23 of the Disclosure Schedules, no current or former Related Person of any Seller, nor any of their Related Persons, is a party to any Contract with or involving, or has any Claim or right against or involving, any Seller, any of the Purchased Assets, the Business or the Systems.

3.24 No Brokers or Finders.

Except as set forth in Schedule 3.24 of the Disclosure Schedules, Seller has not incurred or will incur, directly or indirectly, as a result of any action taken or permitted to be taken by or on behalf of Seller, any Liability for brokerage or finders' fees or agents' commissions or similar charges in connection with the execution and performance of the transactions contemplated by this Agreement. Seller expressly acknowledges and agrees that each and every Liability set forth, or required to be set forth, on Schedule 3.24 of the Disclosure Schedules is the obligation of the Seller and the Purchaser shall not be liable in any manner whatsoever for the payment or satisfaction of any such Liabilities set forth thereon.

3.25 Retransmission Consent and Must-Carry; Rate Regulation; Copyright Compliance.

(a) Schedule 3.25(a) of the Disclosure Schedules lists the television stations within the System's television market (as defined by FCC regulation) that have elected "must-carry" or retransmission consent status pursuant to the Cable Act. Except as described on Schedule 3.25(a) of the Disclosure Schedules, each television station carried by the System is carried in all material respects pursuant to a valid retransmission consent agreement, "must-carry" election or other programming agreement between the Seller and each broadcaster. Other than with respect to those must-carry election notices identified on Schedule 3.25(a) of the Disclosure Schedules and routine blackout requests submitted pursuant to FCC regulations, no written notices or demands have been received from the FCC, from any television station or from any other Person or Governmental Authority (i) challenging the right of any System to carry any television broadcast station or deliver the same or (ii) claiming that any System failed to carry a television broadcast station required to be carried pursuant to the Communications Act or has failed to carry a television broadcast station on a channel designated by such station consistent with the requirements of the Communications Act (x) within the last twenty-four (24) months or (y) which the Person making such notice or demand has not acknowledged in writing to have been resolved.

(b) The Seller is permitted under the Communications Act and all applicable Laws to receive and retransmit the video programming or other information made available to Subscribers of the System presently being carried to the Subscribers of and by the System and to utilize all carrier frequencies generated by the operations of the System, and are licensed to operate all the facilities required by Law to be licensed, including any business radio and any cable television relay service stations, being operated or authorized to be operated as part of or in conjunction with any of the System. Except as provided in Schedule 3.25(b) of the Disclosure Schedules, the operation of the System and of any FCC licensed or registered facility used in conjunction with the operation of the System, is in material compliance with the Communications Act and all applicable Laws, and all required reports, fees, filings, applications and other submissions of Seller to any Governmental Authority, including the FCC, with respect to the System or the Business are true and correct in all material respects and have been filed and no Seller has received any written notice that the Business or the System are not or have not been in compliance in all material respects with the Communications Act or other Laws. The Seller has provided all notices to Subscribers of the Business and the System required under the Communications Act or other Laws. No deficiencies have been asserted by the FCC or any other Governmental Authority or any third party with respect to the Business or the System that have not been timely cured.

(c) Schedule 3.25(c) of the Disclosure Schedules sets forth: (i) all regulations imposed by Seller on cable systems within its jurisdictions, including any rate regulation; (ii) a list of all communities for which Seller has obtained an FCC order of effective competition; and (iii) a list of all communities for which a petition for effective competition is pending before the FCC. The Seller and the Business are in compliance in all material respects with the provisions of the Cable Act and any other relevant Laws relating to the rates and other fees charged to Subscribers of the System. The Seller has established rates charged to Subscribers of the System that are allowable under the Cable Act and any authoritative interpretation thereof, to the extent

such rates are subject to regulation by any Governmental Authority, including but not limited to the FCC.

(d) The System is in compliance in all material respects with the specifications set forth in the Communications Act; Section 111 of the Copyright Act of 1976 and the rules and regulations of the Copyright Office, the Register of Copyrights and the Cable Act. The Seller has filed with the Copyright Office all required statements of account and other documents and instruments with respect to the Business that were required to have been filed in accordance with the Copyright Act of 1976 and regulations promulgated pursuant thereto, and the Seller has paid all royalties, supplemental royalties, fees and other sums to the Copyright Office under the Copyright Act with respect to the System. The Seller has made available to the Purchaser copies of all statements of account referred to in this Section 3.25(d). The Seller has not been notified or otherwise advised of any inquiry, Claim, action or demand pending before the Copyright Office or from any other Person that questions the copyright filings or payments made by the Seller with respect to the System. The Seller has made all requisite filings and payments with the Register of Copyrights and is otherwise in compliance in all material respects with all applicable rules and regulations of the Copyright Office with respect to the System. The Seller has not been notified or otherwise advised of any inquiry, Claim, action or demand regarding the failure of the System or the Purchased Assets to comply with the Communications Act or the Cable Act.

3.26 System Information.

(a) Schedule 3.26(a) of the Disclosure Schedules sets forth, in all material respects and as of the dates set forth in such Schedule, a true and complete statement of the following information with respect to the System: (i) the total approximate number of Subscribers (including Basic Subscribers and EBU's other than HSI EBU's), HSI Subscribers, subscribers to Pay TV, subscribers to Digital Services, and subscribers to high definition television (HDTV) served, in each case, showing by subscriber type whether a subscriber is residential or commercial; (ii) the bandwidth capacity specified in MHz and in channels, for each plant mile and headend; (iii) the channel line-up and rate card; (iv) the approximate number of Homes Passed and Two-Way Homes Passed; (v) the approximate fully completed and operational plant miles and two-way plant miles, designated by aerial or underground; and (vi) the total number of telephone lines.

(b) As of December 31, 2013, the aggregate number of RGUs, the aggregate number of HSI Subscribers, and the aggregate number of Subscribers (including Basic Subscribers and EBU's other than HSI EBU's), in each case, was no less than (and was approximately equal to) the amounts set forth in Schedule 3.26(b).

(c) The number of plant miles of the System is not greater than the amount set forth in Schedule 3.26(c), and the number of Homes Passed and Two-Way Homes Passed is not less than the amounts set forth in Schedule 3.26(c).

(d) Schedule 3.26(d) of the Disclosure Schedules sets forth a true and accurate description of the following information relating to the System: (i) a rate card describing the services available from the System, and the standard rates charged by the Seller therefore, including all rates, tariffs and other charges for cable television or other services provided by

such System; and (ii) a channel lineup which includes the stations and signals carried by each System and the channel position of each such signal and station.

(e) Except as set forth on Schedule 3.26(e) of the Disclosure Schedules, to the Seller's Knowledge, (i) no Person, other than the Seller, is providing cable television service within the regions in which the System operate; (ii) no Person, other than the Seller, has commenced construction of a cable television distribution network or similar wireline multichannel video programming distribution system within the regions in which the System operate; (iii) no Person, other than the Seller, has received a cable television franchise in any of the Service Areas; or (iv) no Governmental Authority within the regions in which the System operate has voted or otherwise approved an initiative to offer competing cable services, and no such Governmental Authority or its citizens have authorized the issuance of bonds or approved any other measure to finance the building of competing cable services.

(f) The Seller does not provide any services to any areas or communities other than the Service Areas identified on Annex I.

3.27 Bonds; Letters of Credit.

Schedule 3.27 of the Disclosure Schedules sets forth a list of all franchise, construction, fidelity, performance and other bonds, guaranties in lieu of bonds and letters of credit posted by Seller, and all certificates of insurance of Seller, in connection with the Seller's operation of the System.

3.28 Suppliers.

Schedule 3.28 lists the top ten suppliers (other than programming suppliers) of the Seller for the twelve-month period ending December 31, 2013 by gross sales or purchases attributable to such supplier during such period, and sets forth opposite the name of each such supplier such gross sales or purchases. To the Seller's Knowledge, no such supplier listed on Schedule 3.28 has indicated that (i) as of the date hereof, the consummation of the transactions contemplated by this Agreement will have any material adverse effect on the business relationship with such Person or (ii) such Person intends to (x) terminate or fail to renew its relationship with Seller, (y) stop, or materially decrease the rate of, supplying materials, products or services to Seller or (z) change the prices of such materials, products or services (other than ordinary course increases or increases made pursuant to the applicable Contract with such supplier). Seller is not involved in any material claim, dispute or controversy with any such supplier. There are no suppliers to Seller of materials, products, Intellectual Property or services that are material to the Business with respect to which practical alternative sources of supply are not generally available on comparable terms and conditions in the marketplace.

3.29 No Other Representations or Warranties.

Except for the representations and warranties contained in this Article III, the Ancillary Agreements, or in any of the instruments of assumption or transfer or other instruments delivered by Seller or the Seller in connection with the transactions contemplated hereby or thereby, Seller does not make, and no other Person makes any other express or implied representation or warranty on behalf of the Seller.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller, as of the date of this Agreement and as of the Closing Date, as follows:

4.1 Organization.

The Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Missouri and has all requisite power to own, operate and lease its properties and to carry on its business as now being conducted.

4.2 Authority; Enforceability.

The Purchaser has all requisite power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. All actions required on the part of the Purchaser for such execution, delivery and performance of this Agreement and the Ancillary Agreements to which it is a party have been duly and validly taken. Assuming due execution and delivery hereof and thereof by the Seller, this Agreement and each of the Ancillary Agreements to which the Purchaser is a party constitute the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, moratorium and other similar Laws affecting creditors' rights generally and by general equitable principles.

4.3 No Defaults.

The execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements to which it is a party do not, and the performance and consummation by the Purchaser of the transactions contemplated hereby or thereby, will not: (i) conflict with the Organizational Documents of the Purchaser; (ii) conflict with or result in a breach or violation of, or constitute a default under or give rise to any right of acceleration or termination of, any Contract to which Purchaser is a party or by which the Purchaser's assets or properties are bound; or (iii) violate or result in a breach of, or constitute a default under, any Law applicable to the Purchaser, in each case except for such defaults, breaches or violations as would not impair or delay the Purchaser's ability to perform its obligations under this Agreement or any Ancillary Agreement to which the Purchaser is a Party.

4.4 No Brokers or Finders.

Except with respect to the agreement with Royal Bank of Canada, the Purchaser has not incurred and will not incur, directly or indirectly, as a result of any action taken or permitted to be taken by or on behalf of the Purchaser, any Liability for brokerage or finders' fees or agents' commissions or similar charges in connection with the execution and the performance of the transactions contemplated by this Agreement. The Purchaser expressly acknowledges and agrees that any Liability owed to Royal Bank of Canada, is the obligation of the Purchaser and the

Seller shall not be liable in any manner whatsoever for the payment or satisfaction of any such Liabilities.

4.5 Litigation.

There are no Claims pending or, to the Knowledge of the Purchaser, threatened against the Purchaser, that seek to delay or prevent the consummation of the transactions contemplated by this Agreement or which could reasonably be expected to materially impair the ability of the Purchaser to perform its obligations under this Agreement or any of the Ancillary Agreements to which it is a party.

4.6 No Other Representations.

Purchaser acknowledges that the Seller does not make any representation or warranty whatsoever, express or implied, with respect to (i) any projections, estimates or budgets delivered to or made available to Purchaser of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or System or (ii) any other information or documents made available to Purchaser or its counsel, accountants or advisors with respect to the Business, the Purchased Assets or the Assumed Liabilities (whether written or oral, made available to Purchaser or its counsel, accountants or advisors in any data room, confidential information memorandum, presentation by management, due diligence discussion or otherwise), in each case, except as expressly set forth in this Agreement, the Ancillary Agreements, or in any of the instruments of assumption or transfer or other instruments delivered by the Seller in connection with the transactions contemplated hereby or thereby.

ARTICLE V CONDITIONS TO CLOSING

5.1 Conditions to Obligations of the Purchaser.

The obligations of the Purchaser to effect the transactions contemplated hereby are subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Representations and Warranties of the Seller. The representations and warranties of the Seller shall be true and correct in all material respects (except for those representations and warranties containing a materiality or Material Adverse Effect qualifier, which shall be true and correct in all respects) on the date hereof and on and as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(b) Agreements and Covenants. Each of the agreements, covenants and obligations of the Seller to be performed on or prior to the Closing shall have been so performed in all material respects.

(c) Officer's Certificates. Seller shall have delivered to the Purchaser a certificate, dated the Closing Date and executed by an officer of Seller, certifying as to the fulfillment of the conditions specified in Sections 5.1(a), 5.1(b), 5.1(r) and 5.1(u).

(d) City Manager's Certificate. The City Manager of Seller shall have delivered to the Purchaser at the Closing a certificate stating that all approvals necessary to consummate the transactions contemplated by this Agreement have been obtained, attaching thereto a copy of such approval by the City Council of the Seller dated no earlier than five (5) Business Days before the Closing Date.

(e) Third-Party Consents. All Required Consents shall have been obtained.

(f) Government Approvals. All Permits or declarations or filings with, or expiration of waiting periods imposed by, any Governmental Authority necessary for the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements shall have been filed, occurred or obtained. To the extent any such governmental approvals must be issued to satisfy this condition, such approvals shall be by Final Order of the applicable Governmental Authority.

(g) Release of Liens. Each Person holding, granted or secured by an Encumbrance (other than a Permitted Encumbrance) on any Purchased Asset shall have delivered to the Purchaser a release of that Encumbrance, or authorization to file a release of that Encumbrance on behalf of such Person, each in form and substance acceptable to the Purchaser.

(h) No Actions or Proceedings. No Litigation shall be pending or threatened before any Governmental Authority that presents a risk of restraining, enjoining, preventing, delaying or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement.

(i) No Orders. There shall not be in effect any Order restraining, enjoining, preventing, delaying or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement.

(j) Bills of Sale. Seller shall have executed and delivered a General Assignment and Bill of Sale, and an Intellectual Property Assignment, in the forms attached hereto as Exhibits B-1 and B-2, and such other good and sufficient instrument of conveyance, assignment and transfer as the Purchaser shall reasonably request in order to vest good title to each of the Purchased Assets in the Purchaser (collectively, the "***Bills of Sale***").

(k) Assumption Agreement. Seller shall have executed and delivered the Assumption Agreement, in the form attached hereto as Exhibit C, assigning the Assumed Liabilities to the Purchaser (the "***Assumption Agreement***").

(l) Grant Deeds. The Seller shall have executed and delivered a grant deed in a form reasonably acceptable to the Purchaser and its financing sources and such other good and sufficient instruments of conveyance, assignment and transfer as the Purchaser shall reasonably request in order to vest good title to each Owned Real Property in the Purchaser (the "***Deeds***").

(m) Assignment and Assumption of Leases. Seller shall have executed and delivered an Assignment and Assumption of Lease, in the form attached hereto as Exhibit D, and such other good and sufficient instruments of conveyance, assignment and transfer as the

Purchaser shall reasonably request in order to assign each Lease of Seller, if any, to the Purchaser (the "*Assignments of Leases*").

(n) Escrow Agreement. The Seller and the Escrow Agent shall have executed and delivered the Escrow Agreement.

(o) Real Property. There shall be no Title Defects to which the Purchaser has timely notified the Seller in accordance with Section 6.10, which the Title Company has not deleted from the Title Commitment or committed to insure over by endorsement.

(p) Title Insurance. The Seller shall have delivered the Title Commitments described in Section 6.10.

(q) Monthly Financial Statements. The Seller shall have delivered to the Purchaser the Monthly Financial Statements required to be delivered pursuant to Section 6.13.

(r) Material Adverse Effect. As of the Closing, there shall not have occurred, and no fact or circumstance shall exist which would reasonably be expected to have, a Material Adverse Effect.

(s) Risk of Loss. The repair or replacement of any Purchased Assets affected by a casualty or condemnation event shall have been completed as and to the extent required by Section 6.15.

(t) FIRPTA Certificates. Seller shall have provided the Purchaser with properly executed certificates, in the form attached as Exhibit E, certifying under penalties of perjury as to the non-foreign status of the Seller for purposes of Section 897 and 1445 of the Code.

(u) [Intentionally Omitted].

(v) Transition Services Agreement. The Seller shall have executed and delivered the Transition Services Agreement (the "*Transition Services Agreement*") in the form attached hereto as Exhibit F.

(w) Other Documents. The Seller shall have delivered to the Purchaser all such other agreements, certificates and instruments, in form reasonably acceptable to the Purchaser, as shall be reasonably necessary in order to effectuate the transactions described herein.

5.2 Conditions to Obligations of the Seller.

The obligations of the Seller to effect the transactions contemplated hereby are subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Representations, Warranties and Agreements of the Purchaser. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects) on the date hereof and on and as of the

Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which need to be true and correct only as of the specified date).

(b) Agreements and Covenants. Each of the agreements, covenants and obligations of Purchaser to be performed on or prior to the Closing shall have been so performed in all material respects.

(c) Officer's Certificates. The Purchaser shall have delivered to the Seller a certificate, dated the Closing Date and executed by an officer or manager of the Purchaser, certifying as to the fulfillment of the conditions specified in Sections 5.2(a) and 5.2(b).

(d) No Actions or Proceedings. No Litigation shall be pending or threatened before any Governmental Authority that presents a risk of restraining, enjoining, preventing, delaying or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement.

(e) No Orders. There shall not be in effect any Order restraining, enjoining, preventing, delaying or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement.

(f) Government Approvals. All Permits or declarations or filings with, or expiration of waiting periods imposed by, any Governmental Authority necessary for the consummation of the transactions contemplated by this Agreement or the Ancillary Agreement shall have been filed, occurred or obtained. To the extent any such governmental approvals must be issued to satisfy this condition, such approvals shall be by Final Order of the applicable Governmental Authority.

(g) Bills of Sale. The Purchaser shall have executed and delivered each Bill of Sale.

(h) Assumption Agreement. The Purchaser shall have executed and delivered an Assumption Agreement.

(i) Escrow Agreement. The Purchaser and the Escrow Agent shall have executed and delivered the Escrow Agreement.

(j) Assignment and Assumption of Leases. The Purchaser shall have executed and delivered the Assignment of Leases.

(k) Transition Services Agreement. The Purchaser shall have executed and delivered the Transition Services Agreement, in the form attached hereto as Exhibit F.

ARTICLE VI COVENANTS

6.1 General.

Subject to each party's rights under Section 8.1, each party hereto shall use its commercially reasonable efforts to take all actions and to do all things reasonably necessary in order to satisfy the conditions to the obligations of the other party under Article V hereto.

6.2 Operation of Business.

Prior to the Closing, the Seller shall conduct the Business and operate the System only in the Ordinary Course of Business and shall not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business, without the Purchaser's prior written consent. Without limiting the generality of the foregoing, without the Purchaser's prior written consent, Seller shall not:

(a) engage in any practice, take any action or enter into any transaction of the sort described in Section 3.9 above;

(b) enter into any new Contract that would be a Transferred Contract or terminate, suspend or abrogate any existing Transferred Contract other than in the Ordinary Course of Business;

(c) modify, or renew any Transferred Contract that is a Material Contract that existed before such renewal or modification;

(d) modify, terminate, renew, suspend, or abrogate any Permit other than in the Ordinary Course of Business;

(e) fail to disconnect and discontinue service to Subscribers whose accounts are delinquent, in accordance with Seller's then current practice;

(f) increase or reduce in any material amount the number of Business Employees or fail to promptly advise the Purchaser of any union organizing activities with respect to any of the Business Employees of which Seller has Knowledge;

(g) enter into, adopt, amend (except as may be required by Law), increase the benefits under or terminate any Employee Benefit Plan or any agreement, arrangement, plan or policy between Seller and one or more of the Business Employees;

(h) incur any Liability that would constitute an Assumed Liability if incurred prior to the date of this Agreement other than in the Ordinary Course of Business and in an aggregate amount not to exceed \$25,000;

(i) implement any material increase or decrease in the rates charged to subscribers of the System except to reflect any changes in rates in programming agreements that are consistent with industry practice and Seller's past practices, make any material changes in programming or give any notices to subscribers or local authorities concerning any material changes in rates or programming, engage in any marketing other than in the ordinary course of business, engage in any promotions or discounts other than in the ordinary course of business (which activities shall be consistent with the past practices of such Seller and the promotions and discounts set forth on Schedule 7.2(h) or make any commitment regarding changes in or

continuation of rates or programming, except as obligated by FCC rules, regulations or orders pursuant to applicable Law or Material Contracts;

(j) disclose any trade secrets or other confidential information other than pursuant to a written confidentiality agreement entered into in the ordinary course of business with reasonable protections of, and preserving all rights of such Seller in, such trade secrets and confidential information, or knowingly receive any trade secrets or other confidential information of any third party in violation of any obligation of confidentiality; or

(k) abandon or permit the expiration or lapse of any registered Intellectual Property owned by such Seller (other than patents expiring at the end of their statutory terms (and not as a result of any act or omission by the Seller, including a failure by Seller to pay any required registration or maintenance fees)).

6.3 Preservation of Business.

The Seller shall use its commercially reasonable efforts to maintain the Seller's Business, System, and properties, including its present operations, physical facilities, working conditions, insurance policies, and relationships with Governmental Authorities, lessors, licensors, suppliers, customers and employees. Without limiting the generality of the foregoing, Seller covenants to:

(a) file all required FCC reports and statements of account under Section 111 of the Copyright Act of 1976, as amended, and promptly provide Purchaser with copies thereof;

(b) maintain spare inventory, including installation material, subscriber devices, passives and plant electronics, and Headend equipment consistent with past practices;

(c) maintain services at all office locations currently operated by Seller in any Service Area;

(d) incur necessary expenditures for and to undertake and complete the projects, work and investments contemplated by the 2014 Capex Budget in accordance with the schedule set forth therein.

(e) comply in all material respects with all Laws applicable to the Business, the System and the Purchased Assets;

(f) pay Taxes and current Liabilities in compliance with applicable Laws and Contracts and in a manner consistent with past practices, and such Seller shall not permit any Liens for Taxes to arise on or with respect to any of the Purchased Assets;

(g) report and write off Accounts Receivable consistent with past practices;

(h) continue to engage in all marketing or promotional activities in accordance with such Seller's then-current nationwide or regional practice;

(i) deliver to the Purchaser correct and complete copies of monthly System Reports and monthly Subscriber reports promptly after such statements become available to the Seller; and

(j) maintain the material Tangible Personal Property in sufficient repair, order and condition consistent with current needs of the Business, replace in accordance with prudent practices its inoperable, worn out or obsolete assets with assets of sufficient quality consistent with prudent practices and current needs of the Business, and in the event of a casualty, loss or damage to any of such Tangible Personal Property prior to the Closing Date, either repair or replace such damaged property in accordance with past practices and current needs of the Business.

6.4 Notice of Certain Events; Supplementation and Amendment of Disclosure Schedules.

(a) Prior to the Closing Date, the Seller shall promptly notify the Purchaser in writing of:

(i) any changes or events which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect;

(ii) any written notice from any Person (including any Governmental Authority) alleging that the consent of such Person is or may be required in connection with the consummation of the transactions contemplated by this Agreement;

(iii) any written notice from any Governmental Authority which seeks to restrain, enjoin, delay or otherwise prohibit the consummation of the transactions contemplated hereby;

(iv) any notice or other communication from any other party to any Transferred Contract that relates to the consummation of the transactions contemplated by this Agreement;

(v) any Litigation commenced or, to the Knowledge of the Seller, threatened against Seller or its Affiliates; or

(vi) the occurrence or failure to occur of any event which occurrence or failure to occur would be likely to result in the failure to satisfy any of the conditions specified in Article V.

(b) In addition, from time to time prior to the Closing, the Seller shall promptly supplement or amend the Disclosure Schedules to correct any inaccuracy therein and to reflect any matter hereafter arising or discovered after the date of this Agreement; provided, that no such supplement or amendment shall (i) cure any breach or inaccuracy of any representation or warranty made herein, (ii) have any effect on the satisfaction of the conditions to closing set forth in Article V or (iii) have any effect on any right or Claim of Purchaser or any other Purchaser Indemnified Parties pursuant to the terms of this Agreement or Ancillary Agreements.

6.5 Full Access.

The Seller will permit representatives of the Purchaser (including any of its financing sources) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of the Seller, to all premises, properties, personnel, books, records, Contracts, and documents of or pertaining to the Seller to the extent related to the Business, including using commercially reasonable efforts to provide the Purchaser with access to Business Employees, customers, suppliers and other third party service providers of the Seller.

6.6 Financing.

The Seller shall provide to the Purchaser, and shall cause the Seller's respective officers, employees and representatives, including legal and accounting, to provide, all cooperation reasonably requested by the Purchaser and all cooperation that is customary, necessary or advisable in connection with arranging and obtaining financing (through loans from financial institutions, issuances of equity or otherwise) in connection with the transactions contemplated hereby.

6.7 Exclusivity.

During the period from the date of this Agreement until the earlier of the termination of this Agreement or the Closing, the Seller shall not, and shall cause their Affiliates, managers, employees, advisors, representatives, and agents not to, directly or indirectly, initiate, solicit, negotiate, facilitate, accept or discuss any proposal or offer by a third party (an "**Acquisition Proposal**") to acquire all or any significant part of the Business or the System, whether by merger, purchase of equity interests, purchase of assets, tender offer or otherwise (a "**Third Party Acquisition**"), or provide any nonpublic information to any third party in connection with an Acquisition Proposal or a Third Party Acquisition, or enter into any agreement, arrangement or understanding requiring Seller to abandon, terminate or fail to consummate the transactions contemplated hereby. The Seller shall take the necessary steps to inform each of their representatives, officers, advisers, agents, trustees, and Affiliates (all such Persons, the "**Seller Group**") of the obligations undertaken in this Section 6.7 and will cause each member of the Seller Group to promptly notify (but in any event within 24 hours), orally and in writing, the Purchaser (through the Seller) if they receive any indication of interest, request for information or offer with respect to any Acquisition Proposal or Third Party Acquisition, which notice shall include the identity of the parties, price and other material terms thereof and copies of any proposals, expressions of interest or other related documentation. The Seller represents that no member of the Seller Group is party to or bound by any agreement with respect to an Acquisition Proposal or a Third Party Acquisition other than under this Agreement and the Seller is not pursuing any discussions with third parties (other than the Purchaser) regarding Acquisition Proposals or Third Party Acquisitions. To the extent Seller has provided confidential information with respect to the Business to any potential acquirer in the last twelve (12) months, such Seller shall request such potential acquirer(s) to promptly return all such confidential information to such Seller.

6.8 Taxes and Tax Returns.

Prior to the Closing Date, except as expressly contemplated by this Agreement, without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld, Seller, as it may pertain to a municipal corporation, shall not make or change any election, change an annual accounting period, adopt or change any accounting method, practice or policy, file any amended Tax Return, enter into any closing agreement, settle any Tax Claim or assessment relating to such Seller, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax Claim or assessment relating to Seller, or take any other similar action, or omit to take any action relating to the filing of any Tax Return or the payment of any Tax, if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action or omission would reasonably be likely to have the effect of increasing the present or future Tax Liability or decreasing any present or future Tax asset of the Purchaser or any Person holding a direct or indirect interest in Purchaser.

6.9 Benefit Plans.

During the period from the date of this Agreement and continuing until the Closing Date, the Seller will not, without the prior written consent of the Purchaser, enter into, adopt, amend (except as may be required by Law), increase the benefits under or terminate any Employee Benefit Plan or any agreement, arrangement, plan or policy between Seller and one or more of the Business Employees. The Seller shall be solely responsible for compliance with the requirements of COBRA with respect to all "M&A qualified beneficiaries" (within the meaning of Treasury Regulation Section 54.4980B-9) with respect to the transactions contemplated by this Agreement.

6.10 Title Insurance, Surveys, and Environmental Diligence.

(a) The Seller shall provide to the Purchaser within twenty-one (21) days after the date of this Agreement, (a) a commitment or commitments of title insurance issued by a title company chosen by the Seller and reasonably acceptable to the Purchaser and its financing sources (the "**Title Company**"), together with legible photocopies of all recorded items described as exceptions therein, committing to insure Purchaser in an amount reasonably determined by the Purchaser (individually and collectively, together with the required copies, the "**Title Commitment**"), for (i) the fee interest in the parcels of Owned Real Property (the "**Fee Property**"), (ii) to the extent required by any party providing financing to the Purchaser, any and all easement interests in the Real Property (the "**Easement Property**"), and (iii) to the extent required by any party providing financing to the Purchaser, any and all Leased Property, and (b) within ten (10) days after the delivery of the Title Commitment, an ALTA-ASCM survey of those parcels of Fee Property listed on Schedule 7.10 of the Disclosure Schedules (and to the extent required by any party providing financing to the Purchaser, Surveys of any additional Fee Property, Easement Property, or Leased Property), certified to the applicable Seller, the Purchaser and the Title Company and the Purchaser's financing sources, if applicable (individually and collectively, the "**Survey**"). Notwithstanding the foregoing, if any party providing financing to the Purchaser requires a Title Commitment or Survey for any property other than the Fee Property, the Seller shall have an additional twenty (20) days from the date of such request to provide such Title Commitments or Survey. If the Purchaser shall notify the Seller within fifteen (15) days (the "**Objection Notice**") of its receipt of the Title Commitment, legible copies of all exception documents, the Survey, any Encumbrance or other matter

affecting fee, easement or leasehold title to the Real Property which, in the reasonable determination of the Purchaser, will interfere with the use of, or diminish the value of, the Real Property, or is otherwise objectionable to the Purchaser (each, a "**Title Defect**"), then the Seller may, but without obligation, attempt to cure any such Title Defects or, with the consent of the Purchaser, but at the Seller's sole cost and expense, cause the Title Company to commit to insure over by endorsement, each Title Defect prior to Closing. All matters not objected to within the above described time period shall be permitted exceptions for purposes of the Title Commitments. The Purchaser and the Seller shall each be responsible for one-half of all costs and expenses related to the Title Commitment, the title policy or title policies and the Survey, unless the Seller's breach of this Agreement results in the failure of a condition precedent to Purchaser's obligation to close, or if a Title Defect is not, or cannot, be removed, in which case the Seller shall be responsible for all costs and expenses related to the Title Commitment, the title policy or title policies and the Survey.

(b) The Seller acknowledge and agree that, within 30 days of the date of this Agreement, the Purchaser may commission, at the Purchaser's sole cost and expense, a non-invasive Phase I environmental site assessment (as such term is described in the American Society of Testing and Materials Standard E1527-05) of the material Real Property (a "**Phase I Assessment**"). The Seller will use commercially reasonable efforts to comply with any reasonable request for information made by the Purchaser or its representatives in connection with any such investigation, but in no event will the Seller be required under this Section 6.10(b) to disclose any materials constituting attorney-client privileged communications. Upon reasonable request by the Purchaser, Seller will afford the Purchaser and its representatives access to such Real Property at reasonable times and in a reasonable manner in connection with any such investigation (subject, in the case of any Leased Real Property, to the consent rights of the applicable landlord); provided, however, that the Purchaser shall not unreasonably interfere with the Seller's use and operation of the Real Property. Should the Purchaser commission such an investigation, such investigation will have no effect upon the representations and warranties made by Seller to the Purchaser under this Agreement, except that if any Phase I Assessment documents an environmental condition that would reasonably be construed to be a breach of the Seller's representations or warranties herein and such breach is capable of being cured, the Purchaser shall promptly so notify the Seller and the applicable Seller will be deemed not to have breached such representation or warranty if such Seller cures or commences to cure such breach prior to the Closing. The Purchaser shall promptly reimburse Seller for reasonable expenses it incurs in complying with this Section 6.10(b). Any access to the Real Property shall be at the risk of the Purchaser and its Representatives, and in connection therewith, the Purchaser hereby agrees to indemnify and hold harmless the Seller Indemnified Parties with respect to any Losses resulting from or arising out of the Purchaser's access to the Real Property as authorized by this Section 6.10(b). The Purchaser must obtain the Seller's prior written consent to conduct any other environmental investigation, sampling, testing or assessment of any kind at any Real Property, which consent may be withheld or conditioned at the Seller's sole discretion.

6.11 Certain Tax Matters.

(a) Except as otherwise provided in Section 6.17, all sales, use, transfer, stamp, conveyance, value added or other similar Taxes, duties or excises imposed by any Governmental Authority, domestic or foreign, and all recording or filing fees, notarial fees and

other similar costs of Closing with respect to the transactions contemplated hereby will be borne by the Seller. The parties hereto shall cooperate in good faith in the preparation and filing of any Tax Returns related to any such Taxes.

(b) Following the Closing, each party hereto shall afford the other parties, upon reasonable advance notice, reasonable access that does not unreasonably interfere with the affording party's operation of its business, to the books and records relating to the Purchased Assets and Assumed Liabilities in the affording party's possession and the right to make copies and extracts therefrom, to the extent that such access or copies may be reasonably required by the requesting party in connection with the preparation of its Tax Returns. If, in order to properly prepare such Tax Returns, it is necessary that a requesting party be furnished with additional information, documents or records relating to the Purchased Assets or Assumed Liabilities not referred to in the foregoing sentence, then the affording party shall use commercially reasonable efforts to furnish or make available, on a timely basis, such information, documents or records (or copies thereof) at the requesting party's cost and expense. Notwithstanding anything to the contrary in this Agreement (including, for the avoidance of doubt, Section 6.4), each party will, at its own expense, control any audit or examination by any Governmental Authority, and have the exclusive right to initiate any Claim for refund or amended return, and contest, resolve and defend against any assessment, notice of deficiency or other adjustment or proposed adjustment of Taxes ("**Tax Proceedings**") for any taxable period for which that party is charged with payment responsibility under this Agreement. In the case of any Tax Proceedings relating to the Business and/or the Purchased Assets for a period that begins before the Closing Date and ends after the Closing Date, Purchaser will control such Tax Proceedings and will consult in good faith with the Seller as to the conduct of such Tax Proceedings; provided, that in no event will the Purchaser settle any such Tax Proceeding relating to any period that begins and ends on or before the Closing Date in a manner that would cause the Seller to have an obligation to indemnify the Purchaser for Taxes hereunder, without the prior written consent of the Seller, which consent may not be unreasonably withheld, conditioned or delayed.

(c) The Purchaser and the Seller agree to use the "alternative method" specified in Revenue Procedure 2004-53 with respect to income Tax withholding and reporting for Transferred Employees for any period including but not ending on the Closing Date.

(d) The Purchaser shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold under the Code or any provision of state, local or foreign Tax law. To the extent that amounts are so withheld and paid over to the appropriate taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

(e) Seller acknowledges that the transactions contemplated by this Agreement are of substantial public benefit to Seller and agrees, to the maximum extent permitted by law, that it shall, and shall cause all of its subdivisions, legal organs, authorities or bodies ("**Seller Divisions**"), to reduce the amount of any property taxes, fees, assessments or similar charges imposed or assessed by Seller or a Seller Division on or with respect to any real property

(including any interests therein) acquired by Purchaser pursuant to this Agreement to zero (\$0) for the year of transfer and the five full succeeding years.

6.12 Consent to Employment.

The Seller shall be solely responsible for compliance with the requirements of COBRA with respect to all "M&A qualified beneficiaries" (within the meaning of Treasury Regulation Section 54.4980B-9) with respect to the transactions contemplated by this Agreement. The Purchaser may offer employment to any Business Employee(s) it determines, in its sole discretion, prior to the Closing (which would be contingent on the Closing) or after the Closing, on terms and conditions of employment as determined by the Purchaser in its sole discretion.

6.13 Monthly Financial Statements.

From the date of this Agreement until the Closing Date, as soon as available, and in any event within twenty-one (21) days after the end of each calendar month, the Seller shall provide to the Purchaser a copy of an unaudited detailed statement of operations of the Business as of the end of such calendar month and for the portion of the fiscal year then ended, containing statements of income (the "*Monthly Financial Statements*") and the System Reports, in each case setting forth in comparative form the figures for the corresponding period of the preceding fiscal year and in a manner consistent with past practices.

6.14 Public Announcements.

Upon consummation of the transactions contemplated hereby, except as required by applicable Law which includes but is not limited to what are generally referred to as "Sunshine Laws" which require Seller to comply with openness regulations as a municipal corporation (and except to advisors and financing sources who have a need to know or who are otherwise subject to a confidentiality restriction), no press release or similar public announcement or communication shall be made or caused to be made relating to this Agreement unless specifically approved in advance, in writing, by the Purchaser and the Seller.

6.15 Risk of Loss.

The Seller shall bear all risk of loss of or damage (other than ordinary wear and tear) to any Purchased Asset at all times prior to the Closing Date. If any such loss or damage precludes or prevents resumption of normal operations of any material Purchased Asset or the replacement or restoration of the lost or damaged property within 20 days or, if earlier, prior to the Closing Date, the Seller will promptly notify the Purchaser in writing of that fact and the Seller will, at its option, either (i) repair, replace and restore the lost or damaged property to its former condition as soon as practicable at the applicable Seller's sole expense, including applying any insurance proceeds to restore such assets to their prior condition, or (ii) pay over and assign to Purchaser all insurance proceeds payable as a result of the occurrence of the event resulting in such loss or damage (to the extent not used to restore or replace the Purchased Assets prior to the Closing) and all deductibles related to such insured loss or damage and, to the extent that such insurance proceeds and deductibles are not sufficient to restore or replace such Purchase Asset, the Seller shall pay to Purchaser the difference between such amount and the fair market value of the Purchased Asset on the date of loss.

6.16 Nonassignability of Certain Assets.

To the extent that any Contract, Permit or other right included in the Purchased Assets is not capable of being assigned or transferred without the consent or waiver of the other party thereto, or any third person (including a Governmental Authority), or if such assignment or transfer or attempted assignment or transfer would constitute a breach thereof or a violation of any Law or is otherwise not practicable, neither this Agreement nor any Ancillary Agreement shall constitute an assignment, transfer or sublease thereof, or an attempted assignment, transfer or sublease thereof prior to the time that the appropriate consent or waiver is obtained. From and after the Closing, to the extent that any Contract, Permit or other right included in the Purchased Assets is not assigned hereunder (the "***Non-Assigned Assets***"), pending such consent or waiver, the Seller shall preserve and provide to the Purchaser the benefit (including the economic benefit thereof) of the Non-Assigned Assets.

6.17 Consents and Filings; Further Assurances.

(a) The Seller shall use its commercially reasonable efforts, at its own expense, and the Purchaser shall cooperate in good faith with the Seller, at the Seller's expense, to (i) obtain the Required Consents, (ii) give required notices to each applicable Person, (iii) take any actions reasonably required by any Person, in each case in connection with the matters contemplated by this Agreement and (iv) promptly make all necessary filings, and thereafter make any other required submissions, with respect to this Agreement required under applicable Law.

(b) Section 6.17(a) notwithstanding, the Purchaser shall prepare and file, or cause to be prepared and filed, promptly after the date hereof, at its own expense, all applications required to be filed with the FCC to effect the assignment of the FCC Licenses from the Seller to the Purchaser. Seller shall provide to the Purchaser all information deemed reasonably necessary by the Purchaser for the completion of any applications necessary for assignment of an FCC License; and agrees to cooperate reasonably, diligently and in good faith with the Purchaser in the preparation of such applications to permit the filing of such applications as promptly as practicable after request of the Purchaser. The Purchaser shall afford the Seller the reasonable opportunity to review, revise and approve (which approval shall not be unreasonably withheld) any complete draft application for assignment of an FCC License or for assignment of any other Permit, as contemplated under this Section 6.17(b). The Purchaser shall exercise commercially reasonable efforts to incorporate the Seller's revisions prior to the delivery thereof to the applicable Governmental Authority. The Seller will use its commercially reasonable efforts to cooperate with the Purchaser to obtain all Required Consents. Following the execution hereof until the Closing, the Seller shall timely send or cause to be sent all required renewal letters pursuant to Section 626(a) of the Cable Act to the proper Governmental Authority with respect to all Franchises of the System that are due to expire within 33 months after any date between the date of this Agreement and the Closing Date. Each Party shall be responsible for paying half of all filing fees, including filing fees for applications for assignment of FCC Licenses or other Permits. The Parties shall cooperate with each other in promptly taking any remedial or corrective actions in connection with obtaining any Required Consent.

(c) The Purchaser agrees that, if in connection with the process of obtaining any Required Consent, a Governmental Authority or other Person purports to require any condition or any change to a Permit or Contract to which such Required Consent relates that would be applicable to either the Purchaser or the Seller as a requirement for granting such Required Consent, which condition or change involves a monetary payment or monetary commitment to such Governmental Authority or other Person, such costs will be borne by Seller.

(d) Subject to the terms of Section 6.17(c), Seller shall not agree, without the Purchaser's prior written consent to any material change to the terms of any Permit or Contract as a condition to obtaining any Required Consent to the transfer or assignment of such Permit or Contract to the Purchaser. If in connection with obtaining any Required Consent, a Governmental Authority or other third party seeks to impose any condition or adverse change to any Permit or Contract to which such Required Consent relates that would be applicable to the Purchaser as a requirement for granting such Required Consent, the Seller will promptly notify the Purchaser of such fact and Seller shall not agree to such condition or adverse change unless the Purchaser shall, in its reasonably exercised discretion, consent to such condition or change in writing. The Seller is not required to consent to any change to any Permit or Contract that would impose any condition on Seller following the Closing.

(e) The Purchaser shall promptly, but in no event more than 10 days after receipt of such request, furnish to any Governmental Authority or other Person from which a Required Consent is requested such accurate and complete information regarding the Purchaser.

(f) Notwithstanding the provisions of this Section 6.17, Seller shall not have any further obligation to obtain Required Consents (i) with respect to any pole attachment agreement where the licensing party shall not, after the Seller's exercise of commercially reasonable efforts, consent to an assignment of such pole attachment agreement but requires that the Purchaser enter into a new pole attachment agreement with such licensing party on terms no less favorable than others in the industry are generally receiving, in which case the Purchaser shall use its commercially reasonable efforts to enter into such agreement prior to the Closing (assuming such agreement is contingent on and effective upon the Closing) or as soon as practicable thereafter and the Seller shall reasonably cooperate with and assist the Purchaser in obtaining such agreement; (ii) for any FCC License that the Seller reasonably expects can be obtained within 120 days after the Closing Date and so long as a temporary authorization is available to the Purchaser under FCC rules with respect thereto; and (iii) with respect to Leased Property, if the Seller obtains and makes operational prior to the Closing substitute Leased Property that is reasonably satisfactory to the Purchaser.

(g) Following the Closing, each of the parties shall execute and deliver such additional documents, instruments, conveyances and assurances and exercise commercially reasonable efforts to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement and the other Ancillary Agreements.

(h) For purposes of this Section 6.17, "commercially reasonable efforts" will not be deemed to require a party to waive any condition to Closing in its favor or to undertake extraordinary measures, including the initiation or prosecution of legal proceedings, the payment of amounts in excess of normal and usual filing fees and processing fees, if any, or agreeing to

any capital expenditure requirement (or other similar financial obligation) or requested modification to any Contract or Permit.

6.18 Refunds and Remittances.

After the Closing: (i) if Seller receives any refund or other amount that is a Purchased Asset or is otherwise properly due and owing to the Purchaser in accordance with the terms of this Agreement, then the Seller promptly shall remit, or shall cause to be remitted, without setoff, such amount to the Purchaser, and (ii) if the Purchaser or any of its Affiliates receive any refund or other amount that is an Excluded Asset or is otherwise properly due and owing to Seller in accordance with the terms of this Agreement, then the Purchaser promptly shall remit, or shall cause to be remitted, without setoff, such amount to the Seller.

6.19 Agreement Not to Compete.

(a) Seller covenants and agrees that, for a five (5) year period following the Closing Date, the Seller shall not directly or indirectly, and shall cause their respective Affiliates not to, (i) engage in any Competitive Activity (as defined below) within the Prohibited Territory (as defined below); and/or (ii) as an employee, agent, partner, equityholder, member, investor, lender, consultant or otherwise, assist others to engage in Competitive Activity within the Prohibited Territory.

(b) For purposes of this Section 6.19, "**Competitive Activity**" means engaging in any business conducted by the Seller on the Closing Date and/or engaging in any aspect of the Business or the System, including owning or operating cable television systems or the delivery of video, voice or data services provided over the internet or cable, satellite or telephone networks, whether fixed or wireless. Notwithstanding the preceding, beneficially owning the stock or options to acquire stock totaling less than 2% of the outstanding shares in any public company engaged in the Business shall not constitute by itself "**Competitive Activity**." "**Prohibited Territory**" means the City of Poplar Bluff and Butler County, Missouri. The Seller acknowledges and agrees that the definition of the Prohibited Territory is necessary and reasonable for this agreement not to compete.

6.20 Agreement Not to Interfere with the Business.

(a) Seller covenants and agrees that, for a five (5) year period following the Closing Date, the Seller shall not, and shall cause its respective Affiliates not to, (i) solicit, encourage, cause or attempt to cause any current or past customer of the Seller not to do business with or to reduce any part of its business with the Purchaser; and/or (ii) solicit, encourage, cause or attempt to cause any current or past supplier of goods or services to the Seller not to do business with or to reduce any part of its business with the Purchaser.

6.21 Non-Solicitation; Non-Hire.

Seller agrees that, for a five (5) year period following the Closing Date, the Seller, and their respective Affiliates, shall not, whether on behalf of any other Person or on the Seller's or Affiliate's own behalf: (a) hire or engage or attempt to hire or engage for employment or as an independent contractor any individual who is employed by the Purchaser or any of its Affiliates;

and/or (b) solicit or encourage any individual to terminate his or her employment or independent contractor relationship with the Purchaser or any of its Affiliates. Notwithstanding the foregoing, a general solicitation for resumes or employees published in a newspaper, on the internet or in any other public medium or in a similar manner will not be deemed to be a violation of this Section 6.21.

6.22 Confidentiality Agreement.

(a) Seller shall, and shall cause its respective Affiliates to, hold, and shall use its reasonable best efforts to cause its council members, officers, employees, agents and other representatives to (i) treat and hold as confidential and (ii) refrain from using any and all information, whether written or oral, concerning the Business and the System, except to the extent that such Seller can show that such information (a) is generally available to and known by the public through no fault of the Seller, any of its Affiliates or its respective officers, employees, agents and other representatives; or (b) is lawfully acquired by the Seller or any of their Affiliates or their respective officers, employees, agents and other representatives after the Closing Date from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If the Seller or any of its Affiliates, or any of its respective council members, officers, employees, agents and other representatives, are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify the Purchaser in writing and shall disclose only that portion of such information which Seller is advised by its counsel is legally required to be disclosed, *provided that* Seller shall use commercially reasonable efforts to cooperate with the Purchaser, at the sole cost of the Purchaser, to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

6.23 Reasonableness of Restrictions.

(a) The Seller has carefully read and considered Sections 6.19 through 6.22 and, having done so, agree that the restrictions set forth therein are fair and reasonable given the terms and conditions of this Agreement, the nature of the Business, the System, the area in which the Business markets its products and services and the consideration that the Seller is receiving pursuant to this Agreement. In addition, Seller specifically agrees that the length of the covenant not to compete and other restrictions set forth in Sections 6.19 through 6.22 are reasonable and that the definitions of "Competitive Activity", "Prohibited Territory", "Business" and "System" are fair and reasonable. Seller further agrees that the restrictions set forth in Sections 6.19 through 6.22 are reasonably required for the protection of the legitimate business interests of the Purchaser, the Business and the System. Thus, Seller agrees not to contest the validity or enforceability of Sections 6.19 through 6.22 before any court, arbitration panel or other Governmental Authority.

6.24 Certain Consequences of Breach.

Seller acknowledges and agrees that the Seller's breach of any of the covenants in Sections 6.19 through 6.22 shall result in irreparable damage and continuing injury to the Purchaser, the Business and the System. Therefore, in the event of any breach or threatened breach of such covenants, Seller agrees that the Purchaser shall be entitled to an injunction from

any court of competent jurisdiction enjoining them from committing any violation or threatened violation of those covenants, and Seller hereby consents to the issuance of such injunction. Seller further agrees that the Purchaser shall not be required to post any bond to obtain any such injunction. All remedies available to the Purchaser by reason of a breach of the provisions of this Agreement are cumulative, none is exclusive, and all remedies may be exercised concurrently or consecutively at the option of the Purchaser.

6.25 Vehicles.

Notwithstanding Article II, for all of the vehicles included in the Purchased Assets (the "Service Vehicles"), the Seller shall not transfer the Service Vehicles to Purchaser on the Closing Date. Instead, pursuant to the Transition Services Agreement, the Seller shall make such Service Vehicles available to Purchaser, and unless Purchaser elects otherwise, on the date 90 days after the Closing Date (or earlier if elected by Purchaser), Seller shall assign and transfer the Service Vehicles to Purchaser at no cost and make the representations and warranties set forth in Article III regarding the Service Vehicles as Purchased Assets on such date. Prior to such assignment and transfer, Seller shall treat the Service Vehicles as though they were Purchased Assets prior to the Closing under Section 6.2 and 6.3.

ARTICLE VII INDEMNIFICATION

7.1 Survival or Representations, Warranties and Covenants; Other Indemnification Matters.

(a) Except as to (i) (A) the representations and warranties of the Seller set forth in Sections 3.1 (Organization and Qualification); 3.2 (Authority; Enforceability), 3.11(a) (Assets), and 3.24 (No Brokers or Finders) and (B) the representations and warranties of the Purchaser set forth in Sections 4.1 (Organization), 4.2 (Authority; Enforceability), and 4.4 (No Brokers or Finders) all of which shall survive the Closing and remain in effect indefinitely; (ii) the Compliance Representations, which shall remain in effect until thirty (30) days after the expiration of the applicable statute of limitations (the representations and warranties described in the foregoing clauses (i) and (ii) being, the "**Fundamental Representations**"); and (iii) fraud or willful misrepresentation by Seller or the Purchaser, which shall survive the closing indefinitely, the representations and warranties of the Seller and the Purchaser contained in this Agreement, any Ancillary Agreement or any other certificate or other document delivered in connection herewith or therewith shall survive the Closing until the date that is 24 months after the Closing Date. Notwithstanding any implication to the contrary contained in this Agreement, so long as the Purchaser delivers written notice of a claim to the Seller no later than the applicable survival date, the Seller shall be required to indemnify the Purchaser Indemnified Parties for all Losses (subject to the Deductible and the Cap Amount) which the Purchaser Indemnified Parties may incur in respect of the matters which are the subject of such claim, regardless of when incurred.

(b) Unless a specified period is set forth in this Agreement (in which event such specified period will control), the covenants in this Agreement will survive the Closing and remain in effect until sixty (60) days past any statute of limitations applicable to such Claim (as it may be extended).

(c) Each of the representations and warranties that contains any "Material Adverse Effect," "in all material respects," or other materiality (or correlative meaning) qualifications shall be deemed to have been given as though there were no "Material Adverse Effect," "in all material respects," or other materiality (or correlative meaning) qualifications for purposes of determining both (i) the amount of Indemnifiable Losses under this Article VII and (ii) the accuracy of any representation or warranty; provided, however, that uses of such qualifications shall be fully effective as set forth in Section 3.7(a), the first sentence of Section 3.9 and Section 3.13.

(d) For purposes of this Agreement, (i) "**Indemnity Payment**" means any amount of Indemnifiable Losses required to be paid pursuant to this Agreement, (ii) "**Indemnatee**" means any Person entitled to indemnification under this Agreement, (iii) "**Indemnifying Party**" means any Person required to provide indemnification under this Agreement, (iv) "**Indemnifiable Losses**" means any and all damages, diminutions in value, losses, Liabilities, costs and expenses, and any and all Claims (by any Person, including any Governmental Authority), including the costs and expenses of any and all Claims, judgments, settlements and compromises relating thereto and including reasonable attorneys' fees and expenses in connection therewith, and (v) "**Third Party Claim**" means any Claim made or brought by any Person who or which is not a party to this Agreement or an Affiliate of a party to this Agreement.

(e) Notwithstanding anything to the contrary in this Article VII, no party will be liable or otherwise responsible to the other party for, and the term "**Indemnifiable Losses**" will exclude, punitive damages, except for punitive damages that arise from or relate to a Third Party Claim.

(f) After the Closing, for all purposes of this Agreement, Losses shall be reduced by any insurance or other recoveries actually received by the Indemnatee or its Affiliates in connection with the facts giving rise to the right of indemnification (reduced by any costs of recovery reasonably incurred, retroactive premium increase and further reduced by the net present value of any other premium increase resulting therefrom, in each instance solely to the extent attributable to the event(s) giving rise to such Losses) by such Indemnatee solely to the extent such costs are not already incorporated in such Indemnatee's Losses. After the Closing, the Purchase shall use commercially reasonable efforts consistent with the ordinary course of business to seek full recovery under all insurance policies covering any Loss to the same extent as it would if such Loss were not subject to indemnification hereunder.

7.2 Limitations on Indemnification.

(a) The parties will, to the extent permitted by Law, treat any indemnification payment under this Article VII as an adjustment to the Purchase Price on all Tax Returns.

(b) Subject to Section 7.2(d), neither the Seller nor the Purchaser shall have Liability under or in connection with this Agreement for Indemnifiable Losses pursuant to Section 7.3(a)(i) or Section 7.3(b)(i) in excess of an aggregate amount equal to \$1,750,000 (the "**Cap Amount**").

(c) No Indemnitee will be entitled to recover Indemnifiable Losses from an Indemnifying Party in respect of any breach of a representation or warranty under Section 7.3(a)(i) or Section 7.3(b)(i) unless and until the aggregate amount of Indemnifiable Losses in respect of breaches of representations and warranties asserted for Indemnifiable Losses under Section 7.3(a)(i) or Section 7.3(b)(i), as applicable, exceeds \$100,000 (the "**Deductible**"), in which event the Indemnitee will be entitled to recover Indemnifiable Losses in respect of breaches of representations and warranties asserted for Indemnifiable Losses under Section 7.3(a)(i) or Section 7.3(b)(i), as applicable, from an Indemnifying Party for all Indemnifiable Losses under Section 7.3(a)(i) or Section 7.3(b)(i), as applicable, in excess of the Deductible.

(d) Anything to the contrary herein notwithstanding, the limitations set forth in Section 7.2(b) and Section 7.2(c) shall not apply to Indemnifiable Losses related to indemnification Claims under Section 7.3(a)(i), Section 7.3(a)(ii) or Section 7.3(b)(i) arising out of, relating to or incurred as a result of fraud, intentional misrepresentation or willful misconduct.

7.3 Indemnification.

(a) Subject to Sections 7.1 and 7.2, from and after the Closing the Seller agrees to indemnify, defend and hold harmless the Purchaser and its Affiliates and their respective directors, managers, officers, members, stockholders, employees, agents and representatives (each a "**Purchaser Indemnified Party**") from and against any and all Indemnifiable Losses relating to, resulting from or arising out of:

(i) any breach of any representation or warranty, other than the Fundamental Representations, of Seller in Article III of this Agreement, under any Ancillary Agreement or under any certificate or other document delivered pursuant hereto;

(ii) any breach of any Fundamental Representation of Seller in Article III of this Agreement or under any certificate or other document delivered pursuant hereto;

(iii) any breach or nonfulfillment of any agreement or covenant of Seller under the terms of this Agreement or any Ancillary Agreement;

(iv) any of the Excluded Liabilities or Excluded Assets; and

(v) any matter described on Schedule 8.3(a) hereto.

(b) Subject to Sections 7.1 and 7.2, from and after the Closing the Purchaser agrees to indemnify, defend and hold harmless the Seller, and its officers, employees, agents or representatives from and against any and all Indemnifiable Losses relating to, resulting from or arising out of:

(i) any breach of representation or warranty of the Purchaser under Article IV this Agreement, under any Ancillary Agreement or under any certificate or other document delivered pursuant hereto;

(ii) any breach or nonfulfillment of any agreement or covenant of the Purchaser under the terms of this Agreement or any Ancillary Agreement; and

(iii) the failure to pay, perform, discharge or satisfy the Assumed Liabilities.

(c) Following a final determination of any applicable amount that the Seller shall be obligated to indemnify pursuant to Section 7.3(a), the Seller and the Purchaser shall promptly execute joint written instructions to the Escrow Agent directing the Escrow Agent to make payment to the applicable Indemnatee such amount in satisfaction of such obligations until the Escrow Amount has been depleted or released. Thereafter, to the extent such obligation to indemnify shall exceed the Escrow Amount, the Seller shall promptly pay to the applicable Indemnatee any remainder of such amount not satisfied by distributions from the Escrow Amount.

7.4 Defense of Claims.

(a) If any Indemnatee receives notice of assertion or commencement of any Third Party Claim against such Indemnatee with respect to which an Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnatee will give such Indemnifying Party reasonably prompt written notice thereof. Such notice will describe the Third Party Claim and will indicate the estimated amount, if reasonably practicable, of the Indemnifiable Loss that has been or may be sustained by the Indemnatee. The Indemnifying Party, by giving written notice to the Indemnatee, will have the right to assume the defense of any Third Party Claim at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel; provided that, as a condition precedent to the Indemnifying Party's right to assume control of such defense, it must first agree in writing to be fully responsible for all Losses relating to such claims and to provide full indemnification to the Indemnatee for all Losses relating to such claim (after application of the limitations set forth in Section 7.2); and provided further that the Indemnifying Party shall not have the right to assume control of such defense and shall pay the fees and expenses of counsel retained by the Indemnatee, if the claim which the Indemnifying Party seeks to assume control (A) involves a claim which the Indemnatee reasonably believes would be detrimental to or injure the Indemnatee's reputation, customer or supplier relations or future business prospects, (B) seeks non-monetary relief (except where non-monetary relief is merely incidental to a primary claim or claims for monetary damages), (C) involves criminal allegations, (D) involves a claim which, upon petition by the Indemnatee, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend, (E) involves a matter for which, taking into account the limitations set forth in Section 7.2, the Indemnatee will be responsible for more than half the amount of such claim (assuming the Third Party is successful) or (F) involves a matter listed in the Schedules hereto (collectively, the "**Defense Conditions**"). The Indemnifying Party shall from time to time apprise the Indemnatee of the status of the Third Party Claim and shall furnish the Indemnatee

with such documents and information filed or delivered in connection with such Claim, Liability or expense as the Indemnatee may reasonably request.

(b) If, within ten (10) calendar days after giving notice of a Third Party Claim to an Indemnifying Party pursuant to Section 7.4(a), an Indemnatee receives written notice from the Indemnifying Party that the Indemnifying Party has elected to assume the defense of such Third Party Claim as provided in the second to last sentence of Section 7.4(a) and the Defense Conditions are satisfied, then the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnatee in connection with the defense thereof; provided, however, that if the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third Party Claim within ten (10) calendar days after receiving written notice from the Indemnatee that the Indemnatee believes the Indemnifying Party has failed to take such steps, if the Indemnifying Party has not undertaken fully to indemnify the Indemnatee in respect of all Indemnifiable Losses relating to the matter or if clause (ii) of the Defense Conditions ceases to be satisfied for any reason, then the Indemnatee may assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses paid or incurred in connection therewith, and the Indemnatee shall have the right to compromise or settle such Third Party Claim with the consent of the Indemnifying Party (which consent shall not be unreasonably withheld). Notwithstanding anything herein stated, the Indemnatee shall at all times have the right to fully participate in such defense at its own expense directly or through counsel reasonably acceptable to Indemnifying Party; provided, however, that the fees and expenses of such separate counsel shall be borne by the Indemnifying Party if (i) the Indemnifying Party has failed to assume the defense within the period provided herein, (ii) there exists a legal conflict between the interests of the Indemnifying Party and the Indemnatee, (iii) a defense exists for the Indemnatee that is not available to the Indemnifying Party, or (iv) the employment of such counsel at the expense of the Indemnifying Party has been specifically authorized by the Indemnifying Party in writing.

(c) A failure to give timely notice or to include any specified information in any notice as provided in Sections 7.4(a) or 7.4(b) will not affect the rights or obligations of any party hereunder except, and only to the extent that, as a result of such failure, any party that was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially damaged as a result of such failure.

(d) The Indemnifying Party will have a period of fifteen (15) calendar days within which to respond in writing to any written notice of a Claim by an Indemnatee on account of an Indemnifiable Loss that does not result from a Third Party Claim (a "**Direct Claim**"). Notice of a Direct Claim will describe the Claim and will indicate the estimated amount, if reasonably practicable, of the Indemnifiable Loss that has been or may be sustained by the Indemnatee. If the Indemnifying Party does not so respond within such fifteen (15) calendar day period, then the Indemnifying Party will be deemed to have accepted such Claim, in which event the Indemnatee will be free to pursue such remedies as may be available to the Indemnatee on the terms and subject to the provisions of this Article VII.

7.5 Exclusive Remedy.

(a) From and after the Closing Date, except as otherwise expressly provided in this Agreement, as between the Seller and the Purchaser, the parties agree that except for Claims for criminal conduct, fraud or willful misconduct and subject to the rights of the parties to seek specific performance of covenants or an injunction to prevent a violation thereof (including as contemplated by Sections 6.24 and 9.13), the rights and remedies of the parties under this Article VII shall be the sole and exclusive rights and remedies of the parties, as between the Seller and the Purchaser, with respect to any matters arising out of or relating to this Agreement resulting from or relating to any misrepresentation, breach of warranty or failure to perform any covenant or agreement contained in this Agreement.

ARTICLE VIII TERMINATION

8.1 Termination

Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of the Seller and the Purchaser hereto;
- (b) by either the Seller or the Purchaser if there shall have been entered a final, non-appealable Order of any Governmental Authority restraining, enjoining, delaying or otherwise prohibiting the consummation of the transactions contemplated hereby or any material part thereof; provided, however, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to a party if such Order was primarily due to the failure of such party to perform any of its obligations under this Agreement;
- (c) by the Purchaser if, prior to the Closing Date, Seller is in material breach of any of its respective representations, warranties, covenants or agreements herein and such breach shall not be cured within thirty (30) days of the date of notice of breach served by the Purchaser;
- (d) by the Seller, if prior to the Closing Date, the Purchaser is in material breach of any of its respective representations, warranties, covenants or agreements herein and such breach shall not be cured within thirty (30) days of the date of notice of breach served by the Seller;
- (e) by either the Purchaser or the Seller, if the Closing shall not have occurred on or before June 30, 2014 (the "***Designated Date***"); provided, that the right to terminate this Agreement under this Section 8.1(e) shall not be available until 30 days following the Designated Date to any party whose failure to fulfill any material obligation under this Agreement has been the primary cause of or resulted in the failure of the Closing to occur on or prior to the Designated Date; or
- (f) by the Purchaser at any time prior to the Closing in the event that the Seller provides a notice or update to the Disclosure Schedules pursuant to Section 6.4(b) that contains information that (i) would have the effect of causing the conditions in Section 5.1(a) or (b) not to be satisfied, and such condition is not curable or, if curable, is not cured within thirty

(30) days of the date of notice of such condition is given by the Purchaser to the Seller, or (ii) shall have occurred or shall exist any events or circumstances which have had, or which would reasonably be expected to have, a Material Adverse Effect.

8.2 Procedure upon Termination.

In the event of a termination by the Purchaser or the Seller, or both, pursuant to Section 8.1, written notice thereof shall be given to the other party or parties.

8.3 Effect of Termination.

If this Agreement is validly terminated pursuant to this Article VIII then this Agreement will forthwith become null and void, except that the provisions of Article IX and this Section 8.3 (and any associated definitions) will continue to apply following any such termination. Notwithstanding the foregoing, subject to any limitations on liability provided for in this Agreement, in no event shall termination of this Agreement relieve any party of any liability for breaches of this Agreement prior to the date of termination or limit the rights of the terminating party to pursue all legal remedies.

ARTICLE IX GENERAL PROVISIONS

9.1 Expenses.

Except as otherwise expressly provided herein or therein, all costs and expenses incurred in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.

9.2 Amendment.

This Agreement may be amended or modified in whole or in part at any time by an agreement in writing between the Seller and the Purchaser.

9.3 Choice of Law; Venue.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Missouri, without regard to any choice of laws principles. Any dispute arising from or relating to the Agreement shall be resolved exclusively by any state or federal court of competent jurisdiction located in St. Louis, Missouri (the "***Chosen Court***"). The parties hereby irrevocably consent to venue and personal jurisdiction in any such court. The parties agree that no action arising from or relating to this Agreement shall be filed in or transferred to any court that is not the Chosen Court and each party (i) irrevocably submits to the exclusive jurisdiction of the Chosen Court, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Court, (iii) waives any objection that the Chosen Court is an inconvenient forum or do not have jurisdiction over any party, and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 9.5.

9.4 Waiver.

Any term or provision of this Agreement may be waived in writing at any time by the Seller or the Purchaser as such waiver relates to a benefit under this Agreement. Any waiver effected pursuant to this Section 9.4 shall be binding. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of a preceding or subsequent breach of the same or any other covenant or agreement.

9.5 Notices.

All notices, requests and other communications hereunder will be deemed to have been duly given only if delivered personally or by an established express delivery company such as UPS or Federal Express or mailed (U.S. certified mail postage prepaid) to the parties at the following addresses or facsimile numbers:

If to the Purchaser:

c/o Telecommunications Management, LLC
8500 W. 110th Street, Suite 600
Overland Park, Kansas 66216
Attention: Phillip Spencer
Fax: (913) 563-5454

and with a copy to (which shall not constitute notice):

GTCR Management LLC
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Philip Canfield
Mark Anderson
Stephen Jeschke
Fax: (312) 382-2201

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Stephen L. Ritchie, P.C.
Mark A. Fennell, P.C.
Fax: (312) 862-2200

If to the Seller:

City of Poplar Bluff
101 Oak Street
Poplar Bluff, Missouri 63901
Attn: Doug Bagby, City Manager

and with a copy to (which shall not constitute notice):

Duncan & Pierce
1900 Northwood Drive
Poplar Bluff, Missouri 63901
Attn: Wallace J. Duncan, City Attorney
Fax: (573) 758-6510

All such notices, requests and other communications will (i) if delivered personally or by express delivery to the address as provided in this Section 9.5, be deemed given upon delivery and (ii) if delivered by mail in the manner described above to the address as provided in this Section 9.5, be deemed given upon actual receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section 9.5). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

9.6 Counterparts.

This Agreement may be executed and delivered by facsimile or email transmission of a portable document format (.pdf) copy and any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9.7 Entire Agreement.

The terms of this Agreement (including the Exhibits and Schedules hereto) and other documents and instruments referenced herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof and thereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement.

9.8 No Third-Party Rights.

Except for Persons entitled to indemnification under Article VII, the parties do not intend to confer any benefit hereunder to any employee or Transferred Employee (whether pursuant to Section 6.12 or otherwise) or any other Person other than the parties signatory hereto.

9.9 Titles and Headings.

Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

9.10 Assignment.

This Agreement and the rights, duties and obligations hereunder may not be assigned by any of the parties without the prior written consent of the other parties, and any attempted

assignment without consent shall be void. Notwithstanding the foregoing, upon notice to the Seller, the Purchaser may assign any or all of its rights and obligations under this Agreement (i) to any Affiliate of the Purchaser, (ii) any buyer of all or substantially all of the business and assets of the Purchaser (whether by merger, asset purchase, equity purchase or otherwise) or (iii) any lender to or other financing source for the Purchaser as security for indebtedness to any such Person.

9.11 Successors and Assigns.

Subject to Section 9.12, this Agreement and the provisions hereof shall be binding upon each of the parties, their permitted successors and assigns.

9.12 Invalid Provisions.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, then (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

9.13 Specific Performance and Other Remedies.

Each party agrees that irreparable damage would occur to the other party in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the non-breaching party shall be entitled, without posting a bond or similar indemnity, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of competent jurisdiction, this being in addition to any other remedy to which it is entitled at law or in equity. Each party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when available pursuant to the terms of this Agreement on the basis that the non-breaching party has an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. In the event of any conflict between the provisions of this Section 9.13 and Sections 6.24, the provisions of Sections 6.24 shall prevail.

9.14 Certain Interpretive Matters and Definitions.

(a) Unless the context otherwise requires, (i) all references to Sections, Articles or Schedules are to Sections, Articles or Schedules of or to this Agreement, (ii) each term defined in this Agreement has the meaning assigned to it, (iii) "or" is disjunctive but not necessarily exclusive, (iv) words in the singular include the plural and vice versa, (v) words of any gender include each other gender; the terms "*hereof*," "*herein*," "*hereby*" and derivative or similar words refer to this entire Agreement, (vi) all references to "\$" or dollar amounts will be

to lawful currency of the United States of America (vii) "including" is used to introduce illustrations, not restrictions, and (viii) the phrases "made available to the Purchaser," "delivered to the Purchaser" or "furnished to the Purchaser" or similar phrases as used in this Agreement will mean that copies of the subject documents were (i) either actually delivered to the Purchaser or its representatives, or (ii) posted to the data room at **Login URL:** <https://projectblackriver.securevdr.com/> prior to, and remain accessible to the Purchaser and its applicable representatives on, the date that is two days prior to the date of this Agreement.

(b) As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"2014 CapEx Budget" means Capital Expenditures budgeted by the Seller for the System in the Seller's 2014 capital budget, a copy of which is attached hereto as Schedule 3.9(g).

"Accounts Receivable" means all accounts or notes receivable held by the Seller, and any security, claim, remedy or other right related thereto.

"Acquisition Proposal" has the meaning set forth in Section 6.7.

"Active Customer" means a unique individual or business subscriber who is currently receiving and paying for the applicable service from the System, but excluding (i) any subscriber who is more than 60 days past due in the payment of any amount in excess of \$10 payable to the System, (ii) any subscriber who has not paid at least one full month's payment for such applicable service (after application of promotions or discounts set forth on Schedule 7.2(h) or that have substantially the same economic impact as the promotions and discounts set forth on Schedule 7.2(h) or as otherwise approved in writing by the Purchaser) and (iii) any subscriber, with respect to a service, which service is pending disconnection for any reason; provided, that the number of customers who would be excluded from the calculation of Active Customers solely on account of having a disconnect from the applicable service pending shall be reduced by the number of pending connections to such applicable service the subscribers of which will pay, following such pending connection, one full month's payment for such applicable service (after application of promotions or discounts set forth on Schedule 7.2(h) or that have substantially the same economic impact as the promotions and discounts set forth on Schedule 7.2(h) or as otherwise approved in writing by the Purchaser).

"Affiliate" of a Person shall mean any Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. When used in connection with any Person who is an individual, "Affiliate" shall include any member of such Person's family, whether by birth or marriage, within two generations.

"Agreement" has the meaning set forth in the preamble hereto.

"Allocation Schedule" has the meaning set forth in Section Error! Reference source not found.

"Ancillary Agreements" shall mean, collectively, the Bills of Sale, the Assumption Agreement, the Assignments of Leases, the Escrow Agreement, the Deeds, the Transition

Services Agreement and the other agreements, instruments and documents required to be delivered at the Closing.

"Assignments of Leases" has the meaning set forth in Section 5.1(m).

"Assumed Liabilities" has the meaning set forth in Section 1.3.

"Assumption Agreement" has the meaning set forth in Section 5.1(k).

"Basic Services" means the lowest tier of cable television programming sold to Subscribers of the System as a package (i.e. the tier to which all Subscribers are required to subscribe), including broadcast and satellite service programming for which a Subscriber pays a fixed monthly fee, but not including Pay TV, Expanded Basic Services, premium services, any new product tier, or High Speed Internet Services.

"Basic Subscribers" means, as of any date and for each System, without duplication, all Active Customers of Basic Services of such System who are individually billed for Basic Services.

"Bills of Sale" has the meaning set forth in Section 5.1(j).

"Books and Records" has the meaning set forth in Section 1.1(d).

"Business" has the meaning set forth in the recitals hereto.

"Business Day" means any day other than Saturday and Sunday and each other day on which banks located in Chicago, Illinois are not required or authorized by Law to remain closed.

"Business Intellectual Property" has the meaning set forth in Section 3.19(b).

"Business Employee" has the meaning set forth in Section 3.21(a).

"Cable Act" means Title VI of the Communications Act, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the provisions of the Telecommunications Act of 1996 amending Title VI of the Communications Act, in each case as amended and in effect from time to time.

"Cable Subscribers" means, without duplication, all Basic Subscribers and EBUs other than HSI EBUs.

"Cap Amount" has the meaning set forth in Section 7.1(a).

"Capital Expenditures" means any capital expenditures of the Seller, including for fiber interconnects, System upgrade projects currently in process or planned by the Seller, customer premise equipment and Equipment but excluding any expenditures for repair or replacement of property or Equipment damaged or destroyed by casualty, theft or loss.

"Chosen Court" has the meaning set forth in Section 9.3.

"Claim" and **"Claims"** shall mean all demands, claims, suits, arbitrations, investigations, actions or causes of action, assessments, complaints, directives, citations, information requests issued by any Government Authority, proceedings, orders, notices of potential responsibility, losses, damages, liabilities, sanctions, costs and expenses, including interest, penalties and attorneys' and experts' fees and disbursements.

"Closing" has the meaning set forth in Section 2.1.

"Closing Date" has the meaning set forth in Section 2.1.

"Closing Payment" has the meaning set forth in Section 1.5.

"COBRA" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any applicable similar state Laws.

"Code" has the meaning set forth in Section Error! Reference source not found.

"Commitment Letter" has the meaning set forth in Section 4.6.

"Communications Act" means the Communications Act of 1934, as amended, 47 U.S.C. 151 et seq., including amendments by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, and as may be further amended, and the rules and regulations and published decisions and policies of the FCC thereunder, as in effect from time to time.

"Competitive Activity" has the meaning set forth in Section 6.19(b).

"Compliance Representations" means the representations and warranties in Section 3.12 (Taxes), 3.15 (Employee Benefits), and 3.16 (Environmental Compliance).

"Contract(s)" shall mean all contracts, agreements, indentures, licenses, Permits, leases, commitments, instruments, arrangements, sales orders and purchase orders of every kind, whether written or oral, including any amendments or modifications thereto, including any personal property leases, real property leases, vehicle leases, subscription agreements and multiple dwelling, bulk billing or commercial services agreements relating to the System, maintenance agreements, programming agreements, retransmission consent agreements, pole attachment agreements, conduit agreements, crossing agreements and advertising sales contracts.

"Current Assets" shall mean the following current assets with respect to the Business: (A) Accounts Receivable, (B) all prepaid expenses and credits (including prepaid real and personal property Taxes), copyright fees, FCC regulatory fees, and Franchise or License fees or charges of the Business, (C) all deposits relating to the Business and operations of the System that are held by third parties as of the Closing for the account of the Seller and that relate to the System or as security for Seller's performance of its obligations, including deposits on leases and deposits for utilities, and (D) any other current asset that is primarily used in, allocated to, or generated from the operation of, the Business or any or all of the System, in each case, as determined in accordance with GAAP or otherwise.

“Current Liabilities” shall mean the following current liabilities with respect to the Business: (A) all advance payments to, or funds of third parties on deposit with, the Seller as of the Closing and relating to the Business, including advance payments and deposits (including any accrued interest on such deposits) by Subscribers served by the Business for converters, encoders, decoders, cable television service and related sales, (B) pole rent and property taxes related to the Business, if applicable, (C) all accrued and unused vacation leave, sick leave and and paid time off for Business Employees, (D) any liabilities of the Seller arising under the Transferred Contracts or the Permits for time periods prior to Closing, including all deferred revenue related to the Business prior to the Closing Date for services to be rendered by the Purchaser or the System to third parties after the Closing Date (including payments for advertising), and (E) all other current liabilities related to the Business, in each case, as determined in accordance with GAAP or otherwise.

“Deductible” has the meaning set forth in Section 7.2(c).

“Deeds” has the meaning set forth in Section 5.1(l).

“Defense Conditions” has the meaning set forth in Section 7.4(a).

“Designated Date” has the meaning set forth in Section 8.1(e).

“Digital Services” means an optional tier of digital video services offered by the System to its customers.

“Direct Claim” has the meaning set forth in Section 7.4(d).

“Disclosure Schedules” means all of the schedules referenced in this Agreement as “Disclosure Schedules,” including all schedules contemplated in Article III.

“Easement Property” has the meaning set forth in Section 6.10.

“Easements” has the meaning set forth in Section 3.10(d).

“EBUs” (or Equivalent Basic Units) means, as of any date and for the System, without duplication, the sum of (a) the number derived by dividing (i) the total monthly billings for sales of Basic Services by the System during the most recent month ended prior to the date of calculation to commercial bulk billed Active Customers of the System that do not take Expanded Basic Services and other such Active Customer accounts not billed by individual units, whether on a discounted or undiscounted basis (but excluding billings in excess of a single month’s charges for any account), by (ii) the standard monthly rate (without discount of any kind) charged by the System to single family households for Basic Services sold by the System then in effect; plus (b) the number derived by dividing (i) the total monthly billings for sales of Basic Services plus Expanded Basic Services by the System during the most recent month ended prior to the date of calculation to commercial bulk billed Active Customers that take Expanded Basic Services and other such Active Customer accounts not billed by individual units, whether on a discounted or undiscounted basis (but excluding billings in excess of a single month’s charges for any account), by (ii) the standard monthly rate (without discount of any kind) charged by the System to single family households for Basic Services plus Expanded Basic Services sold by the

System then in effect; plus (c) the number derived by dividing (i) the total monthly billings for sales of High Speed Internet Services by the System during the most recent month ended prior to the date of calculation to commercial bulk billed Active Customers of the System and other such Active Customer accounts not billed by individual units, whether on a discounted or undiscounted basis (but excluding billings in excess of a single month's charges for any account), by (ii) the HSI Standard Monthly Rate (such number as calculated in this clause (c), the "**HSI EBU**s"). For purposes of the foregoing, excluded are that portion of the billings to each bulk billed account representing an installation or other non-recurring charge, a charge for equipment or for any additional outlet, a charge for any tiered service (whether or not included within Pay TV), Digital Services, or a pass-through charge for sales Taxes, line-itemized franchise fees and similar charges.

"Employee Benefit Plan" means any "employee benefit plan" (as defined in Section 3(3) of ERISA), stock option, equity or equity-based, incentive, stock purchase, change in control, retention, deferred compensation, bonus, vacation, paid time off, group insurance, fringe benefit, employment, separation, severance, and each other benefit or compensation plan, program, policy, contract, agreement or arrangement maintained, sponsored, contributed to (or required to be contributed to) by Seller, or with respect to which Seller has any Liability.

"Encumbrance" shall mean any security interest, lien, mortgage, charge, pledge, equitable interest, escrow, right of first refusal, sublease, option, license or encumbrance of any nature and in the case of securities any put, call or similar right of a third party with respect to such asset.

"Environmental Laws" shall mean any Laws, Permits, Orders or Contracts relating to public health and safety, worker health and safety, or pollution or protection of the environment (including the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Solid Waste Disposal Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Mine Safety and Health Act, counterpart Laws adopted by any State or local government, and any amendments thereto).

"Equipment" means electronic devices, trunk and distribution coaxial and optical fiber cable, amplifiers, drops, power supplies, conduit, vaults and pedestals, grounding and pole hardware, Subscriber devices (including converters, encoders, transformers behind television sets and fittings), Headend hardware (including origination, earth stations, transmission and distribution systems), test equipment, towers, tower equipment and microwave equipment.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"Escrow Agent" shall mean Wilmington Trust, National Association.

"Escrow Agreement" shall mean the escrow agreement substantially in the form attached hereto as Exhibit A.

"Escrow Amount" has the meaning set forth in Section 1.6.

“Escrow Funds” has the meaning set forth in Section 1.6.

“Excluded Assets” has the meaning set forth in Section 1.2.

“Excluded Liabilities” has the meaning set forth in Section 1.4.

“Expanded Basic Service” means an optional tier of video services offered by the System to its customers other than Basic Services, but not including a la carte tiers, premium services, Pay TV, and High Speed Internet Services.

“FCC” means the Federal Communications Commission.

“Fee Property” has the meaning set forth in Section 6.10.

“Final Order” means an action or decision of a Governmental Authority as to which (a) no request for a stay or similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and any deadline for filing such request that may be designated by statute or regulation has passed, (b) no petition for rehearing or reconsideration or application for review is pending and the time for the filing of any such petition or application has passed, (c) the Governmental Authority does not have the action or decision under reconsideration on its own motion and the time within which it may effect such reconsideration has passed, and (d) no appeal is pending including other administrative or judicial review, or in effect and any deadline for filing any such appeal that may be designated by statute or rule has passed.

“Financial Statements” has the meaning set forth in Section 3.7(a).

“Franchise” means each franchise (as such term is defined in the Communications Act), and any renewal thereof, including the franchise agreements, operating permits and similar governing agreements, instruments, approvals, authorizations, acknowledgements and similar rights, granted by a Governmental Authority authorizing the construction, installation, upgrade, maintenance and operation of any part of the System.

“Fundamental Representations” has the meaning set forth in Section 7.1(a).

“GAAP” shall mean United States generally accepted accounting principles, consistently applied.

“Governmental Authority” shall mean any agency, public or regulatory authority, instrumentality, department, commission, court, ministry, tribunal or board of any government, whether foreign or domestic and whether national, federal, provincial, state, regional, local or municipal.

“Hazardous Substances” shall mean any substance, waste, or material which is regulated by or may give rise to standards of conduct or liability pursuant to Environmental Laws, including petroleum.

“Headend” means the facility that originates, transmits and facilitates two way cable communications and internet-enabled services to Subscribers, including any computer systems, networks, Equipment, antennae, cables, wireless communications, satellite communications, etc.

“High Speed Internet Services” means Internet access and backbone connectivity services offered by the System to their customers through a cable modem and cable modem termination system, including residential and commercial high speed internet, fiber and WAN services.

“Home Passed” shall mean each home or dwelling unit, including each single-family home, individual dwelling unit within a multi-family complex or commercial establishment, that can be connected to a System without the need of further extending the distribution plant.

“HSI Subscribers” means, as of any date and for the System, without duplication, all Active Customers of High Speed Internet Services of the System who are individually billed for High Speed Internet Services plus the HSI EBU.

“HSI Standard Monthly Rate” means the standard monthly rate (without discount of any kind) charged by the System to single family households for High Speed Internet Services sold by the System.

“Indebtedness” shall mean, with respect to Seller, (i) the principal of and, accreted value and accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of, consent fees, breakage costs or other costs incurred in connection with the repayment or assumption of, (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of assets or property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade account payables and other accrued current liabilities); (iii) bonds or letters of credit that have been drawn upon but have not yet been repaid, (iv) any capital lease obligations and (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise; and (vi) all obligations of the type referred to in clauses (i) through (iv) of other Persons secured by any Encumbrance on any property or asset of such Person (whether or not such obligation is assumed by such Person).

“Indemnifiable Losses” has the meaning set forth in Section 7.1(d).

“Indemnifying Party” has the meaning set forth in Section 7.1(d).

“Indemnatee” has the meaning set forth in Section 7.1(d).

“Indemnity Payment” has the meaning set forth in Section 7.1(d).

“Intellectual Property” means any or all of the following throughout the world: (a) any computer program, operating system, applications system, firmware or software of any nature

(including object code and source code); (b) names, corporate names, Internet domain names, fictitious names, trademarks, service marks, trade names, brand names, product names, trade dress, business names, designs, logos, slogans, and all other designations of origin and rights therein, including all translations, adaptations, derivations and combinations thereof and together with all registrations, applications for registration and renewals in connection therewith and all goodwill associated with any of the foregoing; (c) inventions (whether or not patentable or reduced to practice), invention disclosures, improvements, trade secrets, confidential or proprietary information, know-how, product rights, technology, technical data and product specifications, models, algorithms, tools, processes, methodologies, methods, and confidential information (including customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), and all documentation relating to any of the foregoing; (d) patents and patent applications, and all reissues, divisions, renewals, extensions, provisionals, continuations, continuations-in-part and reexaminations thereof; (e) works of authorship (whether or not copyrightable), and copyrights, and all registrations, applications and renewals in connection therewith, and all other rights corresponding thereto; (f) websites, and all designs related thereto; (g) data, databases and data collections and all rights therein; (h) moral and economic rights, however denominated, and rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and biographical information of real persons; (i) all other intellectual property and any similar, corresponding or equivalent rights; and (i) all applications, registrations, issuances, certificates, and associated proprietary rights, with respect to any of the foregoing (a) through (i).

"Knowledge" means (a) with respect to the "Knowledge" of the Seller, the actual knowledge of Allen Davis, Bill Bach and Dave Presely, after reasonable inquiry and investigation and (b) with respect to the "Knowledge" of the Purchaser, the actual knowledge of Rod Siemers, Phil Spencer and Ken Johnson after reasonable inquiry and investigation.

"Latest Balance Sheet" has the meaning set forth in Section 3.7(a).

"Laws" shall mean statutes, common laws, rules, ordinances, regulations, codes, licensing requirements, Orders, judgments, injunctions, decrees, licenses, Permits and bylaws of a Governmental Authority, including any Environmental Laws and any laws under the Communications Act.

"Lease" has the meaning set forth in Section 3.10(b).

"Leased Property" has the meaning set forth in Section 3.10(c).

"Liabilities" shall mean debts, liabilities, commitments, obligations, duties and responsibilities of any kind and description, whether absolute or contingent, monetary or non-monetary, direct or indirect, known or unknown or matured or unmatured, or of any other nature.

"License" means any license, permit or other authorization (other than a Franchise) issued by any Governmental Authority, including the FCC, used in the operation of the Business and the System, including TV translator station licenses and microwave licenses, cable television relay services and television receive only earth station registrations, including all amendments thereto and renewals or modifications thereof.

"Litigation" shall mean any litigation, legal action, arbitration, proceeding, demand or Claim against, affecting or brought by or against Seller, any present or former officers, employees or independent contractors of Seller, that relates to the Business, System, operations, assets or liabilities of Seller, or that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement and/or the Ancillary Agreements.

"Material Adverse Effect" shall mean any change, development or occurrence that has had or would reasonably be expected to have a material and adverse effect upon (A) the operations, Purchased Assets, Assumed Liabilities, condition (financial or otherwise) or results of operations of the Business and the System, taken as a whole, or (B) the ability of Seller to timely consummate the transactions contemplated hereby; provided, however, that no change, event, development or occurrence arising out of, or in connection with, or resulting from, any of the following shall be deemed by it or by themselves, either alone or in combination, a Material Adverse Effect: (i) general economic conditions or changes therein, except to the extent such conditions disproportionately affect the Business (relative to other participants in the cable television industry); (ii) financial market conditions or fluctuations, except to the extent such conditions or fluctuations disproportionately affect the Business (relative to other participants in the cable television industry); (iii) conditions affecting the cable television industry in general, including a material worsening of current conditions affecting the cable television industry generally caused by acts of terrorism or war (whether or not declared) occurring on or after the date hereof, except to the extent such conditions disproportionately affect the Business (relative to other participants in the cable television industry); (iv) changes in GAAP or other applicable accounting standards or the interpretations thereof; or (v) acts of God or other calamities, national or international political or social conditions in any of the countries in which the Business operates, including the engagement by any such country in hostilities, whether commenced before or after the date hereof, except to the extent such conditions or fluctuations disproportionately affect the Business (relative to other participants in the cable television industry).

"Material Contract" has the meaning set forth in Section 3.13.

"Monthly Financial Statements" has the meaning set forth in Section 6.13.

"Non-Assigned Assets" has the meaning set forth in Section 6.16.

"Objection Notice" has the meaning set forth in Section 6.10.

"Off-the-Shelf Software Licenses" means licenses in respect of commercially available, unmodified, "off-the-shelf" software used by Seller solely for its own internal use, for an aggregate fee, royalty or other consideration for any such software or group of related software licenses of no more than \$25,000.

"Order" shall mean any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

"Ordinary Course of Business" shall mean the ordinary course of business of the Seller consistent with its past custom or practice, including with respect to quantity or frequency.

“Organizational Documents” shall mean the certificate or articles of incorporation or formation, bylaws, limited liability company agreement, partnership agreement, or relevant trust or constituent documents, or any other agreement or filing governing the rights and obligations of the holders of equity in, or beneficiaries of, such Person.

“Owned Real Property” means all Real Property, together with all buildings, structures, improvements and fixtures located thereon, owned by Seller and used primarily in the operation of the Business and the System.

“Pay TV” means, for each System, premium programming services selected by and sold to Subscribers on an a la carte basis for monthly fees in addition to the fee for Basic Services or Expanded Basic Services.

“Permits” has the meaning set forth in Section 3.18(b).

“Permitted Encumbrance” shall mean (a) Encumbrances for Taxes not yet due and payable or that either (i) are not delinquent or (ii) are being contested in good faith and by appropriate proceedings, and for which adequate reserves (as determined in accordance with GAAP consistently applied) have been established on the Seller’s books with respect thereto, (b) Encumbrances imposed by Law, such as carriers’, warehousemen’s, materialmen’s and mechanics’ liens and other similar Encumbrances arising in the Ordinary Course of Business consistent with past practice for amounts not yet due or payable or that are being contested in good faith by appropriate proceedings and that are not material (as determined by the Purchaser in its sole and absolute discretion) to the value of any such Purchased Assets, (c) zoning, entitlement, building and other land use regulations imposed by Governmental Authorities having jurisdiction over Real Property included in the Purchased Assets which are not violated by the current use and operation thereof, (d) covenants, conditions, restrictions, easements and other matters affecting Real Property included in the Purchased Assets which do not impair the occupancy or use, value or marketability of such Real Property which they encumber, and (e) any and all matters and encumbrances (including fee mortgages and ground leases) affecting any Leased Property under a Lease included in the Purchased Assets, provided such matter or encumbrance is not created or granted by the Seller.

“Person” shall mean any natural person, corporation, trust, joint venture, association, company, firm, partnership or other entity or Governmental Authority.

“Phase I Assessment” has the meaning set forth in Section 6.10(b).

“Pre-Closing Payment Obligation” has the meaning set forth in Section Error! Reference source not found.

“Post-Closing Payment Obligation” has the meaning set forth in Section Error! Reference source not found.

“Prohibited Territory” has the meaning set forth in Section 6.19(b).

“Purchase Price” has the meaning set forth in Section 1.5.

"Purchased Assets" has the meaning set forth in Section 1.1.

"Purchaser" has the meaning set forth in the preamble hereto.

"Purchaser Indemnified Party" has the meaning set forth in Section 7.3(a).

"Real Property" has the meaning set forth in Section 1.1(h).

"Reference Time" means 11:59:59 p.m. on the Closing Date..

"Related Person" means (A) each Person that serves as a council member, board member, manager, officer, executor or trustee of such specified Person (or in a similar capacity) or (B) any Person in which such specified Person holds a Material Interest;

For purposes of this definition, **"Material Interest"** means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least 5% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 5% of the outstanding equity securities or equity interests in a Person.

"Required Consents" means any authorization, approval or consent of any Governmental Authority or other Person under any License, Contract or other instrument that by Law or by its terms requires a third party's consent as a condition for Seller to transfer or assign such License, Contract or other instrument to the Purchaser or otherwise consummate the transactions contemplated by this Agreement and the Ancillary Agreements.

"Restricted Cash" has the meaning set forth in Section 1.1(i).

"RGUs" means the sum of the Cable Subscribers and HSI Subscribers for the System.

"Seller" has the meaning set forth in the preamble hereto.

"Seller Group" has the meaning set forth in Section 6.7.

"Seller System" means the computer systems (including the computer software, firmware and hardware), telecommunications, networks, peripherals, platforms, computer systems and other similar or related items of automated, computerized and/or software systems that, in each case, that are primarily used in, useful in, allocated to, necessary to, required for the conduct of the Business by the Seller. **"Service Area"** has the meaning set forth in the Recitals hereto.

"State Franchise" means a valid Franchise granted to Seller by the Missouri Public Service Commission granting the right to offer video service to subscribers in a political subdivision of Missouri.

"Subscribers" means any subscriber of the System billed for Basic Services, Expanded Basic Services, premium services, any new product tier, High Speed Internet Services or Pay TV.

"Survey" has the meaning set forth in Section 6.10.

"System" has the meaning set forth in the recitals hereto.

"System Reports" has the meaning set forth in Section 3.7(a).

"Tangible Personal Property" means machinery, Equipment, furniture, computers, furnishings, inventory, parts, spare parts, vehicles and other tangible personal property owned by Seller that are owned, leased, used or held for use in the operation of the Business or System, including all office equipment or supplies located at any of the Real Property.

"Taxes" shall mean all federal, state, local, foreign and other taxes, charges, fees, duties, levies, penalties or other assessments, including income, gross receipts, excise, profits, value added, real and personal property, sales, use, transfer, severance, stamp, occupation, disability, license, payroll, withholding, social security, franchise, gains, built in gains, unemployment insurance, workers' compensation, employer health tax or other taxes, including amounts payable in connection with applicable escheat laws, imposed by any Governmental Authority from time to time and shall include any interest, penalties or additions to tax attributable to any of the foregoing, whether disputed or not, including any Liability for Taxes as a transferee or successor, by contract or otherwise.

"Tax Proceedings" has the meaning set forth in Section 6.11(b).

"Tax Return" shall mean all returns, declarations, reports, forms, estimates, information returns, statements or other documents (including any schedule, attachment and related or supporting information) filed or required to be filed with or supplied to any Governmental Authority in connection with any Taxes, and including any amendments thereof.

"Third Party Acquisition" has the meaning set forth in Section 6.7.

"Third Party Claim" has the meaning set forth in Section 7.1(d).

"Title Commitment" has the meaning set forth in Section 6.10.

"Title Company" has the meaning set forth in Section 6.10.

"Title Defect" has the meaning set forth in Section 6.10.

"Transferred Contracts" has the meaning set forth in Section 1.1(b).

"Transferred Employee" shall mean any Business Employee who receives an offer of employment from and actually commences employment with the Purchaser or any Affiliate of the Purchaser.

"Transition Services Agreement" has the meaning set forth in Section 5.1(v).

“Two-Way Home Passed” shall mean each Home Passed that is capable of receiving the installation of a two-way addressable set-top converter and/or cable modem that allows for the provision of interactive video programming and Internet access services.

“Unaudited Financial Statements” has the meaning set forth in Section 3.7(a).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed and delivered as of the date first set forth above.


"PURCHASER"


**TELECOMMUNICATIONS MANAGEMENT,
LLC, a Missouri limited liability company**

By: _____
Name: _____
Title: _____

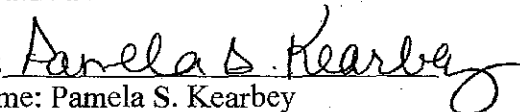
"SELLER"

**THE CITY OF POPLAR BLUFF, MISSOURI,
a Missouri municipal corporation**

By: 
Name: Ed DeGaris
Title: Mayor



ATTEST:

By: 
Name: Pamela S. Kearbey
Title: City Clerk

Annex I

Service Areas

City of Poplar Bluff, MO and adjacent areas of approximately 5,000 Homes Passed in Butler County, MO

DISCLOSURE SCHEDULES
TO
ASSET PURCHASE AGREEMENT
by and between
TELECOMMUNICATIONS MANAGEMENT, LLC
and
THE CITY OF POPLAR BLUFF, MISSOURI

Dated as of March 31, 2014

INTRODUCTION

Reference is hereby made to that certain Asset Purchase Agreement (the "Agreement") dated as of March 31, 2014 by and among Telecommunications Management, LLC, a Missouri limited liability company (the "Purchaser"), and the City of Poplar Bluff, Missouri, a Missouri municipal corporation ("Seller"). Each capitalized term used and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

The disclosure schedules that follow (the "Disclosure Schedules") are provided by Seller to Purchaser pursuant to, and are made a part of, the Agreement.

Disclosure of any fact or item in any Schedule referenced by a particular Section in the Agreement shall be deemed to have been disclosed in other applicable Schedules to this Agreement but only to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is applicable with respect to such other Schedule.

The headings contained in the Disclosure Schedules are solely for convenience of reference and shall not affect the meaning or interpretation of the Disclosure Schedules, the Agreement or of any item, term or provision hereof or thereof.

Schedules

Schedule 1.1(a)	Intellectual Property
Schedule 1.1(b)	Transferred Contracts
Schedule 1.1(g)	Licenses, Permits, consents and certificates
Schedule 1.1(h)	Real Property
Schedule 1.2(l)	Certain Excluded Assets
Schedule 3.1(b)	Jurisdictions
Schedule 3.3	No Conflicts
Schedule 3.5	Consents and Approvals
Schedule 3.6	Capitalization; Subsidiaries
Schedule 3.7(a)	Financial Statements
Schedule 3.7(c)	Indebtedness
Schedule 3.9	Absence of Changes
Schedule 3.9(g)	2014 Capex Budget
Schedule 3.10(a)	Real Property Encumbrances
Schedule 3.10(b)	Leases
Schedule 3.10(c)(ii)	Certain Matters Regarding Leases
Schedule 3.10(d)	Other Material Real Property
Schedule 3.12(b)	Taxes
Schedule 3.13	Contracts
Schedule 3.14	Insurance
Schedule 3.15(a)	Employee Benefit Plans
Schedule 3.15(e)	Employee Benefit Plans (Acceleration)
Schedule 3.15(f)	409A Plans
Schedule 3.16(c)	Environmental Permits
Schedule 3.17(a)	Litigation
Schedule 3.18(b)	Legal Compliance
Schedule 3.18(b)(i)	Franchises & Licenses (Exceptions)
Schedule 3.18(c)	Service Areas Without Franchise Agreements
Schedule 3.19(a)	Intellectual Property
Schedule 3.21(a)	Employees
Schedule 3.21(b)	Employment Contracts, Severance, Change of Control Benefits
Schedule 3.23	Relationships with Related Persons
Schedule 3.24	Brokers or Finders
Schedule 3.25(a)	Must-Carry Retransmission Agreements
Schedule 3.25(b)	FCC Compliance
Schedule 3.25(c)	FCC Information
Schedule 3.26(a)	System Information
Schedule 3.26(b)	Subscriber Information
Schedule 3.26(c)	Plant Miles, Homes Passed, and Two-Way Homes Passed Information
Schedule 3.26(d)	Rates Schedule and Channel Lineup
Schedule 3.27	Bonds; Letters of Credit
Schedule 3.28	Suppliers
Schedule 7.2(h)	Discounts
Schedule 7.10	Surveyed Property
Schedule 8.3(a)	Indemnification

Schedule 1.1(a)
Intellectual Property

The Domain Name: mycitycable.com

Schedule 1.1(b)
Transferred Contracts

1. A licensing agreement for pole attachments between the Seller and Ozark Border Electric Membership Cooperative dated June 24, 2002.
2. The Seller's indefeasible right to use the fiber-optic strands identified on Exhibit A to the Fiber Exchange IRU, dated as of January 7, 2012, by and between Sho-Me Technologies, L.L.C., a Missouri limited liability company, and the Seller
3. American Registry for Internet Numbers, LTD. Service Agreement between Seller and the American Registry for Internet Numbers dated June 10, 2011.
4. [First Baptist Policy and Guideline Statement dated October 10, 2001.
5. Software-Hardware Maintenance Agreement, dated as of August 22, 2007, by and between the Seller and Weather Central, Inc.
6. Customer Order Acknowledgment and all related documents between the Seller and Meteorlogix, LLC dated July 15, 2003.
7. Tribune Media Services Licensed Data Agreement, dated as of October 3, 2011, by and between the Seller and Tribune Media Services, Inc.
8. Business Internet Access, Video and Music Service Agreement, dated as of January 7, 2013, by and between the Seller and Charter Communications Entertainment I, LLC.
9. Data Transport Service Agreement, dated as of January 7, 2013.
10. All commercial services contracts (or related agreements) including but not limited to all agreements with The Super 8 Motel, Holiday Inn, Semo Behavioral Health, Comfort Inn, Internet PB Medical Partners, Manufacturers Assistance Group and the Drury Inn).
11. [ETI Cable Bridge Agreement].

Schedule 1.1(g)
Licenses, Permits, consents and certificates

1. A franchise agreement dated February 20, 2001, allowing the Seller to provide cable service in the City of Poplar Bluff, which was converted to a Missouri state video service authorization for the City of Poplar Bluff on March 17, 2014.
2. A video service authorization dated June 4, 2008, issued to the Seller by the Public Service Commission of the State of Missouri allowing the Seller to provide cable service in Butler County, Missouri.

Schedule 1.1(h)
Real Property

1. A building located at 3000 N. Westwood Boulevard, Poplar Bluff, Missouri, Butler County Parcel Number: 08-09-29.0-001-005-013.00, containing 12,200 square feet of frame construction with a brick finish, a concrete parking lot of approximately 16,800 square feet, and 1.6 acres.
2. An easement granted by Michael Scott Hayes to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 9/19/11 consisting of five (5) feet on either side of a line located at 3311 Rhett in the City of Poplar Bluff, Missouri, Section 24, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1032, Page 4303, on 9/26/11.
3. An easement granted by Slug Hefner to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 7/19/06 consisting of five (5) feet on either side of a line located at 3310 Deerhaven in the City of Poplar Bluff, Missouri, Section 25, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1028, Page 4267, on 7/16/07.
4. An easement granted by Christina A. Patty to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 10/17/06 consisting of five (5) feet on either side of a line in the City of Poplar Bluff, Missouri, Section 25, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1028, Page 4275, on 7/16/07.
5. An easement granted by Rick Allison to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 7/15/13 consisting of five (5) feet on either side of a line located at 4403 PP Highway in the City of Poplar Bluff, Missouri, Section 36, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1034, Page 2068, on 4/22/13.
6. An easement granted by Anthony Higgs to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 6/10/11 consisting of five (5) feet on either side of a line located at 49 PP Highway in the City of Poplar Bluff, Missouri, Section 36, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1032, Page 2690, on 6/20/11.
7. An easement granted by Anthony and Delinda Pursell to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 6/21/13 consisting of five (5) feet on either side of a line located at 277 Estates Lake Drive in the City of Poplar Bluff, Missouri, Section 36, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1034, Page 3319, on 7/1/13.
8. An easement granted by Ronald Pratt to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 5/12/09 consisting of five (5) on either side of a line located at 1710 Township Line Road in the City of Poplar Bluff,

Missouri, Section 6, Township 24N, Range 6E, recoded in Butler County, Missouri,
Book 1030, Page 2438, on 5/18/09.

Schedule 1.2(l)
Certain Excluded Assets

All FCC-issued licenses held by Seller.

Schedule 3.1(b)
Jurisdictions

1. The City of Poplar Bluff, Missouri
2. Butler County, Missouri

Schedule 3.3
No Conflicts

None.

Schedule 3.5
Consents and Approvals

None.

Schedule 3.6
Capitalization; Subsidiaries

Seller is a Missouri municipal corporation and does not have shareholders.

Schedule 3.7(a)
Financial Statements

1. The audited balance sheet, statement of income, equity, and cash flow of the Seller for the Business as of December 31, 2011, attached.
2. The audited balance sheet, statement of income, equity, and cash flow of the Seller for the Business as of December 31, 2012, attached.
3. The unaudited balance sheet, statement of income, equity, and cash flow of the Seller for the Business as of December 31, 2013, attached.
4. Seller's monthly reports showing Subscribers (categorized by Subscriber type) for the Business and for the System from January 1, 2012 through December 31, 2013, attached.

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

30-CABLE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
30-1-00-12000	Operation & Maintenance	511,794.04
30-1-00-12001	FMB - Payroll Account	0.00
30-1-00-12005	Customer Deposits	0.00
30-1-00-12102	SoMo - Money Market	637,991.47
30-1-00-12104	Commerce Escrow	0.00
30-1-00-12501	Accounts Receivable	436,203.78
30-1-00-12502	Accounts Receivable Conversion	0.00
30-1-00-12505	Accounts Rec - Miscellaneous	118,719.11
30-1-00-12604	Allow for Doubtful Accounts	(48,538.51)
30-1-00-13100	Material & Supplies Inventory	282,197.13
30-1-00-13200	Prepaid Insurance	56,430.99
30-1-00-13201	Prepaid Expenses	77,938.75
30-1-00-13206	Payroll Clearing	0.00
30-1-00-13210	Bond Issue Costs	131,792.06
30-1-00-31000	Tower and Antennas	306,952.61
30-1-00-31100	Satellite Dish	107,184.44
30-1-00-31200	Headend Building	174,452.01
30-1-00-31300	UPS-Uninterrupted Power Srce	56,976.12
30-1-00-31400	Headend Fiber Optic Equipment	380,537.07
30-1-00-31500	Headend Internet Equipment	691,428.72
30-1-00-31800	Headend System Addressable Cnt	206,592.64
30-1-00-32000	Headend Analog Equipment	326,064.60
30-1-00-32100	Headend Testing Equipment	40,991.02
30-1-00-32200	Headend Digital Equipment	2,070,078.56
30-1-00-32300	Diesel Generator	188,323.47
30-1-00-32400	Studio Building	8,291.93
30-1-00-32600	Studio Analog Equipment	22,760.66
30-1-00-32700	Studio Digital Equipment	293,022.36
30-1-00-32800	Studio Lighting Equipment	0.00
30-1-00-32900	Studio Test Equipment	0.00
30-1-00-41000	System Power Supply	187,500.10
30-1-00-41100	Fiber Optic Cable	356,710.52
30-1-00-41200	Fiber Optic Recv/Trans Nodes	128,525.33
30-1-00-41300	Overhead Trunk Cable	834,592.81
30-1-00-41400	Underground Trunk Cable	181,420.87
30-1-00-41500	O/Head Distribution Feeder Cbl	116,832.37
30-1-00-41600	Underground Dist Feeder Cable	1,158,243.29
30-1-00-41700	RF Amplifiers	527,690.34
30-1-00-41800	Signal/Power Passive Equipment	142,631.20
30-1-00-41900	Equipment Connectors	94,281.96
30-1-00-42000	Signal Testing Equipment	101,759.87
30-1-00-42100	Cable System Purchase	3,058,115.35
30-1-00-42500	Installs	0.00
30-1-00-42600	Oakgrove Road	0.00
30-1-00-42700	Industrial Park Bypass	0.00
30-1-00-51600	Digital Converters	543,298.66
30-1-00-51700	Analog Converters	49,618.12
30-1-00-51800	Cable Internet Modems	120,979.60
30-1-00-51801	DVR's	0.00

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

30-CABLE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
30-1-00-51900	Strand/Hardware	66,722.35
30-1-00-52100	Riser/Conduits	27,007.50
30-1-00-52200	Installation	2,690,439.04
30-1-00-52300	Packet Cable Modem	0.00
30-1-00-52400	Packet Cable Installation	0.00
30-1-00-52401	Packet Cable Equipment	0.00
30-1-00-57100	Building & Improvements	86,286.68
30-1-00-57200	Office Furniture & Equipment	184,110.26
30-1-00-57300	General Equipment	134,433.60
30-1-00-57400	Land & Land Rights	60,192.00
30-1-00-57500	Vehicles	355,163.20
30-1-00-5900	Accumulated Depreciation	(8,770,870.36)
		<u>9,532,689.69</u>
TOTAL ASSETS		9,532,689.69
		=====
LIABILITIES		
=====		
3-2-00-22100	Accounts Payable	143,072.56
3-2-00-22229	Accrued Interest	102,739.58
3-2-00-22300	Accrued Payroll	16,208.91
3-2-00-22302	Accrued Vacation	47,953.74
3-2-00-22305	Accrued Holiday	2,141.23
3-2-00-22700	Refunds & Deposits	14,519.00
3-2-00-22800	Loan - Electric Department	0.00
3-2-00-23001	Accrued Sick - Long Term	75,591.83
3-2-00-23002	Accrued Net Pension Obligation	0.00
3-2-00-23003	Accrued Postretirement Benefit	110,744.84
3-2-00-23500	2000 Bonds Payable	0.00
3-2-00-23502	2005 Bonds Payable	6,290,000.00
3-2-00-23600	Commerce Lease Payable	0.00
TOTAL LIABILITIES		<u>6,802,973.29</u>
EQUITY		
=====		
3-3-00-30001	Invested in Capital Assets	1,074,342.49
3-3-00-30002	Restricted for Debt Service	637,991.47
3-3-00-30003	Restricted for Capital Project	0.00
3-3-00-30004	Unrestricted	<u>1,296,030.67</u>
TOTAL BEGINNING EQUITY		3,008,364.63
TOTAL REVENUE		6,210,600.24
TOTAL EXPENSES		<u>6,489,248.47</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(278,648.23)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>2,729,716.40</u>
TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP.		9,532,689.69
		=====

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2011

30-CABLE FUND

FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
OPERATING INCOME	5,753,000.00	468,710.41	8,661,162.00	98.40	91,838.00
OTHER INCOME	623,700.00	82,906.73	549,438.24	88.09	74,261.76
TOTAL REVENUES	6,376,700.00	551,617.14	6,210,600.24	97.40	166,099.76
<u>EXPENDITURE SUMMARY</u>					
OPERATING FEES	2,679,812.00	227,760.17	2,683,282.33	100.13	(3,470.33)
DISTRIBUTION EXP	885,489.00	113,564.73	934,239.96	105.51	(48,750.96)
OPERATING EXP	466,850.00	93,066.33	550,902.14	118.00	(84,052.14)
GENERAL EXP	482,500.00	38,206.71	487,279.75	96.89	15,220.25
OTHER EXPENSE	1,725,268.00	240,664.99	1,853,544.29	107.44	(128,276.29)
TOTAL EXPENDITURES	6,239,919.00	713,262.93	6,489,248.47	104.00	(249,329.47)
REVENUES OVER/(UNDER) EXPENDITURES	136,781.00	(161,645.79)	(278,648.23)		415,429.23

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2011

30-CABLE FUND

100.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>OPERATING INCOME</u>					
30-4-90-60000 Bulk Cstmr-Expanded Basic	130,000.00	11,410.82	129,253.24	99.43	746.76
30-4-90-60001 Bulk Customers - Basic	58,000.00	4,166.98	52,204.17	90.01	5,795.83
30-4-90-60100 Bulk Customers-Premium Channel	70,000.00	3,618.22	43,418.64	62.03	26,581.36
30-4-90-60105 Bulk Customers-Pay Per View	0.00	0.00	0.00	0.00	0.00
30-4-90-60200 Residential - Limited Basic	125,000.00	11,162.47	128,599.93	102.88	(3,599.93)
30-4-90-60201 Residential - Expanded Basic	2,250,000.00	174,657.55	2,147,546.38	95.45	102,453.62
30-4-90-60202 Basic/Expanded Basic W/Prem	310,000.00	24,045.28	291,384.13	93.99	18,615.87
30-4-90-60203 Exp Basic/Digital W/Premium	580,000.00	45,748.15	568,143.10	97.96	11,856.90
30-4-90-60204 Residential - Pay Per View	45,000.00	2,368.82	35,326.36	78.50	9,673.64
30-4-90-60205 Converter Rental	55,000.00	5,447.86	64,065.83	116.48	(9,065.83)
30-4-90-60206 Late Fees	0.00	0.00	0.00	0.00	0.00
30-4-90-60207 Cable Modem Rental (Internet)	220,000.00	17,856.55	213,234.22	96.92	6,765.78
30-4-90-60208 Cable Packet Modem Rental	0.00	0.00	0.00	0.00	0.00
30-4-90-60209 Installations	100,000.00	8,381.01	95,152.73	95.15	4,847.27
30-4-90-60210 Dig Basic/HD W/Premium	285,000.00	24,074.00	288,519.83	101.24	(3,519.83)
30-4-90-60300 Internet	1,525,000.00	135,772.70	1,604,313.44	105.20	(79,313.44)
TOTAL OPERATING INCOME	5,753,000.00	468,710.41	5,661,162.00	98.40	91,838.00
<u>OTHER INCOME</u>					
30-4-91-61000 Safety Alert Monitors	0.00	0.00	0.00	0.00	0.00
30-4-91-61100 Cross Chan Insert Ad Sales	260,000.00	21,603.47	236,576.05	90.98	23,423.95
30-4-91-61200 Local Channel Ad Sales	25,000.00	590.00	8,557.50	34.23	16,442.50
30-4-91-61201 Miscellaneous Income	75,000.00	47,157.71	144,843.13	193.12	(69,843.13)
30-4-91-61202 Gain/Loss Sale of Assets	0.00	0.00	0.00	0.00	0.00
30-4-91-61203 Penalties	125,000.00	11,603.50	133,465.04	106.77	(8,465.04)
30-4-91-61300 Interest Income	105,000.00	849.05	12,479.79	11.89	92,520.21
30-4-91-61500 Reconnect Charges	8,200.00	790.00	8,663.98	105.66	(463.98)
30-4-91-61600 Construction Contribution	0.00	0.00	0.00	0.00	0.00
30-4-91-61700 Tower Lease	4,000.00	313.00	3,756.00	93.90	244.00
30-4-91-61800 Facility Rental-VOIP	1,500.00	0.00	375.00	25.00	1,125.00
30-4-91-61801 Host Fee - VOIP	20,000.00	0.00	721.75	3.61	19,278.25
TOTAL OTHER INCOME	623,700.00	82,906.73	549,438.24	88.03	74,261.76
TOTAL REVENUE	6,376,700.00	551,617.14	6,210,600.24	97.40	166,099.76

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2011

30-CABLE FUND

100.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
IN-DEPARTMENTAL					
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
OPERATING INCOME					
TOTAL OPERATING INCOME	0.00	0.00	0.00	0.00	0.00
OTHER INCOME					
TOTAL OTHER INCOME	0.00	0.00	0.00	0.00	0.00
OPERATING FEES					
0-5-92-73800 Coop Program Fees	1,825,856.00	143,060.25	1,726,936.31	94.58	98,919.69
0-5-92-73900 Prog Fee Direct to Programmers	600,944.00	49,487.17	649,830.64	108.13	(48,886.64)
0-5-92-74000 Franchise Fees	0.00	0.00	0.00	0.00	0.00
0-5-92-74100 Pole Rental Fees	40,430.00	11,980.00	40,670.00	100.59	(240.00)
0-5-92-74200 Copyright Fees	30,000.00	0.00	17,304.58	57.68	12,695.42
0-5-92-74300 Mo Cable Association Fee	6,500.00	543.25	6,519.00	100.29	(19.00)
0-5-92-74400 FCC Regulator Fees	500.00	0.00	0.00	0.00	500.00
0-5-92-74500 Misc Membership Fees	0.00	0.00	0.00	0.00	0.00
0-5-92-74600 Internet Tech Support	175,582.00	22,689.50	242,021.80	137.84	(66,439.80)
TOTAL OPERATING FEES	2,679,812.00	227,760.17	2,683,282.23	100.13	(3,470.23)
DISTRIBUTION EXP					
1-5-93-76500 Technical Manager & Labor	315,972.00	25,941.33	313,202.63	99.12	2,769.37
1-5-93-76501 Night & Weekend Trouble	43,649.00	3,934.17	43,315.47	99.24	333.53
1-5-93-76502 Night & Weekend Customer Serv	601.00	0.00	633.07	105.34	(32.07)
1-5-93-76504 Customer Service	32,620.00	2,405.00	33,120.00	101.53	(500.00)
1-5-93-76505 Special Pay	20,000.00	2,854.55	26,486.73	132.43	(6,486.73)
1-5-93-76506 Vacation & Holiday	60,000.00	9,563.98	62,286.38	103.81	(2,286.38)
1-5-93-76507 Sick Leave	5,000.00	2,288.23	12,681.96	253.64	(7,681.96)
1-5-93-76508 Postretirement Benefits	25,117.00	6,695.51	30,055.22	119.66	(4,938.22)
1-5-93-76509 Employee Benefits	197,414.00	17,322.88	199,119.10	100.86	(1,705.10)
1-5-93-76510 Uniforms	2,217.00	1,678.40	2,111.28	95.23	105.72
1-5-93-76601 Service Maintenance	118,399.00	8,222.82	132,134.59	111.60	(13,735.59)
1-5-93-76602 Modem Maintenance	2,500.00	0.00	0.00	0.00	2,500.00
1-5-93-76603 Electronic Repairs	20,000.00	3,863.44	17,881.70	89.41	2,118.30
1-5-93-76604 Microwave Lease	1,000.00	0.00	0.00	0.00	1,000.00
1-5-93-76607 Studio Maintenance	40,000.00	3,665.25	36,084.59	90.21	3,915.41
1-5-93-76608 Packet Cable Expenses	1,000.00	0.00	0.00	0.00	1,000.00
1-5-93-76614 Contractor Construction Proj	0.00	0.00	0.00	0.00	0.00
1-5-93-76615 Tower Maintenance	0.00	0.00	0.00	0.00	0.00
1-5-93-76820 DTA Converter	0.00	25,127.04	25,127.04	0.00	(25,127.04)
TOTAL DISTRIBUTION EXP	885,489.00	113,564.73	934,239.96	105.51	(48,750.96)
RATING EXP					
1-5-94-77000 Building Expense	12,000.00	5,003.50	15,274.60	127.29	(3,274.60)
1-5-94-77001 Electric - Power Supply	52,000.00	12,012.55	54,906.13	105.59	(2,906.13)
1-5-94-77002 Elec/Wtr/Swr Buildings	6,150.00	738.04	5,559.18	90.39	590.82
1-5-94-77003 Internet T-1 Fees	170,000.00	36,599.86	238,878.31	140.52	(68,878.31)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2011

CABLE FUND

100.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
0-5-94-77004 Grounds Maintenance	0.00	0.00	100.00	0.00	(100.00)
0-5-94-77101 Vehicle Expense	15,000.00	113.47	8,657.01	57.71	6,342.99
0-5-94-77103 Bucket & Line Truck Repairs	2,000.00	0.00	254.73	12.74	1,745.27
0-5-94-77104 Ladder Maintenance	200.00	0.00	0.00	0.00	200.00
0-5-94-77105 Gasoline & Oil	35,000.00	2,400.51	37,556.25	107.30	(2,556.25)
0-5-94-77201 Small Tools	8,000.00	46.56	3,373.32	42.17	4,626.68
0-5-94-77305 D33 / R33	0.00	0.00	0.00	0.00	0.00
0-5-94-77400 Equipment Repairs	0.00	0.00	0.00	0.00	0.00
0-5-94-77501 Miscellaneous Expense	10,000.00	2,329.98	19,222.39	192.22	(9,222.39)
0-5-94-77504 Freight Expense	1,500.00	27.41	1,399.12	93.27	100.88
0-5-94-77600 Operating Expense	25,000.00	24,534.78	70,745.46	282.98	(45,745.46)
0-5-94-77700 Natural Gas - Buildings	3,000.00	472.56	3,124.91	104.16	(124.91)
0-5-94-77701 Natural Gas/Diesel-Generator	500.00	329.33	329.33	65.87	170.67
0-5-94-77702 Installations Expense	111,000.00	7,420.55	78,214.12	70.46	(32,785.88)
0-5-94-77703 Storm Relief	0.00	0.00	6,900.98	0.00	(6,900.98)
0-5-94-77800 Telephone	5,500.00	1,020.35	6,406.30	116.48	(906.30)
0-5-94-77900 Travel/Training	10,000.00	0.00	0.00	0.00	10,000.00
TOTAL OPERATING EXP	466,850.00	93,066.33	550,902.14	118.00	(84,052.14)

GENERAL EXP

0-5-95-79200 Insurance Expense	65,000.00	5,099.84	61,485.38	94.59	3,514.62
0-5-95-79502 Uncollectable Accounts	80,000.00	4,804.17	78,137.54	97.67	1,862.46
0-5-95-79503 Miscellaneous Expense	2,000.00	1,346.63	1,715.31	85.77	284.69
0-5-95-79504 Office Supplies	2,500.00	0.00	2,221.55	88.86	278.45
0-5-95-79506 Professional Services	14,000.00	3,314.90	42,465.67	306.90	(28,465.67)
0-5-95-79507 Office Equip Maintenance	80,000.00	7,098.69	79,700.15	99.63	299.85
0-5-95-79508 Advertising	10,000.00	0.00	1,866.21	18.66	8,133.79
0-5-95-79511 Books/Publications	500.00	52.50	339.49	67.90	160.51
0-5-95-79512 Miscellaneous Labor	1,500.00	0.00	816.95	54.60	683.05
0-5-95-79600 Printing & Stationary	2,000.00	0.00	446.93	22.35	1,553.07
0-5-95-79700 Shared Office Expense	225,000.00	16,489.98	197,582.57	87.81	(27,417.43)
TOTAL GENERAL EXP	482,500.00	38,208.71	467,279.75	96.85	15,220.25

OTHER EXPENSE

0-5-96-80000 Depreciation Expense	550,000.00	218,630.81	1,089,464.18	114.68	(139,464.18)
0-5-96-80001 Amortization	15,505.00	1,292.08	15,504.96	100.00	0.04
0-5-96-80100 Interest Expense	271,575.00	20,547.80	261,158.33	96.16	10,416.67
0-5-96-80202 City Hall	1,400.00	110.00	1,320.00	94.29	80.00
0-5-96-80207 Emergency Management	100.00	0.00	11.00	11.00	89.00
0-5-96-80209 Street Department	100.00	0.00	11.00	11.00	89.00
0-5-96-80210 Airport	0.00	0.00	0.00	0.00	0.00
0-5-96-80212 Fire Department	400.00	0.00	55.00	13.75	345.00
0-5-96-80218 Black River Coliseum	200.00	12.93	155.15	77.58	144.85
0-5-96-80220 Art Museum	225.00	12.93	166.16	73.85	158.84
0-5-96-80221 Cable Dept Warehouse	75.00	0.00	11.00	14.67	64.00
0-5-96-80222 Art Museum	0.00	0.00	0.00	0.00	0.00
0-5-96-91000 Transfer to Electric	0.00	58.34	0.00	0.00	0.00
0-5-96-91001 Transfer to Water	0.00	0.00	0.00	0.00	0.00
0-5-96-91002 Transfer to Sewer	0.00	0.00	0.00	0.00	0.00
0-5-96-91003 Tran To/From 200 CASH CLEARING	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2011

10-CABLE FUND

100.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
0-5-96-91004 Transfer to Bldg Corporation	485,688.00	0.00	485,687.50	100.00	0.50
TOTAL OTHER EXPENSE	1,725,268.00	240,664.99	1,853,544.29	107.44 (	128,276.29)
TOTAL EXPENDITURES	6,239,919.00	713,262.93	6,489,248.47	104.00 (	249,329.47)
VENUES OVER/(UNDER) EXPENDITURES	136,781.00 (	161,645.79)	278,648.23)		415,429.23

* END OF REPORT ***

Schedule 5

City of Poplar Bluff, Missouri
Combining Statement of Net Position - Municipal Utilities
December 31, 2012

	Electric Department	Water/ Sewer Department	Cable Department	Total
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 5,502,665	3,014,340	248,685	8,765,690
Accounts receivable, net of allowance for doubtful accounts	1,666,817	248,584	501,361	2,416,762
Accrued interest receivable	546			546
Inventories	1,045,255	314,501	273,673	1,633,429
Prepaid expenses	953,248	118,319	139,000	1,210,567
Total current assets	<u>9,168,531</u>	<u>3,695,744</u>	<u>1,162,719</u>	<u>14,026,994</u>
Restricted assets:				
Cash and cash equivalents		693,314	623,650	1,316,964
Investments		287,579		287,579
Total restricted assets		<u>980,893</u>	<u>623,650</u>	<u>1,604,543</u>
Noncurrent assets:				
Patronage capital	21,361			21,361
Bond issue costs	222,148	109,401	317,121	648,670
Capital assets, net of accumulated depreciation	34,246,521	27,707,105	9,286,936	71,240,562
Land	1,163,932	365,979	80,192	1,610,103
Total noncurrent assets	<u>35,653,962</u>	<u>28,182,485</u>	<u>9,684,249</u>	<u>73,520,696</u>
Total Assets	<u>44,822,493</u>	<u>32,859,122</u>	<u>11,470,618</u>	<u>89,152,233</u>
LIABILITIES				
Current liabilities:				
Accounts payable	1,616,796	286,338	120,200	2,023,334
Accrued payroll and benefits	344,793	189,211	76,113	610,117
Sales tax payable	335,454	13,025		348,479
Accrued interest payable	24,120	40,943	113,578	178,641
Accrued compensated absences	8,278			8,278
Current maturities of long-term debt	355,000			355,000
Bonds payable		275,000	835,000	1,110,000
Total current liabilities	<u>2,684,441</u>	<u>804,517</u>	<u>1,144,891</u>	<u>4,633,849</u>
Noncurrent liabilities:				
Accrued compensated absences	384,292	216,833	83,600	684,725
Bonds payable		5,540,432	8,615,000	14,155,432
Customer meter deposits	304,332	64,863	14,262	383,457
Long-term debt	10,405,000			10,405,000
Net pension obligation	58,947	39,298	12,714	110,959
Accumulated provision for postretirement benefits	520,189	377,645	140,800	1,038,634
Total noncurrent liabilities	<u>11,672,760</u>	<u>6,239,071</u>	<u>8,866,376</u>	<u>26,778,207</u>
Total Liabilities	<u>14,357,201</u>	<u>7,043,588</u>	<u>10,011,267</u>	<u>31,412,056</u>
NET POSITION				
Net investment in capital assets	24,650,453	22,257,652	(82,872)	46,825,233
Restricted for:				
Debt service		980,888	623,650	1,604,538
Capital projects		5		5
Unrestricted	5,814,839	2,576,989	918,573	9,310,401
Total Net Position	<u>\$ 30,465,292</u>	<u>25,815,534</u>	<u>1,459,351</u>	<u>57,740,177</u>

Schedule 6

City of Poplar Bluff, Missouri
Combining Statement of Revenues, Expenses, and Changes in Net Position
Municipal Utilities
Year Ended December 31, 2012

	Electric Department	Water/ Sewer Department	Cable Department	Total
Operating revenues:				
Utility services sales	\$ 27,562,944	5,337,283	6,595,585	39,495,812
Grant income		440,432		440,432
Other miscellaneous	3,771,071	121,792	156,367	4,049,230
Total Operating Revenues	<u>31,334,015</u>	<u>5,899,507</u>	<u>6,751,952</u>	<u>43,985,474</u>
Operating expenses:				
Personnel services	933,428	780,310	790,397	2,504,135
Office supplies	101,287	4,425	2,797	108,509
Shared office expense	(395,453)	180,848	214,605	
Repairs and maintenance	132,758			132,758
Natural gas			2,724	2,724
Electric transmission	27,504,263			27,504,263
Electric distribution	2,947,444			2,947,444
Cable programming fees			3,002,865	3,002,865
Cable maintenance			830,081	830,081
Water supply, purification and pumping		832,678		832,678
Water distribution		891,370		891,370
Sewer accumulation		1,416,850		1,416,850
Telephone	8,178	2,353	5,918	16,449
Books/publications and memberships	37,578		419	37,997
Travel and training			5,000	5,000
Professional fees	37,567		29,967	67,534
Advertising	7,195	4,101	558	11,854
Insurance	233,223	131,084	69,205	433,512
Uncollectible accounts	205,962	29,903	72,320	308,185
Free municipal services	541,935	37,131	1,690	580,756
Miscellaneous	15,787	107,352	95,835	218,974
Depreciation	1,933,244	964,098	1,250,404	4,147,746
Total Operating Expenses	<u>34,244,396</u>	<u>5,382,503</u>	<u>6,374,785</u>	<u>46,001,684</u>
Income (Loss) From Operations	<u>(2,910,381)</u>	<u>517,004</u>	<u>377,167</u>	<u>(2,016,210)</u>
Nonoperating Revenues (Expenses):				
Interest income	50,739	25,756	6,730	83,225
Management fees			(30)	(30)
Interest expense	(539,507)	(81,060)	(418,276)	(1,038,843)
Amortization	(49,366)	(5,784)	(31,716)	(86,866)
Total Nonoperating Revenues (Expenses)	<u>(538,134)</u>	<u>(61,088)</u>	<u>(443,292)</u>	<u>(1,042,514)</u>
Loss Before Contributions and Transfers	<u>(3,448,515)</u>	<u>455,916</u>	<u>(66,125)</u>	<u>(3,058,724)</u>
Transfers in				
Transfers out				
Contributions in aid of construction	<u>20,453</u>	<u>88,435</u>		<u>108,888</u>
Change in Net Position	<u>(3,428,062)</u>	<u>544,351</u>	<u>(66,125)</u>	<u>(2,949,836)</u>
Net Position, December 31, 2011	<u>33,942,121</u>	<u>25,303,695</u>	<u>1,535,994</u>	<u>60,781,810</u>
Prior Period Adjustment	<u>(48,767)</u>	<u>(32,512)</u>	<u>(10,518)</u>	<u>(91,797)</u>
Net Position, December 31, 2012	<u>\$ 30,465,292</u>	<u>25,815,534</u>	<u>1,459,351</u>	<u>57,740,177</u>

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2013

230-CABLE FUND

FINANCIAL SUMMARY

100.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
OPERATING INCOME	6,695,893.82	509,082.54	6,124,656.23	91.47	571,237.59
OTHER INCOME	<u>493,256.00</u>	<u>53,232.22</u>	<u>547,237.15</u>	<u>110.94</u>	<u>(53,981.15)</u>
TOTAL REVENUES	7,189,149.82	562,314.76	6,671,893.38	92.81	517,256.44
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
OPERATING FEES	2,824,933.00	230,269.32	2,718,513.48	96.23	106,419.52
DISTRIBUTION EXP	1,038,674.94	86,373.95	946,997.02	91.17	91,677.92
OPERATING EXP	529,750.00	66,313.49	662,786.74	125.11	(133,036.74)
GENERAL EXP	512,801.71	42,260.34	548,738.26	107.01	(35,936.55)
OTHER EXPENSE	<u>1,505,454.96</u>	<u>122,498.64</u>	<u>1,519,433.49</u>	<u>100.93</u>	<u>(13,978.53)</u>
TOTAL EXPENDITURES	6,411,614.61	547,715.74	6,396,468.99	99.76	15,145.62
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	777,535.21	14,599.02	275,424.39		502,110.82

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2013

230-CABLE FUND

100.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>OPERATING INCOME</u>					
230-4-90-60000 Bulk Cstmr-Expanded Basic	179,136.52	17,742.83	161,214.87	90.00	17,921.65
230-4-90-60001 Bulk Customers - Basic	67,114.77	4,824.37	87,650.71	130.60 (	20,535.94)
230-4-90-60100 Bulk Customers-Premium Channel	42,613.87	3,280.00	39,360.00	92.36	3,253.87
230-4-90-60105 Bulk Customers-Pay Per View	0.00	0.00	0.00	0.00	0.00
230-4-90-60200 Residential - Limited Basic	213,230.93	14,241.17	173,503.57	81.37	39,727.36
230-4-90-60201 Residential - Expanded Basic	2,590,657.97	182,488.64	2,229,232.77	86.05	361,425.20
230-4-90-60202 Basic/Expanded Basic W/Prem	317,002.19	17,752.84	229,552.96	72.41	87,449.23
230-4-90-60203 Exp Basic/Digital W/Premium	652,091.74	47,390.48	595,055.56	91.25	57,036.18
230-4-90-60204 Residential - Pay Per View	27,051.31	1,644.85	23,710.41	87.65	3,340.90
230-4-90-60205 Converter Rental	68,731.68	6,285.13	74,622.86	108.57 (	5,891.18)
230-4-90-60206 Late Fees	0.00	0.00	0.00	0.00	0.00
230-4-90-60207 Cable Modem Rental (Internet)	231,275.74	19,696.56	231,364.18	100.04 (	88.44)
230-4-90-60208 Cable Packet Modem Rental	0.00	0.00	0.00	0.00	0.00
230-4-90-60209 Installations	88,091.15	6,471.03	85,803.60	97.40	2,287.55
230-4-90-60210 Dig Basic/HD W/Premium	368,372.44	25,665.80	312,537.96	84.84	55,834.48
230-4-90-60300 Internet	<u>1,850,523.51</u>	<u>161,598.84</u>	<u>1,881,046.78</u>	<u>101.65 (</u>	<u>30,523.27)</u>
TOTAL OPERATING INCOME	6,695,893.82	509,082.54	6,124,656.23	91.47	571,237.59
<u>OTHER INCOME</u>					
230-4-91-61000 Safety Alert Monitors	0.00	0.00	0.00	0.00	0.00
230-4-91-61100 Cross Chan Insert Ad Sales	250,000.00	21,860.68	249,933.16	99.97	66.84
230-4-91-61200 Local Channel Ad Sales	7,500.00	875.00	8,800.00	117.33 (	1,300.00)
230-4-91-61201 Miscellaneous Income	100,000.00	14,238.87	124,487.40	124.49 (	24,487.40)
230-4-91-61202 Gain/Loss Sale of Assets	0.00	0.00	0.00	0.00	0.00
230-4-91-61203 Penalties	120,000.00	14,490.18	144,504.57	120.42 (	24,504.57)
230-4-91-61300 Interest Income	7,000.00	352.82	4,755.35	67.93	2,244.65
230-4-91-61500 Reconnect Charges	5,000.00	1,045.00	10,944.00	218.88 (	5,944.00)
230-4-91-61600 Construction Contribution	0.00	0.00	0.00	0.00	0.00
230-4-91-61700 Tower Lease	3,756.00	369.67	3,812.67	101.51 (	56.67)
230-4-91-61800 Facility Rental-VOIP	0.00	0.00	0.00	0.00	0.00
230-4-91-61801 Host Fee - VOIP	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER INCOME	493,256.00	53,232.22	547,237.15	110.94 (	53,981.15)
<u>TOTAL REVENUE</u>					
	7,189,149.82	562,314.76	6,671,893.38	92.81	517,256.44
	*****	*****	*****	*****	*****

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2013

130-CABLE FUND

100.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
NON-DEPARTMENTAL					
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00
OPERATING INCOME					
TOTAL OPERATING INCOME	0.00	0.00	0.00	0.00	0.00
OTHER INCOME					
TOTAL OTHER INCOME	0.00	0.00	0.00	0.00	0.00
OPERATING FEES					
30-5-92-73800 Coop Program Fees	1,796,268.00	152,397.67	1,770,031.23	98.54	26,236.77
30-5-92-73900 Prog Fee Direct to Programmers	663,165.00	41,308.98	608,145.77	91.70	55,019.23
30-5-92-74000 Franchise Fees	0.00	0.00	0.00	0.00	0.00
30-5-92-74100 Pole Rental Fees	45,000.00	12,290.00	41,080.00	91.29	3,920.00
30-5-92-74200 Copyright Fees	39,000.00	0.00	18,949.97	48.59	20,050.03
30-5-92-74300 Mo Cable Association Fee	6,500.00	400.17	4,801.71	73.87	1,698.29
30-5-92-74400 FCC Regulator Fees	0.00	0.00	0.00	0.00	0.00
30-5-92-74500 Misc Membership Fees	0.00	0.00	0.00	0.00	0.00
30-5-92-74600 Internet Tech Support	275,000.00	23,872.50	275,504.80	100.18	(504.80)
TOTAL OPERATING FEES	2,824,933.00	230,269.32	2,718,513.48	96.23	106,419.52
DISTRIBUTION EXP					
30-5-93-76500 Technical Manager & Labor	352,062.44	24,382.76	319,213.96	90.67	32,848.48
30-5-93-76501 Night & Weekend Trouble	46,000.00	4,416.08	52,327.31	113.76	(6,327.31)
30-5-93-76502 Night & Weekend Customer Serv	231.00	0.00	53.71	23.25	177.29
30-5-93-76504 Customer Service	31,003.93	2,330.82	29,843.32	96.26	1,160.61
30-5-93-76505 Special Pay	30,238.95	1,143.59	22,189.34	73.38	8,049.61
30-5-93-76506 Vacation & Holiday	64,886.12	9,765.19	67,370.20	103.83	(2,484.08)
30-5-93-76507 Sick Leave	15,419.82	1,068.03	15,689.58	101.75	(269.76)
30-5-93-76508 Postretirement Benefits	30,055.20	2,504.60	30,055.20	100.00	0.00
30-5-93-76509 Employee Benefits	244,647.88	20,184.19	231,210.64	94.51	13,437.24
30-5-93-76510 Uniforms	2,129.60	1,819.20	2,183.04	102.51	(53.44)
30-5-93-76601 Service Maintenance	151,000.00	8,684.44	123,493.59	81.78	27,506.41
30-5-93-76602 Modem Maintenance	2,500.00	0.00	0.00	0.00	2,500.00
30-5-93-76603 Electronic Repairs	25,000.00	6,182.50	20,491.34	81.97	4,508.66
30-5-93-76604 Microwave Lease	0.00	0.00	0.00	0.00	0.00
30-5-93-76607 Studio Maintenance	31,000.00	3,892.55	32,367.69	104.41	(1,367.69)
30-5-93-76608 Packet Cable Expenses	0.00	0.00	0.00	0.00	0.00
30-5-93-76614 Contractor Construction Proj	0.00	0.00	0.00	0.00	0.00
30-5-93-76615 Tower Maintenance	12,500.00	0.00	508.10	4.06	11,991.90
30-5-93-76620 DTA Converter	0.00	0.00	0.00	0.00	0.00
TOTAL DISTRIBUTION EXP	1,038,674.94	86,373.95	946,997.02	91.17	91,677.92
OPERATING EXP					
0-5-94-77000 Building Expense	15,000.00	399.99	12,004.66	80.03	2,995.34
0-5-94-77001 Electric - Power Supply	55,500.00	17,059.54	76,962.22	138.67	(21,462.22)
0-5-94-77002 Elec/Wtr/Swr Buildings	7,500.00	664.66	6,822.97	90.97	677.03
0-5-94-77003 Internet T-1 Fees	252,000.00	28,623.47	328,293.58	130.28	(76,293.58)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2013

230-CABLE FUND

100.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
230-5-94-77004 Grounds Maintenance	500.00	0.00	0.00	0.00	500.00
230-5-94-77101 Vehicle Expense	10,000.00	494.27	8,619.47	86.19	1,380.53
230-5-94-77103 Bucket & Line Truck Repairs	3,500.00	125.50	1,966.55	56.19	1,533.45
230-5-94-77104 Ladder Maintenance	250.00	0.00	1,779.80	711.92 (	1,529.80)
230-5-94-77105 Gasoline & Oil	42,000.00	2,259.62	35,154.60	83.70	6,845.40
230-5-94-77201 Small Tools	5,000.00	1,192.59	7,030.16	140.60 (	2,030.16)
230-5-94-77305 D33 / R33	0.00	0.00	0.00	0.00	0.00
230-5-94-77400 Equipment Repairs	0.00	0.00	0.00	0.00	0.00
230-5-94-77501 Miscellaneous Expense	20,000.00	2,245.65	29,374.56	146.87 (	9,374.56)
30-5-94-77504 Freight Expense	1,500.00	71.90	1,680.27	112.02 (	180.27)
30-5-94-77600 Operating Expense	20,000.00	5,482.04	56,707.97	283.54 (	36,707.97)
30-5-94-77700 Natural Gas - Buildings	3,500.00	1,061.05	3,565.92	101.88 (	65.92)
30-5-94-77701 Natural Gas/Diesel-Generator	500.00	0.00	0.00	0.00	500.00
30-5-94-77702 Installations Expense	82,000.00	5,797.72	85,970.89	104.84 (	3,970.89)
30-5-94-77703 Storm Relief	0.00	0.00	0.00	0.00	0.00
30-5-94-77800 Telephone	6,000.00	835.49	6,853.12	114.22 (	853.12)
30-5-94-77900 Travel/Training	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL OPERATING EXP	529,750.00	66,313.49	662,786.74	125.11 (	133,036.74)
GENERAL EXP					
30-5-95-79200 Insurance Expense	75,801.71	6,007.49	73,129.65	96.47	2,672.06
30-5-95-79502 Uncollectable Accounts	80,000.00	3,317.92	76,651.29	95.81	3,348.71
30-5-95-79503 Miscellaneous Expense	2,000.00	0.00	24.96	1.25	1,975.04
30-5-95-79504 Office Supplies	2,500.00	3,997.00	6,333.04	253.32 (	3,833.04)
30-5-95-79506 Professional Services	20,000.00	300.00	50,512.50	252.56 (	30,512.50)
30-5-95-79507 Office Equip Maintenance	100,000.00	12,480.86	131,182.60	131.18 (	31,182.60)
30-5-95-79508 Advertising	2,500.00	0.00	1,766.23	70.65	733.77
30-5-95-79511 Books/Publications	500.00	60.00	240.00	48.00	260.00
30-5-95-79512 Miscellaneous Labor	7,500.00	135.76	1,490.28	19.87	6,009.72
30-5-95-79600 Printing & Stationary	2,000.00	0.00	0.00	0.00	2,000.00
30-5-95-79700 Shared Office Expense	220,000.00	15,961.31	207,407.71	94.28	12,592.29
TOTAL GENERAL EXP	512,801.71	42,260.34	548,738.26	107.01 (	35,936.55)
OTHER EXPENSE					
0-5-96-80000 Depreciation Expense	900,000.00	111,856.43	936,856.43	104.10 (	36,856.43)
0-5-96-80001 Amortization	15,504.96	0.00	0.00	0.00	15,504.96
0-5-96-80100 Interest Expense	221,575.00	10,443.76	213,554.16	96.38	8,020.84
0-5-96-80202 City Hall	1,500.00	110.00	1,320.00	88.00	180.00
0-5-96-80207 KFVS12	250.00	56.67	56.67	22.67	193.33
0-5-96-80209 Street Department	250.00	0.00	0.00	0.00	250.00
0-5-96-80210 Airport	250.00	0.00	0.00	0.00	250.00
0-5-96-80212 Fire Department	250.00	0.00	0.00	0.00	250.00
0-5-96-80218 Black River Coliseum	250.00	15.89	191.05	76.42	58.95
0-5-96-80220 Art Museum	250.00	15.89	191.05	76.42	58.95
0-5-96-80221 Cable Dept Warehouse	250.00	0.00	0.00	0.00	250.00
0-5-96-80222 Art Museum	0.00	0.00	0.00	0.00	0.00
0-5-96-91000 Transfer to Electric	0.00	0.00	0.00	0.00	0.00
0-5-96-91001 Transfer to Water	0.00	0.00	0.00	0.00	0.00
0-5-96-91002 Transfer to Sewer	0.00	0.00	0.00	0.00	0.00
0-5-96-91003 Tran To/From 200 CASH CLEARING	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2013

230-CABLE FUND

100.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
230-5-96-91004 Transfer to Bldg Corporation	365,125.00	0.00	367,264.13	100.59 (	2,139.13)
TOTAL OTHER EXPENSE	1,505,454.96	122,498.64	1,519,433.49	100.93 (	13,978.53)
TOTAL EXPENDITURES	6,411,614.61	547,715.74	6,396,468.99	99.76	15,145.62
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	777,535.21	14,599.02	275,424.39		502,110.82

** END OF REPORT **

BALANCE SHEET

AS OF: DECEMBER 31ST, 2013

30-CABLE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
30-1-00-12000	Operation & Maintenance	223,344.93
30-1-00-12001	FMB - Payroll Account	0.00
30-1-00-12009	Customer Deposits	0.00
30-1-00-12102	SoMo - Money Market	645,899.41
30-1-00-12104	Commerce Escrow	0.00
30-1-00-12501	Accounts Receivable	474,358.85
30-1-00-12502	Accounts Receivable Conversion	0.00
30-1-00-12505	Accounts Rec - Miscellaneous	85,188.15
30-1-00-12604	Allow for Doubtful Accounts	(48,214.78)
30-1-00-13100	Material & Supplies Inventory	262,909.18
30-1-00-13200	Prepaid Insurance	59,302.69
30-1-00-13201	Prepaid Expenses	81,334.34
30-1-00-13206	Payroll Clearing	0.00
30-1-00-13210	Bond Issue Costs	0.00
30-1-00-31000	Tower and Antennas	306,952.61
30-1-00-31100	Satellite Dish	107,184.44
30-1-00-31200	Headend Building	174,452.01
30-1-00-31300	UPS-Uninterrupted Power Srce	56,976.12
30-1-00-31400	Headend Fiber Optic Equipment	386,379.04
30-1-00-31500	Headend Internet Equipment	894,719.74
30-1-00-31900	Headend System Addressable Cnt	206,502.64
30-1-00-32000	Headend Analog Equipment	326,064.60
30-1-00-32100	Headend Testing Equipment	40,991.02
30-1-00-32200	Headend Digital Equipment	2,249,019.34
30-1-00-32300	Diesel Generator	188,323.47
30-1-00-32400	Studio Building	8,291.93
30-1-00-32600	Studio Analog Equipment	22,760.66
30-1-00-32700	Studio Digital Equipment	317,512.36
30-1-00-32800	Studio Lighting Equipment	0.00
30-1-00-32900	Studio Test Equipment	0.00
30-1-00-41000	System Power Supply	187,500.10
30-1-00-41100	Fiber Optic Cable	481,900.26
30-1-00-41200	Fiber Optic Recv/Trans Nodes	159,119.10
30-1-00-41300	Overhead Trunk Cable	854,156.48
30-1-00-41400	Underground Trunk Cable	237,033.13
30-1-00-41500	O/Head Distribution Feeder Cbl	151,094.32
30-1-00-41600	Underground Dist Feeder Cable	1,191,775.19
30-1-00-41700	RF Amplifiers	538,137.82
30-1-00-41800	Signal/Power Passive Equipment	151,473.55
30-1-00-41900	Equipment Connectors	109,362.15
30-1-00-42000	Signal Testing Equipment	102,894.09
30-1-00-42100	Cable System Purchase	3,058,115.35
30-1-00-42500	Installs	0.00
30-1-00-42600	Oakgrove Road	0.00
30-1-00-42700	Industrial Park Bypass	0.00
30-1-00-51600	Digital Converters	494,914.80
30-1-00-51700	Analog Converters	0.00
30-1-00-51800	Cable Internet Modems	153,884.95
30-1-00-51801	DVR's	136,144.19

BALANCE SHEET

AS OF: DECEMBER 31ST, 2013

230-CABLE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
230-1-00-51900	Strand/Hardware	81,253.29
230-1-00-52100	Riser/Conduits	75,237.56
230-1-00-52200	Installation	2,989,824.53
230-1-00-52300	Packet Cable Modem	0.00
230-1-00-52400	Packet Cable Installation	0.00
230-1-00-52401	Packet Cable Equipment	0.00
230-1-00-57100	Building & Improvements	86,286.68
230-1-00-57200	Office Furniture & Equipment	184,110.26
230-1-00-57300	General Equipment	138,432.60
230-1-00-57400	Land & Land Rights	81,173.50
230-1-00-57500	Vehicles	326,735.20
230-1-00-5900	Accumulated Depreciation	(10,392,325.90)
		<u>8,648,485.95</u>
TOTAL ASSETS		8,648,485.95
=====		
LIABILITIES		
=====		
30-2-00-22100	Accounts Payable	318,426.74
30-2-00-22229	Accrued Interest	84,302.08
30-2-00-22300	Accrued Payroll	21,857.02
30-2-00-22302	Accrued Vacation	55,669.42
30-2-00-22303	Accrued Sick - Current	15,337.67
30-2-00-22305	Accrued Holiday	1,692.35
30-2-00-22700	Refunds & Deposits	15,357.50
30-2-00-22800	Loan - Electric Department	0.00
30-2-00-23001	Accrued Sick - Long Term	61,627.70
30-2-00-23002	Accrued Net Pension Obligation	13,633.15
30-2-00-23003	Accrued Postretirement Benefit	170,855.24
30-2-00-23500	2000 Bonds Payable	0.00
30-2-00-23582	2005 Bonds Payable	5,240,000.00
30-2-00-23600	Commerce Lease Payable	<u>0.80</u>
TOTAL LIABILITIES		<u>5,998,758.87</u>
EQUITY		
=====		
0-3-00-30001	Invested in Capital Assets	1,488,218.99
0-3-00-30002	Restricted for Debt Service	645,899.41
0-3-00-30003	Restricted for Capital Project	0.00
0-3-00-30004	Unrestricted	<u>240,184.29</u>
TOTAL BEGINNING EQUITY		2,374,302.69
TOTAL REVENUE		6,671,893.38
TOTAL EXPENSES		<u>6,396,468.99</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		275,424.39
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>2,649,727.08</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		8,648,485.95
=====		

**City of Poplar Bluff
Subscriber Report**

	1/1/12	1/1/13	12/31/13
Subscriber Summary			
Limited Basic	7,005	6,545	6,271
Expanded Basic	5,811	5,157	5,025
Digital Expanded Basic	1,093	1,061	998
High Definition Digital Basic	349	332	319
HBO	624	500	428
Cinemax	256	199	191
Showtime	279	229	188
Encore	265	240	223
Starz	195	169	153
Residential High Speed Data - 5 MEG	2,081	1,950	1,930
Residential High Speed Data - 10 MEG	814	965	1,060
Residential High Speed Data - 20 MEG	377	519	615
Residential Modem Rental	3,606	3,801	3,998
Business High Speed Data - 5 MEG	155	147	145
Business High Speed Data - 10 MEG	92	109	115
Business High Speed Data - 20 MEG	57	72	82
Business High Speed Data - 30 MEG	6	14	25
Business High Speed Data - 1 MEG Off Peak	0	2	2
Subscribers by Tier of Service			
Limited Basic	1,194	1,388	1,246
Basic + HBO	7	9	9
Basic + Cinemax	9	3	7
Basic + Showtime	5	7	3
Basic + HBO + Cinemax	3	4	3
Basic + HBO + Cinemax + Showtime	0	1	1
Basic + HBO + Showtime	1	0	0
Basic + Cinemax + Showtime	3	1	3
Expanded Basic	4,269	3,773	3,748
Expanded Basic + HBO	236	171	144
Expanded Basic + Cinemax	39	26	31
Expanded Basic + Showtime	30	20	13
Expanded Basic + HBO + Cinemax	15	13	10
Expanded Basic + HBO + Cinemax + Showtime	64	44	40
Expanded Basic + HBO + Showtime	25	17	10
Expanded Basic + Cinemax + Showtime	12	7	5
Digital Expanded Basic	459	470	447
Digital Expanded Basic + Encore	60	62	60
Digital Expanded Basic + HBO	68	57	49
Digital Expanded Basic + Cinemax	6	7	9
Digital Expanded Basic + Showtime	10	8	8
Digital Expanded Basic + HBO + Encore + Starz	19	18	12
Digital Expanded Basic + Showtime + Encore + Starz	8	8	3
Digital Expanded Basic + Cinemax + Encore + Starz	4	3	3
Digital Expanded Basic + HBO + Cinemax + Showtime + Encore + Starz	42	37	33

City of Poplar Bluff
Subscriber Report

	1/1/12	1/1/13	12/31/13
Digital Expanded Basic + Encore + Starz	48	40	41
Digital Expanded Basic + HBO + Showtime	12	10	8
Digital Expanded Basic + HBO + Cinemax	4	5	1
Digital Expanded Basic + HBO + Cinemax + Showtime	4	4	5
High Definition Digital	183	179	178
High Definition Digital + Encore	10	9	10
High Definition Digital + HBO	51	47	47
High Definition Digital + Cinemax	2	2	2
High Definition Digital + Showtime	2	6	2
High Definition Digital + HBO + Encore + Starz	12	9	8
High Definition Digital + Showtime + Encore + Starz	5	7	7
High Definition Digital + Cinemax + Encore + Starz	1	2	0
High Definition Digital + HBO + Cinemax + Showtime + Encore + Starz	34	28	29
High Definition Digital + Encore + Starz	22	17	17
High Definition Digital + HBO + Showtime	13	14	10
High Definition Digital + HBO + Cinemax	5	2	1
High Definition Digital + HBO + Cinemax + Showtime	9	10	8
Total	7,005	6,545	6,271
Residential High Speed Data - (1 MEG 2011, 1 MEG 2012 & 5 MEG 2013)	2,081	1,950	1,930
Residential High Speed Data - (3 MEG 2011, 3 MEG 2012 & 10 MEG 2013)	814	965	1,060
Residential High Speed Data - (5 MEG 2011, 5 MEG 2012 & 10 MEG 2013)	377	519	615
Total	3,272	3,434	3,605
Residential Modem Rental	3,606	3,801	3,998
Business High Speed Data - (1 MEG 2011, 1 MEG 2012 & 5 MEG 2013)	155	147	145
Business High Speed Data - (3 MEG 2011, 3 MEG 2012 & 10 MEG 2013)	92	109	115
Business High Speed Data - (5 MEG 2011, 5 MEG 2012 & 20 MEG 2013)	57	72	82
Business High Speed Data - (10 MEG 2011, 10 MEG 2012 & 30 MEG 2013)	6	14	25
Business High Speed Data - 1 MEG Off Peak	0	2	2
Total	310	344	369

Schedule 3.7(c)
Indebtedness

None.

Schedule 3.9
Absence of Changes

None.

Schedule 3.9(g)
2014 CapEx Budget

Plant Extensions

- a. Budget: \$94,000
- b. Homes Passed: 185
- c. Service Areas: Sunny Valley, Autumn Breeze, Terrell Blvd., County Road 455 Subdivision, Forest Meadows – Back Section of Batson, Wolf Creek off of PP Highway, Century Estates, Red Oak Drive Extension.

Schedule 3.10(a)
Real Property Encumbrances

None.

Schedule 3.10(b)
Leases

None.

Schedule 3.10(c)(ii)
Certain Matters Regarding Leases

None.

Schedule 3.10(d)
Other Material Real Property

1. An easement granted by Michael Scott Hayes to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 9/19/11 consisting of five (5) feet on either side of a line located at 3311 Rhett in the City of Poplar Bluff, Missouri, Section 24, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1032, Page 4303, on 9/26/11.
2. An easement granted by Slug Hefner to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 7/19/06 consisting of five (5) feet on either side of a line located at 3310 Deerhaven in the City of Poplar Bluff, Missouri, Section 25, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1028, Page 4267, on 7/16/07.
3. An easement granted by Christina A. Patty to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 10/17/06 consisting of five (5) feet on either side of a line in the City of Poplar Bluff, Missouri, Section 25, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1028, Page 4275, on 7/16/07.
4. An easement granted by Rick Allison to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 7/15/13 consisting of five (5) feet on either side of a line located at 4403 PP Highway in the City of Poplar Bluff, Missouri, Section 36, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1034, Page 2068, on 4/22/13.
5. An easement granted by Anthony Higgs to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 6/10/11 consisting of five (5) feet on either side of a line located at 49 PP Highway in the City of Poplar Bluff, Missouri, Section 36, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1032, Page 2690, on 6/20/11.
6. An easement granted by Anthony and Delinda Pursell to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 6/21/13 consisting of five (5) feet on either side of a line located at 277 Estates Lake Drive in the City of Poplar Bluff, Missouri, Section 36, Township 25N, Range 5E, recoded in Butler County, Missouri, Book 1034, Page 3319, on 7/1/13.
7. An easement granted by Ronald Pratt to the Seller for the construction, operation, and maintenance of fiber optic and cable TV lines dated 5/12/09 consisting of five (5) on either side of a line located at 1710 Township Line Road in the City of Poplar Bluff, Missouri, Section 6, Township 24N, Range 6E, recoded in Butler County, Missouri, Book 1030, Page 2438, on 5/18/09.

Schedule 3.13
Contracts

1. A franchise agreement dated February 20, 2001, allowing Seller to provide cable service in the City of Poplar Bluff, Missouri.
2. A video service authorization dated June 4, 2008, issued to Seller by the Public Service Commission of the State of Missouri allowing the Seller to provide cable service in Butler County, Missouri.
3. A licensing agreement for pole attachments between Seller and Ozark Border Electric Membership Cooperative dated June 24, 2002.
4. Collective bargaining agreement between Seller and the International Union of Operating Engineers, Local 148, effective as of January 1, 2013.
5. Dark Fiber Use Agreement between Seller and Poplar Bluff School District dated 7/24/07.
6. Technical Support Agreement between Seller and Enhanced Telecommunications, Inc. dated 10/28/02.
7. Fiber Exchange IRU agreement between Seller and Sho-Me Technologies, LLC dated 1/7/12.
8. American Registry for Internet Numbers, LTD. Service Agreement between Seller and the American Registry for Internet Numbers dated 3/10/11.
9. Hotel Service Contract Agreement between Seller and Comfort Inn dated 8/1/10.
10. Hotel Service Contract Agreement between Seller and Holiday Inn dated 8/1/10.
11. Hotel Service Contract Agreement between Seller and Super 8 Motel dated 8/1/10.
12. Data Transport Service Agreement between Seller and Charter Fiberlink-Missouri, LLC, dated 2/23/10.
13. Data Transport Service Agreement between Seller and Nitel dated 2/23/10.
14. Data Transport Service Agreement between Seller and Nitel dated 8/18/11.
15. Data Transport Service Agreement between Seller and ACC Business dated 10/24/11.
16. Programming agreement between Seller and the National Cable Television Cooperative, Inc., as amended.

Schedule 3.14
Insurance

Policy Number	Type of Insurance	Insurer	Coverage Amount	Retroactive Date	Expiration Date	Risks Insured
[]	General Liability	Hartford Insurance Company of the Midwest	\$2,000,000	1/1/2014	1/1/2015	(1) Damage to rented premises (2) Medical expenses (3) Personal & advanced injury (4) Products
[]	Workers Compensation & Employers' Liability	" "	\$1,000,000	" "	" "	(1) Accident (2) Disease

Schedule 3.15(a)
Employee Benefit Plans

Employees of Seller participate in the Missouri Local Government Employees Retirement System ("LAGERS") plan with an effective date of 8/28/03.

Schedule 3.15(e)
Employee Benefit Plans (Acceleration)

None.

Schedule 3.15(f)
409A Plans

None.

Schedule 3.17(a)
Litigation

None.

Schedule 3.18(b)
Legal Compliance

1. See the state video service authorizations identified in Schedule 1.1(g). State video service authorizations do not expire and do not require state or local approval to be transferred.

Schedule 3.18(b)(i)
Franchises & Licenses (Exceptions)

None.

Schedule 3.18(c)
Service Areas Without Franchise Agreements

None.

Schedule 3.19(a)¹
Intellectual Property

[].

¹ NTD: Domain names to be added.

Schedule 3.21(a)
Employees

1. David L. Presley, City of Poplar Bluff, Technical Manager
2. Kent R. Eyler, City of Poplar Bluff, Cable Tech Level II
3. Troy L. Fowler, City of Poplar Bluff, Warehouse Coordinator
4. Roger Jenkins, City of Poplar Bluff, Cable Tech Level I
5. Thomas Hutcheson, City of Poplar Bluff, Installer Tech
6. Michael Pry, City of Poplar Bluff, Systems Administrator/Studio Tech
7. Kevon Ferguson, City of Poplar Bluff, Cable Tech Level I
8. Gary Davis, City of Poplar Bluff, Sales and Marketing Representative
9. Mathew Hayes, City of Poplar Bluff, Installer Tech
10. Scott Pigmon, City of Poplar Bluff, Assistant System Administrator/Studio Tech
11. J. Michael Woodruff, City of Poplar Bluff, Chief Technician

Schedule 3.21(b)
Employment Contracts, Severance, Change of Control Benefits

None.

Schedule 3.23
Relationships with Related Persons

None.

Schedule 3.24
Brokers or Finders

1. Seller has entered into a professional services arrangement with Rural Broadband, LLC, with offices located at 15 Lake Street, Suite 270, Savannah, Georgia 31411, dated 11/18/13. Compensation for professional service rendered by Rural Broadband, LLC to Seller shall remain the sole responsibility of Seller.

Schedule 3.25(a)
Must-Carry Retransmission Agreements

1. AETN, Election of Must-Carry Status, Effective 8/18/11.
2. WPSD, Election of Must-Carry Status, Effective 8/25/11.
3. WSIL, Election of Must-Carry Status, Effective 9/27/11.
4. KAIT, Analog and Digital Retransmission Consent Agreement, dated 9/26/05, as amended.
5. KMOV, Retransmission Consent Agreement, dated 12/4/08, as amended.
6. KSDK, Retransmission Consent Agreement, dated 1/1/12.
7. KFVS, WQQW, KAIT, pursuant to the Retransmission Consent Agreement with Raycom Media, Inc. dated 1/1/12.
8. KBSI, WDKA, pursuant to the Retransmission Consent Agreement with Sinclair Television Group, Inc. dated 11/1/11.

Schedule 3.25(b)
FCC Compliance

None.

Schedule 3.25(c)
FCC Information

None.

Schedule 3.26(a)
System Information

1. 12/31/13 subscriber report is attached.²
2. The bandwidth of the System is 5 to 870 MHz delivered from one (1) master headend.
3. Homes Passed and Two-Way Homes Passed: 15,500
4. Fully Completed Two-Way Plant Miles:
 - a. Aerial – 226
 - b. Underground – 40
 - c. Total - 266
5. Telephone Lines: None.

² NTD: Under review by Purchaser.

**City of Poplar Bluff
Subscriber Report**

12/31/13

Subscriber Summary

Limited Basic	6,271
Expanded Basic	5,025
Digital Expanded Basic	998
High Definition Digital Basic	319
HBO	428
Cinemax	191
Showtime	188
Encore	223
Starz	153
Residential High Speed Data - 5 MEG	1,930
Residential High Speed Data - 10 MEG	1,060
Residential High Speed Data - 20 MEG	615
Residential Modem Rental	3,998
Business High Speed Data - 5 MEG	145
Business High Speed Data - 10 MEG	115
Business High Speed Data - 20 MEG	82
Business High Speed Data - 30 MEG	25
Business High Speed Data - 1 MEG Off Peak	2

Subscribers by Tier of Service

Limited Basic	1,246
Basic + HBO	9
Basic + Cinemax	7
Basic + Showtime	3
Basic + HBO + Cinemax	3
Basic + HBO + Cinemax + Showtime	1
Basic + HBO + Showtime	0
Basic + Cinemax + Showtime	3
Expanded Basic	3,748
Expanded Basic + HBO	144
Expanded Basic + Cinemax	31
Expanded Basic + Showtime	13
Expanded Basic + HBO + Cinemax	10
Expanded Basic + HBO + Cinemax + Showtime	40
Expanded Basic + HBO + Showtime	10
Expanded Basic + Cinemax + Showtime	5
Digital Expanded Basic	447
Digital Expanded Basic + Encore	60
Digital Expanded Basic + HBO	49
Digital Expanded Basic + Cinemax	9
Digital Expanded Basic + Showtime	8
Digital Expanded Basic + HBO + Encore + Starz	12
Digital Expanded Basic + Showtime + Encore + Starz	3
Digital Expanded Basic + Cinemax + Encore + Starz	3
Digital Expanded Basic + HBO + Cinemax + Showtime + Encore + Starz	33

City of Poplar Bluff
Subscriber Report

	<u>12/31/13</u>
Digital Expanded Basic + Encore + Starz	41
Digital Expanded Basic + HBO + Showtime	8
Digital Expanded Basic + HBO + Cinemax	1
Digital Expanded Basic + HBO + Cinemax + Showtime	5
High Definition Digital	178
High Definition Digital + Encore	10
High Definition Digital + HBO	47
High Definition Digital + Cinemax	2
High Definition Digital + Showtime	2
High Definition Digital + HBO + Encore + Starz	8
High Definition Digital + Showtime + Encore + Starz	7
High Definition Digital + Cinemax + Encore + Starz	0
High Definition Digital + HBO + Cinemax + Showtime + Encore + Starz	29
High Definition Digital + Encore + Starz	17
High Definition Digital + HBO + Showtime	10
High Definition Digital + HBO + Cinemax	1
High Definition Digital + HBO + Cinemax + Showtime	8
Total	<u>6,271</u>
Residential High Speed Data - (1 MEG 2011, 1 MEG 2012 & 5 MEG 2013)	1,930
Residential High Speed Data - (3 MEG 2011, 3 MEG 2012 & 10 MEG 2013)	1,060
Residential High Speed Data - (5 MEG 2011, 5 MEG 2012 & 10 MEG 2013)	615
Total	<u>3,605</u>
Residential Modem Rental	3,998
Business High Speed Data - (1 MEG 2011, 1 MEG 2012 & 5 MEG 2013)	145
Business High Speed Data - (3 MEG 2011, 3 MEG 2012 & 10 MEG 2013)	115
Business High Speed Data - (5 MEG 2011, 5 MEG 2012 & 20 MEG 2013)	82
Business High Speed Data - (10 MEG 2011, 10 MEG 2012 & 30 MEG 2013)	25
Business High Speed Data - 1 MEG Off Peak	2
Total	<u>369</u>

Schedule 3.26(b)
Subscriber Information

1. As of December 31, 2013, the aggregate number of RGUs was no less than (and was approximately equal to) 9,911³
2. As of December 31, 2013, the aggregate number of HSI Subscribers was no less than (and was approximately equal to) [_____].
3. As of December 31, 2013, the aggregate number of Subscribers (including Basic Subscribers and EBU's other than HSI EBU's) was no less than (and was approximately equal to) [_____].

³ NTD: To be discussed.

Schedule 3.26(c)
Plant Miles, Homes Passed, and Two-Way Homes Passed Information

1. The number of Homes Passed and Two-Way Homes Passed is not less than: 15,500
2. The number of Fully Completed Two-Way Plant Miles of the System is not greater than:
 - a. Aerial – 226
 - b. Underground – 40
 - c. Total - 266

Schedule 3.26(d)
Rates Schedule & Channel Lineup

1. See Seller rate card attached.
2. See Seller channel lineup attached.

City of Poplar Bluff**Video and Data Services Rate Card**

High Definition Digital + Encore + Starz	\$80.75
High Definition Digital + HBO + Showtime	\$93.90
High Definition Digital + HBO + Cinemax	\$93.40
High Definition Digital + HBO + Cinemax + Showtime	\$103.98

Data Services Tier**2013****Residential**

Residential High Speed Data - 5 MEG	\$29.95
Residential High Speed Data - 10 MEG	\$39.95
Residential High Speed Data - 20 MEG	\$49.95
Residential Modem Rental	\$5.00

Business

Business High Speed Data - 5 MEG	\$54.95
Business High Speed Data - 10 MEG	\$69.95
Business High Speed Data - 20 MEG	\$99.95
Business High Speed Data - 30 MEG	\$99.95

CHANNEL LINE-UP

Set-Top Ch	Station ID	Channel Name	Set-Top Ch	Station ID	Channel Name	Set-Top Ch	Station ID	Channel Name	Set-Top Ch	Station ID	Channel Name
1	LOCAL	Local Community	141	MTV2	MTV 2	703	EPN4	ESPN Game Plan PPV 4	900	INB	IN Demand Barker
2	KPOB	ABC 15 Poplar Bluff	144	WHIC	VH1 Classics	704	EPN5	ESPN Game Plan PPV 5	901	MC01	Hill List
3	KMOV	CBS 4 St. Louis	148	NKJR	Nick JR.	705	EPN6	ESPN Game Plan PPV 6	902	MC02	Pop Rhythmic
4	KSDK	CBS 4 St. Louis	149	NKTK	Teen Nick	706	EPN7	ESPN Game Plan PPV 7	903	MC03	Dance/EDM
5	KSDK	CBS 4 St. Louis	150	NKTK	Nickelodeon Nicktoons	707	EPN8	ESPN Game Plan PPV 8	904	MC04	New Music 181
6	WPSD	CW Cape Girardeau	151	NKTK	Nickelodeon Nicktoons	708	EPN9	ESPN Game Plan PPV 9	905	MC05	Hip Hop R&B
7	KAT	CW Cape Girardeau	152	NKTK	Nickelodeon Nicktoons	709	EPN10	ESPN Game Plan PPV 10	906	MC06	Hip Hop Classics
8	KAT	CW Cape Girardeau	153	NKTK	Nickelodeon Nicktoons	710	EPN11	ESPN Game Plan PPV 11	907	MC07	Throwback Jazz
9	KAT	CW Cape Girardeau	154	NKTK	Nickelodeon Nicktoons	711	EPN12	ESPN Game Plan PPV 12	908	MC08	R&B Classics
10	KAT	CW Cape Girardeau	155	NKTK	Nickelodeon Nicktoons	712	EPN13	ESPN Game Plan PPV 13	909	MC09	R&B Soul
11	KAT	CW Cape Girardeau	156	NKTK	Nickelodeon Nicktoons	713	EPN14	ESPN Game Plan PPV 14	910	MC10	Gospel
12	KAT	CW Cape Girardeau	157	NKTK	Nickelodeon Nicktoons	714	EPN15	ESPN Game Plan PPV 15	911	MC11	Reggae
13	KAT	CW Cape Girardeau	158	NKTK	Nickelodeon Nicktoons	715	EPN16	ESPN Game Plan PPV 16	912	MC12	Rock
14	KAT	CW Cape Girardeau	159	NKTK	Nickelodeon Nicktoons	716	EPN17	ESPN Game Plan PPV 17	913	MC13	Rock
15	KAT	CW Cape Girardeau	160	NKTK	Nickelodeon Nicktoons	717	EPN18	ESPN Game Plan PPV 18	914	MC14	Metal
16	KAT	CW Cape Girardeau	161	NKTK	Nickelodeon Nicktoons	718	EPN19	ESPN Game Plan PPV 19	915	MC15	Alternative
17	KAT	CW Cape Girardeau	162	NKTK	Nickelodeon Nicktoons	719	EPN20	ESPN Game Plan PPV 20	916	MC16	Adult Alternative
18	KAT	CW Cape Girardeau	163	NKTK	Nickelodeon Nicktoons	720	EPN21	ESPN Game Plan PPV 21	917	MC17	Rock Hits
19	KAT	CW Cape Girardeau	164	NKTK	Nickelodeon Nicktoons	721	EPN22	ESPN Game Plan PPV 22	918	MC18	Classic Rock
20	KAT	CW Cape Girardeau	165	NKTK	Nickelodeon Nicktoons	722	EPN23	ESPN Game Plan PPV 23	919	MC19	Soft Rock
21	KAT	CW Cape Girardeau	166	NKTK	Nickelodeon Nicktoons	723	EPN24	ESPN Game Plan PPV 24	920	MC20	Love Songs
22	KAT	CW Cape Girardeau	167	NKTK	Nickelodeon Nicktoons	724	EPN25	ESPN Game Plan PPV 25	921	MC21	Pop Hits
23	KAT	CW Cape Girardeau	168	NKTK	Nickelodeon Nicktoons	725	EPN26	ESPN Game Plan PPV 26	922	MC22	Party Favorites
24	KAT	CW Cape Girardeau	169	NKTK	Nickelodeon Nicktoons	726	EPN27	ESPN Game Plan PPV 27	923	MC23	Teen MC
25	KAT	CW Cape Girardeau	170	NKTK	Nickelodeon Nicktoons	727	EPN28	ESPN Game Plan PPV 28	924	MC24	Kids Only
26	KAT	CW Cape Girardeau	171	NKTK	Nickelodeon Nicktoons	728	EPN29	ESPN Game Plan PPV 29	925	MC25	Toddler Tunes
27	KAT	CW Cape Girardeau	172	NKTK	Nickelodeon Nicktoons	729	EPN30	ESPN Game Plan PPV 30	926	MC26	Y2K
28	KAT	CW Cape Girardeau	173	NKTK	Nickelodeon Nicktoons	730	EPN31	ESPN Game Plan PPV 31	927	MC27	90's
29	KAT	CW Cape Girardeau	174	NKTK	Nickelodeon Nicktoons	731	EPN32	ESPN Game Plan PPV 32	928	MC28	80's
30	KAT	CW Cape Girardeau	175	NKTK	Nickelodeon Nicktoons	732	EPN33	ESPN Game Plan PPV 33	929	MC29	70's
31	KAT	CW Cape Girardeau	176	NKTK	Nickelodeon Nicktoons	733	EPN34	ESPN Game Plan PPV 34	930	MC30	Solid Gold Oldies
32	KAT	CW Cape Girardeau	177	NKTK	Nickelodeon Nicktoons	734	EPN35	ESPN Game Plan PPV 35	931	MC31	Pop Country
33	KAT	CW Cape Girardeau	178	NKTK	Nickelodeon Nicktoons	735	EPN36	ESPN Game Plan PPV 36	932	MC32	Country Hits
34	KAT	CW Cape Girardeau	179	NKTK	Nickelodeon Nicktoons	736	EPN37	ESPN Game Plan PPV 37	933	MC33	Country Hits
35	KAT	CW Cape Girardeau	180	NKTK	Nickelodeon Nicktoons	737	EPN38	ESPN Game Plan PPV 38	934	MC34	Classic Country
36	KAT	CW Cape Girardeau	181	NKTK	Nickelodeon Nicktoons	738	EPN39	ESPN Game Plan PPV 39	935	MC35	Christian
37	KAT	CW Cape Girardeau	182	NKTK	Nickelodeon Nicktoons	739	EPN40	ESPN Game Plan PPV 40	936	MC36	Pop Latino
38	KAT	CW Cape Girardeau	183	NKTK	Nickelodeon Nicktoons	740	EPN41	ESPN Game Plan PPV 41	937	MC37	Musica Urbana
39	KAT	CW Cape Girardeau	184	NKTK	Nickelodeon Nicktoons	741	EPN42	ESPN Game Plan PPV 42	938	MC38	Mexicana
40	KAT	CW Cape Girardeau	185	NKTK	Nickelodeon Nicktoons	742	EPN43	ESPN Game Plan PPV 43	939	MC39	Tropicales
41	KAT	CW Cape Girardeau	186	NKTK	Nickelodeon Nicktoons	743	EPN44	ESPN Game Plan PPV 44	940	MC40	Remixes of the Season
42	KAT	CW Cape Girardeau	187	NKTK	Nickelodeon Nicktoons	744	EPN45	ESPN Game Plan PPV 45	941	MC41	State and Screen
43	KAT	CW Cape Girardeau	188	NKTK	Nickelodeon Nicktoons	745	EPN46	ESPN Game Plan PPV 46	942	MC42	Sountracks
44	KAT	CW Cape Girardeau	189	NKTK	Nickelodeon Nicktoons	746	EPN47	ESPN Game Plan PPV 47	943	MC43	Smooth Jazz
45	KAT	CW Cape Girardeau	190	NKTK	Nickelodeon Nicktoons	747	EPN48	ESPN Game Plan PPV 48	944	MC44	Jazz
46	KAT	CW Cape Girardeau	191	NKTK	Nickelodeon Nicktoons	748	EPN49	ESPN Game Plan PPV 49	945	MC45	Blues
47	KAT	CW Cape Girardeau	192	NKTK	Nickelodeon Nicktoons	749	EPN50	ESPN Game Plan PPV 50	946	MC46	Singers & Swing
48	KAT	CW Cape Girardeau	193	NKTK	Nickelodeon Nicktoons	750	EPN51	ESPN Game Plan PPV 51	947	MC47	Easy Listening
49	KAT	CW Cape Girardeau	194	NKTK	Nickelodeon Nicktoons	751	EPN52	ESPN Game Plan PPV 52	948	MC48	Classical Masterpieces
50	KAT	CW Cape Girardeau	195	NKTK	Nickelodeon Nicktoons	752	EPN53	ESPN Game Plan PPV 53	949	MC49	Light Classical
51	KAT	CW Cape Girardeau	196	NKTK	Nickelodeon Nicktoons	753	EPN54	ESPN Game Plan PPV 54	950	MC50	
52	KAT	CW Cape Girardeau	197	NKTK	Nickelodeon Nicktoons	754	EPN55	ESPN Game Plan PPV 55			
53	KAT	CW Cape Girardeau	198	NKTK	Nickelodeon Nicktoons	755	EPN56	ESPN Game Plan PPV 56			
54	KAT	CW Cape Girardeau	199	NKTK	Nickelodeon Nicktoons	756	EPN57	ESPN Game Plan PPV 57			
55	KAT	CW Cape Girardeau	200	NKTK	Nickelodeon Nicktoons	757	EPN58	ESPN Game Plan PPV 58			
56	KAT	CW Cape Girardeau	201	NKTK	Nickelodeon Nicktoons	758	EPN59	ESPN Game Plan PPV 59			
57	KAT	CW Cape Girardeau	202	NKTK	Nickelodeon Nicktoons	759	EPN60	ESPN Game Plan PPV 60			
58	KAT	CW Cape Girardeau	203	NKTK	Nickelodeon Nicktoons	760	EPN61	ESPN Game Plan PPV 61			
59	KAT	CW Cape Girardeau	204	NKTK	Nickelodeon Nicktoons	761	EPN62	ESPN Game Plan PPV 62			
60	KAT	CW Cape Girardeau	205	NKTK	Nickelodeon Nicktoons	762	EPN63	ESPN Game Plan PPV 63			
61	KAT	CW Cape Girardeau	206	NKTK	Nickelodeon Nicktoons	763	EPN64	ESPN Game Plan PPV 64			
62	KAT	CW Cape Girardeau	207	NKTK	Nickelodeon Nicktoons	764	EPN65	ESPN Game Plan PPV 65			
63	KAT	CW Cape Girardeau	208	NKTK	Nickelodeon Nicktoons	765	EPN66	ESPN Game Plan PPV 66			
64	KAT	CW Cape Girardeau	209	NKTK	Nickelodeon Nicktoons	766	EPN67	ESPN Game Plan PPV 67			
65	KAT	CW Cape Girardeau	210	NKTK	Nickelodeon Nicktoons	767	EPN68	ESPN Game Plan PPV 68			
66	KAT	CW Cape Girardeau	211	NKTK	Nickelodeon Nicktoons	768	EPN69	ESPN Game Plan PPV 69			
67	KAT	CW Cape Girardeau	212	NKTK	Nickelodeon Nicktoons	769	EPN70	ESPN Game Plan PPV 70			
68	KAT	CW Cape Girardeau	213	NKTK	Nickelodeon Nicktoons	770	EPN71	ESPN Game Plan PPV 71			
69	KAT	CW Cape Girardeau	214	NKTK	Nickelodeon Nicktoons	771	EPN72	ESPN Game Plan PPV 72			
70	KAT	CW Cape Girardeau	215	NKTK	Nickelodeon Nicktoons	772	EPN73	ESPN Game Plan PPV 73			
71	KAT	CW Cape Girardeau	216	NKTK	Nickelodeon Nicktoons	773	EPN74	ESPN Game Plan PPV 74			
72	KAT	CW Cape Girardeau	217	NKTK	Nickelodeon Nicktoons	774	EPN75	ESPN Game Plan PPV 75			
73	KAT	CW Cape Girardeau	218	NKTK	Nickelodeon Nicktoons	775	EPN76	ESPN Game Plan PPV 76			
74	KAT	CW Cape Girardeau	219	NKTK	Nickelodeon Nicktoons	776	EPN77	ESPN Game Plan PPV 77			
75	KAT	CW Cape Girardeau	220	NKTK	Nickelodeon Nicktoons	777	EPN78	ESPN Game Plan PPV 78			
76	KAT	CW Cape Girardeau	221	NKTK	Nickelodeon Nicktoons	778	EPN79	ESPN Game Plan PPV 79			
77	KAT	CW Cape Girardeau	222	NKTK	Nickelodeon Nicktoons	779	EPN80	ESPN Game Plan PPV 80			
78	KAT	CW Cape Girardeau	223	NKTK	Nickelodeon Nicktoons	780	EPN81	ESPN Game Plan PPV 81			
79	KAT	CW Cape Girardeau	224	NKTK	Nickelodeon Nicktoons	781	EPN82	ESPN Game Plan PPV 82			
80	KAT	CW Cape Girardeau	225	NKTK	Nickelodeon Nicktoons	782	EPN83	ESPN Game Plan PPV 83			
81	KAT	CW Cape Girardeau	226	NKTK	Nickelodeon Nicktoons	783	EPN84	ESPN Game Plan PPV 84			
82	KAT	CW Cape Girardeau	227	NKTK	Nickelodeon Nicktoons	784	EPN85	ESPN Game Plan PPV 85			
83	KAT	CW Cape Girardeau	228	NKTK	Nickelodeon Nicktoons	785	EPN86	ESPN Game Plan PPV 86			
84	KAT	CW Cape Girardeau	229	NKTK	Nickelodeon Nicktoons	786	EPN87	ESPN Game Plan PPV 87			
85	KAT	CW Cape Girardeau	230	NKTK	Nickelodeon Nicktoons	787	EPN88	ESPN Game Plan PPV 88			
86	KAT	CW Cape Girardeau	231	NKTK	Nickelodeon Nicktoons	788	EPN89	ESPN Game Plan PPV 89			
87	KAT	CW Cape Girardeau	232	NKTK	Nickelodeon Nicktoons	789	EPN90	ESPN Game Plan PPV 90			
88	KAT	CW Cape Girardeau	233	NKTK	Nickelodeon Nicktoons	790	EPN91	ESPN Game Plan PPV 91			
89	KAT	CW Cape Girardeau	234	NKTK	Nickelodeon Nicktoons	791	EPN92	ESPN Game Plan PPV 92			
90	KAT	CW Cape Girardeau	235	NKTK	Nickelodeon Nicktoons	792	EPN93	ESPN Game Plan PPV 93			
91	KAT	CW Cape Girardeau	236	NKTK	Nickelodeon Nicktoons	793	EPN94	ESPN Game Plan PPV 94			
92	KAT	CW Cape Girardeau	237	NKTK	Nickelodeon Nicktoons	794	EPN95	ESPN Game Plan PPV 95			
93	KAT	CW Cape Girardeau	238	NKTK	Nickelodeon Nicktoons	795	EPN96	ESPN Game Plan PPV 96			
94	KAT	CW Cape Girardeau	239	NKTK	Nickelodeon Nicktoons	796	EPN97	ESPN Game Plan PPV 97			
95	KAT	CW Cape Girardeau	240	NKTK	Nickelodeon Nicktoons	797	EPN98	ESPN Game Plan PPV 98			
96	KAT	CW Cape Girardeau	241	NKTK	Nickelodeon Nicktoons	798	EPN99	ESPN Game Plan PPV 99			
97	KAT	CW Cape Girardeau	242	NKTK	Nickelodeon Nicktoons	799	EPN100	ESPN Game Plan PPV 100			
98	KAT	CW Cape Girardeau	243	NKTK	Nickelodeon Nicktoons	800	EPN101	ESPN Game Plan PPV 101			
99	KAT	CW Cape Girardeau	244	NKTK	Nickelodeon Nicktoons	801	EPN102	ESPN Game Plan PPV 102			
100	KAT	CW Cape Girardeau	245	NKTK	Nickelodeon Nicktoons	802	EPN103	ESPN Game Plan PPV 103			
101	KAT	CW Cape Girardeau	246	NKTK	Nickelodeon Nicktoons	803	EPN104	ESPN Game Plan PPV 104			
102	KAT	CW Cape Girardeau	247	NKTK	Nickelodeon Nicktoons	804	EPN105	ESPN Game Plan PPV 105			
103	KAT	CW Cape Girardeau	248	NKTK	Nickelodeon Nicktoons	805	EPN106	ESPN Game Plan PPV 106			
104	KAT	CW Cape Girardeau	249	NKTK	Nickelodeon Nicktoons	806	EPN107	ESPN Game Plan PPV 107			
105	KAT	CW Cape Girardeau	250	NKTK	Nickelodeon Nicktoons	807	EPN108	ESPN Game Plan PPV 108			
106	KAT	CW Cape Girardeau	251	NKTK	Nickelodeon Nicktoons	808	EPN109	ESPN Game Plan PPV 109			
107	KAT	CW Cape Girardeau	252	NKTK	Nickelodeon Nicktoons	809	EPN110	ESPN Game Plan PPV 110			
108	KAT	CW Cape Girardeau	253	NKTK	Nickelodeon Nicktoons	810	EPN111	ESPN Game Plan PPV 111			
109	KAT	CW Cape Girardeau	254	NKTK	Nickelodeon Nicktoons	811	EPN112	ESPN Game Plan PPV 112			
110	KAT	CW Cape Girardeau	255	NKTK	Nickelodeon Nicktoons	812	EPN113	ESPN Game Plan PPV 113			
111	KAT	CW Cape Girardeau	256	NKTK	Nickelodeon Nicktoons	813	EPN114	ESPN Game Plan PPV 114			
112	KAT	CW Cape Girardeau	257	NKTK	Nickelodeon Nicktoons	814	EPN115	ESPN Game Plan PPV 115			
113	KAT	CW Cape Girardeau	258	NKTK	Nickelodeon Nicktoons	815	EPN116	ESPN Game Plan PPV 116			
114	KAT	CW Cape Girardeau	259	NKTK	Nickelodeon Nicktoons	816	EPN117	ESPN Game Plan PPV 117			
115	KAT	CW Cape Girardeau	260	NKTK	Nickelodeon Nicktoons	817	EPN118	ESPN Game Plan PPV 118			
116	KAT	CW Cape Girardeau	261	NKTK	Nickelodeon Nicktoons	818	EPN119	ESPN Game Plan PPV 119			
117	KAT	CW Cape Girardeau	262	NKTK	Nickelodeon Nicktoons	819	EPN120	ESPN Game Plan PPV 120			
118	KAT	CW Cape Girardeau	263	NKTK	Nickelodeon Nicktoons	820	EPN121	ESPN Game Plan PPV 121			
119	KAT	CW Cape Girardeau									

Schedule 3.27
Bonds; Letters of Credit

None.

Schedule 3.28
Suppliers

[]⁴

Schedule 7.2(h)
Discounts

[]⁵

⁵ NTD: Please provide.

Schedule 7.10
Surveyed Property

1. A building located at 3000 N. Westwood Boulevard, Poplar Bluff, Missouri, Butler County Parcel Number: 08-09-29.0-001-005-013.00, containing 12,200 square feet of frame construction with a brick finish, a concrete parking lot of approximately 16,800 square feet, and 1.6 acres.

Schedule 8.3(a)
Indemnification

None.

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is made and entered into as of March 31, 2014 ("Effective Date"), by and between the City of Poplar Bluff, Missouri, a Missouri municipal corporation ("Seller"), on the one hand, and Telecommunications Management, LLC, a Missouri limited liability company (the "Purchaser"), on the other hand. The Seller and the Purchaser are each referred to herein as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Seller and the Purchaser are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, the "Purchase Agreement"), pursuant to which, among other things, the Seller is selling to Purchaser the Purchased Assets, including substantially all of the assets primarily related to the Business on the terms and conditions set forth therein; and

WHEREAS, the Seller has agreed to provide to the Purchaser, and the Purchaser has agreed to provide to the Seller, from and after the Effective Date, certain transition services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser hereby agree as follows:

1. Transition Services to be Provided by the Seller.

(a) Seller Transition Services. From the Effective Date through the Seller TSA Termination Date (as defined in Section 9(b) below), the Seller shall provide to the Purchaser, on the terms set forth herein, (i) the services listed on Schedule A attached hereto, including services that are ancillary or incidental thereto, to the extent that such services are, immediately prior to the Effective Date, provided to the Business by the Seller or one of its Affiliates, (ii) any other services requested by the Purchaser in writing at any time during the term of this Agreement that were provided by the Seller, either directly or indirectly through Affiliates or unaffiliated third parties, to the Business prior to the Effective Date and (iii) any other services requested by the Purchaser in writing with the consent of the Seller (such services described in clauses (i)-(iii) collectively, the "Seller Transition Services").

(b) Standard of Performance. The Seller shall perform the Seller Transition Services in all cases in a professional and workmanlike manner with at least the same degree of care, skill and diligence with which such services were historically provided by the Seller (either directly or indirectly through Affiliates or unaffiliated third parties) to the Business. The Seller at all times shall maintain sufficient resources to perform its obligations pursuant to this Agreement.

(c) Delegation of Seller Transition Services. The Seller agrees that it may only delegate its responsibilities under this Agreement to a Person and at a cost reasonably acceptable to the Purchaser; provided, that, the Purchaser's consent to such delegation shall not be unreasonably withheld or delayed.

2. Transition Services to be Provided by the Purchaser.

(a) Purchaser Transition Services. From the Effective Date through the Purchaser TSA Termination Date (as defined in Section 9(c) below), the Purchaser shall grant the Seller a non exclusive license for access to, and use and occupancy of, that certain real property located at 3000 N. Westwood Blvd., Poplar Bluff, Missouri 63901 (the "Transferred Real Property"), to be used for its electric service, water service, and sewer service, including management, customer service, billing, and operations support, in a substantially similar manner by the Seller as the Transferred Real Property was used by the Seller immediately prior to the Effective Date (the "Purchaser Transition Services" and, together with the Seller Transition Services, the "Transition Services"). From the Effective Date to the Purchaser TSA Termination Date, Purchaser shall have the right to implement reasonable rules and regulations (the "Transition Rules") to govern the use and occupancy of the Transferred Real Property consistent with past practice. To the extent permitted by law, Seller shall at all times indemnify the Purchaser against all claims arising out of Seller's or its agents' use of the Transferred Real Property. From the Effective Date through the Purchaser TSA Termination Date, Seller shall pay all expenses required to operate the Transferred Real Property, which shall be determined by Purchaser in Purchaser's sole discretion, including real estate taxes, insurance costs, maintenance expenses and utilities expenses. Purchaser shall not have any obligation to improve and maintain the Transferred Real Property.

3. Expenses of the Seller Related to the Seller Transition Services.

(a) Expenses. For Billing and Cash Management Services (as defined in Schedule A attached hereto) and Financial and Accounting Services (as defined in Schedule A attached hereto) and any other Seller Transition Services related to office support functions (collectively, the "Office Support Services"), Purchaser shall pay Seller an aggregate of Fifteen Thousand Dollars (\$15,000) per month from the Effective Date until the earlier of six months from the Effective Date and the date that Purchaser sends notice to Seller (the "Office Support Services Notice") that the Purchaser has terminated such Office Support Services; provided that such reimbursement shall be pro-rated to the extent Purchaser delivers the Office Support Services Notice during such monthly period but prior to the end of such monthly period. After Purchaser provides the Office Support Services Notice, Purchaser shall no longer be required to pay or reimburse Seller for any expenses associated with the Office Support Services. For all other Seller Transition Services listed in Schedule A (other than the Office Support Services and those associated with the Purchaser's use of the towers (the "Tower Services") described in Section VII of Schedule A attached hereto), Purchaser shall reimburse the amount of any actual, reasonable and documented costs and expenses incurred by the Seller or its Affiliates in connection with the provision of the Seller Transition Services (excluding, for the avoidance of doubt, any Office Support Services, fees related to the Tower Services, and any base salary, wages, bonus or other payments made to employees of the Seller or its Affiliates). All costs incurred subject to this Section 3(a) will be consistent with the Seller's reasonable and customary business practices.

(b) Invoices. The Seller shall invoice the Purchaser for such expenses on a monthly basis and, except as otherwise provided in Section 3(c) below, the Purchaser shall pay the Seller within forty-five (45) days after receipt of any invoice. Each billing invoice shall set forth in reasonable detail the applicable Seller Transition Service and associated expenses.

(c) Expense Dispute. If the Purchaser in good faith disputes any charges contained in an invoice, the Purchaser shall promptly submit to the Primary Coordinator of Seller, on behalf of the Seller, written notice of such dispute and may withhold from the Purchaser's payment of the relevant invoice any such disputed amounts (except for applicable Taxes). The Purchaser shall remit to the Seller the invoiced amount minus the amount withheld pursuant to the first sentence of this Section 3(c).

4. Representations, Warranties and Covenants of the Seller.

(a) Representations and Warranties. The Seller hereby represents and warrants to the Purchaser that:

(i) No Conflict. Except as set forth on Schedule 4(a)(i) hereto, the execution and delivery by the Seller of, and the consummation by the Seller of the transactions contemplated by, this Agreement, and compliance with the terms hereof by any Seller, do not and shall not: (i) (A) conflict with or result in a breach of the terms, conditions or provisions of, (B) constitute a default under, (C) give any third party the right to modify, terminate or accelerate any obligation under, or (D) result in a violation of, the Organizational Documents of the Seller, any Laws to which the Seller is subject or any Contract or Order to which the Seller is subject; or (ii) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority pursuant to the charter or organizational documents of the Seller, or any Laws to which the Seller is subject, or any Contract or Order to which the Seller is subject.

(ii) Sufficiency of Seller Transition Services. To the Seller's Knowledge, the Seller Transition Services listed on Schedule A attached hereto, together with any other services that the Purchaser is receiving pursuant to other agreements or arrangements with the Seller, its respective Affiliates, any third party or any employee of the Purchaser, constitute all of the services that will be required by the Purchaser to operate the Business substantially as conducted immediately prior to and as of the Effective Date.

(b) Compliance with Laws. The Seller shall perform or use, as applicable, the Transition Services pursuant to this Agreement in a manner that complies with all applicable Laws, or other actions of any Governmental Authority, that are applicable to the Seller's performance or usage pursuant to this Agreement or to the Transition Services.

5. Representatives.

The Seller and the Purchaser shall each designate, from time to time, a representative to act as the Seller's and the Purchaser's respective primary contact persons to coordinate the provision of all of the Transition Services (collectively, the "Primary Coordinators"). Each Primary Coordinator may designate one or more service coordinators for each specific Transition Service (the "Service Coordinators"). Each Party may treat an act of a Primary Coordinator of another Party as being authorized by such other Party without inquiring behind such act or ascertaining whether such Primary Coordinator had authority to so act, and each Party may treat an act of a Service Coordinator as being authorized by such other Party only to the extent such act is directly related to the Transition Service for which such Service Coordinator has been

designated; provided, however, that no such Primary Coordinator or Service Coordinator has authority to amend this Agreement. The Seller and the Purchaser shall advise each other promptly (and in any event within seven (7) days) in writing of any change in the Primary Coordinators and any Service Coordinator for a particular Transition Service. The Seller and the Purchaser agree that all communications relating to the provision of the Transition Services shall be directed to the Service Coordinators for such Transition Service with copies to the Primary Coordinators.

6. Contract Rights.

From the Effective Date through the Seller TSA Termination Date, the Seller shall, and shall cause its respective Affiliates to, in each case to the extent permitted under the applicable agreement, make available to the Purchaser the benefits obtained by the Seller or its Affiliates, as the case may be, under any other third party purchasing, licensing or services contracts, such as volume purchase arrangements, retained by the Seller. Such contracts shall not be deemed to be Purchaser's contracts or business. At the Purchaser's request, the Seller shall use commercially reasonable efforts to facilitate the Purchaser securing direct contractual relationships with such third parties on terms comparable to those on which any of the Seller or its respective Affiliates receive such products or services.

7. Cooperation.

(a) Cooperation. During the term of this Agreement, the Parties shall use commercially reasonable efforts to cooperate with each other in all matters relating to the provision and receipt of the Transition Services. Such reasonable cooperation shall include exchanging information, providing electronic access to systems used in connection with the Transition Services, performing true-ups and adjustments and using commercially reasonable efforts (including payment of any commercially reasonable fees and expenses) to obtain all consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations hereunder, in each case subject to the restrictions of Section 10 hereof. The Parties shall use commercially reasonable efforts to cooperate with each other in determining the extent to which any Tax is due and owing with respect to the Transition Services and in providing and making available any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party. In addition, from the Effective Date until three (3) months after the Seller TSA Termination Date, the Seller shall offer such reasonable assistance to the Purchaser to transfer responsibility for the provision of Seller Transition Services to the Purchaser or a new provider.

(b) Operational Matters. Without limiting any rights of the Purchaser under the Purchase Agreement, during the term of this Agreement and at the request of the Purchaser, the Seller shall make available to the Purchaser documents and other information relating to the conduct of the Business prior to the Effective Date, or the condition of the premises where the Business was conducted by the Seller prior to the Effective Date, to assist Purchaser in resolving certain operational matters relating to the Business, including present or future regulatory issues or other operational issues relating to the Business.

8. Records.

The Seller shall maintain records in the same manner that it keeps records for itself with respect to other employees. During and following the term of this Agreement, Seller shall reasonably make available to the Purchaser all data, information and other materials within its control that relate to the performance of the Seller Transition Services.

9. Term; Termination.

(a) Partial Termination of Seller Transition Services. Each Seller Transition Service shall terminate at the end of the time period as set forth on Schedule A for such service. In addition, the Purchaser may terminate the provision of any Seller Transition Service (in whole or in part) five (5) days following the date upon which the Purchaser notifies the Seller in writing that the Purchaser no longer requires the Seller to provide such Seller Transition Service or such shorter period of time as the Purchaser may determine with the consent of Seller, which consent shall not be unreasonably withheld or delayed; provided, that, at any time prior to the Seller TSA Termination Date, the Purchaser may withdraw its request to terminate such Seller Transition Service. Any election to terminate any Seller Transition Service or a portion thereof shall not relieve the Seller of its continuing duty to provide those Seller Transition Services or portions thereof that have not been terminated.

(b) Complete Termination of Seller Transition Services. The provision of Seller Transition Services shall commence on the Effective Date and shall terminate upon the earliest to occur of the following (the "Seller TSA Termination Date"):

(i) Nine (9) months after the Closing Date, as such date may be extended pursuant to Section 9(d) below; provided that the Tower Services may extend for five years as set forth in Schedule A;

(ii) five days following the date upon which Purchaser notifies the Seller in writing that the Purchaser no longer requires the Seller to provide any Seller Transition Services;

(iii) 30 days following the date upon which the Seller provides notice to the Purchaser that the Purchaser has failed to pay expenses ("Failure to Pay") under this Agreement (it being understood that a good faith dispute by the Purchaser in accordance with the provisions of Section 3(c) hereof shall not constitute a Failure to Pay) if Purchaser has not cured such failure within such 30 day period; and

(iv) such other date as the Parties may mutually determine.

(c) Termination of Purchaser Transition Services. The provision of Purchaser Transition Services shall commence on the Effective Date and shall terminate upon the earliest to occur of the following (the "Purchaser TSA Termination Date"):

(i) Nine (9) months after the Closing Date, as such date may be extended pursuant to Section 9(d) below;

(ii) five days following the date upon which the Seller notifies the Purchaser

in writing that the Seller no longer requires the Purchaser to provide any Purchaser Transition Services;

(iii) 30 days following the date upon which the Seller receives notice from Purchaser of a breach of this Agreement, if Seller has not cured such breach within such 30 day period. A breach shall include, without limitation, failure to pay Pro-Rata Expenses or failure to comply with Transition Rules.

(iv) such other date as the Parties may mutually determine.

(d) Extension. This Agreement may be extended by the Parties upon the consent of both the Purchaser and the Seller, either in whole or with respect to one or more of the Transition Services.

(e) Effect of Termination or Expiration. Upon termination or expiration of this Agreement for any reason, the Seller shall deliver to the Purchaser all records and other information pertaining to any matters for which the Seller was providing Seller Transition Services to the Purchaser hereunder; provided, however, the Seller may retain copies of such records and information to the extent necessary for accounting, tax reporting, compliance with the Seller's document retention policies or other legitimate business purposes, subject to the requirements of Section 10 hereof. The Seller acknowledges and agrees that after partial termination of this Agreement by the Purchaser with respect to any particular Seller Transition Service, the Purchaser shall not have any expense payment obligations pursuant to Section 3 hereof with respect to such Seller Transition Service performed after the effective date of such termination and that a partial termination of this Agreement by the Purchaser with respect to any particular Seller Transition Service will not affect the Seller's obligation to perform any other Seller Transition Services hereunder.

(f) Survival. Section 7(a), Section 8 (Audit Rights), Section 9(e) (Effect of Termination or Expiration), Section 9(f) (Survival), Section 10 (Confidentiality), Section 11 (Remedies) and Section 12 (Miscellaneous) shall survive termination or expiration of this Agreement.

10. Confidentiality.

The Parties' obligations of confidentiality related to Transition Services shall be subject to and controlled by the provisions of Section 7.20 of the Purchase Agreement.

11. Remedies.

Because of the special nature of the Seller Transition Services and the disruption to Purchaser that could ensue from the Seller's failure in breach of this Agreement to provide any of the Seller Transition Services to the Purchaser, the Parties agree that the Purchaser would be irreparably harmed by any such failure. For these reasons, the Seller agrees that the Purchaser shall be entitled to injunctive relief, including the Seller's specific performance of its obligations under this Agreement, in addition to all other remedies available to the Purchaser in law or at equity or otherwise, for any such breach.

12. Miscellaneous.

(a) Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived in a writing signed by both Purchaser and Seller. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend, waive or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(b) Notices. All notices, requests and other communications hereunder will be deemed to have been duly given only if delivered personally or by an established express delivery company such as UPS or Federal Express or mailed (U.S. certified mail postage prepaid) to the parties at the following addresses or facsimile numbers:

Notices to the Seller:

City of Poplar Bluff
101 Oak Street
Poplar Bluff, Missouri 63901
Attn: Doug Bagby, City Manager

and with a copy to (which shall not constitute notice):

Duncan & Pierce
1900 Northwood Drive
Poplar Bluff, Missouri 63901
Attn: Wallace J. Duncan, City Attorney
Fax: (573) 758-6510

Notices to the Purchaser:

Telecommunications Management, LLC
8500 W. 110th Street, Suite 600
Overland Park, Kansas 66216
Attn: Phillip Spencer
Fax: (913) 563-5454

And with copies to (which shall not constitute notice)

GTCR Management LLC
300 North LaSalle Street
Chicago, Illinois 60654
Attn: Philip Canfield
Mark Anderson
Stephen Jeschke
Fax: (312) 382-2201

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attn: Stephen L. Ritchie, P.C.
Mark A. Fennell, P.C.
Fax: (312) 862-2200

All such notices, requests and other communications will (i) if delivered personally or by express delivery to the address as provided in this Section 12(b), be deemed given upon delivery and (ii) if delivered by mail in the manner described above to the address as provided in this Section 12(b), be deemed given upon actual receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section 12(b)). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated without the prior written consent of the other Party and any purported assignment or delegation in violation hereof shall be null and void; provided, that, Purchaser may assign its rights under this Agreement, in whole or in part, to any of its Affiliates, to any lender providing financing to Purchaser, or to any purchaser of any material portion of its assets (whether such sale is structured as a sale of stock, sale of assets, merger, recapitalization or otherwise). Notwithstanding any permitted delegation of responsibilities under this Agreement, the Seller shall remain responsible for the provision of the Seller Transition Services and the third party's compliance with the standard of performance set forth herein.

(d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(e) Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the Parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

(f) Complete Agreement. From and after the Effective Date, this Agreement, the Purchase Agreement and the other Ancillary Agreements shall contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in

any way.

(g) Counterparts; Electronic Delivery. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other Parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(h) Construction. The headings and captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption or heading had been used herein. Each defined term used in this Agreement shall have a comparable meaning when used in its plural or singular form. The use of the word "including" herein shall mean "including without limitation". The word "or" is used in the inclusive sense of "and/or". The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(i) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal law of the State of Missouri without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Missouri or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Missouri.

(j) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (I) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (II) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(k) Relationship of the Parties. The Parties hereto are independent contractors and neither the Purchaser, on the one hand, nor the Seller, on the other hand, is an employee, partner or joint venturer of the other. Under no circumstances shall any of the employees of the

Purchaser or the Seller be deemed to be employees of the other for any purpose. Neither the Purchaser nor the Seller shall have the right to bind the other to any agreement with a third party nor to represent itself or themselves as a partner or joint venturer of the other.

(l) Purchase Agreement. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants, agreements and indemnifications contained in the Purchase Agreement or the other Ancillary Agreements, and such representations, warranties, covenants, agreements and indemnifications shall remain in full force and effect in accordance with the terms of the Purchase Agreement and the other Ancillary Agreements.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

SELLER

**THE CITY OF POPLAR BLUFF,
MISSOURI,
a Missouri municipal corporation**

By: 

Name: Ed DeGaris

Title: Mayor

ATTEST:

By: 

Name: Pamela S. Kearbey

Title: City Clerk

PURCHASER

**TELECOMMUNICATIONS
MANAGEMENT, LLC, a Missouri
limited liability company**

By: _____

Name: Rod Siemers

Title: Chief Financial Officer and Secretary

SCHEDULE A

SELLER TRANSITION SERVICES

I. Billing and Cash Management Services: Term: Six (6) months from the Effective Date

- accounts receivable reconciliation;
- printing and mailing invoices;
- lock box and posting miscellaneous payments and monthly ACH/Credit Card Auto Pay files, etc.;
- credit card processing and settlement;
- collecting payments, including walk in traffic;
- cash management, including (i) transferring all collected cash receipts at least weekly and (ii) transferring all collected cash receipts (net of authorized payments) at least weekly to an account designated by the Purchaser, including necessary supporting documentation;
- producing revenue reports for monthly accounting purposes; and
- providing all necessary reports (excluding the accrual, reporting, and remittance of franchise fees as Seller does not charge a franchise fee), and cooperation to transition billing services to Purchaser.

II. Intellectual Property: Term: Three (3) months from Effective Date (except to the extent related to Billing and Cash Management services, which in each case shall be six (6) months)

- network and database administration;
- data-integrity, firewall and security administration;
- data extraction and migration;
- disaster recovery services;
- internal and external help-desk services and support;
- telecommunication services and support;
- email messaging and operation services and support;
- transition appropriate IP blocks; and
- shared intellectual property (including websites, domain names, etc.)

III. Financial and Accounting Services: Term: Three (3) months from the Effective Date (except to the extent related to Billing and Cash Management services, which in each case shall be six (6) months)

- general ledger and book keeping services;
- recording of assets;
- invoice and purchase order processing;
- management and processing of accounts payable for all properly authorized invoices;
- preparation of cash reports, financial statements (prepared via a single set of books on a combined basis for the Business) and provide additional detail as reasonably requested in a timely manner but in no case later than the 15th day of each month

- following the end of the previous calendar month;
- processing and reporting of sales, use, unemployment and other non-income taxes; and
- providing all necessary reports to transition accounting services to Purchaser

IV. HSD Services: Term: Six (6) months from the Effective Date

- continue to provide the internet connectivity ("internet drain") at levels directed by the Purchaser for the data needs of the Business;
- continue to provide all internet related services to existing customers (at current cost); and
- provision to and addition of new internet customers consistent with past practices.

V. Video Services: Term: Six (6) months from the Effective Date

- continue to provide video services to acquired systems at current levels and consistent with past practices, including, but not limited to, set top box provisioning, DNCS maintenance, satellite and off air services.

VI. Operational Services: Term: Three (3) months from the Effective Date

- continue to operate the System in the normal course of business consistent with past practices, including but not limited to, performing installs, upgrades, reconnects and disconnects, maintaining the physical plant, repairing outages, providing customer service (with call handling consistent with past practices) and cooperating with Purchaser's employees to facilitate knowledge transfer of all aspects related to the Business.

VII. Tower Services:

Term: Nine (9) months from the Effective Date

-
- allow the Purchaser to continue to use the space located on the tower located at 1303 White Oak Drive in the City of Poplar Bluff currently used by the Seller for its land mobile radio system in connection with the Business rent free and cost free for the entire nine (9) month term (notwithstanding Section 3(a)). After nine (9) months, if the Purchaser continues to occupy or desires to occupy such space, then the Purchaser and Seller will negotiate in good faith a tower space lease agreement.
-

Term: Five (5) years from the Effective Date

- allow the Purchaser to continue to use the space located on the tower located at 2775 Barron Road in the City of Poplar Bluff currently used by the Seller for the reception of off-air television channels in connection with the Business rent free and cost free for a five (5) year term (notwithstanding Section 3(a)). After five (5) years, if the Purchaser continues to occupy or desires to occupy such space, then the Purchaser

and Sellers will negotiate in good faith a tower space lease agreement.

VIII. Warehouse Space: Term: Six (6) months from the Effective Date

- allow the Purchaser to use all warehouse space located at 101 Johnson Drive in the City of Poplar Bluff historically used by the Seller in connection with the Business.

VIII. Service Vehicles: Term: Nine (9) months from the Effective Date

- continue to operate the Service Vehicles in the normal course of business consistent with past practices, including but not limited to, maintaining and repairing the Service Vehicles, and cooperating with Purchaser's employees to facilitate knowledge transfer of all aspects related to the Service Vehicles and the Business.
- allow the Purchaser and its employees and agents exclusive use of the Service Vehicles

VIX. Additional Services: Term: Six (6) months from the Effective Date

- relocate the optical node from the hub site at the base of the White Oak Road tower location to a readily accessible exterior location.
- provide accessibility to locations and active System plant acquired by the Purchaser as necessary to allow Purchaser field and technical representatives to manage and maintain the system in the ordinary course.

SCHEDULE 4(a)(i)

CONFLICTS

None.

GENERAL ASSIGNMENT AND BILL OF SALE

This General Assignment and Bill of Sale (this "Bill of Sale"), dated as of March 31, 2014, is executed and delivered by the City of Poplar Bluff, Missouri, a Missouri municipal corporation (the "Seller"), to Telecommunications Management, LLC, a Missouri limited liability company (the "Purchaser"). All capitalized terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as amended generally, the "Purchase Agreement"), dated as of the date hereof, by and among the Purchaser and the Seller.

WHEREAS, pursuant to the Purchase Agreement, the Purchaser has agreed to purchase the Purchased Assets and assume the Assumed Liabilities, subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for the benefit of the Purchaser, the Seller agrees as follows:

1. The Seller hereby, subject to the limitations, terms and conditions of the Purchase Agreement, sells transfers, conveys, assigns and delivers to the Purchaser, its successors and assigns, to have and to hold forever, all right, title and interest in, to and under the Purchased Assets free and clear of all Encumbrances, other than Permitted Encumbrances.

2. The Seller hereby covenants and agrees that it will, at the request of the Purchaser and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment and take such other actions as the Purchaser may reasonably request to more effectively transfer, convey and assign to the Purchaser, and to confirm the Purchaser's rights to, title in and ownership of, the Purchased Assets and to place the Purchaser in actual possession and operating control thereof.

3. The Seller hereby irrevocably constitutes and appoints the Purchaser, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of the Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all of the Purchased Assets, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

4. This Bill of Sale may be executed by facsimile or digital (e.g., pdf) signature. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Missouri.


5. In the event of any conflict or other contingency between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall govern and be binding.

[Remainder of page left intentionally blank.]

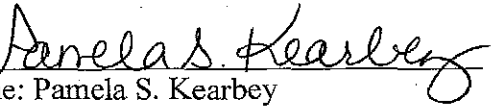
IN WITNESS WHEREOF, the Seller has caused this General Assignment and Bill of Sale to be duly executed as of the date first set forth above.

SELLER

**THE CITY OF POPLAR BLUFF,
MISSOURI,
a Missouri municipal corporation**

By: 
Name: Ed Degaris
Title: Mayor

ATTEST:

By: 
Name: Pamela S. Kearbey
Title: City Clerk

PURCHASER

**TELECOMMUNICATIONS MANAGEMENT,
LLC, a Missouri limited liability company**

By: _____
Name: Rod Siemers
Title: Chief Financial Officer and Secretary

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assumption Agreement") is dated as of March 31, 2014 by and between the City of Poplar Bluff, Missouri, a Missouri municipal corporation (the "Seller"), and Telecommunications Management, LLC, a Missouri limited liability company (the "Purchaser"). All capitalized terms used in this Assumption Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (as amended generally, the "Purchase Agreement"), dated as of the date hereof, by and among the Purchaser and the Seller.

WHEREAS, pursuant to the Purchase Agreement, the Purchaser has agreed to purchase from the Seller the Purchased Assets and assume the Assumed Liabilities, subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

1. Assignment and Assumption. The Seller hereby transfers and assigns, and the Purchaser hereby assumes and becomes responsible for, the Assumed Liabilities, subject to the limitations, terms and conditions of the Purchase Agreement. Notwithstanding the foregoing, the Purchaser does not assume, become responsible for, agree to perform, pay or discharge, and the Seller shall remain liable for, the Excluded Liabilities, which include, without limitation, all Liabilities of the Seller or of the Business other than the Assumed Liabilities.

2. Defenses. Nothing herein shall be deemed to deprive the Purchaser of any defenses, set-offs or counterclaims that the Seller may have had or that the Purchaser shall have with respect to any of the obligations, liabilities and commitments hereby assumed (the "Defenses and Claims"). The Seller hereby transfers, conveys and assigns to the Purchaser all Defenses and Claims, and the Seller agrees to cooperate with the Purchaser to maintain, secure, perfect and enforce such Defenses and Claims, including the signing of any documents, the giving of any testimony or the taking of any such other action as is reasonably requested by the Purchaser in connection with such Defenses and Claims.

3. Relationship with Purchase Agreement. In the event of any conflict or other inconsistency between this Assumption Agreement and the Purchase Agreement, the Purchase Agreement shall govern and be binding.

4. Further Assurances. At the reasonable request of either party hereto and without further consideration, the other party shall execute and deliver such other instruments of assumption and take such other actions as may be necessary to effect the intent of this Assumption Agreement.

5. Miscellaneous. This Assumption Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assumption Agreement may be executed by facsimile or digital (e.g., pdf) signature. This Assumption Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without giving effect to any choice or

conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Missouri.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Assignment and Assumption Agreement to be duly executed as of the date first set forth above.

SELLER

**THE CITY OF POPLAR BLUFF, MISSOURI,
a Missouri municipal corporation**

By: _____

Name: Ed Degaris

Title: Mayor

ATTEST

By: _____

Name: Pamela S. Kearbey

Title: City Clerk

PURCHASER

**TELECOMMUNICATIONS MANAGEMENT,
LLC, a Missouri limited liability company**

By: _____
Name: Rod Siemers
Title: Chief Financial Officer and Secretary


FIRPTA CERTIFICATION AS TO NON-U.S. STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the City of Poplar Bluff, Missouri, a Missouri municipal corporation, the undersigned hereby certifies the following on behalf of the City of Poplar Bluff, Missouri, a Missouri municipal corporation:

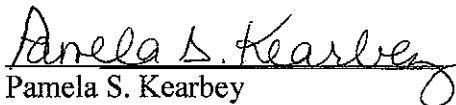
1. The City of Poplar Bluff, Missouri, a Missouri municipal corporation, is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income tax Regulations);
2. The City of Poplar Bluff, Missouri, a Missouri municipal corporation, is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
3. The City of Poplar Bluff, Missouri, a Missouri municipal corporation's U.S. employer identification number is _____; and
4. The City of Poplar Bluff, Missouri, a Missouri municipal corporation's office address is _____.

The City of Poplar Bluff, Missouri, a Missouri municipal corporation, understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the City of Poplar Bluff, Missouri, a Missouri municipal corporation.

By: 
Name: Ed Degaris
Title: Mayor

ATTEST

By: 
Name: Pamela S. Kearbey
Title: City Clerk

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is dated and effective as of March 31, 2014 (this "Escrow Agreement"), and is entered into by and among Telecommunications Management, LLC, a Missouri limited liability company ("Purchaser"), the City of Poplar Bluff, Missouri, a Missouri municipal corporation ("Seller"), and Wilmington Trust, National Association ("Escrow Agent").

WHEREAS, Purchaser and Seller have entered into that certain Asset Purchase Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Purchaser is required to deposit a portion of the Purchase Price (as defined in the Purchase Agreement) into an escrow account (the "Escrow Account"), the purpose of which is to secure certain indemnification obligations of the Seller under the Purchase Agreement; and

WHEREAS, Purchaser and Seller desire to secure the services of Escrow Agent, and Escrow Agent agrees to hold and distribute such funds in the Escrow Account in accordance with the terms of this Escrow Agreement;

NOW, THEREFORE, in consideration of the promises and agreements of Purchaser, Seller and Escrow Agent, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser, Seller and Escrow Agent agree as follows:

I. Designation as Escrow Agent.

Subject to the terms and conditions hereof, Purchaser and Seller hereby appoint Wilmington Trust, National Association as Escrow Agent and Wilmington Trust, National Association hereby accepts such appointment.

II. Deposit of Escrow Funds.

(a) Upon execution of this Escrow Agreement, Purchaser shall deliver to Escrow Agent, by wire transfer of immediately available U.S. funds in accordance with the payment instructions of Escrow Agent attached as Annex I hereto, the sum of \$750,000.00 (such amount as increased by any earnings, interest and gains on and proceeds from the investment or reinvestment of the funds held in the Escrow Account ("Earnings") is hereinafter referred to as the "Escrow Property") into the Escrow Account established with Escrow Agent.

(b) Escrow Agent will hold the Escrow Property in the Escrow Account in escrow upon the terms and conditions set forth in this Escrow Agreement and shall not disburse funds from the Escrow Account except as provided herein.

(c) Escrow Agent shall invest the Escrow Account pursuant to joint written directions of Seller and Purchaser (a "Joint Instruction Letter"), and in the absence of such directions, in the U.S. Treasury Portfolio (Service Class shares) of the Wilmington family of mutual funds. Seller and Purchaser acknowledge that shares in this mutual fund are not obligations of Wilmington Trust Company or Wilmington Trust Corporation, are not deposits and are not insured by the FDIC. Escrow Agent or its affiliate may be compensated by the mutual fund for services rendered in its capacity as investment advisor, or other service provider, such as provider of shareholder servicing and distribution services, and such compensation is both

described in detail in the prospectus for the fund, and is in addition to the compensation, if any, paid to Wilmington Trust Company in its capacity as Escrow Agent hereunder.

(d) Purchaser and Seller shall have the right to inspect and obtain copies of the records of the Escrow Agent pertaining to this Escrow Agreement and to receive monthly reports of the status of the Escrow Account. On or before the tenth business day following the end of each month during the term of this Escrow Agreement, the Escrow Agent shall deliver account statements to Purchaser and Seller with respect to the Escrow Account for the prior month, which statements shall include the account balance, distributions made pursuant to terms of this Escrow Agreement, Earnings earned during the preceding month and the amount of any Disputed Claim Amounts.

III. Disbursement of Escrow Account – Claim Based Releases.

Escrow Agent shall hold the Escrow Property in its possession unless and until authorized hereunder to deliver such Escrow Property as follows:

(a) If, prior to the date that is twelve (12) months after the Closing Date (as defined in the Purchase Agreement) (the "Final Release Date"), Purchaser determines that any Purchaser Indemnified Party (as defined in the Purchase Agreement) is entitled to indemnification by the Seller pursuant to Article VII of the Purchase Agreement, then Purchaser may make a claim (a "Claim") against the Escrow Property by giving written notice thereof (a "Claim Notice") to Seller and Escrow Agent pursuant to Article VII of the Purchase Agreement, which Claim Notice shall describe the Claim and indicate (if known and quantifiable) the estimated amount of the Claim that Seller is obligated to pay under the terms of Article VII of the Purchase Agreement (the "Claim Amount") and include wire instructions for the release of funds from the Escrow Account in respect of such Claim. If, within twenty (20) days after receipt by Seller of the Claim Notice relating thereto (the "Objection Period"), the commencement of which period shall promptly be communicated in writing to Escrow Agent by Purchaser, (i) Seller shall not have delivered to Purchaser and Escrow Agent written notice of Seller's objection (an "Objection Notice") to the Claim, and (ii) Seller and Purchaser shall not have delivered to Escrow Agent a written Joint Instruction Letter instructing Escrow Agent to release to Purchaser an amount of cash equal to the lesser of (x) the Claim Amount and (y) the Escrow Property, then within five (5) business days after the expiration of such Objection Period, Escrow Agent shall distribute the Claim Amount to the Purchaser as provided in the Claim Notice. If Seller and Purchaser shall have delivered to Escrow Agent within the Objection Period such a Joint Instruction Letter then, within five (5) business days of receipt of such Joint Instruction Letter, Escrow Agent shall make a distribution from the Escrow Account as provided in such Joint Instruction Letter.

(b) If Seller shall deliver to Purchaser and Escrow Agent an Objection Notice within the Objection Period disputing all or a portion of the Claim (such Claim constituting a "Disputed Claim"), then:

(i) Escrow Agent shall, (i) no later than five (5) business days after receipt of such Objection Notice, release to Purchaser funds from the Escrow Account equal to only the portion, if any, of the Claim Amount that is not disputed by Seller, and (ii) set aside from the Escrow Property an amount equal to the portion of the Claim Amount that is disputed by Seller (the "Disputed Claim Amount"); and

(ii) If Purchaser and Seller resolve the Disputed Claim (resulting in either full resolution of the Disputed Claim Amount or resolution of a portion of the Disputed Claim Amount with the unresolved portion of the Disputed Claim Amount to be resolved at a later time), then Purchaser and Seller shall enter into a written settlement agreement memorializing the terms of such resolution,

which agreement shall provide for Purchaser and Seller to execute a Joint Instruction Letter to be delivered to Escrow Agent that references the Disputed Claim, provide for the release of funds from the Escrow Account if and in the manner contemplated by the settlement agreement, and state whether the Disputed Claim is fully or partially resolved (and, if partially resolved, state the unresolved portion of the Disputed Claim Amount, which shall thereafter be the updated "Disputed Claim Amount" with respect to such Disputed Claim). Within five (5) business days of receipt of a Joint Instruction Letter, or receipt of a copy of a judgment, decree or order of a court or arbitrator (an "Order") finally adjudicating the dispute with respect to such Disputed Claim, Escrow Agent shall make a distribution from the Escrow Account as provided in such Joint Instruction Letter or Order.

(c) On the Final Release Date, Purchaser and Seller shall deliver a Joint Instruction Letter directing Escrow Agent to release to Seller the Escrow Property, less the sum of (A) all unresolved Disputed Claim Amounts as of such date and (B) all Claim Amounts pursuant to a Claim Notice for which the Objection Period has not elapsed (an "Open Claim") as of such date (the "Final Release Amount"). Within five (5) business days of receipt of such Joint Instruction Letter, Escrow Agent shall release the Final Release Amount.

(d) If Escrow Agent is required to retain any portion of the Escrow Property after the Final Release Date, then from time to time upon the satisfaction of the terms and conditions of this Section III, Escrow Agent shall distribute to Purchaser such portion of the Escrow Property, if any, that is necessary to satisfy the remaining Disputed Claims or Open Claims in accordance with this Section III. At such time after the Final Release Date that no Disputed Claims or Open Claims remain, Seller and Purchaser shall deliver to Escrow Agent a Joint Instruction Letter instructing Escrow Agent to release the remaining Escrow Property to an account or accounts designated by Seller.

(e) Upon written request by Seller, for any taxable year the Escrow Account is in existence, Escrow Agent shall make a distribution from the Escrow Account to Seller in an amount requested by Seller to cover potential federal, state or local tax obligations on account of the allocation to Seller of taxable income attributable to Earnings, provided that such amount shall not exceed an amount equal to forty-five percent (45%) multiplied by any Earnings attributable to such taxable year. Escrow Agent shall provide Purchaser with notice of the date and amount of any such distribution to Seller.

(f) Notwithstanding anything contained herein to the contrary, in the event funds transfer instructions are given, Escrow Agent is authorized (but not required) to seek confirmation of such instructions by telephone call-back, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons designated in the instructions. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. The parties to this Escrow Agreement acknowledge that such security procedure is commercially reasonable. Escrow Agent may disburse the Escrow Account pursuant to this Section III either by wire transfer or certified or bank check, at the sole discretion of the Escrow Agent. It is understood, however, that the Escrow Agent may disburse any funds in the Escrow Account without any separate instructions, if such disbursements are in accordance with the terms of this Escrow Agreement.

IV. Authority of Escrow Agent and Limitation of Liability.

(a) In acting hereunder, Escrow Agent shall have only such duties as are specified herein and no implied duties shall be read into this Escrow Agreement, and Escrow Agent shall not be liable for any act done, or omitted to be done, by it in the absence of its gross negligence or willful misconduct.

(b) Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Escrow Agreement.

(c) Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability and shall be fully protected in acting in accordance with the advice or opinion of such counsel.

(d) Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory.

(e) Purchaser and Seller shall pay to Escrow Agent the amounts set forth in Annex II attached hereto (the "Escrow Fee") as compensation for its services hereunder. In the event Escrow Agent renders any extraordinary services in connection with the Escrow Account at the request of the parties, Escrow Agent shall be entitled to additional compensation therefor. The fees pursuant to this Section IV(e) shall be allocated 50% to Purchaser and 50% to Seller. Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of Purchaser and Seller hereunder to pay the Escrow Fee. The terms of this paragraph shall survive termination of this Escrow Agreement.

(f) Purchaser and Seller hereby agree, severally, to indemnify Escrow Agent, its directors, officers, employees and agents (collectively, the "Indemnified Parties"), and hold the Indemnified Parties harmless from any and against all liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any character or nature, including, without limitation, attorney's fees and expenses, which an Indemnified Party may incur or with which it may be threatened by reason of acting as or on behalf of Escrow Agent under this Escrow Agreement or arising out of the existence of the Escrow Account, except to the extent the same shall be caused by Escrow Agent's gross negligence or willful misconduct. The terms of this paragraph shall survive termination of this Escrow Agreement.

(g) If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or Escrow Agent is in doubt as to the action to be taken hereunder, Escrow Agent may, at its option, retain the Escrow Property until Escrow Agent (i) receives an Order directing delivery of the Escrow Property, (ii) receives a Joint Instruction Letter directing delivery of the Escrow Property, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, Escrow Agent shall be relieved of all liability as to the Escrow Property, except with respect to its obligation to keep safely the Escrow Property, and shall be entitled to recover reasonable attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. Escrow Agent shall be entitled to act on any such Order, Joint Instruction Letter or action without further question, inquiry, or consent.

(h) Escrow Agent may resign as Escrow Agent, and, upon its resignation, shall thereupon be discharged from any and all further duties and obligations under this Escrow Agreement by giving notice in writing of such resignation to Purchaser and Seller, which notice shall specify a date upon which such

resignation shall take effect. Upon the resignation of Escrow Agent, Purchaser and Seller shall, within sixty (60) business days after receiving the foregoing notice from Escrow Agent, designate a substitute escrow agent (the "Substitute Escrow Agent"), which Substitute Escrow Agent shall, upon its designation and notice of such designation to Escrow Agent, succeed to all of the rights, duties and obligations of Escrow Agent hereunder. In the event Purchaser and Seller shall not have delivered to Escrow Agent a written designation of Substitute Escrow Agent within the aforementioned sixty (60) day period, together with the consent to such designation by the Substitute Escrow Agent, the Escrow Agent may apply to a court of competent jurisdiction to appoint a Substitute Escrow Agent, and the costs of obtaining such appointment shall be reimbursable equally from Purchaser and Seller.

(i) The Escrow Agent may be removed (with or without cause) and a Substitute Escrow Agent may be appointed upon mutual agreement of Purchaser and Seller. In such event, Purchaser and Seller shall deliver joint written notice to the Escrow Agent of such removal together with a Joint Instructions Letter authorizing delivery of this Escrow Agreement together with the Escrow Property and any and all related instruments or documents to a Substitute Escrow Agent.

(j) The Escrow Agent waives any right of setoff or banker's lien and any other rights that it may have by agreement, under law or otherwise to set off and apply any balances, credits, deposits, accounts, monies or other indebtedness held by it under this Escrow Agreement for the benefit of Seller, Purchaser or any of their respective affiliates against any and all of the obligations of any of the foregoing, whether now or thereafter existing, except as expressly set forth in Section IV(e) of this Escrow Agreement.

V. Notices.

Except as otherwise provided herein, any notice, instruction or instrument to be delivered under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given only if delivered personally or by an established express delivery company such as UPS or Federal Express or mailed (U.S. certified mail postage prepaid) to the parties at the following addresses set forth on the signature page hereof or at such other address specified in writing by the addressee to the other parties hereto. All such notices, requests and other communications will (i) if delivered personally or by express delivery to the address as provided in this Section V, be deemed given upon delivery and (ii) if delivered by mail in the manner described above to the address as provided in this Section V, be deemed given upon actual receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section V). Any party from time to time may change its address or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto, and it shall be the responsibility of the parties to notify Escrow Agent and the other parties in writing of any changes to the name or mailing address set forth on the signature page hereof.

VII. Amendment.

This Escrow Agreement may not be amended, modified, supplemented or otherwise altered except by an instrument in writing signed by the parties hereto.

VIII. Termination.

This Escrow Agreement will terminate upon the disbursement of all funds in the Escrow Account, as provided above, by the Escrow Agent.

IX. Contribution.

With respect to any obligations that the Seller and the Purchaser severally owe to the Escrow Agent pursuant to Section IV(f) or any other section of this Escrow Agreement, if either the Purchaser or the Seller pays the Escrow Agent more than its respective proportionate share of any amount due based on the relative fault of the Seller and the Purchaser, or, if neither is finally determined to be at fault, more than 50% of such amount, the other party shall promptly reimburse such party its share of such amount due.

X. Tax Reporting.

The parties hereto, other than the Escrow Agent, agree that, for tax reporting purposes, all interest and other income earned from the investment of amounts in the Escrow Account ("Taxable Income") in any tax year shall be allocated to Seller ("Taxpayer"). Upon execution of this Escrow Agreement, Taxpayer shall provide Escrow Agent with its certified tax identification number ("TIN") on an executed Internal Revenue Service Form ("IRS") W-9 or other applicable IRS Form. Taxpayer agrees to report all Taxable Income allocable to it on its federal and other applicable tax returns. Taxpayer acknowledges and agrees that, in the event its TIN is not certified to the Escrow Agent, and/or it does not make all certifications set forth in IRS Form W-9 or other applicable IRS Form, applicable tax laws may require withholding of a portion of any income earned with respect to amounts in the Escrow Account that are allocable to it.

XI. Anti-Terrorism/Anti-Money Laundering Laws.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the United States government fight the funding of terrorism or money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a new account. What this means for the parties to this Escrow Agreement: the Escrow Agent will ask for your name, address, date of birth, and other information that will allow the Escrow Agent to identify you (e.g., your social security number or tax identification number.) The Escrow Agent may also ask to see your driver's license or other identifying documents (e.g., passport, evidence of formation of corporation, limited liability company, limited partnership, etc., certificate of good standing.) Each party to this Escrow Agreement hereby agrees to provide the Escrow Agent, prior to the establishment of the Escrow Account, with the information identified above pertaining to it by completing the form attached as Exhibit A and returning it to the Escrow Agent. Exhibit A includes one form for individuals and another form for entities.

XII. Governing Law.

This Escrow Agreement will be governed by the laws of the State of Missouri, without regard to any choice of law principles.

XIII. Counterparts.

This Escrow Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument. Facsimile or electronically transferred signatures (including in portable document format (.pdf.)) to this Escrow Agreement shall be treated as originals.

XIV. Successor Escrow Agent.

Any business entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Escrow Agent, shall be the successor of the Escrow Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided that the Escrow Agent shall give the other parties hereto written notice of such succession no later than thirty days after such succession.

XV. Dispute Resolution

Any dispute arising from or relating to this Escrow Agreement shall be resolved exclusively by any state or federal court of competent jurisdiction located in St. Louis, Missouri (the "Chosen Court"). The parties hereby irrevocably consent to venue and personal jurisdiction in any such court. The parties agree that no action arising from or relating to this Escrow Agreement shall be filed in or transferred to any court that is not the Chosen Courts and each party (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts is an inconvenient forum or do not have jurisdiction over any party, and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section V.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the date first set forth above.

TELECOMMUNICATIONS MANAGEMENT, LLC, a Missouri limited liability company
as Purchaser

By: _____
Name: _____
Title: _____

Address:
Telecommunications Management, LLC
8500 W. 110th Street, Suite 600
Overland Park, Kansas 66216
Attention: Phillip Spencer
Fax: (913) 563-5454

WILMINGTON TRUST, National Association
as Escrow Agent

By: _____
Name: _____
Title: _____

Address:
15950 North Dallas Parkway, Suite 550
Dallas, Texas 75248

Fax No.: (972) 385-0844
Tel. No.: (972) 383-3151
Email: CLindsey@wilmingtontrust.com
Attention: Cam Lindsey

THE CITY OF POPLAR BLUFF, MISSOURI,
a Missouri municipal corporation
as Seller

By: Ed Degaris
Name: Ed Degaris
Title: Mayor

ATTEST

By: Pamela S. Kearbey
Name: Pamela S. Kearbey
Title: City Clerk

Address:

ANNEX I

Wiring Instructions for Escrow Agent

ANNEX II

Escrow Fee

All fees are subject to an administrative review of the governing documents and acceptable indemnification for our fees and expenses from parties.

1. Initial/Acceptance Set-Up Fee: [Waived]
(Includes administrative review of the operative documents and account set-up)
2. Annual Administration Fee: \$[2,000.00]

In the event of extraordinary circumstances requiring administrative time beyond the scope of typical account duties set forth in the Escrow Agreement and supporting documents relevant to our appointment, including but not limited to, default and/or bankruptcy administration, additional charges shall be assessed.

All fees are non-refundable and will not be prorated in the event of an early termination. Once the fees are agreed to in writing, we agree that any changes to those fees will also be in writing. Although not anticipated, you will be notified at least 30 days in advance of any general fee increase, following 3 years after the initial closing date. The fees as quoted and the acceptance of our duties as Trustee are subject to satisfactory review and acceptance of all related financing documents by the Trustee and our counsel. Our fees may also be adjusted at any time if there is a significant change in responsibilities under the governing documents. In the event the financing structure is modified prior to closing, we reserve the right to review and renegotiate our fees accordingly.

This proposal assumes that incoming funds will be derived from a verifiable source in the U.S. Any funds sent from international entities will need to be thoroughly examined before acceptance of this account. We continue to adhere to the strict policies of the U.S. Patriot Act and the requirements for opening an account and we are not allowed to deal with certain countries that do not meet the criteria.

EXHIBIT A**Due Diligence Questionnaires**

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or Type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

☐ Individual/ Sole
Proprietor

☐ Corporation

☐ Partnership

☐ Other

☐ Exempt from backup
withholding

Check appropriate box:

Address (number, street, and apt. or suite no.)

Requester's name and address (optional):

City, state, and ZIP code.

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN on page 2**.

Social Security number

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. **Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided. **Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line. **Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. **Caution:** A *disregarded domestic entity* that has a foreign owner must use the appropriate Form W-8.

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification. **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals Joint account)	The actual owner of the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	or, if combined funds, the first individual on the account ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The minor ²
b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or single-owner LLC	The actual owner ¹
	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT B-1

Certificate as to Authorized Signatures

The signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of Purchaser.

Name / Title

Specimen Signature

Rod Siemers

Name

Signature

CFO and Secretary

Title

Phil Spencer

Name

Signature

CEO

Title

Name

Signature

Title

Name

Signature

Title

EXHIBIT B-2

Certificate as to Authorized Signatures

The signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of and are authorized to initiate and approve transactions of all types for the Escrow Account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of Seller.

Name / Title

Specimen Signature

_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment"), dated the 31 day of March, 2014 ("Effective Date"), is made and entered into by the City of Poplar Bluff, Missouri, a Missouri municipal corporation ("Assignor"), and Telecommunications Management, LLC, a Missouri limited liability company ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement, by and between Assignor and Assignee, dated as of the date hereof (as amended, the "APA"), Assignor has agreed to deliver to Assignee this Assignment with respect to the Intellectual Property (as defined in the APA); and

WHEREAS, pursuant to this Assignment, Assignor desires to assign to Assignee all of the Intellectual Property owned by Assignor, including, without limitation, the domain names set forth on Exhibit A, attached hereto (collectively, the "Domain Names").

NOW, THEREFORE, for good and valuable consideration (including pursuant to the APA), the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows.

1. Assignor hereby, subject to the limitations, terms and conditions of the APA, irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under all Intellectual Property owned by Assignor, including the Domain Names, in all cases together with (i) all income, royalties, damages and payments due or payable at the Effective Date or thereafter (including damages and payments for past or future infringements or misappropriations thereof), (ii) the right to sue and recover for past infringements or misappropriations thereof, (iii) any and all corresponding rights that, now or hereafter, may be secured throughout the world and (iv) all copies and tangible embodiments of any such Intellectual Property.

2. From and after the Effective Date, in the event any further action is necessary to carry out the purposes of this Assignment, Assignor and its directors, officers, managers and members shall take all such necessary action as may be reasonably requested by Assignee to achieve such intent, including the execution of any documentation reasonably requested by Assignee to effectuate the assignment, transfer and conveyance of the Intellectual Property (including any documentation for filing with the United States Patent and Trademark Office, United States Copyright Office or any equivalent foreign agency or any domain name registrar).

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, Register of Copyrights and any equivalent authority, entity or agency or registrar to record Assignee as the assignee and owner of the Intellectual Property.

4. In the event of any conflict or other inconsistency between this Assignment and the APA, the APA shall govern and be binding.

5. This Assignment shall be governed by and construed in accordance with the Laws of the State of Missouri, without regard to any choice of laws principles. Any dispute arising from or relating to this Assignment shall be resolved exclusively by any state or federal court of competent jurisdiction located in St. Louis, Missouri (the "Chosen Courts"). The parties hereby irrevocably consent to venue and personal jurisdiction in any such court. The parties agree that no action arising from or relating to this Assignment shall be filed in or transferred to any court that is not the Chosen Courts and each party (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party, and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section [9.5] of the APA.

6. This Agreement may be executed and delivered by facsimile or email transmission of a portable document format (.pdf) copy and any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first set forth above.

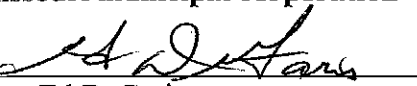
"ASSIGNEE"


TELECOMMUNICATIONS
MANAGEMENT, LLC, a Missouri limited
liability company

By: _____
Name: Rod Siemers
Title: Chief Financial Officer and
Secretary

"ASSIGNOR"

**THE CITY OF POPLAR BLUFF,
MISSOURI,
a Missouri municipal corporation**

By:  _____
Name: Ed DeGaris
Title: Mayor



ATTEST:

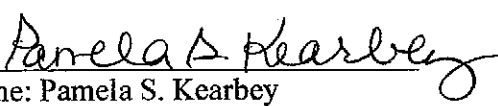
By:  _____
Name: Pamela S. Kearbey
Title: City Clerk

EXHIBIT A

Domain Name	Registrar	Owner
[] ¹	[]	[]

¹ NTD: To be inserted.