

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of March, 2010, by and between the COUNTY OF UNION, ILLINOIS, a body politic and corporate (the "County"), and Telecommunications Management, LLC, d.b.a. NewWave Communications, a limited liability company organized under the laws of the State of Missouri with its principal place of business at Sikeston, Missouri (the "Franchisee", and together with the County, the "Parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

ARTICLE 1 Definition of Terms

- 1.1 Terms. For the purpose of this Agreement, the following terms shall be given these definitions:
- (a) Act means the Federal Communications Act of 1934, as amended.
 - (b) Board means the Board of Commissioners of the County.
 - (c) Cable Service means
 - (1) the one-way transmission to Subscribers of video programming or other programming service; and
 - (2) Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.
 - (d) Cable Ordinance means the Union County Cable Television Ordinance adopted by the Board on March 1, 2010, as amended.
 - (e) Cable System means a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service to Subscribers within the County; provided, however, Cable System does not include the following:
 - (1) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; and
 - (2) a facility that serves only Subscribers in one or more multiple unit dwellings under common ownership, control or management, unless such facility uses any Public Right-of-Way; and
 - (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Act; provided, however, that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of such Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; and
 - (4) an open video system that complies with Section 653 of Title VI of the Act; and

- (5) a facility of an electric utility used solely for operating its electric utility system.
- (f) County means the County of Union, Illinois.
- (g) County Engineer means the highway engineer of the County.
- (h) FCC means the Federal Communications Commission.
- (i) Franchise means an initial authorization, or renewal of such authorization, by the County which authorizes the construction or operation of a Cable System within the Franchise Area by the Franchisee.
- (j) Franchise Agreement means a written agreement by and between the County and the Franchisee regarding a Franchise.
- (k) Franchise Area means the unincorporated portions of the County.
- (l) Franchise Fee means any tax, fee or assessment imposed by the County on the Franchisee solely because of such Franchisee's status as a Franchisee; provided, however, Franchise Fee shall not include the following:
- (1) Any tax, fee or assessment of general applicability; and
 - (2) Capital costs incurred by the Franchisee associated with the installation or maintenance of PEG Access Facilities required under the Ordinance or a Franchise Agreement; and
 - (3) Requirements or charges incidental to the awarding or enforcing of a Franchise as provided for or required under the Cable Ordinance or a Franchise Agreement including, but not limited to, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; and
 - (4) Any fee imposed pursuant to federal law.
- (m) Franchisee means Telecommunications Management, LLC, d.b.a. NewWave Communications, a limited liability company organized under the laws of the State of Missouri with its principal place of business at Sikeston, Missouri, or the lawful successor, transferee, or assignee thereof and any agent of the Franchisee.
- (n) Gross Revenues means all revenues of the Franchisee derived from the operation of a Cable System within the County; provided, however, Gross Revenues shall not include any Franchise Fee collected by the Franchisee from Subscribers.
- (o) PEG Access Facilities means
- (1) Channel capacity for public, educational or governmental use; and
 - (2) Facilities and equipment for the use of such channel capacity.
- (p) Person means an individual, partnership, association, joint stock company, trust, corporation or governmental entity.
- (q) Public Right-of-Way means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public right-of-way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the County in the Franchise Area.
- (r) Subscriber means a Person who lawfully receives Cable Service from the Franchisee.

ARTICLE 2
Grant of Franchise

- 2.1 **Grant.** The County hereby grants to the Franchisee a nonexclusive Franchise which authorizes the Franchisee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Right-of-Way within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Right-of-Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Service, data services, information and other communications services or for any other lawful purposes.
- 2.2 **Term.** This Agreement shall be for a term of five (5) years from the date of this Agreement and shall expire on February 28, 2015.
- 2.3 **Other Ordinances.** The Franchisee agrees to comply with the terms of any lawfully adopted ordinance of the County to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Franchisee under this Agreement.
- 2.4 **Other Authorizations.** The County shall not permit any Person to provide services similar to those provided by the Franchisee in the Service Area without such Person first having secured a non-exclusive Franchise from the County pursuant to the Cable Ordinance. Any other non-exclusive Franchise shall cover the Franchise Area and shall not be on terms and conditions more favorable or less burdensome to a franchisee under any such additional Franchise or other authorization than those which are set forth in this Agreement.

ARTICLE 3
Standards of Service

- 3.1 **Conditions of Occupancy.** The Cable System installed by the Franchisee pursuant shall be located so as to cause a minimum of interference with the proper use of the Public Right-of-Way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Right-of-Way.
- 3.2 **Traffic Control.** If at any time, it becomes necessary for the Franchisee to block any lane of traffic in the Public Right-of-Way, the Franchisee shall install traffic control or protection in accordance with Article IV of the Manual on Uniform Traffic Control. No overnight closures of any lane of traffic in the Public Right-of-Way shall occur without written permission of the County Engineer.
- 3.3 **Restoration of Public Right-of-Way.** If during the course of the Franchisee's construction, operation, or maintenance of the Cable System, the Franchisee disturbs any portion of the Public Right-of-Way, the Franchisee shall replace and restore such Public

Right-of-Way to a condition reasonably comparable to the condition of the Public Right-of-Way existing immediately prior to such disturbance.

- 3.4 **Relocation for the County.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Franchisee shall, at no cost to the County, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Right-of-Way, any property of the Franchisee when lawfully required by the County by reason of traffic conditions, public safety, street abandonment, highway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Franchisee's services. The Franchisee shall in all cases have the right of abandonment of its property.
- 3.5 **Relocation for a Third Party.** The Franchisee shall, on the request of any Person holding a lawful permit issued by the County, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Right-of-Way as necessary any property of the Franchisee, provided: (1) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Franchisee, making such payment in advance; and (2) the Franchisee is given reasonable advance written notice to prepare for such changes. For purposes of this Section, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.
- 3.6 **Trimming of Trees and Shrubbery.** The Franchisee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.
- 3.7 **Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.
- 3.8 **Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Franchisee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this Section shall require the Franchisee to construct, operate, and maintain underground any ground-mounted appurtenances.
- 3.9 **Required Extensions of the Cable System.** Franchisee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this Section. Whenever the Franchisee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Franchisee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Franchisee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-

Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Franchisee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area.

- 3.10 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.8, the Franchisee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Franchisee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Franchisee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Franchisee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.
- 3.11 Emergency Alert.** Any Emergency Alert System provided by Franchisee shall be operated in accordance with FCC regulations. Any use of such Emergency Alert System by the County will be in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the County will hold the Franchisee, its employees, officers and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.
- 3.12 Reimbursement of Costs.** If funds are available to any Person using the Public Right-of-Way for the purpose of defraying the cost of any of the foregoing, the County shall reimburse the Franchisee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the County shall make application for such funds on behalf of the Franchisee.
- 3.13 Service to County Buildings.** The Franchisee shall provide Cable Service, at no cost to the County, to any and all buildings owned, leased or operated by the County, where such buildings are contiguous to any Cable System operated by the Franchisee.

ARTICLE 4 **Regulation by the County**

4.1 Franchise Fee.

- (a) Franchisee shall pay the County a Franchise Fee of five percent (5%) of Gross Revenues. In accordance federal law, the twelve (12) month period applicable under the Franchise for the computation of such Franchise Fee shall be a calendar year. Payment of the Franchise Fee shall be due annually and payable within ninety (90) days after the close of the calendar year. Each annual payment shall

be accompanied by a report from the Franchisee showing the basis for the computation of the Franchisee Fee payable for the applicable calendar year.

- (b) The period of limitation for recovery by the County of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Franchisee is due to the County.

4.2 Rates and Charges. The County may regulate rates for the provision of Cable Service to the extent permitted by federal law.

4.3 Renewal of Franchise.

- (a) Except as provided in this Agreement, any renewal of the Franchise granted pursuant to this Agreement shall be governed by and comply with the renewal provisions of federal law; provided, however, the Parties may, at any time during the term of this Agreement, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law, agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the County may grant a renewal thereof.
- (b) Upon request of the Franchisee, the County shall provide the Franchisee with any assessments or other information in the County's possession regarding current or future cable-related community needs and interests, as well as the past performance of the Franchisee under the then current Franchise term. The County shall provide such assessments promptly to the Franchisee so that the Franchisee has adequate time to submit a proposal pursuant to federal law and complete renewal of the Franchise prior to expiration of its term.
- (c) The Parties consider the terms set forth in this Section 4.3 to be consistent with the express renewal provisions of federal law.

4.4 Conditions of Sale.

- (a) If a renewal or extension of this Agreement is denied or the Agreement is lawfully terminated, and the County either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to federal law.
- (b) In the case of a final determination of a lawful revocation of the Franchise, the Franchisee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Franchisee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Franchisee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the County, the Franchisee and the County may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Franchisee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the County or the Franchisee.

- 4.5 **Transfer of Franchise.** The Franchisee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Franchisee, without prior written notice to the County. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness.

ARTICLE 5 **Books and Records**

- 5.1 **Books and Records.** The County, upon thirty (30) days written notice to the Franchisee, and no more than once annually, may review the Franchisee's books and records at the Franchisee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise that is under review so that the Franchisee may organize the necessary books and records for easy access by the County. Alternatively, if the books and records are not easily accessible at the local office of the Franchisee, the Franchisee may, at its sole option, choose to pay the reasonable travel costs of the County's representative to view the books and records at the appropriate location. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The County agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions of this Agreement and the Cable Ordinance. The Franchisee shall not be required to provide Subscriber information in violation of federal law.

ARTICLE 6 **Insurance and Indemnification**

- 6.1 **Insurance Requirements.** Franchisee shall maintain insurance in full force and effect, at its own cost and expense, during the term of this Agreement. The County shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the County. Upon written request, the Franchisee shall provide a Certificate of Insurance showing evidence of the coverage required by this Section.
- 6.2 **Indemnification.** The Franchisee agrees to indemnify, save and hold harmless, and defend the County, its officers, boards, employees and agents, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Franchisee's construction, operation, or maintenance of its Cable System in the Service Area; provided

that the County shall give the Franchisee written notice of its obligation to indemnify the County within ten (10) days of receipt of a claim or action pursuant to this Section. Notwithstanding the foregoing, the Franchisee shall not indemnify the County for any damages, liability or claims resulting from the willful misconduct or negligence of the County.

ARTICLE 7
Enforcement and Termination of Franchise

- 7.1 **Notice of Violation.** In the event that the County believes that the Franchisee has not complied with the any material term of the Cable Ordinance or this Agreement, the County shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the County shall notify the Franchisee in writing of the exact nature of such alleged noncompliance.
- 7.2 **The Franchisee's Right to Cure or Respond.** The Franchisee shall have thirty (30) days from receipt of the notice described in Section 7.1 to take one of the following actions:
- (a) to respond to the County, contesting the assertion of such noncompliance; or
 - (b) to cure such default; or
 - (c) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that they will be completed.
- 7.3 **Public Hearing.** In the event that the Franchisee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(c) above, if it intends to continue its investigation into the default, then the County shall schedule a public hearing. The County shall provide the Franchisee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Franchisee the opportunity to be heard.
- 7.4 **Enforcement.** Subject to applicable federal and state law, in the event the County, after the hearing set forth in Section 7.3, determines that the Franchisee is in material default of any provision of the Franchise, the County may:
- (a) commence an action at law for monetary damages or seek other equitable relief; or
 - (b) in the case of repeated or ongoing substantial non-compliance with a material term or terms of the Cable Ordinance or this Agreement, seek to revoke the Franchise in accordance with Section 7.5.
- 7.5 **Revocation.**
- (a) Should the County seek to revoke the Franchise after following the procedures set forth in Article, the County shall give written notice to the Franchisee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial

noncompliance with a material term or terms of the franchise. The Franchisee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the County has not received a satisfactory response from the Franchisee, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- (b) At the designated hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the County, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.
- (c) Following the hearing, the County shall determine whether or not the Franchise shall be revoked. If the County determines that the Franchise shall be revoked, the County shall promptly provide Franchisee with its decision in writing. The Franchisee may appeal such determination of the County to an appropriate court which shall have the power to review the decision of the County *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the determination of the County.
- (d) The County may, at its sole discretion, take any lawful action which it deems appropriate to enforce the County's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Franchisee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Franchisee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

7.7 Non-Material Violations of Agreement. The County shall not subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Cable Ordinance or this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Franchisee which outweigh the benefit to be derived by the County and/or Subscribers.

ARTICLE 8

Miscellaneous Provisions

- 8.1 **Actions of Parties.** In any action by the County or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- 8.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Franchisee and the County and supersedes all other prior understandings and agreements oral or written.
- 8.3 **Amendment, Modification and Waiver.** No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Franchisee and the County. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.
- 8.4 **Reservation of Rights.**
- (a) Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Parties reserve all rights under applicable Federal and State Constitutions and laws.
 - (b) If at any time during the term of this franchise, federal, state or local law permits any provider of video programming to provide services such as those provided pursuant to this franchise either without obtaining a franchise from the Franchising Authority or on terms or conditions more favorable than those applicable to the Franchisee, then this Agreement shall, at the sole discretion of the Franchisee: (1) cease to be in effect; or (2) be deemed to expire at a date prior to the original expiration date selected by the Franchisee; or (3) will be automatically reformed to grant to the Franchisee the more favorable terms, benefits and conditions available to the other provider.
- 8.5 **Notice.** Unless expressly otherwise agreed between the Parties, every notice or response required by this Agreement to be served upon the County or the Franchisee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) on the next business day if sent by express mail or overnight air courier.

The notices or responses to the County shall be addressed as follows:

Union County Board of Commissioners
309 West Market Street, Room 100
Jonesboro, IL 62952

Attn: Chairman

with a copy to: Union County State's Attorney
309 West Market Street, Room 200
Jonesboro, IL 62952

The notices or responses to the Franchisee shall be addressed as follows:

Telecommunications Management, LLC
dba NewWave Communications
One Montgomery Plaza, 4th Floor
Sikeston, MO 63801
Attn: J. Keith Davidson, CFO

The County and the Franchisee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

- 8.6 Descriptive Headings.** The captions to Sections and Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.
- 8.7 Severability.** If any Article, Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Article, Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.
- 8.8 Acknowledgement.** The County hereby acknowledges that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Franchisee for the construction and operation of a cable system on the terms set forth herein.
- 8.9 Survivorship.** The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.
- 8.10 Each Party the Drafter.** This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

8.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

8.12 **Headings.** All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

8.13 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COUNTY OF UNION,
ILLINOIS

TELECOMMUNICATIONS
MANAGEMENT, LLC,
D.B.A. NEWWAVE
COMMUNICATIONS

By: Randy Lambdin
RANDY LAMBDIN,
Chairman, Board of Commissioners

By: J. Keith Davidson
Name: J. Keith Davidson
Title: CFO

ATTEST:

Bobby Joler Jr.
Union County clerk