

STATE OF MISSOURI
MISSOURI PUBLIC SERVICE COMMISSION

Wisper ISP Inc.)	
)	Docket No. CA-2007-0175
Notice of Transfer of Control of)	
Aurora Communications, Inc.)	
)	

**NOTICE OF TRANSFER OF CONTROL OF
AURORA COMMUNICATIONS, INC. TO WISPER ISP INC.**

Now comes Wisper ISP Inc. (“Wisper” or “Transferee”) pursuant to R.S. Mo. §392.300 to provide notice that on May 17, 2018, control of Aurora Communications, Inc. was transferred to Wisper. The transfer resulted from Wisper Mo. No. 2 LLC’s acquisition of the stock of Your Home Town Internet, Inc. (“YHTI” or “Transferor”) Wisper Mo. No. 2 LLC is wholly-owned by Wisper ISP Inc. Aurora Communications, Inc. was wholly-owned by YHTI. Through Wisper’s purchase of all of YHTI’s stock,¹ Wisper has gained control of Aurora Communications, Inc.’s (“Aurora”) assets including its license to provide basic local telecommunications services granted by the Missouri Public Service Commission (“Commission”) in Docket No. CA-2007-0175² and its IVoIP registration.

1. Transferee has main offices located at 9711 Fuesser Road, Mascoutah, IL 62258.
2. Transferee’s toll-free number is (800) 765-7772. Its toll-free fax is (866) 282-3580
3. Transferee also maintains two offices in Missouri. One at 4743 Gateway Drive, Joplin, 64804 and another at 214 Elm Street, Suite 101, Washington 63090.³
4. Transferor’s wholly-owned subsidiary Aurora Communications, Inc. owns a license to provide basic local telecommunications exchange services granted by the Commission in Docket No. CA-2007-0175.
5. Transferor’s wholly-owned subsidiary Aurora Communications, Inc. maintains an IVoIP registration at the Commission.
6. Attached is an affidavit signed by an officer of Transferee affirming this notice.
7. Please direct any questions concerning this submission to the undersigned.

¹ See Exhibit 1, Securities Purchase Agreement. The purchase price has been redacted but can be provided on request.

² See Exhibit 2, Order Granting Certificate to Provide Basic Local Telecommunications Services, In the Matter of the Application of Aurora Communications for a Certificate of Service Authority to Provide Basic Local Telecommunications Services in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive, Case No. CA-2007-0175, effective date February 1, 2007.

³ See Exhibit 3, Certificate of Good Standing issued by Missouri Secretary of State.

Wherefore, Wisper notifies the Commission of the transfer of control of Aurora Communications, Inc. including its license to provide basic local telecommunications services.

Respectfully submitted,

_____/s/_____

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_____/s/_____

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AFFIDAVIT

I, MARK ALBERTYN, a natural person, do hereby swear and affirm that am an officer of Wisper ISP Inc. ("Wisper") and that the attached Notice of Transfer of Control is true and correct to the best of my knowledge and belief.

1. Wisper agrees to comply with all applicable federal and state laws and regulations.
2. The principal place of business for Wisper is 9711 Fuesser Road, Mascoutah, IL 62258.
3. The officers of Wisper are Nathan Stooke, President and Chief Executive Officer; Mark Albertyn, Chief Financial Officer; and Ian Ellison, Chief Technology Officer.
4. Wisper agrees to comply with all Missouri Public Service Commission rules and regulations.
5. Wisper is legally, financially, and technically qualified to provide basic local telecommunications services.

This concludes my affidavit.

Mark Albertyn CFO
Name, Title

State of Illinois)
County of St. Clair)

Subscribed and sworn to before me by Mark Albertyn this 19th day of December, 2018.

Notary Public

Name Leah Edler
Signature Leah Edler
Commission Expires Aug. 28, 2022

Notary seal



Exhibit 1
Securities Purchase Agreement

SECURITIES PURCHASE AGREEMENT

by and between

WISPER MO NO. 2 LLC,
a Missouri limited liability company,

YOUR HOME TOWN INTERNET, INC.
a Missouri close corporation

DATED AS OF

May 17, 2018

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SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement ("**Agreement**") is dated as of the last date written below, and is by and among WISPER MO NO. 2 LLC, a Missouri limited liability company ("**Wisper**"), YOUR HOME TOWN INTERNET, INC., a Missouri close corporation ("**Seller**"), YHTI, INC., a Missouri close corporation (the "**Company**")

RECITALS

WHEREAS, Seller, is the sole owner of 100 percent of the issued and outstanding shares of stock (the "**Shares**") of the Company;

WHEREAS, the Company is the owner of all right, title and interest in and to certain assets relating to the conduct by the Company of the wireless internet service provider business currently operated by the Company (the "**Business**") as well as the sole shareholder of Aurora Communitons Inc., and

WHEREAS, Seller desires to sell, and Wisper desires to purchase, all of the Shares for the consideration and on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms have the meanings specified or referred to in this **Article 1**:

"Applicable Contract" -- any Contract (i) under which the Company has or may acquire any rights, (ii) under which the Company has or may become subject to any obligation or liability, or (iii) by which the Company or any of the assets owned or used by it is or may become bound.

"Assumed Liabilities" -- all of (i) those liabilities of the Company reflected on the Interim Balance Sheet not previously paid or discharged, (ii) those liabilities of the Company incurred since the date of the Interim Balance Sheet in the Ordinary Course of Business which are not, individually or in the aggregate, material, and (iii) those liabilities of the Company expressly disclosed in Article III.

"Balance Sheet" -- as defined in **Section 3.4**.

"Breach" -- a "Breach" of a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered in accordance with this Agreement will be deemed to have occurred if there is or has been (i) any inaccuracy in or breach of, or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other

provision, or (ii) any claim (by any Person) or other occurrence or circumstance that is or was inconsistent with such representation, warranty, covenant, obligation, or other provision, and the term "Breach" means any such inaccuracy, breach, failure, claim, occurrence, or circumstance.

"Cash Adjustment Amount" – an amount equal to (i) the Company Proration less (ii) Assumed Liabilities. The Cash Adjustment Amount may be positive or negative.

"Cash Payment" – the sum of \$2,000.00 as increased by the Cash Adjustment Amount if the same is positive and reduced by the Cash Adjustment Amount if the same is negative.

"Closing" -- as defined in Section 2.3.

"Closing Date" -- the date and time as of which the Closing actually takes place.

"Company" -- as defined in the Recitals of this Agreement.

"Company Prorations" -- (a) the sum of (i) Company prepaid expenses related to any period after Closing and (ii) the Company's cash and cash equivalents on hand at Closing *less* (b) all subscriber payments received in respect of period after Closing, which may be positive or negative.

"Company Employee Benefit Plans" means each profit sharing, group insurance, hospitalization, stock option, pension, retirement, bonus, severance, change of control, deferred compensation, stock bonus, stock purchase, employee stock ownership or other employee welfare or benefit agreements, plans or arrangements established, maintained, sponsored or undertaken by the Company for the benefit of the managers, officers, or employees of the Company, including each trust or other agreement with any custodian or any trustee for funds held under any such agreement, plan or arrangement, and all other Contracts or arrangements under which pensions, deferred compensation or other retirement benefits are being paid or may become payable by the Company for the benefit of the employees of the Company.

"Company Indebtedness" – the aggregate of: (i) all obligations of the Company for borrowed money or with respect to deposits or advances of any kind to the Company (excluding however any part of the Company's Proration) and any prepayment premiums, penalties and other fees and expenses required to satisfy such obligations, (ii) any obligations of the Company evidenced by bonds, debentures, notes, or similar instruments; (iii) obligations of the Company upon which interest charges are customarily paid; (iv) any compensation earned by any current or former employee of the Company for period as of or prior to the Closing that is accrued and unpaid as of Closing together with any Taxes to be incurred by the Company (or incurred on behalf of the Company by any professional employer organization engaged by the Company) with respect to the payment thereof; (v) obligations of the Company under any conditional sale or other title retention agreements; (vi) any obligations of the Company as deferred purchase price for any property, service, covenant, settlement, release, waiver or other right (excluding obligations to creditors for goods or services incurred in the Ordinary Course of the Business; (vii) any capitalized lease obligations of the Company; (viii) any obligations secured by any Encumbrance on any asset of the Company; (ix) the amount, if any, by which the Company's aggregate liabilities under any Company Employee Benefit Plans exceeds the aggregate value of such Plan's assets; (x) any Company obligations under any interest rate or currency swap

transactions; (xi) any drawn letter of credit saved for the account of the Company; (xii) any obligations to purchase any securities; (xiii) any guaranties; and (xiv) any accrued interest or penalties on any of the foregoing.

“Consent” -- any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

“Contemplated Transactions” -- all of the transactions contemplated by this Agreement, including:

- (a) the sale of the Stock by Seller to Wisper;
- (b) the performance by Wisper and Seller of their respective covenants and obligations under this Agreement; and
- (c) Wisper’s acquisition and ownership of the Shares and exercise of control over the Company.

“Contract” -- any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

“Damages” -- as defined in **Section 11.2**.

“Encumbrance” -- any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“ERISA” -- the Employee Retirement Income Security Act of 1974, as amended, or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

“FAA” -- the Federal Aviation Administration, or any successor federal agency.

“Facilities” -- any real property, leaseholds, or other interests currently or formerly owned or operated by the Company and any buildings, plants, structures, towers, or equipment (including motor vehicles, tank cars, and rolling stock) currently or formerly owned or operated by the Company.

“FCC” -- the Federal Communications Commission, or any successor federal agency.

“FCC Consent” -- the consent to the FCC of the transfer of control of the Company’s FCC Licenses without conditions that are adverse to Wisper.

“FCC Licenses” -- the Governmental Authorizations issued by the FCC and held by the Company.

“Final Order” -- an action by a Governmental Body (a) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (b) with respect to which no request

for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or *sua sponte* review by the Governmental Body is pending, and (c) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the Governmental Body's own motion has expired.

"GAAP" -- generally accepted United States accounting principles, applied on a basis consistent with the basis on which the Balance Sheet and the other financial statements referred to in **Section 3.4** were prepared.

"Governmental Authorization" -- any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body" -- any:

- (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature;
- (b) federal, state, local, municipal, foreign, or other government;
- (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);
- (d) multi-national organization or body; or
- (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Interim Balance Sheet" -- as defined in **Section 3.4**.

"IRC" -- the Internal Revenue Code of 1986 or any successor law, and regulations issued by the IRS pursuant to the Internal Revenue Code or any successor law.

"IRS" -- the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

"Knowledge" -- an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual (i) is actually aware of such fact or other matter, or (ii) a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter.

A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a manager, member, director, officer, majority shareholder partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

“Legal Requirement” -- any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

“Occupational Safety and Health Law” -- any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

“Order” -- any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

“Ordinary Course of Business” -- an action taken by a Person will be deemed to have been taken in the “Ordinary Course of Business” only if:

(a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person;

(b) such action is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority); and

(c) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

“Organizational Documents” -- (i) the articles or certificate of incorporation and the bylaws of a corporation; (ii) the partnership agreement and any statement of partnership of a general partnership; (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (iv) the operating agreement and the articles or certificate of organization of any limited liability company; (v) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (vi) any amendment to any of the foregoing.

“Person” -- any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

“Plan” -- has the meaning given in ERISA § 3(3).

“Proceeding” -- any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

“Purchase Price” -- as defined in Section 2.2.

“Representative” -- with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

“Securities Act” -- the Securities Act of 1933, as amended, or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

“Seller” -- as defined in the first paragraph of this Agreement.

“Shares” -- as defined in the Recitals of this Agreement.

“Subscriber” -- at any point in time, any Person who is a subscriber for the Company’s wireless internet services.

“Subsidiary” -- any corporation or other entity or Person, where the Company own securities or other interests having the power to elect a majority of that entity’s board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other entity.

“Taxes” shall mean any federal, state, local or foreign taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions (including, without limitation, all income tax, capital, gross income, gross receipts, profits, withholding, employment, unemployment compensation, social security, payroll, sales and use, transfer, excise, privilege, goods and services, severance, stamp, occupation, premium, property, ad valorem, franchise, license, school customs, duties and any other taxes, fees or assessments, or other governmental charges or impositions imposed by a Governmental Body and under any applicable Legal Requirement.

“Tax Return” -- any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

“Threatened” -- a claim, Proceeding, dispute, action, or other matter will be deemed to have been “Threatened” if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

“Wisper Entities” -- shall mean Wisper MO No.2 LLC, and its past, present and future subsidiaries, parent and sister corporations, affiliates, successors, assigns and predecessors (including but not limited to Wisper ISP, Inc., Wisper Operations, Inc., Wisper Southwest Mo No. 1 LLC, and Wisper Towers, Inc.,), and all of their respective past, present and future executors, committees, fiduciaries, trustees, administrators, insurers, assigns, officers, directors, members, administrators, benefits plans, shareholders, partners, managers, principals, employees,

agents, representatives and attorneys, each and all in their respective personal and corporate capacities.

1.2 **Other Definitional Provisions.**

(a) As used in this Agreement, accounting terms not defined in this Agreement, and accounting terms partly defined to the extent not defined, will have the respective meanings given to them under GAAP.

(b) The word “herein” and words of similar import when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) Words of the masculine gender include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number include the plural number, and vice versa, where applicable.

ARTICLE 2
SALE AND TRANSFER OF SHARES; CLOSING

2.1 **Shares.** Subject to the terms of this Agreement, at the Closing, Seller will sell and transfer all the Shares to Wisper and Wisper will purchase all the Shares from Seller.

2.2 **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Shares will be the sum of ~~2,000,000.00~~ ~~units~~ as provided in **Section 2.4**.

2.3 **Closing.** The purchase and sale of the Shares (the “**Closing**”) provided for in this Agreement will take place at the offices of Seller at 214 Elm Street, Suite 201, Washinton, MO 63090, at 10:00 a.m. (local time) on the later of (i) May 1, 2018, or (ii) the second business day following satisfaction of all conditions set forth in **Articles 7** and **8**. Subject to the provisions of **Article 9**, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this **Section 2.3** will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement.

2.4 **Closing Obligations.**

(a) **Seller’s Pre-Closing Deliveries.** Not less than seven days before Closing, Seller shall deliver to Wisper Seller’s good faith calculation of (i) the Company Proration, (ii) the Assumed Liabilities, (iii) the resulting Cash Adjustment Amount and (iv) the resulting Cash Payment, all of which shall be acceptable to Wisper in form and substance.

(b) **Seller’s Closing Deliveries.** At the Closing Seller will deliver to Wisper:

(1) the Shares certificates, duly endorsed in blank (or accompanied by duly executed stock powers), for transfer to Wisper;

(2) a certificate executed by Seller (i) representing and warranting to Wisper that all representations and warranties of Seller in this Agreement remain accurate and complete in all respects as of the Closing Date as if made on the Closing Date, and (ii) specifically ratifying Seller's release as set forth in **Section 10.1** to be effective as of the Closing Date;

(3) a certificate of the secretary or assistant secretary of the Company in respect of (i) each of its officers (*or managers*) who is authorized to execute and deliver this Agreement and all other documents required to be delivered pursuant to this Agreement to which the Company is a party and (ii) resolutions of the board of directors of the Company authorizing the execution, delivery and performance of this Agreement and all other documents required to be delivered pursuant to this Agreement to which the Company is a party and the consummation of the transactions contemplated hereby and thereby;

(4) Certificates of Good Standing of the Seller and Company issued by the Secretaries of State of each state in which the Company is qualified to do business, as of a date not more than ten days prior to the Closing Date;

(5) evidence that the FCC has provided the FCC Consent by Final Order.

(6) any additional documents as reasonably requested by Wisper in connection with this Agreement and the Contemplated Transactions.

(7) all Corporate Records including minute books of the Company and its wholly owned subsidiaries.

(c) Wisper's Closing Deliveries. At Closing, Wisper will deliver to Seller:

(1) an amount equal to the Cash Payment, by money order, cashier's check, wire transfer, or other immediately available funds;

ARTICLE 3 **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Wisper as follows:

3.1 Organization And Good Standing.

(a) Organization. Both the Seller and the Company are corporations duly organized, validly existing, and in good standing under the laws of Missouri, with full power to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under Applicable Contracts. Company is duly qualified to do business as a foreign corporation and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification.

(b) **Organizational Documents.** Seller has delivered to Wisper copies of the Company's Organizational Documents, as currently in effect. The Company is not in default under or in violation of any provision of its Organizational Documents.

(c) Seller is the sole shareholder of YHTI, Inc., a duly organized, validly existing Missouri corporation in good standing under the laws of Missouri, YHTI, Inc., is the sole shareholder of Aurora Communications, Inc., a duly organized, validly existing Missouri corporation in good standing under the laws of Missouri. YHTI, Inc., is the sole Member of YHTI at Porto Cima LLC, a duly organized, validly existing, limited liability company in good standing under the laws of Missouri.

3.2 **Authority.** This Agreement constitutes the legal, valid, and binding obligation of Seller and Company, enforceable against Seller and Company in accordance with its terms. Seller and Company each has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform their and its respective obligations under this Agreement. The transfer of shares of the Company has been approved in writing by all holders of the Company's shares having general voting rights.

3.3 **Capitalization.** The entire authorized capital stock of the Company consists of 30,000 shares of common stock, having a par value of \$1.00 each (the "Capital Stock"), none (0) of which shares are validly issued, fully paid and non-assessable. There are no outstanding or authorized options, warrants, agreements, subscriptions, calls, demands or rights of any character relating to the Capital Stock, whether or not issued, including without limitation, securities convertible into or evidencing the right to purchase any Capital Stock or other securities of the Company. The Capital Stock is owned by Seller, and will be transferred to Buyer, free and clear of all liens, claims, encumbrances and charges and subject to no restrictions as to transferability. None of the outstanding equity securities or other securities of the Company was issued in violation of the Securities Act or any other Legal Requirement. The Company does not own, or have any Contract to acquire, any equity securities or other securities of any Person or any direct or indirect equity or ownership interest in any other business.

The entire authorized capital stock of the Aurora Communications, Inc., consists of 30,000 shares of common stock, having a no par value (the "Capital Stock"), none (0) of which shares are validly issued, fully paid and non-assessable. There are no outstanding or authorized options, warrants, agreements, subscriptions, calls, demands or rights of any character relating to the Capital Stock, whether or not issued, including without limitation, securities convertible into or evidencing the right to purchase any Capital Stock or other securities of Aurora Communications, Inc. The Capital Stock is owned by YHTI, Inc., and will be transferred free and clear of all liens, claims, encumbrances and charges and subject to no restrictions as to transferability. None of the outstanding equity securities or other securities of the Company was issued in violation of the Securities Act or any other Legal Requirement. The Company does not own, or have any Contract to acquire, any equity securities or other securities of any Person or any direct or indirect equity or ownership interest in any other business.

3.4 **Financial Statements.** Seller has delivered to Wisper:

(a) outside accountant prepared balance sheets of the Company (including notes thereto, the "**Balance Sheet**") as at December 31 in each of the years 2015 through

2017, and the related outside accountant prepared statements of income, changes in securities holders' equity, and cash flow for each of the fiscal years then ended, together with the report thereon of Kevin Tochtrop and Associates, CPA, independent certified public accountants, and

(b) an unaudited consolidated balance sheet of the Seller as at December 31, 2017 (the "**Interim Balance Sheet**") and the related unaudited statements of income, changes in securities holders' equity, and cash flow for the period then ended, including in each case the notes thereto.

Such financial statements and notes fairly present the financial condition and the results of operations, changes in securities holders' equity, and cash flow of the Company as at the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP. The Balance Sheet and the Interim Balance Sheet each reflect the consistent application of such accounting principles throughout the periods involved.

3.5 **Title to Properties; Encumbrances.**

(a) **Real Property.** *Schedule 3.5(a)* contains a complete and accurate list of all real property, leaseholds, or other interests therein owned by the Company.

(b) **Title.** The Company owns (with good and marketable title in the case of real property, subject only to the matters permitted by **subsection (d)**) all the properties and assets (whether real, personal, or mixed and whether tangible or intangible) that they purport to own located in the Facilities owned or operated by the Company or reflected as owned in the books and records of the Company, including all of the properties and assets reflected in the Balance Sheet and the Interim Balance Sheet (except for assets held under capitalized leases disclosed clearly in the Financial Statements and personal property sold since the date of the Balance Sheet and the Interim Balance Sheet, as the case may be, in the Ordinary Course of Business) and all the assets set forth in *Schedule 3.5(b)*.

(c) **Subsequently Acquired Assets.** The Company owns all of the properties and assets purchased or otherwise acquired by the Company since the date of the Balance Sheet (except for personal property acquired and sold since the date of the Balance Sheet in the Ordinary Course of Business and consistent with past practice).

(d) **Encumbrances.** Except as specifically set forth in *Schedule 3.5(d)* and except liens for current taxes not yet due, all material properties and assets reflected in *Schedules 3.5(a)* and *3.5(b)*, the Balance Sheet and the Interim Balance Sheet are free and clear of all Encumbrances and are not, in the case of real property, subject to any rights of way, building use restrictions, exceptions, variances, reservations, or limitations of any nature.

3.6 **Accounts Receivable.** All accounts receivable of the Company that are reflected on the Balance Sheet or the Interim Balance Sheet or on the accounting records of the Company as of the Closing Date (collectively, the "**Accounts Receivable**") represent or will represent valid obligations arising from sales actually made or services actually performed in the Ordinary Course of Business. *Schedule 3.6* contains a complete and accurate list of all Accounts

Receivable as of the date of the Interim Balance Sheet, which list sets forth the aging of such Accounts Receivable.

3.7 **Inventory.** All inventory of the Company, whether or not reflected in the Balance Sheet or the Interim Balance Sheet, consists of a quality and quantity usable and salable in the Ordinary Course of Business, except for obsolete items and items of below-standard quality, all of which have been written off or written down to net realizable value in the Balance Sheet or the Interim Balance Sheet or on the accounting records of the Company as of the Closing Date, as the case may be.

3.8 **Taxes.**

(a) **Tax Returns.** The Company has filed or caused to be filed, on a timely basis, all Tax Returns that are or were required to be filed by or with respect to it, pursuant to applicable Legal Requirements. Seller has delivered or made available to Wisper copies of, and *Schedule 3.8(a)* contains a complete and accurate list of, all such Tax Returns filed since December 31, 2010. The Company has paid, or made provision for the payment of, all Taxes that have or may have become due pursuant to those Tax Returns or otherwise, or pursuant to any assessment received by Seller or the Company, except such Taxes, if any, as are listed in *Schedule 3.8(a)* and are being contested in good faith and as to which adequate reserves (determined in accordance with GAAP) have been provided in the Balance Sheet and the Interim Balance Sheet.

(b) **Audits.** *Schedule 3.8(b)* contains a complete and accurate list of all audits of all such Tax Returns, including a reasonably detailed description of the nature and outcome of each audit. All deficiencies proposed as a result of such audits have been paid, reserved against, settled, or, as described in *Schedule 3.8(b)*, are being contested in good faith by appropriate proceedings. *Schedule 3.8(b)* describes all adjustments to the United States federal income Tax Returns filed by the Company for all taxable years since December 31, 2010, and the resulting deficiencies proposed by the IRS. Except as described in *Schedule 3.8(b)*, no Seller or the Company has given or been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other Person) of any statute of limitations relating to the payment of Taxes of the Company or for which the Company may be liable.

(c) **Reserves.** The charges, accruals, and reserves with respect to Taxes on the respective books of the Company are adequate (determined in accordance with GAAP) and are at least equal to the Company's liability for Taxes. There exists no proposed tax assessment against the Company, except as disclosed in the Balance Sheet or in *Schedule 3.8(c)*. All Taxes that the Company is or was required by Legal Requirements to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

(d) **Accurate Returns.** All Tax Returns filed by the Company are true, correct, and complete. There is no tax sharing agreement that will require any payment by the Company after the date of this Agreement.

3.9 Employee Benefits.

(a) *Schedule 3.9* contains a list of the Company Employee Benefit Plans established or maintained by the Company, or to which the Company contributes, as of the date of this Agreement or which were terminated during the six years preceding the date of this Agreement. Seller and the Company have made available to Wisper, prior to the date hereof, to the extent applicable, copies of (i) each Company Employee Benefit Plan listed on *Schedule 3.9* and all amendments thereto, (ii) each trust agreement or insurance policy pertaining to any of the Company Employee Benefit Plans and (iii) the most recent determination, opinion or advisory letter issued by the IRS with respect to any Company Employee Benefit Plan. Except as set forth on *Schedule 3.9*, all Company Employee Benefit Plans comply in form and in operation in all material respects with all applicable requirements of the IRC and ERISA and other applicable Legal Requirements, including the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Health Insurance Portability and Accountability Act of 1996, and the American Jobs Creation Act of 2004, except in any case in which any Company Employee Benefit Plan is currently required to comply with a provision of ERISA or of the IRC, but is not yet required to be amended to reflect such provision, it has been administered in all material respects in accordance with such provision of ERISA or of the IRC. Except as set forth on *Schedule 3.9*, there are no circumstances with respect to any “employee pension benefit plan,” within the meaning of Section 3(2) of ERISA (“*Pension Plan*”), maintained by the Company which is intended to meet the qualification requirements of Section 401(a) of the Code and to be tax exempt under Section 501(a) of the Code which would cause such Pension Plan to fail to meet the requirements of Section 401(a) of the Code or cause a revocation of tax exempt status under Section 501(a) of the Code or, with respect to any such Pension Plan for which a favorable determination letter has been received as to the qualification of such Pension Plan under the Code and each amendment thereto, which would result in a revocation of such determination letter. Except as set forth on *Schedule 3.9*, the Company does not maintain, and has not maintained, a plan subject to Sections 419 or 419(A) of the Code. Except as set forth on *Schedule 3.9*, the Company has not (i) incurred any liability for excise tax under Sections 4972, 4975, or 4976 of the Code or any liability or penalty under ERISA; or (ii) breached any of the duties or failed to perform any of the obligations imposed upon the fiduciaries or plan administrators under Title I of ERISA.

(b) The Company would not have any liability or contingent liability if any Company Employee Benefit Plan (including the payment by the Company of premiums for health care coverage for active employees or retirees) were terminated or if the Company were to cease its participation therein other than the administrative and legal costs associated with such termination. Except as set forth on *Schedule 3.9* or as set forth in the terms of a Company Employee Benefit Plan, neither the Company nor any of its affiliates or Persons acting on their behalf have made any written or oral promises or statements to employees or retirees who are now living which might reasonably have been construed by them as promising “lifetime” or other vested rights to benefits under any Company Employee Benefit Plan that cannot be unilaterally terminated or modified by the Company at its discretion at any time without further obligation.

(c) On a timely basis, the Company has made all contributions or payments to or under each Company Employee Benefit Plan as required pursuant to each such Company Employee Benefit Plan.

(d) Except as set forth on *Schedule 3.9*, no Company Employee Benefit Plan provides or is obligated to provide health or welfare benefits to any current or future retired or former employee other than any benefits required to be provided under COBRA or state continuation of coverage requirements.

(e) There are no pending audits or investigations by any Governmental Body involving the Company Employee Benefit Plans, and, to the Knowledge of Seller and the Company, no Threatened or pending claims (except for individual claims for benefits payable in the normal operation of the Company Employee Benefit Plans) or Proceedings involving any Company Employee Benefit Plan, any fiduciary thereof or service provider thereto, nor is there any reasonable basis for any such claim or Proceeding.

(f) There has been no amendment to or announcement by the Company to amend any Company Employee Benefit Plan to increase materially the benefits under such Company Employee Benefit Plan.

3.10 **Compliance With Legal Requirements; Governmental Authorizations.**

(a) Compliance.

(1) The Company is, and at all times has been, in full compliance with each Legal Requirement that is or was applicable to it or to the conduct or operation of the Business or the ownership or use of any of its assets;

(2) No event has occurred or circumstance exists that (with or without notice or lapse of time) (i) may constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any Legal Requirement, or (ii) may give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature; and

(3) The Company has not received any written notice or other written communication from any Governmental Body or any other Person regarding (i) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, or (ii) any actual, alleged, possible, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Governmental Authorizations. *Schedule 3.10(b)* contains a complete and accurate list of each Governmental Authorization that is held by the Company or that otherwise relates to the Business, or to any of the assets owned or used by, the Company, and no other Governmental Authorizations are required in order to conduct the business of the Company in the manner in which the business is currently conducted. Each Governmental Authorization listed or required to be listed in *Schedule 3.10(b)* is valid

and in full force and effect. The Company has at all times been in compliance with all Governmental Authorizations applicable to the Company, its assets or the Business.

(c) FCC Licenses. For each Governmental Authorization that is an FCC License, (i) the operations conducted thereunder comply with all Legal Requirements, including the rules, regulations and policies of the FCC and the FAA, (ii) all equipment and Facilities used in connection with the Business has been certified by the FCC and is operating in accordance with such certification, and (iii) Company has not entered into any agreements to accept or cause interference. Company is not operating without authority on frequencies that are required to be licensed by the FCC.

3.11 Legal Proceedings; Orders.

(a) Proceedings. There is no pending Proceeding (i) that has been commenced by or against the Company or that otherwise relates to the Business, or any of the assets owned or used by, the Company, or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions. To the Knowledge of Seller, no such Proceeding has been Threatened, and no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding.

(b) Orders. There is no Order to which the Company, or any of the assets owned or used by the Company, is subject, and Seller is not subject to any Order that relates to the business of, or any of the assets owned or used by, the Company.

3.12 Absence of Certain Changes and Events. Since the date of the Balance Sheet, the Company has conducted its business only in the Ordinary Course of Business and there has not been any:

(1) change in the Company's authorized or issued Shares (*limited liability interests*); grant of any stock (*unit*) option or right to purchase shares (*units of limited liability interests*) of the Company; issuance of any security convertible into such shares (*limited liability company interests*); grant of any registration rights; purchase, redemption, retirement, or other acquisition by the Company of any shares (*units of any such limited liability company interests*); or declaration or payment of any dividend or other distribution or payment in respect of shares of the Company (*units of limited liability company interests*);

(2) amendment to the Organizational Documents of the Company;

(3) payment or increase by the Company of any bonuses, salaries, or other compensation to any securities holder, director, officer, or (except in the Ordinary Course of Business) employee or entry into any employment, severance, or similar Contract with any director, officer, or employee;

(4) damage to or loss of any asset or property of the Company, whether or not covered by insurance, the damage to or loss of which would have a material adverse effect to the Company, taken as a whole.

(5) entry into, termination of, or receipt of notice of termination of (i) any license, distributorship, dealer, sales representative, joint venture, credit, or similar agreement, or (ii) any Contract or transaction involving a total remaining commitment by or to the Company of at least \$5,000;

(6) sale (other than sales of inventory in the Ordinary Course of Business), lease, or other disposition of any asset or property of the Company or mortgage, pledge, or imposition of any lien or other encumbrance on any material asset or property of the Company;

(7) cancellation or waiver of any claims or rights with a value to the Company in excess of \$5,000;

(8) material change in the accounting methods used by the Company;
or

(9) agreement, whether oral or written, by the Company to do any of the foregoing.

3.13 **Contracts; No Defaults.**

(a) **Applicable Contracts.** *Schedule 3.13(a)* contains a complete and accurate list, and Seller has delivered to Wisper true and complete copies, of (i) each Applicable Contract, and any amendment thereto, that is used to describe any right of the Company to use space on any tower, rooftop, building or other structure for its equipment, (ii) each Applicable Contract and any amendment thereto involving more than \$5,000 or which may not be cancelled without penalty or default upon thirty (30) days' notice (or less), (iii) each Applicable Contract that in any way purports to restrict the business activity of Company or limit the freedom of Company to engage in any line of business or to compete with any Person (iv) each power of attorney that is currently effective and outstanding, and (v) any Applicable Contract not entered into in the Ordinary Course of Business. *Schedule 3.13(a)* also contains the name and contact information of the counter-party, a description of the business terms, and the term of any Applicable Contract that is not in writing.

(b) **Restrictions.** Seller has no rights and may not acquire any rights under any Contract that relates to the Business, or any of the assets owned or used by, the Company.

(c) **Enforceability.** Except as described in *Schedule 3.13(c)*, each Applicable Contract is in full force and effect and is valid and enforceable in accordance with its terms. The Company has no knowledge of any breach or default under any Applicable Contract, whether by the Company or any other Person.

3.14 **Insurance Coverage.** *Schedule 3.14(a)* contains a complete and accurate list, and Seller has delivered to Wisper true and complete copies of: (i) all policies of insurance to which the Company is a party or under which the Company, or any officer or director of the Company, (in his or her capacity as an officer or director), is or has been covered at any time

within the three (3) years preceding the date of this Agreement, (ii) all pending applications for policies of insurance, and (iii) any statement by the auditor of the Company's financial statements with regard to the adequacy of such entity's coverage or of the reserves for claims. **Schedule 3.14(a)** indicates which insurance policies and coverages are in full force and effect as of the date of this Agreement and will be in full force and effect on the Closing Date.

3.15 Employees.

(a) Employee List. **Schedule 3.15(a)** contains a complete and accurate list of the following information for each employee or director of the Company, including each such person on leave of absence or layoff status: (i) name, (ii) job title, (iii) current compensation paid or payable and any change in compensation since December 31, 2016, and (iv) paid time off (PTO) accrued.

(b) **Schedule 3.15(b)** contains a complete and accurate list of the following information for each Person that is or was an independent contractor of the Company during the past 36 months: (i) name and tax identification number (SSN or EIN), (ii) description of services rendered, (iii) compensation paid or payable and any change in compensation since December 31, 2016.

(c) Retired Employees. No employee or director of the Company, or their dependents, is receiving benefits or scheduled to receive benefits in the future from the Company.

3.16 Labor Relations; Compliance.

(a) Collective Bargaining. The Company has not been and is not now a party to any collective bargaining or other labor Contract.

(b) Labor Relations. There has not been, there is not presently pending or existing, and there is not threatened, (i) any strike, slowdown, picketing, work stoppage, or employee grievance process, (ii) any Proceeding against or affecting the Company relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, or (iii) any application for certification of a collective bargaining agent.

(c) Compliance With Law. The Company has complied with all Legal Requirements relating to employment, equal employment opportunity, sexual harassment, nondiscrimination, immigration, wages, hours, benefits, (including Fair Labor Standards Act and any state and/or local wage-hour laws; and Davis-Bacon Act) collective bargaining, the payment of social security and similar taxes, occupational safety and health, and plant closing, including the appropriate classification of all Persons as employees and independent contractor and the appropriate classification of employees as exempt or non-exempt. The Company is not liable for the payment of any compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Legal Requirements.

(d) **Immigration.** Seller and the Company are in compliance in all material respects with all applicable Legal Requirements, including Section 274A(b) of the Immigration and Nationality Act, regarding the employment verification process for its employees. Seller has reviewed the employment records for the Company and the Company maintains a timely and properly completed Form I-9 for each current employee and for any former employee for which retention of Form I-9 is required. The Company does not knowingly or intentionally employ any person ineligible to work in the United States under federal, state or local law. The Company has never been the subject of (i) any immigration investigation, enforcement action or legal proceeding involving the federal government, (ii) any requests by U.S. Immigration Customs Enforcement to inspect such Company's I-9 Forms or other immigration records, or (iii) any state or local immigration enforcement investigation or legal proceeding. The Company has never received notification from the Social Security Administration, Internal Revenue Service or any federal, state or local governmental agency that information provided by the Company regarding an employee failed to match the agency's records.

3.17 **Intellectual Property.** The Company owns or has the license to use any and all intellectual property rights or assets, including, without limitation, any trademarks, service marks, fictitious names, patents, copyrights, and trade secrets which are currently used in the Business. Such licenses, trademarks, copyrights, fictitious names, services marks and patents are listed in *Schedule 3.17*.

3.18 **Environmental Matters.** The Company is, and at all times has been, in full compliance with, and has not been and is not now in violation of or liable under, any environmental law, whether federal, state or local. Neither Seller nor the Company has any basis to expect, nor has any of them or any other Person for whose conduct they are or may be held to be responsible, received from any Governmental Body or private citizen acting in the public interest, or the current or prior owner or operator of any Facilities, any actual or Threatened order, notice, or other communication of any actual or potential violation or failure to comply with any environmental law or Occupational Safety and Health Law, of any actual or Threatened obligation to undertake or bear the cost of any such laws with respect to (i) any of the Facilities or any other properties or assets (whether real, personal, or mixed) in which the Company has had an interest, or (ii) to any property or Facility at or to which hazardous materials were generated, manufactured, refined, transferred, imported, used, or processed by the Company, or any other Person for whose conduct they are or may be held responsible, or (iii) any property or Facility from which hazardous materials have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

3.19 **Bank Accounts.** As of the Closing, *Schedule 3.19* will list of all bank accounts, lock boxes, safe deposit boxes and post office boxes maintained in the name of or controlled by the Company and the names of the persons having access thereto. Seller and Company will sign any documents necessary, if requested by Wisper, on or after the date hereof, to change the names and identities of the persons having access to said accounts and boxes.

3.20 **Brokers Or Finders.** Seller represents and warrants that other than **Apex Business Advisors of Kansas City** and **Debbie Small ("Seller's Broker")**, Seller has not engaged or dealt with any broker or finder in connection with the sale contemplated by

this Agreement. Seller shall defend, indemnify and hold harmless Wisper from any claims, costs, damages or liabilities (including attorneys' fees) arising from any breach of the representation contained in this Section 3.20 Seller further acknowledges that Seller's Broker is solely the agent of the Seller, with all related responsibilities to the Seller (not the Wisper). Any and all commissions due to Seller's Broker shall be paid at closing out of the Seller's cash proceeds of the Sale, or (in the case of no cash proceeds to the Seller) in cash by Seller, as a condition of closing. The foregoing indemnity shall survive the Closing.

3.21 **Disclosure.** To the Knowledge of Seller, this Agreement and all other written agreements, lists, schedules, instruments, exhibits, documents, certificates, reports, statements, writings and other information furnished to Wisper pursuant hereto or in connection with this Agreement or the Contemplated Transactions are, in the aggregate, complete and accurate in all material respects. To the Knowledge of Seller no statement herein contains any untrue statement of a material fact, in light of the circumstances under which it was made, or omits to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, no misleading.

3.22 **Condition and Sufficiency of Assets.** The Facilities are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Facilities are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted before the Closing.

3.23 **Books and Records.** The books of account, minute books, stock (*unit*) record books, and other records of the Company, all of which have been made available to Wisper, are complete and correct and have been maintained in accordance with sound business practices and the requirements of Section 13(b)(2) of the Securities Exchange Act of 1934, as amended (regardless of whether or not the Company is subject to that section), including the maintenance of an adequate system of internal controls. The books of account of the Company are sufficient to permit calculation of the Adjustment Amount. The minute books of the Company contain accurate and complete records of all meetings held of, and company actions taken (whether at a meeting or by written consent) by, the securities holders, the members, and the managers, and no meeting of any such securities holders, the members, and the managers has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of the Company.

3.24 **Subscribers.** *Schedule 3.24* sets forth a true and complete list of all Subscribers including their contact information, location of service, and, as to each whether they have prepaid or are delinquent in payment for any services (and the amount thereof for each). On the Closing Date the number of non-delinquent Subscribers shall be not less than the number of non-delinquent Subscribers listed on *Schedule 3.24*.

3.25 **Resignation of Officers and Directors; Trustees and Plan Administrators.** The present directors and officers of Your Home Town Internet, Inc., and YHTI, Inc., are the following:

Directors: None pursuant to RSMo §351.805.

Officers: Fred Becker, Jr., President; Fred Becker, III, Vice president and Secretary; Linda Becker, Treasurer.

The written resignations of said officers and directors to be effective upon acceptance will be delivered to Wisper concurrently with the delivery of certificates representing the capital stock sold hereunder. Seller, as of the Closing Date, hereby resigns as a trustee and/or plan administrator of any and all employee benefit plans, retirement plans and fringe benefit plans of the Company.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Wisper represents and warrants to Seller as of the date hereof and as of Closing as follows:

4.1 **Authority.** This Agreement constitutes the legal, valid, and binding obligation of Wisper, enforceable against Wisper in accordance with its terms. Upon the execution and delivery by Wisper of the Promissory Note, the Promissory Note will constitute the legal, valid, and binding obligations of Wisper, enforceable against Wisper in accordance with its terms.

4.2 **Investment Intent.** Wisper is acquiring the Shares (*Units*) for its own account and not with a view to distribution within the meaning of Section 2(11) of the Securities Act.

ARTICLE 5 COVENANTS OF SELLER BEFORE CLOSING DATE

5.1 **Access and Investigation.** Between the date of this Agreement and the Closing Date, Seller will, and will cause the Company to, (i) afford Wisper and Wisper's Representatives full and free access to the Company's personnel, properties (including for subsurface testing), Contracts, books and records, and other documents and data, (ii) furnish Wisper and Wisper's Representatives with copies of all such Contracts, books and records, and other existing documents and data as Wisper may reasonably request, and (iii) furnish Wisper and Wisper's Representatives with such additional financial, operating, and other data and information as Wisper may reasonably request.

5.2 **Operation of the Business.** Except (i) as provided for on *Schedule 5.2*, (ii) as otherwise provided for herein, or (iii) as consented to in writing by Wisper, between the date of this Agreement and the Closing Date, Seller will, and will cause the Company to:

- (1) conduct the Business only in the Ordinary Course of Business;
- (2) use its best efforts to preserve intact the current business organization of the Company, keep available the services of the current employees and agents of the Company, and maintain the relations and goodwill with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with the Company;

(3) confer with Wisper concerning operational matters of a material nature; and

(4) otherwise report periodically to Wisper concerning the status of the Business and the operations and finances of the Company.

5.3 **Negative Covenants.** Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and the Closing Date, Seller will not, and will cause the Company not to, without the prior consent of Wisper, take any affirmative action, or fail to take any reasonable action within its control, as a result of which any of the changes or events listed in **Section 3.12** is likely to occur.

5.3.1 The Company shall not declare or pay any dividend or make any distribution, directly or indirectly, in respect of its capital stock or other securities, nor shall the Corporation directly or indirectly redeem, purchase, sell or otherwise acquire or dispose of its Capital Stock.

5.4 **Required Approvals and Consents.** As promptly as practicable after the date of this Agreement, Seller will, and will cause the Company to make all filings required by Legal Requirements to be made by them in order to consummate the Contemplated Transactions.

5.5 **Notification.** Between the date of this Agreement and the Closing Date, Seller will promptly notify Wisper in writing if Seller or the Company becomes aware of any fact or condition that causes or constitutes a Breach of any of Seller's representations and warranties as of the date of this Agreement, or if Seller or the Company becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules if the Schedules were dated the date of the occurrence or discovery of any such fact or condition, Seller will promptly deliver to Wisper a supplement to the Schedules specifying such change. During the same period, Seller will promptly notify Wisper of the occurrence of any Breach of any covenant of Seller in this **Article 5** or of the occurrence of any event that may make the satisfaction of the conditions in **Article 7** impossible or unlikely.

No notice given pursuant to this Section will contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this Agreement, in light of the circumstances in which they were made, not misleading.

5.6 **Payment of Indebtedness By Related Persons.** Seller will cause to be paid in full before Closing, all indebtedness owed to the Company by (i) Seller, or (ii) any person related to Seller.

5.7 **No Negotiation.** Until such time, if any, as this Agreement is terminated pursuant to **Article 9**, Seller will not, and will cause the Company not to, directly or indirectly (i) solicit, initiate, or encourage any inquiries or proposals from, (ii) discuss or negotiate with, (iii) provide any non-public information to, or (iv) consider the merits of any unsolicited inquiries or proposals from, any Person (other than Wisper) relating to any transaction involving the sale of

the Business or the assets of the Company (other than in the Ordinary Course of Business), or any interests of the Company, or any merger, consolidation, business combination, or similar transaction involving the Company.

5.8 **Seller's Best Efforts.** Between the date of this Agreement and the Closing Date, Seller will use its best efforts to cause the conditions set forth in **Articles 7 and 8** to be satisfied.

5.9 **Seller's Assistance with Assignment of FCC Licenses.** From and after the date of this Agreement, Seller will cooperate fully with Wisper and will provide Wisper with any information and assistance which Wisper shall request in connection with any application for the assignment to Wisper of the FCC Licenses.

ARTICLE 6 **COVENANTS OF WISPER BEFORE CLOSING DATE**

6.1 **Wisper's Best Efforts.** Between the date of this Agreement and the Closing Date, Wisper will use its best efforts to cause the conditions set forth in **Articles 7 and 8** to be satisfied, provided that nothing in this Agreement will require Wisper to (i) dispose of or make any change in any portion of Wisper's business, or (ii) pay any fee or incur any burden to obtain Governmental Authorizations or any other consent.

ARTICLE 7 **CONDITIONS PRECEDENT TO WISPER'S OBLIGATION TO CLOSE**

Wisper's obligation to purchase the Shares and to take the other actions required to be taken by Wisper at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions (any of which may be waived by Wisper, in whole or in part):

7.1 **Accuracy of Representations.** All of Seller's and Company's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement, and (except for those representations and warranties that speak as of a specific date) must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

7.2 **Seller's Performance.**

(a) **Covenants.** All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or before the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been duly performed and complied with in all material respects.

(b) **Deliveries.** Each document required to be delivered by Seller pursuant to **Section 2.4** must have been delivered.

7.3 **Governmental Authorizations and Consents.** Each of the Governmental Authorizations and Consents required and identified in **Schedule 3.2** must have been obtained by

Final Order and must be in full force and effect. For the avoidance of any confusion (and not by way of limitation), the FCC shall have provided the FCC Consents by Final Order.

7.4 **No Proceedings.** Since the date of this Agreement, there must not have been commenced or Threatened against Seller, or against any Person affiliated with Seller, any Proceeding (i) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (ii) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

7.5 **No Claim Regarding Share Ownership or Sale Proceeds.** There must not have been made or Threatened by any Person any claim asserting that such Person (i) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any shares of, or any other voting, equity, or ownership interest in, any of the Company, or (ii) is entitled to all or any portion of the Purchase Price payable for the Shares.

7.6 **No Prohibition.** Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Wisper or any of the Wisper Entities or Person affiliated with Wisper to suffer any material adverse consequence under, (i) any applicable Legal Requirement or Order, or (ii) any Legal Requirement or Order that has been published, introduced, or otherwise proposed by or before any Governmental Body.

7.7 **No Company Indebtedness.** On the Closing Date, the Company shall have no Company Indebtedness excluding however (a) liabilities to creditors for goods or services incurred in the Ordinary Course of Business and either (i) reflected on the Interim Balance Sheet or (ii) incurred since the date of the Interim Balance Sheet; and (b) liabilities expressly provided for on *Schedule 5.2*.

ARTICLE 8

CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS TO CLOSE

Seller's obligation to sell the Shares (*Units*) and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

8.1 **Accuracy of Representations.** All of Wisper's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement and (except for those representations and warranties which speak as of a specific date) must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

8.2 **Wisper's Performance.**

(a) **Covenants.** All of the covenants and obligations that Wisper is required to perform or to comply with pursuant to this Agreement at or before the Closing (considered collectively), and each of these covenants and obligations (considered individually), must have been performed and complied with in all material respects.

(b) **Deliveries.** Wisper must have delivered each of the documents required to be delivered by Wisper pursuant to **Section 2.4(b)** and must have made the cash payments required to be made by Wisper pursuant to **Sections 2.4(b)**.

8.3 **No Injunction.** There must not be in effect any Legal Requirement or any injunction or other Order that (i) prohibits the sale of the Shares (*Units*) by Seller to Wisper, and (ii) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.

8.4 **Governmental Authorizations and Consents.** Each of the Governmental Authorizations and Consents required and identified in *Schedule 3.2* must have been obtained.

ARTICLE 9 **TERMINATION**

9.1 **Termination Events.** This Agreement may, by notice given before or at the Closing, be terminated as follows:

(a) **Breach.** By either Wisper or Seller if a material Breach of any provision of this Agreement has been committed by the other party and such Breach has not been expressly waived in writing by the first party;

(b) **By Wisper.** By Wisper if any of the conditions in **Article 7** has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Wisper to comply with its obligations under this Agreement) and Wisper has not expressly waived such condition in writing on or before the Closing Date;

(c) **By Seller.** By Seller, if any of the conditions in **Article 8** has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement) and Seller has not expressly waived such condition in writing on or before the Closing Date;

(d) **Mutual.** By express mutual written consent of Wisper and Seller; or

(e) **Expiration of Time.** By either Wisper or Seller if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before June 1, 2018, or such later date as the parties may agree upon.

9.2 **Effect of Termination.** Each party's right of termination under **Section 9.1** is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a

right of termination will not be an election of remedies. If this Agreement is terminated pursuant to **Section 9.1**, all further obligations of the parties under this Agreement will terminate, except that the obligations in **Sections 12.1, 12.3 and 12.5** will survive; provided, however, that if this Agreement is terminated by a party because of the Breach of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 10 POST-CLOSING COVENANTS

10.1 Seller's Release of Claims.

(a) Seller hereby **RELEASES AND FOREVER DISCHARGES** Wisper, the Wisper Entities, the Company, and each of their respective officers, directors, employees, managers, agents, affiliates, equity holders, successors and assigns (individually, a "**Releasee**" and collectively, "**Releasees**") from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which Seller and its successors and assigns now has, have ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the Closing Date or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing Date, including, but not limited to, any rights to indemnification or reimbursement from the Company, whether pursuant to the Company's governing or organizational documents, contract or otherwise and whether or not relating to claims pending on, or asserted after, the Closing Date; provided, however, that nothing contained herein will operate to release any obligation of Wisper arising under this Agreement.

(b) Seller hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter purported to be released hereby.

10.2 Restrictive Covenant. Seller has acquired intimate knowledge about the customers, financial data, price and business negotiations and business techniques of Company.

(a) Restrictions. Seller hereby covenants and agrees that for five years from and after the Closing Date, Seller shall not, directly or indirectly, acting either individually or through others, or as an individual, partner, employee, agent, officer, equity holder or otherwise:

(1) solicit, divert, take away or attempt to take away the business of any past, present, or prospective customers of the Company, in any business or enterprise competing with the Company;

(2) initiate contact with or solicit any employee of the Company or any person employed by the Company during the twelve month period immediately preceding the date hereof, with the intent of hiring such employee; (ii) hire or otherwise engage the services of any such employee or former employee; (iii) induce or otherwise counsel, advise or encourage any such employee to leave the employment of the Company, or (iv) induce any supplier, vendor, licensor, licensee, business relation, representative or agent of the Company to terminate or modify its relationship with the Company; or

(3) within a radius of 50 miles from any Facility, transact any business with, own any interest directly or indirectly in, or be associated with or employed in any capacity by or on behalf of any person, partnership, firm, corporation or other business association engaged or seeking to engage in any business or enterprise competing directly or indirectly with the Company.

(b) Restrictions Reasonable. Seller has carefully read and considered the provisions of this Section and, having done so, agrees that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of the Company and Wisper.

(c) Restrictions Conformed to Maximum Allowable. If any of the provisions of this Section shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. If any provision of this Section relating to time period or areas of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or areas such court deems reasonable and enforceable, such time period or areas of restriction shall be deemed to become and thereafter be the maximum time period or areas which such court deems reasonable and enforceable.

(d) Remedies. Seller acknowledges and agrees that a breach of the provisions of this Section will cause Wisper and the Company irreparable injury and damage. Seller therefore, expressly agrees that Wisper and the Company shall be entitled to injunctive and other equitable relief to prevent a breach of this Section, or any part thereof by Seller, or by Seller's partners, agents, representatives, servants, employers, employees and any and all persons directly or indirectly acting for or with Seller, and to secure its enforcement, in addition to any other remedy to which the Company or Wisper might be entitled. Seller, Wisper, and the Company expressly waive the posting of any bond or surety required before the issuance of an injunction hereunder. However, if the court refuses to honor the waiver of bond hereunder, Seller, Wisper, and the Company hereby expressly agree to a bond in the amount of \$1,000. Any and all of Wisper's and the Company's remedies for the breach of this Section shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any and all other remedies with respect to the subject matter hereof. In the event Wisper files a suit to enforce this Restrictive Covenant and prevails in part of such action, then Wisper shall be entitled to recover, in addition to all other remedies, reasonable attorney fees and court costs incurred in such suit.

10.3 **Resignations.** Effective as of the Closing Date, Seller hereby (i) resigns as an officer of the Company, and (ii) resigns as a manager of the Company. Seller shall deliver to Wisper and the Company any property of the Company in his possession, and any keys, pass codes, passwords, or other means of access to the property of the Company, including, without limitation, any Facilities, vehicles, bank accounts, computer systems, or security systems.

10.4 **Section 336(e) Election.**

(a) Seller and the Company will join with Wisper in making an election under Section 336(e) of the IRC (and any corresponding election under state, local, and foreign tax law) with respect to the purchase and sale of the Shares (*Units*) hereunder (collectively, a "**336(e) Election**"). Seller individually covenants that he will include any income, gain, loss, deduction, or other tax item resulting from the Section 336(e) Election on Seller's Tax Returns to the extent required by applicable law. Promptly upon demand therefore by Wisper, Seller will reimburse the Company for any Tax imposed on the Company attributable to the making of the Section 336(e) Election.

(b) Wisper and Seller agree that the Purchase Price and the liabilities of the Company (plus other relevant items) will be allocated among the assets of the Company for all purposes (including Tax and financial accounting) in accordance with the methodology in the allocation schedule attached as *Schedule 10.4(b)* (the "*Allocation Schedule*").

10.5 **Certain Tax Matters.**

(a) The portion of Tax with respect to the income, property or operations of the Company that is attributable to any Tax period that begins on or before the Closing Date and ends after the Closing Date (a "*Straddle Period*") will be apportioned between the portion of the Straddle Period that extends before the Closing Date through the Closing Date (the "*Pre-Closing Straddle Period*") and the portion of the Straddle Period that extends from the day after the Closing Date to the end of the Straddle Period (the "*Post-Closing Straddle Period*") in accordance with this **Section 10.5**. The portion of any such Taxes attributable to the Pre-Closing Straddle Period will (i) in the case of any Taxes other than sales or use Taxes, value-added Taxes, employment Taxes, withholding Taxes, and any Tax on or measured by income, receipts or profits earned during a Straddle Period, be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the Pre-Closing Straddle Period and the denominator of which is the number of days in such Straddle Period, and (ii) in the case of any sales or use Taxes, value-added Taxes, employment Taxes, withholding Taxes, and any Tax on or measured by income, receipts or profits earned during a Straddle Period, be deemed equal to the amount that would be payable if the Straddle Period ended on and included the Closing Date. The portion of Tax attributable to a Post-Closing Straddle Period shall be calculated in a corresponding manner. To the extent that any Tax for a Straddle Period is based on the greater of a Tax on net income, on the one hand, or a Tax measured by net worth or some other basis not otherwise measured by income, on the other hand, the portion of such Tax related to the Pre-Closing Straddle Period and the Post-Closing Straddle Period will be determined

based on the foregoing and based on the manner in which the actual Tax liability for the entire Straddle Period is determined. In the case of a Tax that is (i) paid for the privilege of doing business during a period (a "*Privilege Period*"), and (ii) computed based on business activity occurring during an accounting period ending prior to such Privilege Period, any reference herein to a "Tax Period," a "tax period," or a "taxable period" shall mean such accounting period and not such Privilege Period.

(b) Seller shall prepare or cause to be prepared the Company's final C corporation Tax Returns if required covering the short year ending on the Closing Date. Seller shall provide evidence, reasonably satisfactory to Wisper, of both the timely filing of such Tax Returns and the timely payment of all taxes due. Otherwise, Wisper shall prepare all Tax Returns of the Company that are filed after the Closing Date. At least 30 days prior to the due date of any Tax Return covering a Pre-Closing Tax Period or a Straddle Period, Wisper shall deliver a copy thereof to the Seller for review and comment. The Seller shall provide comments to any such Tax Return within 15 days of their receipt of such Tax Return, and Wisper shall consider in good faith any reasonable comments requested by the Seller.

(c) Any Tax refunds that are received by Wisper or the Company and any amounts credited against any Tax to which Wisper or the Company becomes entitled that relate to Tax periods or portions thereof ending on or before the Closing Date shall be for the account of Seller, and Wisper shall pay or cause to be paid over to Seller any such refund or the amount of any such credit as soon as practicable after actual receipt of the cash benefit of such refund or credit.

(d) Wisper and Seller shall cooperate fully, as and to the extent requested by each other, in connection with any Tax Return or Tax matters relating to the Company (including by the provision of reasonably relevant records or information). The party requesting such cooperation shall pay or reimburse the reasonable out-of-pocket expenses of the other parties in connection therewith.

(e) If, after the Closing Date, Wisper or the Company receives any notice, letter, correspondence, claim or decree (a "*Tax Notice*") from any Governmental Body relating to any Pre-Closing Tax Period, Wisper shall, and shall cause the Company, as the case may be, to promptly deliver a complete copy of such Tax Notice to Seller.

ARTICLE 11 INDEMNIFICATION; REMEDIES

11.1 **Survival; Right to Indemnification Affected by Knowledge.** All representations, warranties, covenants, and obligations in this Agreement, the Schedules, the supplements to the Schedules, and any other certificate or document delivered pursuant to this Agreement will survive the Closing.

11.2 **Indemnification and Payment of Damages by Seller.** Seller will indemnify Wisper, the Wisper Entities, the Company, and their respective affiliates (collectively, the "**Indemnified Persons**") for, and will pay to the Indemnified Persons the amount of, any loss,

liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively, "**Damages**"), arising, directly or indirectly, from or in connection with:

(a) any Breach of any representation or warranty made by Seller in this Agreement (without giving effect to any supplement to the Schedules), the Schedules, the supplements to the Schedules, or any other certificate or document delivered by Seller pursuant to this Agreement;

(b) any services provided by the Company before the Closing Date;

(c) any Breach by Seller of any covenant or obligation of Seller in this Agreement; and

(d) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any such Person with Seller or the Company (or any Person acting on their behalf) in connection with any of the Contemplated Transactions.

11.3 **Indemnification and Payment of Damages by Wisper.** Wisper will indemnify Seller, and will pay to Seller the amount of any Damages arising, directly or indirectly, from or in connection with:

(a) any Breach of any representation or warranty made by Wisper in this Agreement or in any certificate delivered by Wisper pursuant to this Agreement; and

(b) any Breach by Wisper of any covenant or obligation of Wisper in this Agreement.

11.4 **Time Limitations.**

(a) **Seller's Representations.** Subject to the second sentence of this subsection (a), if the Closing occurs, Seller will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with before the Closing Date, unless on or before three years following the Closing Date Wisper notifies Seller of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Wisper. A claim with respect to **Sections 3.3, 3.8, 3.9, 3.11, 3.16, or 3.17**, or a claim for indemnification or reimbursement not based upon any representation or warranty or any covenant or obligation to be performed and complied with before the Closing Date (including without limitation a claim for indemnification under **Section 11.2(b)**), may be made at any time.

(b) **Wisper's Representations.** If the Closing occurs, Wisper will have no liability (for indemnification or otherwise) with respect to any representation or warranty, or covenant or obligation to be performed and complied with before the Closing Date, unless on or before three years following the Closing Date Seller notifies Wisper of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Seller.

11.5 **Right of Set-Off.** Upon notice to Seller specifying in reasonable detail the basis for such set-off, Wisper may set off any amount to which it may be entitled under this **Article 11** against amounts otherwise payable under the Promissory Note. The exercise of such right of set-off by Wisper in good faith, whether or not ultimately determined to be justified, will not constitute an event of default under the Promissory Note. Neither the exercise of nor the failure to exercise such right of set-off or to give a notice of a Claim will constitute an election of remedies or limit Wisper in any manner in the enforcement of any other remedies that may be available to it.

11.6 **Procedure for Indemnification--Third Party Claims.**

(a) **Notice.** Promptly after receipt by an indemnified party under **Sections 11.2, 11.3, or Section 11.4** of notice of the commencement of any Proceeding against it, such indemnified party will, if a claim is to be made against an indemnifying party under such Section, give notice to the indemnifying party of the commencement of such claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnifying party's failure to give such notice.

(b) **Participation of Indemnifying Party.** If any Proceeding referred to in **Section 11.8** is brought against an indemnified party and such indemnified party gives notice to the indemnifying party of the commencement of such Proceeding, the indemnifying party will, unless the claim involves Taxes, be entitled to participate in such Proceeding and, to the extent that it wishes to assume the defense of such Proceeding with counsel satisfactory to the indemnified party, (unless (i) the indemnifying party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding).

(c) **Assumption of Defense by Indemnifying Party.** After notice from the indemnifying party to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under this **Article 11** for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding, other than reasonable costs of investigation. If the indemnifying party assumes the defense of a Proceeding:

(1) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification;

(2) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (i) there is

no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the indemnified party, and (ii) the sole relief provided is monetary damages that are paid in full by the indemnifying party; and

(3) the indemnified party will have no liability with respect to any compromise or settlement of such claims effected without its consent.

(d) No Assumption of Defense by Indemnifying Party. If notice is given to an indemnifying party of the commencement of any Proceeding and the indemnifying party does not, within ten (10) days after the indemnified party's notice is given, give notice to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the indemnified party.

(e) Assumption of Defense by Indemnified Party. Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Proceeding, but the indemnifying party will not be bound by any determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(f) Consent to Jurisdiction. Seller hereby consents to the non-exclusive jurisdiction of any court in which a Proceeding is brought against any Indemnified Person for purposes of any claim that an Indemnified Person may have under this Agreement with respect to such Proceeding or the matters alleged therein, and agrees that process may be served on Seller with respect to such a claim anywhere in the world.

11.7 Procedure for Indemnification--Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

11.8 Deficiency in Subscribers. In the event that, contrary to Section 3.24, the number of non-delinquent Subscribers on Schedule 3.24 shall exceed the number of non-delinquent Subscribers on the Closing Date, Wisper's Damages therefore shall be the product of such excess multiplied by \$1,000.00.

ARTICLE 12 GENERAL PROVISIONS

12.1 Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. At or prior to Closing,

Seller will cause the Company to pay such expenses incurred by the Company or be liable for the same.

12.2 **Public Announcements.** Any public announcement or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as Wisper shall determine. Seller and Wisper will consult with each other concerning the means by which the Company's employees, customers, and suppliers and others having dealings with the Company will be informed of the Contemplated Transactions, and Wisper will have the right to be present for any such communication.

12.3 **Confidentiality.** Between the date of this Agreement and the Closing Date, Wisper and Seller will maintain in confidence, and will cause the directors, officers, employees, agents, and advisors of Wisper and the Company to maintain in confidence any written information stamped "confidential" when originally furnished by another party or the Company in connection with this Agreement or the Contemplated Transactions, unless (i) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (ii) the use of such information is necessary or appropriate in making any filing or obtaining any Governmental Authorization or Consent required for the consummation of the Contemplated Transactions, or (iii) the furnishing or use of such information is required by legal proceedings.

12.4 **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand, (ii) delivered by electronic mail (email), (iii) if sent by registered mail, return receipt requested, upon the date of receipt set forth in the return receipt, or (iv) if sent by a nationally recognized overnight delivery service for next day delivery, the first business day after it was sent, in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

Seller: Your Home Town Internet Inc.
214 Elm Street, Suite 101
Washington, MO 63090
Attn: Fred Becker, Jr.
Email: fred@yhti.net

With a Copy to: Fred Becker, Jr.
7778 Liberty School Road
Leslie, MO 63056
Email: fred.becker44@gmail.com

Wisper: Wisper MO No. 2 LLC
c/o Wisper ISP, Inc.
9711 Fuesser Road
Mascoutah, IL 62258
Attention: Nathan T. Stooke
Email: nstooke@wisperisp.com

With a Copy to:

Notice to counsel shall not constitute notice to a party. All notices will be deemed effective upon receipt by the other party.

12.5 **Jurisdiction; Service of Process.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement, brought against any of the parties shall be exclusively brought in the courts of the State of Missouri, County of St. Louis, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Missouri, and each of the parties consents to the jurisdiction and venue of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. This Agreement shall be interpreted and construed according to the laws of the State Missouri.

12.6 **Further Assurances.** The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

12.7 **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (i) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (ii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

12.8 **Entire Agreement and Modification.** This Agreement supersedes all prior agreements (including any letter of Intent) between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

12.9 **Schedules.** The disclosures in the Schedules must relate only to the representations and warranties in the Section of the Agreement to which they expressly relate and not to any other representation or warranty in this Agreement.

12.10 **Assignments, Successors, and No Third-Party Rights.** Neither party may assign any of its rights under this Agreement without the prior consent of the other parties, which

will not be unreasonably withheld, conditioned or delayed. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

12.11 **Severability**. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12.12 **Article and Section Headings, Construction**. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Article" or "Articles" or "Section" or "Sections" refer to the corresponding Article or Articles or Section or Sections, respectively, of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

12.13 **Time Of Essence**. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

12.14 **Governing Law**. This Agreement will be governed by the laws of the State of Missouri without regard to conflicts of laws principles.

12.15 **Execution, Delivery and Counterparts**. This Agreement and any amendments hereto may be executed and delivered by facsimile or other electronic transmission, in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one agreement that binds all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Securities Purchase Agreement with the intent to be legally bound as of the date written in the first paragraph.

BUYER:

WISPER MO NO.2 LLC
By: WISPER ISP, INC., Member

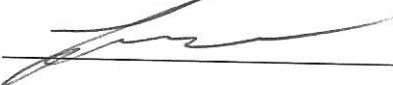
By: 

Name: Nathan T. Stooke

Title: President


SELLER:

YOUR HOME TOWN INTERNET, INC.

By: 

Name: Fred Becker, Jr.

Title: President


FRED BECKER, JR. individually

COMPANY

YHTI, INC.

By: 

Name: Fred Becker, Jr.

Title: President

Exhibit 2

Order Granting Certificate to Provide Basic Local Telecommunications Services

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of Aurora Communications)
for a Certificate of Service Authority to Provide Basic Local)
Telecommunications Services in Portions of the State of) **Case No. CA-2007-0175**
Missouri and to Classify Said Services and the Company)
as Competitive)

ORDER GRANTING CERTIFICATE TO PROVIDE BASIC LOCAL TELECOMMUNICATIONS SERVICES

Issue Date: January 22, 2007

Effective Date: February 1, 2007

This order grants a certificate of service authority to provide basic local telecommunications services in the state of Missouri, classifies those services and the company as competitive, and waives certain statutes and regulations.

On November 1, 2006,^[1] Aurora Communications, Inc. applied for a certificate of service authority to provide basic local exchange telecommunications services within the state of Missouri, and for competitive classification. After amending its application on November 15, the company sought certification to provide basic local service in portions of Missouri that are currently being served by Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, CenturyTel of Missouri L.L.C, and Windstream Missouri, Inc. Aurora is a Missouri corporation and is authorized to do business in Missouri by the Missouri Secretary of State.

On November 21, following the filing of Aurora's amended application, the Commission issued its Notice of Applications, establishing a 15-day deadline for intervention. No applications to intervene were received. On January 10, 2007, the Staff of the Commission recommended that the requested certificate, classification, and waivers be granted, subject to conditions.

The Commission may grant an application for a certificate of service authority to provide telecommunications service upon a showing that the applicant has met the statutory requirements, including relevant service standards,^[2] and that the grant of authority is in the public interest.^[3]

Based on the verified application, including Aurora's stated commitment to comply with all applicable rules, as well as Staff's uncontested recommendation, the Commission finds that Aurora satisfies the requirements for certification and that granting such certificate is in the public interest.

Aurora also requests that it and its services be classified as competitive and that the application of certain statutes and regulatory rules be waived. The Commission may classify a telecommunications service as competitive if the Commission determines that the applicant is subject to a sufficient degree of competition to justify a lesser degree of regulation.^[4] The Commission may only classify a telecommunications carrier as competitive if all of its services are so classified.^[5] The Commission may waive the application of certain statutes and of its rules to a competitive carrier if it determines that such waiver is consistent with the purposes of Chapter 392.^[6]

The Commission finds that Aurora will compete with incumbent local exchange carriers, as well as other competitive local exchange carriers, in the exchanges in which it provides basic local telecommunications service. The Commission finds that Aurora will be subject to a sufficient level of competition to justify a lesser degree of regulation. Furthermore, all of the services Aurora will offer are qualified for classification as competitive services.

The Commission may waive certain statutes and administrative rules for competitively classified carriers "if such waiver or modification is otherwise consistent with the other provisions of Section 392.361 to 392.520 and the purposes of this chapter."^[7] The Commission has developed a standard list of statutes and regulations that it waives for competitive local exchange carriers. The Commission finds that the waiver of those statutes and regulation is consistent with the purposes of Chapter 392, and will waive those provisions for Aurora.

The Commission may also require a telecommunications company to comply with any conditions reasonably necessary to protect the public interest. Staff recommends that Aurora's application be granted subject to certain restrictions regarding switched access rates, and in addition, that Aurora's certificate to provide basic local exchange telecommunications service in the service area of Windstream Missouri, Inc. be conditioned on compliance with Section 392.451. These conditions are routinely recommended by Staff and Aurora accepted them in its application. The conditions proposed by Staff are necessary to protect the public interest and will be adopted.

The Commission places Aurora on notice that failure to comply with certain obligations pursuant to law may result in penalties assessed against the company. These obligations include, but are not limited to, the following:

- A) The obligation to file an annual report, as established by Section 392.210, RSMo 2000. Failure to comply with this obligation will make the utility liable for a penalty of \$100 per day for each day that the violation continues. Rule 4 CSR 240-3.540 requires telecommunications utilities to file their annual report on or before April 15 of each year.
- B) The obligation to pay an annual assessment fee established by the Commission, as required by Section 386.370, RSMo 2000.
- C) The obligation to comply with all relevant laws and regulations, as well as orders issued by the Commission. If the company fails to comply it is subject to penalties for noncompliance ranging from \$100 to \$2,000 per day for each offense, under Section 386.570, RSMo 2000.
- D) The obligation to keep the Commission informed of its current address and telephone number.

The company is reminded that its officers may not represent it before the Commission. The company must be represented by an attorney licensed to practice law in Missouri.

In addition, Section 392.410.5, RSMo Cum. Supp. 2005, provides that the company's certificate of service authority becomes null and void one year from the date of this order unless the company has exercised its authority under that certificate.

The Commission notes that before providing telecommunications services in Missouri, a party shall possess the following: (1) an interconnection agreement approved by the Commission; (2) except for wireless providers, a certificate of service authority from the Commission to provide interexchange or basic local telecommunications services; and (3) except for wireless providers, a tariff approved by the Commission.

Aurora did not file a proposed tariff as part of its application. The Commission's regulations do not require that such a tariff be filed along with an application for a certificate, but Aurora is reminded that it cannot provide service in Missouri until its tariff is approved by this Commission.

IT IS ORDERED THAT:

1. Aurora Communications, Inc. is granted a certificate of service authority to provide basic local telecommunications services in the exchanges of Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, CenturyTel of Missouri L.L.C; and Windstream Missouri, Inc., subject to the conditions and recommendations contained in the Staff's Memorandum.

2. Aurora Communications, Inc. and the services it offers are classified as competitive.

3. Aurora Communications, Inc.'s originating and terminating access rates will be no greater than the lowest Commission-approved corresponding access rates in effect for each incumbent local exchange carrier within whose service area Aurora Communications, Inc. seeks authority to provide service, unless authorized by the Commission pursuant to Section 392.220 and 392.230, RSMo.

4. The certificates and competitive service classification for switched exchange access are granted conditioned on the continued applicability of Section 392.200, RSMo, and the requirement that any increase in switched access service rates above the maximum switched access service rates set forth herein shall be made pursuant to Section 392.200 and 392.230, RSMo, and not Section 392.500 and 392.510, RSMo.

5. If the directly competing incumbent local exchange carrier, in whose service area Aurora Communications, Inc. is operating, decreases its originating or terminating access service rates, Aurora Communications, Inc. shall file an appropriate tariff amendment to reduce its originating or terminating access rates in the directly competing incumbent local exchange carrier's service area within 30 days of the directly competing incumbent local exchange carrier's reduction of its originating or terminating access rates in order to maintain the cap.

6. In addition to the other conditions imposed, Aurora Communications, Inc.'s certificate to provide basic local exchange telecommunications service in the service area of Windstream Missouri, Inc. shall be conditioned on Aurora Communications, Inc.'s compliance with Section 392.451, RSMo 2000.

7. Application of the following statutes and Commission rules is waived:

Statutes

- 392.210.2 - uniform system of accounts
- 392.240.1 - rates-rentals-service & physical connections
- 392.270 - valuation of property (ratemaking)
- 392.280 - depreciation accounts
- 392.290 - issuance of securities
- 392.300.2 - acquisition of stock

- 392.310 - stock and debt issuance
- 392.320 - stock dividend payment
- 392.330 - issuance of securities, debts and notes
- 392.340 - reorganization(s)

Commission Rules

- 4 CSR 240-3.550(5)(C) - exchange boundary map
- 4 CSR 240-10.020 - depreciation fund income
- 4 CSR 240-30.040 - uniform system of accounts

8. The certification granted herein is conditioned upon the company's compliance with the regulatory obligations set out in this order.

9. Aurora Communications, Inc. is advised that the grant of authority contained in this order may not, by itself, be sufficient to permit it to lawfully provide telecommunications services in Missouri. Specifically, Aurora Communications, Inc. cannot lawfully provide telecommunications services until it has a tariff in effect for such services. When Aurora Communications, Inc. submits such a tariff, it shall do so by filing a non-case tariff submission. The tariff submission shall not be filed in this case.

10. This order and Aurora Communications, Inc.'s certificate shall become effective on February 1, 2007.

11. This case shall be closed on February 2, 2007.

BY THE COMMISSION

(S E A L)

Colleen M. Dale
Secretary

Harold Stearley, Regulatory Law Judge,
by delegation of authority pursuant
to Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 22nd day of January, 2007.

[1] All dates throughout this order refer to the year 2006 unless otherwise noted.

[2] See Sections 392.450, 392.451 and 392.455, RSMo 2000. All statutory references, unless otherwise specified, are to the Revised Statutes of Missouri (RSMo), revision of 2000.

[3] Sections 392.430 and 392.440.

[4] Section 392.361.2.

[5] Section 392.361.3.

[6] See Sections 392.185, 392.361.3 and 392.420.

[7] Sections 392.361.5 and 392.420.

Exhibit 3
Certificate of Good Standing

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WISPER ISP, INC.

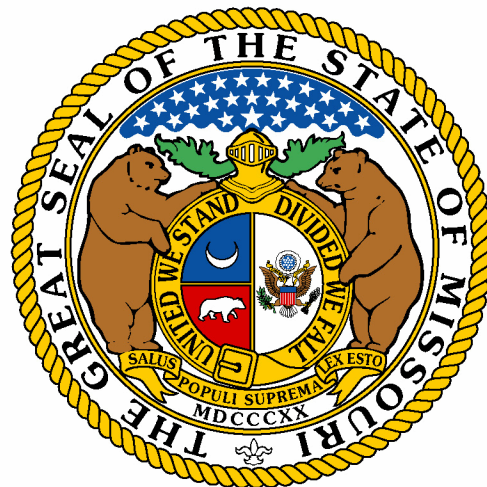
using in Missouri the name

WISPER ISP, INC.
F01246555

a ILLINOIS entity was created under the laws of this State on the 3rd day of August, 2012, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of December, 2018.


Secretary of State



Certification Number: CERT-12112018-0077