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COMMISSION
CLERK

May 19, 2010

VIA HAND DELIVERY

Ms. Ann Cole, Commission Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 100180-TC; Petition for Approval of Transfer of Controlling Stock Interest in ITS Telecommunications Systems, Inc., Cancellation of PATS Certificate and Waiver of Carrier Selection Requirements

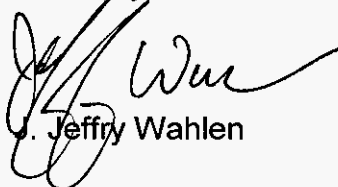
Dear Ms. Cole:

Enclosed for filing in the above-referenced docket are the original and fifteen (15) copies of ITS's **Amended** Petition for Approval of Transfer of Controlling Stock Interest in ITS Telecommunications systems, Inc., Cancellation of PATS Certificate and Waiver of Carrier Selection Requirements.

Please acknowledge receipt and filing of the above by stamping the duplicate of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,



J. Jeffrey Wahlen

COM _____
APA _____
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SSC _____
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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

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JJW/jh

Enclosures

cc: Jeffrey S. Leslie, President (w/encls.)
Timisha Brooks
J.R.Kelly/Charles J. Beck

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Transfer)
of Controlling Stock Interest in ITS)
Telecommunications Systems, Inc.,)
Cancellation of PATS Certificate No. 7551,)
and Waiver of Carrier Selection Requirements)
_____)

DOCKET NO. 100180-TC

FILED: May 19, 2010

**AMENDED PETITION FOR APPROVAL OF TRANSFER
OF CONTROLLING STOCK INTEREST IN
ITS TELECOMMUNICATIONS SYSTEMS, INC.,
CANCELLATION OF PATS CERTIFICATE AND
WAIVER OF CARRIER SELECTION REQUIREMENTS**

1. To the extent required by Section 364.33, Florida Statutes, ITS Telecommunications Systems, Inc. (“ITS”) hereby requests approval of the indirect transfer of control of telecommunications facilities from the trustees of the Robert M. Post Marital Trust (“Trust”) to Jeffrey S. Leslie (“Leslie”) resulting from the Stock Redemption Agreement (the “Agreement”) executed on March 27, 2010. A copy of the Agreement is attached hereto as Exhibit “A”.

2. The transaction detailed in the Agreement is a stock transaction and does not directly affect the ownership or operation of ITS or its ILEC certificates.¹ As such, the transaction will be transparent and seamless to consumers of ITS. ITS will continue to provide service just as it did before the transaction.

3. No transfer of telecommunications facilities or certificates held by ITS will be required by or result from the stock redemption transaction. No tariffs will be amended. The

¹ In addition to ITS Telecommunications Systems, Inc. (holder of Local Exchange Telecommunications Certificate No. 30, Alternative Local Exchange Telecommunications Certificate No. 4873, Pay Telephone Service Certificate No. 7551 and IXC registration TK 162), the transaction involves the transfer of Arrow Communications, Inc., former holder of IXC Certificate No. 3498, which was cancelled in 2009 in Docket No. 090363. No request is made for approval of transfer of such companies and/or certificates that are not required pursuant to Florida Statutes.

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proposed transaction simply changes the ownership of the holding company that owns ITS (Postco, Inc.) from the trust to Leslie, the President and CEO of ITS since 2007 and has served as chief operating officer since 1996. As such, ITS will continue to have the requisite managerial, technical and financial ability to provide the services that it currently provides.

4. Upon completion of the transaction, this Commission will retain the same regulatory authority over ITS that it possesses today. As a result, the Commission will be able to ensure high quality service at just and reasonable rates after the closing of the Agreement as it does today.

5. This indirect transfer of control of facilities and operations is in the public interest. ITS was previously controlled by Robert M. Post, Jr. (who died in 2007) through the Trust. In connection with wrapping up his estate, the business entities he formerly controlled are being disposed of. The acquisition by Leslie of the issued and outstanding shares of stock in Postco from the Trust will not result in any change in management or operation of ITS, and the expertise of existing management will remain in place. ITS will continue to have access to RUS financing to fund any needed capital costs of ITS. ITS will continue to have the ability to provide consistent and uninterrupted service to its customers.

6. The proposed transaction does not affect the Commission's powers with respect to the rates and services of the Applicant or the authority of other governmental agencies as to ITS's services or facilities. Thus, the proposed transaction will not have any adverse effect upon ITS or its services.

7. ITS respectfully requests that the Commission give this Application expedited consideration.

THE PARTIES

8. ITS Telecommunications Systems Inc. ("ITS") is a Florida corporation certificated by this Commission to provide local exchange services (ILEC Certificate No. 30, ALEC Certificate No. 4873) and pay telephone services (PATS Certificate No. 7551), and is a wholly-owned subsidiary of Postco. ITS's principal business address is 15925 S.W. Warfield Blvd., Indiantown, FL 34956. Although the transaction described herein contemplates the transfer of the majority organizational control of Postco, Section 364.337, Florida Statutes, exempts competitive local exchange telecommunications companies from obtaining approval of the transfer of control of such certificates. As such, the transfer of control of the CLEC certificate does not require approval, and ITS does not request such approval.

9. Arrow Communications, Inc. ("Arrow") is a Florida corporation formerly certificated by this Commission to provide interexchange telecommunications services (IXC Certificate No. 3498). Although the transaction described herein contemplates the transfer of the majority organizational control of Postco, Arrow is not certificated by the FPSC and no approval of the transfer is necessary as to Arrow.

REQUIREMENTS FOR APPROVAL OF TRANSFER OF CONTROL

10. Section 364.33, Florida Statutes, states that a person may not acquire majority organizational control of telecommunications facilities without prior approval.

11. Section 364.33 does not apply to competitive local exchange carriers ("CLECs"). Likewise, intrastate interexchange carriers ("IXCs") are exempt from this statutory requirement pursuant to Section 364.02(14)(g), Florida Statutes. Although the transfer of a pay telephone service certificate requires Commission approval, ITS requests cancellation of its PATS Certificate (See below).

12. In light of these provisions, this Commission's approval should be required only as to the indirect transfer of control of the facilities and operations of ITS Telecommunications Systems, Inc. with respect to its ILEC operations.

13. In determining whether to approve a transfer pursuant to Section 364.33, Florida Statutes, the Commission has stated that its review of the public interest includes review of the management, technical and financial capability of the companies within the framework of Chapter 364, Florida Statutes.²

MANAGERIAL, TECHNICAL AND FINANCIAL ABILITY

14. ITS has a seasoned management team with many years of experience in the telecommunications industry. Its customer services staff and the local operating staff are also well experienced in their areas of operations. There are no plans to change either the management team or the customer services staff as a result of the proposed transaction. ITS will continue to be managed and operated by the same officers and personnel that currently run their operations. Attached hereto as Exhibit "B" is a list of the officers and managers (and the number of years of experience they have in the industry) that will remain in managerial and technical positions with the newly established holding company.

15. ITS has an experienced technical team that it will maintain, as indicated in Exhibit "B" attached hereto. The subject transaction does not affect the technical capabilities of ITS or any of the telecommunications subsidiaries, and ITS will maintain the same technical capabilities it possesses today. All equipment, buildings, systems, software licenses and telecommunications facilities owned by and used by ITS in the provision of its service will remain with ITS with no change in status or ownership.

² See Order No. PSC-06-0531-PAA-TP, Joint Application for Approval of Indirect Transfer of Control of Facilities Relating to Merger of AT&T Inc. and BellSouth Corporation, Docket No. 060308-TP (issued June 23, 2006).

16. Following the transfer of control of Postco, ITS will continue to own or have arrangements to use all of the necessary network facilities and ordering, provisioning, billing and customer care capabilities required to continue to provide excellent quality telecommunications services.

17. Upon transfer of majority organizational control, ITS will be financially capable of fulfilling all of the requirements of a telecommunications utility. ITS will continue to have access to RUS financing to fund initial improvements and the change of control will not impair ITS's ability to make capital improvements.

18. The post-closing capital structure of ITS will be substantially similar to its pre-closing capital structure, and ITS has provided good customer service under its existing capital structure for many years. ITS is not aware of any circumstances that would suggest that RUS's commitment to finance ITS is inadequate or will keep ITS from continuing to maintain its high level of quality telecommunications services.

19. As noted in Paragraphs 2 and 3, above, this transaction will be completely transparent and seamless to ITS's customers.

20. All of the above facts demonstrate that ITS will maintain the requisite managerial, technical and financial capabilities to fully support its operations subsequent to the transfer of majority organization control. As such, this Commission should find that the requested approval for transfer is within the public interest.

REQUEST FOR WAIVER OF CARRIER SELECTION RULES

21. To the extent necessary under Rule 25-4.118, Florida Administrative Code, ITS requests a waiver of such carrier selection requirements or, in the alternative, a determination that Rule 25-4.118 does not apply when a transfer of majority organization control does not

affect the name or structure of the carrier and/or service providers involved. As noted in Paragraphs 2, 3 and 19, this transaction will be transparent and seamless to customers and, as such, carrier selection requirements should be waived or ruled inapplicable.

CANCELLATION OF CERTIFICATE NO. 7551 FOR PAY TELEPHONE SERVICE


22. Pursuant to Rule 25-24.514(2), ITS requests the voluntary cancellation of its PATS Certificate No. 7551. The regulatory assessment fees are current and none are further due at the time of this Petition. ITS requests this cancellation because it no longer provides any pay telephone services.

CONCLUSION

For the foregoing reasons, ITS has demonstrated that the transfer of majority organizational control as a result of the Stock Redemption Agreement, Request for Waiver of Carrier Selection Rules and voluntary cancellation of ITS's PATS certificate are in the public interest.

DATED this 19th day of May, 2010.

Respectfully submitted,



J. JERRY WAHLEN
OPAL MCKINNEY-WILLIAMS
Ausley & McMullen
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Tallahassee, FL 32302
(850) 224-9115 (voice)
(850) 222-7560 (fax)
jwahlen@ausley.com
omckinney-william@ausley.com

ATTORNEYS FOR
ITS TELECOMMUNICATIONS SERVICES, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by Hand Delivery on this 19th day of May, 2010, to J. R. Kelly/Charles J. Beck, Office of Public Counsel, c/o The Florida Legislature, 111 W. Madison Street, Room 812, Tallahassee, FL 32399-1400 and Timisha Brooks, Office of General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.



Attorney

STOCK REDEMPTION AGREEMENT

This Stock Redemption Agreement (**Agreement**) is entered into as of March 27, 2010 (**Effective Date**), by and among: **LINDA M. POST** and **DAVID RALICKI**, Trustees of the Robert M. Post Marital Trust dated April 6, 1999 (**Seller**); **POSTCO, INC.**, a Florida corporation (**Corporation** or **Buyer**); and **JEFFREY S. LESLIE** (**Leslie**).

Background

- A. Seller owns all the outstanding common stock of Postco, Inc. (the **Shares**).
- B. Seller agrees to sell and Buyer agrees to redeem all of Seller's stock and any other interest or claims of Seller in the Corporation, as set forth in this Agreement.

In consideration of the foregoing paragraphs, which are deemed a part of this Agreement, the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. PURCHASE AND SALE OF SHARES

1.1 **Agreement to Purchase and Sell.** Effective as of the Closing Date and upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer, convey, and deliver to Buyer all of Seller's right, title and interest in and to the Shares; and Buyer shall purchase and accept the Shares. The Shares shall be transferred free and clear of any lien, pledge, charge, security interest, or encumbrance of any nature (**Lien**), other than the Stock Pledge Agreement dated January 7, 1998, among Robert M. post, Jr., Postco, Inc., United States Cellular Corporation, CFC Parent, Inc., and LaSalle National Bank (the **Stock Pledge Agreement**). The Stock in the Corporation issued to Leslie shall be substituted as collateral for the Stock Pledge Agreement.

1.2 **Transfer of All Interests in the Corporation.** This sale shall include all rights, interests, and claims that Seller may have in the Corporation; and except as specifically provided in this Agreement, Seller hereby relinquishes all such rights, interests, and claims, including, without limitation: (a) claims to ownership in the Corporation; (b) claims to any undistributed profits of the Corporation; and (c) rights under any stockholder's agreement involving the Corporation.

1.3 **Closing Date.** The Closing of the purchase and sale contemplated herein (the **Closing**) shall take place at a time and place as the parties mutually agree within five (5) days following the satisfaction of the Conditions Precedent to Buyer's Obligations as set forth in Section 4.1 below. The Closing shall occur no later than August 30, 2010; provided, however, if the governmental and lender approvals specified in Conditions Precedent to Buyer's Obligations (paragraph SECTION 4 below) are not received by the close of business on August 30, 2010, the Closing Date shall be automatically extended to a mutually agreed upon date no later than thirty (30) days after the last of such approvals is received, provided Buyer gives Seller written notice prior to August 30, 2010 that an

Post Marital Trust/Postco, Inc./Leslie
STOCK REDEMPTION AGREEMENT

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extension is necessary and the approvals are being diligently pursued. If all the Conditions Precedent to Buyer's Obligations have not been satisfied by October 31, 2010, the Agreement shall terminate unless mutually agreed to otherwise by the parties.

1.4 **Evidence of Transfer.** At the Closing and thereafter, as Buyer may from time to time request, Seller shall execute and deliver to the Buyer and to Leslie such reasonable and necessary documents and instruments of conveyance as may be appropriate and shall take or cause to be taken such reasonable and necessary actions as Buyer and Leslie may reasonably request in order to accomplish the transfer of the Shares and the consummation of the matters contemplated by this Agreement. All such documents shall be in the form reasonably satisfactory to Buyer and Leslie.

SECTION 2. CONSIDERATION AND RELATED TRANSACTIONS

2.1 **Purchase Price.** The purchase price for the Shares and all rights transferred by Seller (the **Purchase Price**) shall be as follows:

- (a) The Corporation at the Closing shall redeem all Shares from the Seller in return for the distribution of the Net Cash Proceeds—Garbage Company (as defined in paragraph 2.1(b) below) and the Net Proceeds from the Net Sale Price-Bank Stock (defined in Section 2.1(c) below), on terms specified herein.
- (b) For these purposes Net Cash Proceeds—Garbage Company shall mean the net cash receipts of the sale of the garbage company operations owned by the Company ("Garbage Company") reduced by: (i) the amount required to satisfy all liens on assets being sold and costs of sale (incurred as part of the sale) or associated with the sale of the Garbage Company; (ii) the amount required to fully fund the corporate defined benefit pension plan as of the Closing Date of the sale of the Garbage Company (including funds that go to Seller and/or Linda Post upon termination of the Plan); (iii) repayment of all amounts owed to the Corporation (or its subsidiaries) by the Seller or any related parties to the Seller, which amounted to \$92,185.99 as of the date of this Agreement; (iv) payment of the Gulf Stream Bank individual vehicle loans associated with the sale of the Garbage Company; and (v) any income tax (or interest and penalties) incurred by the Corporation from the sale of the Garbage Company after application of any available net operating losses of the Company. If cash receipts from the sale of the Garbage Company are insufficient to pay the reduction items specified in the definition of Net Cash Proceeds—Garbage Company above, then the Seller shall make payment of such deficiency to the Company at Closing.
- (c) "Net Proceeds from the Net Sale Price—Bank Stock" shall mean, the sale proceeds from the Third Party Purchase reduced by selling costs incurred and income tax (interest and penalties) incurred by the Corporation from the receipt of the Bank Sale Purchase Price. Bank Stock is that Bank Stock owned by the Corporation in FirstBank of Indiantown.

2.2 **Related Transactions.** Except as provided in Paragraph (g) below, at and effective upon Closing:

- (a) Buyer shall issue and Leslie shall acquire one (1) share of the common stock in Buyer for One Dollar (\$1.00);
- (b) Buyer shall purchase that real property owned by Robert M. Post, Jr., LLC, a Florida limited liability company, on which the ITS parking lot is located for Twenty-five Thousand Dollars (\$25,000.00) plus costs for documentary stamp tax and recording fees;
- (c) Leslie will provide his general release to Linda Post, her affiliated entities and companies and representatives which will include claims related to Leslie's business relations with them.
- (d) Leslie shall sell all his ownership interest in Robert M. Post, Jr., LLC, a Florida limited liability company, to Seller for the sum of Four Thousand Dollars (\$4,000.00);
- (e) Linda M. Post shall be employed by Buyer's subsidiary, ITS Telecommunications Systems, Inc., a Florida corporation (ITS), at her compensation level as of the date of this Agreement through the later of June 30, 2010 or the sale of the Garbage Company. After the later of these dates through Closing, such compensation shall continue to accrue. Upon Closing, the accrued compensation shall be cancelled and no payment of such compensation will be made. Buyer shall continue to pay Linda M. Post's medical insurance through its group policy until she reaches sixty-five (65) years of age;
- (f) Seller and its Trustees in their individual capacity and in their capacity as Trustee, for no additional consideration, will enter into a three (3) year non-competition and non-solicitation agreement with respect to the activities engaged in by the Corporation or its subsidiaries as of Closing in a form agreeable to the parties (the **Restriction Agreement**);
- (g) Leslie will sign a non-compete agreement with respect to the Garbage Company at the time of its sale for a term requested by the Garbage Company acquirers, but not more than five (5) years; and
- (h) The Seller shall indemnify the Company from any future income tax liability associated with the Bank Stock sale.

2.3 **Sale of Bank Stock.** Seller shall have at Seller's option the right to purchase all the Bank Stock and the Corporation shall sell Seller all the Bank Stock prior to Closing on the following terms and conditions:

- (a) The sale price per share shall be Seventy Dollars (\$70) per share, net of costs or expenses of sale, subject to adjustment as provided for in the Third Party Purchase ("Bank Stock Sales Price").

- (b) The Bank Stock Sales Price shall be evidenced by a promissory note (secured by the Bank Stock in a form agreeable to the parties) providing for payments to be made to the Corporation (or Escrow Agent) in such amounts, at such times and when payments are made to the Seller by the purchaser of the Bank Stock from Seller ("Third Party Purchase") subject to the obligation of Section 2.3(c)(ii) below.
- (c) The Bank Stock shall be held pursuant to an escrow agreement (in a form agreeable to the parties).
 - (i) If the Bank Stock is sold under the Third Party Purchase prior to the Closing, then at Closing the proceeds of the Third Party Purchase shall be applied to the Bank Stock Sales Price. The Net Proceeds from the Net Sale Price-Bank Stock shall be distributed to Seller, provided there are no amounts due the Corporation under Section 2.1(b). In such event, the amount due the Corporation shall be recouped from the Net Proceeds from the Net Sale Price-Bank Stock.
 - (ii) If the Bank Stock is not sold under the Third Party Purchase by Closing, then the Bank Stock shall remain in escrow until the Third Party Purchase occurs; provided, however, if the Third Party Purchase is not closed by March 15, 2011 (the date the Corporation will be obligated to make income tax payments on the Bank Stock Sales Price) then the Seller shall make a payment prior to March 15, 2011 on the promissory note equal to the Corporation's tax liability for the income recognized by the Corporation from the Bank Stock Sale to Seller.
- (d) The parties agree that the Seller's purchase of the Bank Stock will not be reported by the Corporation as an installment sale.
- (e) The Seller will be obligated to pay the Corporation any income tax, (penalty or interest) incurred by the Corporation resulting from the sale of the Bank Stock, after the application of net operating losses available at the Corporation.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents, warrants, and agrees with Buyer and Leslie that:

3.1 Title to the Shares. Seller owns beneficially and of record, and has good and marketable title to, the Shares and shall convey the Shares to Buyer free and clear of all Liens, other than the Stock Pledge Agreement. The Shares represent one hundred percent (100%) of the total issued and outstanding common stock of the Corporation.

3.2 Authority to Execute and Perform Agreement. Seller has the full legal right, power, and capacity, and all authority and approval required to enter into, execute,

and deliver this Agreement, to perform and observe fully Seller's obligations hereunder, and to perform the transactions contemplated hereby. This Agreement has been fully executed and delivered by Seller and is the valid and binding obligation of Seller enforceable in accordance with its terms. Seller's execution, delivery, and performance of this Agreement and all other documents, certificates, and other papers contemplated to be delivered by the Seller pursuant to this Agreement are within the authority of Seller as Trustee(s) of the Robert M. Post Marital Trust dated April 6, 1999 (the Trust), as evidenced by the Declaration of Trust attached hereto and incorporated herein by this reference.

3.3 Validity. This Agreement has been duly executed and delivered by Seller and, assuming the due authorization, execution, and delivery by Buyer, constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, subject to general equity principles and to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws from time to time in effect affecting the enforcement of creditors' rights. When all other documents contemplated hereby have been executed and delivered in accordance with this Agreement, they will constitute the legal, valid, and binding obligations of Seller, enforceable in accordance with their respective terms, subject to general equity principles and to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect affecting the enforcement of creditors' rights.

3.4 Contracts or Other Agreements. Other than governmental and lender approvals in Section 4.1 below, neither the execution nor the delivery of this Agreement nor the consummation of this transaction will: (i) conflict with, constitute a breach, violation, or termination of any provision of any contract or other agreement to which Seller is a party or by which Seller is bound; (ii) result in the creation or imposition of any Lien against the Shares; (iii) violate any law, regulation, judgment, rule, order, or any other restriction of any kind or character applicable to Seller or the Shares; or (iv) violate or result in a breach of any term or provision of Buyer's Articles, Bylaws, or other governing documents.

3.5 Section 3.5 intentionally left blank.

3.6 **Section 3.6 intentionally left blank.**

3.7 **Accuracy and Materiality.** No representation or warranty of Seller contained in this Agreement, or any other document prepared by Seller and delivered to Buyer or Leslie in connection with this Agreement, contains any untrue statement of a material fact or fails to state any material fact necessary in order to make the statements made in this Agreement or such document not misleading. Each of the representations, warranties, and covenants contained in this SECTION 3 shall be deemed to be material to and have been relied upon by Buyer and Leslie and shall be binding and enforceable, notwithstanding any independent investigation made by Buyer and Leslie.

3.8 **Review and Consultation.** Seller has had access to and reviewed such information and has consulted with all legal counsel, accountants, and other experts and advisors deemed necessary by Seller in connection with the transactions contemplated herein.

3.9 **Broker Fees.** If Seller has utilized the services of a broker in connection with these transactions, then Seller shall be solely liable for the payment of any fee or commission with respect to the transactions contemplated by this Agreement.

3.10 **Surviving Closing.** All representations and warranties shall survive Closing, and such are issued by the Seller to Buyer and Leslie.

SECTION 4. CONDITIONS

4.1 **Conditions Precedent to Leslie's and Buyer's Obligations.** The Closing and all obligations of Buyer to purchase pursuant to this Agreement shall be conditioned upon the following:

- (a) All representations and warranties contained in SECTION 3 above shall be true and correct as of the date of this Agreement and as of the Closing Date.
- (b) There shall have been no material change in the financial condition or business of the Corporation from the date of this Agreement through the Closing Date.
- (c) The substitution of collateral in accordance with SECTION 1 above has occurred.

- (d) Amendment of the Corporation's Articles of Incorporation to permit the redemption of the Seller's stock.
- (e) Any licenses required by law for the operation of the Corporation shall be in good standing, and all regulatory requirements shall have been met in connection with the sale of the Shares to ensure the continued operation of the Corporation following the sale of the Shares.
- (f) Buyer shall have received governmental and lender approvals or consents from all of the following:
 - (i) lender's approvals of the transaction by the lien holder under the Stock Pledge Agreement and holder of the Preferred Stock of the Corporation;
 - (ii) consent of beneficiary and trustees of the Marital Trust.
 - (iii) the Federal Communications Commission;
 - (iv) the Rural Utilities Service of the United States Department of Agriculture;
 - (v) the Florida Public Service Commission;
 - (vi) the Florida Department of Environmental Protection;
 - (vii) the South Florida Water Management District;
 - (viii) Martin County; and
 - (ix) TDS Telecom, Inc.
- (g) Seller and Corporation shall have performed all of its/their obligations under this Agreement required to be performed as of the Closing Date.

4.2 **Conditions Precedent to Seller's Obligations.** The Closing and all obligations of Seller to sell pursuant to this Agreement shall be conditioned upon the following occurring at or prior to the Closing:

- (a) All representations and warranties contained in SECTION 3 above shall be true and correct as of the date of this Agreement and as of the Closing Date.
- (b) Buyer shall have executed and delivered to Seller the Note.
- (c) The substitution of collateral in accordance with SECTION 1 above has occurred.
- (d) Amendment of the Corporation's Articles of Incorporation to permit the redemption of the Seller's stock.
- (e) Buyer shall have performed all of its obligations under this Agreement required to be performed as of the Closing Date.
- (f) The sale of the Garbage Company has closed.
- (g) The steps necessary to secure approvals to terminate the Corporation's pension plan have occurred.

SECTION 5. INDEMNIFICATION BY SELLER

For a period of thirty-six (36) months from and after the Closing Date, Seller shall indemnify, defend, and hold Buyer and its representatives, successors, and assigns harmless from and against any and all damage, loss, judgments, or liability and all expenses (including reasonable attorneys' fees) incurred by any of the above-named persons, resulting from or in connection with the breach by Seller of any representation or covenant contained in this Agreement.

SECTION 6. GENERAL PROVISIONS

6.1 **Parties in Interest.** This Agreement is binding upon, and is for the benefit of, the parties hereto and their respective successors and authorized assigns. Except as otherwise expressly provided, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision thereof.

6.2 **Assignment.** Neither this Agreement nor any of the rights or duties of any party hereto may be transferred or assigned to any person except by a written agreement executed by all of the parties hereto.

6.3 **Choice of Law; Venue.** This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Florida. Any litigation brought with respect to this Agreement shall be brought in a court of competent jurisdiction in the courts of Martin County, Florida, notwithstanding the fact that one or more parties hereto is now or may become a resident of a different county, state, or country.

6.4 **Entire Agreement.** This Agreement shall embody the entire agreement between the parties hereto with respect to acquisition of the Shares and consummation of other transactions contemplated hereby and cancels and supersedes all other previous agreements and understandings relating to the subject matter of this Agreement, written or oral, between the parties hereto. There are no agreements, representations, or warranties between the parties hereto as to the subject matter hereof other than those set forth or provided herein. All exhibits called for by this Agreement and delivered to the parties shall be considered a part hereof with the same force and effect as if the same had been specifically set forth in this Agreement.

6.5 **Amendment.** This Agreement may not be amended or modified except by a writing signed by an authorized representative of the party against whom enforcement of the change is sought.

6.6 **No Waiver.** Each party hereto may, by written notice to the other party hereto: (i) extend the time for the performance of any of the obligations or other actions of

another party under this Agreement; (ii) waive any inaccuracies in the representations, warranties, conditions, or covenants of such other party contained in this Agreement; or (iii) waive or modify performance of any of the obligations of such other party under this Agreement. Except as provided in the foregoing sentence, no conduct of a party shall constitute a waiver of any right or obligation of such party. No waiver of the performance or breach of, or default under, any condition or obligation hereof shall be deemed to be a waiver of any other performance, or breach of, or default under the same or any other condition or obligation of this Agreement.

6.7 **Survival.** The covenants, representations, and warranties contained in this Agreement shall survive the Closing.

6.8 **Section Headings.** The subject headings contained in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

6.9 **Confidentiality.** The parties agree to maintain as confidential the terms and conditions of this Agreement, and further they agree not to disclose any of such terms and conditions to any third-party without the prior written consent of the other party.

6.10 **Notices.** Any notices hereunder shall be deemed to have been given by one party to the other if it is in writing and it is: (i) delivered or tendered in person; or (ii) deposited in the United States Mail in a sealed envelope, with postage prepaid, in either case addressed as follows:

If to Buyer: Postco, Inc.
15851 SW Farms Road
P.O. Box 398
Indiantown, Florida 34956

If to Seller: Linda M. Post and David Ralicki
Trustees of the Robert M. Post Marital
Trust dated April 6, 1999
1235 Southeast Indian Street, Suite 102
Stuart, Florida 34997

If to Leslie: Jeff Leslie
15925 S.W. Warfield Boulevard
Indiantown, Florida 34956

or to such other address as the parties shall have previously designated by notice to the serving party, given in accordance with this Section 6.10. Notices shall be deemed to have been given on the date of delivery if delivered personally or on the third day after mailing as provided above; provided, however, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

6.11 **Attorneys' Fees.** The parties agree that, if either party should institute legal proceedings to enforce or interpret any provisions of this Agreement, the prevailing party in

Post Marital Trust/Postco, Inc./Leslie
STOCK REDEMPTION AGREEMENT


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such proceedings shall be entitled to receive, in addition to any other relief awarded such party, reasonable attorneys' fees and expenses for the prosecution or defense of such proceedings.

6.12 **Time is of the Essence.** Time is of the essence of this Stock Redemption Agreement and the covenants and agreements contained herein.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the day and year first above written.

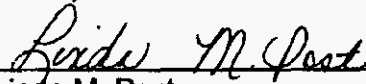
SELLER:



LINDA M. POST

-and-

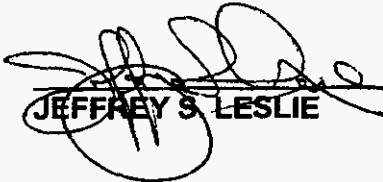
BUYER:

POSTCO, INC.

By: 
Linda M. Post
Its President


DAVID RALICKI,
in their capacities as Trustees of the
Robert M. Post Marital Trust
dated April 6, 1999

LESLIE:


JEFFREY S. LESLIE

NTCA	SSN	Last	First	DOB	DOH	officers listed as of 1/27/03	Tenure(years)
POSTCO, INC.							
10-740	264199213	Leslie	Jeffrey	7/19/1955	07/01/1996	Vice President	13.79
10-740	093387265	Post	Linda	4/19/1947	01/01/2009	President	1.28
ITS TELECOM							
10-740	264199213	Leslie	Jeffrey	7/19/1955	07/01/1996	President CEO	13.79
10-740	093387265	Post	Linda	4/19/1947	01/01/2009	Vice President	1.28
10-516	482660735	Abramson	Michael	08/23/1951	12/01/2005	Secretary & Comptroller	4.37
10-516	590623077	Bermudez	Adriel	04/21/1975	01/03/1999	IT manager	11.28
10-516	262179970	Brown	Michael	04/29/1955	02/21/2006	Outside Plant manager	4.14
10-516	300609432	Sutherland	Denise	04/10/1962	03/12/2009	Marketing manager	1.09
10-516	267258185	Andrews	Ruth	10/29/1956	12/13/1999	Billing Cust Serv manager	10.34
INDIANTOWN COMPANY							
10-740	264199213	Leslie	Jeffrey	7/19/1955	07/01/1996	President CEO	13.79
10-740	093387265	Post	Linda	4/19/1947	01/01/2009	Vice President	1.28
10-516	482660735	Abramson	Michael	08/23/1951	6/26/1996	Secretary & Comptroller	13.80
10-739	264215188	Hewitt	James	05/28/1956	10/15/1975	W & WW Superintendent	34.52
10-739	131544569	Gentry	Elizabeth	04/13/1959	04/07/1980	Accounting	30.03

Exhibit "B"