

EXHIBIT C

AGREEMENT AND PLAN OF MERGER – RC COMMUNICATIONS

This AGREEMENT AND PLAN OF MERGER ("**Plan of Merger**") dated as of May 1, 2014, by and between Roberts County Telephone Cooperative Association of New Effington, South Dakota ("**Roberts County**"), a South Dakota cooperative association and RC Communications, Inc., a South Dakota corporation ("**RC Communications**").

Recitals

WHEREAS, the Board of Directors of Roberts County and RC Communications deem it desirable and in the best interests of such companies that RC Communications merge with and into Roberts County in accordance with Section 47-18-5.1, South Dakota Cooperative Association Act, and upon the terms and subject to the conditions set forth in this Plan of Merger;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and agreements contained herein, the parties do hereby adopt this Plan of Merger and do hereby agree as follows.

I. THE MERGER

1.01 The Merger. Upon the terms and subject to the conditions set forth in this Plan of Merger and the applicable provisions of the South Dakota Cooperative Association Act, at the Effective Time, RC Communications shall be merged with and into Roberts County (the "**Merger**"), the separate existence of RC Communications shall thereupon cease and Roberts County shall continue as the surviving cooperative association of the Merger (sometimes referred to hereinafter as the "**Surviving Company**").

1.02 The Effective Time. Upon the terms and subject to the conditions set forth in the Plan of Merger, Roberts County and RC Communications shall cause the Merger to be consummated under the South Dakota Cooperative Associations Act by filing articles of merger in customary form and substance (the "**Articles of Merger**") with the Secretary of State of the State of South Dakota (the "**South Dakota Secretary of State**"), together with any other documents required by law to effectuate the Merger. The Articles of Merger shall provide that the Merger shall become effective as of 11:59 p.m., December 31, 2014 (the "**Effective Time**") following the filing and recording in the office of the Secretary of State of South Dakota properly executed Articles of Merger. Such filing and recording of the Articles of Merger shall be made as soon as practicable following the fulfillment of the conditions of Section 2.01 of this Plan of Merger.

1.03 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Plan of Merger and the applicable provisions of the South Dakota Cooperative Association Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all of the property, rights, privileges, powers and franchises of RC Communications shall become the debts, liabilities and duties of the Roberts County as the Surviving Company.

1.04 Articles of Incorporation and Bylaws of Surviving Company. In accordance with Section 47-18-5, South Dakota Cooperative Association Act, at the Effective Time, the Articles of Incorporation of Roberts County as in effect at the Effective Time shall continue in full force and effect as the Articles of Incorporation of the Surviving Company, until thereafter amended in accordance with law. At the Effective Time, the Bylaws of Roberts County shall be amended as set forth as Exhibit A to this Plan of Merger, and incorporated herein by reference and shall continue in full force and effect as the Bylaws of the Surviving Company until thereafter amended in accordance with applicable provisions of the South Dakota Cooperative Association Act, the Articles of Incorporation of the Surviving Company and such Bylaws.

1.05. Cancellation of RC Communications Shares. Upon the terms and subject to the conditions set forth in this Plan of Merger, at the Effective Time, by virtue of the Merger, all shares held by the Roberts County in RC Communications outstanding immediately prior to the Effective Time shall thereupon be cancelled, retired and cease to exist without any conversion thereof, and no payment shall be made with respect thereto.

1.06 Board of Directors and Officers. At the Effective Time, the Board of Directors of Roberts County immediately prior to the Effective Time shall continue as the Board of Directors of Roberts County as the Surviving Company, and at the Effective Time, the officers of Roberts County immediately prior to the Effective Time shall continue as the officers of Roberts County as the Surviving Company, and such directors and officers shall hold office in accordance with the Roberts County Articles of Incorporation, Bylaws and applicable law.

1.07 Effect of Merger; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileged, powers and franchise of RC Communications, the Board of Directors and officers of Roberts County as the Surviving Company shall take all such lawful and necessary action on behalf of RC Communications.

II. CONDITIONS, TERMINATION, AMENDMENT AND WAIVER

2.01 Conditions. Consummation of the Merger and the transactions contemplated thereby shall be subject to the following conditions:

(a) *Approval by Roberts County Members in accordance with South Dakota Cooperative Association Act.* The Plan of Merger shall have been approved in all respects by the requisite approval of the members of Roberts County in accordance with Section 47-15-8 of the South Dakota Cooperative Association Act;

(b) *Approval by Regulatory Authorities.* Any state or federal approval required under applicable state and federal laws and regulations, including approval, if any, by South Dakota Public Utilities Commission, North Dakota Public Service Commission, and Federal Communications Commission;

(c) *Receipt of Third Party Consents.* All third party consents and approvals required under agreements entered into by the parties hereto or their subsidiaries or affiliates as a result of the Merger shall have been received or waived in form and substance satisfactory to each of Roberts County and RC Communications; and

(d) *No Restraints.* No court of competent jurisdiction or other competent governmental authority shall have enacted, issued, promulgated, enforced or entered any law or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making illegal or otherwise restricting, preventing or prohibiting consummation of the Merger or the other transactions contemplated by this Plan of Merger.

2.02 Termination. This Plan of Merger may be terminated at any time prior to the Effective Time whether before or after requisite member approval:

(a) By mutual written consent of the parties hereto; or

(b) By any party hereto if any event shall have occurred which renders the conditions set forth in Section 2.01 of this Plan of Merger incapable of fulfillment.

2.03 Effect of Termination. In the event of termination of this Plan of Merger as provided in Section 2.02 above, this Plan of Merger shall forthwith become void and there shall be no liability on the part of any party hereto or their respective officers, directors, managers or members with respect to this Plan of Merger.

2.04 Amendment. This Plan of Merger may be amended by the parties hereto by action taken by their respective Board of Directors or other duly authorized officer at any time, by an instrument in writing signed on behalf of each of the parties hereto.

2.05 Waiver. Any term or provision of this Plan of Merger (other than requirements for board of director and member approvals) may be waived in writing at any time by the party which is, or whose members are, entitled to the benefits thereof.

III. REPRESENTATIONS AND WARRANTIES

3.01. Organization and Standing. Each of Roberts County and RC Communications represents and warrants to the other party hereto that such party is a cooperative association and corporation, respectively, duly organized, validly existing and in good standing under the laws of the State of South Dakota and has full corporate power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets and properties.

3.02. Authorization. Each of Roberts County and RC Communications represents and warrants to the other party hereto that: (a) the execution and delivery of this Plan of Merger has been approved by its Board of Directors in accordance with such party's Articles of Incorporation, Bylaws and applicable South Dakota law and no additional corporate proceedings on the part of such entity is necessary to authorize this Plan of Merger or the consummation of the transactions contemplated hereby, except for approval by the members of Roberts County; (b) such company has all requisite power and authority to execute and deliver this Plan of

Merger and to consummate the transactions contemplated hereby and to perform its obligations hereunder; and (c) this Plan of Merger has been duly executed and delivered by such entity constitutes a legal, valid and binding obligation of such entity, enforceable against such entity in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or other similar laws affecting or relating to creditors' rights generally and subject to general principles of equity.

IV. GENERAL PROVISIONS

4.01 No Assignment; Binding Effect. Neither this Plan of Merger nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto and any attempt to do so will be void. Subject to the preceding sentence, this Plan of Merger is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

4.02 No Third Party Beneficiary. The terms and provisions of this Plan of Merger are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

4.03 Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of South Dakota applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan of Merger to be signed by its duly authorized officer or manager, as of the date first above written.

**Roberts County Telephone Cooperative
Association of New Effington, South Dakota,**
a South Dakota cooperative association

By: /s/ Robert N. Meyer
Robert N. Meyer, President

RC Communications, Inc.,
a South Dakota corporation

By: /s/ William F. Koeppe
William F. Koeppe, President