

**CONTAINS CONFIDENTIAL
TRADE SECRET MATERIAL**

ASSET PURCHASE AGREEMENT

DATED AS OF AUGUST 13, 2019

BETWEEN

MI CONNECTION COMMUNICATIONS SYSTEM,

AS SELLER,

TOWN OF MOORESVILLE, NORTH CAROLINA,

AND

TOWN OF DAVIDSON, NORTH CAROLINA,

AS THE OPERATING PARTIES,

AND

TDS BROADBAND SERVICE LLC,

AS PURCHASER

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Exhibit B	Form of Escrow Agreement
Exhibit C	Example of Net Working Capital as of March 31, 2019 and Net Working Capital Adjustments
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Exhibit F	Mooresville IRU Term Sheet
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of August 13, 2019, by and among MI CONNECTION COMMUNICATIONS SYSTEM (d/b/a Continuum, a joint agency created under Article 20 of Chapter 160A of the North Carolina General Statutes) (“**Seller**”), the TOWN OF MOORESVILLE, NORTH CAROLINA (“**Mooreville**”), the TOWN OF DAVIDSON, NORTH CAROLINA (“**Davidson**” and together with Mooreville, each, an “**Operating Party**”, together, the “**Operating Parties**”, and together with Seller, “**Seller Parties**”), and TDS Broadband Service LLC, a Delaware limited liability company (“**Purchaser**”).

RECITALS

A. Seller owns and operates a communications system (the “**System**”) providing services to subscribers in the Communities.

B. Seller Parties have agreed to convey to Purchaser all of the Assets (as defined below), upon the terms and conditions set forth in this Agreement (the “**Asset Purchase Transaction**”).

C. Purchaser has agreed to purchase the Assets and assume the Assumed Liabilities (defined below), upon the terms and conditions set forth in this Agreement.

D. The parties hereto desire to set forth the terms in accordance with which Purchaser shall acquire the Assets for the consideration and on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

Section 1. CERTAIN DEFINITIONS

1.1. Definitions. In addition to terms defined elsewhere in this Agreement, the following capitalized terms or terms otherwise defined in this Section 1 shall have the meanings set forth below:

“**2007 Installment Financing Contract**” means the Installment Financing Contract dated as of December 1, 2007 between the Financing Corporation and Mooreville, as amended by Amendment Number One dated as of June 1, 2015 and as further amended or supplemented.

“**Accounting Principles**” means the Governmental Accounting Standards Board Statement No. 34 for enterprise funds, consistently applied.

“**Affiliate**” means any Person that either directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person. For the purposes of this definition, “control” (or similar terms) as applied to any Person, means the

possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract or otherwise.

“Alternate Proposal” means an inquiry, proposal, or offer from, or indication of interest in making a proposal or offer by, any Person or group (other than Purchaser and its Affiliates), relating to any transaction or series of related transactions (other than the transactions with Purchaser contemplated by this Agreement), involving any: (a) direct or indirect acquisition of over fifteen percent (15%) of the Assets; (b) direct or indirect acquisition of fifteen (15%) or more of the voting equity interests of Seller; (c) merger, joint venture, consolidation, other business combination, or similar transaction involving Seller; (d) liquidation, dissolution (or the adoption of a plan of liquidation or dissolution), or recapitalization or other significant corporate reorganization of Seller which, individually or in the aggregate, generate or constitute fifteen percent (15%) or more of the consolidated net revenues, net income, or assets of Seller; or (e) any combination of the foregoing.

“Assets” means (a) all properties, privileges, rights, interests and claims, whether real or personal, tangible or intangible, of every type and description that are owned, licensed or leased by any Seller Party or hereafter acquired by any Seller Party on or prior to the Closing Date that are used, useful or held for use in connection with the Business, including but without limiting the generality of the foregoing, the term “Assets” shall include the System infrastructure assets, machinery, office furniture, vehicles, Books and Records (including filings with the FCC), Contracts, IRU Agreements, Franchises, Communications Licenses, Permits, Equipment, Inventory, Intangibles, any assets at or on the Real Property, the Easements/Right-of-Way Agreements, Seller Owned IP, Owned Software, Licensed IP, all hardware assets necessary for the development, compilation, maintenance and operation of the Seller Owned IP, Owned Software, Licensed IP, other tangible personal property, all goodwill and going concern value generated by any Seller Party with respect to the System or the Business, deposits relating to the Business that are held by Third Parties or any Operating Party for the account of Seller or for security for Seller’s performance of its obligations (including deposits on leases and deposits for utilities), all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off and rights of recoupment, all accounts receivables, notes receivable and other receivables due to the Business, together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto, each bank account of Seller (to the extent transferrable to Purchaser), all guarantees, warranties, indemnities and similar rights in favor of the Business, all rights to any Litigation of any nature available to or being pursued by any Seller Party in respect of the Assets or Business, and the portion of any Contract or Employee Plan that is a non-compete, non-solicit or other restrictive covenant for the benefit of the Business, but excluding any Excluded Assets and any assets disposed of prior to the Closing in the ordinary course of business and not in violation of this Agreement (including Section 5.3 of this Agreement), (b) the Owned Real Property and (c) all rights, claims and causes of action relating to any of the foregoing or to any Assumed Liability.

“Ballot Language” means the form of the text of the ballot to be recommended to local and state elections officials for use on the official ballots in connection with obtaining Town Voter Approval, which is attached hereto as Exhibit H.

“Bill of Sale and Assignment and Assumption Agreement” means the Bill of Sale and Assignment and Assumption Agreement to be executed and delivered by each of Seller and Purchaser, substantially in the form of Exhibit A attached hereto.

“Bonds” means the obligations issued pursuant to the Indenture.

“Books and Records” means, in any format or medium (including electronic), all financial and Tax records relating to the Business, all Franchises, Communications Licenses, Permits and Contracts, files on Equipment and maintenance of such, all engineering records, files, data, drawings, blueprints, schematics, reports, lists, plans and processes and all other files of correspondence, lists (including past and present subscriber and supplier lists), directory listings, records (including related to Transferred Employees), sales orders and sales order log books (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), billing records, strategic plans (including development plans and lists of prospective subscribers), internal financial statements, correspondence and miscellaneous records with respect to supply sources, sales, advertising and marketing materials, and information, documents and records to the extent concerning the Business, dealings with Governmental Authorities with respect to the System or the Business, including all reports filed with respect to the System or the Business by or on behalf of Seller with the FCC and statements of account or other filings filed with respect to the System by or on behalf of Seller with the U.S. Copyright Office, invention disclosures, applications, registrations, certificates and all other files and records relating to Intellectual Property, and all Contracts (including amendments or other modifications of the Contracts), other than the Excluded Assets or any of the foregoing exclusively related to the Excluded Assets.

“Business” means the business of utilizing the System to provide subscribers in the Communities with Video Services, High Speed Internet Services, Telephony Services, Fiber Services and other services conducted by Seller.

“Business Day” means any day other than a Saturday, Sunday or a day on which the banking institutions in the State of North Carolina are required or authorized to be closed.

“Cable Act” means Title VI of the Communications Act of 1934, as amended, 47 U.S.C. §151 *et seq.*, all other provisions of the Cable Communications Policy Act of 1984 and the provisions of the Cable Television Consumer Protection and Competition Act of 1992, and the provisions of the Telecommunications Act of 1996 amending Title VI of the Communications Act of 1934, in each case as amended and in effect from time to time, and the rules and regulations, policies and published decisions of the FCC thereunder, as in effect from time to time.

“Cable Programming Agreements” means all contracts and agreements providing for the right or obligation to receive or provide programming or other content for transmission to subscribers or for use on or for the System.

“Cable Services” means the following packages of cable television programming services sold to subscribers of the System: (i) “Basic Cable”, (ii) “Expanded Cable” and (iii) “Digital Cable”.

“**Code**” means the U.S. Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder and published interpretations with respect thereto, in each case, as amended and as in effect from time to time.

“**Collateral Documents**” means the Deed of Trust, Security Agreement and Financing Statement dated as of December 1, 2007 from Mooresville to Ashley L Hogewood, as trustee.

“**Communications Facilities**” means the Equipment, facilities, networks and other technical infrastructure through which the Seller Parties individually and collectively conduct the Business, and includes but is not limited to the System and the Equipment and other technical infrastructure.

“**Communications Licenses**” means all television translator station, satellite, cable television relay services, television receive only, earth station, tower, business radio, omission carrier, microwave and other licenses, authorizations and permits relating to the System that were issued or granted by any Governmental Authority (including the FCC) and held by Seller with respect to the Business, except the Franchises, Permits or any related public easements or rights-of-way.

“**Communities**” means the Towns of Cornelius, Davidson, and Mooresville, the County of Mecklenburg and surrounding regions identified in the map included on Schedule A.

“**Consent**” means any notice to, consent, permit, approval or authorization of any Governmental Authority or other Person necessary to transfer the Assets to Purchaser, or that would be necessary to prevent any right of default under or breach of, or right of termination, acceleration, cancellation, penalty or other similar consequence, or loss or diminution of any benefit under any Contract, Permit, Real Property interest, Davidson Real Property interest or Legal Requirement of any nature which is binding upon, or applicable to, Seller or an Operating Party as a result of the transactions contemplated by this Agreement, and to consummate the other transactions contemplated by this Agreement.

“**Contracts**” means all contracts, agreements, undertakings, commitments, warranties, Easement/Right-of-Way Agreements, multiple dwelling unit agreements, retransmission consent agreements, must carry notifications, pole attachment and conduit agreements, subscriber agreements, leases, licenses, commitments or other arrangements currently in effect relating in any capacity to the Business or the operation of the System, including all amendments and modifications thereto.

“**Copyrights**” means copyrights, works of authorship (including any methods, methodologies or processes documented in writing), performance rights, rights of attribution, data, databases, and mask works (as defined in 17 U.S.C. § 901) and all similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

“**Davidson Real Property**” means the real property subject to the Davidson Easement.

“**Easement/Right-of-Way Agreement**” means any Seller Party’s interest in any private easement, private right to access, or right-of-way agreement, license agreement or other agreement

permitting or requiring the Business to access, lay, build, operate, relocate, maintain or place cable, wires, conduits or other equipment and facilities over land, underwater or underground used in the conduct of the Business or the operations of the System, including those identified on Schedule 4.5(d).

“Effective Time” means 12:01 a.m., Eastern Time, on the Closing Date.

“Employee Plan” means, whether written or unwritten and whether funded or unfunded, any (a) employee pension benefit plan within the meaning of Section 3(2) of ERISA, whether qualified or nonqualified and determined without regard to whether such plan is subject to ERISA, (b) employee welfare benefit plan within the meaning of Section 3(1) of ERISA, determined without regard to whether such plan is subject to ERISA, or (c) deferred compensation, bonus, incentive compensation, pension, profit sharing, retirement, supplemental retirement, equity-based plan or arrangement (including any stock option, stock purchase, stock ownership, stock appreciation, deferred unit, phantom unit, performance unit, restricted stock or restricted unit plan), employment, independent contractor, consulting, severance termination, change in control, health, vacation, paid time off, sick leave, summer hours, supplemental unemployment benefit, long term disability, short term disability, life insurance, accident, hospitalization insurance, medical, prescription, surgical, dental, vision, legal, discount, meal, travel, vehicle or other allowance, section 125, adoption assistance, educational assistance, fringe benefit or other benefit, remuneration or compensation plan, fund, program, agreement, policy, practice, Contract, obligation or arrangement which Seller or its ERISA Affiliate is party to, sponsors, maintains, contributes or has an obligation to contribute to, or formerly maintained or contributed to, or with respect to which Seller or its ERISA Affiliate has any liability or obligations (contingent or otherwise), including by contract, indemnity, guaranty or otherwise, or in which the Company Employees (or their spouses, dependents or beneficiaries) participate in connection with their employment by Seller.

“Environmental Claim” means (a) any proceeding against or involving the Business or for which the Business is responsible alleging liability under or a violation of any Environmental Law or (b) any liability for investigatory, cleanup or governmental response costs, or natural resources or property damages, or personal injuries, attorney’s fees, fines or penalties relating to the presence, Release or threatened Release of, or exposure to, any Hazardous Materials.

“Environmental Law” means any and all Legal Requirements relating to or addressing pollution or protection of the environment, human health and safety, or natural resources, or the generation, use, handling, transportation, treatment, storage, disposal, distribution, labeling, discharge, Release, threatened Release, control or cleanup of Hazardous Materials or the protection of worker health and safety, including but not limited to, the Solid Waste Disposal Act, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, each as amended.

“Environmental Permit” means any Permit by or from a Governmental Authority under Environmental Laws.

“Equipment” means all electronic devices, trunk and distribution coaxial and optical fiber cable, amplifiers, drops, power supplies, conduits, ducts, vaults and pedestals, grounding and pole hardware, subscriber’s devices (including converters, encoders, transformers behind television sets and fittings), headend hardware (including origination, earth stations, transmission and distribution system), telephone network equipment, test equipment, servers, transmitters, modems, antennas, cell site equipment, routers, switches, computers, vehicles and other tangible personal property owned or leased by any Seller Party and used or held for use in the System or the Business, together with all warranties and guarantees of manufacturers, sellers or suppliers pertaining to the foregoing, except the Excluded Assets. Equipment shall also include Equipment additions between the date of this Agreement and the Closing Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, and the rules and regulations promulgated thereunder and published interpretations with respect thereto, in each case, as amended and as in effect from time to time.

“ERISA Affiliate” means any Person, trade or business (whether incorporated or unincorporated), that, together with Seller, would be deemed at any relevant time as a “single employer” within the meaning of Section 414 of the Code and/or Section 4001(a)(14) or 4001(b) of ERISA (determined without regard to whether the relevant Employee Plan is subject to ERISA).

“Escrow Agent” means Wells Fargo Bank, National Association.

“Escrow Agreement” means the Escrow Agreement to be executed and delivered by Purchaser, Seller and the Escrow Agent, such Escrow Agreement to be substantially in the form of Exhibit B attached hereto.

“Escrow Amount” means the sum of the Indemnity Escrow Amount and the Working Capital Escrow Amount.

“Excluded Assets” means all right, title and interest of Seller in and to the following:

(i) Cable Programming Agreements and retransmission consent agreements;

(ii) all refunds (and claims for refund) of any Tax for which Seller is liable pursuant to Section 5.8;

(iii) subject to the rights of Purchaser set forth in Section 5.15, insurance policies of Seller and rights and claims under insurance policies;

(iv) bonds, letters of credit, surety instruments and other similar items and any stocks, bonds, certificates of deposit and similar investments of Seller;

(v) cash and cash equivalents and notes receivable of Seller (other than petty cash located at the System offices);

(vi) all corporate seals, organizational documents and minute books of Seller and employee records of employees other than Transferred Employees;

(vii) all Employee Plans, and all rights in connection with, and all assets, insurance policies, and funding associated with, Employee Plans and compensation arrangements covering current or former employees, directors, officers, independent contractors or other service providers of Seller or any ERISA Affiliate (or any spouse, dependent or beneficiary thereof), in all cases, except for any portion thereof that is a non-compete, non-solicit or other restrictive covenant or confidentiality agreement for the benefit of the Business;

(viii) all items of tangible personal property consumed or disposed of in the ordinary course of business between the date of this Agreement and the Closing Date and not in violation of this Agreement (including Section 5.3);

(ix) all other rights, assets and properties set forth on Schedule 1.1;

(x) receivables from any Operating Party or any Affiliate, other than ordinary course trade receivables from any Operating Party or any Affiliate;

(xi) all rights of Seller under this Agreement; and

(xii) all rights, claims and causes of action relating to any of the foregoing or to any Excluded Liability.

“**FCC**” means the Federal Communications Commission.

“**Fiber Services**” means all dedicated fiber, direct internet access, Ethernet transport and dark fiber services offered by Seller to its subscribers.

“**Financing Corporation**” means Mooresville Public Facilities Corporation.

“**Franchise**” means any franchises and similar governing agreements, instruments and resolutions and franchise-related statutes and ordinances or acknowledgement(s) (oral or written) in any Community granted by a Governmental Authority or other Person relating to the System, other than the Communications Licenses, Permits or any local franchises.

“**GAAP**” means generally accepted accounting principles in the United States, consistently applied.

“**Governmental Authority**” means (a) any nation or government, including the United States of America, any state, local, commonwealth, or territory or possession of the United States of America and non-U.S., government, and any agency, political subdivision or quasi-governmental authority of any of the same, including any court, arbitrator, self-regulatory organization, administrative authority, tribunal, department, commission, board, bureau, agency, county, municipality, province, parish or other instrumentality of any of the foregoing; and (b) any entity, quasi-governmental, private body, instrumentality, department, commission, bureau, agency, body, authority, board, court, tribunal, official or officer, domestic or foreign, exercising executive, judicial, regulatory, administrative, judicial, police, military, or taxing governmental functions.

“Hazardous Materials” means any waste, pollutant, hazardous or toxic substance or waste, petroleum, petroleum-based substance or waste, asbestos, mold, radioactive material or any other constituent of any substance or waste which is defined in, regulated under or for which liability or standards of care are imposed by any Environmental Law.

“High Speed Internet Services” means Internet access services offered by the System to its residential and business subscribers.

“Indebtedness” means without duplication, (a) the outstanding principal of, and accrued and unpaid interest on and other amounts owed with respect to, all bank debt or other indebtedness for borrowed money of Seller, including indebtedness under any bank credit agreement and any other related agreements and all obligations of Seller evidenced by notes, debentures, bonds (including municipal bonds) or other similar instruments for the payment of which Seller is responsible or liable, (b) all obligations of Seller for the reimbursement of any obligor on any line or letter of credit, banker’s acceptance, guarantee or similar credit transaction, in each case, that has been drawn or claimed against, (c) all obligations for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business), (d) all unearned or other deferred revenue to the extent not included as a dollar amount in the calculation of Net Working Capital, (e) any Contract that is treated as a capitalized lease under GAAP, (f) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by Seller, whether periodically or upon the happening of a contingency, (g) all obligations of Seller or any other Person that are secured by a Lien (other than a Permitted Lien) on any asset of Seller or the Business, whether or not such obligation is assumed by Seller (including the Bonds and other obligations under the Bond Documents and the Installment Financing Debt), (h) all debt or Liens (other than a Permitted Lien) affecting the Real Property, (i) any premiums, prepayment fees or other penalties, fees, costs or expenses associated with payment of any Indebtedness, and (j) all obligation described in clauses (a) through (i) above of any other Person which is directly or indirectly guaranteed by Seller or which Seller has agreed (contingently or otherwise) to purchase or otherwise acquire or in respect of which it has otherwise assured a creditor against loss.

“Indemnity Escrow Amount” means Two Million Dollars (\$2,000,000).

“Indemnity Escrow Fund” means the escrow account with the Escrow Agent for holding the Indemnity Escrow Amount.

“Indenture” means the Indenture dated as of December 1, 2007 between the Financing Corporation and U.S. Bank National Association, as supplemented by that certain Supplemental Indenture Number 1 dated as of June 1, 2015 and as further amended or supplemented.

“Installment Financing Debt” means that certain Installment Financing Contract dated September 9, 2008 between Mooresville and Wachovia Bank, National Association, as amended by the First Amendment dated as of December 1, 2014 and as it may have been further amended, and any collateral documentation or other related documents, instruments or agreements, as amended, and any obligations thereunder.

“Intangibles” means intangible assets, including subscriber lists, accounts receivable, credits, prepaid expenses, and similar items (excluding such credits, expenses and items relating to Excluded Assets), claims and rights under guaranties, warranties, goodwill and indemnities (excluding such claims and rights that are Excluded Assets), if any, owned, used, or held by Seller for use in the Business.

“Intellectual Property” means Copyrights, Software, Patent Rights, Trademarks, and Trade Secrets.

“Inventory” means all inventory, finished goods, raw materials, work in progress, packaging materials, supplies, parts and other inventories of the Business.

“Judgment” means any judgment, writ, order, injunction, stipulation, award or decree of any court, judge, justice or magistrate, including any bankruptcy court or judge or the arbitrator in any binding arbitration, and any order of or by any Governmental Authority.

“Lease” means that certain Agreement of Lease, dated as of December 19, 2007, by and between Seller and Mooresville.

“Legal Requirements” means applicable common law and any federal, state, provincial, local, municipal or foreign, civil and criminal law, common law, constitution, statute, ordinance, code or other law, rule, regulation, order, opinion, decision, technical or other written standard, requirement, policy or procedure enacted, adopted, promulgated, applied, followed by or otherwise put into effect by or under the authority of any Governmental Authority, including (i) any Environmental Laws, (ii) the Cable Act, (iii) any Judgment and (iv) all judicial decisions applying common law or interpreting any other Legal Requirement, in each case, as amended and as in effect from time to time.

“LGERS” means the North Carolina Local Governmental Employees’ Retirement System.

“Lien” means any security interest, security agreement, financing statement filed with any Governmental Authority, conditional sale or other title retention agreement, any lease, consignment or bailment given for purposes of security, any mortgage, deed of trust, lien, indenture, pledge, option, encumbrance, adverse interest, claim, charge, community interest, attachment, defect in title, preferential arrangement, restriction on use, voting or transfer or other ownership interest (including but not limited to easements, covenants, encroachments, rights of way, rights of first refusal, restrictive covenants, leases and licenses) of any kind, whether relating to any property or right or the income or profits therefrom, and whether arising pursuant to any Legal Requirement, Contract or otherwise.

“Litigation” means any claim, charge, complaint, examination, investigation, audit, action, suit, proceeding, arbitration, or hearing.

“Losses” means any losses, liabilities, obligations, damages, settlement amounts, deficiencies, Taxes, Litigation, judgments, interests, awards, costs or expenses of any nature, fines and penalties, injury, expenses of investigation, fees and disbursements of outside counsel and other Third Party experts, costs and expenses of pursuing coverage from any insurance providers, and the reasonable cost to any Person making a claim or seeking indemnification under this

Agreement with respect to funds expended by such Person by reason of any fact, circumstance or the occurrence of any event or the existence of any Liens (other than Permitted Liens) with respect to which indemnification is sought.

“Material Adverse Effect” means any change, effect, event, development, fact, condition, circumstance or occurrence (or the results of any of the foregoing) that, individually or in the aggregate with each other change, effect, event, development, fact, condition, circumstance or occurrence (or the results of any of the foregoing), (a) would or would be reasonably expected to prevent or materially impair or materially delay the consummation of the transactions contemplated by this Agreement or (b) has had, or would be reasonably expected to have, a material adverse effect on the Business, the Assets, the condition (financial or otherwise), results of operations or cash flows of the Business, the value of the Assets or the System, in each case with respect to clause (b) only, excluding any change, effect, event, development, fact, condition, circumstance or occurrence (or the results of any of the foregoing) to the extent resulting from: (i) changes after the date of this Agreement in GAAP or the Accounting Principles or in the guidance or interpretation thereof, (ii) changes in financial, capital, credit or securities markets or general economic or political conditions in the United States or any other country or the State of North Carolina, (iii) changes after the date of this Agreement in any Legal Requirements generally affecting the industry in which Seller operates, (iv) any change in national or international political conditions, including any engagement in or escalation of hostilities, whether or not pursuant to the declaration of a national emergency or acts of war, sabotage or terrorism or acts of god (including hurricanes, earthquakes, or other similar natural disasters and catastrophes), (v) the announcement of the identity of Purchaser as the prospective purchaser of the Assets, including the impact thereof on the relationships, contractual or otherwise, of Purchaser with employees, subscribers, suppliers or other Third Parties (excluding, for the avoidance of doubt, any changes, circumstances or occurrences arising from Contracts, or any provisions thereof, that are adversely affected or triggered by the identity of Purchaser), (vi) any failure in and of itself by Seller to meet any internal or published budgets, projections or forecasts of financial performance for any period (it being understood that the underlying cause of such failure may be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur); or (vii) any action taken (or omitted to be taken) by Seller or the Operating Parties at the prior written request after the date of this Agreement or with the prior written consent after the date of this Agreement of Purchaser or any of its Affiliates; provided, however, that any change, effect, event, development, fact, condition, circumstance or occurrence referred to in the immediately preceding clauses (i) through (iv) shall be taken into account for purposes of determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur if such change, effect, occurrence, circumstance, fact, condition, development, or event adversely affects the Business, the Assets, the condition (financial or otherwise), results of operations or cash flows of the Business, the value of the Assets or the System, in each case in a disproportionate manner relative to other participants operating in the industry in which the Business operates and of a similar size as Seller.

“Multiemployer Plan” means a plan, as defined in Section 3(37) or 4001(a)(3) of ERISA, to which Seller or its ERISA Affiliate contributed, contributes or is required to contribute or otherwise has any obligation or liability.

“Multiple Employer Plan” means (i) LGERS and (ii) any multiple employer plan, within the meaning of Section 413(c) of the Code, to which Seller or its ERISA Affiliate contributed, contributes or is required to contribute or otherwise has any obligation or liability, all as determined without regard to the extent that such plan is subject to an exemption from ERISA as a governmental plan.

“Net Working Capital” means, as of the Effective Time, (i) the current assets of the type set forth on Exhibit C (excluding, for the avoidance of doubt, any current asset that is not an Asset), *minus*, (ii) the current liabilities of the type set forth on Exhibit C (excluding, for the avoidance of doubt, any current liability that is not an Assumed Liability), in each case, with such components of current assets and current liabilities calculated in accordance with GAAP, and adjusted pursuant to the adjustments set forth on Schedule 4.12(a). For example purposes only, attached hereto as Exhibit C is a calculation of Net Working Capital of Seller as of March 31, 2019.

“Organizational Documents” means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (c) the limited liability company agreement, operating agreement or regulations and the certificate or articles of organization or formation of a limited liability company; and (d) any charter, joint agency agreement, interlocal agreement or other organizational document adopted or filed in connection with the creation, formation, or organization of a Person, in each case, as amended.

“Other Video Services” means optional tiers, packages or offerings of video, either linear or on demand, or music services offered by the System to its subscribers.

“Patent Rights” means patents, provisional patent applications, patent applications, continuations, continuations-in-part, divisions, reissues, patent disclosures, industrial designs, inventions (whether or not patentable or reduced to practice) and improvements thereto, and all similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

“Pay TV” means for the System, video programming selected by and sold to subscribers on a per channel or per program basis for monthly or transactional fees in addition to the fee for Cable Services.

“Permits” means all permits, licenses, registrations, privileges, immunities, certificates, variances, exemptions, orders and other approvals and authorizations from any Governmental Authority necessary for, or used in, the conduct of the Business, excluding any Franchises or Communications Licenses.

“Permitted Lien” means any (a) Lien securing Taxes, assessments and governmental charges not yet delinquent or due, or the validity of which are being contested in good faith by appropriate proceedings; (b) any zoning law or ordinance or any similar Legal Requirement; (c) materialmen’s, mechanic’s, workmen’s, repairmen’s or other like Liens arising in the ordinary course of business relating to obligations which are not yet due and payable or the validity of which are being contested in good faith by appropriate proceedings; and (d) in the case of Owned Real

Property, easements, quasi-easements, licenses, covenants, rights-of-way, zoning, building or other similar restrictions or defects in title that are reflected in the public records and that do not materially detract from the value of or adversely affect the use of such Owned Real Property as currently used; *provided* that “Permitted Lien” shall not include any Lien securing a debtor claim that could prevent or interfere with the conduct of the Business of the affected System as it is currently being conducted or that relate to any Indebtedness.

“**Person**” means any natural person, Governmental Authority, corporation, general or limited partnership, limited liability company, joint venture, trust, association, unincorporated entity, joint agency, interlocal agency, or any other entity of any kind.

“**Pro Rata Basis**” shall mean with respect to an amount or liability, the obligations of each of (a) Mooresville for seventy percent (70%) of such amount or liability, and (b) Davidson for thirty percent (30%) of such amount or liability.

“**Purchaser Fundamental Representations**” means the representations and warranties set forth in Section 3.1 (Organization of Purchaser); Section 3.2 (Authority); Section 3.3 (No Conflicts), Section 3.4 (Litigation), Section 3.5 (Availability of Funds), and Section 3.7 (Brokers) and the statements with respect thereto set forth in the certificates delivered by or on behalf of Purchaser.

“**R&W Insurance Policy**” means that certain representation and warranty policy with a coverage limit of Eight Million Dollars (\$8,000,000), Policy No. W28468190101, which Purchaser has conditionally obtained in connection with the execution and delivery of this Agreement.

“**Real Property**” means all interests in real property used in the System, including the real property and the buildings, improvements, and fixtures thereon owned by Mooresville (including the buildings, improvements and fixtures that are located on the Davidson Real Property) (as set forth on Schedule 4.8(a)) (“**Owned Real Property**”) and all Easement/Right-of-Way Agreements.

“**Release**” means any release, spill, emission, leaking, pumping, injection, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Materials into the indoor or outdoor environment or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, surface water, groundwater or property.

“**Seller Fundamental Representations**” means the representations and warranties set forth in Section 4.1 (Organization and Qualification of Seller); Section 4.2 (Authority); Section 4.3(a)(i) (No Conflicts with Organizational Documents); Section 4.3(b) through Section 4.3(d) (Approvals; Information Supplied); Sections 4.4(b) (first two sentences only) (Title to Assets); Section 4.8(a) (second, third and fourth sentences only) (Title to Real Property); Section 4.11(e) (first two sentences only) (Title to Seller Owned IP and Owned Software); Section 4.14 (Taxes); Section 4.17 (Brokers); and Section 4.18(b) (first two sentences only) (Title to Seller Data), and the statements with respect thereto set forth in the certificates delivered by or on behalf of Seller Parties.

“Seller’s knowledge” means the knowledge of Jeff Cosner, Bob Guth and Sean Wilbur, after due inquiry of persons reasonably expected to be aware of the applicable matter.

“Seller’s Retention Amount” means Four Hundred Thousand Dollars (\$400,000).

“Software” means proprietary computer software programs and software systems, including firmware, middleware, databases, compilations, collections, technical data, configurations, tool sets, scripts, web sites, mobile applications, HTML code, compilers, software embedded in hardware devices, higher level or “proprietary” languages and related documentation, manuals, media, technical specifications and materials, whether in source code, object code, human readable or other form.

“Specified Matters” mean those Excluded Liabilities set forth on Schedule 2.3(k)(ii).

“Straddle Period” means any taxable year or period beginning on or before and ending after the Closing Date.

“Survey Defect” shall mean, with respect to the Owned Real Property or Davidson Real Property, the existence of any survey defect, condition or other item not disclosed on Purchaser’s surveys, that materially and adversely affects the operation of the System or the conduct of the Business, including to the extent an accurate survey would have revealed that any of the following affirmative statements are not true and correct: (i) all easements, cross easements, and rights-of-way, if any, necessary for the full utilization of the portions of the System or the conduct of the Business located on the Owned Real Property or Davidson Real Property have been obtained and, in each case, are in full force and effect without default thereunder; (ii) the Owned Real Property and Davidson Real Property each has direct or indirect rights of pedestrian and vehicular access to a public right-of-way and is served by all utilities necessary for the operation of the portions of the System and the conduct of the Business located on such property; (iii) all of the material improvements located on the Owned Real Property and Davidson Real Property lie wholly within the boundaries of the Owned Real Property and Davidson Real Property; (iv) no improvements on adjoining properties encroach upon the Owned Real Property or Davidson Real Property in a manner that would materially and adversely affect the operation of the System or the conduct of the Business; and (v) no easements or other encumbrances affecting the Owned Real Property and Davidson Real Property encroach upon any of the material improvements located on the Owned Real Property or Davidson Real Property.

“Target Net Working Capital” means negative One Million One Hundred Thousand Dollars (-\$1,100,000).

“Tax” or **“Taxes”** means and includes all net income, capital gains, gross income, gross receipt, real property, personal property, franchise, sales, use, excise, withholding, ad valorem, transfer, registration, add-on, regulatory fees, franchise, profits, license, withholding, payroll, employment, unemployment, estimated, severance, stamp, occupation, windfall profits, social security (or similar), alternative minimum, disability, environmental and other taxes, assessments, levies, fees, duties, tariffs and other charges of any kind, as applicable, by any Governmental Authority, or with respect to which a Person has any obligation, under any federal, foreign, state or local law, whether disputed or not.

“**Tax Return**” means any tax return, information return or statement, declaration of estimated tax, tax report or other tax statement, or any other similar filing, including any Schedules or attachment thereto, and including any amendment thereof, required to be submitted to any Governmental Authority with respect to Taxes.

“**Telephony Services**” means any level of voice telephony services offered by Seller to its subscribers including, but not limited to, interconnected Voice-over-Internet-Protocol services as that term is defined in Part 9 of the rules of the FCC, including such services provided to subscribers through use of an embedded multimedia terminal adapter.

“**Third Party**” means with respect to Purchaser, any Person other than Purchaser and Purchaser’s Affiliates and, with respect to Seller, any Person other than Seller and the Operating Parties.

“**Third Party Claims**” means audits, demands, citation, summons, notices of violation, actions, subpoenas, suits, claims or legal, administrative, arbitration, mediation, governmental or other proceedings or investigations of any kind or nature, whether civil, criminal, administrative, regulatory or otherwise, brought by a Third Party.

“**Town Referendums**” means referendum elections held pursuant to N.C. Gen. Stat. § 160A-321 and other Legal Requirements at which the qualified voters of Mooresville and Davidson, in separate elections, may vote to approve or not approve the transaction contemplated by this Agreement.

“**Town Voter Approval**” means Town Referendums (a) held in accordance with applicable North Carolina Legal Requirements and using ballots comprised of the Ballot Language, with the Iredell County Board of Elections (for the Mooresville vote) and the Mecklenburg County Board of Elections (for the Davidson vote) each issuing a certificate of the result of the applicable Town Referendum and each such certificate indicating that the votes necessary under North Carolina Legal Requirements to pass the applicable Town Referendum have been received and the count authenticated and (b) validly authorizing the Asset Purchase Transaction and the other transactions contemplated by this Agreement and the other Transaction Documents and the terms of this Agreement and the other Transaction Documents.

“**Trade Secrets**” means trade secrets and confidential ideas, confidential information, know-how, concepts, methods, methodologies, processes, procedures, formulae, templates, technology, tools, algorithms, models, reports, records, surveys, data, databases, client and subscriber lists, supplier lists, mailing lists, business plans and other proprietary information, in each case which derive economic value, actual or potential, from being maintained in confidence.

“**Trademarks**” means trademarks, service marks, trade names, business names, logos, domain names, social media presences, associated goodwill, rights to sue for passing off and unfair competition, rights in opposition proceedings, and all similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

“**Transaction Documents**” means the instruments, documents or agreements which are to be executed and delivered by or on behalf of Purchaser, Seller or the Operating Parties in connection with this Agreement or the transactions contemplated hereby.

“**Video Services**” means Cable Services, Pay TV and Other Video Services.

“**Working Capital Escrow Amount**” means Seven Hundred Fifty Thousand Dollars (\$750,000).

“**Working Capital Escrow Fund**” means the escrow account with the Escrow Agent for holding the Working Capital Escrow Amount.

1.2. Additional Definitions. The following is a list of additional terms used in this Agreement and a reference to the Section in which such term is defined:

<u>Term</u>	<u>Section or Recital</u>
2019 Financial Statements	5.13
Agreement	Preamble
Asset Purchase Transaction	Recitals
Assumed Liabilities	2.2
Audited Financial Statements	4.12(a)
Available Insurance Policies	5.15(b)
Board	4.3(c)
Board Approvals	4.3(c)
Bond Documents	5.7(h)
Bond Discharge	5.7(h)
Cap	9.4(a)
Chosen Court	10.4
Claims Period	5.15(b)
CLI	4.10(d)
Closing	2.5
Closing Date	2.5
COBRA	4.19(d)
Company Contracts	4.5(d)
Company Employees	4.19(a)
Conditional Use Permit	6.2(k)
Davidson	Preamble
Davidson Board	4.3(c)
Davidson Easement	6.2(i)
Deductible	9.4(a)
Defense Counsel	9.5(a)
Defense Notice	9.5(a)
Direct Claim	9.6
Estimated Net Working Capital	2.6(a)
Estimated Net Working Capital Statement	2.6(a)
Excluded Liabilities	2.3
Final Statement	2.6(e)

<u>Term</u>	<u>Section or Recital</u>
Financial Statements	4.12(a)
Indebtedness Certificate	2.6(a)
Indemnified Party	9.5(a)
Indemnifying Party	9.5(a)
Independent Accounting Firm	2.6(d)
Initial Purchase Price	2.4(a)
Initial Release Date	9.8(b)
Insurance Policies	5.15(a)
Interim Financial Statements	4.12(a)
IP Contracts	4.11(c)
IRU	4.5(d)(ii)
IRU Agreements	5.16
Legally Required Information	5.7(e)
Licensed IP	4.11(c)(i)
Material Subscribers	4.6(b)
Material Suppliers	4.6(c)
Mooresville	Preamble
Mooresville Deed	6.2(h)
Non-Assignable Assets	5.18
Operating Parties	Preamble
Outside Closing Date	8.1(d)(iii)
Owned Real Property	Definition of “Real Property”
Owned Software	4.11(b)
Post-Closing Difference	2.6(f)
Property Taxes	5.8(a)
Proposed Final Statement	2.6(b)
Public Information	5.7(e)
Purchase Price	2.4(a)
Purchase Price Allocation	2.7
Purchaser	Preamble
Purchaser Funds	5.17(c)
Purchaser Indemnified Parties	9.2
Representatives	5.2(a)
Restricted Business	5.9(a)
Retained Amount	9.8(b)
Seller	Preamble
Seller Board	4.3(b)
Seller Board Approval	4.3(b)
Seller Consents	4.3 (a)
Seller Data	4.18(a)
Seller Indemnified Parties	9.3
Seller IT Systems	4.18(a)
Seller Owned IP	4.11(a)
Seller Parties	Preamble
Subscriber Information	5.10(c)

<u>Term</u>	<u>Section or Recital</u>
System	Recitals
Tax Proceeding	4.14(d)
Termination Fee	8.2(c)
Title Company	5.12
Title Policies	5.12
Town Boards	4.3(c)
Transfer Taxes	5.8(e)
Transferred Employee	5.6(a)
Unresolved Claims	9.8(b)

1.3. Rules of Construction. Unless otherwise expressly provided in this Agreement, (i) words used in this Agreement, regardless of the gender used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, as the context requires; (ii) the word “including” is not limiting, and the word “or” is not exclusive; (iii) when a reference is made herein to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated; (iv) references to a particular Section include all subsections of that Section; and (v) references to a “day” or number of “days” (without the explicit qualification “business”) shall be interpreted as a reference to a calendar day or number of calendar days; (vi) the terms “hereof” and “herein” and words of similar import shall be construed to refer to this Agreement as a whole (including all the Exhibits and Schedules) and not to any particular provision of this Agreement; (vii) references to the transactions contemplated by the Agreement includes the transactions contemplated by all of the Transaction Documents; (viii) the headings contained herein and in any Exhibit or Schedule hereto, the table of contents hereto and the index of defined terms are for reference purposes only and shall not affect in any way the meaning or interpretation hereof; (ix) all Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part hereof as if set forth in full herein; (x) any capitalized terms used in any Schedule or Exhibit, but not otherwise defined therein, shall have the meaning as defined herein; (xi) each representation, warranty, covenant and agreement contained herein shall have independent significance, and accordingly, if any representation, warranty, covenant or agreement contained herein is breached, the fact that there exists another representation, warranty, covenant or agreement relating to the same subject matter (regardless of the relative levels of specificity) shall not detract from or mitigate the breach of the first representation, warranty, covenant or agreement; and (xii) any document, list or other item shall be deemed to have been “made available” to Purchaser only if such document, list or other item was posted no later than 5:00 P.M. Eastern Time on the second day prior to the date hereof in the electronic dataroom established by Seller in connection with this Asset Purchase Transaction.

Section 2. SALE AND PURCHASE OF ASSETS; ASSUMPTION OF CERTAIN LIABILITIES

2.1. Sale of Assets. Subject to the terms, provisions and conditions contained in this Agreement, on the Closing Date, Seller Parties agree to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agrees to purchase and acquire from Seller Parties (including, in

connection with the Owned Real Property, from Mooresville, and in connection with the grant of the Davidson Easement, from Davidson), all right, title and interest of Seller Parties in the Assets, free and clear of all Liens other than Permitted Liens. Mooresville's authorization and Davidson's authorization of the Asset Purchase Transaction, including the sale of the System includes its respective agreement to the sale of the Owned Real Property and the grant of the Davidson Easement, respectively, which Owned Real Property and Davidson Easement are deemed components of the System and the Business.

2.2. Assumed Liabilities. Subject to the terms, provisions and conditions contained in this Agreement, after the Closing Date, Purchaser agrees to pay, discharge and perform the following, except in each case to the extent constituting an Excluded Liability (the "**Assumed Liabilities**"):

(a) liabilities and obligations under any Communications Licenses, Permits, Franchises and Contracts and other agreements and instruments included within the Assets and relating to the period on or after the Closing Date;

(b) liabilities and obligations of Seller with respect to the Business to the extent recorded as a dollar amount in the Final Statement; and

(c) liabilities and obligations arising out of Purchaser's ownership or operation of the Assets or the System after the Closing Date.

2.3. Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Purchaser is not assuming, and Seller Parties shall each pay, perform or otherwise satisfy any and all liabilities and obligations of Seller Parties, whether accrued or unaccrued, matured or unmatured, contingent, deferred, absolute, determined, determinable or otherwise, other than the Assumed Liabilities ("**Excluded Liabilities**"). In addition, notwithstanding anything to the contrary in the definition of Assumed Liabilities or otherwise, the Excluded Liabilities shall include any liabilities or obligations, whether accrued or unaccrued, matured or unmatured, contingent, deferred, absolute, determined, determinable or otherwise, relating to the following: (a) obligations or liabilities with respect to the Excluded Assets; (b) any obligations or liabilities with respect to or relating to periods prior to the Closing Date; (c) any obligations or liabilities of Seller Parties with respect to the Assets, including Permits, Franchises, Communications Licenses, Contracts and other agreements and instruments included in the Assets, relating to periods prior to the Closing Date; (d) any obligations or liabilities with respect to (i) former employees, directors, managers, officers, consultants, agents, independent contractors or other service providers of any Seller Party; (ii) employees of any Seller Party who are not Company Employees; (iii) Company Employees who do not become Transferred Employees; (iv) Transferred Employees arising prior to or at, or relating to the period prior to, the Closing (except for such vacation of the Transferred Employees to be assumed by Purchaser pursuant Section 5.6(g)); (v) consultants or other independent contractors arising prior to, or relating to the period prior to, the Closing; and (vi) applicants for employment with any Seller Party; (e) all benefit and compensation plans, programs or arrangements (including LGERS and any withdrawal or successor liability related to LGERS, whether such liability is asserted or imposed as to any Seller Party, Purchaser or any fiduciary of LGERS; and any other pension, long term incentive, retention and severance obligations, programs and arrangements) and Contracts with or for the benefit of any current or former Company

Employee, other employee, director, manager, officer, consultant, independent contractor, agent or other service provider (or any spouse, dependent or beneficiary thereof), except for any portion thereof that is a non-compete, non-solicit or other restrictive covenant for the benefit of the Business; (f) any liabilities arising prior to Closing, or liabilities with respect to the Assets or the operation of the System or the Business relating to the period prior to the Closing Date, including any event, circumstance, violation of, or non-compliance with, any Legal Requirement, breach of contract, or other act or omission of any Seller Party, or Litigation relating to such period; (g) any liabilities and obligations arising under any Environmental Law or any Environmental Claim to the extent related to facts or conditions existing prior to, or related to the operation of the System or Business or the ownership, operation, use or control of the Real Property, prior to the Closing Date; (h) any Indebtedness; (i) all intercompany payables or other obligations of any Seller Party to any Affiliates of such Seller Party, including to any other Seller Party; (j) all liabilities in respect of Taxes for which any Seller Party is liable pursuant to Section 5.8; (k) any items set forth on Schedule 2.3(k)(i) or Schedule 2.3(k)(ii); (l) any earn-out or contingent consideration payable upon, or due in connection with, the Closing or as a result of Seller Parties' acquisition or sale of the Business, System or any of the Assets; and (m) any liabilities or obligations unrelated to the Business.

2.4. Purchase Price and Purchase Price Adjustment.

(a) Purchase Price. The initial purchase price for the Assets to be purchased and acquired by Purchaser hereunder and Purchaser's assumption of the Assumed Liabilities, to be paid by Purchaser to Seller pursuant to this Agreement, shall equal to: Eighty Million Dollars (\$80,000,000), *plus* (i) the amount, if any, by which Estimated Net Working Capital exceeds Target Net Working Capital, *less* (ii) the amount, if any, by which Target Net Working Capital exceeds Estimated Net Working Capital (the "**Initial Purchase Price**"). The Initial Purchase Price shall be subject to adjustment after the Closing Date pursuant to the terms of Section 2.6(f) (as adjusted and finalized, the "**Purchase Price**").

(b) Payment of the Initial Purchase Price at the Closing. At the Closing, Purchaser shall deliver, by wire transfer of immediately available funds to such account as shall be designated by Seller prior to Closing, an amount equal to the Initial Purchase Price, *minus* an amount equal to the Escrow Amount, *minus* the amount of Indebtedness as shown on the Indebtedness Certificate. At Closing, Purchaser shall deliver the Escrow Amount by wire transfer of immediately available funds, to the Escrow Agent to hold pursuant to the Escrow Agreement. At Closing, Purchaser shall pay, on behalf of Seller Parties, the Indebtedness as shown on the Indebtedness Certificate in the amount and to the wire instructions stated therein (it being understood that Purchaser shall bear no responsibility for the accuracy of the Indebtedness Certificate and shall only be obligated to make such payments on behalf of Seller out of the Initial Purchase Price).

(c) Withholding. Purchaser shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of federal, state, local or foreign law. If any amount is so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person with respect to which such deduction or withholding was imposed.

2.5. The Closing. The closing (the “**Closing**”) shall take place at the offices of Troutman Sanders LLP located at 301 S. College Street, 34th Floor, Charlotte, North Carolina 28202 at 10:00 a.m. local time on the second Business Day after the satisfaction or waiver of all of the conditions to closing (other than those conditions that by their nature are to be satisfied only on the Closing Date, but subject to the satisfaction or waiver at Closing of such conditions), or such time and on such date as Purchaser and Seller may mutually agree (the “**Closing Date**”).

2.6. Net Working Capital Adjustment; Indebtedness Certificate.

(a) At least ten (10) days prior to the Closing Date, Seller will deliver to Purchaser (i) a statement (the “**Estimated Net Working Capital Statement**”) containing a good faith estimate of Net Working Capital (“**Estimated Net Working Capital**”), and (ii) a certificate containing a true and accurate statement of the payoff amount of, and the name of such Persons and wire information for each such Person, that is owed, Indebtedness of Seller or Indebtedness of the Operating Parties or any of their Affiliates in respect of the Business (including the Installment Financing Debt and the Bonds), together with documentation of the Bond Discharge and an executed payoff letter and related collateral release documentation from the lender or trustee for all other such Indebtedness, and in the case of the Installment Financing Debt and the Bonds, that provides for the consent to the consummation of the transactions contemplated by this Agreement, and for all Indebtedness, the payoff in full and a release of all Liens in respect of such Indebtedness at Closing and otherwise in form and substance satisfactory to Purchaser (“**Indebtedness Certificate**”), with each such statement duly executed by the Chief Executive Officer (with the Interim Chief Executive Officer, if any at such time, being sufficient) of Seller. The Estimated Net Working Capital Statement shall include a calculation of the Initial Purchase Price, and the Estimated Net Working Capital Statement will be, along with the calculations and determinations related thereto, prepared in good faith from the Books and Records of Seller. The Estimated Net Working Capital Statement and Indebtedness Certificate shall be subject to the reasonable review and approval of Purchaser and as so approved, the Estimated Net Working Capital Statement shall constitute the basis on which the Estimated Net Working Capital is calculated for purposes of the Closing.

(b) Within ninety (90) days following the Closing Date, Purchaser shall deliver to Seller a statement of Purchaser (the “**Proposed Final Statement**”), executed by an officer of Purchaser, that provides Purchaser’s good faith determination of the Net Working Capital, together with reasonably detailed statements of the calculations.

(c) Seller may notify Purchaser of any objections to any of the Net Working Capital amount set forth in the Proposed Final Statement within thirty (30) days after Seller has received the Proposed Final Statement. If Seller makes no such timely objection, the final adjustment to the Purchase Price shall be made as set forth in the Proposed Final Statement, and the party that owes any amount to the other party shall make such payment within five (5) days after the parties have finalized the Proposed Final Statement pursuant to this Section 2.6. In connection with Seller’s review of the Proposed Final Statement, Seller and its representatives shall be provided with reasonable access to relevant work papers, schedules, memoranda and other documents used or prepared by Purchaser or its representatives, and Purchaser shall cooperate reasonably with Seller and its representatives in connection therewith, subject to the execution of customary access letters.

(d) If Seller has made a timely objection to any amount or calculation set forth in the Proposed Final Statement, Seller and Purchaser shall then have forty-five (45) days from Seller's receipt of the Proposed Final Statement to attempt to resolve any objections of Seller. Purchaser and Seller shall make a good faith effort to resolve any objections during this time period, but if they are unable to agree on the final Net Working Capital amount within this time period, the parties shall submit the dispute for determination to BDO USA, LLP (the "**Independent Accounting Firm**"). The determination of the Independent Accounting Firm shall be final and binding upon the parties hereto and shall not be subject to appeal. The Independent Accounting Firm shall (i) be deemed to be acting as an expert and not as an arbitrator, (ii) make determinations only in respect to those items and amounts that are in dispute by Purchaser and Seller and (iii) deliver to Purchaser and Seller, as promptly as practicable, a report setting forth its determination. Seller and Purchaser shall make readily available to the Independent Accounting Firm all relevant Books and Records and any work papers relating to the calculation of the Net Working Capital amount. The parties shall make readily available to the Independent Accounting Firm all relevant Books and Records and any work papers relating to the Net Working Capital amount. The fees, costs and expenses of the Independent Accounting Firm shall be borne by the parties in inverse proportion as they prevail on the matters resolved by the Independent Accounting Firm.

(e) Immediately following the period referred to in Section 2.6(c) or the resolution of any dispute in accordance with Section 2.6(d), as the case may be, Purchaser shall deliver to Seller, and both parties shall agree upon, the final statement of Net Working Capital (the "**Final Statement**"). Such Final Statement shall be final and binding upon the parties hereto for purposes of the adjustment provisions in this Section 2.6, but shall not limit any of Purchaser's other rights and remedies in this Agreement, including pursuant to Section 9 hereof.

(f) For the purposes of this Agreement, the "**Post-Closing Difference**" means an amount equal to: (i) the Initial Purchase Price, re-calculated using the final statement of Net Working Capital as set forth in the Final Statement *minus* (ii) the Initial Purchase Price. If the Post-Closing Difference is a positive number, then (A) Purchaser shall pay to Seller an amount equal to such difference by wire transfer of immediately available funds (to the bank account or accounts designated by Seller in writing at the time of the delivery of the Final Statement) within five (5) Business Days of Purchaser's receipt of the Final Statement and (B) Purchaser and Seller Parties, by means of a joint written instruction letter to the Escrow Agent, will direct that the entirety of the Working Capital Escrow Fund be paid to Seller. If the Post-Closing Difference is a negative number and in excess of the Working Capital Escrow Fund, then Purchaser and Seller Parties, by means of a joint written instruction letter to the Escrow Agent, will direct the Working Capital Escrow Fund to be paid to Purchaser in accordance with the terms of the Escrow Agreement within five (5) Business Days of Seller's receipt of the Final Statement, and at the election of Purchaser, such excess amount may be satisfied either from the Indemnity Escrow Fund (in which event Purchaser and Seller Parties will deliver a joint written instruction letter to the Escrow Agent to such effect regarding the distribution from the Indemnity Escrow Fund at the same time as the delivery of the joint written instructions relating to the disbursement of the Working Capital Escrow Fund) or directly from the Seller Parties (in which event Seller Parties will pay such amount to Purchaser in immediately available funds not later than five (5) Business Days after Seller Parties' receipt of the Final Statement and Purchaser's election with respect thereto to an account specified in writing by Purchaser) or a combination thereof. If the Post-Closing Difference is a negative number and less than the Working Capital Escrow Fund, then Purchaser and Seller Parties, by

means of a joint written instruction letter to the Escrow Agent, will direct (i) an amount in cash equal to such difference to be paid to Purchaser from the Working Capital Escrow Fund and (ii) the remainder of the Working Capital Escrow Fund to be released to Seller, in each case in accordance with the terms of the Escrow Agreement and within five (5) Business Days of Seller's receipt of the Final Statement.

(g) The adjustments provided for in Section 2.6 will be made without duplication.

2.7. Allocation of Purchase Price. The allocation of the Purchase Price (and any Assumed Liabilities) among the Assets shall be made in a manner consistent with Section 1060 of the Code and as set forth in a schedule to be provided by Purchaser (the "**Purchase Price Allocation**") not later than one hundred twenty (120) days after the determination of the Final Statement, which Purchase Price Allocation will be final and binding on the parties.

Section 3. PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller as follows:

3.1. Organization of Purchaser. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2. Authority and Validity. Purchaser has all requisite limited liability company power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement and the Transaction Documents to which Purchaser is a party. The execution and delivery by Purchaser, the performance by Purchaser under, and the consummation by Purchaser of the transactions contemplated by, this Agreement and the Transaction Documents to which Purchaser is a party have been duly and validly authorized by all required limited liability company action by or on behalf of Purchaser. This Agreement has been, and when executed and delivered by Purchaser the Transaction Documents will be, duly and validly executed and delivered by Purchaser and the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or by principles governing the availability of equitable remedies, subject, for the avoidance of doubt, in the case of post-Closing obligations, to the occurrence of the Closing.

3.3. No Conflict. The execution and delivery by Purchaser of, the performance of Purchaser under, and the consummation by Purchaser of the transactions contemplated by, this Agreement and the Transaction Documents to which Purchaser is a party do not and will not: (a) conflict with or violate any provision of Purchaser's Organizational Documents; or (b) except for the acceptance of the filings as provided in Section 6.2(d), result in a violation by Purchaser of any provision of any Legal Requirement, except as would not reasonably be expected to prevent or materially delay or materially impair the ability of Purchaser to consummate the transactions contemplated by this Agreement or the other Transaction Documents to which it is a party.

3.4. Litigation. As of the date hereof, there is no Litigation by or against Purchaser or any of its subsidiaries pending, or to the knowledge of Purchaser, threatened before any Governmental Authority, that would adversely affect the legality, validity or enforceability of this Agreement or any Transaction Document to which Purchaser is a party or would prevent or materially delay the consummation of the transactions contemplated hereby.

3.5. Availability of Funds. As of the date hereof, Purchaser has, and on the Closing Date, Purchaser will have, available, or access via committed financing to, sufficient funds to enable it to consummate the Asset Purchase Transaction in accordance with the terms hereof and pay all of its fees and related expenses.

3.6. Information Supplied. None of the information supplied by Purchaser in writing that is required to be provided pursuant to Legal Requirements to be disseminated in connection with obtaining the Town Voter Approval (and is supplied by Purchaser with specific reference to this Section 3.6) contains or, will contain at the time provided to Seller, any untrue statement of a material fact.

3.7. Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the other Transaction Documents based upon arrangements made by or on behalf of Purchaser.

3.8. Independent Investigation; Seller's Representations.

(a) Purchaser has conducted an investigation, review and analysis of the Business, operations, Assets, liabilities, results of operations, financial condition and prospects of the Business. Purchaser acknowledges that it has been provided access to personnel, properties, facilities and records of the Business for such purpose.

(b) Purchaser hereby acknowledges and agrees that notwithstanding anything herein to the contrary, other than the specific representations and warranties made in Section 4 or any other Transaction Document, none of Seller, the Operating Parties or their representatives makes or has made any representation or warranty, express or implied, at law or in equity, in respect of the Business, any of the Assets or the Assumed Liabilities, including with respect to the Excluded Assets or the Excluded Liabilities.

Section 4. SELLER PARTIES REPRESENTATIONS AND WARRANTIES

Seller Parties, jointly and severally, represent and warrant to Purchaser as follows:

4.1. Establishment of Seller. Seller is a joint agency established by the Operating Parties in accordance with applicable North Carolina Legal Requirements and has the full power and authority to own, lease, use and operate the assets owned, leased or used by it, including the Assets, and to operate the Business and the System as they are currently operated. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Assets or the operation of the Business and the System as currently conducted makes such licensing or qualification necessary, except where the absence of any such license or

qualification would not be reasonably expected to adversely affect the Business in any material respect.

4.2. Authority and Validity. Each Seller Party has all requisite and full power and authority to execute and deliver and to perform its pre-Closing obligations under this Agreement and the Transaction Documents to which it is a party in accordance with their terms, and, subject to Town Voter Approval, to perform its post-Closing obligations under, and to consummate the transactions contemplated by, this Agreement and the Transaction Documents to which it is a party. The execution and delivery by each Seller Party of, the performance by each Seller Party under, and the consummation by each Seller Party of the transactions contemplated by, this Agreement and the Transaction Documents to which each is respectively a party have been duly and validly authorized by all required action by and on behalf of each Seller Party, other than the required Town Voter Approval for the consummation of such transactions. This Agreement has been and, when executed and delivered by each Seller Party, the Transaction Documents will be, duly and validly executed and delivered by each Seller Party and the valid and binding obligations of each Seller Party, enforceable against each such Seller Party in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally, by principles governing the availability of equitable remedies, subject, for the avoidance of doubt, in the case of post-Closing obligations, to the receipt of Town Voter Approval and the occurrence of the Closing.

4.3. No Conflict; Seller Consents; Approvals.

(a) Except for, and subject to receipt of, the Consents on Schedule 4.3(a) (the Consents listed or required to be listed on such schedule, the “**Seller Consents**”) and the Town Voter Approval, and except as otherwise disclosed on Schedule 4.3(a), the execution and delivery by each Seller Party of, the performance of each Seller Party under, and the consummation of the transactions contemplated by, this Agreement and the Transaction Documents to which such Seller Party is a party do not and will not: (i) conflict with, breach, result in a default under, or violate any provision of any Organizational Documents of Seller or the Operating Parties; (ii) conflict with, violate, result in a breach of, or constitute a default or event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party any right to accelerate, terminate, amend, modify or cancel, or result in any loss or diminution of rights or benefits under, any Permit, Franchise, Communications License or Contract; (iii) conflict with or result in a violation or breach of any provision of any Legal Requirement; (iv) require such Seller Party to obtain or make any Consent of, or make any filing of any certificate, notice, application, report or other document with, any Governmental Authority or other Person; or (v) result in the creation of any Lien upon the Owned Real Property or the Davidson Real Property or give to others or create any Lien upon any of the Assets.

(b) The Board of Directors of Seller (the “**Seller Board**”), at a meeting duly called and held, duly and unanimously adopted resolutions (i) approving this Agreement, the other Transaction Documents, the Asset Purchase Transaction and the other transactions contemplated by this Agreement and the other Transaction Documents and (ii) determining that the terms of the Asset Purchase Transaction and the other transactions contemplated by this Agreement and the other Transaction Documents are advisable and fair to, and in the best interests of, Seller and the

Operating Parties (collectively, the items referred to in clauses (i) and (ii), the “**Seller Board Approval**”). The Operating Parties, in their capacity as the members of Seller have duly and unanimously adopted resolutions approving this Agreement, the other Transaction Documents, the Asset Purchase Transaction and the other transactions contemplated by this Agreement and the other Transaction Documents.

(c) The Board of Commissioners of each of Mooresville (the “**Mooresville Board**”) and Davidson (the “**Davidson Board**” and, together with the Mooresville Board, the “**Town Boards**” and, together with the Seller Board, each a “**Board**” and, collectively the “**Boards**”), at meetings duly called and held, have each duly and unanimously adopted resolutions (i) approving this Agreement, the other Transaction Documents, the Asset Purchase Transaction and the other transactions contemplated by this Agreement and the other Transaction Documents, and (ii) determining that the terms of the Asset Purchase Transaction and the other transactions contemplated by this Agreement and the other Transaction Documents are advisable and fair to and in the best interests of itself and its citizens (collectively, the items referred to in clauses (i) and (ii), the “**Town Board Approvals**” and, together with the Seller Board Approval, the “**Board Approvals**”).

(d) The only vote of the citizens of the Operating Parties that is required (under applicable Legal Requirements, the Organizational Documents of the Operating Parties, applicable Contract or otherwise) to approve the transactions contemplated by this Agreement and the other Transaction Documents is the Town Voter Approval. No other vote or approval of the Operating Parties is required for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. As of the Closing (in the event it occurs), the Town Voter Approval will have been obtained.

(e) None of the information supplied or to be supplied by the Seller Parties for inclusion in any Public Information (as defined below) will, at the time that any Public Information is disseminated or at the time of a Town Referendum, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. Any Public Information will comply with applicable Legal Requirements.

4.4. Title to Assets; Sufficiency of Assets; Subsidies.

(a) Except as disclosed on Schedule 4.4(a), all of the Assets, including the Equipment, cable, electronics, tangible personal property and other facilities included in the Assets, or used in the operation of the Business or the System (i) are in good repair, order and condition, ordinary wear and tear excepted, and usable, in all material respects, in the Business and the System, by Purchaser as they are currently are being, and proposed to be, used, (ii) have been installed, constructed, inspected and maintained by Seller Parties in accordance with customary practices and standards in the industry in which the Business operates, (iii) conform in all material respects to all applicable Legal Requirements relating to their use and operation and (iv) are without any material defects for purposes of operating the System in the ordinary course of business and without any material disruptions.

(b) Except as disclosed on Schedule 4.4(b), Seller Parties have good, marketable, exclusive and fee simple title to (or, in the case of Assets that are leased, valid and enforceable leasehold interests in) the Assets, including those reflected in the Financial Statements. The Assets are free and clear of any Liens other than Permitted Liens and Liens to be released at Closing (as set forth on Schedule 4.4(b)). Except as disclosed on Schedule 4.4(b), the Assets constitute all of the assets, property and rights necessary and sufficient to permit Purchaser to conduct the Business and to operate the System as currently conducted and in compliance in all material respects with all Legal Requirements, Franchises, Permits, Communications Licenses and Contracts. The Business and System have all necessary and sufficient rights to use the public utility easements and pathways that the Business and System currently utilize pursuant to the applicable Legal Requirements.

(c) Except as set forth on Schedule 4.4(c), neither Seller nor the Operating Parties receive any benefit or advantages, directly or indirectly, as a result of Seller's status as a joint agency, the ownership of Seller or the Real Property by the Operating Parties or Seller's association with the Operating Parties. Without limiting the generality of the foregoing, except as set forth on Schedule 4.4(c), neither of the Operating Parties nor any Governmental Authority or other Person provides to Seller, the Business or the System, a subsidy, free or discounted usage of assets, discounts or fees or relief from applicable Legal Requirements, including zoning laws and Taxes.

4.5. Franchises and Communications Licenses and Contracts.

(a) Schedule 4.5(a) sets forth a true and complete list of all Permits and Franchises relating to the System, including the applicable expiration dates, and Seller Parties are in compliance in all material respects with all Legal Requirements in respect of such Permits and Franchises. All upgrades and rebuilds required by each Permit and Franchise have been completed or will be completed by the Closing Date, and Seller is not obligated to undertake any additional capital expenditures, capital additions, or betterments to the System under any Permit or Franchise. Since January 1, 2018, the Seller Parties have paid all franchise, PEG (Public, Educational and Government) and other fees required to be paid under the applicable Franchise or Permit when due and payable, except for such fees as are being contested by Seller Parties in good faith by appropriate proceedings as set forth on Schedule 4.5(a).

(b) Schedule 4.5(b) sets forth a true and complete list of all of the Communications Licenses relating to the System, including the applicable expiration dates, and Seller Parties are in material compliance with all Legal Requirements in respect of such Communication Licenses.

(c) Seller has all Permits, Franchises and Communication Licenses necessary and sufficient to conduct the Business and to operate the System in the ordinary course of business and consistent with past practice.

(d) Schedule 4.5(d) sets forth a true and complete list of all of the following Contracts as of the date hereof (except that Schedule 4.5(d)(v) lists only the material Easement/Right-of-Way Agreements, but all Easement/Right-of-Way Agreements shall be deemed

Company Contracts) (such Contracts in existence as of the date hereof, together with any such agreements entered into prior to the Closing, the “**Company Contracts**”):

(i) any Contract relating to the use of, or licensing of, any public utility facilities, including all pole line, joint pole or master contracts for pole attachment rights, maintenance and the use of utility-owned conduits;

(ii) any Contract that provides for the use, lease or indefeasible right of use (“**IRU**”) of a Seller Party to use fiber optic, conduit, or similar facilities in relation to the System;

(iii) any Contract that is a retransmission consent agreement or that constitutes a must carry notification;

(iv) any Contract relating to the use of any microwave, satellite transmission or terrestrial receive facilities, backbone connections or other transmission or transport equipment;

(v) any Easement/Right-of-Way Agreement;

(vi) any Contract related to the purchase or use of telecommunications services or the interconnection of the Communication Facilities with Third Party equipment, excluding ordinary course Contracts with subscribers;

(vii) all network affiliation agreements to which a Seller Party is a party and any agreements with cable systems;

(viii) any Contract pursuant to which a Seller Party (A) receives advertising sales representation services from any person or (B) provides advertising sales representation services to any person;

(ix) any Contract pursuant to which a Seller Party has constructed or agreed to construct for one or more Third Parties an institutional network or other facilities or provides to one or more Third Parties telecommunications, transmission or terrestrial transport facilities or services;

(x) any Contract with a Material Subscriber;

(xi) any Contract with a Material Supplier;

(xii) any Contract with a Governmental Authority that is not a Permit, Franchise or Communications License;

(xiii) any lease of material personal property;

(xiv) any Contract for the purchase, lease or use of materials, supplies, goods, services, advertising, equipment or other assets, or any option to purchase or sell such

assets that requires annual payments by Seller of Forty Thousand Dollars (\$40,000) or more, individually or in the aggregate;

(xv) any sales, distribution or other similar Contract providing for the sale by Seller of materials, supplies, goods, services, equipment or other assets (but not including purchases made under tariff) that requires annual payments to Seller of Twenty-Five Thousand Dollars (\$25,000) or more;

(xvi) any installment sale Contract or liability for the deferred purchase price of property with respect to any of the assets involving payments exceeding Twenty-Five Thousand Dollars (\$25,000) under any individual Contract;

(xvii) any Contract relating to the sale of cablecast time to third parties for advertising or other purposes, local origination programming, leased channel access or a Contract of substantially equivalent effect;

(xviii) any Contract with (A) any bulk-billed subscriber that accounts for Two Thousand Dollars (\$2,000) or more in monthly recurring revenue, or (B) any subscriber of the cable system receiving satellite master antenna television service (SMATV);

(xix) any Contract that creates or guarantees any Indebtedness or imposes a Lien on any of the Assets or the Business;

(xx) any Contract between Seller, on the one hand, and an Operating Party or any of its Affiliates, on the other hand;

(xxi) any Contracts that (A) require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain "take or pay" provisions, (B) contain restrictive covenants, including non-competes, non-solicit, exclusivity, rights of first offer, rights of first refusal and (C) contain "most-favored nation" pricing;

(xxii) (A) any employment Contract with any Company Employee, (B) any Contract with an independent contractor who is a natural person who provides services to the Business that is directly engaged by Seller or any Operating Party and (C) any Contract with a staffing agency;

(xxiii) any powers of attorney with respect to the Business or any Asset;

(xxiv) any joint venture, partnership or similar Contracts;

(xxv) (A) all Contracts in connection with the Seller Parties' acquisition of the System and the Business and (B) any Contracts in connection with the transfer of ownership interests of Seller, in each case that contain any currently applicable or active obligation;

(xxvi) any Contract providing for earn-out or contingent consideration in connection with the acquisition or sale of the Business or any of the Assets; and

(xxvii) any other Contract that is material to the System or the Business.

Seller has made available to Purchaser complete and correct copies of all Permits, Company Contracts, Franchises and Communications Licenses (including all modifications, amendments and supplements thereto and waivers thereunder). Each Permit, Company Contract, Franchise and Communication License is valid and binding on Seller and, if such Permit, Company Contract, Franchise or Communication License is material to the Business, each other party thereto in accordance with its terms and is in full force and effect.

(e) (i) No Seller Party or any Third Party is in material breach of, or default under, any Permit, Franchise, Communications License or Company Contract, and there are no such prior breaches or defaults for which any Seller Party is reasonably expected to have any future liability or obligation; (ii) no event has occurred which, with notice or lapse of time, would constitute a material breach or default by a Seller Party or permit termination, modification or acceleration by any Third Party under any Permit, Franchise, Communications License or Company Contract; (iii) no Third Party to Seller's knowledge, has the right, or has threatened, to cancel, materially modify, terminate or repudiate any Franchise, Communications License or Company Contract; and (iv) there are, and since January 1, 2018, there have been, no material disputes pending or, to Seller's knowledge, threatened under any Permit, Franchise, Communications License or Company Contract. Seller Parties are not in violation of any Legal Requirement which would have a material effect on the ability of Seller Parties to use any of the rights associated with any Franchise, Communications License or Company Contract.

(f) There is no pending or, to Seller's knowledge, threatened, audit with respect to any pole attachments under any pole attachment agreement to which any Seller Party is a party, or any unresolved dispute with respect to any such audit, in each case which is likely to result in liability to any Seller Party. No Seller Party has received written notice as of the date of this Agreement of any such planned audit, or that any of the System's pole attachments are not in accordance with the terms of the applicable pole attachment agreement and which matter has not been waived, dismissed, abandoned, settled or cured.

4.6. System Information.

(a) Schedule 4.6(a) sets forth, with respect to the System, the following information as of June 30, 2019: (i) a description of the services available from the System, (ii) the standard monthly rates charged for each of the foregoing services, (iii) the number of subscribers receiving each such service, (iv) any other charges by Seller Parties for Business-related services to subscribers, (v) the approximate number of aerial and underground plant miles and fiber miles and Seller's good faith estimate of the number of homes passed for the System (determined in accordance with Seller's customary practices of estimating homes passed), (vi) the channel, bandwidth and megahertz capacity of the System, the stations and signals carried by the System, the channel position of each such signal and station, and all frequencies utilized by the System, (vii) the make, model vintage and identification number of the vehicles used in the operation of the Business; and (viii) the FCC registration number (if any), the site location and the name of the site owner of the communications towers or antenna structures owned by any Seller Party and used in the operation of the System. There has not been any material change in the information referred to in the preceding sentence since June 30, 2019.

(b) Schedule 4.6(b) sets forth a list of the Business' fifteen (15) largest subscribers by dollar amount paid in monthly recurring revenue for the fiscal year ended June 30, 2019 (collectively, "**Material Subscribers**"). Except as set forth on Schedule 4.6(b), Seller Parties have not received any written, or to Seller's knowledge, unwritten, notice that any Material Subscriber intends to, cancel, terminate, limit or adversely alter its relationship with the Business. No Seller Party is, and since January 1, 2018 has not been, engaged in any material dispute with any Material Subscriber.

(c) Schedule 4.6(c) sets forth a list of the Business' ten (10) largest Third Party vendors and service providers (exclusive of programming providers) by dollar amount in monthly recurring payments by Seller Party to such Third Party for the fiscal year ended June 30, 2019 (collectively, the "**Material Suppliers**"). Except as set forth on Schedule 4.6(c), no Seller Party has received any written, or to Seller's knowledge, unwritten, notice that any Material Supplier intends to, cancel, terminate, limit or adversely alter its relationship with the Business. No Seller Party is, and since January 1, 2019 has not been, engaged in any material dispute with any Material Supplier.

(d) There exists no present or reasonably foreseeable condition or state of facts or circumstances involving subscribers or suppliers which would materially adversely affect the Business or prevent the conduct of the Business immediately after the consummation of the transactions contemplated by this Agreement in materially the same manner in which it has been conducted immediately prior to the date hereof.

4.7. System Programming and Promotional Campaigns.

(a) Seller has made available to Purchaser a true and complete copy of the channel line-up and rate card for the System as of the date of this Agreement, with any change to such channel line-up and rate card having been made available to Purchaser and such changes being in the ordinary course of business consistent with past practice. Each programming service carried by the System is shown on such channel line-up and is carried pursuant to a Cable Programming Agreement, retransmission consent agreement, "must-carry" election, or other arrangement.

(b) Schedule 4.7(b) sets forth (i) a description of any and all discount, promotional or special or onetime bundling offers (excluding ordinary upgrade packages) currently offered generally to System subscribers by Seller as of (A) July 1, 2019 and (B) August 1, 2019, and (ii) a list identifying each employee, courtesy account or test account receiving free services as of (A) June 30, 2019 and (B) August 1, 2019 (except for courtesy accounts which are as of August 7, 2019). Seller Parties' discount or promotional offers under any promotional or marketing campaigns or programs have been provided only in the ordinary course of business and consistent with its past practices.

4.8. Real Property.

(a) Schedule 4.8(a)(i) sets forth a true and complete list, by street address (if applicable) or other location information, of all Owned Real Property and the Davidson Real Property. Mooresville has good, marketable, and insurable fee simple title to each parcel of Owned Real Property (other than the buildings, improvements and fixtures located on the Davidson Real

Property), free and clear of any Liens, other than Permitted Liens and Liens described on Schedule 4.8(a)(i). Seller has good and marketable title to the buildings, improvements and fixtures located on the Davidson Real Property free and clear of any Liens, other than Permitted Liens and Liens described on Schedule 4.8(a)(i). Davidson has good, marketable and insurable fee simple title to the Davidson Real Property, free and clear of any Liens, other than Permitted Liens. Neither Seller, Mooresville nor Davidson is obligated or bound by any options, obligations or rights of first refusal or contractual rights to sell, lease or acquire the Owned Real Property or the Davidson Real Property. Except as set forth in Schedule 4.8(a)(ii), there are no Survey Defects with respect to the Owned Real Property or the Davidson Real Property. There are no zoning laws or ordinances or any similar Legal Requirements that materially detract from the value of or adversely and materially affect the use of such Owned Real Property or Davidson Real Property as currently used.

(b) There are no material obligations binding upon the Owned Real Property that are required to be performed by Seller and/or Mooresville prior to the date of this Agreement that have not been performed. There are no material obligations binding upon the Davidson Real Property that are required to be performed by Davidson prior to the date of this Agreement that have not been performed. Neither the whole nor any part of the Owned Real Property is subject to any pending suit for condemnation or other taking by any Governmental Authority and to Seller's knowledge, no such condemnation or other taking is threatened or contemplated. Neither the whole nor any part of the Davidson Real Property is subject to any pending suit for condemnation or other taking by any Governmental Authority and to Seller's knowledge, no such condemnation or other taking is threatened or contemplated.

(c) Seller does not lease or sublease any real property except under the Lease. Except for the Davidson Real Property, Seller does not license or occupy any real property except under the Easement/Right-of-Way Agreements and the Lease.

(d) Except as set forth on Schedule 4.8(d), to the extent material to the conduct of the Business, Seller Parties have the right to use in the ordinary course of business all real estate that is used in the System or otherwise used in the conduct of the Business, in each case, pursuant to valid Easement/Right-of-Way Agreements, other than the Owned Real Property, the Davidson Real Property and any real estate that is used pursuant to public utility easements. All of the Owned Real Property and the Davidson Real Property (i) is in good operating condition in all material respects and suitable and adequate for the continued use immediately after Closing in the manner in which they are presently being used, and (ii) complies in all material respects with all applicable building or zoning codes, covenants, and the regulations of any Governmental Authority, private development or planned community having jurisdiction.

(e) (i) Each material Easement/Right-of-Way Agreement is valid, legally binding, enforceable and in full force and effect; (ii) no Seller Party is in material breach, or default under, any Easement/Right-of-Way Agreements and no Third Party under any Easement/Right-of-Way Agreement is in material breach or default; and (iii) no event has occurred which, with notice or lapse of time, would constitute a material breach or default by any Seller Party or permit termination, modification or acceleration by any Third Party under any Easement/Right-of-Way Agreements.

(f) All material items of each Seller Party's tangible personal property which are necessary for use in the operation of the Business have been maintained by Seller Parties in accordance with customary practices in the industry and are in useable condition and repair (ordinary wear and tear excepted and excluding obsolete items of tangible personal property).

4.9. Environmental Matters.

(a) Except as set forth on Schedule 4.9(a), Seller Parties are conducting and at all times have conducted the Business, and have occupied, used and operated the Real Property and Davidson Real Property in material compliance with all Environmental Laws and so as not to give rise to material liability under any Environmental Laws.

(b) Seller Parties hold all Environmental Permits that are necessary for the operation and ownership of the Assets and the Davidson Real Property and the conduct of the Business as currently conducted, the operations of the Business and the Assets are, and at all times have been, in compliance in all material respects with such Environmental Permits, all such Environmental Permits are in full force and effect, and there are no proceedings pending or, to Seller's knowledge, threatened that seek the revocation, cancellation, suspension or adverse modification of any Environmental Permit.

(c) There is no pending or, to Seller's knowledge, threatened Environmental Claim. There are no facts, conditions, circumstances or activities regarding any Asset or the Davidson Real Property or the operation of the Business, and Seller Parties have not engaged in any activities with respect to the Real Property or the Davidson Real Property, that would reasonably be expected (a) to form the basis of a material Environmental Claim or (b) cause any Asset to be subject to any material restrictions on its ownership, occupancy, operation or use under any Environmental Laws, in each case, except as would not reasonably be expected to give rise to any material liability under any Environmental Laws.

(d) No written notice of violation, demand, request for information, citation, summons or order has been received by Seller Parties involving the Business or the Assets or the Davidson Real Property and relating to or arising out of any Environmental Laws, other than matters that have been fully resolved or that are not material.

(e) There has been no Release of, or exposure to, any Hazardous Materials at any Real Property or the Davidson Real Property, or at any off-site location to which Hazardous Materials generated by the Business were sent for treatment, recycling, storage or disposal, that, in either case, would reasonably be expected to give rise to any material liability under any Environmental Laws.

(f) Seller Parties have made available to Purchaser complete and accurate copies of all environmental site assessments, compliance audits, notices of violation, orders, and other material environmental reports related to the Business, the Assets, the Real Property or the Davidson Real Property that are in the possession, custody or control of Seller or the Operating Parties.

4.10. Compliance with Legal Requirements.

(a) Except as set forth on Schedule 4.10, since January 1, 2016, each Seller Party's operation and conduct of the Business and the System and ownership of the Assets has not violated or infringed in any material respect, and each Seller Party's operation and conduct of the Business and the System do not, violate or infringe in any material respect, any Legal Requirement. Except as set forth on Schedule 4.10, no Seller Party or any officer, employee, agent or representative of any Seller Party has received any notice of, or been threatened with any investigation or inquiry regarding, any material violation by any Seller Party of any Legal Requirement applicable to the operation and conduct of the System or the Business or ownership of the Assets.

(b) Each Seller Party is, and since January 1, 2016 has been, permitted under all applicable Permits, Franchises, Communication Licenses, and FCC rules, regulations and orders to distribute the transmissions of video programming or other information that each Seller Party makes, and has made, available to subscribers of the System and to utilize all carrier frequencies generated by the operations of the System, and is, and has been, licensed to operate all the facilities required by Legal Requirements to be licensed. Except as provided in Schedule 4.10, each Seller Party's operation of the System, and of any FCC-licensed or registered facility used in conjunction with each Seller Party's operation of the System, is in, and since January 1, 2016 has been in, compliance in all material respects with the FCC's rules and regulations and the provisions of the Cable Act.

(c) Each Seller Party has timely filed with the FCC Aeronautical Frequency Notifications for all frequencies used by the System. Each Seller Party's use of such aeronautical frequencies complies in all material respects with FCC regulations.

(d) Except as described on Schedule 4.10, each Seller Party has conducted all System and all Cumulative Leakage Index ("CLI") related tests applicable to the System. Except as described on Schedule 4.10, each Seller Party has (i) maintained appropriate records which reflect in all respects all results required to be shown; (ii) to the extent required by the rules and regulations of the FCC, corrected, or is in the process of correcting, any radiation leakage of the System required to be corrected in connection with each Seller Party's monitoring obligations under the rules and regulations of the FCC; and (iii) otherwise complied in all material respects with all applicable CLI rules and regulations in connection with the operation of the System.

(e) Each Seller Party has deposited with the U.S. Copyright Office statements of account that include all of the System for the preceding three-year period and has paid the amounts stated on the statements of account.

(f) Except as set forth on Schedule 4.10, each full power commercial broadcast television signal (excluding superstations, as defined by the FCC) carried by the System is carried under either an express or default must-carry election by the broadcaster or a valid and written retransmission consent agreement between Seller and the broadcaster. Schedule 4.10 sets forth all broadcast signals carried on the System, which such stations are retransmitted, and, for each station, whether the station is carried under must carry or retransmission consent. Each retransmission consent agreement is in full force and effect, and no Seller Party is in material default under any such retransmission consent agreement. With respect to the System, Seller has complied in all material respects with the must-carry and retransmission consent provisions of the Cable Act and

FCC regulations. Except as disclosed on Schedule 4.10, no unfulfilled must-carry elections, demands or complaints are pending against the System.

(g) The System is being operated in material compliance with the Legal Requirements of the Federal Aviation Administration. Schedule 4.10 lists all of the existing towers of the System.

(h) All of the Communities to which Seller provides service through the System have been accurately registered with the FCC.

(i) Except as disclosed Schedule 4.10:

(i) Seller has performed all semi-annual and annual performance tests on the System required under 47 C.F.R. 76.601 since January 1, 2018.

(ii) The System meets the technical standards under FCC regulations in all respects, including the leakage limits contained in 47 C.F.R. 76.605(a)(12).

(iii) With respect to the System, each Seller Party has timely paid all FCC regulatory fees due and payable.

4.11. Patents, Trademarks and Copyrights.

(a) Schedule 4.11(a) contains a true and complete list and description (showing in the case of registered Intellectual Property the registered owner, expiration date and registration or application number, if any) of all Copyrights, Patent Rights and Trademarks (including all assumed and trading names under which any Seller Party is conducting the Business or has within the previous five years conducted the Business) owned by any Seller Party and used in conducting the Business (the “**Seller Owned IP**”). Seller has delivered to Purchaser complete and accurate copies of all material documents related to each such item of Seller Owned IP.

(b) Schedule 4.11(b) contains a true and complete list of all Software owned by any Seller Party and used in, and material to, conducting the Business (“**Owned Software**”).

(c) Schedule 4.11(c) sets forth a true and complete list of all of the following Contracts as of the date hereof (together, the “**IP Contracts**”):

(i) any Contract pursuant to which any Intellectual Property or Software is or has been licensed, sold, assigned or otherwise conveyed or provided to Seller (“**Licensed IP**”), whether the licenses or rights granted to Seller in each such Contract are exclusive or non-exclusive (excluding any shrink wrap licenses and other similar licenses provided to Seller);

(ii) any Contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable and including a right to receive a license) or interest in, any Seller Owned IP. No Seller Party is bound by, and no Seller Owned IP is subject to, any Contract containing any

covenant or other provision that in any way limits or restricts the ability of any Seller Party to use, exploit, transfer, assert or enforce any Seller Owned IP anywhere in the world; and

(iii) any Contract relating to the hosting, operation or maintenance of the Seller IT Systems.

Seller has made available to Purchaser complete and correct copies of all IP Contracts.

(d) (i) No Seller Party is in breach of, or default under, (A) any IP Contract or (B) any shrink wrap licenses and other similar licenses provided to Seller; (ii) no event has occurred which, with notice or lapse of time, would constitute a breach or default by any Seller Party or permit termination, modification or acceleration by any Third Party under any IP Contract; and (iii) no Third Party, to Seller's knowledge, has the right to terminate or repudiate any IP Contract. No Seller Party is in violation of any Legal Requirement, which, individually or in combination with any others, would have an adverse effect on the ability of any Seller Party to use any of the rights associated with any material IP Contract.

(e) Each Seller Party: (i) owns the entire right, title and interest in and to the Seller Owned IP and Owned Software free and clear of any Lien other than Permitted Liens; and (ii) has a valid and subsisting right to use all other Intellectual Property and Software used in the Business in a manner that will allow the lawful, continued and undisrupted use thereof in and by the Business immediately following the Closing Date. Seller Parties are listed in the records of the appropriate United States, state or non-U.S. registry as the sole current owner of record for each application or registration required to be identified in Schedule 4.11(a) as being owned by Seller Parties. No Seller Party (and any predecessor in interest, as applicable) has incorporated any feedback from subscribers into the Seller Owned IP or Owned Software.

(f) No royalties, fees, commissions or other amounts are payable by any Seller Party to any other Person upon or for the use of any Seller Owned IP or Owned Software.

(g) Neither the Seller Owned IP nor the Owned Software infringes, misappropriates, violates or dilutes any Intellectual Property of any other Person.

(h) Seller Parties have not registered or applied for registration for any Intellectual Property used in the Business.

(i) The Owned Software does not contain any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consent.

(j) The Owned Software operates in accordance with and conforms in all material respects to any applicable specifications, manuals, guides, descriptions and other similar documentation, in written or electronic form.

(k) (i) No infringement, misappropriation, violation or dilution of any Intellectual Property, or any rights of publicity or privacy relating to the use of names, likenesses, voices, signatures or biographical information, of any other Person has occurred or results in any way from the Software, Intellectual Property, operations, processes, products, services or tools of Seller Parties used in the Business; (ii) to Seller's knowledge, no claim of any infringement, misappropriation, violation or dilution of any Intellectual Property or any such rights of any other Person has been made or asserted in respect of the operations of the Business; (iii) to Seller's knowledge, no claim of invalidity of any Seller Owned IP or Owned Software has been made by any other Person; (iv) no proceedings are pending or, to Seller's knowledge, threatened, that challenge the validity, ownership or use of any Owned Software or Seller Owned IP; and (v) none of Seller Parties has had notice of, nor to Seller's knowledge is there any basis for, a claim against any of Seller Parties that the Seller Owned IP, Owned Software, operations, process, products, services or tools used by any Seller Party in the Business infringe, misappropriate, violate or dilute any Intellectual Property or any such rights of any other Person.

(l) Except as set forth on Schedule 4.11(l), with respect to the Business, each employee, officer, director, agent, consultant and contractor who has contributed to or participated in the creation or development of any Intellectual Property or Software on behalf of any Seller Party or any predecessor in interest thereto either: (i) created such materials in the scope of his or her employment; (ii) is a party to a written agreement under which any Seller Party (or predecessor, as applicable) is deemed to be the original owner/author of all right, title and interest therein (being, in the U.S., a so-called "work-for-hire" agreement); or (iii) has executed a present assignment in favor, as applicable, of any Seller Party (or such predecessor in interest, as applicable) of all right, title and interest in such material. No former or current employees, officers, directors, agents, consultants or contractors have any claim against any Seller Party (or any predecessor, as applicable) in connection with such Person's involvement in the conception and development of any Intellectual Property or Software and no such claim has been asserted or, to Seller's knowledge, threatened.

(m) (i) Each Seller Party (or predecessor in interest, as applicable), has taken reasonable steps to prevent the unauthorized disclosure or use of the Trade Secrets that relate to the Business; (ii) each Seller Party (or predecessor in interest, as applicable) has entered into enforceable agreements with employees, officers, directors, agents, consultants and contractors sufficient to maintain the confidentiality of Trade Secrets and proprietary information that relate to the Business; (iii) there is no breach or violation by any Seller Party (or predecessor in interest, as applicable) under, and, to Seller's knowledge no breach or violation by any other party to, any such agreement; and (iv) there has been no unauthorized disclosure or use by employees, consultants, officers, directors, or agents of, and, to Seller's knowledge, there has otherwise been no unauthorized disclosure or use of, Trade Secrets that relate to the Business.

(n) No funding, facilities or personnel of any Governmental Authority (other than Seller Parties) or any university or educational institution were used, directly or indirectly, to develop or create, in whole or in part, any Intellectual Property owned by or licensed exclusively to any Seller Party.

(o) None of Seller Parties will, after giving effect to the transaction contemplated hereby, own or retain any rights to use any of the Owned Software or Intellectual Property owned by or licensed exclusively to any Seller Party.

4.12. Financial Statements; Absence of Certain Changes or Events.

(a) Seller has delivered true and complete copies of an (i) audited statement of net position for Seller as of June 30, 2016, 2017 and 2018, (ii) audited statement of revenues, expenses and changes in net position of Seller for the fiscal years ended June 30, 2016, 2017 and 2018, (iii) audited statement of cash flows of Seller for the fiscal years ended June 30, 2016, 2017 and 2018 (each such audited statement, collectively, the “**Audited Financial Statements**”), and (iv) (A) an unaudited profit and loss statement of Seller for the nine months ended March 31, 2019, (B) an unaudited balance sheet for Seller as of March 31, 2019 and (C) an unaudited statement of cash flows of Seller for the nine months ended March 31, 2019 (such unaudited profit and loss statement, balance sheet and cash flow statement, each of which as set forth on Schedule 4.12(a), collectively, the “**Interim Financial Statements**” and, together with the Audited Financial Statements, collectively, the “**Financial Statements**”). The Financial Statements were prepared in accordance in all material respects with the Books and Records of Seller and present fairly in all material respects the consolidated financial condition, results of operations and cash flow of Seller at the dates and for the periods indicated thereby (except that the unaudited profit and loss statement, balance sheet and cash flow statement referred to above are subject to normal and recurring year-end adjustments). The Audited Financial Statements were prepared in accordance with the Accounting Principles applied on a consistent basis throughout the periods indicated thereby and the Interim Financial Statements were prepared in accordance with GAAP in all material respects, subject to the deviations and exceptions thereto described on Schedule 4.12(a), applied on a consistent basis throughout the periods indicated thereby.

(b) Schedule 4.12(b) sets forth a complete and correct list of each item of Indebtedness as of the date of this Agreement, identifying the counterparty to which such Indebtedness is owed, the title of the instrument under which such Indebtedness is owed and the amount of such Indebtedness as of the dates indicated on such schedule. Except as set forth on Schedule 4.12(b), no Indebtedness contains any restriction upon the prepayment of any of such Indebtedness. With respect to each item of Indebtedness, no Seller Party is in default and no payments are past due. No Seller Party has received any notice of a default, alleged failure to perform or any offset or counterclaim (in each case, that has not been waived or remains pending as of the date of this Agreement) with respect to any item of Indebtedness. Seller has not guaranteed, nor is it responsible for, nor does it have any liability for, any Indebtedness of any other Person (excluding Indebtedness of any Operating Party relating to the System, which such guarantees shall be released at Closing).

(c) Except as (i) disclosed, reflected or reserved against on the face of the unaudited balance sheet as of March 31, 2019 included in the Financial Statements, (ii) incurred in the ordinary course of the Business after March 31, 2019 or (iii) disclosed on Schedule 4.12(c), Seller does not have any other material liabilities, claims, Indebtedness, commitments, or other obligations, whether accrued or unaccrued, matured or unmatured, contingent, deferred, absolute, determined, determinable or otherwise.

(d) Except as set forth on Schedule 4.12(d) since January 1, 2019, Seller Parties have operated in the ordinary course of business, the Books and Records have been maintained in the ordinary course of business. Except as set forth on Schedule 4.12(d), since January 1, 2019, (i) there has not been any fact, circumstance, event or action the existence, occurrence or taking of which has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (ii) no material damage or casualty to, or destruction or loss, of any of the material Assets has occurred. Except as set forth on Schedule 4.12(d)(ii), since January 1, 2019, the Seller Parties have complied with the matters set forth in Section 5.3(a) (as if in effect) and have not taken any of the actions set forth in Section 5.3(b), excluding such actions set forth in Section 5.3(b)(x).

4.13. Litigation. Except as set forth on Schedule 4.13:

(a) There is no, and since January 1, 2016, there has been no, Litigation or investigation pending or threatened, by or before any Governmental Authority against any Seller Party or its respective Affiliates or any of their respective members, officers, directors, managers or other employees, with respect to the Assets, the Assumed Liabilities or any portion of the Business or the System. No event has occurred or circumstances exist that are reasonably expected to give rise to any such Litigation. Since January 1, 2016, no Governmental Authority has challenged the legal right of any Seller Party or its Affiliates to conduct its operations as presently or previously conducted.

(b) No Litigation is pending or, to Seller's knowledge, threatened, which (i) questions the legality of the transactions contemplated by this Agreement, (ii) seeks monetary damages in connection with the transactions contemplated by this Agreement, or (iii) seeks to delay or prevent the consummation of, or which would reasonably be expected to affect, the ability of any Seller Party to consummate the transactions contemplated by this Agreement.

(c) There is not in existence any, and since January 1, 2016, there has not been any, Judgment with respect to any Seller Party or any of their respective members, officers, directors, managers or other employees, in each case in respect of the Business, or to which Seller, any portion of the System, the Assets, the Assumed Liabilities, or the Business are subject or by which any of them are bound or affected.

4.14. Tax Matters.

(a) All Taxes due and owing with respect to the Business and the Assets (whether or not shown on any Tax Return) have been paid.

(b) (i) Seller Parties have timely filed all Tax Returns required to be filed by it in all applicable jurisdictions relating to the Assets and the Business, (ii) such Tax Returns are complete and accurate in all material respects and disclose all Taxes required to be paid in respect of the Business and the Assets, and (iii) no extension of time within which to file any such Tax Return is in effect.

(c) Except as disclosed on Schedule 4.14(c), there are no Liens for Taxes (other than Liens for Taxes not yet due and payable) on any of the Assets.

(d) No deficiencies for Taxes have been claimed, proposed or assessed with respect to the Business or the Assets, and there are no audits, investigations or other administrative or judicial proceedings involving Taxes (a “**Tax Proceeding**”) pending or currently being conducted, or to Seller’s knowledge, threatened with respect to the Business or the Assets.

(e) No waiver of any statute of limitations relating to Taxes with respect to the Business or its Assets is in effect, and no written request for such a waiver is outstanding.

(f) No claim has ever been made by a taxing authority in a jurisdiction where any Seller Party does not pay Taxes or file Tax Returns asserting that any Seller Party is or may be subject to Taxes assessed by such jurisdiction.

(g) With respect to the Assets and the Business, no Tax rulings (or similar guidance) or closing agreements related to Taxes have been obtained or requested from any taxing authority.

(h) All Taxes with respect to the Assets and the Business which are required by Legal Requirements to be withheld or collected for payment have been duly withheld and collected and have been paid to the appropriate Governmental Authority.

(i) All aspects of the Business have been conducted in all material respects in accordance with the terms and conditions of all Tax abatements. With respect to any Tax exemptions and Tax concessions that were provided by any relevant taxing authority with respect to the Business or the Assets, no default of such terms and conditions has been alleged by any taxing authority, and no default, recapture, or other payments are owing pursuant to such terms and conditions.

(j) None of the Assets is (i) an asset or property that Purchaser or any of its Affiliates will be required to treat as being owned by any other Person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, and in effect immediately before the enactment of the Tax Reform Act of 1986; (ii) tax-exempt use property within the meaning of Section 168(h) of the Code; (iii) tax-exempt bond financed property within the meaning of Section 168(g) of the Code; (iv) securing any indebtedness the interest of which is tax-exempt under Section 103(a) of the Code; (v) subject to a Section 467 rental agreement as defined in Section 467 of the Code; or (vi) properly treated as owned by a Person other than a Seller Party for income Tax purposes.

(k) No transaction contemplated by this Agreement is subject to withholding under Section 1445 of the Code (relating to FIRPTA) and no Transfer Taxes will be imposed on the transfer of the Assets or the assumption of the Assumed Liabilities pursuant to this Agreement.

4.15. Accounts Receivable; Accounts Payable.

(a) Except as set forth on Schedule 4.15(a), the accounts receivable reflected on the Interim Financial Statements and the accounts receivable arising after the date thereof (i) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (ii) constitute only valid, undisputed claims of Seller not subject to claims of setoff or other defenses

or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. The reserve for bad debts shown on the Interim Financial Statements or, with respect to accounts receivable arising after the date of the Interim Financial Statements, on Books and Records have been determined in accordance with the Accounting Principles and consistent with past practices. Schedule 4.15(a) sets forth a description of any security arrangements and collateral securing the repayment or other satisfaction of any accounts receivable.

(b) All accounts payable shown on the Financial Statements represent, and the accounts payable of Seller outstanding as of the Closing Date represent, purchases actually made or services actually received in the ordinary course of business in bona fide transactions.

4.16. Inventory. The Inventory consists of raw materials and supplies, manufactured and processed parts, spares, work in process and finished goods, all of which is good and usable for the Business. The Inventory is owned by Seller free and clear of all Liens other than Permitted Liens, and none of the Inventory is held on consignment.

4.17. Finders and Brokers. Except as described on Schedule 4.17 (fees, expenses and other obligations with respect to which will be paid by Seller Parties), no Seller Party has employed any financial advisor, broker or finder or incurred any liability for any financial advisory, brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement for which Purchaser or Seller could be liable.

4.18. Information Technology and Security.

(a) All operating and computer systems and all Equipment used in or necessary to the conduct of the Business (collectively, the "**Seller IT Systems**") have been properly maintained, in all material respects and in a commercially reasonable manner. All Seller IT Systems are in good working condition to effectively perform all information technology operations necessary to conduct the Business, as presently conducted, in all material respects. No Seller Party has experienced since January 1, 2018, any material disruption to, or material interruption in, the conduct of Business attributable to a defect, bug, breakdown or other failure or deficiency of the Seller IT Systems.

(b) The Seller Parties own, license or otherwise have the right to use all the data included in Intellectual Property of the Seller Parties that is material to the Business and contained in any database used or maintained by the Seller Parties to operate the Business as it is currently conducted (collectively, the "**Seller Data**"). All Seller Data owned by the Seller Parties is owned free and clear of all Liens, other than Permitted Liens. Seller Data does not include any data provided by or on behalf of subscribers whose relationship with Seller (or any predecessor in interest, as applicable) has been terminated.

(c) Except as set forth in Schedule 4.18(c), all Seller Data is located in the United States. Seller Parties do not store and have never stored any debit or credit card numbers of subscribers (current or terminated) on Seller IT Systems.

(d) The Seller IT System (i) includes administrative, technical and physical safeguards for the security, confidentiality, and integrity of transactions and confidential or proprietary Seller Data, and (ii) is designed to protect against unauthorized access to Seller IT

Systems, Seller Data, and the systems of any third-party service providers that have access to (A) Seller Data or (B) Seller IT Systems. The Seller Parties have complied with all applicable Legal Requirements pertaining to the collection, storage, handling, processing and management of the Seller Data. The Seller Parties have never suffered a security breach with respect to Seller Data and have not been notified or been required to notify any Person or Governmental Authority of any data breach under applicable Legal Requirements. The execution, delivery and performance of this Agreement will not result in any violation of any applicable Legal Requirement.

4.19. Employees; Employee Benefit Plans

(a) Schedule 4.19(a) sets forth a list of all employees of Seller involved in the operation of the Business (the “**Company Employees**”) by work location as of a recent date, showing the original hire date, the then current positions and rates of compensation, rate type (hourly or salaried), scheduled hours per week, target cash bonus opportunity (if any), any other incentive compensation opportunity and whether the employee is subject to an employment agreement or similar arrangement, a collective bargaining agreement or represented by a labor organization. Seller has made available to Purchaser a schedule of the Company Employees that are on leave (and if so, the type of leave, when the leave commenced and when the leave is anticipated to end). None of the employees of Seller’s Affiliates are involved in the operation of the Business (other than such employees handling benefits administration on behalf of Seller), and all of the Company Employees devote substantially all of their business time to the operation of the Business. Schedule 4.19(a) separately sets forth a list, as of a recent date, of each consultant who is a natural Person with respect to the Business, his or her work location and rates of compensation.

(b) All Employee Plans providing benefits to Company Employees or their spouses, dependents or other beneficiaries are listed on Schedule 4.19(b). Seller has made available to Purchaser, with respect to each such Employee Plan, correct and complete copies, where applicable, of (i) all plan documents and amendments (or a written summary with respect to any unwritten Employee Plan) and (ii) the most recent summary plan description, and summaries of material modifications to such plans. There is no new Employee Plan or any amendment to an existing Employee Plan that (i) will affect the benefits of Company Employees (or their spouses, dependents or other beneficiaries) and (ii) is to become effective after the date of this Agreement and prior to Closing.

(c) Each Employee Plan has been operated and administered in all material respects in accordance with the terms of such Employee Plan and applicable Legal Requirements, including state law, ERISA and the Code. No Litigation or claim, governmental administrative proceeding, investigation, audit or other proceeding (other than those relating to routine claims for benefits) is pending or, to Seller’s knowledge, threatened with respect to any Employee Plan as related to any Company Employee. No event has occurred and no condition exists, in connection with any Employee Plan, that would reasonably be expected to subject Purchaser or its Affiliates to any Taxes, Losses, fines, encumbrances, penalties or other similar liability. All contributions, premiums and benefit payments under or in connection with the Employee Plans that are required to have been made as of the date hereof have been timely made.

(d) The requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code, and any similar state or local requirements (collectively, “**COBRA**”),

including COBRA's notice and disclosure obligations to eligible employees and other persons, have been or prior to Closing will be timely met in all material respects with respect to each Employee Plan that is an "employee welfare benefit plan" (within the meaning set forth in Section 3(1) of ERISA determined without regard to whether such plan is subject to ERISA) to the extent COBRA is applicable to such plan.

(e) Except as set forth on Schedule 4.19(e), neither Seller nor any ERISA Affiliate is or ever has been, a participating employer in, or is or ever has been obligated to contribute to, or has incurred any liability to, a Multiemployer Plan or a Multiple Employer Plan, or an "employee pension benefit plan" (within the meaning set forth in Section 3(2) of ERISA determined without regard to whether such plan is subject to ERISA) that is subject to funding requirements, established pursuant to contract, the Code or ERISA, including funding requirements related to cessation of participation in the plan, including but not limited to withdrawal liability, all as determined without regard to whether such plan is subject an exemption from ERISA as a governmental plan.

(f) Each Employee Plan in which a Company Employee participates that is intended to be qualified under Section 401 of the Code has received a currently effective favorable determination letter from the Internal Revenue Service to the effect that such plan is qualified and any trust thereunder is exempt from Federal income taxes under Section 501 of the Code and, to Seller's knowledge, no fact or event has occurred that would reasonably be expected to cause the loss of such qualified status. Seller has made available to Purchaser a copy of the most recent Internal Revenue Service determination letter for each such plan.

(g) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, shall (either alone or in conjunction with any other event) result in or cause the accelerated vesting, payment, funding or delivery of, or increase the amount or value of, any payment or benefit to any Company Employee. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, or the withdrawal or termination of Seller's participation in any Employee Plan, shall (either alone or in conjunction with any other event) (i) result in or cause Seller to be obligated to make a contribution with respect to any Employee Plan or (ii) oblige Purchaser to maintain or contribute to, or otherwise have any obligation with respect to, any Employee Plan, or result in or cause Purchaser to have any withdrawal, successor or other liability related to any Employee Plan.

4.20. Labor Relations; Employees.

(a) With respect to the Company Employees, Seller has complied in all material respects at all times with all applicable Legal Requirements relating to employment and employment practices, including, but not limited to, those relating to the calculation and payment of wages (including overtime pay, maximum hours of work and child labor restrictions), equal employment opportunity (including Legal Requirements prohibiting discrimination and/or harassment or requiring accommodation on the basis of race, color, national origin, religion, gender, disability, age, sexual orientation or otherwise), affirmative action and other hiring practices, proper classification of employees and independent contractors, occupational safety and health, workers' compensation, unemployment compensation, the payment of social security and other Taxes, and unfair labor practices under applicable federal, state or local Legal Requirements. There are no

workers' compensation claims involving Company Employees pending or, to Seller's knowledge, any facts that would reasonably give rise to such a claim. No Company Employee is subject to any noncompetition agreement or any other agreement or restriction of any kind that would impede in any way the ability of such employee to carry out fully all activities of such employee in furtherance of the Business.

(b) The employment of any terminated former Company Employee has been terminated in material compliance with any applicable Contract terms and applicable Legal Requirements, and neither Seller nor any Operating Party has any liability under any such Contract or applicable Legal Requirement toward any such terminated employee.

(c) Neither Seller nor any Operating Party has made any loans (except advances for business travel, lodging or other reimbursable expenses arising in the ordinary course of business) to any Company Employee.

(d) Within the last five years with respect to any Company Employee, Seller has not experienced and, to Seller's knowledge, there has not been threatened, any strike, work stoppage, slowdown, lockout, picketing, leafleting, boycott, other labor dispute, union organization attempt, demand for recognition from a labor organization or petition for representation under applicable federal, state or local Legal Requirements. No grievance, demand for arbitration or arbitration proceeding relating to Company Employees is pending or, to Seller's knowledge, threatened. No Litigation is pending or, to Seller's knowledge, threatened respecting or involving any applicant for employment, any current Company Employee, or any former Company Employee.

(e) No Company Employee is covered by any collective bargaining agreement, and no collective bargaining agreement is being negotiated by Seller or any Operating Party with respect to any Company Employees.

(f) For each Company Employee that is a foreign national or alien, and for each other Company Employee hired after November 6, 1986, Seller Parties have retained an Immigration and Naturalization Service Form I-9, completed in accordance with applicable Legal Requirements.

(g) Company Employees have been paid in full all wages, salaries, bonuses and commissions due and payable to them and Seller has fully reserved in its books of account (including the latest financial statements) all amounts for wages, salaries, bonuses and commissions due but not yet payable to such employees.

(h) There has been no work reduction program undertaken by or on behalf of Seller Parties with respect to Company Employees in the past two years, and no such program has been adopted or publicly announced by any Seller Party. Each Seller Party is in compliance with all applicable federal, state and local Legal Requirements relating to plant closings and mass layoffs with respect to the Company Employees and have no liabilities pursuant thereto.

4.21. Transactions with Affiliates. Schedule 4.21 sets forth all of the following Contracts or other arrangements or transactions or other relationships: (A) between or among Seller, on the one hand, and any of its directors, officers or employees on the other hand or (B)

between or among Seller, on the one hand, and any Operating Party or any managers, public officials, officers or employees of any Operating Party, on the other hand. Except as set forth on Schedule 4.21, none of the persons referred to in the preceding sentence have any claim or right against Seller, the Business, the System or the Assets, or against an Operating Party with respect to the Business, System or the Assets.

Section 5. ADDITIONAL COVENANTS

5.1. Cooperation; Efforts. Purchaser and Seller Parties agree to reasonably cooperate with each other in connection with any actions reasonably required to be taken as part of their respective obligations under this Agreement and otherwise use their commercially reasonable efforts to consummate the transactions contemplated by this Agreement as soon as practicable.

5.2. Access to Premises and Records.

(a) Between the date of this Agreement and the Closing Date, upon reasonable notice from Purchaser, Seller and Operating Parties will (i) give to Purchaser and its directors, commissioners, officers, employees, investment bankers, attorneys, accountants, consultants, or other agents or advisors (with respect to any Person, the foregoing Persons are referred to herein as such Person's "**Representatives**"), reasonable access, including the right to reasonably inspect and investigate, during normal business hours to the premises of the System, the Books and Records of Seller, the Assets, management and data related to the System or the Business; (ii) furnish Purchaser and its Representatives with such financial, operating and other data and information related to the Business as Purchaser or any of its Representatives may reasonably request; and (iii) instruct the Representatives of Seller to cooperate with Purchaser in its investigation of the Business. Notwithstanding anything herein to the contrary but other than such actions Purchaser may take pursuant to Section 5.7, following the date of this Agreement, Purchaser shall not contact or have discussions or meetings with any subscribers, suppliers or other commercial relationships of Seller other than upon the consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed). Upon receipt of any such request, Seller shall use its commercially reasonable efforts to facilitate, and if requested by Purchaser, participate in any such discussions or meetings. No investigation by Purchaser or its Representatives or other information received by Purchaser or its Representatives shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

(b) For a period of seven (7) years after the Closing Date or, if greater, the applicable period specified in the applicable Seller Party's document retention policy, each Seller Party shall, and shall cause its Affiliates to, (i) retain the books and records relating to the Business relating to periods prior to and including the Closing Date, to the extent not included in the Assets and (ii) upon reasonable notice, afford Purchaser or its Representatives reasonable access (including the right to make, at Purchaser's sole expense, photocopies), during normal business hours, to such books and records for any reasonable purpose in connection with matters relating to or affected by the operations of the Business on or prior to the Closing Date.

5.3. Continuity and Maintenance of Operations; Certain Deliveries and Notices.

(a) Affirmative Covenants. Between the date of this Agreement and the Closing, Seller will, and the Operating Parties with respect to the Business and the System will, other than with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) conduct and operate the Business and the System only in the ordinary course of business, and use commercially reasonable efforts to (A) keep available the services of employees and agents providing services in connection with the Business as necessary to conduct and operate the Business in the ordinary course of business; (B) preserve all of Seller's certificates, Permits, Communications Licenses, Franchises, and other authorizations and other rights issued by any Governmental Authority; and (C) maintain all goodwill and relationships of employees, subscribers, lenders, suppliers, Governmental Authorities and others having relationships with the Business;

(ii) continue to (A) collect accounts receivable in a manner consistent with past practice and in the ordinary course of business, without discounting such accounts receivable other than to the extent in the ordinary course of business and consistent with past practices, (B) maintain the payment of accounts payable and pay such accounts payable or other liabilities of Seller in advance of their due date or the due date when the same would have been paid in the ordinary course of business, and (C) perform in all material respects all of its obligations under the Contracts;

(iii) continue to implement procedures for disconnecting and discontinuance of service to subscribers whose accounts are delinquent in accordance with past practices;

(iv) continue marketing and advertising activities with respect to Seller at least at the same level as was conducted prior to the date of this Agreement, unless such changes are made in the ordinary course of business and consistent with past practices; provided, however, Seller Parties shall, effective as of the date of this Agreement, not offer or provide any new courtesy or test account or (except in the case of new hires) new employee accounts, and shall cease, discontinue and not offer to renew any of the promotional practices set forth on Schedule 4.7(b)(i)(A) (except those also set forth on Schedule 4.7(b)(i)(B)) and shall not offer any promotional activities or such accounts akin or similar in nature to such practices or accounts or other material promotional activities at any time prior to the Closing;

(v) maintain (A) the Assets in operating condition and repair for the purposes for which they are used, ordinary wear and tear excepted, consistent with past practices, (B) equipment and inventory at levels consistent with past practices, and (C) its Books and Records and accounts in the usual, regular and ordinary manner on a basis consistent with past practices;

(vi) maintain and provide to Purchaser upon written request in a format accessible and useable by Purchaser, plant records of quality and completeness prepared by Seller in the ordinary course of business and consistent with past practices of Seller;

(vii) deliver to Purchaser copies of (A) the monthly and quarterly financial reports as of and for the period ending June 30, 2019, promptly after completion, but in any event by August 31, 2019, (B) the monthly financial reports as of and for the period ending July 31, 2019, promptly after completion, but in any event by September 15, 2019, (C) the monthly and quarterly (as applicable) financial reports as of and for the period ending August 31, 2019 and for each month-end thereafter until Closing, promptly after completion, but in no event later than thirty (30) days after the end of each such calendar month, (D) (x) construction project reports and (y) monthly subscriber reports promptly after completion, but in no event later than thirty (30) days after the end of each calendar month between the date of this Agreement and the Closing; in each case with respect to (A) – (D) above, as customarily prepared with respect to the Business in accordance with past practice;

(viii) comply with in all material respects with applicable Legal Requirements (including any rules and regulations promulgated by any Governmental Authorities), Permits, Franchises and Communications Licenses and perform its obligations under all Contracts without material breach or default; and

(ix) subject to the consent rights for the actions set forth in Section 5.3(b)(x), make all necessary or reasonably appropriate expenditures or commitments for capital expenditures (other than any capitalized internal labor) that would reasonably be expected to contribute to the growth of the Business, in an average monthly amount of at least One Hundred Fifty Thousand Dollars (\$150,000), with such monthly average being calculated for the time period between the date hereof and the Closing Date; *provided, however*, the foregoing shall not be deemed to be a cap, but rather a floor, and Seller shall continue to make all necessary or reasonably appropriate capital expenditures or commitments for capital expenditures in the ordinary course of business that would otherwise be made.

(b) Negative Covenants. Except as necessary to comply with applicable Legal Requirements or as expressly required or permitted by this Agreement, from the date of this Agreement until the Closing, Seller shall not, and the Operating Parties with respect to the Business and the System shall not, without the prior written consent of Purchaser, undertake any of the following actions:

(i) except for renewals of Permits, Franchises and Communications Licenses pursuant to the terms thereof or as set forth on Schedule 5.3(b)(i), amend, extend, modify, terminate, renew or suspend any lease of real property, Permit, Franchise, Communications License or Company Contract or enter into any lease of real property, Permit, Franchise or Communications License or enter into any Contract that if entered into prior to the date hereof would constitute a Company Contract; *provided, however*, Purchaser's prior written consent shall not be unreasonably withheld, conditioned or delayed in respect of the foregoing changes;

(ii) except as set forth on Schedule 5.3(b)(ii), sell, transfer, lease, enter into agreements for (or to dispose of) any Assets or the Davidson Real Property, except in the case of Assets, disposing of such Assets (other than Equipment or interests in the Real Property) in the ordinary course of business and consistent with past practices that, individually and in the aggregate, are not material to the Business;

(iii) enter into any business or arrangement or otherwise take any action with respect to the Business that would reasonably be expected to have an adverse impact on the ability of Seller or Purchaser to obtain any consents of Governmental Authorities necessary in connection with this Agreement;

(iv) take any action which would reasonably be expected to result in the revocation, suspension, cancellation, surrender or any adverse modification of, forfeit, or fail to timely renew, any of the Permits, Franchises, Communications Licenses, Company Contracts or Real Property;

(v) adversely modify, cancel, surrender, terminate, or suspend, or knowingly suffer to exist any modification, cancellation, surrender, termination or suspension of any Permit, Franchise or Communications License;

(vi) except as set forth on Schedule 5.3(b)(vi), (A) increase or change the compensation or benefits (including without limitation increases or changes in salary, wage, incentive compensation, severance or other benefits) of a Company Employee; (B) adopt, terminate, modify or amend any Employee Plan or any plan, program, policy, agreement or arrangement that if entered into prior to the date hereof would constitute an Employee Plan; (C) enter into any collective bargaining agreement, union contract or similar labor arrangement with respect to Company Employees; (D) hire any individual that if hired prior to the date hereof would have been a Company Employee; (E) terminate the employment of a Company Employee with an annual base salary that exceeds \$50,000; or (F) loan or advance any funds (or forgive any loan or advance of any funds) to any Company Employee;

(vii) make any material change in any method of accounting or accounting practice of Seller used by the Business in the preparation of the Financial Statements, other than such other than those required by the Accounting Principles;

(viii) (A) implement any increase or decrease in the general rates charged to subscribers of the System, except with respect to the scheduled rate increases set forth on Schedule 5.3(b)(viii), which Seller shall make in the amount and at the time set forth on Schedule 5.3(b)(viii), (B) make any commitment regarding changes in or continuation of rates or programming or (C) changing the scope of the services of the Business;

(ix) change or modify in any material respect any cash management practice or policy in respect of inventory control, prepayment of expenses, deferral of revenue or acceptance of subscriber deposits;

(x) not including any capital expenditures (which shall be governed by Section 5.3(b)(xi)), purchase or otherwise acquire any assets that are not capital assets in excess of \$20,000 in the aggregate in any one-month period;

(xi) make or incur any capital expenditures (excluding any capitalized internal labor) in respect of the Business that (A), in the aggregate, are in excess of Three Hundred Fifty Thousand Dollars (\$350,000) in any calendar month or (B) are payable over more than a 12-month period;

(xii) grant or suffer to exist any Lien (other than a Permitted Lien) on any Asset;

(xiii) make any loan, advance or capital contribution to, or debt or equity investment in any Person, or acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or equity of, any business or entity;

(xiv) settle or compromise any Litigation related to the Business if such settlement or compromise would be reasonably likely to adversely affect the operation of the Business after Closing; *provided*, that Seller Parties discharge any prior obligation with respect thereto prior to the Closing;

(xv) other than this Agreement, the Mooresville IRU or the Davidson IRU, enter into any Contract between Seller, on the one hand, and the Operating Parties, on the other hand, that is contemplated to survive the Closing;

(xvi) enter into any joint venture, partnership or other similar commitment; or

(xvii) make any commitment to take any actions prohibited by the provisions of this Section 5.3(b).

5.4. Exclusivity.

(a) Seller Parties shall not, and shall not authorize or permit their Representatives to, directly or indirectly, solicit, initiate, or knowingly take any action to facilitate or encourage the submission of any Alternate Proposal or the making of any proposal that would reasonably be expected to lead to any Alternate Proposal, including: (i) conducting or engaging in any discussions or negotiations with, disclosing any non-public information relating to Seller, the Business, the System or the Assets, affording access to Seller, the Business, the System or the Assets, or knowingly assist, participate in, facilitate, or encourage any effort by, any Person that is seeking to make, or has made, any Alternate Proposal; (ii) amending or granting any waiver or release under any standstill or similar agreement with respect to Seller, the Business, the System or the Assets; or (iii) entering into any agreement in principle, letter of intent, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other Contract relating to any Alternate Proposal. Seller Parties shall cease immediately and cause to be terminated, and shall not authorize or knowingly permit any of their Representatives to continue, any and all existing activities, discussions, or negotiations, if any, with any Person (other than Purchaser and its Affiliates) conducted prior to the date hereof with respect to any Alternate Proposal and shall use their reasonable best efforts to cause any such Person (or its agents or advisors) in possession of non-public information in respect of the Business that was furnished by or on behalf of Seller Parties to return or destroy (and confirm destruction of) all such information.

(b) In addition to the other obligations under this Section 5.4, Seller Parties shall promptly (and in any event within two (2) Business Days after receipt thereof by Seller Parties or their Representatives) advise Purchaser orally and in writing of any Alternate Proposal, any request for information with respect to any Alternate Proposal, or any inquiry with respect to or which would reasonably be expected to result in an Alternate Proposal.

(c) Seller Parties agree that the rights and remedies for noncompliance with this Section 5.4 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Purchaser and that money damages would not provide an adequate remedy to Purchaser.

(d) Subject to applicable Legal Requirements, Seller Parties, in respect of any Litigation in connection with this Agreement or the transactions contemplated by this Agreement, shall consult with Purchaser and provide Purchaser with an opportunity to participate in such Litigation.

5.5. Notices.

(a) From the date hereof until the Closing, Seller Parties shall promptly notify Purchaser in writing of:

(i) any transactions contemplated by this Agreement, fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (B) has resulted in, or would reasonably be expected to result in, the failure of any of the closing conditions set forth in Article 6 to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) any Litigation commenced or, to Seller's knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.13 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Purchaser's receipt of information pursuant to this Section 5.5 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller Parties in this Agreement and shall not be deemed to amend or supplement the Schedules and shall not limit Purchaser's right to indemnification pursuant to this Agreement.

5.6. Employees; Benefits.

(a) Effective as of the Closing Date, Seller will terminate the employment of, and Purchaser (or an Affiliate of Purchaser) will offer employment to, the Company Employees whom Purchaser (or an Affiliate of Purchaser) has notified Seller, not less than thirty (30) days prior to the Closing Date, that Purchaser desires to employ as its employees after the Closing. Purchaser agrees that Purchaser (or an Affiliate of Purchaser) will offer employment to no less than ninety percent (90%) of the individuals who as of the date of this Agreement are Company

Employees. Such offers of employment shall be contingent upon the occurrence of the Closing, satisfactory background checks (including review of driving records of Company Employees who regularly drive vehicles in the normal course and scope of their employment duties), satisfactory drug screening results and other hiring policies of Purchaser or its Affiliate. Each such Company Employee who accepts Purchaser's (or such Affiliate's) offer of employment and who commences active employment with Purchaser (or such Affiliate) effective as of the Closing is referred to in this Agreement as a "**Transferred Employee**". Notwithstanding the foregoing, Seller shall have no obligation to terminate the employment of, and Purchaser (or an Affiliate of Purchaser) shall have no obligation to offer employment to or employ, a Company Employee who is on leave as of the Closing Date unless such Company Employee returns to active employment within six (6) months following the Closing Date. Purchaser and its Affiliates shall have no obligation to employ or retain any Transferred Employees after the Closing or, subject to Section 5.6(c) hereof, to continue after the Closing any particular terms of employment of a Transferred Employee, and nothing contained herein shall be deemed to create such a right or obligation.

(b) Seller will make the Company Employees available to Purchaser or its Affiliate prior to the Closing to discuss employment offers and terms of employment or for a reasonable amount of onboarding meetings at a mutually agreed upon time and location. From the date hereof through the Closing Date, the parties shall cooperate in good faith regarding any broadly distributed communication to Company Employees relating to (i) the transactions contemplated by this Agreement or (ii) employment, benefits and compensation following the Closing.

(c) During the period beginning on the Closing Date and ending on the twelve (12) month anniversary of the Closing Date or, if shorter, during the period of employment of a Transferred Employee following the Closing Date, (i) Purchaser shall and shall cause its Affiliates to, provide or cause to be provided to each Transferred Employee, (A) an annual base salary or wage level at least equal to the annual base salary or wage level to which such Transferred Employees were entitled immediately prior to the date of this Agreement and (B) severance benefits that are no less favorable than those severance benefits set forth on Schedule 5.6(c), and (ii) Purchaser will offer, or cause its Affiliate to offer, retirement and welfare benefits to Transferred Employees that are the same, and will be subject to the same terms and conditions, as Purchaser or its Affiliate provides to its similarly situated employees.

(d) Following the Closing, Purchaser shall use commercially reasonable efforts to (i) ensure that no waiting periods or exclusions or limitations with respect to any pre-existing conditions are applicable to any Transferred Employees or their dependents or beneficiaries under any welfare benefit plans maintained by Purchaser or its Affiliates in which such employees or their dependents or beneficiaries may be eligible to participate following the Closing; and (ii) provide or cause to be provided that any costs or expenses incurred previously by Transferred Employees (and their dependents or beneficiaries) during the plan year in which Closing occurs under Seller's welfare plans shall be taken into account for purposes of satisfying applicable deductible, co-payment, coinsurance, maximum out-of-pocket provisions and like adjustments or limitations on coverage under any such similar welfare benefit plans maintained by Purchaser or its Affiliates for which participation commences during any such plan year. Seller Parties solely shall be liable for all responsibilities and obligations for continuation coverage under COBRA under their group health plans with respect to qualifying events that occur prior to, on or after the Closing Date, and Purchaser and its Affiliates shall have no responsibility, obligation or liability therefore.

(e) Purchaser shall grant, or cause to be granted to, all Transferred Employees from and after the Closing credit for all service with Seller, prior to the Closing for all purposes (including eligibility to participate, vesting credit, eligibility to commence benefits payments, benefit accrual and early retirement subsidies); *provided, however*, that Purchaser shall not be required to grant, or cause to be granted, such credit (i) for eligibility to participate under any qualified or nonqualified retirement plan; (ii) for purposes of benefit accruals or benefit levels (including premium levels) under any qualified or nonqualified retirement plan or retiree medical or other retiree welfare plan or (iii) which would result in any duplication of benefits for the same periods of service.

(f) Seller shall take any and all action as may be required to vest, in full, each Transferred Employee's account balance under the 401(k) plan or plans sponsored or contributed to by any Seller Party, effective no later than the Closing Date.

(g) Seller has made available descriptions of its vacation and sick leave policies to Purchaser. Within ten days following Purchaser's delivery of the notice referred to in Section 5.6(a), Seller will provide to Purchaser a list of the accrued vacation and sick leave of each Company Employee, which list will be updated as soon as practicable following the Closing Date to reflect such accrued vacation and sick leave as of the Closing. Purchaser will, to the extent permitted by applicable Legal Requirements, credit each Transferred Employee with (i) the lesser of forty (40) hours or the full amount of vacation leave accrued by such Transferred Employee but unused as of the Closing under the vacation policy of Purchaser or its Affiliate applicable to such Transferred Employee and (ii) the lesser of forty (40) hours or the full amount of sick leave accrued by such Transferred Employee but unused as of the Closing under the sick leave policy of Purchaser or its Affiliate applicable to such Transferred Employee, in each case, only to the extent that such obligations are reflected in Net Working Capital. To the extent that any unused accrued vacation is not credited by Purchaser or its Affiliate to any Transferred Employee under this Section 5.6(g) (because the amount of unused accrued vacation exceeds 40 hours), Seller will pay, at or promptly following the Closing (and no later than the first scheduled payroll date thereof), to each such Transferred Employee the cash value of such unused accrued vacation to the extent in excess of forty (40) hours. Under no circumstances will Purchaser or any Affiliate of Purchaser be required to pay to any employee the cash value of any unused sick leave.

(h) For the purposes of federal employment taxes with respect to the Transferred Employees who are employed by Purchaser or its Affiliate, as a new employer, within the same calendar year as the Closing, the parties agree to comply with the employment tax reporting procedures described in Section 4 of the Standard Procedure for Predecessors and Successors in Internal Revenue Service Revenue Procedure 2004-53.

(i) Nothing in this Section 5.6 or elsewhere in this Agreement will be deemed to make any Company Employee, or any other employee of Seller or any Operating Party, or any other Person, a Third Party beneficiary of this Agreement. In no event shall the terms of this Agreement be deemed to (i) establish, amend, or modify any Employee Plan or any other benefit, compensation or employment plan, program, agreement or arrangement or (ii) alter or limit the ability of any party or any Affiliate of any party to amend, modify or terminate any Employee Plan or any other benefit, compensation or employment plan, program, agreement or arrangement after the Closing Date.

5.7. Seller Consents; Public Information; Town Referendums.

(a) Following the execution of this Agreement, including after the Closing Date, Seller Parties will use commercially reasonable efforts, and Purchaser will cooperate in good faith with Seller Parties, to obtain all Seller Consents, including for the avoidance of doubt, for all Non-Assignable Assets (defined below). All fees and costs required to be paid as a condition to or in connection with receiving such Seller Consents will be borne by Seller. Seller will use its respective commercially reasonable efforts to execute and deliver such documents as may be reasonably requested by Purchaser to comply with the requirements of its programming agreements and channel line-up requirements.

(b) No Seller Party will agree, without Purchaser's prior written consent, to any adverse change to the terms or conditions of any Permit, Communications License, Franchise or Contract in connection to obtaining any Seller Consent to the assignment of such Permit, Communications License, Franchise or Contract to Purchaser. If in connection with the obtaining of any Seller Consent, a Governmental Authority or other Person seeks to impose any adverse condition or adverse change to any Permit, Communications License, Franchise or Contract to which such Seller Consent relates that would be applicable to Purchaser, as a requirement for granting such Seller Consent, Seller Parties will promptly notify Purchaser of such condition or change, and Seller will not agree to such request unless Purchaser directs Seller to do so in writing. No Seller Party shall agree or commit to any of the foregoing without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Seller and the Operating Parties shall cooperate with each other and use their commercially reasonable efforts to (i) take, or cause to be taken, all appropriate action, provide all necessary and appropriate information, and do, or cause to be done, all things necessary and proper under any Legal Requirements (including obtaining Town Voter Approval in Davidson and Mooresville pursuant to applicable North Carolina Legal Requirements; *provided*, that for the avoidance of doubt, Seller Parties are not permitted under the Legal Requirements, and shall have no obligation under this Agreement, any Transaction Document, or otherwise, to advocate to the voters in Mooresville and Davidson that such voters vote in favor of the Asset Purchase Transaction in the Town Referendums) or otherwise to consummate and make effective the Asset Purchase Transaction as promptly as reasonably practicable and (ii) obtain from any Governmental Authority any consents, licenses, permits, waivers, clearances, approvals, authorizations or orders required to be obtained or made by Seller or the Operating Parties, or avoid any legal proceeding by any Governmental Authority, in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement. Seller and the Operating Parties, and Purchaser and its Affiliates, shall use their reasonable best efforts to furnish to the other party all information necessary for any such action or other filing to be made in connection with the Asset Purchase Transaction. Notwithstanding anything to the contrary contained in this Agreement, (A) Purchaser shall not have any obligation under this Agreement to (1) divest or agree to the divestiture of (or cause any of its Affiliates to divest or agree to the divestiture of) any of the stock or its businesses, product lines, services or assets, (2) agree (or cause any of its Affiliates to agree) to any limitation or restriction on any of its businesses, product lines or assets (including the Business, System or Assets after the Closing), (3) engage in or pursue (or cause any of its Affiliates to engage in or pursue) any Litigation or (4) solicit or seek the vote of any citizen of any Operating Party in connection with, or engage in any campaign or any other

pursuit of obtaining, the Town Voter Approval, and (B) Purchaser shall have no responsibility or liability for the obtainment or the non-obtainment of the Town Voter Approval.

(d) Without limiting any of the foregoing, Seller and the Operating Parties, on the one hand, and Purchaser on the other hand, will use commercially reasonable efforts to, (i) promptly notify the other of any relevant and material communication, including by providing copies of such material communication, received by the notifying party from any Governmental Authority with respect to this Agreement and the transactions contemplated by this Agreement; (ii) permit Representatives (including counsel) of the other party to attend and participate, in meetings (telephonic or otherwise) with any Governmental Authority or other Person with respect to this Agreement and the transactions contemplated by this Agreement; and (iii) respond as soon as reasonably practical to any inquiries or requests for information received by any Governmental Authority. Seller and the Operating Parties, on the one hand, and Purchaser, on the other hand, will have the right to review in advance, and each will reasonably and in good faith consult the other on, all the information relating to the other parties or parties, respectively, as the case may be, that appears in any filing made with, or written materials submitted to, any Governmental Authority or other Person in connection with the transactions contemplated by this Agreement. Each of Seller and Purchaser, as it deems advisable and necessary, may reasonably designate competitively sensitive material provided to the other as “Outside Counsel Only Material” or with similar restrictions.

(e) As soon as practicable following the date of this Agreement, Seller Parties shall, in accordance with all applicable Legal Requirements, (i) use commercially reasonable efforts to ensure that the Board of Elections of Iredell County and the Board of Elections of Mecklenburg County each use the Ballot Language in describing each Town Referendum on the official ballots to be used for the municipal elections in which each Town Referendum will be considered and (ii) prepare and disseminate any other information required to be made available to any Person under any Legal Requirement (together with the Ballot Language, the “**Legally Required Information**”). Seller Parties shall notify Purchaser promptly of the receipt of any comments from the Board of Elections of Iredell County or the Board of Elections of Mecklenburg County or any of its respective staff regarding the Ballot Language and of any request by the Board of Elections of Iredell County or the Board of Elections of Mecklenburg County or its respective staff for amendments or supplements to the Legally Required Information or for additional information and shall supply Purchaser with copies of all correspondence between such Seller Party or any of its Representatives, on the one hand, and the Board of Elections of Iredell County or the Board of Elections of Mecklenburg County or its respective staff, on the other hand, with respect to the Ballot Language or any Legally Required Information. Seller Parties shall give Purchaser an opportunity to participate in any discussions or meetings any Seller Party has with the Board of Elections of Iredell County or the Board of Elections of Mecklenburg County in connection with any Legally Required Information. Each Seller Party shall not, without providing Purchaser a reasonable opportunity to review and comment, agree to any material amendment, modification or supplement of the Ballot Language, or fail to adopt, use and disseminate the Ballot Language, by the Board of Elections of Iredell County or the Board of Elections of Mecklenburg County. Before disseminating the Legally Required Information or any other information to any citizen of any Operating Party (together with the Legally Required Information, the “**Public Information**”) (or any amendment or supplement thereto or other information disseminated in connection with a Town Referendum), without limiting any of the obligations in this Section 5.7(e) in respect of the Ballot

Language or Legally Required Information, Seller Parties (i) shall provide Purchaser a reasonable opportunity to review and comment on such information (including the proposed final version of such information), (ii) shall include in such document or communication containing such information, all comments reasonably proposed by Purchaser and (iii) shall not disseminate such information prior to providing Purchaser an opportunity reasonable in the circumstances to review and comment. If before the date the Town Referendum is set to occur, any event occurs with respect to any Seller Party, or any change occurs with respect to other information supplied by any party for inclusion in the Legally Required Information, which is required to be described in an amendment of, or a supplement to, the Legally Required Information, Seller Party shall promptly notify Purchaser of such event, and Seller Parties shall promptly file all any necessary amendments or supplements to the Legally Required Information, as required by the applicable Legal Requirements. It is understood and agreed that although the Board of Elections of Iredell County or the Board of Elections of Mecklenburg County may require changes to ballot language for use in an election, notwithstanding anything to the contrary in this Agreement, written consent of Purchaser (which it may give in its sole discretion) shall be required for any changes to the proposed ballot language to constitute “Ballot Language” for purposes of this Agreement and accordingly any amendment, modification or supplement made to the language referred to in the definition of Ballot Language without the written consent or approval of Purchaser shall not constitute “Ballot Language” for purposes of this Agreement and any approval of voters received with such revised language shall not constitute Town Voter Approval for purposes of Purchaser’s (but not Seller Parties’) obligations under Section 6.1(a).

(f) Each Operating Party shall, as soon as practicable following the date of this Agreement, duly request the Town Referendums for the purpose of determining whether the qualified voters of each Operating Party grant the Town Voter Approval. Each Operating Party shall request that the Board of Elections of Iredell County or the Board of Elections of Mecklenburg County, absent the prior written consent of Purchaser, conduct each Town Referendum no later than November 5, 2019 and on the same day as the Town Referendum of the other Operating Party.

(g) None of the Boards shall (i) withdraw or modify in a manner adverse to Purchaser, or propose to withdraw or modify in a manner adverse to Purchaser, its Board Approval (it being understood that taking a neutral position or no position with respect to any Alternate Proposal shall be considered an amendment or adverse modification), (ii) enter into, approve, adopt or recommend, or propose to enter into, approve, adopt or recommend, any Alternate Proposal or any letter of intent, term sheet, agreement in principle, asset purchase or other acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract or instrument constituting or relating to any Alternate Proposal, or any other Contract or instrument that would require a Seller Party to abandon, terminate or breach any of its obligations hereunder, or that would prevent Seller Parties from consummating the transactions contemplated hereby, (iii) or take any other action inconsistent with the Board Approvals, (iv) waive the benefits of, provide any consent under, permit any noncompliance with, fail to enforce, or agree to modify in any manner, any confidentiality or similar agreement to which a Seller Party is a party or (v) authorize any of, or resolve, commit or agree to take any of, the foregoing actions. Without limiting the foregoing, any violation of the restrictions set forth in the preceding sentence by any Representative of any of Seller Parties shall be deemed to be a violation thereof.

(h) Seller Parties shall use their reasonable best efforts to take or cause to be taken all actions necessary relating to the Bonds, Indenture, Collateral Documents, 2007 Installment Financing Contract and each other related document, instrument or agreement (collectively, the foregoing, the “**Bond Documents**”) in order to effectuate at Closing the following (collectively, the “**Bond Discharge**”): (i) the satisfaction and discharge of the Indenture in accordance with Article VI thereof, (ii) obtainment of the consent of the trustee under the Indenture and the Collateral Documents to the consummation of the transactions contemplated by this Agreement, (iii) the release by the trustee under the Indenture and the Collateral Documents of all rights in and to the Trust Estate and the delivery by the trustee under the Indenture and the Collateral Documents of all termination statements, instruments of discharge or other documents to release and discharge at the Closing all Liens existing under the Bond Documents; (iv) the termination by the trustee under the Indenture and the Collateral Documents of such documents; and (v) the taking of any other actions and the giving of notices satisfactory to the trustee under the Indenture to effectuate at the Closing the deemed payment of the Bonds and the release of all Liens relating thereto. Seller Parties shall consult with Purchaser in connection with the foregoing actions and shall provide Purchaser with the opportunity to review and comment on drafts of documents, instruments and agreements to effectuate the foregoing and shall not execute or deliver any such document, instrument or agreement without the prior written consent of Purchaser (such consent not to be unreasonably withheld, conditioned or delayed). Without limiting the generality of the foregoing, Seller Parties acknowledge that they shall cause accountants or legal counsel to deliver to the trustee under the Indenture or the Collateral Documents such reports or opinions as may be reasonably requested or required to effectuate the Bond Discharge.

5.8. Tax Matters.

(a) Each Seller Party shall be liable for and pay, and pursuant to Section 9, shall indemnify Purchaser Indemnified Parties against, (i) all Taxes of such Seller Party (including, with respect to Seller, any Taxes of Seller due to the failure to comply with the bulk transfer laws of any state or local jurisdiction) and (ii) all Taxes (including any amounts owed by Purchaser relating to Taxes pursuant to a contract or otherwise) applicable to the Assets, the Business and the Assumed Liabilities relating to taxable years or periods ending on or prior to the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date; *provided, however*, that Seller Parties shall not be liable for and pay, and shall not be required to indemnify Purchaser against, any Taxes to the extent such Taxes are taken into account in computing Net Working Capital. For purposes of this Section 5.8(a), the Tax liability for any Straddle Period to be determined by assuming that the Straddle Period consisted of two taxable years or periods, one which ended at the close of the Closing Date and the other which began at the beginning of the day following the Closing Date and items of income, gain, deduction, loss or credit attributable to the Assets or the Business for the Straddle Period shall be allocated between such two taxable years or periods on a “closing of the books basis” by assuming that the books of the Business were closed at the close of the Closing Date; *provided, however*, that exemptions, allowances, deductions or Taxes that are calculated on an annual basis, such as ad valorem and other similar Taxes imposed on property (“**Property Taxes**”), shall be apportioned between such two taxable years or periods on a daily basis, with any Property Tax deemed attributable to the taxable period specified on the relevant Property Tax bill).

(b) Tax Returns.

(i) Seller Parties shall be responsible for preparing and filing all Tax Returns with respect to the Assets and the Business relating to taxable years or periods ending on or prior to the Closing Date.

(ii) Purchaser shall be responsible for preparing and filing all Tax Returns with respect to the Assets and the Business relating to taxable years or periods ending after the Closing Date.

(c) Tax Contest Provisions.

(i) Purchaser shall notify Seller in writing upon receipt by Purchaser or any of its Affiliates of notice of any pending or threatened federal, state, local or foreign Tax audits or assessments with respect to the Business or the Assets relating to any taxable period ending on or before the Closing Date or to any Straddle Period; *provided*, that failure to comply with this provision shall not affect Purchaser's right to indemnification under this Agreement except to the extent such failure materially impairs Seller's ability to contest any such Tax liabilities.

(ii) Seller shall have the sole right to control any Tax audit or administrative or court proceeding relating to a Tax liability with respect to the Business or the Assets for which Seller Parties would be required to indemnify any Purchaser Indemnified Party pursuant to paragraph (a) of this Section 5.8 and that relates solely to a taxable year or period ending on or before the Closing Date, and to employ counsel of Seller's choice at Seller's expense; *provided, however*, that Seller shall have no right to control any such Tax audit or administrative or court proceeding unless (1) Seller shall have first notified Purchaser in writing of Seller's intention to do so and of the identity of counsel, if any, chosen by Seller in connection therewith, and (2) Seller Parties shall have agreed with Purchaser that, as between Purchaser and Seller Parties, Seller Parties shall be liable for any Losses and expenses relating to Taxes that result from such audit or proceeding; *provided, further*, that Purchaser and its representatives shall be permitted, at Purchaser's expense, to be present at, and participate in, any such audit or proceeding. Notwithstanding the foregoing, Seller shall not be entitled to settle, either administratively or after the commencement of litigation, without the prior written consent of Purchaser any claim for Taxes with respect to the Business or the Assets which could adversely affect the liability for Taxes of Purchaser or any Affiliate thereof for any period after the Closing Date to any extent unless Seller Parties have indemnified Purchaser and its Affiliates against the effects of any such settlement.

(iii) Purchaser shall have the sole right to control any Tax audit or administrative or court proceeding relating to Tax liabilities with respect to the Business and the Assets other than those for which Seller has exercised such right pursuant to paragraph (c)(ii) of this Section 5.8 and to employ counsel of Purchaser's choice at Purchaser's expense. Purchaser shall have the sole right to control with respect to any issue, and settle or compromise any issue, arising in connection with any Tax audit or administrative or court proceeding relating to Taxes with respect to the Assets or the Business to the extent Purchaser shall have agreed in writing to forego any indemnification under this Agreement with respect to such issue.

(iv) Nothing herein shall be construed to impose on Purchaser any obligation to defend any position in any Tax audit or administrative or court proceeding. Any proceeding with respect to which Seller does not assume control in accordance with this Section 5.8(c) may be settled or compromised in the discretion of Purchaser, and any such settlement or compromise shall not affect the Purchaser Indemnified Parties' right to indemnification under this Agreement.

(d) Cooperation. After the Closing Date, each Seller Party and Purchaser shall (and Purchaser shall cause its Affiliates to):

(i) assist the other party in preparing any Tax Returns which such other party is responsible for preparing and filing;

(ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding, any Tax Returns of the Business or the Assets;

(iii) make available to the other and to any taxing authority as reasonably requested all information, records and documents relating to Taxes of the Business or the Assets;

(iv) provide timely notice to the other in writing of any pending or threatened Tax audits or assessments relating to Taxes of the Business or the Assets for taxable periods for which the other may have a liability; and

(v) furnish the other with copies of all correspondence received from any taxing authority in connection with any Tax audit or information request with respect to any such taxable period; *provided*, that Purchaser shall only be obligated to furnish copies of such correspondence to Seller to the extent such audit or information request relates to Taxes for which Seller Parties may be liable under the terms of this Agreement.

Any information obtained under this Section 5.8(d) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in connection with an audit or other proceeding.

(e) Transfer Taxes. All transfer, excise, documentary, stamp, registration and other Taxes and fees (including any penalties and interest), incurred in connection with the transactions consummated pursuant to this Agreement with respect to the Assets conveyed by Seller Parties ("**Transfer Taxes**") will be paid by Seller Parties. Without limiting the foregoing, Purchaser and Seller Parties will cooperate in all reasonable respects to prepare and file all necessary returns, reports and estimates and other documentation with respect to all such Transfer Taxes and other Taxes and fees. Purchaser or Seller Parties, as the case may be, will execute and deliver to each other, at Closing, any certificates or other documents as the other may reasonably request to perfect any exemption (or otherwise reduce) from any such Transfer Taxes.

(f) Survival of Obligations. Notwithstanding anything to the contrary in this Agreement, and notwithstanding Section 9.1, the obligations of the parties set forth in this Section 5.8 shall survive until sixty (60) days after the expiration of all applicable statutes of limitation with

respect to the Tax in question (giving effect to any waiver, mitigation, or extension thereof) and shall not be subject to the limitations on indemnification set forth in Section 9.4.

5.9. Restrictive Covenants.

(a) For a period of five (5) years, commencing on the Closing Date, Seller and the Operating Parties shall not, directly or indirectly, (i) engage in or assist others in engaging in any business that would be directly or indirectly competitive with any portion of the Business or the System as operated or anticipated to be operated as of the Closing Date (the “**Restricted Business**”); (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; (iii) cause, induce or encourage any material actual or prospective subscriber, supplier or licensor of the Business (including any existing or former subscribers of Seller and any Person that becomes a subscriber of the Business after the Closing), or any other Person who has a business relationship with the Business, to cancel, terminate, reduce or modify any such actual or prospective relationship, or in any other way interfere with, disrupt or divert any business relationship with the Business; or (iv) make (or cause to be made) to any Person any disparaging, derogatory or other negative or false statement about Purchaser or any of its Affiliates (including with respect to the products, services, equipment, suppliers, policies, practices, operations, employees or directors of any such Person).

(b) For a period of two (2) years, commencing on the Closing Date, Seller and the Operating Parties shall not directly or indirectly, hire, solicit, or employ any person who is offered employment by Purchaser pursuant to Section 5.6 or is or was employed in the Business during such period, or encourage any such employee to leave such employment or hire any such employee who has left such employment with Purchaser; *provided, however*, that the foregoing restrictions on solicitation shall not be breached by a general solicitation which is not directed specifically to any such employees.

(c) Neither Seller nor the Operating Parties shall cause, encourage or facilitate, in each case either directly or indirectly, the Purchaser or any of its Affiliates to be adversely taxed or regulated, discriminated against or disproportionately treated as compared to other businesses, whether owned by a Governmental Authority or a public or private enterprise. Subject to applicable Legal Requirements, the Operating Parties shall take commercially reasonable efforts in respect of regulatory matters to facilitate the operation of the Business by Purchaser following the Closing Date, including by providing nondiscriminatory access to local rights-of-way and public utility easements.

(d) Seller and the Operating Parties acknowledge that a breach or threatened breach of this Section 5.9 would give rise to irreparable harm to Purchaser, for which monetary damages would not be an adequate remedy, and hereby agree that in the event of a breach or a threatened breach by Seller or the Operating Parties of any such obligations, Purchaser shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond). It is the intent and understanding of each party hereto that if, in any claim before any Governmental Authority legally empowered to enforce this Section 5.9,

any term, restriction, covenant or promise in this Section 5.9 is found to be unreasonable and for that reason unenforceable, or is found to be unenforceable by reason of any Legal Requirement, then such term, restriction, covenant or promise shall be deemed modified to the extent necessary to make it enforceable by such Governmental Authority. Seller and the Operating Parties agree that such foregoing restricted periods shall be tolled, and shall not run, during the period of any breach by such party of any such covenants.

5.10. Confidentiality and Publicity.

(a) Seller Parties and Purchaser shall consult with and cooperate with the other with respect to the content and timing of all press releases and other public announcements relating to the transactions contemplated by this Agreement. Except as required by applicable stock exchange rules or Legal Requirements, neither Seller nor the Operating Parties on the one hand, or Purchaser on the other hand, shall make any release, announcement, or statement regarding this Agreement or the transaction contemplated by this Agreement without the prior written consent and approval of the other, which consent and approval may not be unreasonably withheld or delayed, and each shall keep the existence and terms of this Agreement confidential; *provided, however*, Purchaser may, but shall not be required, to solicit or seek votes in favor of the Town Voter Approval without the prior written consent of any Seller Party.

(b) The Confidentiality Agreement, dated as of March 22, 2019, between Seller and Telephone and Data Systems, Inc. shall remain in full force and effect until Closing, and shall automatically terminate upon the Closing Date and none of the parties thereto shall have any further liability or obligation thereunder; provided, that, effective as of the date of this Agreement, it is understood that such Confidentiality Agreement shall not prohibit Purchaser from soliciting or seeking votes in favor of the Town Voter Approval without the prior written consent of any Seller Party, including discussing or describing its participation in the Seller's sale process, the benefits expected as a result of the transactions contemplated by this Agreement and the terms of this Agreement and the other Transaction Documents. All confidentiality agreements related to the sale of the Business entered into between Seller or Operating Parties, on the one hand, and any Third Party, on the other hand, shall be assigned to Purchaser, in each case on and effective upon the Closing Date and excluding those agreements that are not expressly assignable pursuant to their terms.

(c) Seller Parties and Purchaser acknowledge that information about subscribers (“**Subscriber Information**”) may be exchanged between the parties and may be subject to legal restrictions on use or disclosure, including laws relating to subscriber proprietary System information, as defined in 47 U.S.C. § 222 and other regulations for any Governmental Authority. Seller Parties and Purchaser will cooperate with each other to provide any subscriber notification and/or obtain any subscriber consents relating to Subscriber Information required in accordance with any applicable Legal Requirement or pursuant to any Contract with the subscriber.

(d) From and after the Closing, each Seller Party shall hold, and shall use its commercially reasonable efforts to cause its respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business or the System, except to the extent that Seller Parties can show that such information (a) is generally available to and known by the public through no fault of any Seller Party or each Seller Party's respective Representatives; or

(b) is lawfully acquired by Seller Parties or its respective Representatives from and after the Closing from sources (other than Purchaser and its Representatives) which, to such Seller Party's knowledge, are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; *provided, however*, nothing shall restrict Seller Parties from disclosing any information to the extent required by applicable Legal Requirements. If such information is required to be disclosed pursuant to Legal Requirements, Seller Parties shall provide Purchaser with prompt written notice of any such request or requirement and a copy of such request, to the extent that it is legally permissible to do so. Purchaser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Purchaser, any Seller Party is nonetheless, based on advice of counsel, required under the Legal Requirements to disclose such information, such Seller Party shall disclose only that information which such counsel advises such Seller Party, in writing, is required under the Legal Requirements to be disclosed; *provided, that* Seller Parties shall exercise commercially reasonable efforts to preserve the confidentiality of such information, including, without limitation, by reasonably cooperating with Purchaser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the information; and, *provided, further*, that Seller Parties shall promptly notify Purchaser, to the extent it is legally permissible to do so, of (i) its determination to make such disclosure and (ii) the nature, scope and the contents of such disclosure.

5.11. Bulk Transfers. Purchaser and Seller each waive compliance by the other with Legal Requirements relating to bulk transfers that may be applicable to the transactions contemplated by this Agreement; it being understood that any liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Legal Requirements of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

5.12. Title Policies and Surveys. Seller, Mooresville and Davidson each acknowledge that for each parcel of Owned Real Property and the Davidson Real Property, Purchaser may desire to obtain an ALTA 2006 Form B owner's title insurance policy covering such Owned Real Property and the Davidson Real Property issued to Purchaser by Chicago Title Insurance Company ("**Title Company**"), in each case: (i) having an effective date as of the Closing Date, (ii) in amount, form and substance reasonably satisfactory to Purchaser, (iii) insuring that Purchaser has good and marketable title to the Owned Real Property and the Davidson Real Property, free and clear of all Liens except Permitted Liens, and (iv) including such endorsements as Purchaser may reasonably request (which may include endorsements providing for extended coverage over the general title exceptions, zoning 3.1 endorsements, contiguity endorsements, access endorsements, endorsements insuring compliance with any covenants, conditions and restrictions of record and tax parcel or tax number endorsements) (collectively, "**Title Policies**"). In order to obtain the Title Policies, Mooresville and Davidson, as the case may be, shall each deliver the following documents to the Title Company in form and substance reasonably acceptable to the Title Company: Owner's Affidavit and Indemnity Agreement and Gap Indemnity and information regarding on-going construction, if any at least five (5) days prior to Closing. Purchaser shall have the right to obtain a property zoning report and ALTA/NSPS land survey of the Owned Real Property and the Davidson Real Property prior to the Closing.

5.13. Interim Financial Statements. Seller shall use its reasonable best efforts to cause to be prepared at its sole cost and expense and deliver to Purchaser, as soon as commercially practicable after the date of this Agreement, but in any event no later than October 31, 2019, an (i) audited statement of net position for Seller as of June 30, 2019, (ii) audited statement of revenues, expenses and changes in net position of Seller for the fiscal year ended June 30, 2019 and (iii) audited statement of cash flows of Seller for the fiscal year ended June 30, 2019, and (all of such financial statements being hereinafter referred to collectively as the “**2019 Financial Statements**”). The 2019 Financial Statements will (A) be prepared in accordance in all material respects with the Books and Records of Seller, (B) be prepared in accordance in all material respects with the Accounting Principles applied on a consistent basis throughout the periods indicated thereby and (C) present fairly in all material respects the consolidated financial condition, results of operations and cash flow of Seller at the date and for the period indicated thereby.

5.14. Certain Actions and Agreements.

(a) The Seller Parties shall use their reasonable best efforts at their sole cost and expense to take the actions set forth on Schedule 5.14(a).

(b) Prior to the Closing, Mooresville will take the actions set forth on Section 5.14(b).

(c) Seller Parties and Purchaser shall undertake the actions and obligations set forth on Schedule 5.14(c).

5.15. Insurance.

(a) Seller Parties shall keep all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller Parties and relating to the Business, the System, the Assets or the Assumed Liabilities (the “**Insurance Policies**”), or comparable replacements therefor, in full force and effect from the date hereof through the Closing. In addition, with respect to any claims, acts, omissions, events, circumstances, occurrences or losses that occur prior to the Closing and which Seller Parties become aware of prior to Closing for which coverage under such policies would be available, Seller Parties shall use commercially reasonable efforts to file all claims for coverage thereunder in the ordinary course of business in accordance with standard risk management and claims procedures.

(b) For a period of five (5) years following the Closing (the “**Claims Period**”), Purchaser shall be allowed to make claims under any of the Insurance Policies that provide occurrence-based coverage (the “**Available Insurance Policies**”) with respect to any claims, acts, omissions, events, circumstances, occurrences or losses in respect of the Business. During the Claims Period, and thereafter until all claims made under the Available Insurance Policies pursuant to this Section 5.15 have been finally resolved, the Seller Parties shall: (i) add Purchaser as a named insurance party on the Available Insurance Policies, (ii) keep the Available Insurance Policies, or comparable replacements therefor (which shall be considered Available Insurance Policies

hereunder) in full force and effect to cover claims, acts, omissions, events, circumstances, occurrences or losses in respect of the Business or the System, and (iii) not take any action that would impair the ability of Purchaser to make claims thereunder or to obtain the benefits afforded them thereby; *provided, however*, that under no circumstance shall any Seller Party be obligated to incur out-of-pocket costs related to the foregoing in excess of such costs that are de-minimis in nature. Seller Parties shall reasonably cooperate with and use commercially reasonable efforts to assist Purchaser in either directly making claims or seeking coverage under the Available Insurance Policies by means of claims made on their behalf by Seller Parties or other Affiliates of Seller Parties under such Available Insurance Policies upon reasonable request and reasonable grounds, promptly provide to Purchaser true, correct and copies of any replacement Available Insurance Policy; *provided, however*, that under no circumstance shall any Seller Party be obligated to incur out-of-pocket costs related to the foregoing in excess of such costs that are de-minimis in nature.

(c) During the Claims Period, none of the Purchaser, the Seller Parties or their respective Affiliates shall, without the prior written consent of other, (i) intentionally settle, release or otherwise resolve claims or disputes with respect to coverage under any Available Insurance Policies nor amend, modify or waive any rights to coverage under any such Available Insurance Policy, in any such case, to the extent such settlement, release, resolution, amendment, modification or waiver of rights would have an adverse effect on the rights of the other under such Available Insurance Policies or (ii) assign in whole or in part any Available Insurance Policies or any rights, interests or claims thereunder, in each case, with respect to liabilities of the Business.

5.16. Mooresville IRU and Davidson IRU. Seller Parties shall promptly share with Purchaser each draft sent or received of the proposed agreements of the Mooresville IRU and Davidson IRU (collectively, the “**IRU Agreements**”), and shall negotiate and document such agreements in each case in accordance with the terms set forth in Exhibit F and Exhibit G, respectively. Each Seller Party shall provide Purchaser a reasonable opportunity to review and comment on, and participate in negotiations in respect of, the IRU Agreements. Seller Parties shall not execute the IRU Agreements without Purchaser’s prior written approval.

5.17. Further Assurances; Bank Accounts.

(a) After the date of this Agreement, each of Purchaser and Seller Parties at the request of the other, will, and shall cause their respective Affiliates to promptly execute and deliver, or cause to be executed and delivered, to the other all such documents and instruments, in addition to those otherwise required by this Agreement, in form and substance reasonably satisfactory to the other as the other may reasonably request in order to carry out the terms of this Agreement.

(b) Without limiting the generality of the foregoing, from time to time following the Closing, Seller Parties shall execute and deliver, or cause to be executed and delivered, to Purchaser such other instruments of conveyance and transfer as Purchaser may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Purchaser and put Purchaser in possession of, any part of the Assets.

(c) If, any time after the Closing, any Seller Party receives any monies or amounts that are attributable to the Assets, Business or the System (other than a payment in respect of an Excluded Asset or Excluded Liability), or otherwise properly due, deliverable, payable by or

owing to Purchaser or are included as a dollar amount on the Final Statement (“**Purchaser Funds**”), Seller Parties shall promptly remit, or shall cause to be remitted, such Purchaser Funds by notice to Purchaser or by wire transfer of immediately available funds into an account or accounts of Purchaser and/or any Person that Purchaser designates in writing, as applicable. It is understood that payments from subscribers received after the Closing by a Seller Party shall constitute Purchaser Funds. If, any time after the Closing, Purchaser receives any monies or amounts that are a payment in respect of an Excluded Asset or an Excluded Liability, Purchaser shall promptly remit, or shall cause to be remitted, such notices, monies or amounts by notice to Seller or by wire transfer of immediately available funds into an account or accounts of Seller and/or any Person that Seller designates in writing, as applicable. Without limiting the generality of the foregoing, if, following the Closing, Purchaser or Seller Parties reasonably determine that any Excluded Asset was inadvertently transferred to Purchaser, the parties agree to cooperate to transfer back such asset to such Seller Party as promptly as practicable and at the expense of Seller Parties without the payment of consideration. If, following the Closing, Purchaser or Seller Parties determines that any Asset was not transferred to Purchaser, the parties agree to cooperate to transfer such Asset to Purchaser (or its designated Affiliate) as promptly as practicable and at the expense of Seller Parties without the payment of any further consideration.

(d) For each bank account maintained by any Seller Party for collecting any payments in respect of the Business that cannot be transferred to Purchaser as of the Closing, each Seller Party, Purchaser and the applicable banking institution for each bank account shall execute at the Closing a form of a Deposit Account Control Agreement in favor of Purchaser and grant Purchaser a first priority perfected security interest in amounts payable to Purchaser pursuant to Section 5.17(c). Seller Parties shall maintain such bank accounts in existence for a period of at least one (1) year following the Closing Date and shall not direct such Third Party payments to any other account of Seller Parties. Seller Parties agree that from and after the Closing Date, (i) Purchaser shall have the exclusive right to give instructions with respect to such accounts without further consent of any Seller Party, and no Seller Party shall have any further rights to direct the disposition of any funds in the accounts without the written consent of Purchaser, (ii) Seller Parties agree that any Purchaser Funds in the accounts are assets of Purchaser, and that Purchaser may withhold any such consent for any reason or no reason whatsoever, (iii) at the option of Purchaser, the banking institution party thereto agrees that it shall automatically wire transfer all collected balances in the account in excess of the amount specified by Purchaser on a daily basis to an account of Purchaser to be designated.

5.18. Post-Closing Treatment of Certain Non-Assignable Assets. In the event that any Seller Consent cannot be obtained prior to the Closing, and the Closing nevertheless occurs, Seller shall hold, or cause to be held, such Assets (“**Non-Assignable Assets**”), as of and from the Closing Date until twelve (12) months after the Closing Date, in trust for Purchaser, and the covenants and obligations thereunder that constitute Assumed Liabilities shall be performed by Purchaser in Seller’s name and all benefits and obligations existing thereunder shall be for Purchaser’s account (but with respect to expenses, only to the extent that such expenses that constitute Assumed Liabilities and would otherwise have been incurred by Purchaser had such Asset had not been a Non-Assignable Asset). Seller Parties shall take or cause to be taken, at Purchaser’s expense (but only to the extent that such expenses would otherwise have been incurred by Purchaser had such Contract or Permit not been a Non-Assignable Asset), such actions in its name or otherwise as Purchaser may reasonably request so as to provide Purchaser with the benefits of the Non-

Assignable Assets, to effect the collection of money or other consideration that becomes due and payable under the Non-Assignable Assets and to enforce for the benefit of Purchaser and at the expense of Purchaser any and all rights against a Third Party arising under such Non-Assignable Asset, and Seller Parties shall promptly pay, or cause to be paid, to Purchaser all money or other consideration received by it in respect of all Non-Assignable Assets.

5.19. Satisfaction of Conditions. Subject to the other provisions of this Agreement and all Legal Requirements, each party shall cooperate with each other and their respective counsel, accountants, agents and other representatives in connection with any actions required to be taken as part of its respective obligations under this Agreement, and otherwise, will use its reasonable best efforts to satisfy, or to cause to be satisfied, as soon as reasonably practicable, the conditions to the obligations of the other party to consummate the transactions contemplated by this Agreement, as set forth in Section 6, and fulfill its obligations hereunder as expeditiously as practicable. In furtherance of the foregoing, and subject to the other provisions of this Agreement, to the extent reasonably requested by Seller, Purchaser's cooperation shall include, but not be limited to, provision of reasonable information relating to Purchaser and its Affiliates to, and participation in meetings with and other communications to, subscribers, suppliers and Company Employees; *provided, however*, Purchaser shall not be obligated to disclose any information which it deems as commercially sensitive or confidential in nature.

5.20. R&W Insurance Policy. Purchaser shall timely comply with its obligations under Clauses XI.B. through XI.E of the R&W Insurance Policy in order to allow the R&W Insurance Policy to be effective as of the date of this Agreement. Seller Parties shall timely provide to the insurer named in the R&W Insurance Policy and Purchaser a copy of the USB, CD or DVD-ROM specified in Clause XI.F of the R&W Insurance Policy. Purchaser shall not consent to any amendment or modification to the R&W Insurance Policy that has the effect of waiving or modifying the waiver by the insurer under the R&W Insurance Policy of its subrogation or other rights to pursue recovery against Seller Parties except in the case of intentional fraud. Purchaser shall not terminate the R&W Insurance Policy prior to the end of its term.

Section 6. CONDITIONS PRECEDENT

6.1. Conditions to Purchaser's and Seller's Obligations. The obligations of Purchaser, Seller and the Operating Parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or before the Closing of the following conditions, any of which may be waived (to the extent permitted by applicable Legal Requirements).

(a) Town Voter Approval. The Town Voter Approval shall have been obtained for both Davidson and Mooresville.

(b) Legal Requirements. No Legal Requirement shall have been enacted, promulgated or issued or become or deemed applicable to any of the transactions contemplated by this Agreement by any Governmental Authority, which would prevent or make illegal or otherwise restrain or prohibit the consummation of any transactions contemplated by this Agreement.

6.2. Conditions to Purchaser's Obligations. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or

before the Closing of the following conditions, any of which may be waived by Purchaser in its sole discretion (to the extent permitted by applicable Legal Requirements).

(a) Accuracy of Representations and Warranties. (i) The representations and warranties of Seller and the Operating Parties in this Agreement (other than the Seller Fundamental Representations) when read without any exception or qualification for materiality, Material Adverse Effect or words of similar import shall be true and correct as of the date of this Agreement and as of the Closing Date with the same effect as if made at and as of the Closing Date (except for those representations and warranties which are expressly stated to be made solely as of the date of this Agreement or another specified date, which shall be true and correct solely as of the date of this Agreement or such other specified date, as applicable), except to the extent such failure to be true and correct would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and (ii) the Seller Fundamental Representations shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date with the same effect as if made at and as of the Closing Date (except for those representations and warranties which are expressly stated to be made solely as of the date of this Agreement or another specified date, which shall be true and correct solely as of the date of this Agreement or such other specified date, as applicable).

(b) Performance of Agreements. Each of Seller Parties shall have performed in all material respects its respective obligations and agreements and complied in all material respects with its respective covenants in this Agreement and in any Transaction Document to be performed and complied with by such Seller Party at or before the Closing.

(c) Material Adverse Effect. No Material Adverse Effect shall have occurred since the date hereof.

(d) State Cable Franchise Filing. The acceptance by the North Carolina Secretary of State of Purchaser's filing of a notice of franchise to provide cable service (as defined in North Carolina General Statutes Section 66-350) over a cable system (as defined in North Carolina General Statutes Section 66-350) serving the Communities included in the franchised area.

(e) Litigation. No Litigation shall have been commenced against Purchaser or Seller Parties (i) by any Governmental Authority that would, if adversely determined, (A) prevent the Closing, (B) make illegal, restrain or prohibit the consummation of any transactions contemplated by this Agreement or (C) otherwise materially and adversely interfere with the operation of the Business, or (ii) by any Person that is not a Governmental Authority that would be materially likely to succeed on its merits and would, if adversely determined, (A) prevent the Closing, (B) make illegal, restrain or prohibit the consummation of any transactions contemplated by this Agreement or (C) otherwise materially and adversely interfere with the operation of the Business.

(f) Deliveries. Seller shall have delivered the items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 7.1.

(g) Bond Discharge; Lien Releases. The Bond Discharge shall have occurred. Purchaser shall have received evidence reasonably satisfactory to Purchaser that all Liens affecting

or encumbering Assets (other than Permitted Liens), including the Liens identified on Schedule 4.4(b), have been or concurrently with the Closing, will be, terminated, released or waived, as appropriate.

(h) Sale of Mooresville Owned Real Property. Purchaser shall have received from Mooresville a special warranty deed to convey the Owned Real Property, as set forth on Schedule 4.8(a), in substantially the form attached as Exhibit D (the “**Mooresville Deed**”), duly executed by Mooresville.

(i) Davidson Easement. Purchaser shall have received from Davidson an easement agreement for access to the Davidson Real Property, in substantially the form attached as Exhibit E (the “**Davidson Easement**”), duly executed by Davidson.

(j) Lease Termination. Purchaser shall have received from Seller and Mooresville, a termination of the Lease in recordable form, and otherwise in a form to be substantially agreed prior to Closing among Mooresville, Seller and Purchaser.

(k) Conditional Use Permit. Purchaser shall have received from Mooresville a final, non-appealable, conditional use permit that permits the operation of the System as currently conducted on the Owned Real Property, in a form reasonably acceptable to Purchaser (the “**Conditional Use Permit**”).

6.3. Conditions to Seller’s Obligations. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction at or before the Closing of the following conditions, any of which may be waived by Seller (to the extent permitted by applicable Legal Requirements).

(a) Accuracy of Representations and Warranties. The representations and warranties of Purchaser in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date with the same effect as if made at and as of the Closing (except for those representations and warranties which are expressly stated to be made solely as of the date of this Agreement or another specified date, which shall be true and correct solely as of the date of this Agreement or such other specified date, as applicable), except to the extent such failure to be true and correct would not, individually or in the aggregate, reasonably be expected to materially interfere with the ability of Purchaser to effect the Closing.

(b) Performance of Agreements. Purchaser shall have performed in all material respects its obligations and agreements and complied in all material respects with its covenants in this Agreement and in any Transaction Document to be performed and complied with by it at or before the Closing.

(c) Lease Termination. Seller shall have received from Mooresville, a termination of the Lease in recordable form and otherwise in a form to be substantially agreed prior to Closing among Mooresville, Seller and Purchaser.

(d) Deliveries. Purchaser shall have delivered the items and documents required to be delivered by it pursuant to this Agreement, including those required under Section 7.2.

Section 7. DELIVERIES

7.1. Seller's Delivery Obligations. At the Closing, Seller will deliver or cause to be delivered to Purchaser the following:

(a) Officer's Certificate. A certificate from each of (i) Seller, signed on its behalf by its chief executive officer, (ii) Mooresville, signed on its behalf by its Town Manager and (iii) Davidson, signed on its behalf by its Town Manager, in each case dated the Closing Date, reasonably satisfactory in form and substance to Purchaser, certifying that the conditions specified in Sections 6.1(a) 6.2(a), 6.2(b) and 6.2(c) have been satisfied.

(b) Bill of Sale and Assignment and Assumption Agreement. The duly executed Bill of Sale and Assignment and Assumption Agreement, in substantially the form attached as Exhibit A.

(c) Escrow Agreement. The duly executed Escrow Agreement, in substantially the form attached as Exhibit B.

(d) Mooresville Deed. The duly executed Mooresville Deed in substantially the form attached as Exhibit D.

(e) Davidson Easement. The duly executed Davidson Easement in substantially the form attached as Exhibit E.

(f) Certificate of Non-Foreign Status. A duly complete and executed certificate of non-foreign status as described in Treasury Regulation Section 1.1445-2(b), a Form W-9, and such other Tax forms reasonably requested by Purchaser, duly executed by Seller and upon which Purchaser may rely to avoid any withholding of Tax under Section 1445 of the Code from the payment of the Purchase Price hereunder.

(g) Payoff Documentation. The Indebtedness Certificate and, to the extent not included therein, authorizations from each bank or other creditor in connection with any Indebtedness to file UCC termination statements and other requisite documents to evidence the release of any Liens in connection with such payoff, in each case with such payoff documentation reasonably satisfactory to Purchaser.

(h) Books and Records. The Books and Records, which will be deemed delivered by Seller to the extent Seller deposits or maintains such Books and Records in the System.

(i) Third Party Consents. The Seller Consents listed on Schedule 7.1(i), in each case in form and substance reasonably satisfactory to Purchaser.

(j) Termination of Agreement. Evidence reasonably satisfactory to the Purchaser of the termination of the agreements identified on Schedule 7.1(j).

(k) Waivers. Waivers by Seller of Seller's rights under all confidentiality, non-disclosure, non-solicitation and non-compete agreements between Seller and each Transferred Employee, in form and substance reasonably satisfactory to Purchaser.

(l) Interlocal Agreement. The Cable Television System Interlocal Agreement for the Joint Operation of a Cable Television System, establishing Seller, together with all amendments thereto, certified by the Town Clerk of each of the Operating Parties, within five (5) Business Days prior to the Closing Date.

(m) Title Affidavits and Indemnities. Any affidavits, indemnities or other agreements reasonably required by the Title Company to issue the Title Policies.

(n) Transfer of Names. Satisfactory evidence that Seller Parties are prepared to file with the applicable Governmental Authority upon Closing any corporate or limited liability company name change documents as are necessary to permit Purchaser to use any corporate, assumed business names or other trade names included in the Assets.

(o) Mooresville IRU; Davidson IRU. The duly executed Mooresville IRU in accordance with the terms set forth in the term sheet attached as Exhibit F and in form and substance acceptable to Seller Parties and Purchaser, and the duly executed Davidson IRU in accordance with the terms set forth in the term sheet attached as Exhibit G and in form and substance acceptable to Seller Parties and Purchaser.

(p) Conditional Use Permit. The Conditional Use Permit.

(q) Other Documents. Such other documents or instruments as Purchaser may reasonably request and are reasonably necessary in connection with the transactions contemplated by this Agreement.

7.2. Purchaser's Delivery Obligations. At the Closing, Purchaser will deliver or cause to be delivered to Seller the following:

(a) Initial Purchase Price. The Initial Purchase Price in accordance with Section 2.4(b) (as adjusted pursuant to Section 2.6).

(b) Bill of Sale and Assignment and Assumption Agreement. The duly executed Bill of Sale and Assignment and Assumption Agreement, in substantially the form attached as Exhibit A.

(c) Officer's Certificate. A certificate executed by an executive officer of Purchaser dated as of the Closing Date, reasonably satisfactory in form and substance to Seller certifying that the conditions specified in Sections 6.3(a) and 6.3(b) have been satisfied.

(d) Escrow Agreement. The duly executed Escrow Agreement, in substantially the form attached as Exhibit B.

(e) Mooresville IRU; Davidson IRU. The duly executed Mooresville IRU in accordance with the terms set forth in the term sheet attached as Exhibit F and in form and substance acceptable to Seller Parties and Purchaser, and the duly executed Davidson IRU in accordance with the terms set forth in the term sheet attached as Exhibit G and in form and substance acceptable to Seller Parties and Purchaser.

Section 8. TERMINATION AND DEFAULT

8.1. Termination Events. This Agreement may be terminated and the transactions contemplated hereby may be abandoned prior to the Closing:

- (a) At any time by the mutual agreement of Purchaser and Seller.
- (b) By either Seller or Purchaser upon the failure of either Operating Party to be granted Town Voter Approval at an election held in accordance with applicable North Carolina Legal Requirements.
- (c) By either Seller or Purchaser in the event any Governmental Authority having jurisdiction over Seller Parties or Purchaser shall have issued a final, non-appealable decree, ruling or Judgment permanently prohibiting or restraining the sale of the Assets or the consummation of the transactions contemplated by this Agreement and the other Transaction Documents; *provided*, that the right to terminate this Agreement shall not be available to any party who shall have materially failed to comply with its obligations under Section 5.7 with respect to such decree, ruling or Judgment.
- (d) By Purchaser at any time prior to the Closing, by giving written notice to Seller Parties, upon the occurrence of any of the following:
 - (i) Any time after the date determined for the Closing in accordance with Section 2.5 if each condition set forth in Section 6.1 and Section 6.3 has been satisfied (or will be satisfied by the delivery of documents at the Closing) or waived in writing by Seller Parties on such date and Seller Parties have nonetheless refused to consummate the Closing within ten (10) Business Days following receipt of such notice.
 - (ii) (A) Upon a material breach or material default of any covenant or agreement or material inaccuracy or breach of any representation or warranty of Seller Parties set forth in this Agreement, in any case, such that the condition set forth in Section 6.2(a) or 6.2(b) would not be satisfied as a result of such material inaccuracy, breach, or default or (B) in the event that the condition set forth in Section 6.2(c) shall fail at any time to be satisfied; provided that, if curable, such material inaccuracy, breach, default, or failure of satisfaction has not been cured by Seller Parties within ten (10) days after Seller Parties receive written notice thereof from Purchaser. Notwithstanding the foregoing, Purchaser may not terminate this Agreement pursuant to the preceding sentence if Purchaser is, at the time, in material breach or material default of any of its representations, warranties, covenants or agreements contained in this Agreement, such that the conditions set forth in Section 6.3(a) or 6.3(b) would not be satisfied as a result of such material breach or material default as of the date the written notice is received or within thirty (30) days after Seller Parties receives such written notice.
 - (iii) If the Closing shall not have occurred on or prior to December 31, 2019 (the “**Outside Closing Date**”), unless the failure of the Closing to occur was principally caused by Purchaser’s material breach or material default by Purchaser of any of its representations, warranties, covenants or agreements contained in this Agreement.

(iv) If any of Seller Parties fail to comply in all material respects with any of its obligations in Section 5.4, Section 5.7(e) or Section 5.7(f).

(e) By Seller Parties at any time prior to the Closing, by giving written notice to Purchaser, upon the occurrence of any of the following:

(i) Any time after the date determined for the Closing in accordance with Section 2.5 if each condition set forth in Section 6.1 and Section 6.2 has been satisfied (or will be satisfied by the delivery of documents at the Closing) or waived in writing by Purchaser on such date and Purchaser has nonetheless refused to consummate the Closing within ten (10) Business Days following receipt of such notice.

(ii) Upon a material breach or material default of any covenant or agreement or material inaccuracy or breach of any representation or warranty of Purchaser set forth in this Agreement, in any case, such that the condition set forth in Section 6.3(a) or 6.3(b) would not be satisfied as a result of such material inaccuracy, breach, or default; provided that, if curable, such material inaccuracy, breach or default has not been cured by Purchaser within ten (10) days after Purchaser receives written notice of such material breach or material default from Seller. Notwithstanding the foregoing, Seller Parties may not terminate this Agreement pursuant to the preceding sentence if Seller Parties are, at the time, in material breach or material default of any of its representations, warranties, covenants or agreements contained in this Agreement, such that the conditions set forth in Section 6.2(a) or 6.2(b) would not be satisfied as a result of such material breach or material default as of the date the written notice is received or within thirty (30) days after Purchaser receives such written notice.

(iii) If the Closing shall not have occurred on or prior to the Outside Closing Date, unless the failure of the Closing to occur was principally caused by Seller Parties' material breach or material default by Seller Parties of any of their respective representations, warranties, covenants or agreements contained in this Agreement.

8.2. Notice; Effect of Termination.

(a) In order to terminate this Agreement pursuant to Section 8.1, the party seeking to terminate this Agreement shall deliver written notice thereof to the other parties hereto, specifying the subsection of Section 8.1 pursuant to which this Agreement is being terminated.

(b) In the event of termination of this Agreement by either Seller or Purchaser as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of any party hereto, except as set forth in Section 8.2(c) (Termination Fee) and Section 10.10 (Expenses), which provisions shall survive such termination; *provided, however*, that the termination of this Agreement shall not relieve any party from any liability for any intentional or willful inaccuracy in or intentional or willful breach of any representation, warranty, covenant, obligation or other provision hereof.

(c) Seller Parties shall pay to Purchaser a nonrefundable fee of Two Million Dollars (\$2,000,000) (the "**Termination Fee**") if (i) this Agreement is terminated by either Purchaser or Seller Parties pursuant to Section 8.1 (other than by Seller Parties pursuant to Sections 8.1(e)(i) or 8.1(e)(ii)) and (ii) within two (2) years of such termination, any Seller Party

consummates an Alternate Proposal or enters into a Contract to consummate an Alternate Proposal that is subsequently consummated (whether before or after the end of such two year period). Such payment shall be made by wire transfer of immediately available funds to one of more accounts designated in writing by Purchaser. Such payment shall be made contemporaneously with and as a condition of consummation of any such Alternate Proposal. The parties acknowledge and agree that any payment of the Termination Fee is not intended to be a penalty but is intended to compensate Purchaser in part in the circumstances in which such fee is payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby; *provided, however*, that the termination of this Agreement shall not relieve any party from any liability for any intentional or willful inaccuracy in or intentional or willful breach of any representation, warranty, covenant, obligation or other provision hereof. If Seller Parties fail to promptly pay the Termination Fee when due, and in order to obtain such payment, Purchaser commences Litigation that results in a judgment against a Seller Party for such Termination Fee or any portion thereof, such Seller Party shall pay to Purchaser the reasonable and documented out-of-pocket costs and expenses (including attorneys' fees) of Purchaser in connection with such Litigation, together with interest on the amount of such Termination Fee or portion thereof at the prime rate as published in the *Wall Street Journal* on the date such payment was required to be made through the date of payment.

Section 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

9.1. Survival of Representations and Warranties. Unless specified otherwise in this Agreement, (i) the representations and warranties of Seller Parties and Purchaser in this Agreement (other than the Seller Fundamental Representations and the Purchaser Fundamental Representations) shall survive until twelve (12) months from the Closing Date, and (ii) the Seller Fundamental Representations and Purchaser Fundamental Representations shall survive the Closing and continue indefinitely. The parties' respective performance obligations of the covenants contained herein shall survive the Closing until fully performed. Notwithstanding the foregoing, to the extent that any claim for indemnification in respect of a breach or inaccuracy of any representation or warranty, or breach of any covenant or agreement, contained in this Agreement, the other Transaction Documents, or any certificates delivered in connection with this Agreement, is made on or before such survival date, such representation, warranty, covenant or agreement, as the case may be, shall survive until the resolution of such claim.

9.2. Indemnification of Purchaser Indemnified Parties. From and after the Closing, each Seller Party shall indemnify, defend and hold harmless Purchaser and its Affiliates, and the directors, officers, employees, agents, members, partners and shareholders of each of them (the "**Purchaser Indemnified Parties**"), as the case may be, from and against any and all Losses arising out of or resulting from (a) any inaccuracy in or breach of any representation or warranty made by any Seller Party in this Agreement, any other Transaction Document or any certificates delivered on the part of any Seller Party in connection with this Agreement or any other Transaction Document (in each case, without giving effect to any limitation or qualification as to "materiality", "Material Adverse Effect" or similar qualifications limiting the scope of such representation or warranty), and in each case, as of the date of this Agreement (except for those representations and warranties which are expressly stated to be as of such other specified date,

then such other date) and as of the Closing Date as if made on the Closing Date; (b) any Excluded Liability; (c) any breach of any covenant, agreement or obligation of itself and, in the case of an Operating Party, Seller, contained in this Agreement, any other Transaction Document or any certificates delivered on the part of itself (and, in the case of an Operating Party, Seller) in connection with this Agreement; or (d) any of the Taxes described in Section 5.8 for which Seller or any Operating Party is liable. An Operating Party's obligations pursuant to Section 9.2(a), Section 9.2(b), Section 9.2(c) (with respect only to its responsibility for breaches of any covenant, agreement or obligation by Seller) or Section 9.2(d) (with respect only to Taxes of Seller), shall be several and any liability or payment with respect thereto shall be on, or made on, a Pro Rata Basis. For the avoidance of doubt, Davidson shall be solely responsible for its obligations pursuant to Section 9.2(c) and Section 9.2(d) for any breach of any covenant, agreement or obligation by Davidson, and Mooresville shall be solely responsible for its obligations pursuant to Section 9.2(c) and Section 9.2(d) for any breach of any covenant, agreement or obligation by Mooresville.

9.3. Indemnification of Seller Indemnified Parties. From and after the Closing, Purchaser will indemnify, defend and hold harmless Seller and the Operating Parties, and the directors, officers, employees, agents, members, partners and shareholders of each of them (the "**Seller Indemnified Parties**"), as the case may be, from and against any and Losses arising out of or resulting from (a) any inaccuracy in or breach of any representation or warranty made by Purchaser in this Agreement, any other Transaction Document or any certificates delivered on the part of Purchaser in connection with this Agreement (in each case, without giving effect to any limitation or qualification as to "materiality", "Material Adverse Effect" or similar qualifications limiting the scope of such representation or warranty), in each case, as of the date of this Agreement (except for those representations and warranties which are expressly stated to be as of such other specified date, then such other date) and as of the Closing Date as if made on the Closing Date; (b) any breach of any covenant, agreement or obligation of Purchaser contained in this Agreement, any other Transaction Document or any certificates delivered on the part of Purchaser in connection with this Agreement; (c) any Assumed Liability; or (d) any Taxes described in Section 5.8 for which Purchaser is liable.

9.4. Limitation on Indemnification; Order of Claims.

(a) Following the Closing, the Purchaser Indemnified Parties shall not be entitled to recover any Losses pursuant to Section 9.2(a) (other than with respect to breaches or inaccuracies in any Seller Fundamental Representation) unless and until the amount of all Losses for matters referred to in Section 9.2(a) has exceeded Four Hundred Thousand Dollars (\$400,000) (the "**Deductible**"), after which Purchaser Indemnified Parties shall be entitled to recover the amount of Losses in excess of such amount. The cumulative amount payable by Seller Parties pursuant to Section 9.2(a) and 9.2(b) (other than with respect to inaccuracies in or breaches of any Seller Fundamental Representation or for the Specified Matters) shall not exceed Four Million Dollars (\$4,000,000) (the "**Cap**"). The cumulative amount payable by Seller Parties pursuant to Section 9.2 shall not exceed the amount of the Purchase Price. None of the limitations in this Section 9.4 shall apply in the event of intentional fraud, willful breach, intentional misrepresentation or injunctive and other equitable relief. Notwithstanding anything contained herein to the contrary, in no event shall the rights of any Purchaser Indemnified Party be affected or deemed waived with respect to any breach of or inaccuracy in any representation or warranty or breach of or failure to perform any covenant or obligation of any Seller Party by reason of the fact

that Purchaser or any of its Affiliates or any of its or their respective officers, employees, counsel or other representatives had knowledge at or before the Closing of the facts as a result of which such representation or warranty was breached or inaccurate or covenant or obligation was breached. The parties acknowledge and agree that neither Purchaser nor any other Purchaser Indemnified Party shall be obligated to seek recovery from the R&W Insurance Policy for any Losses, except to the extent set forth in Section 9.4(c).

(b) Following the Closing, the Seller Indemnified Parties shall not be entitled to recover any Losses pursuant to Section 9.3(a) (other than with respect to breaches or inaccuracies in any Purchaser Fundamental Representation) unless and until the amount of all Losses for matters referred to in Section 9.3(a) has exceeded the Deductible, after which Seller Indemnified Parties shall be entitled to recover the amount of Losses in excess of such amount. The cumulative amount payable by Purchaser pursuant to Section 9.3(a) (other than with respect to Purchaser Fundamental Representations) shall not exceed the Cap. None of the limitations in this Section 9.4(b) shall apply in the event of intentional fraud, willful breach, intentional misrepresentation or injunctive and other equitable relief.

(c) The following order of priority shall apply for the recovery of Losses pursuant to Section 9.2(a): (i) first, following for the avoidance of doubt the satisfaction of the Deductible (to the extent applicable), the Purchaser Indemnified Parties shall recover Losses from the amounts then remaining in the Indemnity Escrow Fund until the cumulative amount of such Losses recovered has reached the Seller's Retention Amount, (ii) second, if amounts then remaining in the Indemnity Escrow Fund are not sufficient to permit the recovery of a cumulative amount equal to the Seller's Retention Amount from the Indemnity Escrow Fund, then from Seller Parties, such unpaid Losses up to the amount of the then unsatisfied portion of the Seller's Retention Amount, (iii) third, if the amount of Losses has exceeded the Seller's Retention Amount and to the extent the claim is covered by the R&W Insurance Policy, then by collecting insurance proceeds from the R&W Insurance Policy, (iv) fourth, if the claim or any portion thereof is not covered by the R&W Insurance Policy, then from amounts then remaining in the Indemnity Escrow Fund, (v) fifth, if the amount of the then-remaining Indemnity Escrow Fund is not sufficient to cover such Losses, then from Seller Parties. The following order of priority shall apply for the recovery of Losses pursuant to Section 9.2(b) (other than for Specified Matters): (i) first, the Purchaser Indemnified Parties shall recover from amounts then remaining in the Indemnity Escrow Fund, and (ii) then, if the amount then remaining in the Indemnity Escrow Fund is not sufficient to cover such Losses, from Seller Parties. In the event of the recovery of Losses pursuant to Section 9.2(c), a Purchaser Indemnified Party may elect to recover against amounts then remaining in the Indemnity Escrow Amount, from Seller Parties, or a combination thereof. It is understood that recovery from Seller Parties and the Indemnity Escrow Fund shall be subject to the limits set forth in Section 9.2.

(d) If a Purchaser Indemnified Party or Seller Indemnified Party, as applicable, receives an amount under Third Party insurance coverage or from a Third Party (other than, for the avoidance of doubt, from self-insurance) with respect to Losses that were the subject of indemnification under Section 9 at any time subsequent to indemnification provided hereunder, and the amount recovered (net of costs of collection) exceeds the amount of Losses suffered, then such Purchaser Indemnified Party or Seller Indemnified Party, as applicable, shall promptly reimburse Seller Parties or Purchaser, as applicable, to the extent of the amount of such excess received. Notwithstanding anything to the contrary in this Agreement, no Purchaser Indemnified Party shall

have any obligation to seek to collect or collect any amounts available under any available insurance coverage; *provided*, that, in the event a Purchaser Indemnified Party has suffered Losses that it believes in good faith are covered by the R&W Insurance Policy for which it is seeking indemnification pursuant to Section 9.2(a) and for which recovery under the R&W Insurance Policy would reduce the amount payable by Seller Parties in accordance with Section 9.4(c), Purchaser or another Purchaser Indemnified Party shall submit a claim in good faith for such Losses and shall use its commercially reasonable efforts to respond in good faith to any inquiries submitted by the R&W Insurer. It is understood that in no event shall the Purchaser Indemnified Parties be required to engage in litigation against the R&W Insurer. It is understood that a denial of coverage by the R&W Insurer of a claim submitted in good faith, and for which commercially reasonable efforts are exercised to respond in good faith to any inquiries submitted by the R&W Insurer, by a Purchaser Indemnified Party shall be sufficient, but not required, to demonstrate that coverage under the R&W Insurance Policy is not available. For the avoidance of doubt, it is understood and agreed that amounts recovered by a Purchaser Indemnified Party from the R&W Insurance Policy shall not be counted towards the Cap. For the avoidance of doubt, notwithstanding the fact that a Purchaser Indemnified Party may intend to seek or be seeking recovery for an amount under the R&W Insurance Policy for which a Seller Party would not be required to indemnify the Purchaser Indemnified Party pursuant to Section 9.4(c) in the event that it is covered by the R&W Insurance Policy, a Purchaser Indemnified Party may nonetheless notify Seller Parties and the Escrow Agent of such matter in accordance with the terms of this Agreement and, so long as such notice is timely submitted pursuant to Section 9.1, such claim shall survive until finally determined in accordance with this Agreement and, to the extent made against the Indemnification Escrow Amount, constitute an Unresolved Claim and Retained Amount pursuant to Section 9.8 until so determined.

(e) The Indemnified Parties shall use commercially reasonable efforts to mitigate any Losses arising out of or relating to this Agreement or the Asset Purchase Transaction, subject to the terms and conditions of this Agreement; *provided, however*, that in no event shall any Purchaser Indemnified Parties be required to (i) pursue any litigation against any Person or (ii) be required to seek recovery of any amount from any Third Party not in direct privity with Purchaser.

9.5. Indemnification Procedure.

(a) If, subsequent to the Closing, the Seller Indemnified Parties or the Purchaser Indemnified Parties claiming indemnification (each, an “**Indemnified Party**”) asserts a claim for indemnification for or receives notice of the assertion or commencement of any Third Party Claim as to which the party from whom indemnification is claimed (the “**Indemnifying Party**”) is obligated to provide indemnification under this Agreement, such Indemnified Party shall give reasonably prompt written notice of such claim to the Indemnifying Party specifying (i) the factual basis for such claim and (ii) to the extent reasonably practicable the estimated amount of the claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except to the extent it has been materially prejudiced thereby. With respect to such a claim for indemnification for a Third Party Claim that is brought pursuant to Section 9.2(a) with respect to any Seller Fundamental Representations or pursuant to Section 9.2(c), the Indemnifying Party shall have the right, upon written notice to the Indemnified Party (the “**Defense Notice**”) within fifteen (15) days after receipt from the Indemnified Party of notice of such claim, by which notice the Indemnifying Party shall specify the counsel (which counsel must be reasonably satisfactory to the Indemnified Party) it will appoint to defend such

claim (“**Defense Counsel**”), to conduct at its sole cost and expense the defense against such Third Party Claim in its own name, or if consent is provided in advance by the Indemnified Party (in its sole and absolute discretion) in the name of the Indemnified Party; provided, that the Indemnifying Party acknowledges in writing its responsibility therefor under this Agreement. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim controlled by the Indemnifying Party with counsel selected by it subject to the Indemnifying Party’s right to control the defense thereof. The fees and disbursements of such counsel for the Indemnified Party shall be at the expense of the Indemnified Party; provided, that if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party. Notwithstanding the foregoing, if (1) a conflict of interest arises that, under applicable principles of legal ethics or law, in the judgment of counsel to the Indemnified Party, would prohibit a single counsel from representing both the Indemnifying Party and the Indemnified Party in connection with the defense of such Third Party Claim, (2) the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third Party Claim in the reasonable judgment of the Indemnified Party, (3) the Third Party Claim seeks relief other than monetary damages, (4) the Third Party Claim involves criminal allegations, or (5) the Third Party Claim is expected to be covered by the R&W Insurance Policy, then the Indemnified Party shall control the defense of the Third Party Claim at the cost of the Indemnifying Party. If the Indemnifying Party shall fail to give a Defense Notice within fifteen (15) days after receipt from the Indemnified Party of notice of such claim, it shall be deemed to have elected not to conduct the defense of the subject Third Party Claim, and in such event the Indemnified Party shall have the right to conduct such defense in good faith. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any Third Party Claim. If the Indemnifying Party delivers a Defense Notice to the Indemnified Party, the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested by the Indemnifying Party, all at the expense of the Indemnifying Party.

(b) The Indemnified Party shall not compromise or settle a Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall not compromise or settle a Third Party Claim without the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed, and all such compromises or settlements (i) shall include an unconditional release of the Indemnified Party, (ii) shall not impose any non-monetary obligations on the Indemnified Party, and (iii) shall not include any admission of wrongdoing. In any such proceeding, the party controlling the defense of a claim shall, to the extent reasonably requested by the other party, keep such other party informed as to the status of such claim, including all settlement negotiations and offers.

(c) After any final decision, judgment or award shall have been rendered by a Governmental Authority of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to a Third Party Claim hereunder, the Indemnified Party shall deliver to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter

and the Indemnifying Party shall be required to pay all of the sums so due and owing to the Indemnified Party by wire transfer of immediately available funds within five (5) Business Days after the date of such notice.

(d) Seller Parties shall not be required to indemnify any Indemnified Party for a dollar amount that was accrued as a current liability in the Final Statement.

(e) If there shall be any conflicts between the provisions of this Section 9.5 and Section 5.8(c) (relating to Tax contests), the provisions of Section 5.8(c) shall control with respect to Tax contests.

9.6. Direct Claims. It is the intent of the parties that all direct claims by an Indemnified Party against the Indemnifying Party not arising out of Third Party Claims shall be subject to and benefit from the terms of Section 9. Any claim under Section 9 by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (a “**Direct Claim**”) will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, which notice will specify (a) the factual basis for such claim and (b) to the extent practicable, the estimated amount of such claim. Any Direct Claim shall be resolved in accordance with Section 10.4 of this Agreement or by mutual written agreement of the Indemnified Party and the Indemnifying Party.

9.7. Limit on Damages. Notwithstanding any other provisions of this Agreement, no party shall be liable for exemplary damages, punitive damages or damages that are not the direct or natural, probable and reasonably foreseeable consequence of the event giving rise to the damages, except, in each case, to the extent payable to a Third Party in respect of a Third Party Claim.

9.8. Escrow.

(a) For purposes of serving as partial security of Purchaser’s rights to indemnification under this Agreement pursuant to Section 9.2, on the Closing Date, Purchaser will deposit the Indemnity Escrow Amount with the Escrow Agent to be held in accordance with this Section 9, and the Escrow Agreement. Subject to Section 9.4(c) and Section 9.4(d), following Purchaser’s determination that a Purchaser Indemnified Party has or may have suffered any indemnifiable Loss for which it seeks recovery from the Indemnity Escrow Fund, Purchaser may deliver a notice of such claim to Seller Parties and the Escrow Agent. Unless within ten (10) days after receipt of the such notice, Purchaser and the Escrow Agent receive a written objection from Seller disputing the claim, then, subject to the limitations set forth in this Section 9, Purchaser will be entitled to recover from the Indemnity Escrow Fund the amount set forth in the notice of the claim, and Seller and Purchaser will issue a joint written instruction letter to the Escrow Agent to distribute such amount to the applicable Purchaser Indemnified Party. In the event Seller timely objects in writing to the claim, the Escrow Agent will make no disbursements from the Indemnity Escrow Fund relating to such claim unless and until Purchaser and Seller have resolved the claim by mutual agreement, arbitration or litigation. Purchaser and Seller agree to act in good faith to resolve any disputed claim.

(b) No later than five (5) Business Days after the twelve (12) month anniversary of the Closing Date (the “**Initial Release Date**”), Purchaser and Seller will deliver a joint written instruction letter to the Escrow Agent instructing the Escrow Agent to pay and distribute to Seller the difference between (i) the amount that remains in Indemnity Escrow Fund at the Initial Release Date and (ii) if any outstanding claim for indemnification under this Agreement is pending and unresolved as of the Initial Release Date (“**Unresolved Claims**”), an amount Purchaser believes in good faith represents a quantification of the amount of indemnifiable Losses relating to any pending and unresolved claim for indemnification under this Agreement (the amount remaining in Indemnity Escrow Fund following such payment to Seller, the “**Retained Amount**”).

(c) The Retained Amount shall be held in the Indemnity Escrow Fund with the Escrow Agent for the purpose of securing Purchaser Indemnified Parties’ indemnification rights with respect to the Unresolved Claims and any claims relating to matters which survive the Closing beyond the Initial Release Date in accordance with Section 9.1 until such claim has been fully and finally resolved in accordance with this Agreement.

(d) If following the Initial Release Date, after final resolution and payment of each outstanding claim for indemnification, any Retained Amount with respect to such claim remains in the Indemnity Escrow Fund, no later than five (5) Business Days after the date of such final resolution and payment, the parties will deliver a joint written instruction letter to the Escrow Agent instructing the Escrow Agent to pay and distribute to Seller, and the Escrow Agent will pay and distribute to Seller, all of such remaining funds in the Indemnity Escrow Fund upon the joint written instructions of Purchaser and Seller.

9.9. Tax Treatment. To the extent permitted by law, the parties agree to treat all payments made under this Section 9, under any other indemnity provision contained in this Agreement, and for any misrepresentations or breach of warranties or covenants, as adjustments to the Purchase Price for all Tax purposes.

Section 10. MISCELLANEOUS PROVISIONS

10.1. Parties Obligated and Benefited. Subject to the limitations set forth below, this Agreement will be binding upon the parties and their respective assigns and successors in interest and will inure solely to the benefit of the parties and their respective assigns and successors in interest, and this Agreement shall not be construed to give any other Person (other than an Indemnified Party) any express or implied benefits conferred by this Agreement. Without the prior written consent of the other parties, no party may assign any of its rights under this Agreement or delegate any of its duties under this Agreement. Notwithstanding the foregoing, (a) Purchaser may assign its rights hereunder to an Affiliate of Purchaser without the prior written consent of any other party, *provided, however*, that such assignment shall not relieve Purchaser of its obligations and liabilities hereunder, and (b) Purchaser may assign its rights hereunder by way of security and such secured party may assign such rights by way of exercise of remedies, *provided, however*, that such assignment shall not relieve Purchaser of its obligations and liabilities hereunder. Any attempted assignment in violation of this Section 10.1 shall be void. Upon Purchaser’s sale, disposition or other transfer, in whole or in part, of the shares of capital stock or other equity interests in, or business or assets or properties of, Purchaser, Seller Parties hereby agree that

Purchaser may assign, in whole or in part, any indemnification and other rights or obligations related thereto set forth herein, without the consent of Seller Parties.

10.2. Notices. Any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, registered or certified mail, or sent by courier or, if receipt is confirmed, by electronic mail:

To Seller at:

Continuum
c/o MI Connection Communications System
435 South Broad Street
Mooresville, North Carolina 28115
Attention: Sean Wilbur
Email: swilber@OurContinuum.com

With a copy (which shall not constitute notice) to:

Troutman Sanders LLP
1001 Haxall Point
Richmond, Virginia 23219
Attention: David M. Carter and Coby Beck
Email: david.carter@troutman.com and coby.beck@troutman.com

To Purchaser at:

TDS Broadband Service LLC
30 North LaSalle Street, Suite 4000
Chicago, IL 60602
Attention: Scott H. Williamson
Email: scott.williamson@tdsinc.com

With a copy (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603
Attention: Stephen P. Fitzell and Christopher R. Hale
Email: sfitzell@sidley.com and chale@sidley.com

To Davidson at:

Town of Davidson
216 South Main Street
Davidson, North Carolina 28036
Attention: Jamie Justice and Cindy Reid
Email: jjustice@townofdavidson.org and
creid@townofdavidson.org

To Mooresville at:

Town of Mooresville
413 North Main Street
Mooresville, North Carolina 28115
Attention: Ryan K. Rase and Sharon T. Crawford
Email: rrase@moorevillenc.gov and
scrawford@moorevillenc.gov

Any party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section 10.2. All notices will be deemed to have been received on the date of delivery, which in the case of deliveries by telecopier or email will be the date of the sender's confirmation.

10.3. Waiver. This Agreement or any of its provisions may not be waived except in writing. Waivers on the part of the Seller Parties may be duly authorized by the Boards. The waiver by any party of any condition or of a breach of another provision of this Agreement shall not operate or be construed as a waiver of any other condition or subsequent breach. The failure of any party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

10.4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina applicable to contracts entered into and to be performed wholly within the State of North Carolina by North Carolina residents (without giving effect to any choice or conflict of law provision). The parties agree that any suit for the enforcement of, or based on any right arising out of, this Agreement shall be brought in the U.S. District Court for the Western District of North Carolina located in Charlotte, North Carolina, and if such court does not have subject matter jurisdiction over the matter, then in the North Carolina Business Court, to the extent that the North Carolina Business Court has jurisdiction (either such court, "**Chosen Court**"), and each party consents to the exclusive jurisdiction of such courts. Each party hereby agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient venue, court or jurisdiction. Each party further agrees that it will not bring any action, suit, proceeding or claim relating to this Agreement in any court other than the Chosen Court, and that notice or service of process in any such action, suit, proceeding or claim shall be sufficient if provided in accordance with Section 10.2.

10.5. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Except for the assignment by Purchaser to any Affiliate of Purchaser, no party shall assign this Agreement or delegate any of its duties to any other party without the prior written consent of the other.

10.6. Time. If the date on which any act required or permitted under this Agreement falls on a day which is not a Business Day, the time for the performance of such act will be extended to the next succeeding Business Day.

10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. Any executed counterpart delivered by facsimile or other electronic means shall constitute an original for all purposes.

10.8. Entire Agreement. This Agreement (including the Transaction Documents and the Schedules and Exhibits referred to in this Agreement, which are incorporated in and constitute a part of this Agreement) contains the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by all the parties. Amendments or modifications may be duly authorized by the Boards.

10.9. Severability. Any term or provision of this Agreement which is invalid, illegal or unenforceable in any respect will be ineffective to the extent of such invalidity, illegality or unenforceability without rendering invalid, illegal or unenforceable the remaining rights of the Person or circumstances intended to be benefited by such provision or any other provisions of this Agreement.

10.10. Expenses. Except as otherwise expressly provided in this Agreement (which expenses the parties shall pay as so provided), each party will pay all of its expenses, including attorneys' and accountants' fees, in connection with the negotiation of this Agreement, the performance of its obligations and the consummation of the transactions contemplated by this Agreement.

10.11. Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, attorney or representative of either party hereto or any Affiliate thereof shall have any liability for any obligations or liabilities of such party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby, except to the extent any such Person has a specific liability or obligation hereunder or is party to a Contract providing for any obligation or liability on the part of such Person to a party to this Agreement; *provided*, that the foregoing limitation shall not relieve any such Person for liability for intentional fraud, intentional misrepresentation or willful misconduct.

10.12. Equitable Remedies. The parties hereto agree that irreparable damage may occur if a provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including a party's obligation to cause the Closing to occur) in the Chosen Court, and the parties further waive any

requirement for the securing or posting of any bond or proof of actual damages or proof that monetary damages would not afford an adequate remedy in connection with any such remedy.

10.13. Remedies Cumulative. Except as provided otherwise in this Agreement, in addition to any remedies provided in this Agreement, the parties will have all remedies provided at law or in equity. The rights and remedies provided in this Agreement or otherwise under applicable laws will be cumulative and the exercise of any particular right or remedy will not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy, except as expressly provided otherwise in this Agreement.

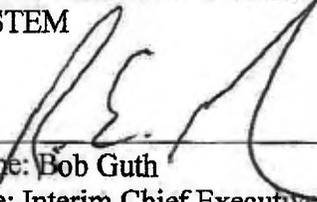
10.14. Joint and Several. Each Operating Party shall be severally (but not jointly) liable for performance of all the obligations of Seller under this Agreement in accordance with its respective Pro Rata Basis. It is understood that the foregoing shall not relieve an Operating Party of its own obligations under this Agreement.

[Remainder of page intentionally left blank]

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

SELLER:

MI CONNECTION COMMUNICATIONS
SYSTEM

By: 
Name: Bob Guth
Title: Interim Chief Executive Officer

OPERATING PARTIES:

TOWN OF MOORESVILLE, NORTH
CAROLINA

By: _____
Name: Miles Atkins
Title: Mayor

Attest: _____
Name: Genevieve Miller
Title: Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Name: Deborah Hockett
Title: Finance Director

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

SELLER:

MI CONNECTION COMMUNICATIONS
SYSTEM

By: _____
Name: Bob Guth
Title: Interim Chief Executive Officer

OPERATING PARTIES:

TOWN OF MOORESVILLE, NORTH
CAROLINA

By: _____
Name: Miles Atkins
Title: Mayor

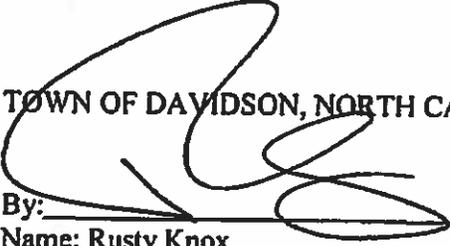
Attest: _____
Name: Genevieve Miller
Title: Town Clerk



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

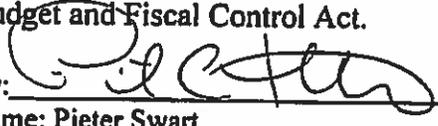
By: _____
Name: Deborah Hockett
Title: Finance Director

TOWN OF DAVIDSON, NORTH CAROLINA

By: 
Name: Rusty Knox
Title: Mayor

Attest: 
Name: Betsy Shores
Title: Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
Name: Pieter Swart
Title: Finance Director

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

PURCHASER:

TDS BROADBAND SERVICE LLC

By: Ken Kotylo
Name: Ken Kotylo
Title: Authorized Representative

Schedule 1.1
EXCLUDED ASSETS

1. Master Services Agreement, entered into and effective as of November 3, 2017, by and between National Cable Television Cooperative, MobiTV, Inc., and also terminate each of the Member Participation Agreements executed by any Seller Party pursuant to the Master Services Agreement and any other related contract (collectively, the “Mobi Agreement”).
2. If Purchaser notifies Seller Parties to proceed with the Mobi Circuit Actions as set forth on Schedule 5.14(a), then the Circuit Agreement.
3. Transfer Agreement, dated as of August 14, 2007, by and among the Town of Cornelius, North Carolina, Mooresville and Davidson, as amended.
4. Transfer Agreement, dated as of August 14, 2007, by and among the County of Mecklenburg, North Carolina, Mooresville and Davidson, as amended.
5. Any Contract that should have been disclosed in Schedule 4.5(d) and Schedule 4.11(c) but was not so disclosed, unless Purchaser shall determine otherwise.
6. Agreement of Lease, dated as of December 19, 2007, by and between MI-Connection Communications System and the Town of Mooresville.

Schedule 2.3(k)
EXCLUDED LIABILITIES

(i)

1. Mobi Actions.
2. If Purchaser notifies Seller Parties to proceed with the Mobi Circuit Actions as set forth on Schedule 5.14(a), then the Mobi Circuit Actions.
3. Any liabilities or obligations to the Railroad or its predecessors in connection with the use by Seller Parties or their predecessors of the railway crossings/rights-of-way of the Railroad, including the Subject Property.

(ii)

1. Seller's prior relationship with BVU Authority, Bristol Virginia Utilities or the City of Bristol, Virginia, or any Affiliate thereof or any of their successors or assigns (whether pursuant to Contract or otherwise), including (A) any payment or obligation to any of the foregoing persons, (B) any claim any of the foregoing persons may have relating to the Assets, and (C) any claim by any third party for any services provided by, or Contract entered into with, any of the foregoing persons.
2. Any liability or obligation to that is, or that may be alleged to be, owed to the Town of Cornelius, North Carolina or the County of Mecklenburg, North Carolina or their respective successors or assignees (A) pursuant to (i) that certain Transfer Agreement, dated as of August 14, 2007, by and among the Town of Cornelius, North Carolina, Mooresville and Davidson, as amended and (ii) that certain Transfer Agreement, dated as of August 14, 2007, by and among the County of Mecklenburg, North Carolina, Mooresville and Davidson, as amended; (B) due to the status of the Town of Cornelius, North Carolina or the County of Mecklenburg, North Carolina as current or former members of Seller; or (C) pursuant to any rights the Town of Cornelius, North Carolina or the County of Mecklenburg, North Carolina may have to receive consideration as a result of the Asset Purchase Transaction.
3. The participation, or cessation of participation, of any Seller Party (and/or any Company Employees or former employees) in LGERS or any other Multiemployer Plan, Multiple Employer Plan or "employee pension benefit plan" (as "employee pension benefit plan" is defined in Section 3(2) of ERISA, determined without regard to whether such plan is subject to ERISA), including, in each case, any contribution, funding or liability, including withdrawal liability or successor liability, relating to the participation, or cessation of participation, of any Seller Party (and/or any Company Employees or former employees) in any of the foregoing, whether such contribution, funding or liability is asserted or imposed as to any Seller Party, Purchaser or any fiduciary of any of LGERS or any other Multiemployer Plan, Multiple Employer Plan or "employee pension benefit plan".

EXHIBIT A

Form of Bill of Sale and Assignment and Assumption Agreement

(See Attached)

**FORM OF BILL OF SALE AND ASSIGNMENT
AND ASSUMPTION AGREEMENT**

[•], 2019

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (“Instrument of Transfer”) is made as of [•], 2019, by and among MI Connection Communications System (d/b/a Continuum, a joint agency created under Article 20 of Chapter 160A of the North Carolina General Statutes) (“Seller”), the Town of Mooresville, North Carolina (“Mooresville”), the Town of Davidson, North Carolina (“Davidson” and together with Mooresville and the Seller, “Seller Parties”), and TDS Broadband Service LLC, a Delaware limited liability company (“Purchaser”). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement (as hereinafter defined).

RECITALS

A. Pursuant to the Asset Purchase Agreement, dated as of August 13, 2019 (the “Agreement”), by and among the Seller Parties and the Purchaser, each of the Seller Parties has agreed to sell, assign, transfer, convey and deliver to Purchaser all of its respective right, title and interest in, to and under all of the Assets.

B. Pursuant to the Agreement, and in consideration for the sale, assignment, transfer, conveyance and delivery of the Assets, Purchaser has agreed to pay, discharge and perform all of the Assumed Liabilities.

AGREEMENT

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I

Assignment and Conveyance of Assets
and Assumption of Assumed Liabilities

1.1 Bill of Sale; Assignment. Each of the Seller Parties by these presents does hereby sell, assign, transfer, convey and deliver to Purchaser, and Purchaser does hereby purchase and acquire from Seller Parties (including, in connection with the Owned Real Property, from Mooresville, and in connection with the grant of the Davidson Easement, from Davidson), all right, title and interest of Seller Parties in, to and under the Assets, free and clear of all Liens other than Permitted Liens; provided, however, that this Instrument of Transfer shall not constitute an assignment of, directly or indirectly, any Contract that is an Asset or any claim or right or any benefit arising under or resulting from such Asset with respect to which any Seller Consent or other Consent pursuant to such a Contract is not obtained prior to the Closing if an attempted direct or indirect assignment thereof, without such Consent, would constitute a breach, default, violation or other contravention of the rights of any third party or of applicable Legal Requirements, would be ineffective with respect to any party to an agreement concerning such Asset, claim or right, or would in any way adversely affect the rights of any Seller Party or, upon transfer, Purchaser, under such Asset, claim or right (each a “Delayed Transfer Asset”). Such Delayed Transfer Assets shall be treated as Non-Assignable Assets pursuant to the terms of the Agreement, and if and when such Consent is duly obtained after the Closing, such Delayed Transfer Asset shall automatically be sold, assigned, transferred, conveyed and delivered to Purchaser pursuant to this Instrument of Transfer without any further action on the part of the Seller Parties or the Purchaser.

1.2 Assumption of Assumed Liabilities. Pursuant to the terms of the Agreement, Purchaser hereby assumes and undertakes to become responsible for and pay, discharge and perform, all of the Assumed Liabilities, in accordance with their respective terms and subject to the respective conditions thereof; provided, however, that Purchaser is not assuming and Seller Parties shall each pay, perform or otherwise satisfy any and all Excluded Liabilities. Other than as specifically stated in this Instrument of Transfer or in the Agreement, Purchaser assumes no obligations of any Seller Party.

1.3 Integration, etc. This Instrument of Transfer, the Agreement and the other agreements referred to in the Agreement represent the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and thereof. The parties acknowledge and agree that nothing contained in this Instrument of Transfer shall constitute a waiver of any party's (or its permitted assignees') rights pursuant to the Agreement, and that the representations, warranties, covenants, agreements, indemnities and other terms contained in the Agreement shall not be altered or superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

Article II

Miscellaneous

2.1 Miscellaneous. The provisions of Section 1.3 and Section 10 of the Agreement shall apply to this Instrument of Transfer, *mutatis mutandis*.

[Remainder of page intentionally left blank]

The parties hereto have caused this Instrument of Transfer to be executed and delivered as of the date first written above.

SELLER:

MI CONNECTION COMMUNICATIONS
SYSTEM

By: _____

Name:

Title:

OPERATING PARTIES:

TOWN OF MOORESVILLE, NORTH
CAROLINA

By: _____

Name:

Title:

Attest: _____

Name:

Title:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Name:

Title:

TOWN OF DAVIDSON, NORTH CAROLINA

By: _____
Name:
Title:

Attest: _____
Name:
Title:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Name:
Title:

PURCHASER:

TDS BROADBAND SERVICE LLC

By: _____
Name:
Title:

EXHIBIT B

Form of Escrow Agreement

(See Attached)

WELLS FARGO BANK, NATIONAL ASSOCIATION

FORM OF ESCROW AGREEMENT

This Escrow Agreement, dated as of this ____ day of _____, 2019 (this “Escrow Agreement”), is entered into by and among MI Connection Communications System (d/b/a Continuum, a joint agency created under Article 20 of Chapter 160A of the North Carolina General Statutes) (“Seller”), the Town of Mooresville, North Carolina (“Mooresville”), the Town of Davidson, North Carolina (“Davidson” and together with Mooresville and Seller, “Seller Parties”) and TDS Broadband Service LLC, a Delaware limited liability company (“Purchaser”, and together with the Seller Parties, “Parties” and each, a “Party”), and Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States, as escrow agent (the “Escrow Agent”).

RECITALS

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of _____, 2019, (the “Purchase Agreement”), pursuant to which Seller Parties agreed, among other things, to sell, assign, transfer, convey and deliver the Assets to Purchaser, and Purchaser agreed to receive from Seller Parties all rights, title and interest of Seller Parties in the Assets;

WHEREAS, the Purchase Agreement provides that at the Closing, Purchaser shall deposit: (i) the sum of Two Million Dollars (\$2,000,000), (the “Indemnity Escrow Amount”); and (ii) the sum of seven hundred fifty thousand (\$750,000) (the “Working Capital Escrow Amount” and, collectively with the Indemnity Escrow Amount, the “Escrow Amount”) shall be held in escrow (such fund holding the Indemnity Escrow Amount, together with any investment earnings and income thereon, the “Indemnity Escrow Fund”, and such fund holding the Working Capital Escrow Amount, together with any investment earnings and income thereon, the “Working Capital Escrow Fund” and, collectively, the “Escrow Funds”) and administered by the Escrow Agent in accordance with the terms of this Escrow Agreement; and

WHEREAS, the Parties and the Escrow Agent desire to establish the terms and conditions pursuant to which the Escrow Funds will be held and distributed.

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

ARTICLE 1 ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Funds. Concurrently with the execution of this Escrow Agreement, Purchaser shall deposit in immediately available funds (i) the Indemnity Escrow Amount with the Escrow Agent to fund the Indemnity Escrow Fund and to be held in the Indemnity Escrow Account (as hereinafter defined), in accordance with the terms of this Escrow Agreement and (ii) the Working Capital Escrow Amount with the Escrow Agent to fund the Working Capital Escrow Fund and to be held in the Working Capital Escrow Account (as hereinafter defined), in accordance with the terms of this Escrow Agreement. The escrow account, which is composed of the funds held in respect of the Indemnity Escrow Fund (the “Indemnity Escrow Account”) and the sub-account, which is composed of the funds held in respect of the Working Capital Escrow Fund (the “Working Capital Escrow Account” and, collectively with the Indemnity Escrow Account, the “Escrow Accounts” and, each, an “Escrow Account”).

Section 1.2. Investment.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Funds and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent written instruction jointly signed by the Parties (a “Joint Instruction”). Any investment earnings and income on the Escrow Funds shall become part of the Escrow Funds, and shall be disbursed in accordance with this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement in the absence of gross negligence or willful misconduct. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 1.3. Disbursements from the Working Capital Escrow Account. The Escrow Agent will hold the Working Capital Escrow Fund until the receipt of instructions set forth in the Joint Instruction, and the Escrow Agent shall promptly pay or deliver the Working Capital Escrow Fund (or the appropriate portion thereof) to Purchaser and/or to Seller Parties, as applicable and as specified in the Joint Instructions, within two (2) Business Days of its receipt of such Joint Instructions. Any Joint Instruction shall be in substantially the form attached hereto as Annex 1.

Section 1.4. Disbursements from the Indemnity Escrow Account. If any Purchaser Indemnified Party wishes to make a claim (a “Claim”) for indemnification with respect to the Indemnity Escrow Amount pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, Purchaser, on behalf of such Purchaser Indemnified Party, may at any time from the date hereof and prior to the Initial Release Date (as defined below) deliver a written notice of such claim (a “Claim Notice”), substantially in the form of Annex 2 attached hereto, to Seller Parties and the Escrow Agent, specifying (i) the nature of such claim; and (ii) to the extent reasonably practicable the estimated amount of the claim (the “Claimed Amount”). Unless within ten (10) days after the Escrow Agent’s receipt of the such Claim Notice, Purchaser and the Escrow Agent receive a written objection from Seller Parties disputing the claim, then Purchaser will be entitled to recover from the Indemnity Escrow Fund the amount set forth in the Claim Notice, and the Escrow Agent will distribute such amount to Purchaser’s bank account as shall be specified by Purchaser in such Claim Notice delivered by Purchaser as soon as reasonably practicable following the end date of such ten (10) day period. In the event Seller Parties timely object in writing to the claim, the Escrow Agent will make no disbursements from the Indemnity Escrow Fund relating to such claim unless and until Parties have resolved the claim by mutual agreement, arbitration or litigation. In the event of a partial dispute by the Seller Parties with respect to any Claim Notice, the Escrow Agent will disburse the undisputed portion (as noted in the dispute notice provided by Seller Parties to Escrow Agent) to the Purchaser in accordance with wire instructions provided by the Purchaser in the Claim Notice as soon as reasonably practicable following the Escrow Agent’s receipt of such partial dispute written notice from the Seller Parties. The Parties agree to act in good faith to resolve any disputed claim.

Section 1.5. No Limit on Remedies under the Purchase Agreement. The procedures in Sections 1.3 and 1.4 of this Escrow Agreement relate solely to the process by which Parties may receive payment or indemnification out of the Escrow Funds. Nothing in this Escrow Agreement shall limit the Purchaser from

making any permitted claim for indemnification directly against any of the Seller Parties under the Purchase Agreement.

Section 1.6. Release of the Indemnity Escrow Account.

(a) Within five (5) Business Days following the twelve (12) month anniversary of the date hereof (the “Initial Release Date”), Escrow Agent shall pay and distribute to Seller Parties an amount equal to (i) the amount that remains in the Indemnity Escrow Fund at the Initial Release Date; less (ii) any amounts that are payable to Purchaser under Section 1.4, which have not been disbursed; and less (iii) the amount of all outstanding claims for indemnification that were properly asserted by Purchaser pursuant to Section 1.4 which remain pending and unresolved as of the Initial Release Date (“Unresolved Claims”), (the amount remaining in Indemnity Escrow Fund following such payment to Seller Parties, the “Retained Amount”), such distribution to be made to such bank accounts as may be specified by Seller Parties on Annex 3 attached hereto (which Annex 3 may be amended by Seller Parties upon the Escrow Agent’s receipt of written instructions delivered by Seller Parties).

(b) The Retained Amount shall be held in the Indemnity Escrow Fund with the Escrow Agent for the purpose of securing Purchaser Indemnified Parties’ indemnification rights with respect to the Unresolved Claims and any claims relating to matters which survive the Closing beyond the Initial Release Date in accordance with Section 9.1 of the Purchase Agreement, until such claim has been fully and finally resolved in accordance with the Purchase Agreement.

(c) If following the Initial Release Date, after final resolution and payment of each outstanding claim for indemnification, any Retained Amount remains in the Indemnity Escrow Fund, no later than five (5) Business Days after the date of such final resolution and payment, the Parties shall deliver Joint Instructions to the Escrow Agent regarding the release of such Retained Amount (and the Seller Parties will provide wire instructions to the Escrow Agent in such Joint Instructions), and the Escrow Agent will pay and distribute to Seller Parties, all of such remaining funds in the Indemnity Escrow Fund in accordance with, and within two Business Days after the Escrow Agent’s receipt of, such Joint Instructions.

(d) The Escrow Agent shall not dispose of all or any portion of the Indemnity Escrow Account other than as provided in this Escrow Agreement.

(e) “Business Day” shall mean any day other than a Saturday, a Sunday, a federal holiday, and any other day on which the Escrow Agent is closed.

Section 1.7. Security Procedure For Funds Transfers. The Escrow Agent shall confirm each funds transfer instruction received in the name of a Party by means of the security procedure selected by such Party and communicated to the Escrow Agent through a signed certificate in the form of Exhibit B-1 or Exhibit B-2 attached hereto, which upon receipt by the Escrow Agent shall become a part of this Escrow Agreement. Once delivered to the Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only by a writing signed on behalf of a Party by an authorized representative of the Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit B-1 or Exhibit B-2 or a rescission of an existing Exhibit B-1 or Exhibit B-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of such Party under this Escrow Agreement.

Each Party understands that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Party may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Section 1.8. Income Tax Allocation and Reporting.

(a) The Parties agree that, for federal income tax purposes, Seller Parties shall be treated as owner of the Escrow Funds and all interest and other income from investment of the Escrow Funds shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned 100% by Seller, 0% by Mooresville, and 0% by Davidson), whether or not such income was disbursed during such calendar year.

(b) For certain payments made pursuant to this Escrow Agreement, the Escrow Agent may be required to make a "reportable payment" or "withholdable payment" and in such cases the Escrow Agent shall have the duty to act as a payor or withholding agent, respectively, that is responsible for any tax withholding and reporting required under Chapters 3, 4, and 61 of the United States Internal Revenue Code of 1986, as amended (the "Code"). The Escrow Agent shall have the sole right to make the determination as to which payments are "reportable payments" or "withholdable payments." All Parties to this Escrow Agreement shall provide an executed IRS Form W-9 or appropriate IRS Form W-8 (or, in each case, any successor form) to the Escrow Agent prior to the date hereof, and shall promptly update any such form to the extent such form becomes obsolete or inaccurate in any respect. The Escrow Agent shall have the right to request from any Party to this Escrow Agreement, or any other person or entity entitled to payment hereunder, any additional forms, documentation or other information as may be reasonably necessary for the Escrow Agent to satisfy its reporting and withholding obligations under the Code. To the extent any such forms to be delivered under this Section 1.8(b) are not provided prior to the date hereof or by the time the related payment is required to be made or are determined by the Escrow Agent to be incomplete and/or inaccurate in any respect, the Escrow Agent shall be entitled to withhold (without liability) a portion of any interest or other income earned on the investment of the Escrow Funds or on any such payments hereunder to the extent withholding is required under Chapters 3, 4, or 61 of the Code, and shall have no obligation to gross up any such payment.

(c) The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Funds unless such tax, late payment, interest, penalty or other expense was caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.8(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

(d) The Parties hereto acknowledge that, in order to help fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and /or enters into a business relationship. Each Party hereby agrees that it shall provide the Escrow Agent with such information as the Escrow Agent may reasonably request, including, but not limited to, such Party's name, physical address, tax identification number and other information that is necessary for the Escrow Agent to identify and verify such Party's identity (such as organizational documents, certificates of good standing, and licenses to do business). For the avoidance of doubt, neither Purchaser nor Seller Parties shall be obligated to assist in obtaining or providing information requested by the Escrow Agent that pertains to the identity of the other Party or such other Party's successors or assigns and Purchaser shall not be obligated to assist in obtaining or providing

information requested by the Escrow Agent that pertains to the identity of the Seller Parties or the successors or assigns of any of the Seller Parties.

Section 1.9. Termination. Upon the disbursement and release of all of the Escrow Funds in accordance with Sections 1.3, 1.4, and 1.6 hereof, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Sections 1.8, 3.1 and 3.2 hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to the Purchaser or Seller Parties or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any such Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in good faith in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent solely in connection with the transactions contemplated by this Escrow Agreement, except to the extent constituting gross negligence or willful misconduct by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in good faith in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns, except to the extent constituting gross negligence or willful misconduct by the Escrow Agent. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority, except to the extent constituting gross negligence or willful misconduct by the Escrow Agent. Concurrent with the execution of this Escrow Agreement, the Purchaser and Seller Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Escrow Agreement. Each Party represents and warrants that each person signing this Escrow Agreement is duly authorized and has legal capacity to execute and deliver this Escrow Agreement, along with all exhibits, agreements, documents, or instruments to be executed and delivered by each Party to this Escrow Agreement.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, reasonable attorneys' fees and expenses or other reasonable professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been caused by the willful misconduct or gross negligence of the Escrow Agent. As between each other, each of the Purchaser and Seller Parties shall each be responsible for one-half (1/2) of the amount of such loss, liability, cost, damage and/or expense, to the extent payable; provided, that, notwithstanding the foregoing, as between the Purchaser and Seller Parties, a Party shall be responsible for any such loss, liability, cost, damage and/or expense of the Escrow Agent to the extent resulting from the breach of this Escrow Agreement or the Purchase Agreement by such Party or any Claim Notice pursuant to this Escrow Agreement by such Party for which such Party is unsuccessful. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to promptly deliver the same to the successor escrow agent appointed by the Parties, as evidenced by a joint written notice delivered to the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by Seller Parties

(100% by Seller, 0% by Mooresville, and 0% by Davidson, via a direct payment to the Escrow Agent). The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent, upon the direction of the Parties, renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If the Escrow Agent is authorized to make disbursements pursuant to this Escrow Agreement and fees, expenses and unsatisfied indemnification rights are deemed payable to the Escrow Agent pursuant to this Escrow Agreement, the Escrow Agent is hereby granted a prior lien and is hereby granted the right to set off and deduct any such unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Funds that remain unpaid for a period of thirty (30) calendar days after providing the Parties with an invoice of such amounts.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the Purchaser and Seller Parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt (based on its reasonable judgment) as to the action to be taken hereunder, the Escrow Agent may retain the Escrow Funds until the Escrow Agent (i) receives a final, non-appealable order from a court of competent jurisdiction or a final, non-appealable arbitration decision directing delivery of the Escrow Funds, (ii) receives a Joint Instruction from the Parties directing delivery of the Escrow Funds, in which event the Escrow Agent shall be authorized to disburse the Escrow Funds in accordance with such Joint Instruction, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Funds and shall be entitled to recover attorneys' fees, expenses and other out-of-pocket costs incurred in commencing and maintaining any such interpleader action. Any such court order or arbitration decision shall be accompanied by a written instrument of the presenting party certifying that such court order or arbitration decision is final, non-appealable and from a court of competent jurisdiction or from a competent arbitration panel, upon which instrument the Escrow Agent shall be entitled to conclusively rely without further investigation. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Accounts; Compliance with Legal Orders. In the event that any Indemnity Escrow Account or Working Capital Escrow Account shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Accounts, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent

obeys or complies with any such writ, order or decree, it shall not be liable to any of the Parties or to any other person, firm or corporation, by reason of such compliance should, notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, sabotage, epidemic, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, accidents, labor disputes, acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4 MISCELLANEOUS

Section 4.1. Successors and Assigns.

(a) Each of Parties may assign any of its rights hereunder upon notice to the other and the Escrow Agent, but no such assignment shall relieve it of its obligations hereunder. Except as set forth in Sections 3.3 and 3.6 of this Escrow Agreement, no assignment of the interest of the Escrow Agent to any agent shall be binding without the consent of the Parties, such consent not to be unreasonably withheld. No assignment of the interest of any of the parties hereto shall be binding unless and until written notice of such assignment shall be delivered to the parties hereto.

(b) The Purchaser, Seller Parties and Escrow Agent represent and warrant that the execution and delivery of this Escrow Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Escrow Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement.

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Funds escheat by operation of law.

Section 4.3. Notices. All notices, requests, claims, demands and other communications under this Escrow Agreement will be in writing and will be deemed given if delivered personally, sent by overnight courier (providing proof of delivery) or via e-mail or facsimile (providing proof of delivery) to the parties at the addresses (or at such other address for a party as specified by like notice) set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Purchaser:

TDS Broadband Service LLC
30 North LaSalle Street, Suite 4000

Chicago, IL 60602
Attention: Scott H. Williamson
Email: scott.williamson@tdsinc.com

With a copy (which does not constitute notice) to:

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attention: Stephen P. Fitzell; Christopher R. Hale
Facsimile: (312) 853-7036
E-mail: sfitzell@sidley.com; chale@sidley.com

If to Seller:

Continuum
c/o MI Connection Communications System
435 South Broad Street
Mooresville, North Carolina 28115
Attention: Sean Wilbur
Email: swilber@OurContinuum.com

If to Mooresville:

Town of Mooresville
413 North Main Street
Mooresville, North Carolina 28115
Attention: Ryan K. Rase and Sharon T. Crawford
Email: rrase@moorevillenc.gov and

If to Davidson:

Town of Davidson
216 South Main Street
Davidson, North Carolina 28036
Attention: Jamie Justice and Cindy Reid
Email: jjustice@townofdavidson.org and
creid@townofdavidson.org

With a copy (which does not constitute notice) to:

Troutman Sanders LLP
1001 Haxall Point
Richmond, Virginia 23219
Attention: David M. Carter and Coby Beck
Email: david.carter@troutman.com and coby.beck@troutman.com

If to the Escrow Agent:

Wells Fargo Bank, National Association
171 17th Street NW, 3rd Floor
Atlanta, GA 30363
Attention: Patrick St. Fleur, Corporate Trust Services
Telephone: (404) 214-6338
Facsimile: (866) 486-4389
E-mail: patrick.stfleur@wellsfargo.com

Section 4.4. Choice of Law/Consent to Jurisdiction. All disputes, claims or controversies arising out of or relating to this Escrow Agreement, or the negotiation, validity or performance of this Escrow Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to contracts entered into and to be performed wholly within the State of North Carolina by North Carolina residents (without giving effect to any choice or conflict of law provision). Each of the Purchaser, Seller Parties and the Escrow Agent hereby agrees that any claim, suit or proceeding arising out of or relating to this Escrow Agreement, or the negotiation, validity or performance of this Escrow Agreement, or the transactions contemplated hereby shall be brought in the U.S. District Court for the Western District of North Carolina located in Charlotte, North Carolina, and if such court does not have subject matter jurisdiction over the matter, then in the North Carolina Business Court, to the extent that the North Carolina Business Court has jurisdiction (either such court, "Chosen Court"), and each party consents to the exclusive jurisdiction of such courts. Each party hereby agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient venue, court or jurisdiction. Each party further agrees that it will not bring any action, suit, proceeding or claim relating to this Escrow Agreement in any court other than the Chosen Court, and that notice or service of process in any such action, suit, proceeding or claim shall be sufficient if provided in accordance with Section 4.4.

Section 4.5. Entire Agreement. Other than as set forth in the Purchase Agreement (solely in respect of Seller Parties and Purchaser), this Escrow Agreement sets forth the entire agreement and understanding of the Purchaser, Seller Parties and the Escrow Agent related to the Escrow Funds. For the avoidance of doubt, nothing in this Escrow Agreement shall limit or relive either Seller Parties or Purchaser from their respective obligations under the Purchase Agreement.

Section 4.6. Amendment. This Escrow Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each of the parties hereto, or in the case of a waiver, the party waiving compliance.

Section 4.7. Waivers. For the purposes of this Escrow Agreement and all agreements executed pursuant hereto, no course of dealing between or among any of the Purchaser, Seller Parties and the Escrow Agent and no delay on the part of any such person in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. Waiver of any term or condition of this Escrow Agreement by the Purchaser, Seller Parties or the Escrow Agent shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition by such person, or a waiver of any other term or condition of this Escrow Agreement by such person. A waiver by a Party or the Escrow Agent of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. This Escrow Agreement may be executed and delivered by facsimile or e-mail transmission with the same effect as if a manually signed original was personally delivered.

Section 4.10. Publication; disclosure. By executing this Escrow Agreement, the Parties agree with the Escrow Agent that this Escrow Agreement (including related attachments) contains certain information that is sensitive and confidential in nature and agree that they will not disclose this Escrow Agreement to any person, except for their representatives who have been instructed to keep such information confidential, except as may be required by applicable law or legal process. In the event that disclosure is required by applicable law or legal process, the Parties agree, to the extent legally permissible, to notify the Escrow Agent upon becoming aware of such legal requirement and consult with the Escrow Agent regarding reasonable measures to mitigate any risks associated with the publication or disclosure of this Escrow Agreement and information contained herein, including, without limitation, the redaction of the manual signatures of the signatories to this Escrow Agreement, redaction of any account numbers and/or wiring instructions, or, in the alternative, publishing a conformed copy of this Escrow Agreement. If any Party becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Escrow Agreement, that Party shall promptly notify in writing the other Parties and the Escrow Agent.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

PURCHASER:

TDS BROADBAND SERVICE LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

SELLER PARTIES:

MI CONNECTION COMMUNICATIONS SYSTEM

By: _____
Name: Robert E. Guth
Title: Interim Chief Executive Officer

TOWN OF MOORESVILLE, NORTH CAROLINA

By: _____
Name: Miles Atkins
Title: Mayor

Attest: _____
Name: Genevieve Miller
Title: Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Name: Deborah Hockett
Title: Finance Director

TOWN OF DAVIDSON, NORTH CAROLINA

By: _____

Name: Rusty Knox

Title: Mayor

Attest: _____

Name: Betsy Shores

Title: Town Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Name: Pieter Swart

Title: Finance Director

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

Escrow Agent:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent

By: _____

Name:

Title:

EXHIBIT A

**Agency and Custody Account Direction
For Cash Balances
Wells Fargo Money Market Deposit Accounts**

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this EXHIBIT A is attached.

You are hereby directed to deposit, as indicated below, or as the Parties shall direct further in writing from time to time, all cash in the Account in the following money market deposit account of Wells Fargo Bank, National Association:

Wells Fargo Money Market Deposit Account (MMDA)

The Parties understand that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation ("FDIC"), in the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$250,000.

The Parties acknowledge that the Parties have full power to direct investments of the Account.

The Parties understand that the Parties may change this direction at any time and that it shall continue in effect until revoked or modified by the Parties by written notice to you.

EXHIBIT B-1

Purchaser certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of Purchaser, and that the option checked in Part III of this Exhibit B-1 is the security procedure selected by Purchaser for use in verifying that a funds transfer instruction received by the Escrow Agent is that of Purchaser.

Purchaser has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-1, Purchaser acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by Purchaser.

NOTICE: The security procedure selected by Purchaser will not be used to detect errors in the funds transfer instructions given by Purchaser. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that Purchaser take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail (“e-mail”) Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Purchaser

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

Part III
Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

- Option 1. Confirmation by telephone call-back. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1.

CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

- Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-1. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1. Purchaser understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. Purchaser further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

- Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If Purchaser wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If Purchaser chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

- Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by telephone call-back or e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of _____, 2019.

TDS Broadband Service LLC

By: _____
Name:
Title:

EXHIBIT B-2

Each of the Seller Parties, certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-2 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, and that the option checked in Part III of this Exhibit B-2 is the security procedure selected by the Seller Parties for use in verifying that a funds transfer instruction received by the Escrow Agent is that of the Seller Parties.

The Seller Parties have reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-2 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-2, the Seller Parties acknowledge that they have elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by the Seller Parties.

NOTICE: The security procedure selected by the Seller Parties will not be used to detect errors in the funds transfer instructions given by the Seller Parties. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that the Seller Parties take such steps as they deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions they send to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail (“e-mail”) Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Seller Parties

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>	<u>Specimen Signature</u>
[•]	[•]	[•]	[•]	_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
[•]	[•]	[•]	[•]

Part III
Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

- Option 1. Confirmation by telephone call-back. The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2.

CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

- Option 2. Confirmation by e-mail. The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2. The Seller Parties understand the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. The Seller Parties further acknowledge that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

CHECK box, if applicable:

If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

- Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation. The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If the Seller Parties wish to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If the Seller Parties choose this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

- Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation. Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by telephone call-back or e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

**The password protected file system has a password that expires every 60 days. If you anticipate having infrequent activity on this account, please consult with your Escrow Agent before selecting this option.*

Dated this ____ day of _____, 2019.

MI CONNECTION COMMUNICATIONS SYSTEM

By: _____

Name: [•]

Its: [•]

TOWN OF MOORESVILLE, NORTH CAROLINA

By: _____

Name: [•]

Its: [•]

Attest: _____

Name: [•]

Its: [•]

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.

By: _____

Name: [•]

Its: [•]

TOWN OF DAVIDSON, NORTH CAROLINA

By: _____

Name: [•]

Its: [•]

Attest: _____

Name: [•]

Its: [•]

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.

By: _____

Name: [•]

Its: [•]

EXHIBIT C

FEES OF ESCROW AGENT

Corporate Trust Services

Schedule of fees to provide escrow agent services

TDS Broadband Service LLC

Working Capital & Indemnity Escrow Account

Approximate size: \$2,000,000 Indemnity Escrow Fund

\$750,000 Working Capital Escrow Fund



Acceptance fee	Waived
----------------	--------

A one-time fee for our initial review of governing documents, account set-up and customary duties and responsibilities related to the closing. This fee is payable at closing.

Annual administration fee	\$3,500
---------------------------	---------

An annual fee for customary administrative services provided by the escrow agent, including daily routine account management; cash management transactions processing (including wire and check processing), disbursement of funds in accordance with the agreement, tax reporting for one entity, and providing account statements to the Parties. The administration fee is payable annually in advance per escrow agreement. The first installment of the administrative fee is payable at closing.

Out-of-pocket expenses	At cost
------------------------	---------

Out-of- pocket expenses will be billed as incurred at cost at the sole discretion of Wells Fargo.

Extraordinary services	Standard rate
------------------------	---------------

The charges for performing services not contemplated at the time of execution of the governing documents or not specifically covered elsewhere in this schedule will be at Wells Fargo's rates for such services in effect at the time the expense is incurred. The review of complex tax forms, including by way of example but not limited to IRS Form W-8IMY, shall be considered extraordinary services.

Assumptions

This proposal is based upon the following assumptions with respect to the role of escrow agent:

- Number of escrow accounts to be established: 2
- Amount of escrow: \$ 2,750,000
 - Working capital: \$750,000
 - Indemnity: \$2,000,000
- Term of escrow:
 - Working capital: Approximately 120 days
 - Indemnity: 12 months
- Number of tax reporting parties: 3
- Number of parties to the transaction: 4
- Number of cash transactions (deposits/disbursements): 2 deposits / 5 disbursements
- Fees quoted assume all transaction account balances will be held uninvested or invested in select Wells Fargo Bank, N.A. deposit products.

- Disbursements shall be made only to the Parties specified in the agreement. Any payments to other parties are at the sole discretion and subject to the requirements of Wells Fargo and shall be considered extraordinary services.

Terms and conditions

- The recipient acknowledges and agrees that this proposal does not commit or bind Wells Fargo to enter into a contract or any other business arrangement, and that acceptance of the appointment described in this proposal is expressly conditioned on all the following: (1) compliance with the requirements of the USA Patriot Act of 2001, described below, (2) satisfactory completion of Wells Fargo's internal account acceptance procedures, (3) Wells Fargo's review of all applicable governing documents and its confirmation that all terms and conditions pertaining to its role are satisfactory to it and (4) execution of the governing documents by all applicable parties.
- Should this transaction fail to close or if Wells Fargo determines not to participate in the transaction, any acceptance fee and any legal fees and expenses shall be due and payable.
- Legal counsel fees and expenses, any acceptance fee and any first year annual administrative fee are payable at closing.
- Any annual fee covers a full year or any part thereof and will not be prorated or refunded in a year of early termination.
- Should any of the assumptions, duties or responsibilities of Wells Fargo change, Wells Fargo reserves the right to affirm, modify or rescind this proposal.
- The fees described in this proposal are subject to periodic review and adjustment by Wells Fargo.
- Invoices outstanding for over 30 days are subject to a 1.5% per month late payment penalty.
- This fee proposal is good for 90 days.

Important information about identifying our customers

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate or other entity recognized as a legal person) for whom we open an account.

What this means for you: Before we open an account, we will ask for your name, address, date of birth (for individuals), TIN/EIN or other information that will allow us to identify you or your company. For individuals, this could mean providing a Social Security number. For a corporation, partnership, trust, estate or other entity recognized as a legal person, this could mean identifying documents such as a Certificate of Formation from the issuing state agency.

Statement of Confidentiality

All of the information contained in or related to this fee proposal is confidential and proprietary to Wells Fargo (the "Confidential Information"). The recipient(s) of any Confidential Information acknowledges and agrees that such information shall be held in strict confidence and shall not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of Wells Fargo's qualifications for the applicable role(s) described without the prior written consent of Wells Fargo.

Date: August 12, 2019

ANNEX 1

JOINT WRITTEN INSTRUCTION TO ESCROW AGREEMENT

Wells Fargo Bank, National Association
171 17th Street NW, 3rd Floor
Atlanta, GA 30363
Attention: Patrick St. Fleur, Corporate Trust Services

_____, 20__

Joint Written Instruction

Ladies and Gentlemen:

Reference is made to the Escrow Agreement dated as of _____, 2019 (the “**Escrow Agreement**”), among MI Connection Communications System, the Town of Mooresville, North Carolina, the Town of Davidson, North Carolina, TDS Broadband Service LLC and you.

Pursuant to Section 1.3 of the Escrow Agreement, the undersigned hereby instruct you to disburse from the Working Capital Escrow Fund (as defined in the Escrow Agreement), account number _____, to _____ the amount of \$ _____, by wire transfer to the account identified on Exhibit I hereto.

BY: MI Connection Communications
System

By: _____
Its: _____

BY: TDS Broadband Service LLC

By: _____
Its: _____

BY: Town of Mooresville, North Carolina

By: _____

Its: _____

Attest: _____

Name: _____

Title: _____

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.

By: _____

Name: [•]

Its: [•]

BY: Town of Davidson, North Carolina

By: _____

Its: _____

Attest: _____

Name: _____

Title: _____

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.

By: _____

Name: [•]

Its: [•]

EXHIBIT I TO JOINT WRITTEN INSTRUCTIONS

[INSERT WIRE TRANSFER INSTRUCTIONS]

ANNEX 2

CLAIM NOTICE TO ESCROW AGREEMENT

Wells Fargo Bank, National Association
171 17th Street NW, 3rd Floor
Atlanta, GA 30363
Attention: Patrick St. Fleur, Corporate Trust Services

Claim Notice

Ladies and Gentlemen:

This notice is being delivered pursuant to Section 1.4 of the Escrow Agreement dated as of [_____,] 2019 (the “Escrow Agreement”), by and among the Seller Parties, TDS Broadband Service LLC and you. Capitalized terms in this letter that are not otherwise defined shall have their meanings set forth in the Escrow Agreement.

Pursuant to Section 1.4 of the Escrow Agreement, Purchaser hereby gives notice of a claim for indemnification made under the Purchase Agreement in the amount of \$[_____].

The nature of such claim is as follows:

[insert details]

Purchaser hereby certifies to the Escrow Agent that this notice was delivered to Seller Parties.

BY: TDS Broadband Service LLC

By: _____
Its: _____

ANNEX 3

WIRE INSTRUCTIONS (Seller Parties)

If to Seller Parties:

EXHIBIT C

Example of Net Working Capital as of March 31, 2019 and Net Working Capital Adjustments

Net Working Capital	
	Mar-19*
Current Assets	
Accounts receivable (net of allowance for uncollectible accounts)	\$971,904
Prepaid expenses	297,855
Current Liabilities	
Accounts payable	1,458,131
Other accrued expenses	118,982
Unearned revenue	554,107
Net Working Capital	(\$861,460)
Target Net Working Capital	(\$1,100,000)
Over/Under	\$238,540

* Estimate closing balance sheet which is a month or two previous to the closing date.
All amounts are trued up within 90 days to reflect the actual closing date

Adjustments to be made to Net Working Capital calculation:

Include:

1. Accrued employee vacation and sick time, to the extent being assumed by Purchaser pursuant to Section 5.6(g) of the Agreement.

Exclude:

1. "Test" accounts receivable
2. Outstanding receivables not in accordance with customary aging and write-off policies
3. Prepaid insurance policies not assumed by Buyer
4. HBO CD prepaid asset
5. Employee bonus accruals

EXHIBIT D

Form of Mooresville Deed

(See Attached)

SPECIAL WARRANTY DEED

Excise Tax: _____
Tax Parcel ID No. 4657-80-8310;4657-80-9462; 4657-90-0285 Verified by Iredell County
on the _____ day of _____, 20____ By: _____

Mail/Box to: _____

This instrument was prepared by: Jay Kevin White, Attorney – Of Counsel
Jones Childers Donaldson & Webb, PLLC, 109 Mercyview Lane, Mooresville, North Carolina 28117,
a validly existing law firm in North Carolina

Brief description for the Index: _____

THIS DEED, made this the _____ day of _____, 20____, by and between

GRANTOR: TOWN OF MOORESVILLE, a Municipal Corporation
whose mailing address is Post Office Box 878, Mooresville, North Carolina 28115
(herein referred to collectively as **Grantor**) and

GRANTEE: TDS BROADBAND SERVICES, LLC, a Delaware Limited Liability Company
whose mailing address is _____
(herein referred to collectively as **Grantee**)

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor has and by these presents does give, grant, bargain, sell and convey unto Grantee in fee simple all that certain lot or parcel of land situated in the City/Town of Mooresville, County of Iredell, State of North Carolina, and more particularly described as follows:

SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This Deed is being executed in accordance with the Resolution of the Board of Commissioners for the Town of Mooresville and pursuant to the Referendum approving the sale of said property by the voters of the Town of Mooresville on November 5, 2019; a copy of said Resolution being attached hereto and the terms of which are incorporated herein by reference.

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 1906, Page 126, and being reflected on plat(s) recorded in Map/Plat Book _____, page/slide _____.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to Grantee in fee simple.

And Grantor covenants with Grantee that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations:

Subject to (1) real estate taxes not yet due and payable and (2) rights of way of South Academy Street and South Broad Street.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has caused the foregoing to be executed in its official name by its duly authorized officers as of the day and year first above written.

TOWN OF MOORESVILLE, a Municipal Corporation

(Entity Name)

By: _____

Print/Type Name & Title: _____ Mayor

Attested By: _____

Print/Type Name & Title: _____ Town Clerk

(Official/Notarial Seal)

NORTH CAROLINA, _____ County

This is to certify that on the ____ day of _____, 2019, personally came Genevieve Miller, with whom I am personally acquainted, who, being duly sworn, says that she is the Town Clerk and that Miles Atkins

is the Mayor of the municipal corporation described in and which executed the foregoing instrument; that she knows the official seal of the corporation; that the seal affixed to the foregoing instrument is the official seal; and the name of the corporation was subscribed thereto by the Town Clerk, and that the Mayor and Clerk subscribed their names thereto, and the official seal was affixed, all by order of the Board of Commissioners for the Town of Mooresville, and that the instrument is the act and deed of the corporation.

WITNESS my hand and official seal this the _____ day of _____, 2019.

Notary Public

My commission expires: _____ (Affix Seal)

EXHIBIT E

Form of Davidson Easement

(See Attached)

EASEMENT AGREEMENT

This instrument was prepared by
and after recording return to:

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

THIS EASEMENT AGREEMENT (the "Agreement") is made effective as of the ____ day of _____, 2019 (the "Effective Date"), by and between _____, a _____ ("Grantor"), and _____, a _____ ("Grantee"). Grantor and Grantee are referred to collectively herein as the "Parties" and each individually as a "Party".

RECITALS

A. Grantor is the owner of a certain parcel of land located in the Town of Davidson (Mecklenburg County), North Carolina, more particularly described on Exhibit A hereto (the "Grantor Property").

B. Grantee is the owner of a certain 550-square foot building (the "Building") and the facilities and equipment contained therein (the "Equipment") located on the Grantor Property and used in connection with the operation of a business providing video, internet, telephony, fiber and other services, having acquired the Building and Equipment from Grantor as of the Effective Date.

C. Grantor desires to grant to Grantee certain rights and easements on, over, under,

through and across portions of the Grantor Property, to facilitate Grantee's use and maintenance of the Building and the Equipment.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Easements.** Grantor does hereby grant and convey unto Grantee, its successors, licensees, and assigns: (a) a non-exclusive, perpetual easement and right-of-way (the "Hub Easement") on, over, under, upon, within, through and across the portion of the Grantor Property legally described and identified as "Easement Parcel # 1" (the "Hub Easement Area") in the legal description and plat attached hereto as Exhibit B and incorporated herein by reference (the "Plat"), for the purpose of installing, operating, maintaining, modifying, repairing and replacing the Building and Equipment; and (ii) a non-exclusive, perpetual easement and right-of-way (the "Access Easement", and together with the Hub Easement, the "Easements") on, over, under, upon, within, through and across the portion of the Property legally described and identified as "Easement Parcel #2" in the Plat (the "Access Easement Area", and together with the Hub Easement Area, the "Easement Areas"), for the purpose of pedestrian and vehicular access, ingress and egress to the Building by Grantee and Grantee's agents. For the avoidance of doubt, the Hub Easement Area includes all of the ground on which the Building is located. The Building and all Equipment installed in the Hub Easement Area shall be and remain the property of Grantee, its successors and assigns.

2. **Use/Access.** Grantee and its agents, contractors and employees shall have full and free use of the Easements for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the Easements. Grantee shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, fences or obstructions of any kind on or in Easement Areas that interferes with Grantee's use of the Easements. Grantee shall have the right to conduct repairs to the Building and to construct modifications to, and replacements of, the Building; provided, however, that such modifications to, and replacements of, the Building shall comply with the requirements of the Davidson Planning Ordinance in effect at the time the request or application for modification or replacement is submitted. All construction activities of Grantee on the Hub Easement Area shall be undertaken at Grantee's sole cost and expense in a good and workmanlike manner, in accordance with all applicable governmental regulations, provided, however, that Grantor shall cooperate, at no cost to Grantor, with Grantee on Grantee's compliance with any such regulations, including, without limitation, applying for any building permits or other governmental licenses required to be obtained by the owner of the Grantor Property in the event Grantee desires to construct a modification to, or replacement of, the Building. Grantee, at its own expense, shall restore, as nearly as practicable, to their original condition all land or premises included within or adjoining the Easement Areas which are disturbed in any manner by the construction, operation and maintenance of the Building and Equipment. Grantor shall not use the Easement Areas in a manner which interferes with the rights granted to Grantee pursuant to this Agreement. Grantor reserves the right to relocate the Access Easement to a comparable area on the Grantor Property upon reasonable written notice to Grantee, and Grantee agrees to cooperate, at no cost to Grantee, with such relocation as necessary to permit modification or replacement of

the existing buildings on the Grantor Property and/or a redevelopment of or changed use on the Grantor Property.

3. **Easements Run with the Land.** Grantor agrees that the easements, rights and privileges granted herein are not covenants personal to Grantor but are covenants running with the Grantor Property which are and shall be binding upon Grantor, its heirs, personal representatives, successors and assigns.

4. **Insurance.** During the term of this Agreement, Grantee shall carry public liability insurance in amounts of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering Grantee's potential legal liability in connection with claims for personal injury, death or damage to real or personal property arising from its use of the Easements. All insurance provided for herein shall be effected under valid and enforceable policies issued by insurers licensed to provide insurance in the State of North Carolina. Upon request from Grantor, Grantee will provide Grantor with an insurance certificate naming Grantor as an additional insured and providing that the insurer will give Grantor not less than thirty (30) days written notice prior to cancellation, lapse, termination, or non-renewal of any insurance policy carried pursuant to the terms of this paragraph.

5. **Indemnification.** Grantee will at all times protect, indemnify and hold harmless Grantor and its employees and agents and their successors or assigns (together, the "Indemnified Parties") from and against all liabilities, obligations, claims, damages, penalties, liens, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) (collectively, the "Liabilities") imposed upon or incurred by the Indemnified Parties or the Grantor Property, on account of any loss or damage to real or personal property or any injury to or death of any person arising from Grantee's use of the Easements. Notwithstanding the foregoing, Grantee shall not be required to protect, indemnify and hold harmless the Indemnified Parties from and against the Liabilities to the extent such Liabilities are incurred as a result of the gross negligence or willful misconduct of the Indemnified Parties.

6. **Taxes.** Grantor shall be responsible for all 2019 (and any prior) real estate taxes due and payable for the Easement Areas. With respect to real estate taxes accruing on or after January 1, 2020, Grantor shall be responsible for all real estate taxes and assessments due and payable for the Easement Areas, except that Grantee shall be responsible for any and all taxes or assessments levied against the Easement Areas that are directly attributable to the existence of the Building and Equipment. In the event that such taxes or assessments are not billed directly to Grantee, Grantee shall, within thirty (30) days of receipt of a written demand therefor, reimburse Grantor for the actual cost of the taxes that are shown by Grantor to be attributable to the Building and Equipment. For the avoidance of doubt, Grantee shall not be responsible for any 2019 real estate taxes allocable to the Easement Areas.

7. **Duty to Release Liens.** Grantee shall not cause, suffer or permit, and shall have no authority to create, any liens of any nature upon the Grantor Property, including, without limitation, for labor or materials. If a lien is filed, Grantee shall notify Grantor in writing within ten (10) days of its receipt of notice of such lien. Grantee may contest the lien in good faith, but even if the lien is contested, within thirty (30) days after the lien is filed, Grantee shall have the lien released of record by payment, bond, court order, or otherwise. If Grantee fails to release of

record any such lien within the above period, at its option Grantor may pay the claim or post a bond. In such case Grantee will reimburse Grantor's reasonable and actual costs associated therewith, including any reasonable attorney's fees. Grantee will indemnify Grantor against any loss or expenses incurred as a result of the assertion of any such lien prohibited by this paragraph. For the avoidance of doubt, Grantee shall not be required to have liens upon the Grantor Property that exist as of the Effective Date released pursuant to this Agreement.

8. **Miscellaneous.**

(a) **Notices.** Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate Party at its address as follows:

Grantee: _____

Copy to: _____

Grantor: _____

Copy to: _____

Addresses for notice may be changed from time to time by written notice to the other Party. Any communication shall be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Services or (b) actual receipt, as indicated by the return receipt, and (ii) if given by personal delivery or by overnight air courier, when delivered to the appropriate address.

(b) **Rights and Remedies.** It is expressly understood and agreed that upon a breach of this Agreement by any Party to this Agreement, the non-breaching Party or Parties shall have any and all rights and remedies for such breach at law or in equity, including injunctive relief.

(c) **Amendments.** This Agreement may be amended by and only by, a written agreement, which has received the approval of the parties hereto and shall be effective only when properly recorded in the Mecklenburg County, North Carolina Register of Deeds.

(d) Negation of Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(e) Quiet Enjoyment. Grantor covenants that it is seized of and has the right to convey said Easements, rights and privileges, that Grantee shall have quiet and peaceable possession, use and enjoyment of the Easements, rights and privileges, and that Grantor shall execute such further assurances thereof as may be required.

(f) General Provisions. This Agreement shall be interpreted according to the laws of the State of North Carolina. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications by and among the Parties relating to such subject matter. The waiver by any Party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision unless, by disregarding such provision(s), the general business intent of the Parties cannot be accomplished. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. All rights and obligations contained in this Agreement shall benefit and burden the respective heirs, heirs, successors and assigns of the Parties. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any party hereof.

IN WITNESS WHEREOF Grantor and Grantee have executed this Agreement pursuant to due authority effective as of the Effective Date.

GRANTOR:

TOWN OF DAVIDSON, a North Carolina
municipal corporation

Attest:

By: _____
_____, Town Clerk

By: _____
Name: _____
Its: _____

(TOWN SEAL)

STATE OF _____
COUNTY OF _____

This is to certify that on the ____ day of _____, 2019, personally came _____, with whom I am personally acquainted, who, being duly sworn, says that she is the Town Clerk and that _____ is the _____ of the municipal corporation described in and which executed the foregoing instrument; that she knows the official seal of the corporation; that the seal affixed to the foregoing instrument is the official seal; and the name of the corporation was subscribed thereto by the Town Clerk, and that the _____ and Clerk subscribed their names thereto, and the official seal was affixed, all by order of the Board of Commissioners for the Town of Davidson, and that the instrument is the act and deed of the corporation.

Witness my hand and notarial seal, this _____ day of _____, 2019.

My Commission Expires: _____ Notary Public

(Affix Seal)

Notary's Printed or Typed Name

GRANTEE:

TDS BROADBAND SERVICE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of TDS BROADBAND SERVICE LLC, a Delaware limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this _____ day of _____, 2019.

My Commission Expires: _____ Notary Public

(Affix Seal)

Notary's Printed or Typed Name

Exhibit A

Legal Description of the Grantor Property

PARCEL 1

Beginning at an iron in the intersection of the northern margin of the right of way of Walnut Street and the eastern margin of the right of way of Gamble Street and running thence with the eastern margin of the right of way of Gamble Street N. 35-19 E. 223 feet to an iron, the southwestern corner of the property conveyed to Mollie Simolton in Deed Book 1586, Page 461, Mecklenburg County Public Registry; thence with the Simolton line S. 52-50 E. 83 feet to a point, the southeastern corner of the property conveyed to Emma L. McLain in Deed Book 1190, Page 27, Mecklenburg County Public Registry; thence S. 35-19 W. 112 feet to a point; thence S. 54-03 E. 107 feet to an iron; thence S. 22-27 E. 112.33 feet to a point in the northern margin of the right of way of Walnut Street; thence with said margin of Walnut street N. 54-03 W. 215 feet to the point and place of Beginning as shown on a plat by the Charlotte-Mecklenburg Utility Department dated January 24, 1985.

PARCEL 2

Being all that certain tract or parcel of land located in the Town of Davidson, bounded on the south by Walnut Street and Town of Davidson; on the west by the Town of Davidson; on the north by lands of Emma L. McLain (Deed Book 1190, Page 27), Annie Lee Hill (Deed Book 3620, Page 413), Thomas White (Deed Book 4254, Page 765), James Carr, Jr. (Deed Book 1404, Page 46), Robert Torrence (Deed Book 1190, Page 156), and Enoch Donaldson Heirs, on the east by Robert J. Cashion (Deed Book 4929, Page 759), and more fully described as follows:

BEGINNING at an old iron on the north right-of-way of Walnut Street, the common corner of Robert J. Cashion and the property herein conveyed and runs with the north right-of-way of Walnut Street, N. 54-03 W., 132.68 feet to a new iron; thence three (3) new lines with the Town of Davidson: (1) N. 22-27 E., 112.33 feet to a new iron; (2) N. 54-03 W., 107.00 feet to a new iron; (3) N. 35-19 E., 112.00 feet to a point on the line of Emma L. McLain; thence with the line of McLain, Hill, White, Carr and Torrence, S. 52-50 E., 150.10 feet to a new iron, the southeast corner of Robert Torrence; thence with the Torrence line, N. 35-19 E., 40.00 feet to a new iron on the Torrence line; thence with the line of Enoch Donaldson Heirs, S. 54-03 E., 115.00 feet to an old iron, the common corner of Enoch Donaldson Heirs and Robert J. Cashion; thence with the Cashion line, S. 35-23 W., 258.03 feet to the point of Beginning, and containing 1.13 acres, more or less, as shown on a plat by the Charlotte-Mecklenburg Utility Department, dated January 24, 1985, and being a part of the property conveyed to the Grantor by Deed Book 1185, Page 165, of the Mecklenburg County Public Registry, and all of an unrecorded lot (see Deed Book 838, Page 497) on which the Davidson water treatment plant is situated.

Exhibit B

Plat and Legal Description of Easements

Easement Parcel #1

COMMENCING AT A NCGS MONUMENT "M 007" (NAD83/2011) HAVING GRID COORDINATES N=642,030.07 FEET, E= 1,449,477.13 FEET, S 60°04'38" W A DISTANCE OF 1,071.03 FEET TO A FOUND #4 REBAR AND BEING A COMMON CORNER WITH TOWN OF DAVIDSON (DEED BOOK 1185, PG 165 NOW OR FORMERLY), AND HAVING GRID COORDINATES N= 637,119.55 FEET, E=1,450,994.39 FEET; THENCE N 53°33'37" W WITH A DISTANCE OF 106.54 FEET TO A COMPUTED POINT; THENCE N 35°21'29" E WITH A DISTANCE OF 67.59 TO A COMPUTED POINT; AND SAID POINT BEING THE POINT OF BEGINNING; THENCE N 35°21'29" E WITH A DISTANCE OF 29.02' TO A COMPUTED POINT; THENCE S 54°18'17" E WITH A DISTANCE OF 33.85 FEET TO A COMPUTED POINT; THENCE S 35°37'57" W WITH A DISTANCE OF 29.02 FEET TO A COMPUTED POINT; THENCE N 54°18'17" W WITH A DISTANCE OF 33.72 TO THE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 980 SQUARE FEET, OR 0.023 ACRES, AS SHOWN ON AN EASEMENT SURVEY FOR MI-CONNECTION HUB LEASE-A; BY DARYL W. LONG PLS-4918; DATED 7/11/2019, as contained in that plat recorded in Book _____, page _____.

Easement Parcel #2

COMMENCING AT A NCGS MONUMENT "M 007" (NAD83/2011) HAVING GRID COORDINATES N=642,030.07 FEET, E= 1,449,477.13 FEET, S 60°04'38" W A DISTANCE OF 1,071.03 FEET TO A FOUND #4 REBAR AND BEING A COMMON CORNER WITH TOWN OF DAVIDSON (DEED BOOK 1185, PG 165 NOW OR FORMERLY), AND HAVING GRID COORDINATES N= 637,119.55 FEET, E=1,450,994.39 FEET; THENCE S 22°09'44" W WITH A DISTANCE OF 111.63 FEET TO A COMPUTED POINT FOUND IN THE NORTHERN MARGIN OF W. WALNUT STREET; THENCE CONTINUING WITH SAID MARGIN N 54°19'44" W WITH A DISTANCE OF 132.04 FEET TO A COMPUTED POINT, AND SAID POINT BEING THE POINT OF BEGINNING; THENCE N 54°19'44" W WITH A DISTANCE OF 15.00' TO A COMPUTED POINT; THENCE N 35°21'29" E WITH A DISTANCE OF 188.57 FEET TO A COMPUTED POINT; THENCE N 54°18'17" W WITH A DISTANCE OF 73.50 FEET TO A COMPUTED POINT; THENCE N 35°53'09" E WITH A DISTANCE OF 15.00 FEET TO A COMPUTED POINT FOUND ON THE EASTERN MARGIN OF GAMBLE STEET; THENCE CONTINUING WITH SAID MARGINS S 54°18'17" E WITH A DISTANCE OF 80.25 FEET TO A COMPUTED POINT; THENCE N 35°37'57" E WITH A DISTANCE OF 3.00 FEET TO A COMPUTED POINT; THENCE S 54°18'17" E WITH A DISTANCE OF 8.10 FEET TO A COMPUTED POINT; THENCE S 35°21'29" W WITH A DISTANCE OF 206.57 FEET; TO THE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 4,179 SQUARE FEET, OR 0.096 ACRES, AS SHOWN ON AN EASEMENT SURVEY FOR MI-CONNECTION HUB LEASE-A; BY DARYL W. LONG PLS-4918; DATED 7/11/2019, as contained in Book _____, page _____.

EXHIBIT F

Mooreville IRU Term Sheet

(See Attached)

Mooresville - Continuum Term Sheet

This term sheet outlines the terms and conditions of agreements (“Agreements”) that the Town of Mooresville (the “Town”) and MI-Connection Communications System (d/b/a/ Continuum) (“Continuum”) intend to negotiate in order to memorialize the previous grant of an IRU by Continuum to the Town, to provide for the future maintenance of the IRU (the “Commercial Relationship”).

Except with respect to references to the previous grant of an IRU, this term sheet is an expression of intention only and is not to be construed as a binding agreement. The Town and Continuum agree to use commercially reasonable efforts to enter into Agreements with the terms set forth below and other customary market terms in order to provide for the Commercial Relationship.

1. IRU Fibers

The IRU consists of the fiber strands having the specifications set forth on Schedule A (the “Town Fibers”). Except as otherwise set forth on Schedule A, all of the Town Fibers shall have start points and end points within Town boundaries or extra-territorial jurisdictions.

The Town Fibers are solely for the use of the Towns to connect Town buildings and other Town facilities, and are not for resale in any manner.

Additional fiber on newly constructed fiber along public roadways (not within housing subdivisions) will be made available by Continuum at market rates to connect Town buildings and other Town facilities if Continuum has sufficient fiber available in the conduit (the “Additional Town Fibers”).

2. IRU Term

IRU Term - 10 Years with an option by the Town to renew for two additional 10 year terms. Should any Town Fibers or Additional Town Fibers no longer be in working condition and Continuum does not desire to replace them, the Town will have the right to take possession of and maintain such Town Fibers or Additional Town Fibers without any cost to purchase from Continuum; provided, however, the parties shall negotiate in good faith the terms of any such transfer, including the logistics and any other terms pertaining to the physical transfer.

3. IRU Fees
 - None for the Town Fibers that are currently in use by the Towns.
 - Customary splicing fees to put into use Town Fibers not currently in use.
 - Market rates for Additional Town Fibers.
4. Maintenance Services

Continuum shall provide maintenance services for the Town Fibers and the Additional Town Fibers, that are consistent with customary market practices.
5. Maintenance Fees

Commencing July 1, 2020, the Town shall pay maintenance fees to Continuum for the Town Fibers, irrespective of whether any Town Fibers are not then currently in use, at the rate of \$45 per Town Fiber route mile per month.
6. Successor

In connection with a transaction in which Continuum sells all or substantially all of its assets, Continuum shall cause the purchaser to assume the Commercial Relationship as set forth in this Term Sheet and the Agreements.

[Remainder of page intentionally left blank]

SCHEDULE A

Town Fibers

- The Town IRU covers the following fiber strands:

A	B	C	D	E
FIBER CT	ROUTE OF FIBER	# OF FIBERS IN USE	SHEATH FOOTAGE	FIBER CT WITH AVAILABLE 6 UNUSED
300 CT	HEADEND TO LINWOOD/// R ON S ACADEMY ST R ON W WILSON AVE TO E WILSON AVE L ON S CHURCH ST R ON E CENTER AVE L ON E STATESVILE AVE R ON E IREDELL AVE L ON CULP ST R ON N MAIN ST TO 1474 N MAIN ST PARK	5	22, 140'	
				BRANCHES OFF 300 CT FIBER SPLICE POINT AT CABARRUS AVE AND S MAGNOLIA GOES SOUTH TO ELEMENTARY SCHOOL SPLICE POINT TOTAL FOOTAGE: 4,400'
				BRANCHES OFF 300 CT FIBER AT LINWOOD RD AND N MAIN ST SPLICE POINT AT M024 GOES UP LINWOOD RD R ON WILLIFORD RD TO END AT SPLICE POINT AT WILLIFORD RD AND HIGHWAY 3 TOTAL FOOTAGE: 19,680'
198 CT	HEADEND TO W PARK AVE AND OAK RIDGE FARM HIGHWAY//R ON S ACADEMY ST R ON W WILSON AVE TO E WILSON AVE L ON S CHURCH ST R ON E CENTER AVE L ON E STATESVILE AVE R ON E IREDELL AVE L ON CULP ST R ON N MAIN ST L ON W PARK AVE TO OAK RIDGE FARM HIGHWAY SPLICE POINT AT INTERSECTION	3	31,920	

A	B	C	D	E
FIBER CT	ROUTE OF FIBER	# OF FIBERS IN USE	SHEATH FOOTAGE	FIBER CT WITH AVAILABLE 6 UNUSED
				BRANCHES OFF 198 CT FIBER AT OAK RIDGE FARM HIGHWAY AND W PARK AVE SPLICE POINT GOES EAST ON OAK RIDGE FARM HIGHWAY TO SPLICE POINT BEFORE CHERRY GROVE TOTAL FOOTAGE: 3,075'
				BRANCHES OFF 198 CT FIBER AT OAK RIDGE FARM HIGHWAY AND W PARK AVE SPLICE POINT GOES WEST ON OAK RIDGE FARM HIGHWAY TO SPLICE POINT AT M016 AT ANNAS GRACE DR AND OAK RIDGE FARM HIGHWAY TOTAL FOOTAGE: 1,845'
				BRANCHES OFF 198 CT FIBER AT OAK RIDGE FARM HIGHWAY AND W PARK AVE SPLICE POINT GOES NORTH ON MT ULLA HIGHWAY TO SPLICE POINT JUST PAST MANUFACTURERS BLVD TOTAL FOOTAGE: 7,382'
288 CT	HEADEND TO SHEARERS RD/// R ON S ACADEMY R ON W WILSON R ON S CHURCH ST L ON COLLEGE ST L ON E. MILLS AVE TO SHEARERS RD TO SHEARERS RD AND ROCKY RIVER RD TO SHEARERS RD TO JOHNSON DAIRY RD L ON JOHNSON DAIRY RD TO WWWTP AT 369	6	44,471'	

A	B	C	D	E
FIBER CT	ROUTE OF FIBER	# OF FIBERS IN USE	SHEATH FOOTAGE	FIBER CT WITH AVAILABLE & UNUSED
				BRANCHES OFF 288 CT FIBER FROM SPLICE POINT AT E. ROCKY RIVER RD AND SHEARERS RD TO E. ROCKY RIVER RD TO SPLICE POINT AT M024 NEAR 414 E. ROCKY RIVER RD ALSO COMES OFF E. ROCKY RIVER RD. L ON KISTLER FARM RD TO M090 SPLICE POINT IN FRONT OF MIDDLE SCHOOL ON KISTLER FARM RD TOTAL FOOTAGE: 14,145'
108 CT	HEADEND TO FAITH RD/// R ON S ACADEMY R ON W WILSON R ON S CHURCH ST L ON COLLEGE ST L ON E. MILLS AVE TO SHEARERS RD TO SHEARERS RD AND FAITH RD SPLICE POINT	1	14,760'	
330 CT	HEADEND TO MAZEPPA RD. /// R ON S ACADEMY ST TO N ACADEMY ST TO END R ON PATTERSON AVE L ON N BROAD ST TO STATESVILLE HIGHWAY CONTINUES STRAIGHT ON STATESVILLE HIGHWAY TO HIGHWAY 21 AND STATESVILLE HIGHWAY TO FIRE STATION 4 ALSO TURNS R AT MAZEPPA RD AND STATESVILLE HIGHWAY AND GOES TO MAZEPPA PARK	23	66,735	
				BRANCHES OFF 330 CT AT RINEHARDT RD AND STATESVILLE HIGHWAY SPLICE POINT GOES DOWN RINEHARDT RD TO SPLICE POINT AT M004 NEAR 483 RINEHARDT RD TOTAL FOOTAGE: 9,225'

A	B	C	D	E
FIBER CT	ROUTE OF FIBER	# OF FIBERS IN USE	SHEATH FOOTAGE	FIBER CT WITH AVAILABLE & UNUSED
432 CT	HEADEND UP BRAWLEY SCHOOL RD/// R ON S ACADEMY ST L ON W WILSON AVEL ON CHARLOTTE HIGHWAY R ON BALMY LANE TO BRAWLEY SCHOOL RD TO WILLIAMSON RD AND BRAWLEY SCHOOL RD/ ALSO BRANCHES OFF AT WILLIAMSON ROAD AND GOES EAST TO KNOB HILL RD ALSO GOES DOWN PLANTATION RIDGE DR TO PLANTATION PARKWAY	3	21,664'	
				BRANCHES OFF 432 CT FIBER FROM SPLICE POINT AT KNOB HILL RD TO BLUEFIELD RD AND BIG INDIAN LOOP SPLICE POINT TOTAL FOOTAGE: 10,182'
				BRANCHES OFF 432 CT FIBER SPLICE POINT AT WILLIAMSON RD AND BRAWLEY SCHOOL RD GOES UP BRAWLEY SCHOOL RD TO R ON OAKTREE RD TO SPLICE POINT IN FRONT OF ELEMENTARY SCHOOL TOTAL FOOTAGE: 12,182'
336 CT	HEADEND UP TALBERT RD/// R ON S ACADEMY ST L ON W WILSON AVEL ON CHARLOTTE HIGHWAY R ON BALMY LANE TO BRAWLEY SCHOOL RD R ON TALBERT RD TO TALBERT POINTE DR L ON BYERS CREEK R ON CEDAR POINTE DR R ON CAYUGA TO #257 R INTO SEWER EASEMENT TO CORNELIUS PARK	2	36,526	
				BRANCHES OFF 336 CT FIBER FROM SPLICE POINT AT TALBERT RD AND BRAWLEY SCHOOL RD TO SPLICE POINT AT ROLLING HILL RD AND BRAWLEY SCHOOL RD TOTAL FOOTAGE: 2,400'

A	B	C	D	E
FIBER CT	ROUTE OF FIBER	# OF FIBERS IN USE	SHEATH FOOTAGE	FIBER CT WITH AVAILABLE 6 UNUSED
				BRANCHES OFF 336 CT FIBER FROM SPLICE POINT AT TALBERT RD AND HIGHWAY 150 TO SPLICE POINT AT PORTESTOWN WAY AT M067 TOTAL FOOTAGE: 2,400'
72 CT	TOWN HALL MOORESVILLE TO CORNELIUS POLICE DEPT INTERCONNECT// L ON S ACADEMY ST L ON W LOWRANCE AVE R ON S BROAD ST R ON MECKLENBURG HIGHWAY TO SPLICE POINT AT TIMBER RD AND MECKLENBURG HIGHWAY THERE IT TRANSITIONS INTO 288 CT FIBER THAT GOES TO DAVIDSON HUB COONNECTS THROUGH TO CORNELIUS POLICE DEPARTMENT AT 21440 CATAWBA AVE, CORNELIUS, NC	4	63,284	
				BRANCHES OFF 288 CT ON MECKLENBURG HIGHWAY R ON LANGTREE RD TO INTERSECTION OF N BOUND I-77 OFF RAMP TOTAL FOOTAGE:7,920'
54 CT	HEADEND TO W LOWRANCE AVE// L ON S ACADEMY ST R ON W LOWRANCE L ON GOLF COURSE DR TO CLUBHOUSE ALSO BRANCHES OFF W LOWRANCE AVE R ON S BROAD R ON MECKLENBURG HIGHWAY L ON DOSTER L ON SUMMER R ON E BRAWLEY AVE	5	12,300	
432 CT	432 COUNT FIBER FROM HEADEND TO CORNER OF FAIRVIEW RD AND CENTRE CHURCH RD SPLICE POINT// R ON S ACADEMY ST L ON W WILSON AVE L ON CHARLOTTE HIGHWAY L ON MEDICAL PARK DR L ON CENTRE CHURCH RD TO SPLICE POINT AT FAIRVIEW RD AND CENTRE CHURCH RD	1	25,567	

A	B	C	D	E
FIBER CT	ROUTE OF FIBER	# OF FIBERS IN USE	SHEATH FOOTAGE	FIBER CT WITH AVAILABLE 6 UNUSED
96 CT	CONTINUUM HEADEND TO MOORESVILLE TOWN HALL// FIRST 72 DEDICATED TO TOM LAST 24 SPARE FOR CONTINUUM// R ON S ACADEMY ST R ON W WILSON AVE TO E WILSON AVE L ON S CHURCH ST TO N CHURCH ST R TO E IREDELL AVE L ON INSTITUTE AVE TO BACK OF TOWN HALL	72	9,130	
12 CT	HEADEND TO MOORE PARK BUILDING /// L ON S ACADEMY L ON W LOWRANCE TO BACK OF MOORE PARK SCORE BUILDING	2	5,000	
		TOTAL FOOTAGE	353,497	94,836'
		TOTAL MILEAGE	66.95	17.96

- Additionally, in Continuum 48 count or higher fibers within Town boundaries where the Town is not currently using 6 fiber strands, the Town has the right to put up to 6 fiber strands into future use upon payment of customary splicing fees (as set forth in Column E above).
- One route extends from within the Town to the Town of Cornelius.

EXHIBIT G

Davidson IRU Term Sheet

(See Attached)

Davidson - Continuum Term Sheet

This term sheet outlines the terms and conditions of agreements (“Agreements”) that the Town of Davidson (the “Town”) and MI-Connection Communications System (d/b/a/ Continuum) (“Continuum”) intend to negotiate in order to memorialize the previous grant of an IRU by Continuum to the Town, to provide for the future maintenance of the IRU (the “Commercial Relationship”).

Except with respect to references to the previous grant of an IRU, this term sheet is an expression of intention only and is not to be construed as a binding agreement. The Town and Continuum agree to use commercially reasonable efforts to enter into Agreements with the terms set forth below and other customary market terms in order to provide for the Commercial Relationship.

1. IRU Fibers

The IRU consists of the fiber strands having the specifications set forth on Schedule A (the “Town Fibers”). Except as otherwise set forth on Schedule A, all of the Town Fibers shall have start points and end points within Town boundaries or extra-territorial jurisdictions.

The Town Fibers are solely for the use of the Towns to connect Town buildings and other Town facilities, and are not for resale in any manner.

Additional fiber on newly constructed fiber along public roadways (not within housing subdivisions) will be made available by Continuum at market rates to connect Town buildings and other Town facilities if Continuum has sufficient fiber available in the conduit (the “Additional Town Fibers”).

2. IRU Term

IRU Term - 10 Years with an option by the Town to renew for two additional 10 year terms. Should any Town Fibers or Additional Town Fibers no longer be in working condition and Continuum does not desire to replace them, the Town will have the right to take possession of and maintain such Town Fibers or Additional Town Fibers without any cost to purchase from Continuum; provided, however, the parties shall negotiate in good faith the terms of any such transfer, including the logistics and any other terms pertaining to the physical transfer.

3. IRU Fees
 - None for the Town Fibers that are currently in use by the Towns.
 - Customary splicing fees to put into use Town Fibers not currently in use.
 - Market rates for Additional Town Fibers.
4. Maintenance Services

Continuum shall provide maintenance services for the Town Fibers and the Additional Town Fibers, that are consistent with customary market practices.
5. Maintenance Fees

Commencing July 1, 2020, the Town shall pay maintenance fees to Continuum for the Town Fibers, irrespective of whether any Town Fibers are not then currently in use, at the rate of \$45 per Town Fiber route mile per month.
6. Successor

In connection with a transaction in which Continuum sells all or substantially all of its assets, Continuum shall cause the purchaser to assume the Commercial Relationship as set forth in this Term Sheet and the Agreements.

[Remainder of page intentionally left blank]

SCHEDULE A

Town Fibers

- The Town IRU covers the following fiber strands:

A	B	C	D	E
FIBER CT	ROUTE OF FIBER	# OF FIBERS IN USE	SHEATH FOOTAGE	FIBER CT WITH AVAILABLE 6 UNUSED
348 CT	DAVIDSON HUB TO MOORESVILLE HEADEND/// R ON GAMBLE ST R ON SLOAN ST L ON WATSON ST L ON ARMOUR ST R ON BEATY ST L ON MECKLENBURG HIGHWAY TO SPLICE POINT AT BRIDGES FARM RD THEN TIES TO 288 TO MOORESVILLE HEADEND	2	33,693'	BRANCHES OFF FROM 348 CT AT SPLICE POINT AT D005 GOES TO SPLICE POINT D004 BOTH ON ARMOUR ST TOTAL FOOTAGE: 2228'
12 CT	DAVIDSON HUB TO DAVIDSON TOWN HALL/// L ON W WALNUT ST L ON POTTS TO REAR EASEMENT TO EDEN AVE R TO DEPOT ST R ON JACKSON ST TO BACK OF TOWNHALL	6	4,500'	
42 CT	DAVIDSON HUB TO PARKS AND REC BUILDING/// L ON W WALNUT ST L ON POTTS TO REAR EASEMENT TO EDEN AVE R TO DEPOT ST R ON S MAIN ST L ON DAVIDSON CONCORD RD R ON WOODLAND ST R ON SPRING ST L ON SOUTH ST TO JUST PAST 627 SOUTH ST	2	12,490'	BRANCHES OFF 42 CT AT SPLICE POINT @ D023 AT THE CORNER OF SOUTH ST AND SPRING ST GO NORTH ON SOUTH ST L ON WALNUT ST L ON S MAIN ST TO SPLICE POINT AT D016 JUST PAST 452 S. MAIN ST TOTAL FOOTAGE: 3,386'
				120 CT FIBER FROM DAVIDSON HUB TO D034 SPLICE POINT AT INTERSECTION OF GOODRUM RD AND N HARBOUR PLACE TOTAL FOOTAGE: 8,300'
				BRANCHES OFF 120 CT FIBER SPLICE POINT AT D003 AT GRIFFITH ST AND JETTON N ON JETTON ST TO SPLICE POINT AT JETTON AND HARBOR PARK DR. TOTAL FOOTAGE: 1,543'

A	B	C	D	E
FIBER CT	ROUTE OF FIBER	# OF FIBERS IN USE	SHEATH FOOTAGE	FIBER CT WITH AVAILABLE 6 UNUSED
				432 CT FIBER FROM DAVIDSON HUB TO END OF DAVIDSON- CONCORD RD. AND HIGHWAY 73)SAM FURR RD. SPLICE POINT/// L ON W WALNUT ST L ON POTTS TO REAR EASEMENT TO EDEN AVE R TO DEPOT ST R ON S MAIN ST L ON DAVIDSON CONCORD RD TO END AT SPLICE POINT 2 POLES BEFORE SAM FURR RD TOTAL FOOTAGE: 29,791'
		TOTAL FOOTAGE:	50,691	45,248
		TOTAL MILEAGE:	9.6	8.6

Additionally, in Continuum 48 count or higher fibers within Town boundaries where the Town is not currently using 6 fiber strands, the Town has the right to put up to 6 fiber strands into future use upon payment of customary splicing fees (as set forth in Column E above).

- One route extends from within the Town to the Town of Mooresville.

EXHIBIT H

Form of Ballot Language

NOVEMBER 5, 2019, REFERENDUM

DRAFT BALLOT LANGUAGE

FOR

AGAINST

The sale of the communication system known as Continuum and related assets to [Buyer] on terms approved by the Boards of Commissioners of the Town of Mooresville and the Town of Davidson, including a total purchase price of \$80 million, subject to adjustments, escrows, and provisions obligating the Towns of Mooresville and Davidson to indemnify the buyer for certain losses caused by breaches of warranties and representations or excluded liabilities. The complete terms of sale are contained in an Asset Purchase Agreement which is available for review at the Mooresville Town Hall [Davidson] and online at <www.mooresvillenc.gov/_____>. The proceeds of sale will be used to satisfy the balance due on the installment financings of approximately \$_____ and other obligations, and the remainder will go to the Towns of Mooresville and Davidson