TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	10/07/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Chester Telephone Company		10/07/2019	Corporation: SOUTH CAROLINA

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
TruVista Communications, Inc.	10/07/2019	Corporation: SOUTH CAROLINA

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	TruVista Communications, Inc.
Street Address:	112 York Street
City:	Chester
State/Country:	SOUTH CAROLINA
Postal Code:	29706
Entity Type:	Corporation: SOUTH CAROLINA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5726331	TRUVISTA
Registration Number:	3383022	TRUVISTA
Serial Number:	88073391	TRUVISTA CONNECTING WHAT MATTERS

CH $90.00 5726331

CORRESPONDENCE DATA

Fax Number: 6179518736

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6173417729
Email: katarzyna.gaysunas@morganlewis.com
Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal St
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas

SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	01/09/2020

Total Attachments: 87
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Exhibit A-2

Certificate of Merger

[Please see attached.]

File ID: 191007-0917360
Filing Date: 10/07/2019

STATE OF SOUTH CAROLINA

SECRETARY OF STATE
ARTICLES OF MERGER
Corporation and Limited Liability Company

Pursuant to Sections 33-11-105 and 33-44-905 of the 1976 S.C. Code of Laws, as amended, the undersigned as the surviving corporation in a merger, hereby submits the following information:

1. The name of the surviving corporation is: **The Chester Telephone Company**

2. Attached hereto and made a part hereof is a copy of the Plan of Merger.

3. *(a)* Name of the corporation: **The Chester Telephone Company**

The Plan of Merger attached hereto was duly approved by the shareholders of the corporation as follows:

(i) Voting Group: Common

(ii) Number Outstanding: 980,337

(iii) Number of Votes Entitled to be Cast: 980,337

(iv) Number of Votes Represented at Meeting: 892,053

(v) Total Number of Votes cast in favor of the Plan of Merger, which number was sufficient to approve the Plan of Merger: 889,725

(b) Name of the limited liability company: **York Telecoms Operations LLC**

(i) Date its articles of organization were filed: April 12, 2019

(ii) Jurisdiction of formation: South Carolina

(iii) The Plan of Merger was duly approved by the managers and sole member of the limited liability company.

4. Effective upon filing.

Name of the surviving corporation: **The Chester Telephone Company**

Signature: J. Brian Singleton

Print Name J. Brian Singleton

Office: Chief Executive Officer

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Confidential
Execution Version

AGREEMENT AND PLAN OF MERGER

By and Among

YORK TELECOMS HOLDINGS US L.P.,

YORK TELECOMS OPERATIONS LLC,

And

THE CHESTER TELEPHONE COMPANY

Dated as of April 17, 2019

TABLE OF CONTENTS

ARTICLE 8
COVENANTS OF PARENT AND THE COMPANY

ARTICLE 9
CONDITIONS TO THE MERGER

ARTICLE 10
TERMINATION

ARTICLE 11

MISCELLANEOUS

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of April 17, 2019 (together with the exhibits and schedules hereto, this "**Agreement**"), is made by and among York Telecoms Holdings US L.P., a Delaware limited partnership ("**Parent**"); York Telecoms Operations LLC, a South Carolina limited liability company and a wholly owned subsidiary of Parent ("**Merger Sub**"); and The Chester Telephone Company, a South Carolina corporation, d/b/a TruVista Communications (the "**Company**").

W I T N E S S E T H :

WHEREAS, the Board of Directors of the Company and the Board of Managers of Merger Sub have approved and deemed it advisable that the stockholders of the Company and the member of Merger Sub approve and adopt this Agreement pursuant to which, among other things, Parent would acquire the Company by means of a merger of Merger Sub with and into the Company on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, concurrently with the execution of this Agreement by Merger Sub, the member of Merger Sub has approved and adopted this Agreement.

WHEREAS, concurrently with the execution and delivery of this Agreement, each of the shareholders of the Company listed on Schedule I hereto have entered into the Voting and Support Agreement in the form attached hereto as Exhibit A (the "**Voting Agreement**"), pursuant to which and subject to the terms thereof, among other things, such Persons are agreeing to vote the shares of Company Stock (as defined herein) owned by them in favor of the approval of this Agreement and the Merger, and to take certain other actions in furtherance of the transactions contemplated by this Agreement.

WHEREAS, concurrently with the execution and delivery of this Agreement, each of the Rollover Shareholders is entering into a Contribution Agreement (as defined herein) pursuant to which such Rollover Shareholder is agreeing, among other things, to contribute their Rollover Shares to Parent immediately prior to the Effective Time of the Merger in exchange for equity in Parent, on the terms and subject to the conditions set forth in the applicable Contribution Agreement and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions.* (a) As used herein, the following terms have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly "controlling", "controlled" by, or under common "control" with such Person, where "control"

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

"**Applicable Contract**" means any Contract (a) under which any TruVista Company has or could acquire any rights, (b) under which any TruVista Company has or could become subject to any obligation or liability, or (c) by which any TruVista Company or any assets owned or used by it is or could become bound.

"**Applicable Law**" means, with respect to any Person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person or any of its Subsidiaries or any assets owned or used by such Person or any of its Subsidiaries or the conduct of their respective businesses, as amended unless expressly specified otherwise.

"**Balance Sheet**" means the audited consolidated balance sheet of the Company and its Subsidiaries as of the Balance Sheet Date and the footnotes thereto.

"**Balance Sheet Date**" means December 31, 2018.

"**Business**" means the provision of local exchange, interexchange and wireless voice and data services as well as commercial video programming and high-speed Internet to wholesale, commercial and retail customers.

"**Business Day**" means a day, other than Saturday, Sunday or other day on which commercial banks in any of Columbia, South Carolina, London, United Kingdom, or New York, New York are authorized or required by Applicable Law to close.

"CFIUS" means the Committee on Foreign Investment in the United States and each member agency thereof acting in such capacity.

"CFIUS Approval" means (i) CFIUS has concluded that none of the transactions contemplated hereunder are a "covered transaction" and not subject to review under Exon-Florio; (ii) CFIUS has issued a written notice that it has completed a review or investigation of the notification voluntarily provided pursuant to Exon-Florio with respect to the transactions contemplated by this Agreement, and has concluded all action under Exon-Florio; or (iii) if CFIUS has sent a report to the President of the United States requesting the President's decision and (x) the President has announced a decision not to take any action to suspend or prohibit the transactions contemplated by this Agreement or (y) having received a report from CFIUS requesting the President's decision, the President has not taken any action after 15 days from the date the President received such report from CFIUS.

"**Closing Date Payment Amount**" means (i) the Purchase Price minus (ii) the Rollover Amount.

"**Closing Date Per Share Amount**" means the (i) Closing Date Payment Amount divided by (ii) (A) the Fully Diluted Share Number minus (B) the Rollover Shares.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Communications Act**" means the Communications Act of 1934, including the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996.

"**Company Disclosure Letter**" means the confidential Disclosure Letter dated the date of this Agreement delivered by the Company to Parent and Merger Sub.

"**Company Stock**" means the issued and outstanding shares of common stock in the Company.

"**Consent**" means any approval, consent, ratification, waiver or other authorization.

"**Contract**" means any legally binding agreement, contract, lease, license, consensual obligation, promise, commitment, or undertaking (whether written or oral and whether express or implied).

"**Contribution Agreements**" means the Contribution and Exchange Agreements dated the date hereof by and between Parent and each of the Rollover Shareholders.

"**Data Room**" means the Intralinks electronic documentation site located at https://services.intralinks.com/web/index.html?_ga=2.74876114.1724473984.1555270763-2108903240.1555270763#workspace/6651705/documents.

"**Environment**" means soil, land surface and subsurface strata, surface waters (including navigable and nonnavigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, ambient air (indoor air), plant and animal life, and any other environmental medium or natural resource.

"**Environmental Law**" means any Applicable Law relating to pollution, preservation, remediation or protection of the Environment (including ambient air, vapor, surface water, ground water, land surface or subsurface strata, and natural resources), including all laws relating to (i) Releases or Threats of Release of, or exposure to, Hazardous Substances, (ii) the manufacture, processing, distribution, use, treatment, generation, storage, containment, transport or handling of Hazardous Substances, (iii) recordkeeping, notification, disclosure, or reporting requirements regarding Hazardous Substances, (iv) endangered or threatened species of fish, wildlife and plants, and the management or use of natural resources, and (v) the preservation of the Environment or mitigation of adverse effects on or to human health or the Environment.

"**Environmental Liability**" means any indebtedness, Loss, damage, fine, penalty, cost, expense, deficiency or responsibility, whether known or unknown, arising under, based on, or relating to any Environmental Law, whether based on negligence, strict liability or otherwise, including liability or responsibility for the costs of enforcement proceedings, investigations,

governmental response, removal, remediation, cleanup, restoration, abatement, monitoring, personal injury, property damage, medical monitoring, penalties, contribution, indemnification, injunctive relief, natural resource damages, court costs, and reasonable attorneys' fees.

"**ERISA**" means the Employee Retirement Income Security Act of 1974.

"**ERISA Affiliate**" means, with respect to any Person, any Affiliate which, together with such Person, is treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

"**Exchange Act**" means the Securities Exchange Act of 1934.

"**Exon-Florio**" means Section 721 of the Defense Production Act of 1950, as amended (50 U.S.C. §4565), and all rules and regulations thereunder, including those codified at 31 C.F.R. Parts 800 and 801.

"**FCC**" means the Federal Communications Commission.

"**FCC Consent**" means any required Consent of the FCC to the transfer, assignment or change in control of the FCC Licenses pursuant to this Agreement (including any approvals from the Team Telecom Agencies).

"**FCC Licenses**" means any Permit issued by the FCC.

"**Fiber**" means fiber optic cabling and conduits (or usage rights thereto).

"**Fully Diluted Share Number**" means the number of shares of Company Stock outstanding immediately prior to the Effective Time, including the Rollover Shares, plus, if applicable, the total number of shares of Company Stock issuable upon exercise in full of all options and warrants outstanding immediately prior to the Effective Time, and excluding all shares of Company Stock held in treasury of the Company.

"**GAAP**" means generally accepted accounting principles in the United States.

"**Governmental Authority**" means any transnational, domestic or foreign federal, state, municipal or local governmental authority or instrumentality, including any regulatory or administrative agency, department, bureau, commission (including any state public utilities commission or local franchising authority), board, official, court, legislature, tribunal, arbitrator or mediator.

"**Hazardous Substance**" means any substance, material, or waste that is or will foreseeably be regulated by any Governmental Authority, including any material, substance, or waste that is defined or classified as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "pollutant," "restricted hazardous waste," "contaminant," "toxic waste," "pollutant," or "toxic substance" under any provision of Environmental Law, including petroleum, petroleum products, asbestos, presumed asbestos-

containing material or asbestos-containing material, urea formaldehyde, or polychlorinated biphenyls.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"**Immediate Family**" means, as to an individual, the individual's spouse, parents, children, grandparents, grandchildren and siblings, including adoptive relationships and relationships through marriage, or any other relative of such individual that resides with such individual.

"**Indebtedness**" means (i) any indebtedness for money borrowed by the TruVista Companies (whether current, short-term or long-term, secured or unsecured), (ii) any indebtedness of the TruVista Companies evidenced by any note, bond, debenture or other security or similar instrument, (iii) any liability of the TruVista Companies with respect to interest rate or currency swaps, collars, caps and similar hedging obligations, (iv) any liabilities of the TruVista Companies for the deferred purchase price of property or other assets (including "earn-out" or similar payments), (v) any liabilities of the TruVista Companies in respect of any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which liabilities are required to be classified and accounted for under GAAP as capital leases, (vi) any obligations of the TruVista Companies under any performance bond or letter of credit or any bank overdrafts and similar charges, (vii) all accrued interest, premiums, penalties and other obligations relating to the foregoing, (viii) any liabilities of the TruVista Companies in respect of any Proceeding against any of the TruVista Companies or any of their respective properties or assets that is settled or judicially determined as of the date of this Agreement, (ix) any liabilities of the TruVista Companies in respect of any "change-of-control" or similar Contracts, whether or not such liabilities are due as of the date hereof, or (x) any indebtedness referred to in clauses (i) through (ix) above of any Person that is either guaranteed (including under any "keep well" or similar arrangement) by, or secured (including under any performance bond, letter of credit, banker's acceptance or similar credit transaction) by any Lien upon any property or asset owned by any TruVista Company. Indebtedness shall also include accrued interest and any prepayment penalties, "breakage costs," redemption fees, costs and expenses or premiums and other amounts owing pursuant to the instruments evidencing any of the foregoing, assuming that it is repaid on or prior to the Closing Date. For clarity, Indebtedness does not include any amounts payable by a TruVista Company pursuant to a Spirit Contract.

"**Indebtedness Amount**" means $1,625,000.00, which is the amount of the Company's outstanding Indebtedness as of December 31, 2018.

"**Intellectual Property**" means any (i) inventions (whether patentable or not), conceptions, invention disclosures, industrial designs, industrial models, improvements, proprietary information, know how, technology, methods, processes, technical data and customer lists, and all documentation relating to any of the foregoing, (ii) non-public business, technical, and customer information, network schematics and maps, and other non-public information, (iii) works of authorship (including computer programs, software, and firmware, including source code, object code, and scripts), computer program architecture and files, business records and files, schematics, drawings, and diagrams, development tools and other documentation in whatever media, (iv) marketing materials or other materials containing representations of trademarks, logos, service

marks, service names, trade names, and trade dress, domain names and URLs, (v) databases and data collections and (vi) any similar or equivalent embodiments, representations or manifestations of Intellectual Property Rights.

"**Intellectual Property Rights**" means any or all of the following and all worldwide common law and statutory rights in, arising out of, or associated therewith: (i) patents and applications therefor and all reissues, divisionals, renewals, extensions, substitutions, continuations, and continuations in-part thereof; (ii) copyright rights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world including moral and economic rights of authors and inventors, however denominated; (iii) industrial design registrations and industrial model registrations and any applications therefor; (iv) rights in trade names, service names, logos, common law trademarks, service marks, trade dresses, social and mobile media identifiers and domain names, and trademark and service mark registrations and applications therefore, and all goodwill associated therewith; (v) trade secret rights (including, those trade secret rights defined in the South Carolina Trade Secrets Act, Section 39-8-10 *et seq.* of the Code of Laws of South Carolina, 1976, and under corresponding foreign statutory and common law), and rights to limit the use or disclosure thereof by any Person; and (vi) any similar or equivalent proprietary or intellectual property rights to any of the foregoing (as applicable), whether now known or hereafter recognized in any jurisdiction.

"**IRS**" means the Internal Revenue Service.

"**Knowledge**" —

(i) An individual will be deemed to have Knowledge of a particular fact or other matter if that individual is aware of that fact or matter after due inquiry.

(ii) A Person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a manager, director, executive officer, or general partner of that Person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in clause (i) above).

"**Knowledge of the Company**" means the Knowledge of J. Brian Singleton, David H. Brunt, Carla J. French and Allison A. Jakubecy, after due inquiry.

"**Knowledge of Parent**" means Knowledge of Parent or any of its Subsidiaries.

"**Leakage**" means any of the following (in each case, except to the extent of Permitted Leakage):

(i) any dividend or other distribution (whether in cash, shares or in kind) declared, paid or made by the Company or any of its Subsidiaries (other than dividends or distributions to the Company) to any Shareholder or a Related Person of any Shareholder;

(ii) any payments made or agreed to be made by the Company or any of its Subsidiaries to any Shareholder or any Related Person of any Shareholder in respect of any capital

stock or other securities of the Company or any of its Subsidiaries (other than payments to the Company) being issued, redeemed, purchased or repaid, or any other return of capital;

(iii) any payment of any other nature made by the Company or any of its Subsidiaries to or for the benefit of any Shareholder or a Related Person of any Shareholder (including royalty payments, management fees, monitoring fees, interest payments, loan payments, service or directors' fees, bonuses or other compensation of any kind), other than (A) payments of compensation to employees or independent contracts of a TruVista Company in the Ordinary Course of Business, (B) payments of directors' fees in the Ordinary Course of Business and (C) payments under any Contract or other arm's length arrangement between a Shareholder and a TruVista Company and either (x) entered into prior to the date of this Agreement in the Ordinary Course of Business or (y) if entered into after the date of this Agreement, would not give rise to a breach of any other provision of this Agreement;

(iv) any transfer or surrender of assets, rights or other benefits by the Company or any of its Subsidiaries to or for the benefit of any Shareholder or a Related Person of any Shareholder, other than any such transfer pursuant to a Contract or other arm's length arrangement between a Shareholder and a TruVista Company and either (x) entered into prior to the date of this Agreement in the Ordinary Course of Business or (y) if entered into after the date of this Agreement, would not give rise to a breach of any other provision of this Agreement;

(v) the Company or any of its Subsidiaries assuming or incurring any liability or obligation for the benefit of any Shareholder or a Related Person of any Shareholder, other than any incurrence of an obligation pursuant to a Contract or other arm's length arrangement between a Shareholder and a TruVista Company and either (x) entered into prior to the date of this Agreement in the Ordinary Course of Business or (y) if entered into after the date of this Agreement, would not give rise to a breach of any other provision of this Agreement;

(vi) the provision of any guarantee or indemnity or the creation of any Lien by the Company or any of its Subsidiaries in favor, or for the benefit, of any Shareholder or a Related Person of any Shareholder;

(vii) any waiver, discount, deferral, release or discharge by the Company or any of its Subsidiaries of: (A) any amount, obligation or liability owed to it by any Shareholder or a Related Person of any Shareholder; or (B) any claim against any Shareholder or a Related Person of any Shareholder, other than any such waivers, discounts, deferrals, releases or discharges in the Ordinary Course of Business;

(viii) any Tax liability incurred by the Company as a result of the occurrence of any of those matters set out in clauses (i) through (vii) above;

(ix) any Transaction Expenses (other than any Transaction Expenses that are paid from Permitted Leakage or as a reduction of the Purchase Price); and

(x) any agreement, arrangement or other commitment by the Company or any of its Subsidiaries to do or give effect to any of the foregoing.

"**Leakage Closing Adjustment Amount**" means the amount of Leakage (if any) from the Balance Sheet Date to the Closing Date.

"**Leased Real Property**" means all real property other than Owned Real Property which any TruVista Company is occupying or using under an oral or written lease agreement, together with all buildings and other structures, facilities or improvements located thereon, all fixtures, systems, equipment and items of personal property owned or leased by any TruVista Company attached or appurtenant thereto, and all easements, licenses, rights and appurtenances necessary for the utilization of the Leased Real Property in the Ordinary Course of Business, but excluding all Network Underlying Rights.

"**Licensed Company IP**" means all Intellectual Property and Intellectual Property Rights owned by a third party and licensed or sublicensed to any TruVista Company or for which any TruVista Company has obtained a covenant not to be sued.

"**Lien**" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance, equitable or other interest, option, right of way, easement, encroachment, servitude, right of first option, right of first refusal, or similar restriction or other adverse claim of any kind in respect of such property or asset, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership. For purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

"**Loss**" means any cost, loss, liability, obligation, claim, cause of action, damage, deficiency, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses), fine, penalty, judgment, award, or assessment.

"**Material Adverse Effect**" means, any result, occurrence, fact, change, event, circumstance, condition or effect that is, or could reasonably be expected to, individually or in the aggregate with all other results, occurrences, facts, changes, events, circumstances, conditions or effects (a) be materially adverse to the condition (financial or other), capitalization, business, assets, liabilities or results of operations of the Company and its Subsidiaries, taken as a whole, excluding any effect resulting from (i) changes in Applicable Law or GAAP, or changes in the regulatory accounting requirements generally applicable to any industry in which the Company and its Subsidiaries operate, (ii) changes in the financial or securities markets, availability of financing generally, prevailing interest rates or the credit market generally, or economic, regulatory or political conditions generally, (iii) changes or conditions generally affecting the industry in which the Company and its Subsidiaries operate, (iv) an act of terrorism or an outbreak or escalation of hostilities or war (whether declared or not declared) or earthquakes, any weather-related or other force majeure events or natural disasters or any national or international calamity or crisis (in the cases of clauses (i)–(iv), that does not disproportionately affect the Company and its Subsidiaries in relation to other companies in the industry in which the Company and its Subsidiaries operate), (v) the announcement or execution of this Agreement or the public announcement or pendency of the Merger or the other transactions contemplated by this Agreement (it being understood that this clause (v) shall not apply to a breach of any representation

or warranty related to the execution, announcement or consummation of the transactions contemplated hereby or by the other Transaction Documents), (vi) any failure in and of itself of the Company and its Subsidiaries to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period (for the avoidance of doubt, a result, occurrence, fact, change, event, circumstance, condition or effect underlying any such failure may be taken into account in determining whether, individually or together with all other changes, events, conditions, circumstances and effects, a Material Adverse Effect has occurred) or (b) materially delay or materially impair the ability of the Company to consummate the transactions contemplated by this Agreement.

"**Material Network Agreement**" means any Network Agreement (as defined below) that is material to the Business, or which requires an annual expenditure by a TruVista Company in excess of $100,000.

"**Network Agreements**" means each (a) indefeasible-right-of-use ("**IRU**"), Fiber lease, license or similar right to use dark or lit Network Fiber to which any TruVista Company is a recipient of the IRU, leased or licensed Fiber or similar right; (b) underlying right, easement, right-of-way, license, pole attachment agreement, colocation, interconnection or other agreement permitting or requiring the laying, building, operation or placement of cable, wires, conduits or other equipment or facilities over land, underground or in any third party location (the rights described in clauses (a) and (b), the "**Network Underlying Rights**"); (c) other than Network Underlying Rights, each franchise agreement or similar agreement under which the Company is authorized or permitted to place, keep or otherwise locate cable, wires, conduits or other equipment or facilities in or on public property owned or otherwise held by a municipality or similar Governmental Authority, but for clarity excluding business licenses and construction Permits; (d) each agreement under which Network Facilities are serviced, maintained or purchased and (e) each amendment, modification or supplement to the agreements described in (a) through (d).

"**Network Facilities**" means all of the telecommunications equipment used by the Company to provide telecommunications services on or over the Network, including fiber optic, coaxial and copper cabling and other fixed wired and wireless network-related assets and telecommunications equipment used by the Company to carry out its business as presently conducted, whether owned or leased by the Company and irrespective of whether they are located on public or private property, including wires, cables, conduits, poles, antennas, microwave transmission equipment, junction boxes, manholes, hand holes, connecting equipment and electronics.

"**Network Fiber**" means all fiber optic strands in which the Company holds an ownership leasehold, license or IRU interest, excluding cross-connections, tie cables, and intra-building fiber.

"**Occupational Safety and Health Law**" means any Applicable Law designed to promote safe and healthful working conditions and to reduce occupational safety and health hazards, including the Occupational Safety and Health Act, and any program, whether governmental or private (such as those promulgated or sponsored by industry associations and insurance companies), designed to promote safe and healthful working conditions.

"**Order**" means any order, injunction, judgment, decree, ruling, assessment, or arbitration award of any Governmental Authority or arbitrator.

"**Ordinary Course of Business**" means, with respect to an action taken by any Person, an action that (i) is consistent in nature, scope, and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person, (ii) does not require authorization by the board of directors of such Person (or by any Person or group of Persons exercising similar authority) and (iii) does not involve violation of Applicable Law or breach of Contract.

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

"Owned Company IP" means all Intellectual Property and Intellectual Property Rights that are owned or purported to be owned by any TruVista Company and are material to the conduct of the Business of any TruVista Company as currently conducted.

"**Parent Disclosure Letter**" means the confidential Disclosure Letter regarding this Agreement that has been provided by Parent to the Company.

"**Payoff Letters**" means pay-off letters in forms reasonably satisfactory to Parent with respect to the payoff amounts for (a) the Company's existing revolving and term loans with CoBank, ACB and (b) any other Indebtedness as of the Closing, in each case, which pay-off letters shall specify that all liens and guarantees related to such Indebtedness shall be terminated and released upon satisfaction of the conditions specified therein.

"**Per Share Purchase Price**" means (i) the Purchase Price divided by (ii) the Fully Diluted Share Number.

"**Permit**" means any (i) Consent, license, authorization, certificate, clearance, registration, franchise (including as defined in the Communications Act), waiver, approval or permit issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Applicable Law; or (ii) right under any contract with any Governmental Authority.

"**Permitted Leakage**" means each and any of the payments or other matters set forth on Section 6.01(i) to the Company Disclosure Letter or any other payment, accrual, transfer of assets or assumption of liability by the Company or any of the Subsidiaries which Parent has expressly approved in writing.

"**Permitted Liens**" means (i) Liens for Taxes, assessments and similar charges that are not yet due or are being contested in good faith (provided that appropriate reserves required pursuant to GAAP have been made in respect thereof); (ii) mechanic's, materialman's, carrier's, repairer's and other similar Liens arising or incurred in the Ordinary Course of Business or that are not yet due and payable or are being contested in good faith (provided that appropriate reserves required pursuant to GAAP have been made); (iii) statutory or contractual Liens of landlords or Liens on landlord's or prior landlord's interests; (iv) Liens arising from zoning, building codes and other land use laws regulating use or occupancy of real property or activities conducted thereon which are not violated by the current use or occupancy of such real property or activities conducted thereon; or (v) Liens arising from easements, or other irregularities in title or restrictions or covenants of record which do not materially impair the current use or occupancy of the Real Property by the TruVista Companies in the Ordinary Course of Business.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Proceeding**" means any action, arbitration, mediation, audit, hearing, investigation, inquiry, litigation, claim, dispute, settlement or suit or other proceeding (whether civil, criminal, administrative, judicial, or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator or similar body.

"**Purchase Price**" means $162,686,795 minus (i) the Indebtedness Amount, minus (ii) the Leakage Closing Adjustment Amount (if any), and minus (iii) the amount of Transaction Expenses that are unpaid as of the Closing Date

"**R&W Insurance Policy**" means the insurance policy obtained by Parent which shall be effective as of the date of this Agreement and shall provide coverage for breaches of representations and warranties of the Company.

"**Registered IP**" means all Intellectual Property and Intellectual Property Rights that are patented, registered, or issued under the authority of any Governmental Authority.

"**Related Person**"—

(i) With respect to an individual, "Related Person" means (a) each other member of such individual's Immediate Family; (b) any Person that is directly or indirectly controlled by such individual or any one or more members of such individual's Immediate Family; (c) any Person with respect to which one or more members of such individual's Immediate Family serves as a director, officer, partner, manager, executor, or trustee (or in a similar capacity).

(ii) With respect to a Person other than an individual, "Related Person" means (a) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with, such specified Person; (b) each Person that serves as a director, officer, general partner, manager, executor, or trustee of such specified Person (or in a similar capacity); (c) any Person in which such specified Person holds a Material Interest;

and (d) any Person with respect to which such specified Person serves as a general partner, manager, or a trustee (or in a similar capacity).

(iii) For purposes of this definition, (a) "control" (including "controlling," "controlled by," and "under common control with") means the possession of the power, directly or indirectly, to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and (b) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of voting securities or other voting interests representing at least 10% of the outstanding voting power of a Person or equity securities representing at least 10% of the outstanding equity interests in a Person.

"**Release**" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration on or into the Environment, or into or out of any property.

"**Representatives**" means, with respect to any Person, any directors, officers, agents and advisors (including, without limitation, investment bankers, financial advisors, attorneys, and accountants) of such Person.

"**Rollover Amount**" means an amount equal to the aggregate number of Rollover Shares exchanged by the Rollover Shareholders multiplied by the Per Share Purchase Price.

"**Rollover Equity**" means the units of equity interests in Parent issued by Parent to the Rollover Shareholders in exchange for the Rollover Shares in accordance with the terms of the Contribution Agreement.

"**Rollover Shareholders**" means each of Brian Singleton, David Brunt, Carla French and Alison Jakubecy.

"**Rollover Shares**" means the aggregate number of shares of Company Stock to be contributed to Parent by the Rollover Shareholders pursuant to the Contributions Agreements, and subsequently cancelled in accordance with Section 2.03(b) of this Agreement.

"**SCBCA**" means the South Carolina Business Corporation Act of 1988, as amended.

"**Shareholder**" means a holder of Company Stock.

"**Spirit Contracts**" means the following: (i) Amended and Restated MSA Contract, dated as April 5, 2018, duly executed by SCTG, LLC d/b/a Spirit Communications ("Spirit") and the Company; (ii) Restated IRU, dated as of April 5, 2018, duly executed by Spirit and the Company; (iii) Capital Lease, dated as of April 5, 2018, duly executed by Spirit and the Company; and (iv) Noncompetition Agreement, dated as of April 5, 2018, duly executed by Spirit and the Company.

"**Spirit Purchase Agreement**" means the Membership Unit Purchase Agreement, dated as of August 4, 2017, by and among Clemson BidCo, LLC, SCTG, LLC, the members of SCTG, LLC and SC Broadband, LLC as the Sellers' Representative.

"**Subsidiary**" means, with respect to any Person, any entity (a) of which such Person or any other Subsidiary of such Person is a general partner (excluding partnerships, the general partnership interests of which held by such Person or any Subsidiary of such Person do not constitute a majority of the voting interests in such partnership) or (b) of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

"**Superior Proposal**" means an unsolicited bona fide written Acquisition Proposal relating to any direct or indirect acquisition or purchase of all of the outstanding shares of Company Stock or all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, in each case, that the Company Board of Directors determines in good faith after consultation with the Company's financial advisors and outside legal counsel is more favorable from a financial point of view, to the Shareholders than the Merger pursuant to this Agreement, taking into account the Person making the Acquisition Proposal and all legal, financial and regulatory aspects of the Acquisition Proposal (including the likelihood that such Acquisition Proposal would be consummated in accordance with its terms) and all other relevant circumstances' provided, however, that any such Acquisition Proposal shall not be deemed a Superior Proposal if any financing required to consummate the transactions contemplated by such Acquisition Proposal is not committed.

"**Tax**" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, Social Security, unemployment, disability, real property, personal property, sales, use, transfer, value added, unclaimed property liability, escheat liability, local telecommunications taxes, federal universal service fund fees, state universal service fund fees, 911 fees, concession, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge, or duty of any kind whatsoever and any interest, penalty, addition, or additional amount thereon imposed, assessed, or collected by or under the authority of any Governmental Authority or payable under any tax-sharing agreement or any other Contract.

"**Tax Return**" means any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Applicable Law relating to any Tax.

"Team Telecom Agencies" means the member agencies of the interagency group of the government of the United States that, among other things, reviews FCC applications for potential national security, law enforcement, and public interest concerns, and is comprised of staff from, among others, the Department of Homeland Security, the Department of Justice, including the Federal Bureau of Investigation, and the Department of Defense, as well as any successor group or other group within the government of the United States charged with performing such review.

"**Threat of Release**" means a reasonable possibility of a Release that could require action (including triggering notification or reporting under Environmental Law) in order to prevent or mitigate damage to the Environment that could result from such Release.

"**Transaction Documents**" means this Agreement, the Contribution Agreements, the Voting Agreement and each other agreement, document, certificate and instrument required to be delivered pursuant to this Agreement.

"**Transaction Expenses**" means (A) all fees and expenses incurred on or before the close of business on the Closing Date (or in respect of an arrangement entered into on or prior to the close of business on the Closing Date) and payable by or on behalf of, or paid or to be paid (whether or not accrued) by, any the Company or any of its Subsidiaries or any Person that the Company or any of its Subsidiaries pays or reimburses or is otherwise legally obligated to pay or reimburse to third parties in connection with the preparation, execution and consummation of the transactions contemplated by this Agreement or any process relating to the sale of the Company, including (i) costs, fees, expenses and disbursements of attorneys, accountants, investment bankers, auditors and other advisors and service providers, (ii) all brokers', finders' or similar fees payable as a result of the consummation of the transactions contemplated hereby, (iii) any retention, sale bonus, change in control bonus or similar bonus, compensation and/or severance payment which becomes payable to employees, directors, consultants, independent contractors or other service providers of the Company or any of its Subsidiaries by reason of the consummation of the transactions contemplated by this Agreement, including any payroll Taxes payable in connection therewith, (iv) any transfer, documentary, sales, use, stamp, registration and other such Taxes, and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement, and (B) 50% of the fees and premiums paid or to be paid or payable by Parent in connection with obtaining the R&W Insurance Policy, (C) 50% of the filing fee for any Notification and Report Form filed under the HSR Act, and (D) the cost of the director and officers' "tail" insurance policy to be obtained pursuant to Section 7.03(c).

"**Transaction Expenses Payoff Instructions**" means reasonably satisfactory documentation setting forth an itemized list of, and the amount of, Transaction Expenses that are unpaid as of the Closing Date, including the identity of each payee, dollar amounts owed, wire transfer instructions and any other information necessary to effect the final payment in full thereof, and copies of final invoices executed by each such payee acknowledging the invoiced amounts as full and final payment for all services rendered to the Company.

"**TruVista Companies**" means the Company and its Subsidiaries.

"**Willful Breach**" means, with respect to any breach or failure to perform any of the covenants or other agreements contained in this Agreement, a breach that is a consequence of an act or failure to act undertaken by the breaching party with actual knowledge that such party's act or failure to act would result in or constitute a breach of this Agreement. For the avoidance of doubt, the failure of a party hereto to consummate the Closing if, as and when required pursuant to Section 2.02(a), or, on the Closing Date, cause the Effective Time to occur pursuant to Section 2.02(c), shall be a Willful Breach of this Agreement.

(a) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Acquisition Proposal	6.04(h)
Agreement	Preamble
Alternative Acquisition Agreement	6.04(e)
Alternative Debt Financing	8.06(b)
Certificates	2.04(a)
Closing	2.02(a)
Closing Date	2.02(a)
Closing Payment Statement	2.09
Company	Preamble
Company Adverse Recommendation Change	6.04(e)
Company Board Recommendation	6.04(e)
Company Related Parties	10.02(b)
Company Securities	4.05(c)
Company Shareholder Approval	4.02(a)
Company Shareholder Meeting	6.03(a)
Company Stock Plans	2.08
Company Subsidiary Securities	4.06(b)
Confidentiality Agreement	6.02
Continuing Employee	7.04(a)
Costs	7.03(a)
Debt Financing	8.06
Debt Financing Commitment	8.06
Debt Financing Sources	8.06
D&O Insurance	7.03(c)
Dissenting Shares	2.05
Effective Time	2.02(c)
Employee Plan	4.20(a)
End Date	10.01(b)(i)
Equity Financing	5.06
Equity Financing Commitment	5.06
Exchange Agent	2.04(a)
Final Statement	2.09(e)
Financial Statements	4.07
Financing Commitment	5.06
Debt Financing Source	8.06(b)
Indemnified Parties	7.03(a)
IT Systems	4.18(f)
Leakage Statement	2.09(d)
Lease Agreements	4.12(b)
Material Contract	4.14(a)
Merger	2.01
Merger Consideration	2.03(a)

Term	Section
Merger Sub	Preamble
Network	4.26(a)
Notice of Recommendation Change	6.04(f)
Off-balance Sheet Arrangement	4.07(c)
Owned Real Property	4.12(a)
Parent	Preamble
Pension Plan	4.20(d)
Proxy Statement	4.13
PSCs	4.03
Regulatory Approvals	9.01(c)
Surviving Entity	2.01
Tail Period	7.03(c)
Termination Fee	10.02(b)
Top Customers	4.27
Top Suppliers	4.27
Uncertificated Shares	2.04(a)
Voting Agreement	Recitals

Section 1.02. *Other Definitional and Interpretative Provisions.* The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Use of the symbol $ or the word "dollars" shall mean US Dollars. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder, as amended except expressly specified otherwise. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and excluding or through and including such date, respectively. A reference to a list, or any like compilation (whether in the Company Disclosure Letter, the Parent Disclosure Letter or elsewhere), means that the item referred to is complete and correct. A reference to a copy or copies of any document, instrument, or agreement means a copy or copies that are true, complete and correct. Delivered to Parent shall mean made available in the Data Room not less than one Business Day prior to the date of this Agreement.

ARTICLE 2
THE MERGER

Section 2.01. *The Merger*. At the Effective Time, Merger Sub shall be merged with and into the Company (the "**Merger**"), whereupon the separate existence of Merger Sub shall cease, and the Company shall continue under the name "TruVista Communications, Inc." as the surviving entity (the "**Surviving Entity**").

Section 2.02. *Closing; Effective Time*.

(a) The closing of the Merger (the "**Closing**") shall take place at the offices of Burr & Forman LLP, 1221 Main Street, Suite 1800 Columbia, South Carolina, 29201 as soon as possible, but in any event no later than fifteen (15) Business Days after the date the conditions set forth in Article 9 (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permissible, waiver of those conditions at the Closing) have been satisfied or, to the extent permissible, waived by the party or parties entitled to the benefit of such conditions, or at such other place, at such other time or on such other date as Parent and the Company may mutually agree (the day on which the Closing actually occurs, the "**Closing Date**").

(b) At the Closing:

(i) Parent shall pay to the Exchange Agent an amount in immediately available funds equal to the Closing Date Payment Amount.

(ii) Parent shall pay to the Company an amount in immediately available funds equal to the Transaction Expenses that are unpaid as of the Closing Date.

(iii) The Company shall deliver to Parent a certificate signed by the Secretary of the Company, dated as of the Closing Date, certifying as to (i) the full force and effect of the Organizational Documents of the Company attached to such certificate as exhibits and (ii) the resolutions adopted by the Board of Directors of the Company and the shareholders of the Company, each regarding this Agreement, the Merger and the transactions contemplated hereby and attached as exhibits to such certificate.

(iv) The Company shall deliver to Parent a certificate of existence or good standing certificate of the Company and each of its Subsidiaries dated within five (5) Business Days of the Closing Date.

(v) The Company shall make such other deliveries and take such other actions as are contemplated by this Agreement to be made or taken by it at or before the Closing and which have not previously been made or taken.

(c) Upon the Closing, the Company and Merger Sub shall file articles of merger with the South Carolina Secretary of State and make all other filings or recordings required by South Carolina law in connection with the Merger. The Merger shall become effective at such time (the "**Effective Time**") as the articles of merger are duly filed with the South Carolina Secretary of

State (or at such later time as may be agreed by the Company and Parent and specified in the articles of merger).

(d) From and after the Effective Time, the Surviving Entity shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities, restrictions and disabilities of the Company and Merger Sub, all as provided under the SCBCA.

Section 2.03. *Conversion of Stock.* At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or any Shareholder:

(a) Except as otherwise provided in Section 2.03(b) and Section 2.05, each share of Company Stock outstanding immediately prior to the Effective Time shall be converted into the right to receive the Closing Date Per Share Amount in cash, without interest (the "**Merger Consideration**").

(b) All shares of Company Stock held or owned by the Company (as treasury shares or otherwise), Parent (including all Rollover Shares acquired by Parent pursuant to this Section 2.03(b) and the Contribution Agreements) shall be cancelled and no consideration shall be payable with respect thereto. Immediately prior to the Effective Time, the Rollover Shareholders shall contribute the Rollover Shares to Parent in exchange for the issuance by Parent of the Rollover Equity, pursuant and subject to the terms and conditions of the Contribution Agreements. The parties acknowledge and agree that the contribution of the Rollover Shares to Parent in exchange for the Rollover Equity is intended to qualify as a contribution of property under Section 721 of the Code.

(c) Each share of common stock of Merger Sub outstanding immediately prior to the Effective Time shall be converted into and become one share of stock of the Surviving Entity.

Section 2.04. *Surrender and Payment.*

(a) Prior to the Effective Time, Parent shall appoint an agent reasonably acceptable to the Company (the "**Exchange Agent**") for the purpose of exchanging for the Merger Consideration (i) certificates representing shares of Company Stock (the "**Certificates**") and (ii) uncertificated shares of Company Stock (the "**Uncertificated Shares**"). At or immediately following the Effective Time, Parent shall make available to the Exchange Agent cash sufficient to pay the aggregate Closing Date Payment Amount to be paid in respect of the Certificates and the Uncertificated Shares; provided, that Parent shall not be required to make available to the Exchange Agent any Closing Date Payment Amount for Dissenting Shares. Such funds may be invested by the Exchange Agent as directed by Parent; *provided,* that such investments shall only be in short-term obligations of the United States of America with maturities of no more than thirty (30) days or guaranteed by the United States of America and backed by the full faith and credit of the United States of America or in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively. Any interest or income produced by such investments will be payable to the Company or Parent, as Parent directs. Promptly after the Effective Time (but not later than three (3) Business Days thereafter), Parent shall send, or shall cause the Exchange Agent to send, to each holder of record of shares of

Company Stock at the Effective Time a letter of transmittal and instructions (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the Certificates or transfer of the Uncertificated Shares to the Exchange Agent) for use in such exchange. The letter of transmittal shall contain customary representations and warranties of each Shareholder with respect to the ownership of the shares of Company Stock owned by them, the absence of any claims against the Company with respect to any equity interest in the Company, and the ability to execute the letter of transmittal. The acknowledgments, representations and warranties made by the Shareholders in the letter of transmittal are a material inducement to Parent's willingness to enter into this Agreement and consummate the Merger.

(b) Until so surrendered or transferred, as the case may be, each such Certificate or Uncertificated Share shall represent after the Effective Time for all purposes only the right to receive such Merger Consideration upon (i) surrender to the Exchange Agent of a Certificate, together with a properly completed letter of transmittal, or (ii) receipt of an "agent's message" by the Exchange Agent (or such other evidence, if any, of transfer as the Exchange Agent may reasonably request) in the case of a book-entry transfer of Uncertificated Shares.

(c) If any portion of the Merger Consideration is to be paid to a Person other than the Person in whose name the surrendered Certificate or the transferred Uncertificated Share is registered, it shall be a condition to such payment that (i) either such Certificate shall be properly endorsed or shall otherwise be in proper form for transfer or such Uncertificated Share shall be properly transferred and (ii) the Person requesting such payment shall pay to the Exchange Agent any transfer or other Taxes required as a result of such payment to a Person other than the registered holder of such Certificate or Uncertificated Share or establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(d) After the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of shares of Company Stock. If, after the Effective Time, Certificates or Uncertificated Shares are presented to the Company or the Exchange Agent for any reason, they shall be canceled and exchanged for the Merger Consideration provided for, and in accordance with the procedures set forth, in this Article 2.

(e) Any portion of the Merger Consideration made available to the Exchange Agent pursuant to Section 2.04(a) (and any interest or other income earned thereon) that remains unclaimed by the holders of shares of Company Stock nine (9) months after the Effective Time shall be returned to Parent, upon demand, and any such holder who has not exchanged shares of Company Stock for the Merger Consideration in accordance with this Section 2.04 prior to that time shall thereafter look only to Parent for payment of the Merger Consideration in respect of such shares without any interest thereon.

(f) Notwithstanding the foregoing, none of Parent, Merger Sub, the Company, or the Exchange Agent shall be liable to any holder of shares of Company Stock for any amounts paid to a public official pursuant to applicable abandoned property, escheat or similar laws. If any Certificates shall not have been surrendered prior to four (4) years after the Effective Time (or immediately prior to such earlier date on which any Merger Consideration would otherwise escheat to or become the property of any Governmental Authority), any shares of Company Stock

represented by such Certificates shall, to the extent permitted by Applicable Law, become the property of Parent, free and clear of all claims or interest of any Person previously entitled thereto.

(g) In the case of any Certificate that has been lost, stolen or destroyed, upon the making of an affidavit of that fact and an indemnity by the Person claiming such Certificate to be lost, stolen or destroyed, the Exchange Agent shall pay and deliver in exchange for such Certificate the Merger Consideration pursuant to Section 2.04(a).

Section 2.05. *Dissenting Shares.* Notwithstanding any provision of this Agreement to the contrary, shares issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights of such shares in accordance with Section 33-13-101 *et seq.* of the SCBCA (such shares being referred to collectively as the "**Dissenting Shares**" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the SCBCA with respect to such shares) shall not be converted into a right to receive a portion of the Merger Consideration, but instead shall be entitled to only such rights as are granted by Section 33-13-101 *et seq.* of the SCBCA; *provided, however,* that if, after the Effective Time, such holder fails to perfect, withdraws or loses such holder's right to appraisal pursuant to Section 33-13-210(b) of the SCBCA or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 33-13-250 of the SCBCA, such shares shall be treated as if they had been converted as of the Effective Time into the right to receive the portion of the Merger Consideration, if any, to which such holder is entitled pursuant to Section 2.03(a), without interest thereon. The Company shall provide Parent prompt written notice of any demands received by the Company for appraisal of shares, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the Effective Time pursuant to South Carolina law that relates to such demand, and Parent shall have the opportunity and right to direct all negotiations and proceedings with respect to such demands. Except with the prior written consent of Parent, the Company shall not make any payment with respect to, or settle or offer to settle, any such demands.

Section 2.06. *Adjustments.* If, during the period between the date of this Agreement and the Effective Time, any change in the outstanding Company Stock shall occur, including by reason of any reclassification, recapitalization, stock split or combination, exchange or readjustment of interests, or any distribution of shares thereon, the Merger Consideration and any other amounts payable pursuant to this Agreement shall be appropriately adjusted.

Section 2.07. *Withholding Rights.* Notwithstanding any provision contained herein to the contrary, each Person responsible for payment hereunder shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Article 2 such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of any applicable withholding Tax. If any such Person so withholds amounts, such amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Company Stock in respect of which such Person made such deduction and withholding.

Section 2.08. *Restricted Stock.* In connection with the Merger and prior to the Effective Time, the Company shall take all action as is necessary to cause each share of Common Stock

outstanding under any stock option, equity compensation plan or agreement (the "**Company Stock Plans**") that is subject to vesting immediately prior to the Effective Time, to become fully vested at the Effective Time and be converted to the right to receive the Merger Consideration, less such amounts as are required to be withheld or deducted under any provision of Applicable Law.

Section 2.09. *Closing Date Consideration.* No later than twenty (20) Business Days prior to the Closing, the Company shall prepare and deliver to Parent, a written statement (the "**Closing Payment Statement**") setting forth:

(a) the aggregate amount of outstanding Indebtedness as of the Closing Date, the interest accrued (but unpaid) thereon, and any other fees payable to the lenders on the Closing Date in connection with the repayment of the Indebtedness;

(b) the aggregate amount of Transaction Expenses that will be unpaid as of the Closing Date;

(c) a schedule setting forth all Leakage (if any) and Permitted Leakage, and the Leakage Closing Adjustment Amount (if any)

(d) the Company's good faith estimate of the consolidated balance sheet of the Company and its Subsidiaries as of the Closing Date, including the Company's estimate of cash and cash equivalents as of the Closing Date, together with an updated cash forecast, in the form provided to Parent prior to the date hereof.

Simultaneously with the delivery of the Closing Payment Statement, the Company shall certify to Parent the Fully Diluted Share Number. The Closing Payment Statement shall (x) be prepared (and the estimates, determinations and calculations contained therein shall be made) in good faith in accordance with this Agreement, and (y) be subject to review by Parent.

ARTICLE 3
THE SURVIVING ENTITY

Section 3.01. *Articles of Incorporation.* The articles of incorporation of the Company in effect at the Effective Time shall be the articles of incorporation of the Surviving Entity until thereafter amended in accordance with Applicable Law, except that Article 1 of the Articles of Incorporation shall be amended with respect to the name of the Company, which shall be "TruVista Communications, Inc."

Section 3.02. *Bylaws.* The bylaws of the Company in effect at the Effective Time shall be the bylaws of the Surviving Entity (except with respect to the name of the Company, which shall be "TruVista Communications, Inc.") until thereafter amended in accordance with Applicable Law.

Section 3.03. *Officers and Directors.* From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with Applicable Law, (i) the managers of Merger Sub at the Effective Time shall be the directors of the Surviving Entity and (ii) the officers of the Company at the Effective Time shall be the officers of the Surviving Entity.

Section 3.04. *Plan of Merger.* This Agreement will constitute a "plan of merger" for purposes of the SCBCA.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Merger Sub as of the date hereof and as of the Closing Date (except to the extent such representations and warranties expressly relate to a specific date, in which case, as of such date), that, except as set forth in the Company Disclosure Letter:

Section 4.01. *Existence and Power.* The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of South Carolina and has all corporate powers and all Permits and Consents required to own, lease and operate its properties and assets and to carry on its business as now conducted. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions in which failure to do so would not be material. The Company has delivered to Parent a copy of the Organizational Documents of the Company and each of its Subsidiaries. None of the Company and its Subsidiaries is in violation of any of its Organizational Documents.

Section 4.02. *Authorization.*

(a) The Company has all requisite corporate power and authority to enter into this Agreement, and, subject in the case of the consummation of the Merger to obtaining the Company Shareholder Approval, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby are within its powers and have been duly authorized by all necessary action on its part, subject in the case of the consummation of the Merger to obtaining the Company Shareholder Approval. The affirmative vote of the holders of two-thirds of the outstanding shares of Company Stock at a duly convened meeting of the Company's shareholders to adopt this Agreement (the "**Company Shareholder Approval**") is the only vote of the holders of any class of capital stock or other security of the Company necessary in connection with the consummation of the Merger and the other transactions contemplated by this Agreement. This Agreement constitutes a valid and binding agreement of the Company, enforceable against it in accordance with its terms.

(b) At a meeting duly called and held, prior to the execution of this Agreement, at which all directors of the Company were present, the Company's Board of Directors, by resolutions duly adopted, unanimously (i) determined that this Agreement and the consummation

by the Company of the transactions contemplated hereby are fair to and in the best interests of the Shareholders (ii) approved, adopted and declared advisable this Agreement and the consummation by the Company of the transactions contemplated hereby, (iii) recommended that the Shareholders approve this Agreement and (iv) directed that the Company submit the approval of this Agreement to a vote at the Company Shareholder Meeting.

Section 4.03. *Governmental Authorization.* The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority other than (i) the filing of articles of merger with respect to the Merger with the South Carolina Secretary of State and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business, and (ii) compliance with the applicable requirements of (A) the HSR Act, (B) the FCC, (C) the Public Service Commissions of Georgia and South Carolina (the "**PSCs**") and (D) any state or local authority pursuant to a franchise agreement set forth on Section 4.03(ii) of the Company Disclosure Letter.

Section 4.04. *Non-contravention.* The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby do not and will not, directly or indirectly (with or without notice or lapse of time): (i) contravene, conflict with, or result in any violation or breach of any provision of the Organizational Documents of the Company; (ii) assuming compliance with the matters referred to in Section 4.03, contravene, conflict with or result in a violation or breach of, or give any Governmental Authority or other Person the right to challenge any transaction contemplated by this Agreement or to exercise any remedy or obtain any relief under, any provision of any Applicable Law or result in the loss of any benefit to which any TruVista Company is entitled under, or give any Governmental Authority the right to revoke, suspend, cancel, terminate, or modify, any Permit held by any TruVista Company or that otherwise relates to the business of, or any assets owned or used by, any TruVista Company, except in each case as would not reasonably be expected to be material to the TruVista Companies taken as a whole; (iii) assuming compliance with the matters referred to in Section 4.03, (A) except as set forth on Section 4.04 to the Company Disclosure Letter, require any notice to or Consent by any Person under, (B) constitute a default under, or cause or permit the termination, cancellation, modification, acceleration of, or the loss of any benefit to which any TruVista Company is entitled under any provision of, or (C) give any Person the right to obtain any additional rights under, any Contract or other instrument binding upon any TruVista Company, except in each case as would not reasonably be expected to be material to the TruVista Companies taken as a whole; (iv) result in the creation or imposition of any material Lien on any asset of any TruVista Company; (v) cause any assets owned or used by any TruVista Company to be reassessed or revalued by any Governmental Authority in any material respect; or (vi) cause Parent or any TruVista Company to become subject to, or to become liable for payment of, any Tax in any material amount.

Section 4.05. *Capitalization.*

(a) The authorized capital stock of the Company consists of 2,600,000 shares of common stock. The Company is not authorized to issue preferred stock. There are 980,337 shares of Company Stock issued and outstanding, and no other shares of Company Stock have been

authorized for issuance. Section 4.05(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, a list of the names of all record owners of shares of Company Stock, and the number of shares of Company Stock held by each such owner. All shares of Company Stock have been duly authorized and validly issued, are fully paid and nonassessable, were not issued in violation of the Company's Organizational Documents or any rights, agreements, commitments or arrangements, including but not limited to preemptive rights, rights of first refusal or any other third-party rights, and were issued in compliance with all Applicable Law. All shares of Company Stock repurchased by the Company were repurchased in compliance with all Applicable Law. Immediately prior to the Closing, the Company shall have delivered an update to Section 4.05(a) of the Company Disclosure Letter (the "**Share Ownership Update**"), which update sets forth, as of the Closing Date, the name of each record owner of shares of Company Stock, the number of shares held by each such owner, and, if such shares are certificated, the certificate number(s) with respect thereto. The Share Ownership Update will be true and correct as of the Closing Date.

(b) There are no outstanding bonds, debentures, notes or other obligations of the Company the holders of which have the right to vote (or convertible into, or exercisable or exchangeable for, securities having the right to vote) on any matter on which the Shareholders may vote.

(c) Except as set forth in Section 4.05(c) of the Company Disclosure Letter, there are no authorized, issued, reserved for issuance or outstanding (i) securities convertible into, or exchangeable for, or evidencing the right to purchase or otherwise give rights with respect to any capital stock or other voting, equity interests or other securities of the Company, (ii) securities or other rights of any kind that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or other voting or other ownership interests in the Company or (iii) warrants, calls, options, subscriptions, restricted equity, stock appreciation rights, performance rights, contingent value rights, "phantom" equity, or other rights to acquire from the Company, or other obligations of the Company to issue, any interest or right described in clauses (i) and (ii) (the items in clauses (i) through (iii), together with any capital stock, ownership, equity or voting interests of the Company being referred to collectively as the "**Company Securities**"). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Securities.

(d) None of (i) the Company Stock or (ii) other Company Securities are owned by any Subsidiary of the Company.

Section 4.06. *Subsidiaries.*

(a) Each Subsidiary of the Company has been duly organized, is validly existing and (where applicable) in good standing under the laws of its jurisdiction of organization, has all organizational powers and all Permits and Consents required to own, lease and operate its properties and assets and to carry on its business as now conducted. Each such Subsidiary is duly qualified to do business as a foreign entity and is in good standing, where applicable, in each jurisdiction where such qualification is necessary except for those jurisdictions in which failure to do so would not be material. All Subsidiaries of the Company and their respective jurisdictions of organization are identified on Section 4.06(a) of the Company Disclosure Letter.

(b) Section 4.06(b) of the Company Disclosure Letter lists for each Subsidiary of the Company its authorized capital stock, membership interests, ownership of the outstanding capital stock of a Person that is listed on any national or regional securities exchange, or other voting, equity or other ownership interests and the number and type thereof issued and outstanding. All of the outstanding capital stock of, membership interests in, or other voting, equity or other ownership interests in, each Subsidiary of the Company is owned by the Company, directly or indirectly, free and clear of any Liens. Except as set forth in Section 4.06(b) of the Company Disclosure Letter, there are no authorized, issued, reserved for issuance or outstanding (i) securities convertible into, or exchangeable for, or evidencing the right to purchase or otherwise give rights with respect to any capital stock or other voting, equity interests or other securities of any of the Company or any of its Subsidiaries, (ii) securities or other rights of any kind that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or other voting or other ownership interests in any of the Company or any of its Subsidiaries or (iii) warrants, calls, options, subscriptions, restricted equity, stock appreciation rights, performance rights, contingent value rights, "phantom" equity, or other rights to acquire from any of the Company or any of its Subsidiaries, or other obligations of any of the Company or any of its Subsidiaries to issue, any interest or right described in clauses (i) and (ii) (the items in clauses (i) through (iii), together with any capital stock, membership interests, ownership, equity or voting interests of the Company being referred to collectively as the "**Company Subsidiary Securities**"). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the Company Subsidiary Securities.

(c) Except for the Company Subsidiary Securities, or as set forth on Section 4.06(c) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries directly or indirectly owns any equity, ownership, profit, voting or similar interest in or any interest convertible, exchangeable or exercisable for, any equity, profit, voting or similar interest in, any Person. With respect to the equity interests set forth on Section 4.06(c) of the Company Disclosure Letter, the Company, directly or indirectly, owns each such equity interest free and clear of any Liens. Neither the Company nor any of its Subsidiaries owns, or is a party to or bound by any agreement to acquire any direct or indirect equity or ownership interest in any other Person. Neither the Company nor any of its Subsidiaries is obligated to provide funds to or make any investment (whether in the form of a loan, capital contribution, or otherwise) in any other Person.

Section 4.07. *Financial Statements.*

(a) The Company has delivered to Parent consolidated balance sheets of the Company and its Subsidiaries as of December 31, 2018, 2017 and 2016 and the related audited consolidated statements of income, stockholders' equity and cash flows for the fiscal years ended December 31, 2018, 2017 and 2016, together with the notes thereto and the report thereon of the Company's independent public accountants (collectively, the "**Financial Statements**"). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, and fairly, completely and accurately present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. No financial statements of any Person other than the Company and its Subsidiaries are required by GAAP to be included or reflected in

the Financial Statements. The Financial Statements were prepared from, and are consistent with, the accounting records of the Company and each of its Subsidiaries.

(b) Except as set forth on Section 4.07(b) of the Company Disclosure Letter, no TruVista Company has any Indebtedness.

(c) No TruVista Company is involved in any Off-balance Sheet Arrangement. For purposes hereof an "**Off-balance Sheet Arrangement**" means any transaction or contract to which an entity unconsolidated with any TruVista Company is a party and under which any TruVista Company has: (i) any obligation under a guarantee contract pursuant to which any TruVista Company could be required to make payments to the guaranteed party, including any standby letter of credit, market value guarantee, performance guarantee, indemnification agreement, keep-well or other support agreement; (ii) any retained or contingent interest in assets transferred to such unconsolidated entity that serves as credit, liquidity or market risk support to the entity in respect of such assets; (iii) any variable interest held in such unconsolidated entity where such entity provides financing, liquidity, market risk or credit risk support to, or engages in leasing, hedging or research and development services with any TruVista Company; and (iv) any liability or obligation of the same nature as those described in clauses (i) through (iii) of this sentence even if of a different name (whether absolute, accrued, contingent or otherwise) that would not be required to be reflected in any TruVista Company's financial statements.

Section 4.08. *Leakage*. Since the Balance Sheet Date, no Leakage has occurred other than Permitted Leakage.

Section 4.09. *No Material Adverse Change*. Since the Balance Sheet Date, there has not been any event, occurrence, development or state of circumstances or facts that has had a Material Adverse Effect on the Company.

Section 4.10. *Absence of Certain Changes and Events*. Except as set forth in Section 4.10 of the Company Disclosure Letter, since the Balance Sheet Date, each TruVista Company has conducted its business only in the Ordinary Course of Business, and there has not been any:

(a) (i) issuance of or change in the authorized or issued securities of any TruVista Company; (ii) direct or indirect purchase, redemption, retirement, or other acquisition by any TruVista Company of any security of any TruVista Company; or (iii) declaration or payment of any dividend or other distribution or payment in respect of the equity interests of any TruVista Company, other than cash dividends constituting Permitted Leakage;

(b) amendment to the Organizational Documents of any TruVista Company;

(c) (i) adoption of, amendment to, or increase or decrease in the payments to or benefits under any Employee Plan (except amendments necessary to comply with Applicable Law), (ii) increase in the compensation payable or to become payable by any TruVista Company to any of its officers or employees, or any bonus payments or arrangements made to or with any of them or (iii) entry into, adoption, or amendment or any employment, change in control or severance agreement;

(d) damage to or destruction or loss of any material asset owned or used by any TruVista Company, whether or not covered by insurance;

(e) entry into, a material modification, termination, or receipt of notice of termination of, any Material Contract;

(f) sale (other than sales of inventory in the Ordinary Course of Business), lease, other disposition of, or imposition of any Lien on any other material asset owned or used by any TruVista Company, with a purchase price or lien amount in excess of $1,000,000 individually;

(g) release or waiver of any claims or rights of any TruVista Company with a value in excess of $500,000 individually or $1,000,000 in the aggregate;

(h) change in the accounting methods used by any TruVista Company;

(i) capital investment in, loan to, or acquisition of the securities or material assets or properties of, any Person (or series of related capital investments, loans, and acquisitions) by any TruVista Company or any acquisition (by merger, exchange, consolidation, acquisition of equity interests or assets, or otherwise) of any Person by any TruVista Company;

(j) action by the Company or any Subsidiary to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action, enter into any settlement or compromise of any claim, notice, audit report or assessment in respect of any Taxes, adopt or change any method of Tax accounting, enter into any Tax allocation, sharing or closing agreement, surrender any right to claim a Tax refund, consent to any extension or waiver of the statute of limitations applicable to any Tax claim or assessment, or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Parent, the Surviving Entity or any TruVista Company in a Tax period ending after the Closing Date;

(k) Contract by any TruVista Company to do any of the foregoing;

(l) any action taken by the Company that, if taken after the date of this Agreement, would constitute a breach of any of the covenants set forth in Section 6.01; or

(m) other occurrence, event, action, failure to act, or transaction outside the Ordinary Course of Business involving any TruVista Company.

Section 4.11. *No Undisclosed Liabilities.* Except as set forth in Section 4.11 of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has any liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) other than: (a) liabilities to the extent disclosed and provided for in the Financial Statements; (b) current liabilities incurred in the Ordinary Course of Business since the Balance Sheet Date; and (c) obligations to perform covenants under this Agreement.

Section 4.12. *Real and Personal Property.*

(a) Section 4.12(a) of the Company Disclosure Letter lists all real estate owned by each TruVista Company (and together with all structures, facilities, or improvements currently or hereafter located thereon, all fixtures, improvements and other items of real property located thereon, or attached or appurtenant thereto, and all easements, rights and appurtenances necessary for the utilization of the real property in the Ordinary Course of Business, but excluding Network Facilities, the "**Owned Real Properties**" and each such property an "**Owned Real Property**"). For each Owned Real Property, the Company has delivered or made available to Parent true, correct and complete copies of all vesting deeds and all material existing title insurance policies, and other material information in possession of any of the TruVista Companies relating to such Owned Real Property. No TruVista Company owns any real property except as set forth on Section 4.12(a) of the Company Disclosure Letter. With respect to each Owned Real Property:

(i) the TruVista Company identified on Section 4.12(a) of the Company Disclosure Letter as the owner thereof has good, marketable and insurable fee simple title to such Owned Real Property, free and clear of all Liens except for Permitted Liens;

(ii) there are no outstanding options, rights of first offer, rights of first refusal or other rights to purchase or lease such Owned Real Property or any portion thereof or interest therein except as set forth on Section 4.12(a) of the Company Disclosure Letter;

(iii) no TruVista Company has received written notice that any such Owned Real Property, the buildings or improvements thereon, or the current uses thereof, are not in compliance with applicable building, zoning, subdivision, health and safety and other land use laws including The Americans with Disabilities Act of 1990, as amended;

(iv) such Owned Real Property has access (either directly or through one or more express or implied perpetual servitudes, easements, rights-of-way, rights of use, or other agreements, which are (if express) recorded in the applicable public land records) to public streets for vehicular and pedestrian ingress and egress thereto and therefrom; and

(v) no TruVista Company has leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or an portion thereof, except as set forth on Section 4.12(a) of the Company Disclosure Letter).

(b) Section 4.12(b) of the Company Disclosure Letter sets forth a true, correct and complete list of (i) the address of each parcel of the Leased Real Property for which annual rental payments exceed $25,000 and (ii) for each parcel of Leased Real Property, the agreement, date, and counterparty name, together with all amendments and modifications thereto, that authorize the use or occupancy of the Leased Real Property (the "**Lease Agreements**"). The Company has provided to Parent a true and complete copy of each Lease Agreement listed on Section 4.12(b) of the Company Disclosure Letter. The Company has good and marketable leasehold title to all Leased Real Property free and clear of all Liens except for Permitted Liens. (i) Each of the Lease Agreements is valid, binding, in full force and effect, and enforceable by the Company in accordance with its terms; (ii) the Company's quiet possession of the Leased Real Property has

not been disturbed, neither the Company nor, to the Company's Knowledge, any other party to a Lease Agreement is in breach or default under any of the Lease Agreements to which it is a party and no event exists which, with the delivery of notice, the passage of time or both, would constitute a default thereunder by the Company or any other party thereto or permit the termination of such Lease Agreement; and (iii) the Company has not subleased, licensed or otherwise granted any Person the right to use or occupy any of its Owned Real Property, its Leased Real Property or any portion thereof. To the Knowledge of the Company, no parcel of Owned Real Property or any Leased Real Property (subject to a lease agreement with current term of longer than two years) is subject to any governmental decree or order to be sold or is being condemned, expropriated, re-zoned or otherwise taken by any public authority with or without payment of compensation therefor, nor to the Knowledge of the Company, has any such condemnation, expropriation or taking been proposed. Except as set forth in Section 4.12(b) of the Company Disclosure Letter, the transactions contemplated by this Agreement will not require a consent or payment or result in a breach or default under any Lease Agreement and all Lease Agreements shall remain valid and binding and in full force and effect on identical terms following the Closing. There are no contractual or legal restrictions that preclude or restrict the ability to use any Real Property by the Company for the current or contemplated use of such Real Property. To the Knowledge of the Company, there are no material latent defects or material adverse physical conditions affecting the Owned Real Property or Leased Real Property. All structures and other buildings on the Real Property are adequately maintained and are in good operating condition and repair for the requirements of the business of the Company as currently conducted. The Company does not owe, or will not owe in the future, any brokerage commissions or finder's fees with respect to Lease Agreements in effect on the date hereof.

(c) No third party has challenged or repudiated, threatened to challenge or repudiate or has the right to terminate or repudiate any Network Underlying Rights and no property owner or other third party has challenged any the right of the Company to install, operate or maintain cable, wires, conduits or other equipment or facilities in a customer or other third party location necessary for the provision of service to existing customers. The Network Underlying Rights constitute all of the rights necessary to run the Network.

Section 4.13. *Proxy Statement.* The proxy statement of the Company (the "**Proxy Statement**"), to be used in connection with the solicitation of proxies from the Company's shareholders in connection with the Merger and the Company Shareholder Meeting, and any amendments or supplements thereto, each of (i) the time such Proxy Statement or any such amendment or supplement is first mailed to stockholders of the Company and (ii) the time such stockholders vote on approval of this Agreement, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties contained in this Section 4.13 will not apply to statements or omissions included in the Proxy Statement based upon information furnished to the Company in writing by Parent or Merger Sub specifically for use therein.

Section 4.14. *Material Contracts.*

(a) Section 4.14(a) of the Company Disclosure Letter sets forth a true and correct list of all the following Contracts to which, as of the date hereof, any TruVista Company is a party or to which any TruVista Company is bound or subject and under which there are ongoing rights or obligations, true and complete copies of which (including, for clarity, any amendments, exhibits, annexes, appendices or attachments thereto) have been delivered to Parent (each such Contract disclosed or required to be disclosed pursuant to clauses (i) through (xviii) below, and any such Contract entered into prior to the Closing, a "**Material Contract**"):

(i) all Material Network Agreements;

(ii) any lease or sublease of personal property providing for annual rentals of $25,000 or more;

(iii) any Contract for the purchase or license of materials, supplies, goods, services, equipment or other assets by one or more TruVista Companies that is not terminable by such TruVista Companies on 90 days' or less notice without penalty and that requires either annual payments by the TruVista Companies of $500,000 or more or aggregate payments by the Company and its Subsidiaries of $1,000,000 or more, in each case over the remaining current term of such Contract;

(iv) any Contract for the sale or license of materials, supplies, goods, services, equipment or other assets that provides for either annual payments to the Company and its Subsidiaries of $500,000 or more or aggregate payments to the Company and its Subsidiaries of $1,000,000 or more, in each case over the remaining current term of such Contract;

(v) any Contract with respect to Intellectual Property, including Contracts with current or former employees, consultants, or contractors regarding the ownership, use, protection, or nondisclosure of any of the Intellectual Property;

(vi) any Contract with any labor union or other employee representative of a group of employees relating to wages, hours, or other conditions of employment;

(vii) any Contract involving any joint venture, partnership, or limited liability company or similar arrangement or involving a sharing of profits, losses, costs, Taxes, or other liabilities by any TruVista Company with any other Person;

(viii) any Contract relating to the acquisition or disposition of any material business (whether by merger, sale of stock, sale of assets or otherwise) that has not been consummated as of the date hereof;

(ix) any Contract relating to Indebtedness of $100,000 or more, or any other Contract that grants a Lien (other than a Permitted Lien) upon any material assets of any TruVista Company, or any loan agreement, note, mortgage, indenture, security agreement, guaranty or pledge (other than intercompany indebtedness that is discharged in full at or prior to the Closing);

(x) any Contract containing covenants that in any way purport to restrict the right or freedom of any TruVista Company or any other Person for the benefit of any TruVista Company to (A) engage in any business activity, (B) engage in any line of business or compete with any Person or in any area, including any non-competition, non-solicitation, right of first offer, right of first refusal, or most-favored nation pricing restrictions, or (C) solicit any Person to enter into a business or employment relationship, or enter into such a relationship with any Person;

(xi) any Contract involving the settlement, release, compromise, or waiver of any material rights, claims, obligations, duties, or liabilities by or for the benefit of any TruVista Company;

(xii) any Contract relating to the employment of any employee of any TruVista Company;

(xiii) any Contract under which any TruVista Company has loaned to, or made an investment in, or guaranteed the obligations of, any Person;

(xiv) any Contract giving rise to amounts that would become payable upon a change of control of the Company or that otherwise include material rights or obligations triggered by the transactions contemplated hereby or by the other Transaction Documents which, if asserted, would result in adverse consequences to the Company or any of its Subsidiaries;

(xv) (A) any customer Contract that provides a customer an option to purchase Fiber of the Company or (B) any forward sale and purchase agreement;

(xvi) any Contract providing for indemnification by any TruVista Company of (A) a third party, other than in connection with a commercial agreement in the Ordinary Course of Business and consistent with the Company's past practice or (B) a manager, officer or employee;

(xvii) any Contract that was not entered into in the Ordinary Course of Business; or

(xviii) any Contract constituting an amendment, supplement, or modification (whether oral or written) in respect of any of the foregoing.

(b) Each Material Contract is a valid and binding agreement of the Company or the applicable Subsidiary of the Company, as the case may be, and is in full force and effect, and none of the Company, any Subsidiary of the Company or, to the Knowledge of the Company, any other party thereto is in default or breach (or is alleged to be in default or breach) under the terms of any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default by any TruVista Company under any Material Contract. A copy of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) has been made available to Parent.

(c) Each Spirit Contract is a valid and binding obligation of the Company, is binding and enforceable against the other parties thereto and is in full force and effect. Neither the Company, nor, to the Knowledge of the Company, any other party thereto is in breach or default

(or is alleged to be in breach or default), nor has there occurred any event that with notice or lapse of time, or both, (i) would constitute a default by the Company, or to the Knowledge of the Company, any other party thereto, (ii) would allow or give rise to the limitation, revocation, modification or termination of any Spirit Contract, or (iii) would result in the impairment of the rights of the Company under any Spirit Contract; nor has the Company received any written notice regarding the matters described in (i) through (iii). There is no material disagreement or dispute between the Company and any other party to any Spirit Contract.

(d) The Company is not in breach or default (or is alleged to be in breach or default), nor has there occurred any event that with notice or lapse of time, or both, would constitute a breach or default by the Company, or give rise to a claim for indemnification against the Company, under the Spirit Purchase Agreement. The representations and warranties made by the Company in the Spirit Purchase Agreement are true and correct as of each date as of which such representations and warranties were made. There is no material disagreement or dispute between the Company and any other party to the Spirit Purchase Agreement.

Section 4.15. *Compliance with Applicable Laws; Permits.*

(a) Except as set forth in Section 4.15(a) of the Company Disclosure Letter, the Company and its Subsidiaries have complied with, are in compliance with, and have operated the Business and maintained their assets in compliance with all Applicable Laws, in each case, in all material respects.

(b) No event has occurred or circumstance exists that (with or without notice or lapse of time) (i) could constitute or result in a violation by the Company or any of its Subsidiaries of, or a failure on the part of the Company or any of its Subsidiaries to comply with, any Applicable Law, or (ii) could give rise to any obligation on the part of the Company or any of its Subsidiaries to undertake, or to bear all or any portion of the cost of, any remedial action.

(c) Neither the Company nor any of its Subsidiaries has received any notice or other communication (whether oral or written) from any Governmental Authority or any other Person regarding (A) any actual, alleged, or potential violation of, or failure to comply with, any Applicable Law, or (B) any actual, alleged, or potential obligation on the part of the Company or any of its Subsidiaries to undertake, or to bear all or any portion of the cost of, any remedial action.

(d) Section 4.15(d) of the Company Disclosure Letter lists each Permit that is held by the Company or any of its Subsidiaries or that otherwise relates to the business of, or to any assets owned or used by, the Company or any of its Subsidiaries. Each Permit listed in Section 4.15(d) of the Company Disclosure Letter is valid and in full force and effect. Except as set forth in Section 4.15(d) of the Company Disclosure Letter:

(i) each of the Company and its Subsidiaries has at all times been in compliance in all material respects with each Permit; and

(ii) all applications required to have been filed for the renewal or reissuance of the Permits listed in Section 4.15(d) of the Company Disclosure Letter have been duly filed on a

timely basis with the appropriate Governmental Authorities, and all other filings required to have been made with respect to such Permits have been duly made on a timely basis with the appropriate Governmental Authorities. All information filed with or provided to a Governmental Authority by each of the Company and its Subsidiaries, including filings in connection with a prior or pending investigation, inquiry or proceeding before a Governmental Authority other than a proceeding of general applicability, was true, correct and complete in all material respects and complied in all material respects with Applicable Law.

(e) The Permits listed in Section 4.15(d) of the Company Disclosure Letter constitute all Permits necessary to permit the Company and each of its Subsidiaries lawfully to continue to conduct its business in the manner in which it conducts such business and to own and use its assets in the manner in which it owns and uses such assets, in each case, in all material respects.

Section 4.16. *Proceedings.* Except as set forth in Section 4.16 of the Company Disclosure Letter, there is no pending or, to the Knowledge of the Company, threatened Proceeding:

(a) by or against the Company or any of its Subsidiaries or that otherwise relates to or could affect the business of, or any assets owned or used by, the Company or any of its Subsidiaries; or

(b) that challenges, or that could have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of the transactions contemplated hereby.

(c) To the Knowledge of the Company, no event has occurred or circumstance exists that could give rise to or serve as a basis for the commencement of any such Proceeding. The Company has made available to Parent copies of all pleadings and nonprivileged correspondence relating to each pending or threatened Proceeding listed in Section 4.16 of the Company Disclosure Letter. None of the pending or threatened Proceedings listed in Section 4.16 of the Company Disclosure Letter, individually or in the aggregate, will or could reasonably be expected to result in an adverse consequence to the Company or any of its Subsidiaries or in any of them incurring Losses of $250,000 or more or being subjected to any Order.

Section 4.17. *Properties.*

(a) The Company and its Subsidiaries have marketable title to, or valid leasehold interests in, all property and assets which any TruVista Company uses in the Business, including the Network Facilities and all personal properties and assets reflected on the Balance Sheet or acquired after the Balance Sheet Date, free and clear of all Liens other than Permitted Liens, except as have been disposed of since the Balance Sheet Date in the Ordinary Course of Business.The buildings, plants, structures, and equipment owned or leased by the Company and each of its Subsidiaries (i) are in good operating condition and repair, ordinary wear and tear excepted, (ii) are adequate for the uses to which they are being put, (iii) are not in need of maintenance or repairs other than ordinary, routine maintenance that is not material in nature or cost, (iv) are structurally sound and free of material defect and (v) comply with applicable legal requirements.

(c) The assets owned and leased by the Company and each of its Subsidiaries constitute substantially all the assets used in the conduct of the Business as currently conducted. Such assets constitute substantially all the assets necessary for the Company and each of its Subsidiaries to continue to conduct the Business following the Effective Time as it is currently being conducted.

Section 4.18. *Intellectual Property.*

(a) Section 4.18(a) of the Company Disclosure Letter contains a complete and accurate list, as of the date hereof, of (i) all Registered IP owned by the Company and its Subsidiaries, all of which Registered IP is subsisting and unexpired, and to the Knowledge of the Company, valid and enforceable, (ii) all Owned Company IP for which an application for registration has been filed and is currently pending with any Governmental Authority, and (iii) all material written agreements relating to Licensed Company IP or Intellectual Property which the Company or any of its Subsidiaries has licensed or authorized for use by others.

(b) The Company and its Subsidiaries own or otherwise have the right to use all Intellectual Property and Intellectual Property Rights used in the conduct the business of the Company and its Subsidiaries as currently conducted, except where the failure to own or have such rights would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. The Owned Company IP and Licensed Company IP is sufficient in all material respects to conduct the TruVista Companies' Business as currently conducted. The consummation of the transactions contemplated by this Agreement will not materially alter, encumber, impair or extinguish any Owned Company IP or Licensed Company IP.

(c) The Company and its Subsidiaries exclusively own all right, title and interest in the Owned Company IP, free and clear of all Liens (which for the purposes of this Section do not include non-exclusive licenses under Intellectual Property Rights granted in the Ordinary Course of Business). None of the Owned Company IP has been adjudged in any Proceeding, other than administrative proceedings to obtain Intellectual Property Rights, to be invalid or unenforceable in whole or part, and, to the Knowledge of the Company, all Owned Company IP is valid and enforceable.

(d) The Company and its Subsidiaries have not infringed, misappropriated or otherwise violated, and are not infringing, misappropriating or otherwise violating, any Intellectual Property Rights of any Person. There is no Proceeding pending or threatened against the Company or any of its Subsidiaries or any present or former officer, director or employee of the Company or any of its Subsidiaries (i) based upon, or challenging or seeking to deny or restrict, the rights of the Company in any of the Owned Company IP or the Licensed Company IP other than administrative proceedings to obtain Intellectual Property Rights, or (ii) alleging that the Company or any of its Subsidiaries has infringed, misappropriated or otherwise violated any Intellectual Property Rights of any Person.

(e) Within the last three (3) years, no Person has, to the Knowledge of the Company, infringed, misappropriated or otherwise violated any Owned Company IP or the Company's or any of its Subsidiaries' rights in any Licensed Company IP. The Company and its Subsidiaries

have taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of all Intellectual Property Rights that are of a confidential nature used in and are material to the Business as currently conducted, and no such Intellectual Property Rights have been disclosed other than to Persons who are bound by written confidentiality agreements substantially in the form previously made available to Parent prior to the date hereof. Within the last three (3) years, to the knowledge of the Company, neither the Company nor any of its Subsidiaries has suffered any material breaches of any such confidential Intellectual Property Rights that have resulted in the unauthorized disclosure of or loss of any such confidential Intellectual Property Rights.

(f) The Company and its Subsidiaries own or have valid rights to access and use all computer systems (including all computer programs, applications, software, databases, firmware, hardware and related documentation, collectively, "**IT Systems**") used to process, store, maintain and operate data, information and functions used in connection with the Business of the Company and its Subsidiaries as currently conducted, except where the failure to own or have such valid access and use rights has not had and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. (i) The Company has taken commercially reasonable steps, consistent with current industry standards, to protect the confidentiality, integrity and security of the IT Systems against any unauthorized use, access, interruptions, modifications or corruption, including the implementation of commercially reasonable (x) data backup, (y) disaster avoidance and recovery procedures and (z) business continuity procedures and (ii) to the Knowledge of the Company, the IT Systems are free of all viruses, worms, Trojan horses, or similar malicious code that would materially disrupt their operation or have a materially adverse impact on their operation. There has not been any malfunction with respect to any of the IT Systems in the past three (3) years that would reasonably be expected to be, individually or in the aggregate, material to the Company, taken as a whole.

(g) The Company and its Subsidiaries are in material compliance with, and since January 1, 2015 have complied in all material respects with, all Applicable Laws and applicable privacy policies of the Company and its Subsidiaries relating to the use, collection, storage, disclosure and transfer of any personally identifiable information collected or obtained in the conduct of the business of the Company and its Subsidiaries. Since January 1, 2015, neither the Company nor any of its Subsidiaries has received any written notice or claim that their use, collection, storage, disclosure or transfer of personally identifiable information or other data is or may be in material violation of Applicable Laws. To the Knowledge of the Company, since January 1, 2015, neither the Company nor any of its Subsidiaries has experienced any breach of security or other unauthorized access by third parties to data in the possession, custody or control of the Company or any of its Subsidiaries. During the past three (3) years, to the Knowledge of the Company, no circumstance has arisen in which Applicable Laws would require the Company or any of its Subsidiaries to notify a Person or Governmental Authority of a data security breach or security incident.

Section 4.19. *Taxes.*

(a) *Filed Returns and Tax Payments.*

(i) Each TruVista Company has filed or caused to be filed on a timely basis all Tax Returns required to have been filed by or with respect to it, either separately or as a member of a group of corporations, pursuant to Applicable Law.

(ii) No TruVista Company has requested any extension of time within which to file any Tax Return, except as to a Tax Return that was thereafter filed within the applicable extension period.

(iii) All Tax Returns filed by (or that include on a consolidated basis) any TruVista Company are complete and correct and comply in all material respects with Applicable Law.

(iv) Each TruVista Company has timely paid, or made provision for the payment of, all Taxes that have or could have become due for all periods covered by any Tax Return or otherwise, including pursuant to any assessment received by any TruVista Company, except such Taxes, if any, that are listed in Section 4.19(a) of the Company Disclosure Letter and that are being contested in good faith by appropriate Proceedings and for which adequate reserves have been provided in the Balance Sheet.

(v) Each TruVista Company has withheld or collected all Taxes required to have been withheld or collected in connection with amounts paid or owing to any employee, creditor, independent contractor or other third party and such withholdings have been paid to the proper Governmental Authority or other Person or have been adequately accrued in accordance with GAAP for such purposes.

(vi) Section 4.19(a) of the Company Disclosure Letter lists each federal and state Tax Return filed by or with respect to each TruVista Company for the most recent tax year ended and the Company has delivered to Parent copies of all such Tax Returns.

(vii) Since December 31, 2015, no claim has been made by any Governmental Authority in a jurisdiction where any TruVista Company does not file Tax Returns that it is or could be subject to taxation by that jurisdiction, nor is there any reasonable basis for such a claim.

(b) *Audits and Tax Proceedings.*

(i) Section 4.19(b) of the Company Disclosure Letter lists all historic and ongoing audits of all Tax Returns, including a description of the nature and, if completed, the outcome of each audit since December 31, 2015. The Company has delivered to Parent copies of any reports, statements of deficiencies, or similar items with respect to such audits. Section 4.19(b) of the Company Disclosure Letter describes all adjustments to any Tax Return filed by or with respect to any TruVista Company for all taxable years ending after December 31, 2015 and the resulting deficiencies proposed by the IRS or other Governmental Authority. Section 4.19(b) of the Company Disclosure Letter lists all deficiencies proposed as a result of such audits, all of which have been paid or, as set forth in Section 4.19(b) of the Company Disclosure Letter, have been settled or are being contested in good faith by appropriate Proceedings. Except as set forth in Section 4.19(b) of the Company Disclosure Letter, to the Knowledge of the Company, no

Governmental Authority will assess any additional Taxes for any period for which Tax Returns have been filed.

(ii) To the Knowledge of the Company, there are no threatened Proceedings for or relating to Taxes, and there are no matters under discussion with the IRS or other Governmental Authority with respect to Taxes. Except as set forth in Section 4.19(b) of the Company Disclosure Letter, there is no proposed Tax assessment against any TruVista Company.

(iii) Except as set forth in Section 4.19(b) of the Company Disclosure Letter, no Proceedings are pending before the IRS or other Governmental Authority with respect to the Taxes of any TruVista Company.

(iv) Except as set forth in Section 4.19(b) of the Company Disclosure Letter, no TruVista Company has given or been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other Person) of any statute of limitations relating to the payment of Taxes of any TruVista Company or for which any TruVista Company could be liable.

(v) Except as set forth in Section 4.19(b) of the Company Disclosure Letter, there are no Liens for Taxes upon any assets of any TruVista Company, except statutory Liens for Taxes not yet due.

(c) *Accruals and Reserves.* The receivables, charges, accruals, and reserves with respect to Taxes recorded on the accounting Records of TruVista are adequate and are reasonable estimates of the Company's consolidated current federal and state income tax asset or liability for Taxes. These current Tax liabilities or assets are estimates based on the inputs available to the Company at the time of closing and are subject to true-up for pass-through items received from partnerships and other investments after the closing of the books. Any true-up adjustment would be offset by an equal but opposite adjustment to the Company's deferred income tax liability recorded at closing with no impact to income tax expense recorded for the period. The amount of the liability or receivable with respect to Taxes recorded in periods subsequent to the end of the recent period covered by the Financial Statements has been estimated using methods consistent with those used at year-end with inputs available at the time the books are closed.

(d) *Status of TruVista Companies.*

(i) No TruVista Company is, or within the five-year period preceding the date of this Agreement has been, an "S corporation" within the meaning of Section 1361(a)(1) of the Code. Section 4.19(d) of the Company Disclosure Letter sets forth the U.S. federal income tax classification of each TruVista Company.

(ii) Except as set forth in Section 4.19(d)(ii) of the Company Disclosure Letter, no TruVista Company has been a member of any affiliated group of corporations (other than a group of which the Company is the common parent) which has filed a combined, consolidated, or unitary income Tax Return with any Governmental Authority. No TruVista Company is liable for the Taxes of any Person (other than another TruVista Company) under Treasury Regulation

Section 1.1502-6 or any similar provision of any Applicable Law, as a transferee or successor, by contract, or otherwise.

(e) *Miscellaneous.*

(i) There is no tax sharing agreement, tax allocation agreement, tax indemnity obligation, or similar agreement, arrangement, understanding, or practice, oral or written, with respect to Taxes that will require any payment by any TruVista Company, other than within a group of which the Company is the common parent.

(ii) No TruVista Company is a party to any Contract that could result separately or in the aggregate in any payment of an "excess parachute payment" within the meaning of Section 280G of the Code. No TruVista Company has any obligation to indemnify, hold harmless or gross up any individual with respect to any excise tax imposed under Section 4999 of the Code.

(iii) Except as set forth in Section 4.19(e)(iii) of the Company Disclosure Letter, no TruVista Company is required to include any item of income in, or exclude any item or deduction from, taxable income for a Tax period ending after the Closing Date as a result of (A) any adjustment pursuant to Section 481 of the Code by reason of a voluntary change in accounting method initiated by any TruVista Company, and the IRS has not proposed any such change in accounting method, (B) an installment sale or open transaction occurring on or prior to the Closing Date, (C) a prepaid amount received on or before the Closing Date, (D) any deferred intercompany gain or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision or administrative rule of federal, state, local or non-U.S. law), (E) any closing agreement under Section 7121 of the Code, or similar provision of state, local or non-U.S. Law, or (F) any election under Section 108(i) of the Code.

(iv) No TruVista Company has ever had a permanent establishment within the meaning of any applicable Tax treaty, or an office, or fixed place of business, in a country other than the United States of America. No Shareholder of the Company is a foreign person within the meaning of Section 1445(f)(3) of the Code. No TruVista Company has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(v) Except as set forth in Section 4.19(e)(v) of the Company Disclosure Letter, no TruVista Company has received, been the subject of, or requested a written ruling of a Governmental Authority relating to Taxes, and no TruVista Company has entered into a Contract with a Governmental Authority relating to Taxes that would have a continuing effect after the Closing Date.

(vi) Each TruVista Company has disclosed on its federal income Tax Returns all positions taken by it that could give rise to substantial understatement of federal income Tax within the meaning of Section 6662 of the Code.

(vii) Within the six-year period preceding the date of this Agreement, no TruVista Company has distributed stock of another Person or had its stock distributed by another

Person, in a transaction that purported or was intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(viii) No TruVista Company has entered into or participated in any "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b) or any analogous provision of state, foreign or local Tax Law.

(ix) Each TruVista Company has complied with all applicable sales and use Tax Laws, and each TruVista Company has collected and paid over to the proper Governmental Authorities all amounts of sales and use Taxes required to have been so collected and paid over under applicable Tax Laws.

(x) Each TruVista Company is in compliance with all terms and conditions of any Tax exemption, Tax holiday or other Tax reduction agreement, approval or order of any Governmental Authority, and the consummation of the transactions contemplated by this Agreement will not have any adverse effect on the validity and effectiveness of any such Tax exemption, Tax holiday or other Tax reduction agreement, approval or order or otherwise result in the termination or recapture of any grant, Tax subsidy, Tax rate reduction, Tax credit, or other Tax incentive.

(xi) Each individual who has been classified on the books and records of any TruVista Company as an independent contractor or as an employee is and was at all times properly classified for Tax purposes.

(xii) Except as set forth in Section 4.19(e)(xii) of the Company Disclosure Letter, there is no unclaimed property or escheat obligation with respect to property or other assets held or owned by any TruVista Company.

Section 4.20. *Employee Benefit Plans.*

(a) Section 4.20(a) of the Company Disclosure Letter contains a complete and accurate list identifying each "employee benefit plan" (as defined in Section 3(3) of ERISA) and all other compensation or benefit plans, programs, arrangements, or contracts, other than currently-paid salary as compensation for services rendered, whether written or unwritten, including, without limitation, each profit-sharing, stock or stock-based, change in control, retention, salary continuation, bonus, incentive, deferred compensation, vacation, severance, paid time off, and fringe benefit arrangement which is sponsored, maintained, administered or contributed to or required to be contributed to, as the case may be, by the Company or any of its Subsidiaries (listed in Section 4.06(b) of the Company Disclosure Letter) or ERISA Affiliates or under which the Company or any of its Subsidiaries (listed in Section 4.06(b) of the Company Disclosure Letter) or ERISA Affiliates has or would reasonably be expected to incur any liability or obligation, contingent or otherwise. Each such plans is referred to individually herein as an "**Employee Plan**" and collectively herein as the "**Employee Plans**." With respect to Section 4.20, the term the Company and TruVista Company include any ERISA Affiliate of the Company and TruVista Company.

(b) Correct and complete copies of the following documents, with respect to each of the Employee Plans, if applicable, have been made available to Parent: (i) most recent plan and related trust documents, summary plan description and amendments thereto; (ii) the most recent actuarial report; (iii) the most recent determination or opinion letter issued by the IRS; (iv) all material insurance or annuity contracts or other funding instruments; and (v) all employee manuals or handbooks containing personnel or employee relations policies.

(c) Except as set forth in Section 4.20(c) of the Company Disclosure Letter, no TruVista Company has or has ever had any liability or obligation (contingent or otherwise) with respect to any Employee Plan subject to Title IV of ERISA.

(d) No TruVista Company has or has ever had any liability or obligation (contingent or otherwise) with respect to any multiemployer plan, as defined in Section 3(37) of ERISA or a multiple employer plan within the meaning of Section 413(c) of the Code. All contributions (including employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each Employee Plan that is a pension plan (as defined in Section 3(2) of ERISA; a "**Pension Plan**") and all contributions that are not yet due have either been made to each such Pension Plan or accrued in accordance with the past custom and practice of the Company and its Subsidiaries. With respect to any Employee Plans which is not a Pension Plan, all premiums or other payments have been paid or accrued in accordance with the past custom and practice of the Company and its Subsidiaries.

(e) Each Pension Plan that is intended to be qualified under Section 401(a) of the Code meets the requirements of Section 401(a) of the Code and is utilizing a prototype or volume submitter plan document and is relying on the opinion or advisory letter with respect to such Pension Plan and nothing has occurred that could reasonably be expected to cause the loss of such qualification.

(f) Each Employee Plan has been maintained in material compliance with its terms and with the requirements prescribed by any and all statutes, rules and regulations, including ERISA and the Code, which are applicable to such Employee Plan. All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each Employee Plan. There have been no transactions with respect to any Employee Plan that could subject any TruVista Company to a tax or penalty imposed by either Section 4975 of the Code, Section 502(1) of ERISA or Section 406 of ERISA.

(g) Section 4.20(g) of the Company Disclosure Letter lists each Employee Plan which the consummation of the transactions contemplated by this Agreement will (either alone or together with any other event) entitle any employee of a TruVista Company to any severance pay or accelerate the time of payment or vesting or trigger any payment or funding of any compensation or benefits under, increase the amount payable or trigger any other obligation pursuant to, any Employee Plan.

(h) Section 4.20(h) of the Company Disclosure Letter lists each Employee Plan which has any liability in respect of post-retirement health, medical or life insurance benefits for retired,

former or current employees of the Company or its Subsidiaries except as required to avoid excise tax under Section 4980B of the Code. With respect to any Employee Plan that is an employee welfare benefit plan (within the meaning of Section 3(1) of ERISA), (i) each such plan for which contributions are claimed as deductions under any provision of the Code is in compliance with all applicable requirements pertaining to such deduction, and (ii) with respect to any welfare benefit fund (within the meaning of Section 419 of the Code) there is no disqualified benefit (within the meaning of Section 4976(b) of the Code) that would result in the imposition of a Tax under Section 4976(a) of the Code. Each Employee Plan (that is a "group health plan" within the meaning of Section 5001(b)(2) of the Code) is either (x) in compliance with the Patient Protection and Affordable Care Act and its companion bill, the Health Care and Education Reconciliation Act of 2010; or (y) being treated as a "grandfathered health plan" under the Affordable Care Act of 2010.

(i) Except as set forth on Section 4.20(i) of the Company Disclosure Letter, no Employee Plan is a deferred compensation plan subject to the requirements of Section 409A of the Code. Each Employee Plan that is subject to Section 409A of the Code has been maintained and operated in compliance with Section 409A of the Code. Neither the Company nor its Subsidiaries have entered into any agreement or arrangement to, and does not otherwise have any obligation to, indemnify or hold harmless any individual for any liability that results from the failure to comply with the requirements of Section 409A of the Code, and does not have any liability for nonreporting or underreporting of income subject to Section 409A of the Code.

Section 4.21. *Employees and Consultants.*

(a) Section 4.21(a) of the Company Disclosure Letter sets forth the employer, name, title, status (exempt or non-exempt), current annual salary rate or current hourly wage and bonuses paid in respect of 2018 for each present employee of the Company and its Subsidiaries.

(b) Section 4.21(b) of the Company Disclosure Letter sets forth the name and current rate of compensation of each current independent contractor retained by the Company and its Subsidiaries. All independent contractors set forth on Section 4.21(b) of the Company Disclosure Letter have been, and currently are, properly classified and treated as independent contractors and not as employees. All such independent contractors have in the past been and continue to be properly and appropriately treated as non-employees for all federal, state, local and foreign Tax purposes, including the reporting of compensation on IRS Forms 1099. At no time has any independent contractor brought a claim against the Company or its Subsidiaries, whether formally or informally, challenging his or her status as an independent contractor or made a claim for additional compensation or any benefits under any Employee Plan. No Persons are currently providing, or have ever provided, services to the Company or its Subsidiaries pursuant to a leasing agreement or similar type of arrangement

(c) Except as set forth in Section 4.21(c) of the Company Disclosure Letter, to the Knowledge of the Company, (i) no director, officer, or other key employee of any TruVista Company intends to terminate such Person's employment with such TruVista Company, and (ii) no independent contractor, consultant, or sales agent intends to terminate such Person's arrangement with any TruVista Company.

(d) No TruVista Company has violated the Worker Adjustment and Retraining Notification Act or any similar state or local Applicable Law.

(e) To the Knowledge of the Company, no director, officer, employee, agent, consultant, or independent contractor of any TruVista Company is bound by any Contract or subject to any Order that purports to limit the ability of such director, officer, employee, agent, consultant, or independent contractor (i) to engage in or continue or perform any conduct, activity, duties, or practice relating to the business of any TruVista Company or (ii) to assign to any TruVista Company any rights to any invention, improvement, or discovery. No former or current employee of any TruVista Company is a party to, or is otherwise bound by, any Contract that in any way adversely affected, affects, or could affect the ability of any TruVista Company to continue to conduct its business as conducted.

Section 4.22. *Labor Disputes; Compliance.*

(a) Each TruVista Company has at all times complied in all material respects with Applicable Law relating to employment practices, terms, and conditions of employment, worker classification, equal employment opportunity, nondiscrimination, sexual harassment, immigration, wages, hours, benefits, workers' compensation, collective bargaining and similar requirements, the withholding and payment of Social Security and similar Taxes, and Occupational Safety and Health Laws. No TruVista Company is liable for the payment of any Taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Applicable Law.

(b) Except as set forth in Section 4.22(b) of the Company Disclosure Letter:

(i) no TruVista Company is or has ever been a party to any collective bargaining agreement or other labor contract;

(ii) there has not been, there is not pending or existing, and, to the Knowledge of the Company, there is not threatened, any strike, slowdown, picketing, work stoppage, employee grievance process, organizational activity, or other labor dispute involving any TruVista Company;

(iii) to the Knowledge of the Company, no event has occurred or circumstance exists that could provide the basis for any work stoppage or other labor dispute;

(iv) there has not been, and there is not pending or, to the Knowledge of the Company, threatened against or affecting any TruVista Company any Proceeding relating to the alleged violation of any Applicable Law pertaining to labor relations or employment matters, including any charge or complaint filed with the National Labor Relations Board or any comparable Governmental Authority;

(v) no application or petition for an election or for certification of a collective bargaining agent is pending;

(vi) there has not been, and there is not pending or, to the Knowledge of the Company, threatened, any lockout of any employees by any TruVista Company; and

(vii) there has not been, and there is not pending or, to the Knowledge of the Company, threatened, against any TruVista Company any charge of discrimination or sexual harassment filed with the Equal Employment Opportunity Commission or similar Governmental Authority, and no event has occurred or circumstances exist that could provide the basis for any such charge.

Section 4.23. *Environmental Matters.*

(a) Except as is set forth in Section 4.23(a) of the Company Disclosure Letter:

(i) Each TruVista Company has all environmental Permits necessary for its operations to comply with all applicable Environmental Laws and is in material compliance with the terms of such Permits.

(ii) Since January 1, 2014, each TruVista Company has complied in all material respects with applicable Environmental Laws.

(iii) There are no pending or, to the Knowledge of any TruVista Company, threatened claims or Liens resulting from any Environmental Liability or arising under or pursuant to any Environmental Law, with respect to or affecting the Facilities or any other asset owned or used by any TruVista Company or in which any TruVista Company has or had an interest.

(iv) No TruVista Company has any Environmental Liability, and no event has occurred or circumstance exists to the Knowledge of any TruVista Company that (with or without notice or lapse of time) could result in any TruVista Company having any material Environmental Liability.

(v) There has been no Release of any Hazardous Substances at, on, under, to, in or from (A) any location by or arising from the operations of, (B) any property or facility now or previously owned, leased or operated by, or (C) any property or facility to which any Hazardous Substance has been transported for disposal, recycling or treatment by or on behalf of, in each case, any TruVista Company.

(vi) None of the Facilities contains any (A) above-ground or underground storage tanks or (B) landfills, surface impoundments, or disposal areas.

(vii) There is no written part of any environmental investigation, study, audit, test, review, analysis or other environmental assessment in the possession, custody or control of any TruVista Company that identifies any material unresolved liability under or failure to comply with Environmental Laws of or by any TruVista Company or any of their respective legal predecessors in interest (including in respect of any property now or previously owned, leased or operated by any TruVista Company or any of its legal predecessors in interest) that has not been made available to Parent at least five days prior to the date hereof.

Section 4.24. *Insurance.*

(a) The Company has made available to Parent copies of (i) all policies of insurance (and correspondence relating to coverage thereunder) and fidelity bonds in the amount of $250,000 or more to which any TruVista Company is a party, an insured, or a beneficiary, or under which any TruVista Company, or any director, officer, or manager of any TruVista Company in his or her capacity as such, is currently covered, a list of which is included in Section 4.24(a) of the Company Disclosure Letter, and (ii) the five-year loss runs under such policies and bonds.

(b) Section 4.24(b) of the Company Disclosure Letter sets forth any self-insurance or retention arrangement by or affecting any TruVista Company, including any reserves established thereunder and any claims paid in the preceding five years thereunder.

(c) Except as set forth in Section 4.24(c) of the Company Disclosure Letter:

(i) all policies of insurance to which any TruVista Company is a party, an insured, or a beneficiary or that provide coverage to any director, officer, or manager of an TruVista Company in such capacity:

(A) are valid, outstanding, and enforceable;

(B) are issued by an insurer that is financially sound and reputable;

(C) taken together, provide adequate insurance coverage for the assets and the operations of each TruVista Company for all risks to which such TruVista Company is normally exposed;

(D) are sufficient for compliance with Applicable Law and all Material Contracts to which any TruVista Company is a party or by which it is bound;

(E) will continue in full force and effect following the consummation and performance of the transactions contemplated hereby; and

(F) do not provide for any retrospective premium adjustment or other experience-based liability on the part of any TruVista Company;

(ii) no TruVista Company has received:

(A) any refusal of insurance coverage or any notice that a defense will be afforded with reservation of rights; or

(B) any notice of cancellation or any other indication that any policy of insurance is no longer in full force or effect or will not be renewed or that the issuer of any policy of insurance is not willing or able to perform its obligations thereunder;

(iii) each TruVista Company has paid all premiums due, and has otherwise performed its obligations, under each policy of insurance to which it is a party or that provides coverage to it or to any of its directors, officers, or managers, in their capacity as such;

(iv) each TruVista Company has given notice to the insurer of all insured claims; and

(v) no TruVista Company has received any notice of any, and to the Knowledge of the Company there are no, planned or proposed increases in the premiums (other than routine rate adjustments) or any other adverse change in the terms of any policy of insurance covering any TruVista Company or any officer, director, or manager of an TruVista Company in his or her capacity as such.

(d) No TruVista Company has provided any information to any insurer in connection with any application for insurance that could result in (i) cancellation of any insurance policy or bond for the benefit of such TruVista Company or (ii) denial of coverage for a risk otherwise covered by any such insurance policy or bond.

(e) Section 4.24(e) of the Company Disclosure Letter describes the manner in which the Company insures or self-insures with respect to workers' compensation liability. Section 4.24(e) of the Company Disclosure Letter lists each incident or claim that creates or could create a workers' compensation liability of any TruVista Company since December 31, 2016, and the related disposition and accrual with respect to such incident or claim. No TruVista Company has received any notice that, and no TruVista Company has any reason to believe, based on its incident or claim experience, that its workers' compensation insurance premiums or expenses will increase in the next 12 months, or, if self-insured, that it will not be permitted to continue to self-insure without increase in any related bonds, letters of credit, or other form of financial security.

Section 4.25. *Relationships With Related Persons.* No Officer and no Related Person of any Officer of any TruVista Company has, or since December 31, 2015 has had, any interest in any asset owned or used by any TruVista Company. No Officer and no Related Person of any Officer of any TruVista Company is, or since December 31, 2015 has been, a Related Person of a Person that has (a) had material business dealings or a material financial interest in any transaction with any TruVista Company or (b) engaged in competition with any TruVista Company, other than ownership of less than one percent of the outstanding capital stock of a Person that is listed on any national or regional securities exchange. Except as set forth in Section 4.25 of the Company Disclosure Letter, no Officer or any Related Person of any Officer of any TruVista Company is a party to any Material Contract with, or has any material claim or right against, any TruVista Company.

Section 4.26. *Network Facilities.*

(a) Section 4.26(a) of the Company Disclosure Letter sets forth the following information as of the date of this Agreement regarding the route and location of the Network Facilities of the TruVista Companies, which comprise the TruVista Companies' local exchange, cable metro access and long haul network (together, the "**Network**"): (i) the network route map (including any backbone fiber routes under construction); (ii) the number of route miles and the number of fiber miles of the Network Facilities owned by such TruVista Company; and (iii) the number of route miles and the number of fiber miles of the Network Facilities leased by such TruVista Company. There are no material Network Facilities used by any TruVista Company other

than those set forth in Section 4.26(a) of the Company Disclosure Letter and no other assets are necessary for the use, operation or maintenance of the Network Facilities consistent with the past practice of the TruVista Companies.

(b) The Network is in good working condition and is without any material defects.

(c) For the last three (3) years, no TruVista Company has been obligated to make any payments to any business customers for failure to satisfy applicable "Service Level Agreements" with the business customers of any TruVista Company.

(d) The TruVista Companies own or have a valid right to use the Network Underlying Rights free and clear of all Liens, other than Permitted Liens, and have held all of the Network Underlying Rights in a manner that does not violate in any material respect the terms of any such Network Underlying Right. The Network Agreements constitute all rights necessary to allow the Business of the TruVista Companies to be operated in the Ordinary Course of Business.

(e) The TruVista Companies have good and valid title to or otherwise have the right to use, and have adequate rights of access to, all items and equipment used to operate and maintain the Network and such items and equipment are in good operating condition and repair, free from all material defects, subject only to normal wear and tear.

Section 4.27. *Customers and Suppliers.* Section 4.27 of the Company Disclosure Letter sets forth a true and complete list of (a) the top ten (10) largest customers of the TruVista Companies on a consolidated basis by dollar volume of sales for each of the year ending December 31, 2017 and the year ended December 31, 2018 (collectively, the "**Top Customers**") and (b) the top twenty (20) largest suppliers of the TruVista Companies, on a consolidated basis determined by dollar volume of expenditures, for each of the year ending December 31, 2017 and the year ended December 31, 2018 ("**Top Suppliers**"). Except as set forth on Section 4.27 of the Company Disclosure Letter, no TruVista Company has received any written notice from any Top Customer or Top Supplier stating that such Top Customer or Top Supplier (i) has ceased, or will cease, to use the services of any TruVista Company on or after the Closing, or (ii) will otherwise materially and adversely modify its business relationship with any TruVista Company on or after the Closing. There have been no material disputes or controversies with any Top Customer or Top Supplier.

Section 4.28. *Books and Records.* The books of account, minute books, stock record books and other records of each TruVista Company, all of which have been made available to Parent, are accurate and complete in all material respects and have been maintained in accordance with sound business practices. The minute books of each TruVista Company contain accurate and complete records of all meetings held of, and company action taken by, the respective TruVista Company's equity owners, managers, boards and committees of the boards, and no such meeting has been held for which minutes have not been prepared and are not contained in such minute books. At the time of Closing, all of such books and records will be in the possession of the Company.

Section 4.29. *Finders' Fees.* Except for Stifel, Nicolaus & Company, Incorporated, no Person is entitled to any brokerage or finder's fee, agent's commission or other similar payment in connection with this Agreement or the transactions contemplated by this Agreement for which any Member or any TruVista Company has any liability or obligation, contingent or otherwise.

Section 4.30. *No Other Representations and Warranties.* Except for the representations and warranties set forth in this Article 4 (including related portions of the Company Disclosure Letter), each of Parent and Merger Sub acknowledges and agrees that no representation or warranty of any kind whatsoever, express or implied, at law or in equity, is made or shall be deemed to have been made by or on behalf of the Company to Parent or Merger Sub, including any representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to Parent or Merger Sub, including any documents or material made available via the Data Room, and the Company hereby disclaims any such representation or warranty, whether by or on behalf of the Company, and notwithstanding the delivery or disclosure to Parent or Merger Sub, or any of their Representatives or Affiliates, of any documentation or other information by the Company or any of its Representatives or Affiliates with respect to any one or more of the foregoing.

(a) Each of Parent and Merger Sub also acknowledges and agrees that the Company makes no representation or warranty with respect to any projections, forecasts or other estimates, plans or budgets of future revenues, expenses or expenditures, future results of operations (or any component thereof), future cash flows (or any component thereof) or future financial condition (or any component thereof) of the Company or any of its Subsidiaries or the future business, operations or affairs of the Company or any of its Subsidiaries heretofore or hereafter delivered to or made available to Parent, Merger Sub or their respective Representatives or Affiliates.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub represent and warrant to the Company as of the date hereof and as of the Closing Date that, except as set forth in the Parent Disclosure Letter:

Section 5.01. *Corporate Existence and Power.* Parent is a limited partnership duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority and all Permits and Consents required to carry on its business as now conducted. Merger Sub is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all company powers and all Permits and Consents required to carry on its business as now conducted. All of the outstanding equity interests of Merger Sub are owned directly by Parent. Merger Sub was formed solely for the purposes of effecting the Merger, and has not, since the date of its incorporation, engaged in any activities other than in connection with or as contemplated by this Agreement.

Section 5.02. *Corporate Authorization.* The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of

the transactions contemplated hereby are within the corporate powers of Parent and Merger Sub and have been duly authorized by all necessary corporate action and has been approved and adopted by the sole stockholder of Merger Sub. This Agreement constitutes a valid and binding agreement of each of Parent and Merger Sub.

Section 5.03. *Governmental Authorization.* The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental Authority other than (i) the filing of articles of merger with respect to the Merger with the South Carolina Secretary of State and appropriate documents with the relevant authorities of other states in which Merger Sub is qualified to do business, (ii) compliance with any applicable requirements of (A) the HSR Act, (B) the FCC (including the Team Telecom Agencies), (C) CFIUS, (D) the PSCs, and (iii) any actions or filings the absence of which would not, individually or in the aggregate, reasonably be expected to materially impair or delay Parent or Merger Sub's ability to consummate the transactions contemplated hereby.

Section 5.04. *Non-contravention.* The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated hereby do not and will not (i) contravene, conflict with, or result in any violation or breach of any provision of the articles of organization, limited liability company agreement, or articles of incorporation or bylaws, as applicable, of Parent or Merger Sub, (ii) assuming compliance with the matters referred to in Section 5.03, contravene, conflict with or result in a violation or breach of any provision of any Applicable Law, (iii) assuming compliance with the matters referred to in Section 5.03, require any Consent or other action by any Person under, constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Parent or any of its Subsidiaries is entitled under any provision of any agreement or other instrument binding upon Parent or any of its Subsidiaries or (iv) result in the creation or imposition of any Lien on any asset of Parent or any of its Subsidiaries, with only such exceptions, in the case of each of clauses (ii) through (iv), as would not, individually or in the aggregate, reasonably be expected to materially impair or delay Parent or Merger Sub's ability to consummate the transactions contemplated hereby.

Section 5.05. *Finders' Fees.* There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Parent who might be entitled to any fee or commission from the Company or any of its Affiliates upon consummation of the transactions contemplated by this Agreement.

Section 5.06. *Equity Financing.* Parent has delivered to the Company a fully executed copy of the equity commitment letter from iCON Infrastructure Partners IV, L.P. (the "**Equity Financing Commitment**"), dated as of the date of this Agreement, pursuant to which and, subject only to the satisfaction of all conditions hereunder to the obligations of Parent and Merger Sub to consummate the Merger, the party thereto (other than Parent) has irrevocably agreed to invest in the form of equity securities to be issued by Parent (the provision of such funds as set forth therein (the "**Equity Financing**") the amount necessary to permit Parent and Merger Sub to consummate the Merger and the transactions contemplated hereby on a timely basis and to (i) pay any and all

fees and expenses required to be paid by Parent and Merger Sub in connection with the Merger and the Equity Financing and (ii) satisfy all of the other payment obligations of Parent and Merger Sub contemplated hereunder. As of the date of this Agreement, the Equity Financing Commitment, in the form so delivered, is in full force and effect and is a legal, valid and binding obligation of Parent and, to the Knowledge of Parent, the other respective parties thereto, in each case, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, and are supported by adequate resources documented to the Company. There are no conditions precedent or other contingencies related to the funding of the full amount of the Equity Financing, other than as set forth in this Section 5.06 and in the Equity Financing Commitment. The Equity Financing Commitment may not be amended or modified in any respect without the prior written consent of the Company to the extent such amendment or modification would reasonably be expected to (u) reduce the aggregate amount of cash proceeds available from the Equity Financing below the amount necessary to finance the transactions to be consummated on the Closing Date, (v) impose any new or additional condition, or otherwise amend, modify or expand any condition, to the receipt of any portion of the Equity Financing, (w) delay or prevent the funding of the Equity Financing on the Closing Date, (x) make the funding of any portion of the Equity Financing (or satisfaction of any condition to obtaining any portion of the Equity Financing) materially less likely to occur, (y) adversely impact the ability of Parent to enforce its rights against any other party to any documentation relating to the Equity Financing, or (z) impact the ability of Parent to consummate the transactions contemplated hereby or the likelihood of the consummation of the transactions contemplated hereby.

Section 5.07. *Parent's Qualifications*. Within the meaning of the Communications Act:

(a) Neither Parent nor Merger Sub is a foreign government or the representative thereof; and

(b) Neither Parent nor Merger Sub has any ten percent or greater attributable or significant interest in any telecommunications carrier (including any reseller of telecommunications service), commercial mobile radio services provider, cable system, or cable operator, providing service in whole or in part in any of the authorized service areas of the Company and its Subsidiaries.

ARTICLE 6
COVENANTS OF THE COMPANY

Section 6.01. *Conduct of the Company*. Prior to the Closing Date, except as otherwise provided in this Agreement, set forth in Section 6.01 of the Company Disclosure Letter, or consented to in writing (email being sufficient) by Parent (which consent shall not be unreasonably withheld or delayed) the Company shall, and shall cause each of its Subsidiaries to:

(a) conduct its business only in the Ordinary Course of Business;

(b) use its commercially reasonable best efforts to preserve intact its current business organization, keep available the services of its officers, employees, and agents, and maintain its relations and goodwill with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with it;

(c) maintain the assets owned or used by it in a state of repair and condition that complies with Applicable Law and Applicable Contracts and is consistent with the requirements and normal conduct of its business;

(d) keep in full force and effect, without amendment, all material rights relating to the Business;

(e) comply in all material respects with all Applicable Law and all of its Applicable Contracts;

(f) continue in full force and effect the insurance coverage under the policies set forth in Section 4.24(a) of the Company Disclosure Letter or substantially equivalent policies;

(g) except as required to comply with ERISA or to maintain qualification under Section 401(a) of the Code, not amend, modify, enter into or terminate any Employee Plan and, except as required under the provisions of any Employee Plan or consistent with past practices relating to such Employee Plan, not make any contributions to or with respect to any Employee Plan;

(h) maintain all of its records consistent with past practice;

(i) not make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action, enter into any settlement or compromise of any claim, notice, audit report or assessment in respect of any Taxes, adopt or change any method of Tax accounting, enter into any Tax allocation, sharing or closing agreement, surrender any right to claim a Tax refund, consent to any extension or waiver of the statute of limitations applicable to any Tax claim or assessment, or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Parent, the Surviving Entity or any TruVista Company in a Tax period ending after the Closing Date;

(j) not (i) amend, cancel, waive or modify any right under any Material Contract or Network Agreement or Contract that would constitute a Material Contract or Network Agreement if entered into prior to the date hereof, except for immaterial amendments in the Ordinary Course of Business, (ii) enter into any Contract that would, if entered into prior to the date hereof, constitute a Material Contract or Network Agreement;

(k) not forgive, compromise or waive any obligation or performance (past, present or future) owed to the Company, including under any Material Contract or Network Agreement, or other right or claim, other than in the Ordinary Course of Business and having a value less than $100,000, individually or in the aggregate;

(l) not (i) issue, sell, pledge, dispose of, encumber or deliver (whether through the issuance or granting of any options, warrants, commitments, subscriptions, rights to purchase or

otherwise), or authorize the issuance, sale, pledge, disposal, encumbrance or delivery of any Company Securities; (ii) redeem, reclassify, split, combine, purchase, or otherwise acquire, directly or indirectly, any such Company Securities; or (iii) amend any term of any Company Securities;

(m) not adopt or propose any change to, or amend or otherwise alter the Company's Organizational Documents (including by merger, consolidation or otherwise);

(n) not mortgage, pledge, create, incur, assume or suffer to exist any Lien, other than Permitted Liens, on any of the Company's or any of its Subsidiaries' material assets;

(o) not (i) acquire any securities, business or substantially all of the assets or property of any Person (whether by merger, consolidation, purchase of securities or assets or otherwise), directly or indirectly, (ii) merge or consolidate with or into any other Person, adopt a plan of complete or partial liquidation, dissolution, consolidation, restructuring, recapitalization or other reorganization of the Company, or otherwise alter the Company's corporate structure, or (iii) enter into any equity joint venture;

(p) not permit any Leakage to occur other than Permitted Leakage; and

(q) take no action, or fail to take any reasonable action within its control, as a result of which any of the changes or events listed in Section 4.10 would be likely to occur.

Section 6.02. *Access to Information.*

(a) From the date hereof until the Effective Time and subject to Applicable Law and the confidentiality agreement dated January 7, 2019 between the Company and Parent (the "**Confidentiality Agreement**"), the Company shall (i) give to Parent, its counsel, financial advisors, Debt Financing Sources, auditors and other authorized Representatives reasonable access to the offices, properties, books and records (including Tax Returns), Contracts and documents of the Company and its Subsidiaries, (ii) furnish to Parent, its counsel, financial advisors, auditors and other authorized Representatives such reasonably available financial and operating data and other information as such Persons may reasonably request and (iii) cooperate, and cause the Company's officers, directors, employees, advisors, accountants and counsel to cooperate with Parent and its Representatives in connection with the foregoing. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Company and its Subsidiaries. No investigation by Parent, its Affiliates or any of their respective directors, officers, employees, advisors, accountants and counsel or other information received by Parent, its Affiliates or any of their respective directors, officers, employees, advisors, accountants and counsel shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Company hereunder.

(b) From the date hereof until the Effective Time: (i) as soon as reasonably practicable and in any event no later than fifteen (15) Business Days after the end of each calendar month, the Company shall deliver to Parent unaudited consolidated financial statements of the Company and its Subsidiaries for the preceding month and an updated cash forecast in the form provided to

Parent prior to the date hereof; (ii) the Company shall promptly deliver to Parent copies of all Tax Returns filed by the Company or any of its Subsidiaries; (iii) in the event any Leakage or Permitted Leakage payment, the Company shall notify Parent in writing within five (5) Business Days of each such occurrence.

Section 6.03. *Shareholder Meeting; Proxy Statement.*

(a) The Company shall take all action necessary under Applicable Law to establish a record date for, duly call, give notice of, convene and hold a meeting of its shareholders (the "**Company Shareholder Meeting**") as soon as reasonably practicable after the date of this Agreement, and in any event no later than May 21, 2019, for the purpose of voting on approval and adoption of this Agreement. The Board of Directors of the Company shall recommend approval and adoption of this Agreement by the Shareholders. The Company shall, (i) as promptly as practicable, mail to its shareholders the Proxy Statement and all other proxy materials for the Company Shareholder Meeting and if necessary in order to comply with applicable securities laws, after the Proxy Statement shall have been so mailed, promptly circulate amended or supplemental proxy material, and, if required in connection therewith, resolicit proxies, (ii) use its commercially reasonable best efforts to obtain the Company Shareholder Approval and (iii) otherwise comply with all legal requirements applicable to the Company Shareholder Meeting.

(b) Parent and its counsel shall be given a reasonable opportunity to review and comment on the Proxy Statement before such document (or any amendment or supplement thereto) is mailed to the Shareholders, and the Company shall include in such document any comments reasonably proposed by Parent and its counsel.

(c) Without the prior written consent of Parent, the Company shall not submit any proposal to the Shareholders at the Company Shareholder Meeting, other than (i) the approval of this Agreement and (ii) if the Company Shareholder Meeting is also the Company's annual meeting, the election of directors; *provided*, that the election of directors shall follow the vote with respect to the approval of this Agreement. The Company (in consultation with Parent) shall set a single record date for Persons entitled to notice of, and to vote at, the Company Shareholder Meeting and, except as required by Applicable Law, shall not change such record date without the prior written consent of Parent. The Company shall ensure that all proxies solicited in connection with the Company Shareholder Meeting are solicited in compliance with Applicable Law.

Section 6.04. *Acquisition Proposals.*

(a) Subject to Section 6.04(d), except with respect to this Agreement and the transactions contemplated hereby, the Company agrees that, neither it nor any of its Subsidiaries, or any of their respective directors or officers, shall, and it shall cause its and its Subsidiaries' Representatives not to, directly or indirectly (i) initiate, solicit, encourage or seek, any Acquisition Proposal or the making of any inquiry, indication of interest, proposal or offer that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal, (ii) engage in, continue or otherwise participate in any discussions or negotiations regarding any inquiry, indication of interest, proposal or offer that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal, (iii) furnish or provide any information or data to any Person (other than

Parent and its Representatives) in connection with any inquiry, indication of interest, proposal or offer that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal, (iv) otherwise knowingly facilitate any effort or attempt with respect to the foregoing, (v) enter into a Contract with any Person relating to an Acquisition Proposal or (vi) release any third party from, or waive any provision of any confidentiality agreement to which it is a party.

(b) The Company agrees that it and its Subsidiaries and their respective directors, officers, and employees, shall, and it shall cause its and its Subsidiaries' Representatives to, immediately cease and cause to be terminated any solicitation, discussions, negotiations or knowing facilitation or encouragement with any Person that may be ongoing with respect to any inquiry, indication of interest, proposal or offer that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal.

(c) The Company shall promptly (but in any event within 48 hours) notify Parent in writing of the receipt of any inquiry, indication of interest, proposal or offer that constitutes, or could reasonably be expected to lead to, any Acquisition Proposal, indicating (i) the identity of the Person making such Acquisition Proposal and (ii) the material terms and conditions of such Acquisition Proposal and providing Parent with the most current version (if any) of such inquiry, indication of interest, proposal or offer and all related material documentation. With respect to any Acquisition Proposal described in the immediately preceding sentence, the Company shall keep Parent reasonably informed, on a prompt basis (but in any event within 48 hours of any such event), of (x) any changes or modifications to the terms of any such Acquisition Proposal and (y) any communications from such Person to the Company or from the Company to such Person with respect to any changes or modifications to the terms of any such Acquisition Proposal. Except as required by Applicable Law, the Company shall not terminate, amend, modify, waive or fail to enforce any provision of any standstill or similar obligation with respect to any class of equity securities of the Company or any of its Subsidiaries.

(d) Notwithstanding anything to the contrary contained in Section 6.04(a) or Section 6.04(b), prior to the Company Shareholder Approval, in response to an unsolicited bona fide written Acquisition Proposal made after the date hereof that did not result from a breach of this Section 6.04, if the Company Board of Directors determines in good faith (x) after consultation with the Company's financial advisors and outside legal counsel, that such Acquisition Proposal is, or could reasonably be expected to lead to, a Superior Proposal and (y) after consultation with the Company's outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with its fiduciary duties under Applicable Law, the Company may, subject to providing Parent prior notice, (i) furnish or provide information (including non-public information or data) regarding, and afford access to, the business, properties, assets, books, records and personnel of, the Company and its Subsidiaries, to the Person making such Acquisition Proposal and its Representatives; provided, however, that the Company shall as promptly as is reasonably practicable make available to Parent any non-public information concerning the Company or its Subsidiaries that is provided to any Person pursuant to this clause (i) to the extent such information was not previously made available to Parent and (ii) engage in discussions and negotiations with such Person and its Representatives with respect to such Acquisition Proposal; provided, further, that, prior to taking any of the actions set forth in the foregoing clauses (i) or (ii) above, the Person making such Acquisition Proposal has entered into a confidentiality agreement

on terms no less favorable to the Company than those contained in the Confidentiality Agreement and containing additional provisions that expressly permit the Company to comply with the terms of this Section 6.04 (a copy of which confidentiality agreement shall be promptly (and in all events within 24 hours) provided for informational purposes only to Parent's outside legal counsel (it being understood that the negotiation of such confidentiality agreement shall not be deemed to be a breach of Section 6.04(a) or Section 6.04(b)).

(e) Except as set forth in Section 6.04(f), the Company shall not, and the Company's Board of Directors (and each committee thereof) shall not (i) (A) withdraw, change, qualify, withhold or modify, or propose to do any of the foregoing, in a manner adverse to Parent or Merger Sub, the recommendation by the Company's Board of Directors that the Shareholders approve this Agreement (the "**Company Board Recommendation**"), (B) adopt, approve or recommend, or propose to adopt, approve or recommend, any Acquisition Proposal, or (C) agree or resolve to take any action set forth in the foregoing clauses (A) and (B) (any action set forth in this clause (i), a "**Company Adverse Recommendation Change**") or (ii) authorize, cause or permit the Company or any of its Affiliates to enter into any letter of intent, memorandum of understanding, agreement in principle, definitive agreement, or other similar commitment that would reasonably be expected to lead to an Acquisition Proposal (other than a confidentiality agreement) (an "**Alternative Acquisition Agreement**").

(f) Notwithstanding anything to the contrary in this Agreement, at any time prior to obtaining the Company Shareholder Approval, the Company Board of Directors may, in response to a Superior Proposal, make a Company Adverse Recommendation Change if (i) the Company has received a Superior Proposal other than as a result of a breach of this Section 6.04 and the Company Board of Directors (or a duly authorized committee thereof) determines in good faith, after consultation with the Company's outside legal counsel, that the failure to make a Company Adverse Recommendation Change in response to the receipt of such Superior Proposal would reasonably be expected to be inconsistent with its fiduciary duties under Applicable Law and (ii) (A) the Company provides Parent prior written notice of its intent to make any Company Adverse Recommendation Change or terminate this Agreement pursuant to Section 10.01(e) at least four (4) Business Days prior to taking such action to the effect that, absent any modification to the terms and conditions of this Agreement that would cause the Superior Proposal to no longer be a Superior Proposal, the Company Board has resolved to effect a Company Adverse Recommendation Change or to terminate this Agreement pursuant to Section 10.01(e), which notice shall specify the basis for such Company Adverse Recommendation Change, shall provide the material terms and conditions of such Superior Proposal and shall attach the most current draft of any Alternative Acquisition Agreement, and any other material documents with respect to the Superior Proposal that (x) include any terms and conditions of the Superior Proposal and (y) were not produced by the Company, any of its Subsidiaries or any of its or their Representatives solely for internal purposes, if applicable (a "**Notice of Recommendation Change**") (it being understood that such Notice of Recommendation Change shall not in itself be deemed a Company Adverse Recommendation Change and that any change in price or material revision or material amendment to the terms of a Superior Proposal, if applicable, shall require a new notice to which the provisions of clauses (A), (B) and (C) of this Section 6.04(f)(ii) shall apply mutatis mutandis except that, in the case of such a new notice, all references to four (4) Business Days in this Section 6.04(f) shall

be deemed to be two (2) Business Days), (B) during such four (4) Business Day period, if requested by Parent, the Company shall make its Representatives reasonably available to negotiate in good faith with Parent and its Representatives regarding any modifications to the terms and conditions of this Agreement that Parent proposes to make and (C) at the end of such four (4) Business Day period and taking into account any modifications to the terms of this Agreement proposed by Parent to the Company in a written, binding and irrevocable offer, the Company Board of Directors determines in good faith (x) after consultation with the Company's financial advisors and outside legal counsel, that such Superior Proposal still constitutes a Superior Proposal and (y) after consultation with the Company's outside legal counsel, that the failure to make such a Company Adverse Recommendation Change would reasonably be expected to be inconsistent with its fiduciary duties under Applicable Law.

(g) Nothing contained in this Section 6.04 or elsewhere in this Agreement shall prohibit the Company from making any other disclosure to its Shareholders if the Company Board of Directors determines in good faith after consultation with the Company's outside legal counsel that the failure to make such disclosure would be inconsistent with its fiduciary duties under Applicable Law.

(h) As used in this Agreement, "**Acquisition Proposal**" means (i) any proposal pursuant to which any Person or group of Persons, other than Parent or any of its Affiliates, would acquire or participate in a merger, consolidation, or other business combination involving any TruVista Company, directly or indirectly; (ii) any proposal by which any Person or group of Persons, other than Parent, would acquire a substantial equity interest in a TruVista Company, including the right to vote 10% or more of the capital stock (following a reorganization or conversion) of any TruVista Company entitled to vote for the election of directors; (iii) any acquisition of 10% or more of the combined assets of the TruVista Companies, other than in the Ordinary Course of Business; (iv) any acquisition in excess of 10% of the outstanding capital stock (following a reorganization or conversion) of any TruVista Company, other than as contemplated by this Agreement; (v) any acquisition of control of any TruVista Company; or (vi) any transaction similar to the foregoing.

Section 6.05. *Company Employee Plans.* At the request of Parent, the Company and the Subsidiaries will terminate at Closing any and all Employee Plans set forth on Schedule 6.05. At the request of Parent, the Company will provide Parent with evidence that such Employee Plans have been so terminated pursuant to resolutions duly adopted by the Company's Board of Directors or the board of directors of a Subsidiary, as applicable. The Company will take such other actions in furtherance of terminating such Employee Plans as Parent may reasonably require.

ARTICLE 7
COVENANTS OF PARENT

Section 7.01. *Conduct of Parent.* Parent shall not, and shall cause its Subsidiaries not to, from the date of this Agreement to the Effective Time, take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent,

materially delay or materially impede the ability of Parent and Merger Sub to consummate the Merger or the other transactions contemplated by this Agreement.

Section 7.02. *Obligations of Merger Sub.* Parent shall take all action necessary to cause Merger Sub to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement.

Section 7.03. *Director and Officer Liability.* Parent shall, or shall cause the Surviving Entity, to do the following:

(a) From and after the Effective Time, Parent shall cause the Surviving Entity to, indemnify and hold harmless, to the fullest extent permitted under applicable Law, each present and former director and officer of any TruVista Company (in each case, when acting in such capacity) (collectively, the "**Indemnified Parties**") from and against any and all costs and expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages and liabilities (collectively, "**Costs**") incurred in connection with any Proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, including the transactions contemplated by this Agreement to the same extent such Persons are entitled to be indemnified or have the right to advancement of expenses as of the date of this Agreement by the Company or any of its Subsidiaries pursuant to the Organizational Documents of such entity. From and after the Effective Time, Parent shall cause the Surviving Entity to advance expenses to each Indemnified Party claiming indemnification pursuant to this Section 7.03(a) as incurred to the fullest extent permitted under applicable Law; provided, however, that such Indemnified Party provides an undertaking to repay such advances if it is ultimately determined that such Indemnified Party is not entitled to such indemnification. Notwithstanding anything to the contrary in this Section 7.03(a) or in any Organizational Document of the Company, from and after the Closing, neither Parent nor the Surviving Entity shall be required to reimburse, indemnify, defend, or hold harmless, or advance any expenses to, any Indemnified Party for an act or omission that (i) was not taken or omitted to be taken in good faith, (ii) was not taken or omitted to be taken in a manner reasonably believed to be in, or not opposed to, the interests of the Company, (iii) with respect to any such action or omission resulting in a criminal investigation or proceeding, the Person taking such action had reason to believe such action or omission was unlawful; or (iv) constitutes fraud, willful misconduct or gross negligence.

(b) For six years after the Effective Time, Parent shall cause to be maintained in effect provisions in the Surviving Entity's Organizational Documents (or in such documents of any successor to the business of the Surviving Entity) regarding elimination of liability of directors, indemnification of officers, directors and employees and advancement of expenses that are no less advantageous to the intended beneficiaries than the corresponding provisions in existence on the date of this Agreement.

(c) Prior to the Effective Time, the Company shall or, if the Company is unable to, Parent shall cause the Surviving Entity as of the Effective Time to, obtain and fully pay the premium for a non-cancellable extension of the directors' and officers' liability coverage of the Company's existing directors' and officers' insurance policies and the Company's existing fiduciary liability

insurance policies (collectively, "**D&O Insurance**"), in each case for a claims reporting or discovery period of six years from and after the Effective Time (the "**Tail Period**") with respect to any claim related to any period of time at or prior to the Effective Time, from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to D&O Insurance, with terms, conditions, retentions and limits of liability that are no less favorable than the coverage provided under the Company's existing policies including with respect to any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty or any matter claimed against a director or officer of the Company or any of its Subsidiaries by reason of him or her serving in such capacity that existed or occurred at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated hereby). If the Company or the Surviving Entity for any reason fail to obtain such "tail" insurance policies as of the Effective Time, the Surviving Entity shall continue to maintain in effect, for a period of at least six years from and after the Effective Time, the D&O Insurance in place as of the date hereof with the Company's current insurance carrier or with an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to D&O Insurance, with terms, conditions, retentions and limits of liability that are no less favorable than the coverage provided under the Company's existing policies as of the date hereof, or the Surviving Entity shall purchase from the Company's current insurance carrier or from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to D&O Insurance comparable D&O Insurance for such six-year period, with terms, conditions, retentions and limits of liability that are no less favorable than as provided in the Company's existing policies as of the date hereof; *provided*, that in no event shall the aggregate cost of the D&O Insurance exceed during the Tail Period 300% of the current aggregate annual premium paid by the Company for such purpose; and provided, further, that if the cost of such insurance coverage exceeds such amount, the Surviving Entity shall obtain a policy with the greatest coverage available for a cost not exceeding such amount.

(d) If Parent, the Surviving Entity or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, to the extent necessary, Parent shall take all actions necessary so that the successors and assigns of Parent or the Surviving Entity, as the case may be, shall assume the obligations set forth in this Section 7.03.

(e) The provisions of this Section 7.03 are intended for the benefit of each of the present and former officers and directors of the Company (each, an "**Existing Director/Officer**") and are in addition to any rights such Person may have under the Organizational Documents of the Company or any of its Subsidiaries. These rights shall survive consummation of the Merger and are intended to benefit, and shall be enforceable by, each Existing Director/Officer.

Section 7.04. *Employee Matters.*

(a) With respect to any "employee benefit plan," as defined in Section 3(3) of ERISA, maintained by Parent or any of its Subsidiaries, including the Surviving Entity, in which each employee and other service provider of the Company or any of its Subsidiaries as of the Effective Time who continues employment with or continues to provide services to the Surviving Entity or

any of its Affiliates (each, a "**Continuing Employee**") becomes a participant, to the extent permitted by the applicable plan documents, such Continuing Employee shall receive full credit for purposes of eligibility to participate, vesting thereunder, and calculating the amount of vacation and severance benefits for service with the Company or any of its Subsidiaries (or predecessor employers to the extent the Company provides such past service credit) to the same extent that such service was recognized as of the Effective Time under a comparable plan of the Company and its Subsidiaries in which the Continuing Employee participated.

(b) With respect to any medical plan maintained by Parent or any of its Subsidiaries, including the Surviving Entity, in which any Continuing Employee is eligible to participate after the Effective Time, Parent shall, or shall cause its Subsidiaries, to the extent permitted by the applicable plan documents, to (i) waive all limitations as to preexisting conditions and exclusions with respect to participation and coverage requirements applicable to such employees or service providers to the extent such conditions and exclusions were satisfied or did not apply to such employees or service providers under the welfare plans of the Company or its Subsidiaries prior to the Effective Time and (ii) provide each Continuing Employee with credit for any co-payments and deductibles paid and for out-of-pocket maximums incurred prior to the Effective Time in satisfying any analogous deductible or out-of-pocket requirements to the extent applicable under any such plan.

(c) Nothing in this Section 7.04 shall (i) be treated as an amendment of, or undertaking to amend, any employee benefit plan or (ii) confer any rights or benefits on any person other than the parties to this Agreement.

Section 7.05. *R&W Insurance*. Parent shall have obtained the R&W Insurance Policy, which shall be effective as of the date of this Agreement and shall provide Parent coverage for breaches of representations and warranties of the Company. The R&W Insurance Policy shall include a customary waiver by the insurer of subrogation rights against any TruVista Company (except in instances of fraud). None of Parent, the Company or their Affiliates shall amend or modify such waiver of subrogation rights in the R&W Insurance Policy in a manner adverse to any TruVista Company.

ARTICLE 8
COVENANTS OF PARENT AND THE COMPANY

Section 8.01. *Best Efforts.*

(a) Subject to the terms and conditions of this Agreement, the Company and Parent shall use their commercially reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under Applicable Law to consummate the transactions contemplated by this Agreement, including (i) preparing and filing as promptly as practicable with any Governmental Authority or other third party all documentation to effect all necessary notices, applications and other filings and (ii) obtaining and maintaining all Permits and Consents required to be obtained from any Governmental Authority

or other third party that are necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

(b) In furtherance and not in limitation of the foregoing, each of Parent and the Company shall make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby as promptly as practicable and in any event within ten (10) Business Days of the date hereof and to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and to use their commercially reasonable best efforts to take all other actions necessary to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as practicable.

(c) Each of Parent and the Company shall cooperate with one another in vigorously prosecuting the applications to obtain all required approvals of the FCC (including any approval of the Team Telecom Agencies), any applicable PSCs and any state or local franchising authorities in connection with this Agreement. Such filings shall be made as promptly as practicable after the date hereof, and at the earliest practicable date each party hereto shall comply with any request from the FCC, any PSC or local franchising authority for additional information, documents or other materials.

(d) The Company, on the one hand, and Parent and Merger Sub, on the other hand, shall, and shall cause its affiliates to, take, or cause to be taken, all action necessary to obtain CFIUS Approval. Such actions shall include, without limitation, promptly making any draft filing required in connection with the CFIUS Approval in accordance with Exon-Florio, promptly making any final filing in connection with the CFIUS Approval and in accordance with the Exon Florio after receipt of confirmation that CFIUS has no further comment to the draft filing, and promptly providing any information requested by CFIUS or any other agency or branch of the U.S. government in connection with the CFIUS review or investigation of the transactions contemplated by this Agreement within the timeframes required under Exon Florio.

Section 8.02. *Certain Filings.*

(a) The Company and Parent shall cooperate with one another (i) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions or Consents are required to be obtained from parties to any Material Contracts, in connection with the consummation of the transactions contemplated by this Agreement and (ii) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions or Consents.

(b) Parent, in consultation with the Company, shall coordinate the overall development of the positions to be taken and the regulatory actions to be requested in such applications and filings for approval of the matters contemplated by this Agreement which require regulatory approval and of all other regulatory matters incidental thereto which are to be addressed in such applications and filings. Each of Parent and the Company shall furnish to each other all information required for any application, notice or other filing under this Section 8.02 or the rules and regulations of any Applicable Law in connection with the Transactions. No party to this

Agreement, directly or indirectly, shall take any action, including acquiring or making any investment in any corporation, partnership, limited liability company or other business organization or any division or assets thereof, that would reasonably be expected to cause a material delay in the satisfaction of the conditions contained in Section 8.01.

Section 8.03. *Public Announcements.* Parent and the Company shall consult with each other before issuing any press release, having any communication with the press (whether or not for attribution), making any other public statement or scheduling any press conference with respect to this Agreement or the transactions contemplated hereby and, except in respect of any public statement or press release as may be required by Applicable Law, shall not issue any such press release or make any such other public statement or schedule any such press conference without the consent of the other party.

Section 8.04. *Notices of Certain Events.* Each of the Company and Parent shall promptly notify the other of:

(a) 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;

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

(c) any actions, suits, claims or proceedings commenced or, to its Knowledge, threatened against, relating to or involving or otherwise affecting the Company or any of its Subsidiaries or Parent or any of its Subsidiaries, as the case may be, that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to any Section of this Agreement or that relate to the consummation of the transactions contemplated by this Agreement.

Section 8.05. *Communication and Meetings with Governmental Authorities.* Each party shall (i) promptly notify the other party of any written communication to that party from the FCC, the Team Telecom Agencies, CFIUS, any PSC or any other Governmental Authority with respect to this Agreement and the transactions contemplated hereby and, subject to Applicable Law, permit the other party to review in advance any proposed written communication to any of the foregoing with respect to this Agreement and the transactions contemplated hereby and (ii) furnish the other party with copies of all correspondence, filings, and communications between them and their respective Representatives or Affiliates, on the one hand, and any Governmental Authority, on the other hand, with respect to this Agreement and the transactions contemplated hereby. Subject to Applicable Law, neither party nor any of their respective Affiliates shall permit any of their officers or any of their other Representatives to participate in any substantive meeting or discussion with the FCC, the Team Telecom Agencies, CFIUS, any PSC or any other Governmental Authority with respect to this Agreement and the transactions contemplated hereby without giving the other party the opportunity to attend and participate.

Section 8.06. *Debt Financing.*

(a) Each of Parent and Merger Sub shall use their respective commercially reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the proceeds of the Debt Financing. Notwithstanding anything contained herein to the contrary, in no event shall "commercially reasonable best efforts" of Parent and Merger Sub under this Section 8.06 be deemed or construed to require parent or Merger Sub to initiate or pursue litigation against any of the Debt Financing Sources.

(b) The Company shall use its commercially reasonable best efforts to provide, and shall cause its Subsidiaries and its and their officers, directors and employees to use commercially reasonable best efforts to provide and shall direct its and their accountants, legal counsel and other representatives to provide, to Parent and Merger Sub all reasonable cooperation reasonably requested by Parent with regard to Parent's efforts to obtain debt financing (the "**Debt Financing**" and any commitment therefor, the "**Debt Financing Commitment**") from one or more financial institutions (together with such financial institutions' respective Affiliates, equity holders, members, partners, controlling persons, officers, directors, employees, agents, advisors and representatives, the "**Debt Financing Sources**"), including (i) using commercially reasonable best efforts to (A) furnish the required information to Parent and such other financial and other pertinent information regarding the Company and its Subsidiaries as may be reasonably requested by Parent, (B) participate in a reasonable number of meetings and presentations with prospective lenders and due diligence sessions contemplated by any potential Debt Financing, including direct contact between senior management (including, without limitation, the Chief Executive Officer and the Chief Financial Officer) and Representatives with appropriate seniority and expertise of the Company and its Subsidiaries on the one hand, and representatives of the actual and potential Debt Financing Sources in the Debt Financing, on the other hand, (ii) reasonably assisting Parent, Merger Sub and the Debt Financing Sources in their preparation of any bank information memoranda (including public and private versions thereof and the delivery of customary authorization and representation letters containing customary representations, including with respect to the presence or absence of material non-public information about the Company and regarding the accuracy of the information provided by, or with respect to, the Company to the extent contemplated by any Debt Financing Commitment) and related lender presentations, and similar documents required in connection with the Debt Financing, in each case identifying any portion of the information that constitutes material non-public information, (iii) reasonably cooperating with the marketing efforts of Parent, Merger Sub and the Debt Financing Sources with respect to the Debt Financing, (iv) providing Parent all documentation and other information with respect to the Company and its Subsidiaries as shall have been requested by Parent that is required in connection with the Debt Financing by U.S. regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, (v) facilitating the Company's independent auditors delivery of consents and customary "comfort letters" (including as to negative assurances) in connection with the Debt Financing and only to the extent customarily needed for financings of the type contemplated by any Debt Financing Commitment, (vi) facilitating the granting of a security interest (and perfection thereof) in collateral, and the preparation, execution and delivery of guarantees, mortgages, other definitive

financing documents or other certificates or documents as may reasonably be requested by Parent, including obtaining releases of existing Liens; provided, that any obligations and releases of Liens contained in all such Contracts and documents shall be subject to the occurrence of the Closing, (vii) obtaining a certificate of the Chief Financial Officer or equivalent officer in the form attached to any Debt Financing Commitment with respect to solvency matters, (viii) assisting in the preparation, execution and delivery of one or more credit agreements, pledge and security documents and other definitive financing documents as may be reasonably requested by Parent, (ix) cooperating in satisfying the conditions precedent set forth in the Debt Financing Commitments or any definitive document relating to the Debt Financing to the extent satisfaction of any such condition requires the cooperation of, or is within the control of, the Company and its Subsidiaries, (x) delivering notices of prepayment within the time periods required by the relevant agreements governing Indebtedness of the Company and obtaining customary payoff letters, lien terminations and instruments of discharge, and give any other necessary notices, to allow for the payoff, discharge and termination in full at the Closing of all indebtedness required by the Debt Financing Commitment to be terminated, and (xi) using commercially reasonable best efforts to assist Parent in the preparation of customary pro forma financial statements; provided that (A) Parent and Merger Sub shall be responsible for the preparation of such pro forma financial statements and pro forma adjustments giving effect to the Merger and the other transactions contemplated herein (without prejudice to the Company's responsibility for the accuracy of the Financial Statements pursuant to the terms of this Agreement) and (B) such assistance shall relate solely to the provision of financial information and data derived from the historical books and records of the Company and its Subsidiaries; provided, however, that nothing herein shall require such cooperation to the extent it would interfere unreasonably with the business or operations of the Company or its Subsidiaries. None of the Company or any of its Subsidiaries shall be required (x) to take any action that would reasonably be expected to conflict with or violate any Applicable Law; provided that in the event the Company does not provide cooperation pursuant to this Section 8.06(b) in reliance on this clause (x), the Company shall use commercially reasonable efforts to provide cooperation, to the extent feasible, in a way that would not conflict with or violate Applicable Law or (y) to pay any commitment or other similar fee or provide or agree to provide any indemnity in connection with any of the foregoing. The Company hereby consents to the reasonable use of the Company's and its Subsidiaries' trademarks, service marks and logos in connection with any potential alternative financing; provided that such trademarks, service marks and logos are used in a manner that is not intended to or reasonably likely to harm or disparage the Company or any of its Subsidiaries or the reputation or goodwill of the Company or any of its Subsidiaries. Parent shall indemnify and hold harmless the Company and its Subsidiaries from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred in connection with the arrangement of the Debt Financing (including actions taken at the request of Parent in accordance with this Section 8.06(b)) and any information utilized in connection therewith, except to the extent arising from (i) historical information furnished in writing by or on behalf of the Company and its Subsidiaries, including financial statements, or (ii) the willful misconduct, gross negligence, bad faith fraud or intentional misrepresentation of the Company and its Subsidiaries. Parent shall from time to time, promptly upon request by the Company, reimburse the Company for all documented and reasonable out-of-pocket costs incurred by the Company or its Subsidiaries in connection with this Section 8.06(b); provided, however, that the Company shall bear all costs related to its obligations with respect to

the preparation, review, delivery and audit of the historical financial statements referred to in the definition of "Financial Statements." If any portion of the Debt Financing becomes, or would reasonably be expected to become, unavailable on the terms and conditions contemplated in the Debt Financing Commitment, Parent shall use all reasonable efforts to arrange to obtain alternative financing, including from alternative sources, on conditions not materially less favorable, taken as a whole, than those set forth in the Debt Financing Commitment, in an amount sufficient to replace any unavailable portion of the Debt Financing ("**Alternative Debt Financing**") as promptly as practicable following the occurrence of such event and the provisions of this Section 8.06 shall be applicable to the Alternative Debt Financing, and, for the purposes of this Section 8.06, all references to the Debt Financing shall be deemed to include such Alternative Debt Financing and all references to the Debt Financing Commitment shall include the applicable documents for the Alternative Debt Financing. For the avoidance of doubt, the failure to obtain the Debt Financing or Alternative Debt Financing pursuant to this Section 8.06(b) shall not relieve Parent and Merger Sub of their obligations to consummate the Merger on the terms contemplated by this Agreement.

(c) The Company shall, and shall cause its Affiliates to, use commercially reasonable best efforts to periodically update the Financial Statements provided to Parent as may be necessary so that (i) the information contained in the Financial Statements, when taken as a whole, does not or will not, when furnished, contain any untrue statement of a material fact or omit to state any material fact necessary, in each case, in respect of the Company and its Subsidiaries, in order to make the Financial Statements not misleading in light of circumstances in which made in conformity with GAAP, and (ii) such Financial Statements meet the applicable representations set forth in Section 4.07. For the avoidance of doubt, Parent may, to most effectively access the financing markets, require reasonable cooperation of the Company and its Affiliates under this Section 8.06(c) at any time (it being understood that such cooperation shall be subject to the limitations set forth in Section 8.06(b), and from time to time and on multiple occasions, prior to the Closing.

(d) In the event that the Company becomes aware that any required information contains an untrue statement of material fact or omits to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made, the Company will use commercially reasonable best efforts to revise or supplement such required information as soon as reasonably practicable thereafter.

Section 8.07. *Confidentiality.* Prior to the Effective Time and after any termination of this Agreement, each of Parent and the Company shall hold, and shall use its commercially reasonable best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by Applicable Law, all confidential documents and information concerning the other party furnished to it or its Affiliates in connection with the transactions contemplated by this Agreement, in accordance with the terms of the Confidentiality Agreement.

ARTICLE 9
CONDITIONS TO THE MERGER

Section 9.01. *Conditions to the Obligations of Each Party.* The respective obligation of each party hereto to effect the Merger is subject to the satisfaction or (to the extent permitted by Law) waiver at or prior to the Closing of each of the following conditions:

(a) Regulatory Approvals.

(i) Any waiting period (and any extension thereof) applicable to the Closing under the HSR Act shall have been terminated or shall have expired;

(ii) The parties shall have obtained the FCC Consent;

(iii) The parties shall have obtained CFIUS Approval;

(iv) The approvals and notices specified in Section 9.01(a)(iv) of the Company Disclosure Letter shall have been obtained.

(b) No Injunctions or Restraints. No Governmental Authority or arbitrator of competent jurisdiction shall have enacted, entered, promulgated or enforced any Law or Order that is in effect and restrains, enjoins, prevents or otherwise prohibits the consummation of the Merger or makes the consummation of the Merger illegal.

(c) Company Shareholder Approval. The Company Shareholder Approval shall have been obtained.

Section 9.02. *Conditions to the Obligations of Parent and Merger Sub.* The obligations of Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver at or prior to Closing of the following further conditions:

(a) the Company shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time;

(b) the representations and warranties of the Company contained in this Agreement or in any certificate or other writing delivered by the Company pursuant hereto shall be true in all material respects (other than representations and warranties that contain an express materiality qualification, which shall be true in all respects) at and as of the Effective Time as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time);

(c) since the Balance Sheet Date, there shall have been no Leakage, other than (i) Permitted Leakage and (ii) Leakage reflected in the Leakage Closing Adjustment Amount;

(d) Parent shall have received a certificate signed by an executive officer of the Company to the effect that the conditions in clauses (a), (b) and (c) have been satisfied;

(e) the Company shall have delivered a properly completed and executed certification in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code, stating that the Company is not and has not been a "United States real property holding corporation" (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, and a copy of the notice of such certification to be sent to the IRS in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2), together with written authorization for Parent to deliver such notice and a copy of the certification to the IRS on behalf of the Company after Closing;

(f) the Company shall have delivered to Parent copies of the Payoff Letters and the Transaction Expenses Payoff Instructions;

(g) to the extent not previously provided, the Company shall provide the Parent with proof that the Company and each Subsidiary (as applicable) timely paid each of its 2019 quarterly estimated federal, state and local income tax payments, including a copy of the Company's IRS Form 1120-W and any similar state or local forms;

(h) each of the Consents identified in Section 9.02(h) of the Company Disclosure Letter will have been obtained in form and substance satisfactory to Parent and will be in full force and effect, and copies thereof shall have been delivered to Parent; and

(i) Parent shall have received the resignations, effective as of the Closing, of each manager, director and officer of the Company's Subsidiaries.

Section 9.03. *Conditions to the Obligations of the Company.* The obligations of the Company to consummate the Merger are subject to the satisfaction or waiver at or prior to Closing of the following further conditions:

(a) each of Parent and Merger Sub shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time;

(b) the representations and warranties of Parent contained in this Agreement or in any certificate or other writing delivered by Parent pursuant hereto shall be true in all material respects (other than representations and warranties that contain an express materiality qualification, which shall be true in all respects) at and as of the Effective Time as if made at and as of such time (other than representations and warranties that by their terms address matters only as of another specified time, which shall be true only as of such time);

(c) each of the Consents identified in Section 9.03(c) of the Parent Disclosure Letter will have been obtained in form and substance satisfactory to the Company and will be in full force and effect, and copies thereof shall have been delivered to the Company; and

(d) the Company shall have received a certificate signed by an executive officer of Parent to the effect that the conditions in clauses (a) and (b) have been satisfied.

ARTICLE 10
TERMINATION

Section 10.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding the Company Shareholder Approval):

(a) by mutual written agreement of the Company and Parent;

(b) by either the Company or Parent, if:

(i) the Merger has not been consummated on or before December 16, 2019 (the "**End Date**"); *provided*, however, that the right to terminate this Agreement pursuant to this Section 10.01(b)(i) shall not be available to any party (or, in the case of Parent, Merger Sub) whose breach of any provision of this Agreement results in the failure of the Merger to be consummated by such time; *provided*, further that if all of the conditions to Closing have been satisfied by the End Date, except those stated in Section 9.01(a) (other than the those conditions to be satisfied at the Closing; *provided* that such conditions would reasonably be expected to be satisfied at Closing if Closing were to occur on the End Date), then either Parent or the Company shall have the right, in its sole discretion, by providing written notice to the other party, prior to the termination of this Agreement, to extend the End Date for up to an additional 45 days;

(ii) there shall be any Order of a Governmental Authority in effect that enjoins the Company or Parent from consummating the Merger and such Order shall have become final and nonappealable; or

(iii) if the Company Shareholder Approval is not obtained at the meeting described in Section 6.03 (including any adjournment, continuation or postponement thereof).

(c) by Parent, if there has been a violation or breach by the Company of any covenant, representation or warranty contained in this Agreement that has not been primarily caused by a breach of any representation, warranty or covenant of Parent and would prevent the satisfaction of any condition to the obligations of Parent at the Closing, and such violation or breach has not been waived by Parent or cured by the Company within twenty (20) Business Days after receipt by the Company of written notice thereof from Parent;

(d) by the Company if there has been a violation or breach by Parent of any covenant, representation or warranty contained in this Agreement that has not been primarily caused by a breach of any representation, warranty or covenant of the Company and would prevent the satisfaction of any condition to the obligations of the Company at the Closing, and such violation or breach has not been waived by the Company or cured by Parent within twenty (20) Business Days after receipt by Parent of written notice thereof from the Company;

(e) by the Company, if the Company Board of Directors has effected a Company Adverse Recommendation Change with respect to a Superior Proposal in accordance with Section 6.04(f) and shall have approved, and concurrently with the termination hereunder the Company

shall have entered into, an Alternative Acquisition Agreement with respect to a Superior Proposal; *provided*, however, that such termination shall not be effective and the Company shall not enter into an Alternative Acquisition Agreement, unless (i) the Company shall have complied with the provisions of Section 6.04(f) and (ii) the Company has paid the Termination Fee to Parent; *provided*, further, that the right to terminate this Agreement under this Section 10.01(e) shall not be available after the Company Shareholder Approval shall have been obtained.

The party desiring to terminate this Agreement pursuant to this Section 10.01 (other than pursuant to Section 10.01(a)) shall give notice of such termination to the other parties.

Section 10.02. *Effect of Termination.*

(a) Except as provided in Section 10.02(b), in the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article 10, this Agreement shall forthwith become void and of no effect and there shall be no liability or obligation on the part of any party hereto (or of any of its Representatives or Affiliates) or the Debt Financing Sources, except as provided in the last sentence of Section 8.01(c), Section 8.06(b), Section 8.07, this Section 10.02 and Article 11, which provisions shall survive such termination; provided, however, that subject to Section 10.02(b), no such termination shall relieve any party hereto (treating Parent and Merger Sub as one party) of any liability for damages to any other party hereto resulting from any Willful Breach by the party (treating Parent and Merger Sub as one party) committing such Willful Breach prior to such termination, and the aggrieved party will be entitled to all rights and remedies available at law or in equity; *provided*, further except as expressly provided herein, upon termination of this Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense. The parties hereto acknowledge and agree that nothing in this Section 10.02 shall be deemed to affect their right to specific performance under Section 11.11.

(b) In the event this Agreement is terminated by the Company pursuant to Section 10.01(e), then the Company shall pay, as liquidated damages and not as a penalty, $4,880,604 (the "**Termination Fee**") to Parent as promptly as practicable (and in any event within ten (10) Business Days following such termination), by wire transfer of immediately available funds. Notwithstanding anything to the contrary in this Agreement, Parent's right to receive the Termination Fee shall be the sole and exclusive remedy of Parent, Merger Sub and their Affiliates against the TruVista Companies and any of their respective former, current, or future general or limited partners, stockholders, managers, members, directors, officers, affiliates, employees, agents or other representatives ("**Company Related Parties**") for any loss suffered as a result of any breach of any covenant or agreement in this Agreement or the failure of the Merger to be consummated, or in respect of any oral representation made or alleged to be have been made in connection herewith, and upon payment of such amounts, none of the TruVista Companies shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated by this Agreement or in respect of any other document or theory of law or equity or in respect of oral representations made or alleged to be made in connection herewith, whether in equity or at law, in contract, in tort or otherwise.

ARTICLE 11
MISCELLANEOUS

Section 11.01. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("**e-mail**") transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

if to Parent or Merger Sub, to:

York Telecoms Holdings US L.P.
155 Wellington Street West, Suite 2930
Toronto, Ontario
CANADA M5V 3H1
Attn: Rory Hunter
and Áine O'Connor
Email: rory.hunter@iconinfrastructure.com
aine.o'connor@iconinfrastructure.com

with a copy to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Andrew M. Ray
and Kimberly A. Taylor
Email: andrew.ray@morganlewis.com
kimberly.taylor@morganlewis.com

if to the Company, to:

The Chester Telephone Company
112 York Street
Chester, South Carolina 29706
Attn: Brian Singleton
Email: bsingleton@truvista.biz

with a copy to:

Burr & Forman LLP
1221 Main Street, Suite 1800
Columbia, SC 29201
Attention: Joseph D. Walker
E-mail: jwalker@burr.com

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a

business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding business day in the place of receipt.

Section 11.02. *Amendments and Waivers.*

(a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective. Notwithstanding anything in this Agreement to the contrary, the provisions relating to the Debt Financing and the Debt Financing Sources set forth in this Agreement may not be amended in a manner adverse to the Debt Financing Sources without the written consent of the Debt Financing Sources.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 11.03. *Disclosure Letters.* The parties hereto agree that any reference in a particular Section of the Company Disclosure Letter or the Parent Disclosure Letter shall be deemed to be an exception to (or, as applicable, a disclosure for purposes of) the representations and warranties (or covenants, as applicable) of the relevant party that are contained in the corresponding Section of this Agreement and any other representation and warranty of such party that are contained in this Agreement but only to the extent that it is reasonably apparent on its face to an individual with no independent knowledge that such exception or disclosure would also qualify or apply to such other representation and warranty. The mere inclusion of an item in the Company Disclosure Letter or the Parent Disclosure Letter as an exception to a representation or warranty (or covenant, as applicable) shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would have a Material Adverse Effect on the Company or the Parent, as the case may be.

Section 11.04. *Binding Effect; Benefit; Assignment.*

(a) The provisions of this Agreement shall be binding upon and, except as provided in Section 7.03, shall inure to the benefit of the parties hereto and their respective successors and assigns. Except as provided in Section 7.03 (Director and Officer Liability) and, with respect to the Debt Financing Sources, as contemplated by Sections 6.02 (Access to Information), 8.06 (Debt Financing), 8.07 (Confidentiality), 10.02 (Effect of Termination), 11.02 (Amendments and Waivers), this 11.04, 11.05 (Governing Law), 11.06 (Jurisdiction), 11.07 (Waiver of Jury Trial), 11.11 (Specific Performance), and 11.12 (Debt Financing Sources), no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

(b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other parties hereto; provided, that Parent may

assign its rights and obligations under this Agreement without such required consent to an Affiliate of Parent, which assignment shall not relieve Parent of its obligations hereunder (in which case Parent and such Affiliate shall be jointly and severally liable for Parent's obligations hereunder). Notwithstanding the foregoing, each of Parent and Merger Sub may assign and transfer this Agreement to the Debt Financing Sources to the extent necessary for collateral security purposes.

Section 11.05. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the internal laws and judicial decisions of the State of Delaware applicable to agreements executed and performed entirely within such State, regardless of the Law that might otherwise govern under applicable principles of conflicts of law thereof, except that the law of the State of South Carolina will govern matters related to the obligations of the Company's Board of Directors under the SCBCA and matters that are otherwise required to be governed by the laws of the State of South Carolina. Each of the parties agree that, except as specifically set forth in any Debt Financing Commitment, all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Debt Financing Sources in any way relating to any Debt Financing Commitment or the performance thereof or the financings contemplated thereby, will be exclusively governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

Section 11.06. *Jurisdiction*. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the District of Delaware or any Delaware court sitting in Wilmington, Delaware, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11.01 shall be deemed effective service of process on such party. Each of the parties agrees that it will not bring or support any action, cause any action, claim, cross-claim or third-party claim or legal proceeding of any kind (whether pursuant to a legal requirement, in equity, in contract, in tort or otherwise) against the Debt Financing Sources in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to any Debt Financing Commitment or the performance thereof, in any forum other than the Supreme Court of the State of New York, county of New York or, if under applicable legal requirements exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof).

Section 11.07. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING THE DEBT FINANCING).

Section 11.08. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any facsimile copy or electronic copy in "pdf" or similar format of an executed counterpart of this Agreement will be deemed to be an executed original thereof. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 11.09. *Entire Agreement.* This Agreement (and the Exhibits, Company Disclosure Letter and other agreements and instruments delivered in connection herewith), the other Transaction Documents and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 11.10. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 11.11. *Specific Performance.* Except as provided in Section 10.02(b), the parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in a court entitled to hear such action pursuant to Section 11.06.

Section 11.12. *Debt Financing Sources.* Notwithstanding anything to the contrary contained in this Agreement, (a) neither the Company nor any of its Subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or shareholders shall have

any rights or claims against the Debt Financing Sources (in their capacities as such) in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to any Debt Financing Commitment or the performance thereof or the financings contemplated thereby, whether in law or equity, in contract, in tort or otherwise, and (b) the Debt Financing Sources (in their capacities as such) shall not have any liability (whether in contract, in tort or otherwise) to the Company or any of its Subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or shareholders for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to any Debt Financing Commitment or the performance thereof or the financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise.

[The remainder of this page has been intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date set forth on the cover page of this Agreement.

YORK TELECOMS HOLDINGS US L.P.

By: York Telecoms Holdings US LLC,
its general partner

By:_____
Name: Rory Hunter
Title: Manager

By:_____
Name: Michael Smerdon
Title: Manager

YORK TELECOMS OPERATIONS LLC

By:_____
Name: Rory Hunter
Title: Manager

By:_____
Name: Michael Smerdon
Title: Manager

THE CHESTER TELEPHONE COMPANY

By:_____
Name:
Title:

[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date set forth on the cover page of this Agreement.

YORK TELECOMS HOLDINGS US L.P.

By: York Telecoms Holdings US LLC,
its general partner

By:_____
Name:
Title:

By:_____
Name:
Title:

YORK TELECOMS OPERATIONS LLC

By:_____
Name:
Title:

By:_____
Name:
Title:

THE CHESTER TELEPHONE COMPANY

By: J. Brian Singleton
Name: J. Brian Singleton
Title: CEO

[Signature Page to Agreement and Plan of Merger]

File ID: 191007-0929013
Filing Date: 10/07/2019

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF AMENDMENT

Pursuant Section 33-10-106 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is:

The Chester Telephone Company

2. Date of Incorporation is: November 20, 1897

3. Agent's Name and Address:

J. Brian Singleton
(Name)

112 York Street
(Street Address)

Chester, South Carolina 29706
(City, State, Zip Code)

4. On May 21, 2019, the corporation adopted the following Amendment(s) of its Articles of Incorporation:

The name of the corporation is hereby changed to TruVista Communications, Inc.

5. The manner, if not set forth in the Amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the Amendment shall be effected, is as follows:

Form Revised by South Carolina Secretary of State, August 2016
F0003

The Chester Telephone Company

Name of Corporation

6. Complete either "a" or "b", whichever is applicable.

a. [X] Amendments adopted by shareholder action. At the date of the adoption of the Amendment, the number of outstanding shares of each voting group entitled to vote separately on the Amendment, and the vote of such shares was:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Number of Undisputed Shares* For	-OR-	Against
Common	980,337	980,337	892,053	889,725		

*Note: Pursuant to Section 33-10-106(6)(i) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of disputed shares cast for the amendment by each voting group together with a statement that the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

b. [ ] The Amendment(s) was duly adopted by the incorporators or board of directors without shareholder approval pursuant to Section 33-6-102(d), 33-10-102 and 33-10-105 of the 1976 South Carolina Code of Laws, as amended, and shareholder action was not required.

7. Unless a delayed date is specified, the effective date of these Articles of Amendment shall be the date of acceptance for filing by the Secretary of State (see Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended) _____.

Date: October 7, 2019

Name of Corporation:

The Chester Telephone Company

Signature

J. Brian Singleton
Type or Print Name

CEO
Office

Form Revised by South Carolina Secretary of State, August 2016
F0003

File ID: 191007-0938092
Filing Date: 10/07/2019

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

RESTATED ARTICLES OF INCORPORATION

Pursuant to Section 33-10-107 of the 1976 S.C. Code of Laws, as amended, the corporation hereby submits the following information:

1. The name of the corporation is:

TruVista Communications, Inc.

2. If the name of the corporation has ever been changed, all of its former names:
(Specify which name is in the original articles of incorporation)

The Chester Telephone Company

3. The original articles of incorporation were filed on: November 20, 1897
(Date)

4. The registered office of the corporation is:

112 York Street
(Street Address)

Chester, South Carolina 29706
(City, State, Zip Code)

And the registered agent at such address is:

J. Brian Singleton

5. The corporation is authorized to issue shares of stock as follows. Complete "a" or "b", whichever is applicable:

a. ☒ If the corporation is authorized to issue a single class of shares, the total number of shares authorized is: 2,600,000

b. ☐ The corporation is authorized to issue more than one class of shares:

Class of Shares	Authorized No. Of Each Class

TruVista Communications, Inc.

Name of Corporation

The relative right, preference, and limitations of the shares of each class, and of each series within a class, are as follows:

See Article 4.1 of Exhibit A.

6. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (see the applicable provisions of Sections 33-2-101, 35-2-105, and 35-2-221 of the 1976 S.C. Code of Laws, as amended):

7. Unless a delayed effective date is specified, this application will be effective upon acceptance for filing by the Secretary of State [See Section 33-1-230(b) of the 1976 S.C. Code of Laws, as amended] _____

CERTIFICATE Accompanying the Restated Articles of Incorporation

Check either A or B, whichever is applicable, and if B applies, complete the additional information requested:

A. ☐ The attached restated articles of incorporation do not contain any amendments to the corporation's articles of incorporation and have been duly approved by the corporation's board of directors as authorized by Section 33-10-107(a) of the 1976 S.C. Code of Laws, as amended.

B. ■ The attached restated articles of incorporation contain one or more amendments to the corporation's articles of incorporation. Pursuant to Section 33-10-107(d)(2) also, the following information concerning the amendment(s) is also hereby submitted.

1. On October 7, 2019 the corporation adopted the following amendment(s) to its articles of incorporation:

(Type or Attach the Complete Text of Each Amendment)

The existing articles of incorporation are amended and restated in their entirety as set forth on Exhibit A attached hereto and made a part hereof.

2. The manner, if not set forth in the amendment(s), in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows (if not applicable, insert "not applicable" or "NA"):

N/A

TruVista Communications, Inc.

Name of Corporation

3. Complete either "a" or "b", whichever is applicable.

a. ☒ Amendment(s) adopted by shareholder action.

At the date of adoption of the amendment(s), the number of outstanding shares of each voting group entitled to vote separately on the amendment(s), and vote of such shares was:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Number of Undisputed Shares* Voted For	-OR-	Against
Common	100	100	100	100		0

Note: Pursuant to Section 33-10-106(6)(1), the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

b. ☐ Amendment(s) was duly adopted by unanimous action or board of directors with shareholders approval pursuant to Sections 33-6-102(d), 33-10-102 and 33-10-105 of the 1976 S.C. Code of Laws, as amended and shareholder action was not required.

Name of Corporation

TruVista Communications, Inc.

Date October 7, 2019

(Signature)

J. Brian Singleton

(Type or Print Name)

CEO

(Office)

Form Revised by South Carolina Secretary of State, August 2016
F0108/F0174 Restated Articles of Incorporation - Corporation

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
TRUVISTA COMMUNICATIONS, INC.

ARTICLE I – NAME

The name of the corporation is TruVista Communications, Inc.

ARTICLE II – REGISTERED OFFICE

The street address of the registered office of the corporation is 112 York Street, Chester, South Carolina, 29706, and the registered agent at such address is J. Brian Singleton.

ARTICLE III – PURPOSE

The corporation may conduct any business and engage in any activities not specifically prohibited under the laws of the State of South Carolina. The corporation shall have all the powers necessary to conduct such businesses and fulfill the purposes set forth herein, including but not limited to the powers enumerated under the South Carolina Business Corporation Act of 1988, as amended.

ARTICLE IV – CAPITAL STOCK

4.1. The corporation is authorized to issue one class of shares designated as Common Shares. The total number of Common Shares that the corporation has authority to issue is 2,600,000 shares. The relative rights, preferences and limitations of such Common Shares are as follows.

a. Distribution Rights. Holders of Common Shares shall be entitled to receive distributions when, as and if declared by the Board of Directors of the corporation (the "Board") out of funds legally available therefor, whether in the form of cash, property or securities of the corporation, ratably on a per-share basis.

b. Voting Rights. Except as otherwise provided in these Amended and Restated Articles of Incorporation or as otherwise required by applicable law, the holders of Common Shares shall vote as a single class on all matters to be voted on by the shareholders of the corporation, with each Common Share entitling its holder to one vote on each such matter except as provided by applicable law.

c. Liquidation. In the event of any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, the remaining assets and funds of the corporation available for distribution, if any, shall be distributed among the holders of Common Shares in proportion to the number of Common Shares held by each of them.

4.2. No Preemptive Rights. The corporation elects not to have preemptive rights.

4.3. No Cumulative Voting. The shareholders of the corporation shall not have the right to cumulate their votes in the election of directors or for any other purpose.

ARTICLE V – DIRECTORS

The business and affairs of the corporation shall be managed by, or under the direction of, the Board. The number of directors of the corporation, as well as the classes of directors, if any, terms of office and provisions regarding the removal of directors and filling vacancies on the Board, shall be governed by the Amended and Restated Bylaws of the corporation, as the same may be amended from time to time (the "Bylaws").

ARTICLE VI – MEETINGS OF STOCKHOLDERS

Meetings of stockholders may be held within or without the State of South Carolina, as the Bylaws may provide. The books of the corporation may be kept outside the State of South Carolina at such place or places as may be designated from time to time by the board of directors or in the Bylaws. The election of directors need not be by written ballot unless the Bylaws so provide.