WALLACE JORDAN
WALLACE, JORDAN, RATLIFF & BRANDT, LLC

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January 19, 2017

Via Overnight Delivery:
Mr. Walter L. Thomas, Jr.
Secretary
ALABAMA PUBLIC SERVICE COMMISSION
P.O. Box 304260
Montgomery, AL 36130

Re: Written Report Regarding Change of Control of Telephone Utility, LMK Communications, LLC d/b/a Clarity Communications Group, LLC

Dear Secretary Thomas:

This written report is respectfully submitted to the Alabama Public Service Commission, pursuant to Ala. Admin. Code R. 770-X-5-.13(2) to provide notice within 30 days after the change of control of Clarity Communications Group, LLC ("Clarity"). Clarity does business in Alabama through its wholly-owned subsidiary, LMK Communications, LLC ("LMK"). LMK holds the following certificate: Alabama Public Service Commission Certificate of Public Convenience and Necessity to provide Local Exchange Service, Long Distance Interexchange Service, and Long Distance Resale Service on October 11, 2011, Docket No. 31683. Clarity and its subsidiaries, including in particular LMK, were acquired by Lumos Networks Corp. ("Lumos"), which is headquartered in Virginia, on January 4, 2017. Lumos is a fiber optics network service provider.

On January 4, 2017, Lumos closed on an Equity Interest Purchase Agreement with Baileywick Holdings, Inc., the entity owning all of the issued and outstanding equity interests of Clarity. The executed Purchase Agreement is attached hereto as "Exhibit A." Additionally, a copy of an FCC Notice granting the change of control is attached hereto as "Exhibit B."

As noted in Lumos' notice filed on November 15, 2016 with the APSC, Lumos' history in the telecommunications industry dates back to 1897, when its predecessor company was originally founded as the Clifton Forge-Waynesboro Telephone Company in Virginia. Indeed, Lumos' wireline business and its predecessor organizations have a long history of providing exceptional telecommunications service in the rural Virginia cities of Waynesboro and Covington, and portions of Alleghany, Augusta and Botetourt counties. Over the years, these wireline operations have expanded from traditional, rural incumbent local service companies ("ILECs") into regional providers of competitive high bandwidth services to Enterprise and Carrier customers on Lumos' owned fiber network.

The current Lumos corporate structure was established in late 2011, following a decision by NTELOS Holdings Corp. to separate the company's then wireline and wireless operations into independent stand-alone telecommunications operating companies. As part of this corporate separation, NTELOS Wireless retained the NTELOS brand name for the provision of wireless services. On the wireline side, however, a new publicly traded company was created and was named Lumos Networks.

In the intervening five years, Lumos has become a leading fiber-based service provider in the Mid-Atlantic region of data, voice and IP-based telecommunication services serving Carrier, Enterprise and Data Center customers, offering end-to-end connectivity in 24 markets in Virginia, Pennsylvania, West Virginia, Maryland, Ohio, and Kentucky. With a current fiber network of 8,985 fiber route miles and more than 436,000 total fiber strand miles, Lumos connects 1,295 unique Fiber to the Cell ("FTTC") sites, 1,636 total FTTC connections, 36 data centers, including 7 company owned co-location facilities, 1,922 on-net buildings and over 3,200 total on-net locations.

Clarity is an independent bandwidth infrastructure provider serving the Southeast with an extensive fiber optic network spanning 730 route miles and connecting over 75 on-net locations across five states, North Carolina, South Carolina, Georgia, Virginia, and Alabama. Clarity provides a full suite of high-bandwidth connectivity services to a customer base that includes high-value government, enterprise and carrier clients and holds leading market share in providing connectivity services for military installations in the Southeast. Clarity was founded in 1998 by its two founders, Todd Peverall and Andrew Carwile, who still own 100% of Clarity. They have joined the Lumos team post-acquisition. Attached hereto as "Exhibit C" are the organizational charts showing the structure of Clarity and LMK both pre- and post-acquisition. Attached hereto as "Exhibit D" is a map showing the Lumos and Clarity networks.

Following the transfer of control, Clarity continues to provide high-quality telecommunications services in Alabama through LMK, while gaining access to the additional resources and operational expertise provided by Lumos. Indeed, with essentially no existing service area overlap, Clarity's service area and service offerings provide an ideal complement to those of Lumos. The transfer of control therefore gives the post-transaction Lumos–Clarity organization the ability to become a stronger telecommunications competitor throughout its new service area, which ultimately serves the public interest by offering consumers innovative technologies, products, and services throughout the combined service area.

More importantly, the transfer of control was conducted in a manner that was transparent to current customers of LMK. In this regard, the transfer of control did not result in a change of carrier for existing LMK customers or any transfer of authorizations. Following the transfer of control, LMK continues to provide high-quality communications services to its customers without

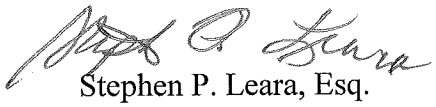
interruption and without any immediate change in rates, terms or conditions. The public interest is also served by the transfer of control. Operational benefits include Lumos' ability to deploy additional capital to expand the Clarity network and business and Clarity's ability to bring its expertise in a unique customer vertical to strengthen Lumos' sales and customer focus.

In conclusion, Lumos and Clarity emphasize that the transfer of control was seamless and transparent to LMK's customers, and did not result in any discontinuance, reduction, loss, or impairment of service to any existing customers.

The financial records for Lumos are located at Lumos' headquarters at One Lumos Plaza, Waynesboro, VA 22980. Please feel free to contact me, as counsel for Lumos, or Mary McDermott, the Senior Vice President of Legal and Regulatory Affairs and Secretary of Lumos, whose information is listed below, with any questions or concerns regarding this written report. All official notices for Lumos should be directed to Mary McDermott.

Sincerely,

WALLACE, JORDAN, RATLIFF & BRANDT, LLC



Stephen P. Leara, Esq.
As counsel for Lumos Networks Corp.

Enclosures

cc: Mary McDermott, Senior Vice President
Legal and Regulatory Affairs and Secretary
One Lumos Plaza (physical address)
P.O. Box 1068 (mailing address)
Waynesboro, Virginia 22980
Telephone: (540) 946-2000
Email: mcdermottm@lumosnet.com

EXECUTION VERSION

EQUITY INTEREST PURCHASE AGREEMENT

by and among

Todd Peverall,

Andrew Carwile,

Baileywick Holdings, Inc.

and

Lumos Networks Corp.

November 2, 2016

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EQUITY INTEREST PURCHASE AGREEMENT

This EQUITY INTEREST PURCHASE AGREEMENT (the "***Agreement***") is entered into as of the 2nd day of November, 2016 by and among Todd Peverall and Andrew Carwile (each, an "***Owner***" and together, the "***Owners***"), Baileywick Holdings, Inc. ("***Holdings***" and, together with the Owners, the "***Sellers***"), and Lumos Networks Corp. (the "***Buyer***"). Holdings will serve as the representative of the Sellers hereunder (the "***Seller Representative***"). The Sellers and the Buyer are sometimes individually referred to as a "party" and collectively, the "parties".

RECITALS

A. Prior to the date of this Agreement, the Owners (i) formed Holdings as a North Carolina corporation to be classified as an "S corporation" for federal income tax purposes, (ii) transferred 100% of the capital stock of Clarity Communications Group, Inc. (the "***Predecessor Corporation***") to Holdings in exchange for 100% of the capital stock of Holdings (the "***Stock Exchange***") and, effective upon receipt of such capital stock, caused Holdings to make a valid election for the Predecessor Corporation to be classified as a "qualified subchapter S subsidiary" for federal income tax purposes, and then (iii) caused the Predecessor Corporation to be converted into a North Carolina limited liability company, defined below as "CCG" (such actions, together, the "***Restructuring***").

B. Clarity Communications Group LLC ("***CCG***") and 510 Glenwood Avenue, LLC ("***Glenwood***" and together with CCG, the "***Companies***" and each, a "***Company***"), together with LMK Communications, LLC (the "***Company Subsidiary***" and, together with the Companies, the "***Company Entities***"), are engaged in the business of owning and operating fiber optic networks and data center facilities in the Southeastern United States (the "***Business***").

C. The Sellers own, directly or indirectly, all of the issued and outstanding equity interests of the Companies.

D. On and subject to the terms and conditions of this Agreement, the Sellers wish to sell to the Buyer, and the Buyer wishes to purchase from the Sellers, all of the equity interests in the Companies (the "***Acquired Interests***").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.
DEFINITIONS; INTERPRETATION

1.1 Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings ascribed to such terms in Annex A attached hereto, which is incorporated herein and made a part hereof.

1.2 Interpretation; Drafting. All Schedules, Annexes, Appendices and Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. The headings preceding the text of Articles and Sections included in this Agreement and the headings to Schedules, Annexes, Appendices and Exhibits attached to this Agreement are for convenience only and will not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein will not limit any provision of this Agreement. The use of the terms "including" or "include" will in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Reference to any Person includes such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of this Agreement. Reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof. Underscored references to Articles, Sections, paragraphs, clauses, Schedules, Annexes, Appendices or Exhibits will refer to those portions of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import will refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of, or Schedule, Annex, Appendix or Exhibit to, this Agreement. Reference to any specific statutory or regulatory provisions or to any specific Governmental Authority shall include any successor statute or regulation, or successor Governmental Authority, as the case may be. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2.
PURCHASE AND SALE; CLOSING

2.1 Purchase and Sale. Upon all of the terms and subject to all of the conditions of this Agreement, at the Closing the Sellers will sell and transfer to the Buyer, and the Buyer will purchase and acquire from the Sellers, all of the Acquired Interests free and clear of all Liens.

2.2 Purchase Consideration. The aggregate consideration to be paid by the Buyer for the Acquired Interests will be an amount equal to (a) (i) ten million dollars ($10,000,000), plus (ii) the amount, if any, by which the Estimated Net Working Capital exceeds the Target Net Working Capital, plus (iii) the amount of Estimated Cash, less (iv) the amount, if any, by which the Target Net Working Capital exceeds the Estimated Net Working Capital, less (v) the amount of the two Non-compete Payments (such net cash purchase price, the "***Initial Cash Purchase Price***"), which Initial Cash Purchase Price will be subject to adjustment after the Closing pursuant to Section 2.4, plus (b) the Earn-Out Payment paid pursuant to Section 2.7. The Earn-Out Payment plus the Final Cash Purchase Price (as defined herein) is the "***Purchase Price.***" The Initial Cash Purchase Price and the Earn-Out Payment will be allocated among the Sellers and among the Acquired Interests as provided in Section 2.7.

2.3 Payments at Closing. Subject to the terms and conditions set forth herein, at the Closing, the Initial Cash Purchase Price and the Non-compete Payments shall be paid by the Buyer as follows:

(a) The Buyer will deliver to the Escrow Agent, by wire transfer of immediately available funds, such portion of the Initial Cash Purchase Price equal to the Escrow Amount, to be held in escrow by the Escrow Agent as security for any payment required to be made to the Buyer pursuant to Section 2.4(d) and for the Sellers' indemnification obligations under Article 9, in accordance with the terms of an escrow agreement, in substantially the form of Exhibit A attached hereto, to be entered into by the Buyer, the Seller Representative and the Escrow Agent as of the Closing Date (the "***Escrow Agreement***").

(b) The Buyer will pay from the Initial Cash Purchase Price such amount necessary to pay in full, by wire transfer of immediately available funds, on behalf of the Company Entities, all of the Company Indebtedness, all of which shall be set forth on, and all of which shall be paid in accordance with, the Payment Statement.

(c) The Buyer will pay from the Initial Cash Purchase Price such amount necessary to pay in full, by wire transfer of immediately available funds, on behalf of the Company Entities, all of the Company Transaction Expenses to the applicable service providers and employees, all of which Company Transaction Expenses shall be set forth on, and all of which shall be paid in accordance with, the Payment Statement.

(d) The Buyer will pay to the Sellers, by wire transfers of immediately available funds, the remaining Initial Cash Purchase Price, allocated between the Sellers in accordance with the Payment Statement.

(e) The Buyer will pay to each Seller, by wire transfers of immediately available funds, a Non-compete Payment.

2.4 Adjustments to Initial Cash Purchase Price.

(a) At least three (3) Business Days prior to the anticipated Closing Date, the Companies will prepare and deliver to the Buyer a statement (the "***Estimated Closing Statement***") containing (i) an estimated consolidated balance sheet of the Companies and the Company Subsidiary as of 11:59 p.m. on the date immediately prior to the Closing Date, (ii) calculations of Estimated Cash and Estimated Net Working Capital and (iii) a calculation of the Initial Cash Purchase Price determined with reference thereto. The Estimated Closing Statement and the calculations and determinations related thereto will be prepared in good faith from the books and records of the Company Entities and calculated in accordance with the Accounting Principles.

(b) Within ninety (90) days following the Closing Date, the Buyer will prepare and deliver to the Seller Representative a statement (the "***Closing Statement***") containing (i) a consolidated balance sheet of the Companies and the Company Subsidiary as of 11:59 p.m. on the date immediately prior to the Closing Date, (ii) the actual amounts of Cash and Net Working Capital, and (iii) a calculation of the Final Cash Purchase Price. The Closing Statement and the calculations and determinations related thereto will be prepared in good faith

from the books and records of the Companies and the Company Subsidiary and calculated in accordance with the Accounting Principles except that the Closing Statement and all such calculations will not include any purchase accounting or other adjustments arising out of the consummation of the transactions contemplated by this Agreement.

(c) Within thirty (30) days following the Seller Representative's receipt of the Closing Statement, the Seller Representative will deliver written notice to the Buyer of any dispute the Seller Representative has with respect to the Closing Statement (including the determinations and calculations of Cash Net Working Capital and the Final Cash Purchase Price set forth therein) (a "***Closing Statement Dispute***"). If the Seller Representative does not notify the Buyer of any Closing Statement Dispute within such thirty (30)-day period, then the Closing Statement and the determinations and calculation of the Final Cash Purchase Price set forth therein will be final, conclusive and binding on the parties. If the Seller Representative notifies the Buyer of a Closing Statement Dispute, then the Buyer and the Seller Representative will negotiate in good faith to resolve all disputed matters. If the Seller Representative and the Buyer, notwithstanding such good faith effort, fail to resolve the Closing Statement Dispute within thirty (30) days (or longer, as mutually agreed to by such parties in writing) after the Seller Representative delivers to the Buyer notice of the Closing Statement Dispute, then the Buyer and the Seller Representative jointly will engage Grant Thornton LLP or if such firm is unable or unwilling to accept such engagement, such other nationally or regionally recognized certified public accounting firm that is not presently providing and has not provided either party or its Affiliates with services in the prior two years as mutually agreed upon by the Buyer and the Seller Representative (the "***Independent Auditor***") to promptly resolve any and all unresolved matters of the Closing Statement Dispute; provided, however, if the Buyer and the Seller Representative are unable to agree upon the Independent Auditor, then the Buyer, on the one hand, and the Seller Representative, on the other hand, will each select an independent certified public accounting firm, and such two independent accounting firms will, within twenty (20) days thereafter, mutually select the Independent Auditor, which selection will be binding upon the Buyer and the Seller Representative. Within thirty (30) days after the selection of the Independent Auditor, the Seller Representative and the Buyer will each prepare and submit a presentation to the Independent Auditor, and will use commercially reasonable efforts to cause the Independent Auditor to make a final determination with respect to the parties' respective positions based solely upon the presentations by the Seller Representative and the Buyer as promptly as practicable thereafter. In resolving any disputed item, the Independent Auditor will be bound by the terms of this Agreement and will not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. Except as the Buyer and the Seller Representative may otherwise agree, all communications between any party or its respective representatives, on the one hand, and the Independent Auditor, on the other hand, will be in writing with copies simultaneously delivered to the non-communicating party. The fees, costs and expenses of the Independent Auditor will be borne by the parties in inverse proportion, as determined by the Independent Auditor, as they may prevail on the matter resolved by the Independent Auditor. Absent manifest error, all determinations made by the Independent Auditor will be final, conclusive and binding on the parties.

(d) If the Final Cash Purchase Price (as finally determined pursuant to Section 2.4(c)) is less than the Initial Cash Purchase Price, then the Buyer and the Seller Representative

will cause an amount in cash equal to such shortfall to be paid to the Buyer from the Escrow Amount in accordance with the terms of the Escrow Agreement prior to the date such payment is due hereunder. If the Final Cash Purchase Price (as finally determined pursuant to Section 2.4(c)) is greater than the Initial Cash Purchase Price, then the Buyer will pay by wire transfer of immediately available funds an amount in cash equal to such excess to the Sellers. Any payment required pursuant to this Section 2.4(d) will be made within five (5) Business Days after the date of final determination of the Final Cash Purchase Price in accordance with Section 2.4(c)). If the Buyer fails to pay when due any undisputed amount owed by it under this Section 2.4(d), then interest on such undisputed amount will accrue at the per annum rate of ten percent (10%) from the date payment was due and payable until paid in full.

(e) Each party will reasonably cooperate with and make available to the other party and its respective accountants and other representatives all information, records, data and working papers, and will permit access to its records, facilities and personnel, as may be reasonably requested in connection with this Section 2.4, including the resolution of any matters or disputes hereunder.

(f) Each of the Sellers and the Buyer acknowledges and agrees that the adjustment provisions set forth in this Section 2.4 are the sole and exclusive remedy of the parties in (i) determining whether or not any adjustment would be made to the Initial Purchase Price pursuant to this Section 2.4 and (ii) determining the amount of any such adjustment.

2.5 Closing. The consummation of the transactions contemplated by this Agreement will occur at a closing (the "***Closing***") to be held on the last day of the month in which all of the conditions set forth in Article 7 and Article 8 have been satisfied or waived by the parties (other than those that by their terms cannot be satisfied until the time of the Closing but subject to satisfaction of such conditions at the Closing), or such other date as is mutually agreed in writing by the Sellers and the Buyer (the date the Closing actually takes place, the "***Closing Date***"). The parties agree that the Closing will be effective and deemed for all purposes to have occurred as of 12:01 a.m., Eastern time, on the Closing Date (the "***Effective Time***").

2.6 Closing Deliveries.

(a) At the Closing, the Sellers will deliver, or cause to be delivered, to the Buyer, the following:

(i) a duly executed assignment, in substantially the form of Exhibit B attached hereto, from each Seller, which assignments collectively evidence the transfer to the Buyer of all of the Acquired Interests;

(ii) for each Company Entity, a certificate of good standing from the Secretary of State of the State of North Carolina and each other state in which a Company Entity is qualified to do business, dated within ten (10) Business Days prior to the Closing Date;

(iii) a certificate of the Secretary of each Company Entity certifying that attached thereto are true and complete copies of (A) the articles of incorporation or analogous organizational document of such Company Entity, certified as of a date within ten

(10) Business Days prior to the Closing Date by the Secretary of State of North Carolina and (B) the bylaws, operating agreement or analogous documents of such Company Entity;

(iv) a certificate duly executed by the Sellers, certifying that the conditions to closing set forth in Section 6.1, Section 6.2 and Section 6.7 have been satisfied;

(v) the third-party consents listed on Schedule 2.6(a)(v);

(vi) duly executed resignations, effective at and subject to the Closing, of such managers, officers and directors of the Company Entities as may be requested by the Buyer at least five (5) days prior to the Closing;

(vii) the Escrow Agreement, duly executed by the Seller Representative and the Escrow Agent;

(viii) a payoff letter from each bank or other creditor in connection with the Company Indebtedness, each in form and substance satisfactory to the Buyer and providing authorization of the Buyer to file UCC termination statements if needed to evidence the release of any Liens in connection with such payoff;

(ix) a duly executed IRS Form W-9 and/or certification of non-foreign status from each Seller, in form satisfactory to the Buyer, pursuant to Treasury Regulation Section 1.445-2(b);

(x) a lease agreement, in form and substance reasonably satisfactory to the Buyer, for the office space located at 9209 Baileywick Road, Suites 1, 2 and 3, Raleigh, North Carolina, duly executed by NewClarity, LLC (the "***Office Lease***"); and

(xi) any other items required to be delivered by the Sellers on or prior to the Closing under the terms and provisions of this Agreement.

(b) At the Closing, the Buyer will deliver, or cause to be delivered, to the Sellers, the following:

(i) confirmations of the wire transfers required by Section 2.3;

(ii) a certificate duly executed by the Buyer, certifying that the conditions to closing set forth in Section 7.1 and Section 7.2 have been satisfied;

(iii) the Escrow Agreement, duly executed by the Buyer;

(iv) the Office Lease, duly executed by the Buyer; and

(v) any other items required to be delivered by the Buyer on or prior to the Closing under the terms and provisions of this Agreement.

2.7 Earn-Out Payment.

(a) As promptly as practicable but in any event within fifteen (15) Business Days following the date that is the twenty-four (24) month anniversary of the Closing Date (the "***Measurement Date***"), the Buyer will prepare and deliver to the Seller Representative a statement (the "***Preliminary Earn-Out Statement***") setting forth in reasonable detail the Buyer's good faith calculation of the Monthly Recurring Revenue of the Business. The Preliminary Earn-Out Statement will be prepared in good faith by the Buyer based on the books and records of the Business.

(b) The Seller Representative may, within fifteen (15) Business Days after the date of receipt of the Preliminary Earn-Out Statement, deliver to the Buyer a notice setting forth in reasonable detail with supporting documentation any objections that the Seller Representative, in good faith, may have thereto. If the Seller Representative does not so object within such time period, the calculation of the Monthly Recurring Revenue set forth in such Preliminary Earn-Out Statement will be final and binding on the parties for purposes of this Agreement. If the Seller Representative so objects in good faith within such time period, then the Buyer and the Seller Representative will use good faith efforts to resolve by written agreement any differences as to the calculation of Monthly Recurring Revenue and, if the Buyer and the Seller Representative so resolve any such differences, the Monthly Recurring Revenue Amount, as adjusted by the agreed adjustments, will be final and binding on the parties for purposes of this Agreement. If any objections raised by the Seller Representative are not resolved by written agreement of the parties within fifteen (15) Business Days after the Seller Representative advises the Buyer of its objections, then the Buyer and the Seller Representative will submit the objections that are then unresolved to the Independent Auditor, which shall be directed to resolve the unresolved objections as promptly as reasonably practicable and to deliver written notice to each of the Buyer and the Seller Representative setting forth its resolution of the disputed matters. All determinations by the Independent Auditor will be based solely on the information presented to it by the Buyer or the Seller Representative and their respective representatives, and not by independent review. In resolving any disputed item, the Independent Auditor will be bound by the terms of this Agreement, including the definition of Monthly Recurring Revenue, and will not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The calculation of Monthly Recurring Revenue, after giving effect to any agreed adjustments and the resolution of any disputed matters by the Independent Auditor, will be final and binding on the parties for purposes of this Agreement.

(c) The parties will make available to each other and, if applicable, the Independent Auditor, such books, records and other information (including work papers) as any of the foregoing may reasonably request in order to review the Preliminary Earn-Out Statement. The fees, costs and expenses of the Independent Auditor will be borne by the parties in inverse proportion, as determined by the Independent Auditor, as they may prevail on the matter resolved by the Independent Auditor.

(d) Promptly (but not later than five (5) Business Days) after the final determination of the Monthly Recurring Revenue as set forth herein, the Buyer will pay to the

Seller Representative, by wire transfer of immediately available funds, an amount (the "***Earn-Out Payment***") determined as follows:

Monthly Recurring Revenue	**Earn-Out Payment Amount**
Less than $375,000	$0
An amount between $375,000 and $500,000 (and including $375,000 and $500,000)	$3,750,000
An amount greater than $500,000	$5,000,000

If the Buyer fails to pay when due any undisputed amount owed by it under this Section 2.7(d), then interest on such undisputed amount will accrue at the per annum rate of ten percent (10%) from the date payment was due and payable until paid in full.

(e) During the period from the Closing Date until the Measurement Date, the Buyer will (i) use commercially reasonable, good faith efforts to cause the Business to be conducted in substantially the same manner that the Buyer conducts its other operations, including with respect to capital efficiency and goals and rate of return targets, (ii) not reduce or defer recognition of any revenue with the intent of preventing or limiting the Monthly Recurring Revenue or the Earn-Out Payment calculated in respect thereof, provided that revenue may be deferred if such deferral is required by GAAP, (iii) employ or otherwise retain the Owners and use commercially reasonable efforts to continue the employment of the Key Employees and maintain the roles and responsibilities of the Owners and Key Employees with the Business as in effect at the Company Entities immediately prior to the Closing, unless any such Person is terminated for Cause, (iv) notwithstanding clause (i) above, make available to the Owners, for retention and expansion of the Business and the revenue described in Exhibit D, the Clarity Budget, (v) not dispose of any portion of the Business outside of the Ordinary Course of Business except for sale of the Business to a purchaser that agrees to be bound by the obligations set forth in this Section 2.7, and (vi) not in bad faith take or omit to take any action intended to impede or impair the payment of any Earn-Out Payment under this Section 2.7.

(f) In the event of a Buyer Change in Control prior to the Measurement Date, an Earn-Out Payment equal to $5,000,000 will become immediately due and payable to the Sellers and, following such payment, this Section 2.7 will have no further force or effect.

(g) The parties understand and agree that (i) the contingent right of the Seller Representative to receive the Earn-Out Payment on behalf of the Sellers shall not be represented by any form of certificate or other instrument, is not transferable, except by operation of laws relating to descent and distribution, divorce or community property, and does not constitute an equity or ownership interest in the Buyer, the Company Entities, or their respective Affiliates, (ii) the Sellers shall not have any rights as security holders of the Buyer, the Company Entities or their Affiliates as a result of the contingent right of the Seller Representative to receive an Earn-

Out Payment hereunder, and (iii) no interest is payable with respect to the Earn-Out Payment (other than for late payment thereof, pursuant to Section 2.7(d)).

(h) No later than thirty (30) Business Days after the commencement of each fiscal quarter of the Buyer beginning in the second fiscal quarter of the Buyer following the Closing and ending on the seventh fiscal quarter following the Closing, the Buyer shall deliver to the Seller Representative an interim quarterly report setting forth the Monthly Recurring Revenue and a summary of capital expenditures expended by the Buyer from the Closing Date through the end of the most recent fiscal quarter that are applicable to the Clarity Budget, in each case, calculated in good faith by the Buyer. For purposes of such report, Monthly Recurring Revenue shall be calculated based on the average monthly recurring revenue of the Business for the three immediately preceding months constituting the immediately preceding fiscal quarter instead of being based on the average monthly recurring revenue of the Business for the three immediately preceding full calendar months preceding the Measurement Date as specified in the definition of "Monthly Recurring Revenue". Throughout the period from the Closing Date until the Measurement Date, the parties hereto agree to engage in periodic good faith discussions, as needed, for purposes of clarifying the items of Monthly Recurring Revenue and the calculation thereof pursuant to this Section 2.7.

2.8 Allocation of Purchase Consideration.

(a) The Buyer and the Sellers agree to allocate the purchase consideration among the Sellers and the Acquired Interests as set forth on the schedule attached hereto as Exhibit C (the "***Allocation Schedule***").

(b) In accordance with IRS Revenue Ruling 99-6 (Situation 2), the parties intend and acknowledge that the sale by the Sellers to the Buyer of the Acquired Interests in Glenwood will be treated for purposes of federal, state, and any applicable local Income Tax (i) in the case of such Sellers, as a sale of partnership interests by such Sellers, and (ii) in the case of the Buyer, as an acquisition by the Buyer of all of the assets of Glenwood immediately following a deemed liquidating distribution of such assets to the Sellers who sold such Acquired Interests. The parties agree to allocate, where pertinent for Income Tax purposes, the amount of purchase consideration allocable to the Glenwood Acquired Interests among the individual assets of Glenwood as set forth on the Allocation Schedule. The Buyer and the Sellers will file all Income Tax Returns and statements, forms, and schedules in connection therewith in a manner consistent with such allocation and take no position contrary thereto unless required to do so by applicable requirements of Law.

(c) The parties (i) intend and acknowledge that for purposes of federal, state and any applicable local Income Tax, the sale by the Sellers of the Acquired Interests in CCG will be treated as a sale by the Sellers, and as a purchase by the Buyer, of the individual assets then owned by CCG, and (ii) agree that they will allocate the purchase consideration for such Acquired Interests among the assets of CCG as set forth on the Allocation Schedule.

(d) Each of the Buyer and the Sellers agrees (i) to prepare and timely file all Tax Returns and related forms and schedules, including, but not limited to, as applicable for the Sellers, IRS Form 8594 (and all supplements thereto), in a manner consistent with this Section

and the Allocation Schedule, and (ii) in the course of any examination, audit or other proceeding with respect to any Income Tax Return or Income Tax, will take no position, and cause its Affiliates to take no position, inconsistent with the Allocation Schedule for Income Tax purposes, unless required by applicable Law. The parties will revise the Allocation Schedule in accordance with the principles set forth herein from time to time to the extent necessary to reflect any indemnification payment made hereunder or any other post-Closing payment made pursuant to or in connection with this Agreement. In the event of any disagreement between the Buyer and the Seller Representative (on behalf of the Sellers) regarding any proposed revision to the Allocation Schedule, they will in good faith use commercially reasonable efforts to agree on such revision. If the Seller Representative and the Buyer, notwithstanding such good-faith efforts, fail to resolve such disagreement within thirty (30) days (or longer, as mutually agreed to by such parties in writing) of the date the indemnification or other post-Closing payment was made, then the matter will be referred to the Independent Auditor for resolution, and the resolution of the Independent Auditor shall be final and binding on the parties.

2.9 Withholding Taxes. The Buyer, its Affiliates, the Companies and the Escrow Agent shall be entitled to deduct and withhold from the amounts otherwise payable by the Buyer, its Affiliates, the Companies and the Escrow Agent pursuant to this Agreement or any Ancillary Agreements to any Seller, including payments to the Escrow Agent and payments under the Escrow Agreement, such amounts as the Buyer, its Affiliates, the Companies and the Escrow Agent reasonably determine they may be required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law, and to collect any necessary Tax forms, including IRS Form W-9, as applicable, or any similar information, from the Sellers and any other recipients of payments hereunder. To the extent such amounts are so withheld or paid over to or deposited with the relevant Governmental Authority by the Buyer, its Affiliates, the Companies or the Escrow Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Seller or such other recipient in respect to which such deduction and withholding was made.

2.10 Seller Representative.

(a) Appointment. Each Seller hereby irrevocably authorizes, directs and appoints Holdings, as the Seller Representative, to act as such Seller's sole and exclusive agent, attorney-in-fact and representative and authorizes and directs the Seller Representative to (x) take any action that may be required or permitted by this Agreement or the Escrow Agreement to be taken by the Sellers; (y) exercise any other right, power or authority, that is granted to the Seller Representative under this Agreement or the Escrow Agreement; and (z) exercise any such right, power or authority as is incidental to the foregoing, and take any and all actions, and make any decisions it may deem necessary or appropriate, in connection with or to consummate the transactions contemplated by this Agreement and the Escrow Agreement, including (i) making decisions with respect to the determination of the purchase price allocation and the Earn-Out Payment, and entering into any settlement or submitting any dispute relating thereto; (ii) taking any action in connection with the approval of, or any amendment to or waiver under, this Agreement or the Escrow Agreement; (iii) accepting notices under this Agreement or the Escrow Agreement; (iv) delivering or causing to be delivered to the Buyer at the Closing any documents to be executed by the Sellers in connection with this Agreement and the transactions contemplated hereby; (v) making any payments under this Agreement or the Escrow Agreement;

(vi) granting or withholding any consent under this Agreement or the Escrow Agreement; (vii) in its sole discretion, agreeing to, negotiating, litigating, resolving, entering into settlements and compromises of, commencing any suit, action or proceeding, and complying with orders of courts, with respect to any matter under this Agreement and the Escrow Agreement; and (viii) any of the foregoing in connection with the Sellers' indemnification obligations under this Agreement. This Section 2.10 shall be binding upon the respective executors, heirs, legal representatives, personal representatives and successors of each Seller.

(b) Coupled with an Interest, etc. This power of attorney granted by each Seller to the Seller Representative is coupled with an interest and all authority hereby conferred is granted and shall be irrevocable and shall not be terminated or affected by subsequent disability or incapacity of any Seller or by any act of any Seller or by operation of law, whether by such person's death, disability, protective supervision or any other event. Each Seller shall be deemed to have waived any and all defenses that may be available to contest, negate or disaffirm the action of the Seller Representative taken in good faith under this Agreement or any document or agreement delivered in connection herewith. Without limiting the generality of the foregoing, the Seller Representative shall have full power and authority to interpret all the terms and provisions of this Agreement on behalf of all Sellers and their respective heirs, successors and assigns. Notwithstanding the power of attorney granted in this Section 2.10, no agreement, instrument, acknowledgement or other act or document shall be ineffective solely by reason of a Seller (instead of the Seller Representative) having signed or given the same directly.

(c) Buyer's Reliance. Any action of the Seller Representative permitted under this Agreement shall be irrevocably binding on each Seller as if such Seller had itself taken such action, and the Buyer may rely thereon. The Buyer shall have no obligation to determine whether the Seller Representative has complied with this Section 2.10.

(d) Limits on Liability of the Seller Representative to the Sellers. Each Seller agrees that the Seller Representative shall not be liable to any Seller in its capacity as the Seller Representative except for actions or omissions resulting from the Seller Representative's fraud, gross negligence, willful misconduct or bad faith.

(e) Indemnification by Sellers. The Sellers (not including any Seller that is acting as the Seller Representative) shall indemnify and hold harmless the Seller Representative and its agents against any loss, liability and expense incurred by such Persons, including the reasonable fees and expenses of any legal counsel retained by such Persons, with respect to the actions or omissions of the Seller Representative, in its capacity as the Seller Representative, other than the Seller Representative's fraud, gross negligence, willful misconduct or bad faith. This indemnification obligation shall survive the termination of this Agreement and the Escrow Agreement.

(f) Replacement of the Seller Representative. In the event that the Seller Representative becomes unable or unwilling to continue in its capacity as the Seller Representative, or if the Seller Representative resigns as the Seller Representative, a majority-in-interest of the Sellers (determined in accordance with their respective percentage of ownership of the Acquired Interests) may, by written consent, appoint a new representative as the Seller Representative.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each of the Sellers represents and warrants to the Buyer as follows, except as set forth in the schedules delivered by the Sellers to the Buyer in connection herewith and which are attached hereto (the "***Schedules***"). The sections of the Schedules are numbered and captioned to correspond to the sections of this Agreement, and each disclosure will qualify the representations and warranties in the corresponding section of this Agreement and in any other section(s) of this Agreement to which such disclosure is cross-referenced or to which the relevance of such disclosure is readily apparent on its face.

3.1 Authorization; Enforceability. Each of the Sellers has the requisite power and authority, if an entity, or the requisite capacity, if an individual, to enter into this Agreement and each Ancillary Agreement to which such Seller is a party and to carry out the transactions contemplated herein and therein. The execution, delivery and performance by Holdings of this Agreement have been duly authorized by all necessary corporate action. This Agreement has been, and each Ancillary Agreement to which such Seller is a party will be when executed, duly and validly executed and delivered by such Seller and this Agreement constitutes and each such Ancillary Agreement will constitute the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as may be limited by (a) applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (b) legal and equitable limitations on the availability of specific remedies.

3.2 Organization.

(a) Section 3.2(a) of the Schedules sets forth, for each of the Company Entities, the name and jurisdiction of incorporation or organization. Each Company Entity is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina and has all requisite entity power and authority to own, lease and operate its properties and carry on its business as now being conducted. Each Company Entity is duly qualified to do business and is in good standing in each jurisdiction listed on Section 3.2(a) of the Schedules, which constitute all jurisdictions where the conduct of its business or ownership of its properties requires such qualification, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Material Adverse Effect. The Sellers have delivered to the Buyer a true and correct copy of each of the Company Entities' articles of incorporation, bylaws or analogous organizational documents.

(b) Other than the Company Subsidiary, the Companies do not own any Subsidiary or have an ownership interest in any Person. The Company Subsidiary does not own any Subsidiary or have an ownership interest in any Person.

3.3 Capitalization.

(a) The Acquired Interests constitute all of the equity interests or other ownership interests of the Companies outstanding as of the Closing. Each Seller is, and on the Closing Date will be, the sole record and beneficial owner of the Acquired Interests being

transferred to the Buyer by such Seller pursuant to this Agreement, which constitute all of the equity interests of the Companies held by such Seller. Such Seller has good and valid title to such Acquired Interests, free and clear of all Liens, demands and restrictions on transfer (except for restrictions under applicable securities laws) and has full power, right and authority to transfer such Acquired Interests hereunder. Each Acquired Interest has been duly authorized and validly issued and is fully paid and non-assessable and was issued in compliance with applicable Laws. None of the Acquired Interests were issued in violation of any agreement, arrangement or commitment to which either Seller or either Company is a party or is subject to or in violation of any preemptive or similar rights of any Person. There are no outstanding or authorized (i) options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, rights of first refusal, preemptive rights, or other contracts or commitments that require any Company Entity to issue, sell, or otherwise cause to become outstanding any of its equity, ownership or membership interests, or (ii) appreciation, phantom stock, profit participation or similar equity, ownership or membership participation rights with respect to any of the Company Entities, and there is no understanding, agreement or arrangement not yet fully performed that would result in the creation of any of the foregoing. None of the Acquired Interests are certificated.

(b) CCG owns all of the membership interests of the Company Subsidiary and such membership interests constitute all of the securities of the Company Subsidiary outstanding as of the Closing. CCG has good and valid title to such membership interests, free and clear of all Liens, demands and restrictions on transfer. All such membership interests of the Company Subsidiary have been duly authorized and validly issued and are fully paid and non-assessable and were issued in compliance with applicable Laws. None of such membership interests were issued in violation of any agreement, arrangement or commitment to which the Sellers or any Company Entity is a party or is subject to or in violation of any preemptive or similar rights of any Person. No such membership interests are certificated.

3.4 No Conflicts; Consents and Approvals. Assuming the receipt of the consents, approvals and waivers listed in Section 3.4 of the Schedules, the execution and delivery by the Sellers of this Agreement and the other Ancillary Agreements to which they are parties, the consummation of the transactions contemplated hereby and thereby and the performance by the Sellers of their obligations hereunder and thereunder will not: (a) violate or conflict with, or require any consent, approval or waiver under, the articles of incorporation, bylaws, operating agreement or analogous organizational documents of any Company Entity or Holdings, (b) violate or conflict with in any material respect, or require any consent, approval or waiver under, any Law applicable to the Company Entities or the Sellers; (c) violate or conflict with, require any consent, approval or waiver under, result in a violation or breach of, constitute a default under or permit or result in the termination, suspension, modification or acceleration of any term, condition or provision of, any Contract to which any Company Entity is a party or by which any of its assets are bound (without regard to requirements of notice, lapse of time or elections of other Persons or any combination thereof), which violation or conflict would be material to the Company Entities; or (d) result in the creation of any Lien upon any of the properties of any Company Entities or give to others any interest in any of the properties of the Company Entities. No authorization, consent, or approval of, or filing with, any Governmental Authority or any other Person is required to be obtained or made by the Sellers or the Company Entities in connection with the execution and delivery of, or performance by the Sellers of their

obligations under, this Agreement, other than from or to the FCC and the state and local regulatory bodies set forth in Section 3.4 of the Schedules (the "***State Commissions***").

3.5 Financial Statements; Indebtedness. Attached hereto in Section 3.5 of the Schedules are (a) the unaudited combined balance sheets of CCG and the Company Subsidiary as of December 31, 2015 (the "***Balance Sheet Date")***, December 31, 2014 and December 31, 2013, and the related unaudited combined statements of income and cash flows of CCG and the Company Subsidiary for the twelve-month periods then ended, (b) the unaudited balance sheets of Glenwood as of the Balance Sheet Date, December 31, 2014 and December 31, 2013, and the related unaudited statements of income and cash flows of Glenwood for the twelve-month periods then ended, and (c) the unaudited combined balance sheet of CCG and the Company Subsidiary as of September 30, 2016 and the unaudited balance sheet of Glenwood as of September 30, 2016 (collectively, the "***Interim Balance Sheet***"), and the related unaudited combined statements of income and cash flows of CCG and the Company Subsidiary for the nine-month period then ended and the related unaudited statements of income and cash flows of Glenwood for the nine-month period then ended (the financial statements described in (a)-(c), the "***Financial Statements***"). Except as set forth in Section 3.5 of the Schedules, the Financial Statements (i) have been prepared in accordance with GAAP applied on a consistent basis during the periods involved, (ii) have been prepared from the books and records of the Company Entities and (iii) present fairly in all material respects the financial condition, operating results and cash flows of the Company Entities as of the dates and for the periods indicated therein. Section 3.5 of the Schedules lists all Indebtedness of the Company Entities as of the date hereof.

3.6 Accounts Receivable. The accounts receivable reflected on the Interim Balance Sheet and the accounts receivable arising after the date thereof (a) have arisen from *bona fide* transactions entered into by the Company Entities involving the sale of goods or the rendering of services in the Ordinary Course of Business and (b) constitute only valid, undisputed claims of the Company Entities not currently subject to claims of set-off or other similar counterclaims other than normal cash discounts accrued in the Ordinary Course of Business.

3.7 No Undisclosed Liabilities. Except as set forth in Section 3.7 of the Schedules, the Company Entities do not have any liability of the type required to be reflected on a balance sheet prepared in accordance with GAAP or, to Sellers' Knowledge, any other material liability of any nature, except for liabilities (i) reflected or reserved against in the Financial Statements, (ii) incurred in the Ordinary Course of Business since the Balance Sheet Date, or (iii) that are executory obligations arising in the Ordinary Course of Business under any Contracts (and not as a result of any breach thereof).

3.8 Absence of Changes. Except as set forth in Section 3.8 of the Schedules, since the Balance Sheet Date, the Company Entities have conducted the Business in the Ordinary Course of Business and:

(a) none of the Company Entities has experienced any damage, destruction or loss involving at least $50,000 per occurrence (whether or not covered by insurance) to any of its assets or property;

(b) none of the Company Entities has made any redemptions of or dividends or distributions in respect of its capital stock or other equity, ownership or membership interests, except for tax distributions in the Ordinary Course of Business;

(c) none of the Company Entities has increased the compensation, bonus opportunity or benefits of any manager, director, officer, employee, independent contractor or consultant of any Company Entity or any of their spouses, dependents or beneficiaries, except in the Ordinary Course of Business or as required by Law, or adopted, amended, modified or terminated any Benefit Plan, except as required by Law or with respect to any increase in employee compensation, except in the Ordinary Course of Business;

(d) none of the Company Entities has incurred any Indebtedness in excess of $50,000 (excluding trade payables and inter-company amounts) or granted any Lien (other than Permitted Liens) upon any of its assets;

(e) none of the Company Entities has sold, leased, transferred, or assigned any of its material assets, tangible or intangible, other than in the Ordinary Course of Business;

(f) none of the Company Entities has made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person;

(g) no event, change or circumstance has occurred which has had or is reasonably expected to have a Material Adverse Effect;

(h) there has not been any material change by any of the Company Entities in accounting or Tax reporting principles, methods or policies;

(i) none of the Company Entities has made, changed or rescinded any election relating to Taxes, or settled or compromised any material claim relating to Taxes;

(j) none of the Company Entities has failed to pay and discharge current liabilities in the Ordinary Course of Business, other than those the validity of which are being contested in good faith for which the Company Entity has established reasonable reserves;

(k) none of the Company Entities have amended its articles of incorporation, bylaws or other analogous organizational documents;

(l) none of the Company Entities has made any capital expenditure outside of the Ordinary Course of Business;

(m) there has not been any issuance, sale or other disposition of any securities of any Company Entity;

(n) there has not been any entry into a new line of business or abandonment or discontinuance of existing lines of business by any Company Entity;

(o) none of the Company Entities has entered into any employment, termination, change in control, severance or similar contract or agreement with any manager,

director, officer, employee, independent contractor or consultant, or modified in any material respect the terms of any such existing contract or agreement;

(p) none of the Company Entities has entered into any collective bargaining agreement or similar Contract; and

(q) none of the Company Entities has agreed to engage in any of the foregoing actions listed in this Section 3.8.

3.9 Real Property; Title to, and Sufficiency of, Assets.

(a) The Company Entities do not own in fee simple any real property. Section 3.9(a) of the Schedules sets forth the address of each parcel of real property on, upon or with respect to any portion of which any of the Company Entities holds a leasehold, subleasehold, collocation, license and/or other real property interest (the "***Leased Real Property***"). The Company Entities have made available to the Buyer true and complete copies of the agreements and all amendments, modifications or renewals thereto, and/or guaranties executed in connection therewith, pursuant to which a Company Entity has an interest in the Leased Real Property (each, a "***Lease***"). Except as set forth in Section 3.9(a) of the Schedules, with respect to each Lease: (i) such Lease constitutes a valid and binding obligation of the applicable Company Entity, enforceable against such Person in accordance with its terms, except as may be limited by (A) applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (B) legal and equitable limitations on the availability of specific remedies; (ii) the applicable Company Entity's use or possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed and there are no material disputes with respect to such Lease; (iii) neither the Company Entity that is a party to such Lease nor, to the Sellers' Knowledge, any other party to such Lease is in material breach or default under such Lease; (iv) none of the Company Entities has subleased, licensed or otherwise granted any person the right to use or occupy the Leased Real Property that is the subject of such Lease or assigned or collaterally assigned such Lease or any interest therein; and (v) the applicable Company Entity has not pledged, mortgaged or otherwise granted a Lien (other than a Permitted Lien) on its interest in any such Lease.

(b) The Leased Real Property is used in connection with the Business. To the Sellers' Knowledge, all of the Leased Real Property and any buildings, fixtures and improvements located thereon (i) are in good operating condition, (ii) are available to the Buyer for immediate use in the conduct of the Business, and (iii) comply in all material respects with all applicable building or zoning codes, covenants, and the regulations of any Governmental Authority, private development or planned community having jurisdiction. To the Sellers' Knowledge, there are no pending or threatened condemnation or eminent domain proceedings that affect any Leased Real Property or any part thereof, and the Company Entities have not received any written notice of the intention of any Governmental Authority or other Person to take or use all or any part thereof through the exercise of eminent domain. Furthermore, (i) to the Sellers' Knowledge, the Leased Real Property is in compliance in all material respects with all Laws and the Sellers or the Company Entities have obtained all certificates and permits necessary for the conduct of the Business; (ii) the Company Entities have not received written notice of any complaint or violation from any Governmental Authority or other Person as to the

condition or operation of any of the Leased Real Property; (iii) to the Sellers' Knowledge, the utility services currently available to each Leased Real Property are adequate for the present use of such property by the relevant Company Entity and are being supplied by utility companies and, to the Sellers' Knowledge, there is no condition, individually or in the aggregate, which will result in the termination of the present utility service to such Leased Real Property; (iv) to the Sellers' Knowledge, there are no existing, pending or threatened zoning, building code or other proceedings, or similar matters which would reasonably be expected to materially and adversely affect the ability of the Company Entities to operate the Leased Real Property as currently operated; and (v) to the Sellers' Knowledge, no material portion of any Leased Real Property has been damaged or destroyed by fire or other casualty.

(c) The Company Entities hold a right-of-way agreement, easement, license agreement or other agreement permitting the Company Entities to lay, build, operate, maintain or place over land, underwater or underground all of the cable, wires, conduits or other equipment built outside of structures by the Company Entities along the 27 route-miles owned by the Company Entities, except for any Right-of-Way Agreement the failure of which to hold would result in a cost to the Company Entities of less than $30,000 (each, a "***Right-of-Way Agreement***"). Each Right-of-Way Agreement is a valid and legally binding obligation of the Company Entity party thereto and, to the Sellers' Knowledge, each other party thereto, is in full force and effect and is enforceable by such Company Entity in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally or (ii) legal and equitable limitations on the availability of specific remedies. No Company Entity is in material breach of, or default under, any Right-of-Way Agreement. No third party had repudiated in a written notice provided to any Company Entity any Right-of-Way Agreement.

(d) All material items of the Company Entities' tangible personal property which are used or held for use in the operation of the Business have been maintained by the Company Entities in accordance with customary practices in the industry and are in useable condition and repair (ordinary wear and tear excepted and excluding obsolete items of tangible personal property). The Company Entities have good title to, or a valid leasehold interest in, all material items of tangible personal property used in the conduct of the Business, free and clear of all Liens other than Permitted Liens. Except as set forth in Section 3.9(d) of the Schedules, there are no material assets that are currently used in the Business that are owned by the Sellers or any Affiliate of the Sellers other than the Company Entities.

3.10 Intellectual Property.

(a) Section 3.10(a) of the Schedules sets forth with respect to the Company Owned Intellectual Property a complete and accurate list of all domestic and foreign federal, state and/or provincial: (i) patents and patent applications; (ii) trademark registrations and applications for registration; (iii) registered copyrights; (iv) domain names; and (v) any other Company Owned Intellectual Property that is the subject of an application, certificate or registration issued by any Governmental Authority, in each case listing the title and current owner(s), the jurisdiction(s) in which such registered Intellectual Property has been issued or registered and the application, serial or registration number. All applications, certificates and registrations for such Intellectual Property are in full force and effect. The Company Entities are

not and have not been for the past three (3) years the subject of any third party proceeding, action or opposition regarding Intellectual Property filed with the United States Patent and Trademark Office or any other intellectual property registry or Governmental Authority anywhere in the world, except that applications for patents and trademarks are subject to proceedings with the applicable Government Authority, which occur in the ordinary course in connection with the prosecution of such applications. Except as set forth in Section 3.10(a) of the Schedules or as would not have a Material Adverse Effect, the Company Entities own or have the right to use all Intellectual Property used by them in connection with, and necessary for, the operation of the Business as currently conducted.

(b) Except as set forth in Section 3.10(b) of the Schedules, (i) the Company Owned Intellectual Property as currently used by the Company Entities, and the Company Entities' operation of the Business as currently conducted, do not infringe, misappropriate or otherwise violate the Intellectual Property of any Person; and (ii) to the Sellers' Knowledge, no Person is infringing, misappropriating or otherwise violating any Company Owned Intellectual Property.

(c) Section 3.10(c) of the Schedules identifies each agreement with a third party pursuant to which the Company Entities have obtained rights to Intellectual Property (other than software that is generally commercially available off-the-shelf) that is owned by a third party used in connection with the operation of the Business as currently conducted. Other than license fees for software that is generally commercially available off-the-shelf or as disclosed in the agreements identified in Section 3.10(c) of the Schedules, none of the Company Entities is obligated to pay any material compensation to any third party in respect of its ownership, use or license of any of its Intellectual Property in connection with the conduct of its Business as presently conducted.

3.11 Tax Matters. Except as set forth in Section 3.11 of the Schedules:

(a) Prior to the Restructuring, the Predecessor Corporation made an election under Section 1362(a) of the Code to be an "S corporation," as defined in Section 1361(a)(1) (and any comparable provision of state and local Tax Law in jurisdictions in which such election was available), and all persons who were shareholders of the Predecessor Corporation on the day on which such election was made validly consented to such election. Such election became effective as of the effective date of the election, January 1, 1999 ("***Election Date***"), and has remained in effect for the Predecessor Corporation properly and continuously from the Election Date to and including the date of the Restructuring. No actions have been taken and no omissions have occurred that would cause such election to terminate or to be revoked at any time prior to the Stock Exchange. Since the Election Date and through the Stock Exchange, (i) all the shareholders of the Predecessor Corporation have been eligible shareholders under Section 1361 of the Code and the Treasury Regulations thereunder, and (ii) the Predecessor Corporation has had only a single class of stock within the meaning of Section 1361 of the Code and the Treasury Regulations thereunder.

(b) Since the date of its formation, for U.S. federal Income Tax purposes (i) Glenwood has been properly treated as a partnership under Treasury Regulations Section 301.7701-3(b)(1)(i), and (ii) the Company Subsidiary has been properly treated as disregarded as

an entity separate from its owner under Treasury Regulations Section 301.7701-3(b)(1)(ii) (a "***Disregarded Entity***"). From the date of the Stock Exchange until its conversion into a limited liability company, the Predecessor Corporation has been properly treated for U.S. federal Income Tax purposes a "qualified subchapter S subsidiary" within the meaning of Code Section 1361(b)(3)(B).

(c) The Sellers and the Company Entities have timely filed, or have had timely filed on their behalf, all Income Tax Returns and other material Tax Returns required to have been filed (taking into account any valid extensions). All such Tax Returns are true, complete and correct in all material respects, and have been prepared in substantial compliance with applicable Law. All Taxes due and owing (whether or not shown or required to be shown on any Tax Return) by or with respect to the Company Entities have been fully and timely paid. No written claim has ever been made that remains unresolved by a Governmental Authority in a jurisdiction where any of the Company Entities does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(d) There are no outstanding extensions of any statute of limitations for the assessment or collection of any Tax or with respect to any Tax Return of, or that includes the activities of, any Company Entity.

(e) There is no action, suit, proceeding, investigation, audit, claim or assessment pending or, to the Sellers' Knowledge, threatened with respect to any liability for any Tax or with respect to any Tax or Tax Return of any Company Entity that was begun against any Company Entity in the past six (6) years.

(f) There are no Liens for Taxes on any assets of any Company Entity, except statutory Liens for Taxes not yet due and payable.

(g) The Company Entities have properly withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any shareholder, member, employee, independent contractor, creditor or other third party of the Company Entities and have timely complied with all information reporting and recordkeeping requirements with respect thereto.

(h) No Company Entity is a party to any Tax allocation, Tax sharing, Tax indemnification or similar agreement under which a Company Entity could be liable for the Taxes of any other Person. No Company Entity has any liability for the Taxes of any Person (other than such Company Entity) under Treasury Regulations Section 1.1502-6 (or any substantially similar provision of state, local or non-U.S. Tax Law), or as a transferee or successor, or by contract, or otherwise. No Company Entity has been (i) a member of an affiliated group filing a consolidated federal Income Tax Return or (ii) included in any "consolidated", "unitary" or "combined" Tax Return provided for under the Laws of the United States, any state thereof, or any non-U.S. jurisdiction, other than (A) such a group the common parent of which was a Company Entity, or (B) as a Disregarded Entity included in the Tax Return of its direct or indirect owner.

(i) No Company Entity will be required to include any item of income in, or exclude any item or deduction from, taxable income for any Income Tax period or portion thereof ending after the Closing Date as a result of: (i) any change in a method of accounting under Section 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use of an improper method of accounting, for a Tax Period ending on or prior to the Closing Date; (ii) an installment sale or open transaction occurring on or prior to the Closing Date; (iii) deferred revenue or any prepaid amount received on or before the Closing Date; (iv) any closing agreement entered into before the Closing Date under Section 7121 of the Code or a similar provision of state, local or foreign Tax Law; or (v) any election made by a Company Entity before the Closing Date under Section 108(i) of the Code.

(j) The unpaid Taxes of the Predecessor Corporation (i) did not, as of the date of the Interim Balance Sheet, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Interim Balance Sheet (rather than in any notes thereto) and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Predecessor Corporation in filing its Tax Returns;

(k) No Company Entity has "participated" in or has any filing obligation with respect to a "reportable transaction" within the meaning of Code Section 6707A(c)(1) and Treasury Regulations Section 1.6011-4(b), and all positions taken with respect to the Company Entities that could give rise to a "substantial understatement of income tax" within the meaning of Section 6662 of the Code have been disclosed on the Income Tax Returns of the Company Entities.

(l) No Company Entity has requested or is the subject of or bound by any private letter ruling, technical advice memorandum, closing agreement or similar ruling, memorandum or agreement with any Governmental Authority with respect to Taxes, nor is any such request outstanding. There is no outstanding power of attorney authorizing anyone to act on behalf of any of Company Entity in connection with any Tax, Tax Return or proceeding relating to any Tax or Tax Return.

3.12 Litigation. Except as set forth in Section 3.12 of the Schedules, as of the date of this Agreement, there is no suit, action, arbitration or legal, administrative or other proceeding (each, a "***Proceeding***") pending or, to the Sellers' Knowledge, threatened against the Sellers regarding the Business or any Company Entity or relating to the assets, business or properties of the Company Entities or which seeks to enjoin or obtain damages with respect to the consummation of the transactions contemplated hereby. As of the date of this Agreement, there are no judgments, orders or decrees (in each case whether court, administrative or consent) outstanding against the Sellers or the Company Entities.

3.13 Employee Benefits Matters.

(a) Section 3.13(a) of the Schedules sets forth a complete and correct list of all Benefit Plans that are sponsored, maintained, contributed to or participated in by any Company Entity or with respect to which any Company Entity is a party or otherwise has any

Liability, contingent or otherwise, including as the result of any ERISA Affiliate or any guaranty or indemnity (each a "***Company Benefit Plan***" and collectively the "***Company Benefit Plans***").

(b) The Companies have made available to the Buyer, to the extent applicable, complete and correct copies of (i) all Company Benefit Plans (or a summary of the material terms thereof if the Company Benefit Plan has not been committed to writing), related trust agreements or other funding arrangements for all Company Benefit Plans, (ii) the most recent determination letter, ruling, opinion letter, information letter, or advisory opinion issued with respect to any Company Benefit Plan by the IRS, the United States Department of Labor ("***DOL***"), the Department of Health and Human Services or the Pension Benefit Guaranty Corporation ("***PBGC***") and any pending application for same, (iii) any filing or documentation (whether or not filed with the IRS) where corrective action was taken in connection with or under any IRS Employee Plans Compliance Resolution System or similar program for the current plan year and the three preceding plan years, (iv) annual reports or returns, audited or unaudited financial statements, actuarial reports, and valuations prepared for any Company Benefit Plan for the current plan year and the three preceding plan years, (v) the most recent summary plan description for each Company Benefit Plan and any material modifications thereto, (vi) IRS or DOL audits or inquiries or any similar investigation or inquiry of any Governmental Authority for the current plan year and the three preceding plan years and (vii) all material correspondence from or to the IRS, DOL or PBGC regarding any Company Benefit Plan received or sent during this calendar year or any of the preceding three (3) calendar years.

(c) All of the Company Benefit Plans (i) comply in form and operation in all material respects with all applicable requirements of Law and (ii) have been administered in compliance in all material respects with their terms and all applicable requirements of Law. All reports required to be filed with any Governmental Authority in connection with such Company Benefit Plans have been filed in accordance with all material requirements of Law.

(d) All Company Benefit Plans that are employee pension benefit plans, as defined in Section 3(2) of ERISA, and that are intended to be qualified under Section 401(a) of the Code, are the subject of a favorable determination letter from the IRS (or can rely on an opinion or advisory letter obtained by a prototype or volume submitter plan sponsor) to the effect that such Company Benefit Plan is so qualified and that the Company Benefit Plan and related trust are exempt from federal Income Tax under Code Sections 401(a) and 501(a) respectively, and, to the Sellers' Knowledge, no event has occurred or circumstances exist that would reasonably be expected to adversely affect the qualification of any such Company Benefit Plan under Section 401(a) of the Code or the revocation of such favorable determination letter or the availability of reliance on such opinion or advisory letter. All benefits, contributions and premiums required by or due under the terms of each Company Benefit Plan or applicable Law have been timely paid or remitted in accordance with the terms of each Company Benefit Plan or applicable Law.

(e) There have not been any non-exempt "prohibited transactions" (as described in Section 406 of ERISA or Section 4975 of the Code) with respect to any of the Company Benefit Plans with respect to which any Company Entity would be liable for, or required to reimburse or indemnify any other Person for, any related taxes, interest or penalties.

(f) There are no actions, suits or claims pending or, to the Sellers' Knowledge, threatened, with respect to or involving any Company Benefit Plan, other than routine claims for benefits and qualified domestic relations, medical or child support orders, and, to the Sellers' Knowledge, there are no facts or circumstances that would reasonably be expected to result in any such actions, suits or claims. There is no pending or, to the Sellers' Knowledge, threatened, inspection, investigation, audit or examination of any Governmental Authority with respect to or involving any Company Benefit Plan, and, to the Sellers' Knowledge, there are no facts or circumstances that would reasonably be expected to result in any such inspection, investigation, audit or examination of any Governmental Authority which could reasonably be expected to result in any Liability to any Company Entity.

(g) No Company Entity nor any of its ERISA Affiliates has, or ever has had, any obligation or Liability in connection with (i) a "defined benefit plan" (as defined in Code Section 414(j)), (ii) any employee benefit plan (as defined in Section 3(3) of ERISA) that is or was subject to Code Section 412 or ERISA Section 302 or Title IV of ERISA, (iii) any multiemployer plan (as defined in Sections 4001(a)(3) or 3(37) of ERISA or Section 414(f) of the Code), (iv) any multiple employer welfare plan as defined in Section 3(40) of ERISA or (v) any multiple employer plan within the meaning of Sections 4063 or 4064 of ERISA or Code Section 413(c). No material Liability under Title IV of ERISA has been or is expected to be incurred by any Company Entity or any ERISA Affiliate thereof and, to the Sellers' Knowledge, no event has occurred that could reasonably result in Liability under Title IV of ERISA being incurred by any Company Entity or any ERISA Affiliate thereof with respect to any ongoing, frozen, terminated, or other single-employer plan of any Company Entity or the single-employer plan of any ERISA Affiliate. There has been no "reportable event," within the meaning of ERISA Section 4043, for which the 30-day reporting requirement has not been waived by any ongoing, frozen, terminated or other single employer plan of any Company Entity or of an ERISA Affiliate.

(h) Except as required under Part 6 of ERISA, Code Section 4980B or similar state law, no Company Entity has any Liability or obligation for retiree or post-termination of employment or services welfare, health or life benefits under any of the Company Benefit Plans, or other plan or arrangement, and there are no restrictions on the ability of any Company Entity to unilaterally amend or terminate any and all such retiree or post-termination of employment or services welfare, health or life benefits plan without incurring any Liability or obtaining any consent or waiver. No Tax under Code Sections 4980B or 5000 has been incurred with respect to any Company Benefit Plan or other plan or arrangement, and, to the Sellers' Knowledge, no circumstance exists that could give rise to such Taxes.

(i) Each Company Benefit Plan that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A of the Code) has been maintained in writing and operated in all material respects in full compliance with its terms and Section 409A of the Code and the guidance issued by the IRS with respect to such plans or is not required to comply therewith due to its grandfathered or exempt status under Section 409A of the Code.

(j) Except as set forth in Section 3.13(j) of the Schedules, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, alone or in combination with any other events, will (i) result in any payment (including,

without limitation, severance, or unemployment compensation) becoming due to any manager, employee, director, independent contractor or consultant of any Company Entity (whether or not under any Company Benefit Plan); (ii) result in any increase in compensation or benefits or the acceleration of vesting or payment under any Company Benefit Plan or otherwise (including any increase in or funding of compensation or benefits through a trust or otherwise); (iii) increase any benefits otherwise payable under any Company Benefit Plan, (iv) limit or restrict the ability of any Company Entity or the Buyer or its Affiliates to merge, amend or terminate any Company Benefit Plan or (v) result in an "excess parachute payment" within the meaning of Section 280G(b) of the Code. No Company Entity is obligated to provide any gross-up, reimbursement or indemnity for any taxes, penalties or interest that might be incurred as the result of Sections 280G, 409A or 4999 of the Code.

(k) Each service provider who is classified by any Company Entity as an independent contractor or employee has been properly classified as such for purposes of participation in and accrual of benefits under any Company Benefit Plan and all other Tax purposes.

3.14 Material Contracts.

(a) Section 3.14(a) of the Schedules sets forth a list of all of the Contracts of the Company Entities that:

(i) involve individual or aggregate payments to or by any Company Entity in excess of $100,000 in either of the past two (2) full fiscal years or $75,000 in the current fiscal year;

(ii) involve remaining aggregate payments to or by any Company Entity in excess of $100,000 and have a remaining term of more than one (1) year from the date hereof (and cannot be terminated by such Company Entity without material penalty);

(iii) concern the operation or establishment of a partnership, joint venture or similar arrangement;

(iv) require any Company Entity to purchase its total requirements for any product or service from a third party or that contain "take or pay" provisions;

(v) provide for earn-outs or similar contingent obligations;

(vi) relate to the acquisition, issuance or transfer of any securities of any Company Entity;

(vii) create or guarantee any Indebtedness or impose a Lien (other than a Permitted Lien) on any assets of any Company Entity (other than ordinary course trade payables);

(viii) provide for the disposition of the assets (other than in the Ordinary Course of Business) or business of any Company Entity or any agreement for the acquisition of

the assets or business of any other Person (whether by merger, sale of stock, sale of assets or otherwise) (other than in the Ordinary Course of Business);

(ix) include any covenant binding on any Company Entity or any director, manager, officer or employee of such Company Entity in the nature of a non-competition or exclusivity agreement or that otherwise limits or restricts such Company Entity or Person from competing or otherwise conducting the Business in any manner or place;

(x) are with any current or former employee, officer, manager, director, consultant or independent contractor that are not terminable without penalty or other cost on thirty (30) days' or less notice, including without limitation any employment, severance, termination, change in control or similar agreement or any agreement providing for any increase in compensation, vesting, acceleration of payments or other similar rights or any other consideration of any kind;

(xi) provide for bonuses, options, pensions, deferred compensation, profit sharing, equity, fringe or other benefits or similar arrangements with any current or former employee, officer, manager, director, consultant, or independent contractor containing continuing obligations of any Company Entity or with respect to which any Company Entity has any Liability (contingent or otherwise);

(xii) relate to the provision of fiduciary, administrative, recordkeeping or other services in connection with any Company Benefit Plan that is not terminable without penalty or other cost on thirty (30) days' or less notice;

(xiii) grant any Person a power of attorney;

(xiv) provide for the use, lease or indefeasible right of use ("***IRU***") of fiber by a Company Entity; or

(xv) was not entered into in the Ordinary Course of Business and which creates an obligation of the Company Entities in excess of $100,000.

(collectively, the "***Material Contracts***").

(b) True and complete copies of each Material Contract have been made available to the Buyer. Each of the Material Contracts is a valid and binding obligation of the applicable Company Entity, is in full force and effect, and is enforceable by such Company Entity in accordance with its terms, except as may be limited by (A) applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (B) legal and equitable limitations on the availability of specific remedies. None of the Company Entities are, and to Sellers' Knowledge each other party to each such Material Contract is not, in material breach or default of any terms or conditions thereunder, and no event has occurred which with notice or lapse of time or both would constitute a material breach or default under any terms or conditions of any Material Contract or permit termination, modification or acceleration thereof, or reduce any material benefits thereunder. Since January 1, 2016, neither the Sellers nor the Company Entities has received written notice that any party to

any Material Contract intends to terminate any Material Contract or repudiate any provision thereof.

3.15 Insurance. Section 3.15 of the Schedules sets forth a list of each material insurance policy currently maintained by the Company Entities with respect to the Business. Such policies are reasonably similar in character and amount to policies customarily held by similarly situated companies in the same or similar businesses. True and complete copies of all such insurance policies have been made available to the Buyer. Each such policy is in full force and effect, and the applicable Company Entity is not in default, whether as to the payment of premium or otherwise, in any material respect under the terms of any such policy. Set forth on Section 3.15 of the Schedules is a list of all claims currently pending under any such insurance policies and no such claim has been made under any such insurance policies in the last two (2) years.

3.16 Employees.

(a) Except as set forth in Section 3.16(a) of the Schedules, (i) none of the Company Entities is a party to a collective bargaining agreement having provisions covering its employees or is currently negotiating such an agreement, and (ii) no material complaint against any Company Entity is currently pending or, to the Sellers' Knowledge, threatened before the National Labor Relations Board.

(b) The Companies have made available to the Buyer true and correct copies of all material written personnel policies of the Company Entities. Section 3.16(b) of the Schedules lists, as of the end of the month preceding the date of this Agreement, (i) all employees of the Company Entities, including those employees on an approved leave of absence or vacation or out on disability with a legal right to return to employment (the "***Employees***"), and (ii) the position, annual base salary or rate of pay and employment commencement date of each such Employee. To the Sellers' Knowledge, except as set forth in Section 3.16(b), no Employee has notified any Company Entity that such Employee intends to resign or retire as a result of the transactions contemplated by this Agreement and, to the Sellers' Knowledge, no such Employee intends to resign or retire as a result of the transactions contemplated by this Agreement.

3.17 Environmental Matters.

(a) Except as set forth in Section 3.17(a) of the Schedules, none of the Company Entities has received written notice within the last five (5) years alleging that such Company Entity might be potentially responsible for any material Environmental Release with respect to the Leased Real Property or the Business or for any material costs arising under Environmental Laws with respect thereto.

(b) Except as set forth in Section 3.17(b) of the Schedules, (i) each Company Entity holds and is in material compliance with all Environmental Permits necessary for its business; (ii) no Company Entity is or has been for the past five (5) years in material violation of Environmental Laws or has generated, stored, discharged, or released Hazardous Substance at the Leased Real Property in material violation of Environmental Laws, it being understood that the passive migration of Hazardous Substances released by others at or to the Leased Real

Property does not constitute a "discharge" or "release" by a Company Entity or a violation of Environmental Laws by a Company Entity; and (iii) to the Sellers' Knowledge, there are no Hazardous Substances on the Leased Real Property that have been discharged or released in violation of Environmental Laws

Except for the representations and warranties of the Companies expressly set forth in this Section 3.17, none of the Company Entities, the Sellers nor any other Person makes any other express or implied representation or warranty with respect to Environmental Matters, and none of the other representations and warranties contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement will be deemed to be given in relation to Environmental Matters.

3.18 Compliance with Laws; Permits. Except as set forth in Section 3.18 of the Schedules: (a) the Company Entities are currently, and have been for the past three (3) years, in compliance in all material respects with all Laws applicable to the Business. The Company Entities are in possession of all permits, licenses, registrations and government authorizations ("***Permits***") required under applicable Law for the current operation of the Business and are in compliance in all material respects with the requirements and limitations included in such Permits. Section 3.18 of the Schedules lists all such Permits. To the Sellers' Knowledge, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 3.18 of the Schedules.

3.19 Affiliate Transactions. Except as set forth in Section 3.19 of the Schedules, no Affiliate of any Company Entity (other than another Company Entity), no Seller, and no Affiliate of a Seller: (a) owns any material property or right, tangible or intangible, which is used in the Business; (b) owes any money to, or is owed any money by, any Company Entity (other than compensation and benefits owed by the Company Entities to their respective employees in the Ordinary Course of Business); or (c) provides services to any Company Entity or is provided services by any Company Entity (other than services pursuant to employment with such Company Entity).

3.20 Customers; Material Customers.

(a) Section 3.20(a) of the Schedules sets forth a correct and complete list of the top ten (10) customers of the Business by the aggregate dollar amount billed by the Company Entities for the twelve (12) months ended December 31, 2015. Since the Balance Sheet Date, (i) there has been no termination of the business relationship with any such customer, (ii) there has been no material change in the pricing or other material terms of the business relationship with any such customer outside of the Ordinary Course of Business, and (iii) no such customer has notified any Company Entity in writing that it intends to terminate its business relationship with any Company Entity.

(b) Except as set forth on Section 3.20(b) of the Schedules, to Sellers' Knowledge, since the Balance Sheet Date, (i) nothing has occurred that would reasonably be expected to result in a material adverse change in the Company Entities' business relationship with Harris Corporation, Boingo Wireless, Inc. or Department of Defense/DITCO (each a

"***Material Customer***"); (ii) no Material Customer has threatened or otherwise indicated to the Sellers or the Company Entities that such Material Customer intends to terminate or propose a material adverse change to the terms of any Contract with the Company Entities; (iii) there has been no significant dispute with any of the Material Customers; (iv) neither the Company Entities, on the one hand, nor any Material Customer, on the other hand, is currently withholding or has threatened in writing to withhold payments or revenues due to the other; and (v) none of the Material Customers has requested or instituted a corrective plan with the Company Entities or otherwise alleged that a Company Entity is not performing in any material respect under the terms of any Contract among the parties.

3.21 Communications Licenses. A Company Entity is the authorized legal holder or otherwise has rights to the Communications Licenses, which licenses constitute all of the material licenses from the FCC or the State Commissions that are required for or used in the operation of the Business as currently operated. All the Communications Licenses are valid and in full force and effect, unimpaired by any condition, except those conditions that may be contained within the terms of such Communications Licenses or those conditions applicable to the particular class of Communications Licenses generally. The Company Entities are in compliance in all material respects with the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC and all applicable State Commissions in respect of the operation of the Business. There is not pending or, to the Sellers' Knowledge, threatened, any action by or before the FCC or any State Commissions in which the requested remedy is the revocation, suspension, cancellation, rescission or modification of any of the Communications Licenses.

3.22 Government Contracts.

(a) Section 3.22(a) of the Schedules sets forth (i) a list of all material, current and open Government Bids to which any of the Company Entities is a party as of the date of this Agreement, (ii) a list of all Government Contracts for which there are or reasonably could be expected to be outstanding performance obligations and (iii) a list of all prime contracts directly with any Governmental Authority. None of the Company Entities' Government Contracts are cost-reimbursement type contracts. To the Sellers' Knowledge, none of the Company Entities' Government Contracts require personnel to maintain designated security clearances with the U.S. Government.

(b) Except as set forth in Section 3.22(b) of the Schedules, (i) the Company Entities have complied in all material respects with all terms and conditions of each Government Contract and Government Bid to which such Company Entity is a party, including clauses, provisions, and requirements incorporated expressly by reference or by operation of law therein, (ii) the Company Entities have complied in all material respects with all requirements of any applicable laws, regulations, directions or agreements pertaining to such Government Contract or Government Bid and to the Company Entities' performance of such Government Contract; (iii) to the Sellers' Knowledge, all representations and certifications made by the Company Entities with respect to such Government Contract or Government Bid were accurate in all material respects as of their effective date, and the Company Entities have made such amendments and revisions to those certifications as may have been required; (iv) no written termination for default, cure notice, show cause notice, or notice of intent to terminate for default or convenience

has been issued and remains unresolved; and (v) neither the United States Government nor any prime contractor, subcontractor, vendor or other third party has notified any of the Company Entities in writing that any of the Company Entities has breached or violated any applicable law or contract provision pertaining to such Government Contract or Government Bid.

(c) (i) Neither the Company Entities nor, to the Sellers' Knowledge, any of their respective directors, officers, owners, partners, employees, or agents, is (or during the last three years has been) under any administrative, civil or criminal investigation or indictment by any Governmental Authority with respect to the conduct of the business of the Company Entities; (ii) other than in connection with routine audits (including, without limitation, accounting system reviews), no cost incurred, or claim submitted to any Governmental Authority or prime contractor, by the Company Entities pertaining to a Government Contract or Government Bid has been the subject of an investigation; (iii) the Company Entities have not made any mandatory or voluntary disclosure to any Governmental Authority with respect to any alleged irregularity, misstatement or omission arising under or relating to any Government Contract or Government Bid and, to the Sellers' Knowledge, there are no facts that would require mandatory disclosure under Federal Acquisition Regulation 52.203-13(b)(3); (iv) the Company Entities have not had any Government Contract terminated for default; (v) there are no outstanding claims or disputes relating to any Government Contract or Government Bid; (vi) no money due to the Company Entities pertaining to any Government Contract has been withheld or set off other than in accordance with the withholding provisions of any such Government Contract; and (vii) to the Sellers' Knowledge, no Government Contract or Government Bid is the subject of any pending bid or award protest proceedings.

(d) Neither the Company Entities nor, to the Sellers' Knowledge, any of the Company Entities' directors, officers, owners, partners, employees or agents is (or ever has been) suspended or debarred (or proposed for debarment) from doing business with any Governmental Authority or is (or during such period was) the subject of a finding of noncompliance, non-responsibility or ineligibility for contracting with any Governmental Authority.

(e) For the purposes of this Agreement, (i) the term "***Government Bid***" means any written quotations, bids or proposals that, if accepted, would bind the Company to perform the resultant Government Contract to furnish products or services to any Governmental Authority; and (ii) the term "***Government Contract***" means a written, mutually-binding legal relationship with any Governmental Authority which obligates the Company to furnish products or services.

3.23 Brokers and Finders. Except for The Bank Street Group LLC, the fees and expenses of which will be included as a Company Transaction Expense, no broker or investment banker acting on behalf of the Company Entities is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with the transactions contemplated hereby.

3.24 No Other Representations or Warranties. Except for the representations and warranties set forth in this Article 3, the Sellers make no representation or warranty of any kind whatsoever, express or implied, to the Buyer, and the Sellers hereby disclaim any such representation or warranty, whether by or on behalf of the Companies or any Company

Subsidiary or any of their representatives or Affiliates, notwithstanding the delivery or disclosure to the Buyer, or any of its representatives or Affiliates, of any documentation or other information with respect to the Companies or any Company Subsidiary.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Sellers as follows:

4.1 Organization of the Buyer. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of State of Delaware. The Buyer has all requisite power and authority to own, lease and operate its properties and carry on its business as now being conducted.

4.2 Authorization; Enforceability. The Buyer has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution, delivery and performance by the Buyer of this Agreement have been duly authorized by all necessary corporate action. This Agreement has been duly and validly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as may be limited by (a) applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (b) legal and equitable limitations on the availability of specific remedies.

4.3 No Conflicts; Consents and Approvals. The consummation of the transactions contemplated hereby and the performance by the Buyer of its obligations hereunder will not: (a) violate or conflict with the articles of organization, operating agreement or analogous organizational documents of the Buyer, (b) result in any material violation of any Law applicable to the Buyer or (c) require the consent, authorization or approval of, or require any notification to, any Person that is necessary for the consummation of the transactions contemplated hereby, except, in the case of clauses (b) and (c), as would not reasonably be expected to prevent, delay or impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

4.4 Litigation. There is no Proceeding pending, or to the knowledge of Buyer, threatened against the Buyer that questions the legality or propriety of the transactions contemplated by this Agreement or that would reasonably be expected to prevent, hinder or delay the consummation of the transactions contemplated hereby.

4.5 Brokers and Finders. No broker or investment banker acting on behalf of the Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly in connection with any of the transactions contemplated hereby.

4.6 Financial Ability. The Buyer acknowledges and agrees that its obligations under this Agreement are not subject to any condition regarding the Buyer's ability to obtain financing for the consummation of the transactions contemplated by this Agreement or the satisfaction of the terms of any financing. The Buyer has available, and at Closing will have available and be in a position to deliver, sufficient funds to pay in full the Initial Purchase Price as contemplated by,

and on the terms and subject to the conditions set forth in, this Agreement, and will have sufficient cash to pay all related fees and expenses of the Buyer associated with the transactions contemplated by this Agreement.

4.7 Independent Investigation; Disclaimer of Other Representations. The Buyer has conducted its own independent investigation, review and analysis of the Business, results of operations, condition (financial or otherwise) and assets of the Company Entities, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company Entities for such purpose. The Buyer acknowledges and agrees that (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, it has relied solely upon its own investigation and the express representations and warranties of the Companies set forth in Article 3 and of the Sellers set forth in Article 4 of this Agreement (including the related portions of the Schedules), and (b) none of the Sellers, the Companies or any other Person has made any representation or warranty as to the Company Entities or the Sellers, except as expressly set forth in Article 3 and Article 4 of this Agreement (including the related portions of the Schedules). The Buyer specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges that the Companies and the Sellers and their respective Affiliates hereby specifically disclaim any such other representation or warranty made by any Person.

ARTICLE 5.
COVENANTS

5.1 Cooperation; Efforts. The Buyer and the Sellers agree to reasonably cooperate, and the Sellers will cause the Company Entities to reasonably cooperate, with each other in connection with any actions reasonably required to be taken as part of their respective obligations under this Agreement and otherwise use their best efforts to consummate the transactions contemplated by this Agreement as soon as practicable.

5.2 Notices and Consents.

(a) Each of the Buyer and the Sellers will, and the Sellers will cause the Company Entities to, give any notices to, make any filings with, and use their reasonable best efforts to obtain any authorizations, consents and approvals of, any Governmental Authority that are necessary in connection with the transactions contemplated hereby, it being understood that nothing in this Agreement shall require, or be construed to require, the Buyer, the Sellers or any of the Company Entities to make any payment in connection with fulfilling such conditions precedent, other than legal and accounting fees and disbursements and regulatory filing fees and costs. The Sellers shall use their reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are listed in Section 2.6(a)(v) of the Schedules. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such authorizations, consents and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) Without limiting the generality of the parties' undertakings pursuant to Section 5.2(a), each of the parties hereto shall use commercially reasonable efforts to: (i) respond to any inquiries by any Governmental Authority with respect to the transactions contemplated by this Agreement or any Ancillary Agreement; (ii) avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any Ancillary Agreement; and (iii) in the event any order of a Governmental Authority adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any Ancillary Agreement is issued, to have such order vacated or lifted.

(c) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between the Company Entities or the Buyer with Governmental Authorities in the ordinary course of business, any notices or filings made in connection with the Name Change, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(d) Notwithstanding the foregoing, nothing in this Section 5.2 shall require, or be construed to require, the Buyer or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of the Buyer, the Company Entities or any of their respective Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to adversely impact the economic or business benefits to the Buyer of the transactions contemplated by this Agreement; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

5.3 Access. The Sellers will, and the Sellers will cause the Company Entities to, afford to the Buyer and its representatives reasonable access, during normal business hours upon reasonable notice throughout the period prior to the Closing, to the Company Entities' respective facilities, books, financial information (including working papers and data in the possession of the Companies' independent public accountants), Contracts and records of the Company Entities and, during such period, will furnish such information concerning the businesses, properties and personnel of the Company Entities as the Buyer may reasonably request; provided, however, that (i) such investigation will not unreasonably disrupt the Company Entities' operations; (ii) the Company Entities will not be required to disclose any information that would jeopardize attorney-client privilege, contravene any applicable Law or violate any agreement binding on any Company Entity as of the date of this Agreement and (iii) neither Buyer nor its agents will

conduct sampling of the air, soil, surface water or groundwater at any of the Company Entities' properties without Sellers' prior written consent. Prior to the Closing, if the Buyer requests a meeting with a Material Customer, then the Sellers shall in good faith consider such request and, upon mutual agreement of the Buyer and the Sellers, the Sellers will, and will cause the Company Entities to, provide the Buyer with access to, and assist, as requested, in facilitating any such meeting, provided that the Owners will be permitted to attend any such meeting. All nonpublic information provided to, or obtained by, the Buyer in connection with the transactions contemplated hereby will be considered "Evaluation Material" for purposes of the Confidentiality Agreement dated June 20, 2016, between the Buyer and the Companies (the "***Confidentiality Agreement***"), the terms of which will continue in force until the Closing; provided, that the Buyer and the Companies and the Sellers may disclose such information as may be necessary in connection with seeking necessary consents and approvals as contemplated hereby.

5.4 Operation of Business Prior to Closing. Prior to the Closing Date, except as set forth in Section 5.4 of the Schedules, the Companies will not take any action or enter into any transaction outside the Ordinary Course of Business or of the type described in subsections (b) through (p) (but excepting subsection (g)) of Section 3.8, except (a) as otherwise contemplated, required or permitted by this Agreement, (b) as may be required by applicable Law, (c) as required by a Governmental Authority of competent jurisdiction, or (d) to the extent the Buyer otherwise consents in writing (which consent will not be unreasonably withheld, delayed or conditioned). Prior to the Closing Date, the Owners will undertake commercially reasonable, good faith efforts to cause the Company Entities to enter into an agreement with MCNC that grants the Company Entities a two-year option to acquire a two-fiber IRU along the same fiber route on which the Company Entities currently have an IRU with RST Global Communications.

5.5 Employee Matters.

(a) Effective from and after the Closing Date and for a period of one (1) year thereafter (or, if earlier, until termination of employment), the Buyer will, with respect to Employees of any Company Entity who remain employed by such Company Entity immediately after the Closing Date ("***Continuing Employees***"), cause such Company Entity or the Buyer to continue to: (i) maintain the Continuing Employee's base salary or wages and annual bonus opportunity at amounts at least equal to such Continuing Employee's base salary or wages and annual bonus opportunity (for avoidance of doubt, annual bonus opportunity does not include any change in control or similar bonus) immediately prior to the Closing, and (ii) provide such Continuing Employees with eligibility for benefits (other than health insurance coverage for the period described below) that are at least comparable in the aggregate to the benefits available to the Buyer's similarly-situated employees. Effective from and after the Closing Date and through the end of the plan year of the Company Benefit Plan that constitutes a group health plan which includes the Closing Date (or, if earlier, until termination of employment), the Buyer will provide such Continuing Employees with health insurance coverage with deductibles and other terms, in the aggregate, no less favorable than those being provided under such plan immediately prior to the Closing Date. Nothing in the preceding or any other provision of this Agreement (other than Section 2.7(e) with respect to any Owner or Key Employee) will obligate the Buyer to continue the employment of any Employee or Continuing Employee after the Closing for any period of time.

(b) Effective from and after the Closing Date, Continuing Employees will be given credit for eligibility and vesting purposes under the employee benefit plans, programs, policies and arrangements maintained from time to time by the Buyer or the Company Entities, for such employees' service with the Company Entities to the same extent and for the same purposes that such service was taken into account under a corresponding Company Benefit Plan of the applicable Company Entity as of the Closing Date; provided, however, that no such service will be credited to the extent that it would result in a duplication of benefits or with respect to any defined benefit plan, program, policy or arrangement.

(c) All provisions contained in this Agreement with respect to employee benefit plans or employee compensation are included for the sole benefit of the parties hereto and do not create any right in any other Person, including any employee or former employee of any Company Entity or any participant or beneficiary in any Company Benefit Plan.

(d) Effective from and after the Closing Date, but subject to the Buyer's right to reimbursement or indemnity under this Agreement, the Buyer will be solely responsible for providing continuing benefits or coverage for any participant or any beneficiary of a participant who is or becomes a qualified beneficiary prior to, on or after the Closing Date under any Company Benefit Plan that as of the Closing Date is a group health plan subject to the requirements of Code Section 4980B or Sections 601 et seq. of ERISA, or mandated by other applicable Laws, including state Law, whether such obligation to provide continuing benefits or coverage under any such Company Benefit Plan arises prior to, on or after the Closing Date; provided, however, that the Buyer is under no obligation to continue any Company Benefit Plan on or after the Closing Date.

(e) Prior to the Closing, the Sellers will cause the Companies to take all appropriate action to terminate any Company Benefit Plan of any Company Entity that the Buyer directs the Companies to terminate prior to the Closing; provided, however, that the Buyer agrees that nothing in this Agreement will require the Companies to cause the final dissolution and liquidation of, or to amend, said plan prior to the Closing. The Sellers agree to provide the Buyer with copies of all required resolutions and related documents to effect such terminations in advance of such action and to permit the Buyer to make such changes and revisions as the Buyer reasonably believes are appropriate and to approve such resolutions and related documents.

(f) With respect to the Buyer's plans providing group health coverage, the Buyer will use commercially reasonable efforts to cause any eligibility waiting period or other limitations or exclusions otherwise applicable under such plans to new employees not to apply to a Continuing Employee or their covered dependents who were covered under a similar Company Benefit Plan on the Closing Date or, if later, upon termination of such similar Company Benefit Plan after the Closing Date. In addition, if any such transition occurs during the middle of a plan year of any such Company Benefit Plan, the Buyer will use commercially reasonable efforts to cause any such successor Buyer plan providing health coverage to give credit towards satisfaction of any annual deductible limitation and out-of-pocket maximum applied under such successor plan for any deductible, co-payment and other cost-sharing amounts previously paid by a Continuing Employee respecting his or her participation in the corresponding Company Benefit Plan during that short plan year prior to the transition effective date. The Buyer's obligations hereunder are conditioned upon the Sellers causing the Companies to provide the

Buyer with the information that is reasonably necessary to evidence any such deductible, co-payment and other cost-sharing amounts previously being paid by a Continuing Employee.

5.6 Notice of Certain Events.Prior to the Closing, the Company Entities may elect at any time to notify the Buyer of any matter now existing or any development occurring after the Closing that would cause a breach of or inaccuracy in any of its representations and warranties contained in Article 3. Any such notification will not have any effect for purposes of determining the satisfaction of the condition set forth in Section 6.1. If any such notice is provided to correct an inaccuracy in a representation or warranty made by the Companies or the Seller as of the date of this Agreement, then the matters contained in such notice will not impact any rights the Buyer Indemnified Parties may have to indemnification hereunder in respect of such matters. To the extent that any such notice refers to any matter arising after the date of this Agreement and prior to the Closing, and the Buyer proceeds with the Closing, then such notice will be deemed to have amended the applicable Sections of the Schedules, to have qualified the representations and warranties contained in Article 3, and to have cured any misrepresentation or breach of warranty that otherwise might have existed hereunder by reason of the development, and no Buyer Indemnified Party will have any right to indemnification hereunder in respect of such notified matter.

(b) Each of the Sellers and the Buyer will promptly notify the others in writing upon becoming aware of any order or decree or any complaint praying for an order or decree restraining, enjoining or challenging the consummation of the transactions contemplated by this Agreement or upon receiving any notice from any Governmental Authority of its intention to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of the transactions contemplated hereby.

(c) The Sellers will update the Schedules prior to Closing to describe, on Section 5.6(c) of the Schedules, any acceleration, termination, material modification to or cancellation of any Material Contract occurring between the date hereof and the Closing Date.

5.7 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and to give effect to the transactions contemplated by this Agreement.

5.8 Exclusivity. In consideration of the substantial expenditure of time, effort and expense undertaken by the Buyer in connection with its due diligence efforts and the preparation, negotiation and execution of this Agreement, from and after the date hereof through the earlier of the Closing or the termination of this Agreement pursuant to Article 8, no Seller, any Affiliate thereof (including any Company Entity or any director, officer or employee of the same) or any financial or other advisor of a Seller or a Company Entity shall, directly or indirectly, enter into, continue or otherwise participate in any discussions or negotiations regarding, except as required or permitted herein, furnish to any Person any information regarding, or take any action to solicit, initiate, encourage or facilitate the making or submission of any proposal or offer from any Person relating to the acquisition, directly or indirectly, of any Company Entity, the Business or, other than in the Ordinary Course of Business, any material assets of the Business, other than

in connection with the consummation of the transactions under this Agreement. The Sellers hereby confirm to the Buyer that, as of the date hereof, all discussions, negotiations and other activities with any other Person by or on behalf of the Sellers of any Company Entity or otherwise with respect to the Business or, other than in the Ordinary Course of Business, assets of the Business, have been terminated and that none of the Sellers or any Company Entity has any obligation to sell to or discuss with any other Person the sale of, or other transaction involving the Business. The Sellers shall notify the Buyer of any inquiry or proposal received by the Sellers or any Company Entity with respect to any such transaction within 24 hours of receipt or awareness of the same. The Sellers agree that the rights and remedies for noncompliance with this Section 5.8 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Buyer and that money damages would not provide an adequate remedy to the Buyer.

5.9 Restrictive Covenants

(a) Acknowledgments. The Owners agree to restrict their activities as described in this Section 5.9 in consideration of the Non-compete Payment to be paid by the Buyer to the Owners, as well as the Buyer's agreement to purchase the Acquired Interests, and other good and valuable consideration, the receipt and sufficiency of which the Sellers acknowledge. The restrictive covenants outlined in this Section 5.9 are a material part of this Agreement and the purchase of the goodwill of the Company Entities' customers is material to the Buyer's decision to purchase the Acquired Interests. The Owners acknowledge that reasonable limits on their ability to engage in activities competitive with the Buyer are warranted because, among other reasons, they have had substantial knowledge of the customer base and the business practices of the Company Entities and the goodwill of the Company Entities' customers.

(b) Definitions. For purposes of this Section 5.9:

(i) ***"Competing Business"*** shall mean the business of providing bandwidth connectivity services to government, enterprise and carrier clients.

(ii) ***"Customer"*** shall mean any person or entity who was a customer or actively-sought prospective customer client (as evidenced by written records of the Business) of the Business during the 24-month period before the Closing Date.

(iii) ***"Confidential Information"*** means all valuable and/or proprietary information (in oral, written, electronic or other forms) belonging to or pertaining to any of the Company Entities, or of their customers and their vendors and provided to the Company Entities, in each case that is not generally known or publicly available and that would be useful to competitors of the Business or otherwise damaging to the Business if disclosed. Confidential Information may include, but is not necessarily limited to: (A) the identities of the Customers of the Company Entities, their purchasing histories, and the terms or proposed terms upon which any of the Company Entities offers or may offer its products and services to such customers and the technical specifications of those contracts, (B) the terms and conditions upon which any of the Company Entities employs its employees and independent contractors, (C) the Company

Entities' marketing and/or business plans and strategies, (D) financial reports and analyses regarding the revenues, expenses, profitability and operations of the Company Entities, (E) the nature, origin, composition and development of the Company Entities' products and services, and (F) information provided to the Company Entities by third parties under a duty to maintain the confidentiality of such information. Notwithstanding the foregoing, Confidential Information does not include information: (x) that is or becomes available to the public, except where the public disclosure thereof was made by a Seller in contravention hereof; (y) that has been independently developed and disclosed by others, or (z) that has otherwise entered the public domain through lawful means.

(iv) ***"Restricted Territory"*** shall mean:

- Hale County, Alabama;

- Chatham County, Georgia;
- Liberty County, Georgia;
- Richmond County, Georgia;
- the State of Georgia;

- Montgomery County, Maryland;

- Brunswick County, North Carolina;
- Carteret County, North Carolina;
- Columbus County, North Carolina;
- Craven County, North Carolina;
- Cumberland County, North Carolina;
- Davidson County, North Carolina;
- Edgecombe County, North Carolina;
- Granville County, North Carolina;
- Greene County, North Carolina;
- Guilford County, North Carolina;
- Harnett County, North Carolina;
- Lee County, North Carolina;
- McDowell County, North Carolina;
- Moore County, North Carolina;
- Nash County, North Carolina;
- New Hanover County, North Carolina;
- Onslow County, North Carolina;
- Pender County, North Carolina;
- Pitt County, North Carolina;
- Richmond County, North Carolina;
- Robeson County, North Carolina;
- Scotland County, North Carolina;
- Wake County, North Carolina;
- Wayne County, North Carolina;
- Wilson County, North Carolina;
- the State of North Carolina;

- Beaufort County, South Carolina;
- Charleston County, South Carolina;
- Richland County, South Carolina;
- Sumter County, South Carolina;
- the State of South Carolina;

- Charlotte County, Virginia;
- City of Norfolk, Virginia
- the Commonwealth of Virginia;

- Washington, DC; and

- any county or municipality (in any State, Province or Country) in which any of the Company Entities conducted business during any part of the 12-month period immediately preceding the Closing Date.

(c) Noncompetition. Each Owner hereby agrees that, during the three-year period from the date hereof, the Owner shall not, directly or indirectly, either on his own behalf or on behalf of any other person or entity (including Holdings) (other than in conjunction with the Owner's employment with the Buyer or an affiliate thereof), engage in any Competing Business within the Restricted Territory by performing activities that are the same as or similar to the type conducted, authorized, offered, or provided by the Owner to any of the Company Entities prior to the Closing. Notwithstanding anything herein to the contrary, an Owner may purchase or own, solely as an inactive investor, the securities of any entity if the aggregate holdings of such securities by the Owner and the Owner's immediate family do not exceed five percent of the voting power or five percent of the capital stock of such entity.

(d) No Solicitation of Customers. Each Owner hereby agrees that, during the five-year period from the date hereof, he shall not (other than in conjunction with the Owner's employment with the Buyer or an affiliate thereof), directly or indirectly, either on his own behalf or on behalf of any other person or entity, solicit or attempt to solicit any Customer for the purpose of selling or providing to such Customer products or services the same as, or substantially similar in nature to, those provided by any of the Company Entities prior to the Closing or otherwise interfere with any business relationship between a Customer and a Company Entity or the Buyer or an affiliate thereof.

(e) No Recruitment of Employees. Each Owner agrees that, during the five-year period from the date hereof, he will not directly or indirectly, either on his own behalf or on behalf of any other person or entity, solicit or attempt to solicit any Person that was an employee or independent contractor of a Company Entity as of the Closing to terminate or lessen that individual's affiliation with a Company Entity or the Buyer or an affiliate thereof or to violate the terms of any agreement or understanding between that individual and the Buyer or an affiliate thereof; provided that nothing contained herein will prevent Holdings, if it receives a release of funds from the Escrow Amount or an Earn-Out Payment, from paying, following the Closing Date, a portion of such escrow release or Earn-Out Payment to any such Person pursuant

to a written plan or agreement (a copy of which shall be provided to the Buyer prior to Closing) for services provided to the Company Entities prior to the Closing Date. Neither the Buyer nor any of its Affiliates shall have any liability for any such payment to any such Persons.

(f) No Disclosure of Confidential Information.

(i) The Owners acknowledge that in their affiliation with the Company Entities, the Owners had access to Confidential Information. Each Owner agrees that, during the five-year period from the date hereof, he shall not (except as required by law) disclose, directly or indirectly, any Confidential Information to any person or entity other than (A) the Buyer or an affiliate thereof or any of their directors, officers, employees or agents or (B) in the course of the Owner's employment with any of the Buyer Entities. This Section 5.9(f) does not limit the remedies available to the Buyer under common or statutory law as to trade secrets or other types of confidential information, which may impose longer duties of non-disclosure.

(ii) Notwithstanding anything herein to the contrary, the Owners shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if one of the Owners files a lawsuit for retaliation for reporting a suspected violation of law, he may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, as long as the Owner files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(g) Acknowledgments. Each Owner hereby acknowledges and agrees that the covenants contained in Section 5.9(c) –(f) are reasonable as to time, scope and territory given the Buyer's need to protect the business, personnel, and Confidential Information of the Business and its relationships and goodwill with customers, suppliers, employees and contractors. Each Owner acknowledges and represents that he has substantial experience and knowledge such that he can readily obtain subsequent employment which does not violate this Section 5.9 and that this Section 5.9 does not pose an undue hardship on him.

(h) Equitable Relief. Each Owner acknowledges and agrees that any breach of this Section 5.9 by him will cause irreparable damage to the Buyer, the exact amount of which will be difficult to determine, and that the remedies at law for any such breach will be inadequate. Accordingly, each Owner agrees that, in addition to any other remedy that may be available at law, in equity, or hereunder, the Buyer shall be entitled to seek specific performance and injunctive relief, without posting bond or other security to enforce or prevent any violation of this Section 5.9 by him.

(i) Modification and Severability. If a court determines that any provision of this Section 5.9 is overly broad or otherwise unenforceable as written, the parties authorize such court to modify and enforce such provision to the extent the court deems reasonable. If any provision of this Section 5.9 is found by a court to be overbroad and unenforceable and not

capable of modification, it shall be severed and the remaining covenants and provisions enforced in accordance with the tenor of this Section 5.9.

5.10 Other Pre-Closing Covenants.

(a) Florida Certification. The Sellers shall take all actions necessary to cause the Company Subsidiary's Certificate of Authority No. 8861 issued by the Florida Public Service Commission to be cancelled prior to Closing.

(b) Name Change. Upon completion of the Restructuring and prior to Closing, the Sellers shall cause CCG to obtain consent from Department of Defense/DITCO with respect to the change of the name of CCG from "Clarity Communications Group Inc." to "Clarity Communications Group LLC" (the "***Name Change***").

(c) Change in Control Bonuses. Prior to Closing, Holdings will cause the Company Entities to pay change in control bonuses to the employees identified in Section 5.10(c) of the Schedules (plus the employer portion of any FICA Taxes to be paid with respect to such change in control bonuses) (collectively, the "***CIC Payments***").

ARTICLE 6.
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE BUYER

The obligations of the Buyer under this Agreement are subject to satisfaction of each of the following conditions precedent on or before the Closing Date, any one or more of which may be waived at the option of the Buyer:

6.1 Accuracy of Representations and Warranties. The representations and warranties of the Sellers set forth in Article 3 that are not qualified by materiality or Material Adverse Effect shall be true and correct in all material respects on and as of the Closing Date as though made on and as of the Closing Date (or in the case of representations and warranties that are made as of a specified date, will be true and correct in all material respects as of such specified date) and all other representations and warranties of the Sellers set forth in Article 3 shall be true and correct in all respects on and as of the Closing Date as though made on and as of the Closing Date (or in the case of representations and warranties that are made as of a specified date, will be true and correct in all respects as of such specified date).

6.2 Compliance with Agreement and Covenants. Each of the Sellers shall have performed and complied with, in all material respects, all of such Seller's covenants and obligations contained in this Agreement to be performed and complied with by such Seller on or prior to the Closing Date.

6.3 Injunctions. There shall be no order of any court or other Governmental Authority in effect restraining or prohibiting the completion of the transactions contemplated hereby.

6.4 Government Approvals. All approvals, waivers and authorizations required to be obtained from the FCC and the any applicable State Commissions in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained, and

all other required notices, reports, registrations and other filings with, and all authorizations, consents and approvals of, Governmental Authorities shall have been made or obtained, as the case may be, except for any such notices, reports, registrations, filings, consents, approvals or authorizations the failure of which to make or obtain would not be reasonably likely to restrain, enjoin or otherwise prohibit the transactions contemplated by this Agreement.

6.5 Deliveries by the Sellers. The Sellers shall have delivered the deliveries required pursuant to Section 2.6(a).

6.6 Third Party Consents. The Buyer shall have received evidence that the consents listed on Section 2.6(a)(v) of the Schedules have been obtained and are in full force and effect without the imposition of any condition, modification or amendment that in either case makes the underlying instrument materially more onerous in any respect or reduces in any material respect the benefits available under the instrument to which the consent relates.

6.7 No Material Adverse Effect. No event shall have occurred since the date of this Agreement that individually or in the aggregate has had a Material Adverse Effect.

ARTICLE 7.
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLERS

The obligations of the Sellers under this Agreement are subject to the satisfaction of each of the following conditions precedent on or before the Closing Date, any one or more of which may be waived at the option of the Sellers:

7.1 Accuracy of Representations and Warranties. The representations and warranties of the Buyer contained in Article 4 that are not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date (or in the case of representations and warranties that are made as of a specified date, will be true and correct in all material respects on and as of such specified date) and all other representations and warranties of the Buyer set forth in Article 4 shall be true and correct in all respects on and as of the Closing Date as though made on and as of the Closing Date (or in the case of representations and warranties that are made as of a specified date, will be true and correct in all respects on and as of such specified date).

7.2 Compliance with Agreement and Covenants. The Buyer shall have performed and complied, in all material respects, with all of its covenants and obligations contained in this Agreement to be performed and complied with by it on or prior to the Closing Date.

7.3 Injunctions. There shall be no order of any court or other Governmental Authority in effect restraining or prohibiting the completion of the transactions contemplated hereby.

7.4 Government Approvals. All approvals, waivers and authorizations required to be obtained from the FCC and the any applicable State Commissions in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained, and all other required notices, reports, registrations and other filings with, and all authorizations, consents and approvals of, Governmental Authorities shall have been made or obtained, as the case may be, except for any such notices, reports, registrations, filings, consents, approvals or

authorizations the failure of which to make or obtain would not be reasonably likely to restrain, enjoin or otherwise prohibit the transactions contemplated by this Agreement.

7.5 Deliveries by the Buyer. The Buyer shall have delivered the deliveries required pursuant to Section 2.6(b).

ARTICLE 8.
TERMINATION

8.1 Termination. This Agreement will terminate prior to Closing:

(a) upon the mutual written agreement of the Sellers and the Buyer;

(b) upon written notice from the Buyer to the Sellers if (i) the Sellers have breached any of their representations, warranties, covenants or obligations contained in this Agreement that would give rise to a failure of any condition precedent set forth in Article 6, which breach has not been waived by the Buyer and cannot be or has not been cured within fifteen (15) days after the giving of notice by the Buyer specifying such breach, or (ii) each of the conditions precedent set forth in Article 7 (excluding conditions that by their nature are to be satisfied at the Closing) has not been satisfied on or before March 31, 2017 (the "***Outside Date***"), so long as, in the case of clauses (i) and (ii), the failure does not result from any breach by the Buyer of its representations, warranties, covenants or agreements contained in this Agreement; or

(c) upon written notice from the Sellers to the Buyer if (i) the Buyer has breached any of its representations, warranties, covenants or obligations contained in this Agreement that would give rise to a failure of any condition precedent set forth in Article 7 (excluding conditions that by their nature are to be satisfied at the Closing) which breach has not been waived by the Sellers and cannot be or has not been cured within fifteen (15) days after the giving of notice by the Sellers specifying such breach, or (ii) each of the conditions precedent set forth in Article 8 (excluding conditions that, by their nature are to be satisfied at the Closing) has not been satisfied on or before the Outside Date, so long as, in the case of clauses (i) and (ii), the failure does not result from any breach by the Companies or any Seller of their representations, warranties, covenants or agreements contained in this Agreement.

8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the parties under this Agreement will become null and void and of no further force or effect, except that (a) the provisions of Article 11 will survive, and (b) if this Agreement is terminated by a party because of the breach of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 9.
INDEMNIFICATION

9.1 Survival. The representations and warranties of the parties contained in this Agreement will survive the Closing for a period of twelve (12) months following the Closing

Date; provided, however, that the representations and warranties set forth in Section 3.1 (Authorization; Enforceability), Section 3.3 (Capitalization), Section 3.9(d) (second sentence only) (Title to Assets), Section 3.23 (Brokers and Finders), Section 4.2 (Authorization; Enforceability) and Section 4.5 (Brokers and Finders) (the "***Fundamental Representations***") will survive the Closing indefinitely; provided, further, that the representations and warranties set forth in Section 3.17 (Environmental Matters) will survive the Closing for a period of three (3) years following the Closing Date; and provided, further, that the representations and warranties set forth in Section 3.11 (Tax Matters) shall survive the Closing for a period ending 60 days after expiration of the applicable statute of limitations with respect to the underlying claims. None of the Buyer or the Sellers will have any liability with respect to claims first asserted in connection with any breach of or any inaccuracy in any representation or warranty after the end of the applicable survival period; provided, that if an indemnification claim is properly asserted in writing prior to the expiration of the applicable survival period of the representation or warranty that is the basis for such claim, then such representation or warranty shall survive until, but only for the purpose of, the resolution of such claim. The covenants and obligations contained herein will remain operative and in full force and effect until the expiration of the applicable statute of limitations following the date performance of such covenant was required, except as any such covenant may be limited in duration by the express terms hereof.

9.2 Indemnification by the Sellers. Subject to Section 9.4 and the other limitations set forth in this Article 9, from and after the Closing, the Sellers will jointly and severally indemnify the Buyer, its Affiliates and their respective officers, directors, shareholders, employees and successors and assigns (the "***Buyer Indemnified Parties***") against, and hold the Buyer Indemnified Parties harmless from, (a) any and all Losses relating to or arising out of the breach or inaccuracy of any of the representations and warranties of the Sellers in this Agreement or in the certificate delivered by the Sellers pursuant to Section 2.6(a)(iv), (b) any and all Losses relating to or arising out of any breach of or failure by the Sellers to perform any covenant or obligation of the Sellers contained in this Agreement and (c) any Company Indebtedness or Company Transaction Expenses not paid and satisfied at Closing.

9.3 Indemnification by the Buyer. From and after the Closing, the Buyer will indemnify the Sellers, their respective Affiliates and their respective officers, directors, shareholders, members, employees and successors and assigns (the "***Seller Indemnified Parties***") against, and hold the Seller Indemnified Parties harmless from, any and all Losses suffered by any Seller Indemnified Party to the extent relating to or arising out of (a) the breach or inaccuracy of any of the representations and warranties of the Buyer contained in this Agreement or in any certificate or instrument delivered by the Buyer pursuant to this Agreement, (b) any breach of or failure by the Buyer to perform any covenant or obligation of the Buyer contained in this Agreement and (c) any claims against or liabilities or obligations of the Buyer arising out of its ownership of the Company Entities and its operation of the Business after the Closing.

9.4 Limitations on Liability of the Sellers and the Buyer.

(a) Notwithstanding the provisions of Section 9.2, the Sellers will not be required to indemnify or hold harmless the Buyer Indemnified Parties under clause (a) of Section 9.2 of this Agreement unless and until the aggregate amount of all Losses for which the

Buyer Indemnified Parties are entitled to indemnification therefor exceeds one hundred thousand dollars ($100,000) (the "***Threshold Amount***"), after which point the Buyer Indemnified Parties will be entitled to recover only Losses in excess of the Threshold Amount; provided, however, that the Sellers' liability for any Losses arising from any breach of any Fundamental Representations or in the event of Fraud will not be subject to the Threshold Amount.

(b) Notwithstanding the provisions of Section 9.2, the Sellers will not be required to indemnify or hold harmless the Buyer Indemnified Parties under clause (a) of Section 9.2 for Losses in excess of one million two hundred fifty thousand dollars ($1,250,000) (the "***Cap***") and Buyer will not be required to indemnify or hold harmless the Seller Indemnified Parties under clause (a) of Section 9.3 for Losses in excess of the Cap; provided, however, that the Cap shall not apply to any Losses arising from any breach by the Sellers or the Buyer of any Fundamental Representation or in the event of Fraud, but any liability for Losses will not in any circumstance exceed, in the aggregate, the Purchase Price.

(c) Following the Closing, other than claims arising from criminal activity or willful misconduct on the part of a party hereto, the sole and exclusive liability and responsibility of the Sellers or the Buyer to the Buyer Indemnified Parties or the Seller Indemnified Parties, respectively, under or in connection with this Agreement and the transactions contemplated hereby (including for any breach of or inaccuracy in any representation or warranty or for any breach of any covenant or obligation or for any other reason) will be as set forth in this Article 9, and the sole and exclusive remedy of the Buyer Indemnified Parties and the Seller Indemnified Parties with respect to any of the foregoing, will be as set forth in this Article 9. Nothing in this Section 9.4 shall limit any Person's right to (i) seek and obtain any equitable relief to which such Person shall be entitled, or (ii) to seek any remedy on account of any criminal activity or willful misconduct by any party hereto.

(d) The amount of any Loss payable pursuant to Section 9.2 to any Buyer Indemnified Party will be reduced to the extent such Loss is reflected as a current liability in the determination of Net Working Capital.

(e) For the purpose of determining the amount of any Losses under this Section relating to a breach of a representation or warranty contained herein (but, for clarity, not for the purpose of determining whether there has been any breach in the first instance), any materiality, Material Adverse Effect or similar qualifier contained in any representation or warranty will be disregarded.

9.5 Net Losses; Mitigation.

(a) Notwithstanding anything contained herein to the contrary, the amount of any Losses incurred or suffered by an Indemnified Person will be calculated after giving effect to any insurance proceeds actually received by the Indemnified Person (or any of its Affiliates) with respect to such Losses and any recoveries actually received by the Indemnified Person (or any of its Affiliates) from any other third party. Each Indemnified Person will use, and will cause their respective Affiliates to use, good faith commercially reasonable efforts to obtain such proceeds and recoveries. If any such proceeds or recoveries are received by an Indemnified Person (or any of its Affiliates) with respect to any Losses after an Indemnifying Person has made a

payment to the Indemnified Person with respect thereto, the Indemnified Person (or such Affiliate) will pay to the Indemnifying Person the aggregate amount of such proceeds or recoveries received by the Indemnified Person (or such Affiliate). With respect to any Losses incurred or suffered by an Indemnified Person, no liability will attach to the Indemnifying Person in respect of any Losses to the extent that the same Losses have been recovered by the Indemnified Person from the Indemnifying Person; accordingly, the Indemnified Person may only recover once in respect of the same Loss.

(b) The Buyer and the Sellers agree to use, and will cause their respective Affiliates to use, good faith commercially reasonable efforts to mitigate any Losses; provided, however, that no party will be required to use such efforts if they would be detrimental in any material respect to such party.

9.6 Claims. As promptly as is reasonably practicable after becoming aware of a claim for indemnification under this Agreement that does not involve a third party claim or the commencement of any suit, action or proceeding of the type described in Section 9.7, the Indemnified Person will give written notice to the Indemnifying Person of such claim, which notice will, to the extent such information is reasonably available, specify the facts alleged to constitute the basis for such claim, the representations, warranties, covenants and obligations alleged to have been breached and the amount that the Indemnified Person seeks hereunder from the Indemnifying Person, together with such information, to the extent such information is reasonably available, as may be necessary for the Indemnifying Person to determine that the limitations in Section 9.4 have been satisfied or do not apply. Any failure to provide such notice within the specified period will not affect an Indemnified Party's right to indemnification hereunder, except to the extent the Indemnifying Party is materially prejudiced as a result of such failure.

9.7 Third Party Claims. The Indemnified Person will give written notice as promptly as is reasonably practicable, but in any event no later than ten (10) Business Days after receiving notice thereof, to the Indemnifying Person of the assertion of any claim, or the commencement of any suit, action or proceeding, by any Person not a party hereto in respect of which indemnity may be sought under this Agreement, which notice will, to the extent such information is reasonably available, specify in reasonable detail the nature and amount of such claim together with such information as may be necessary for the Indemnifying Person to determine that the limitations in Section 9.4 have been satisfied or do not apply. Any failure to provide such notice within the specified period will not affect an Indemnified Party's right to indemnification hereunder, except to the extent the Indemnifying Party is materially prejudiced as a result of such failure. Subject to Article 10, the Indemnifying Person may (a) participate in the defense of any such claim, suit, action or proceeding, and (b) upon notice given to the Indemnified Person within fifteen (15) Business Days after receiving notice from the Indemnified Person of any such claim, suit, action or proceeding, and provided such claim, suit, action or proceeding seeks only money damages in an amount which, when considered with other potential claims, would not reasonably be expected to exceed in any material amount the remaining portion of the Escrow Amount, assume the defense thereof with counsel of its own choice and in the event of such assumption, will have the exclusive right, subject to clause (a) of Section 9.8, to settle or compromise such claim, suit, action or proceeding. If the Indemnifying Person assumes such defense, the Indemnified Person will have the right (but not the duty) to participate in the defense

thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Person; provided, however, that if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party, the Indemnifying Party's counsel will assert such legal defenses on behalf of the Indemnified Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of one additional counsel to the Indemnified Party. Whether or not the Indemnifying Person chooses to defend or prosecute any such claim, suit, action or proceeding, all of the parties hereto will cooperate in the defense or prosecution thereof.

9.8 Settlement or Compromise. Any settlement or compromise made or caused to be made by the Indemnified Person (unless the Indemnifying Person has the exclusive right to settle or compromise under Section 9.7) or the Indemnifying Person, as the case may be, of any such claim, suit, action or proceeding of the kind referred to in Section 9.7 will also be binding upon the Indemnifying Person or the Indemnified Person, as the case may be, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise; provided, however, that (a) no obligation, restriction or Loss will be imposed on the Indemnified Person as a result of such settlement or compromise without its prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, and (b) the Indemnified Person will not compromise or settle any claim, suit, action or proceeding without the prior written consent of the Indemnifying Party.

9.9 Purchase Price Adjustments. Any amounts payable under this Article 9 will be treated by the parties as an adjustment to the purchase price paid for the Acquired Interests.

9.10 Escrow.

(a) For purposes of securing the Sellers' indemnification obligations under this Agreement, on the Closing Date the Buyer will deposit the Escrow Amount with the Escrow Agent to be held in accordance with this Section 9.10 and the Escrow Agreement. Upon the Buyer's determination that any Buyer Indemnified Party has suffered any indemnifiable Loss, the Buyer will promptly deliver a notice of such claim to the Seller Representative and the Escrow Agent. Unless within thirty (30) days after receipt of the such notice, the Buyer and the Escrow Agent receive a written objection from the Seller Representative disputing the claim, then, subject to the limitations set forth in this Article 9, the Buyer will be entitled to recover from escrow the amount set forth in the notice of the claim, and the Seller Representative and the Buyer will issue a joint written instruction letter to the Escrow Agent to distribute such amount to the applicable Buyer Indemnified Person. In the event the Seller Representative timely objects in writing to the claim, the Escrow Agent will make no disbursements from escrow relating to such claim unless and until the Buyer and the Seller Representative have resolved the claim by mutual agreement, arbitration or litigation. The Buyer and the Seller Representative agree to act in good faith to resolve any disputed claim.

(b) No later than five (5) Business Days after the twelve-month anniversary of the Closing Date (the "***Release Date***"), the Buyer and the Seller Representative will deliver a joint written instruction letter to the Escrow Agent instructing the Escrow Agent to pay and

distribute to the Sellers any remaining portion of the Escrow Amount unless any outstanding claim for indemnification under Section 9.2 is still pending and unresolved, in which case an amount representing a reasonable quantification of the amount of indemnifiable Losses relating to any pending and unresolved claim for indemnification under Section 9.2 will be retained by the Escrow Agent (the "***Retained Amount***"), and the balance paid to the Sellers. Any Retained Amount will remain in the Escrow Account until released in satisfaction of an outstanding claim or paid to the Sellers pursuant to Section 9.10(c) below.

(c) If, following the Release Date, after final resolution and payment of each outstanding claim for indemnification, any Retained Amount with respect to such claim remains in escrow, no later than five (5) Business Days after the date of such final resolution and payment, the Escrow Agent will pay and distribute to the Sellers all of such remaining funds.

(d) Any amounts due and payable to the Buyer Indemnified Parties from the Sellers in respect of an indemnification claim made by the Buyer Indemnified Parties pursuant to this Article 9 can, in the event the amount then in remaining in escrow with the Escrow Agent is insufficient to satisfy such indemnification claim, be set off from any Earn-Out Payment due and payable to the Sellers from the Buyer.

ARTICLE 10.
TAX MATTERS

10.1 Tax Indemnification. In addition to and not in limitation of any other obligation to indemnify contained in this Agreement, until the expiration of the applicable statute of limitations, plus sixty (60) days, each Seller, jointly and severally, agrees to indemnify and hold harmless the Buyer Indemnified Parties from, against and in respect of all Losses incurred or sustained by, or imposed upon, any of them based upon, arising out of, with respect to or by reason of, without duplication, (i) any Taxes of any Seller; (ii) any Taxes of or with respect to, any Company Entity for all taxable periods ending on or before the day before the Closing Date and the portion through the end of the day before the Closing Date for any taxable period that includes (but does not end on) the Closing Date ("***Pre-Closing Tax Period***") except to the extent such Taxes are included as liabilities in the determination of the Net Working Capital; (iii) any Taxes imposed on the Sellers or the Company Entities that arise by reason of the Restructuring; and (iv) for the Taxes of any Person imposed on any Company Entity under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law), by contract or otherwise, with respect to any Tax period or portion thereof ending on or prior to the day before the Closing Date. For the avoidance of doubt, the indemnification provisions of this Section 10.1 shall not be subject to the limitations provided in Section 9.4. Any indemnification payments made pursuant to this Article 10 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by applicable Law.

10.2 Preparation of Tax Returns; Payment of Taxes.

(a) The Seller Representative shall provide the Buyer with a list of all Tax Returns required to be filed by the Company Entities for periods up to the Closing Date (whether or not the period ends on such date) that have not been filed on or before the Closing Date.

(b) The Seller Representative shall cause to be prepared and timely filed (to the extent permitted by applicable Law) in a manner consistent with past practices of the applicable Company Entity (unless otherwise required by applicable Law) and in accordance with this Article 10 all Income Tax Returns of the Company Entities for all Tax periods ending on or before the Closing Date ("***Pre-Closing Income Tax Returns***"). The Sellers shall be responsible for any Taxes due in respect of the Pre-Closing Income Tax Returns and, to the extent the Buyer or a Company will file such Tax Returns after the Closing Date, as determined under applicable Law, shall pay to the Buyer at least five (5) days prior to the filing of such Pre-Closing Income Tax Returns all Taxes shown as due and payable, except to the extent such Taxes are included as liabilities in the determination of the Final Working Capital (which Taxes Buyer shall pay or cause to be paid). After the Closing Date, the Buyer shall be entitled to receive drafts of the Pre-Closing Income Tax Returns as they are being prepared, and the Seller Representative shall consult with the Buyer during the course of such preparation. In all events, the Seller Representative shall cause such Pre-Closing Income Tax Returns to be delivered to the Buyer for comment and approval (which approval shall not be unreasonably withheld or delayed) no later than thirty (30) days prior to the due date for filing any such Tax Return (taking into account any applicable extensions of time to file); provided, however, that the Buyer's approval shall not be required for any Pre-Closing Income Tax Returns of Glenwood that do not report any actual Taxes owed by or imposed on Glenwood (as opposed to income or gain items flowing through for taxation by Glenwood's members) that are prepared in accordance with the past custom and practice of Glenwood.

(c) The Buyer shall prepare or cause to be prepared and timely file or cause to be timely filed: (i) all non-Income Tax Returns of the Company Entities for all periods ending on or prior to the Closing Date that have not yet been filed and are required to be filed after the Closing Date, and (ii) all Tax Returns of the Company Entities for any Straddle Period. Such Tax Returns, to the extent relating to any Pre-Closing Tax Period (including any Straddle Period), shall be prepared consistently with past practice to the extent permitted by applicable Law and the Buyer shall permit the Seller Representative to review and comment on each such Tax Return not less than thirty (30) days prior to filing. The Seller Representative shall notify the Buyer of any reasonable objections that it has with respect to any items set forth in such Tax Return, and the Seller Representative and the Buyer agree to consult and attempt to resolve in good faith any such objection.

(d) For purposes of this Agreement, in the case of any Straddle Period, (i) in the case of North Carolina franchise Taxes of CCG and the Predecessor Corporation, (A) the Taxes paid or payable for the period reportable on such entity's S-Corporation Tax Return 2015 (Form CD-401S) will, in accordance with North Carolina franchise Tax Law, be deemed to be Taxes for a Straddle Period consisting of the 2016 calendar year and will be apportioned as set forth in clause (iii) below, and (B) the entity's franchise Taxes paid or payable for all Tax Periods after the period described in subclause (A) will be treated as attributable to a post-closing Tax Period beginning on or after the Closing Date; (ii) the amount of any Income Taxes or Taxes based on or measured by receipts (including, without limitation, sales and use Taxes and withholding Taxes) of the Company Entities for the Pre-Closing Tax Period will be determined based on an interim closing of the books as of the close of business on the day before the Closing Date, and (iii) the amount of other Taxes of the Company Entities for the Pre-Closing Tax Period will be deemed to be the amount of such Tax for the entire taxable period multiplied by a

fraction the numerator of which is the number of days in the taxable period ending on the day before the Closing Date and the denominator of which is the number of days in such Straddle Period. The Sellers shall pay all Taxes of the Company Entities relating to a Pre-Closing Tax Period (except to the extent such Taxes are included as liabilities in the determination of the Net Working Capital) over to the Buyer no later than five (5) Business Days prior to the due date for filing such Tax Returns (taking into account applicable extensions), except to the extent and in such amount as such Taxes are reflected in Final Working Capital or paid by the Sellers.

10.3 Amendment of Tax Returns. Neither the Buyer nor any of its Affiliates shall amend, refile, revoke or otherwise modify any Tax Return of a Company Entity with respect to a Pre-Closing Tax Period (including any Straddle Periods) (a) without the prior written consent of the Seller Representative, which consent shall not be unreasonably conditioned, withheld or delayed, or (b) unless required by applicable Law.

10.4 Cooperation and Tax Records Retention. From time to time, the Sellers, the Company Entities and the Buyer shall provide, and shall cause their respective accountants and other representatives to provide, to each other on a timely basis, the information that they or their accountants or other representatives have within their control and that may be reasonably necessary in connection with the preparation of any Tax Return or the examination by any taxing authority or other administrative or judicial proceeding relating to any Tax Return. The Sellers, the Company Entities and Buyer shall retain or cause to be retained, until the applicable statutes of limitations (including any extensions and carryovers) have expired, copies of all Tax Returns for all Tax Periods beginning before the Closing Date, together with supporting work schedules and other records or information that may be relevant to such Tax Returns. Buyer, the Company Entities and the Sellers shall cooperate fully, and to the extent reasonably requested by the other party, in connection with the filing of any Tax Returns pursuant to this Article 10 and any audit, litigation or other proceeding with respect to the Taxes of the Company Entities. The Buyer and the Sellers further agree, upon request, to provide the other party with all reasonable information that any party may be required to report pursuant to the Code or any Treasury Regulations. Any information obtained pursuant to this Section 10.4 or pursuant to any other Section hereof providing for the sharing of information or review of any Tax Return or other schedule relating to Taxes with respect to the parties or their Affiliates shall be kept confidential by the parties hereto and their respective legal and tax advisors.

10.5 Refunds.

(a) Any refunds or credits of Taxes of the Company Entities relating to a Pre-Closing Tax Period or a Straddle Period, to the extent allocable to the portion of such Tax Period ending on the day immediately before the Closing Date pursuant to Section 10.2(c), will be for the benefit of the Sellers except to the extent any such refund or credit is reflected in Net Working Capital, results from the carryback of a Tax attribute from a Taxable Period after the Closing Date, or is a refund or credit of a Tax paid by the Buyer or, after the Closing Date, the Company Entities. Any refunds or credits of the Company Entities for any Straddle Period, to the extent allocable to the portion of such Straddle Period beginning on the Closing Date pursuant to Section 10.2(c), or for any Tax Period beginning and ending on or after the Closing Date, will be for the benefit of the Buyer.

(b) The Buyer will promptly pay over (or cause the Company Entities to pay over on behalf of the Buyer) to the Sellers all refunds received by the Buyer or its Affiliates (including the Company Entities) to which the Sellers are entitled under this Section 10.5, including interest with respect thereto. To the extent any Tax refund or credit paid to the Sellers pursuant to this Section 10.5 is subsequently disallowed or required to be returned to the applicable Tax authority, the Sellers shall repay the amount of such refund, together with any interest, penalties or other additional amounts imposed by such Tax authority, to Buyer within five (5) Business Days after written notice of such disallowance.

10.6 Audits and Contests with Respect to Taxes.

(a) So long as taxable periods of the Company Entities ending on or before, or including, the Closing Date remain open for an assessment of Tax against a Company Entity, the Buyer, the Seller Representative and the Sellers shall notify the other in writing within fifteen (15) Business Days after receipt by the Buyer, the Seller Representative or the Sellers of written or oral notice of (i) any pending or threatened audit or assessment with respect to Taxes of the Company Entities relating to any Pre-Closing Tax Period or Straddle Period, and (ii) any pending or threatened audit or assessment with respect to Taxes of the Buyer or the Company Entities that could reasonably be expected to affect the Tax liability of a Seller (including any indemnification obligation with respect to Taxes pursuant to Section 10.1; provided, however, that the failure to give timely notice under this Section 10.6(a) shall not affect any right Buyer has to indemnification hereunder or subject Buyer to any liability except to the extent Sellers are actually prejudiced by such delay).

(b) Within fifteen (15) Business Days after the Sellers' receipt of a notice in respect of an audit or assessment described in Section 10.6(a) (a "***Tax Contest***"), the Sellers may elect, so long as the Sellers' acknowledge in writing their obligation to indemnify the Buyer Indemnified Parties hereunder with respect to such Tax Contest, by written notice to the Buyer, to control the defense and administration of such a Tax Contest that relates solely to a Pre-Closing Tax Period that does not include a Straddle Period (a "***Pre-Closing Tax Contest***"). If the Sellers so elect, the Sellers shall, at the Sellers' expense, in good faith represent the interests of the relevant Company Entity in such Pre-Closing Tax Contest. Notwithstanding the foregoing, however, if such Pre-Closing Tax Contest or settlement thereof would reasonably be expected to adversely affect the Tax liability of the Buyer or the Company Entities for any Taxable Periods after the Closing Date, any compromise or settlement of such a Tax Contest shall not be agreed to without the consent of the Buyer, which consent shall not be unreasonably conditioned, withheld or delayed. The Sellers will keep the Buyer informed with respect to the commencement, status and nature of any such Tax Contest, including ensuring that the Buyer receives copies of all notices, pleadings or submissions, and will, in good faith, allow the Buyer to consult with the Sellers regarding the conduct of or positions taken in such proceeding. If the Sellers do not represent the interests of the Company Entities in a Pre-Closing Tax Contest, then the Buyer may defend, settle and compromise such Pre-Closing Tax Contest; provided, however, no such settlement or compromise of a Pre-Closing Tax Contest shall be agreed to by the Buyer without the consent of the Seller Representative, which consent shall not be unreasonably conditioned, withheld or delayed. The Buyer shall control the defense and administration of any Tax Contest with respect to any Straddle Period; provided, however, no settlement or compromise of a Tax Contest with respect to a Straddle Period shall be agreed to by the Buyer

without the consent of the Seller Representative, which consent shall not be unreasonably conditioned, withheld or delayed. If the Buyer assumes control of a Pre-Closing Tax Contest or a Tax Contest with respect to a Straddle Period, the Buyer will keep the Seller Representative informed with respect to the commencement, status and nature of any such Tax Contest, including ensuring that the Seller Representative receives copies of all notices, pleadings or submissions and will, in good faith, allow the Seller Representative to consult with the Buyer regarding the conduct of or positions taken in such proceeding. The Buyer shall control the defense and administration of any Tax Contest with respect to any Taxable Period beginning after the Closing Date.

10.7 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement (including any real property transfer Tax and any other similar Tax) shall be shared equally by the Buyer and the Sellers. The Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and the Sellers shall cooperate with respect thereto as necessary).

10.8 Tax Sharing Agreements. Any and all existing Tax sharing or similar agreements to which any Company Entity is a party are hereby terminated; all payables and receivables arising thereunder shall be settled, in each case prior to the Closing Date; and, on or after the Closing Date, no Company Entity shall have any further rights or obligations thereunder.

ARTICLE 11.
MISCELLANEOUS

11.1 Expenses. Except as otherwise provided in this Agreement, each party hereto will bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

11.2 Amendment. This Agreement may be amended, modified or supplemented only in a writing signed by the Buyer, the Companies and the Sellers.

11.3 Notices. Any written notice or delivery to be given hereunder will be given in writing and will be deemed given: (a) when received if given in person, (b) on the date of transmission if sent by facsimile, electronic mail or other wire transmission during normal business hours (and if not, on the next succeeding Business Day), (c) three (3) days after being deposited in the U.S. mail, certified or registered mail, postage prepaid, and (d) if sent domestically by an nationally recognized overnight delivery service, the first day following the date given to such overnight delivery service (specified for overnight delivery). All notices will be addressed as follows (or at such other address for a party as may be specified by like notice):

If to the Companies prior to the Closing, to:

Clarity Communications Group LLC
Todd Peverall, President
9650 Strickland Rd #103-143
Raleigh, NC 27615

Telephone: (919) 841-4550
Fax: (919) 841-4535
Email: Todd@networkclarity.com

with a copy to:

Clarity Communications Group LLC
Jennifer Halsing, CFO
9650 Strickland Rd #103-143
Raleigh, NC 27615
Telephone: (919) 841-4534
Fax: (800) 830-5093
Email: Jennifer@networkclarity.com

and:

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Attention: Amy Risseeuw
Telephone: (919) 781-4000
Fax: (919) 781-4865
E-mail: arisseeuw@wyrick.com

If to the Buyer, or the Company following the Closing, to:

Lumos Networks Corp.
Attention: Mary McDermott
Senior Vice President, Legal and Regulatory Affairs and Secretary
One Lumos Plaza (physical address)
PO Box 1068 (mailing address)
Waynesboro, Virginia 22980
Telephone: (540) 946-2000
Fax: (540) 946- 2020
Email: mcdermottm@lumosnet.com

with a copy to:

Troutman Sanders LLP
1001 Haxall Point
Richmond, Virginia 23219
Attn: David M. Carter and Coburn R. Beck
Telephone: (804) 697-1200
Fax: (804) 697-1339
Email: david.carter@troutmansanders.com or
coby.beck@troutmansanders.com

11.4 Waivers. Subject to the limitations contained in this Agreement, the failure of a party to require performance of any provision hereof will not affect its right at a later time to enforce the same. No waiver by a party of any term, covenant, representation or warranty contained herein will be effective unless in writing. No such waiver in any one instance will be deemed a further or continuing waiver of any such term, covenant, representation or warranty in any other instance.

11.5 Counterparts; Execution. This Agreement may be executed, including by way of electronic signature (pdf and facsimile formats included) in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11.6 Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no assignment of any party's rights or obligations may be made without the written consent of the other parties and any such assignment will provide that the assigning party will continue to be bound by all obligations hereunder as if such assignment had not occurred and perform such obligations to the extent that its assignee fails to do so. Notwithstanding the foregoing, prior to the Closing Date, the Buyer may, without the consent of the Sellers, assign this Agreement to a direct or indirect wholly owned subsidiary of the Buyer, provided that the Buyer provide a written guaranty in form and substance satisfactory to the Seller Representative of the obligations of any such wholly owned subsidiary to pay the Purchase Price, including any Earn-Out Payment.

11.7 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and those Persons specifically described herein, and, except as aforesaid, no provision of this Agreement will be deemed to confer any remedy, claim or right upon any third party. Without limiting the generality of the foregoing, the parties expressly confirm their agreement that, in addition to the Sellers and the Buyer, the other Seller Indemnified Parties and Buyer Indemnified Parties, as the case may be, will also enjoy the benefits of indemnities made herein which are expressly stated to be in their favor. In this regard, the parties agree that such Persons will have the right to enforce those provisions directly against the applicable Indemnifying Person(s).

11.8 Governing Law. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina, without regard to its rules of conflict of laws.

11.9 Consent to Jurisdiction. **EACH PARTY HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN THE CITY OF RALEIGH, NORTH CAROLINA WILL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE PARTIES PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, EACH PARTY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT SUCH PARTY MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH PARTY HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH PARTY AT THE ADDRESS SET FORTH IN SECTION 11.3 OF THIS AGREEMENT AND THAT SERVICE SO MADE WILL BE DEEMED COMPLETED UPON THE EARLIER OF SUCH PARTY'S ACTUAL RECEIPT THEREOF OR FIVE (5) BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAIL, PROPER POSTAGE PREPAID.**

11.10 Complete Agreement. This Agreement, the Confidentiality Agreement and the other documents contemplated hereby constitute the complete agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior discussions, negotiations and understandings.

11.11 Public Announcements. Each of the Companies and the Buyer agrees that it and its Affiliates will not issue any press release or otherwise make any public statement or respond to any media inquiry with respect to this Agreement or the transactions contemplated hereby without the prior approval of the Buyer or the Sellers, as the case may be, which will not be unreasonably withheld, conditioned or delayed, but after having received such approval, a party may thereafter disclose freely any information contained in such approved release or public statement without any need for further approval, except as may be required by Law; provided, however, that in no event will any such release or public statement include any disclosure of the purchase price payable hereunder.

11.12 Waiver of Jury Trial. **NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY WILL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION 11.12 HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS WILL**

BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION 11.12 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

11.13 Specific Performance. The parties acknowledge and agree that the other parties would be irreparably harmed if any of the provisions of this Agreement (including failing to take such actions as are required of it hereunder in order to consummate the transactions contemplated by this Agreement) are not performed in accordance with their specific terms and that any breach of this Agreement could not be adequately compensated in all cases by monetary damages alone. Accordingly, the parties will be entitled to enforce any provision of this Agreement by a decree of specific performance, to temporary, preliminary and permanent injunctive relief or to other equitable relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief permitted by this Agreement on the basis that (a) the other party has an adequate remedy at Law or (b) an award of specific performance is not an appropriate remedy for any reason at Law or equity.

11.14 Provision Respecting Legal Representation.

(a) In connection with this Agreement and the transactions contemplated hereby, Wyrick Robbins Yates & Ponton LLP ("***WRYP***") has acted as counsel for the Company Entities as well as the Sellers (collectively, the "***Special Engagement***") and in connection therewith, the parties hereto other than the Buyer confirm that WRYP has not acted as counsel for any individual Seller or any other Person in connection with the transactions contemplated by this Agreement.

(b) At the request of the other parties hereto after consultation with WRYP, the Buyer, on behalf of itself and its Affiliates (which will include the Company Entities and their Affiliates from and after the Closing), expressly agrees that: (i) in all matters relating to the Special Engagement, for all purposes, only the Sellers and the Company Entities will be considered clients of WRYP; (ii) all communications between any of the Sellers, the Company Entities or their employees and officers on the one hand, and WRYP, on the other hand (which will include communications with agents and other parties with whom the attorney-client privilege is lawfully extended), in the course of or in connection with the Special Engagement, will for all purposes be deemed to be privileged attorney-client communications to the extent recognized as such under applicable Law (unless and until and to the extent any such privilege is effectively waived as provided under applicable Law) that belong solely to the Sellers and not to the Company Entities, any of their Affiliates (which include, from and after the Closing, the Buyer and its Affiliates) or any other Person; (iii) all work-product and other material produced by WRYP in the course of or in connection with the Special Engagement will be deemed to be attorney-client work-product (if and to the extent meeting the standards for constituting work-product under applicable Law) belonging solely to the Sellers, and not to the Company Entities, any of their Affiliates or any other Person; and (iv) none of the Buyer or any of its Affiliates has, will have or will otherwise be entitled to have any right, title or authority in or to, nor any interest in, or privilege or right to access any such communications, work-product, files or other

materials of WRYP relating to the Special Engagement, whether or not the Closing has occurred, except as may be expressly granted by the Sellers to the Buyer or any of its Affiliates. Without limiting the generality of the foregoing, upon and at all times after the Closing, to the maximum extent of the Law: (A) the Sellers will be the sole holders of the attorney-client privilege with respect to the Special Engagement, and none of the Buyer or any of its Affiliates (which will include the Company Entities and their Affiliates from and after the Closing), nor any of their respective Affiliates, will be a holder thereof; (B) to the extent that files or work-product of WRYP in connection with the Special Engagement constitute client property, only the Sellers will hold all such property rights, and no other Person will have any right, title or interest therein or thereto; and (C) WRYP will have no duty whatsoever to reveal or disclose any such attorney-client communications, work-product or files to the Buyer or any of its Affiliates or any of their respective Affiliates, except as required by Law; provided, however, that this is subject to the above-referenced exceptions if the Buyer is voluntarily provided with any such material by any other party or to the extent any such privilege is effectively waived as provided under applicable Law.

(c) The Buyer, on behalf of itself and its Affiliates, acknowledges the community of interest between the Company Entities and the Sellers prior to Closing in view of the fact that the Sellers hold all of Company Entities' equity interests prior to Closing. Accordingly, the Buyer, on behalf of itself and its Affiliates, agrees that the principles that apply to the Special Engagement regarding attorney-client communications, attorney-client privilege, client files, attorney work-product and disclosures will also apply to (i) the engagement of any other attorneys directly related to the Special Engagement and, (ii) the engagement of accountants and financial advisors directly related to the Special Engagement, but only to the extent any such privileges are recognized as such under applicable Law in connection therewith (the "***Advisers***"). In addition, any original or copies of electronic or written communications between any of the Sellers and/or the Company Entities on the one hand and WRYP or any other Adviser on the other hand, or among WRYP and any other Adviser, in connection with the Special Engagement will be, to the extent they are recognized as privileged under applicable Law, the sole property of the Sellers and the Sellers will destroy, erase or otherwise withhold such electronic or written communications from possession, use or review by the Buyer or its Affiliates, including the Company Entities from and after the Closing.

(d) If the Sellers so desire, and without the need for any consent or waiver by the Buyer or any of its Affiliates, either WRYP or any other Adviser will be permitted to represent the Sellers after the Closing in connection with any matter, including, without limitation, anything related to this Agreement and the transactions contemplated hereby or any disagreement or dispute relating thereto. Without limiting the generality of the foregoing, after the Closing, WRYP and each Adviser retains the right to represent the Sellers and any of their agents or Affiliates, or any one or more of them, in connection with any negotiation, transaction or dispute ("dispute" includes litigation, arbitration or other adversary proceeding) with the Buyer or any of its Affiliates, or any of their agents under or relating to this Agreement and any transaction contemplated hereby, and any related matter, such as claims for indemnification pursuant to Article 9 and disputes involving employment or noncompetition or other agreements entered into in connection with this Agreement, whether or not such matter is substantially related to the Special Engagement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first set forth above.

SELLERS:

_____
Todd Peverall

_____
Andrew Carwile

BAILEYWICK HOLDINGS, INC.

By: _____
Name:
Title:

BUYER:

LUMOS NETWORKS CORP.

By: _____
Name:
Title:

ANNEX A

Defined Terms

Capitalized terms used in the Agreement to which this Annex A is attached will have the following respective meanings, and all references to Sections, Schedules, Annexes or Appendices in the following definitions will refer to Sections, Schedules, Annexes or Appendices of or to such Agreement:

"***Accounting Principles***" means GAAP applied on a basis consistent with the historical practices of the Company Entities. For the avoidance of doubt, if a transaction arises prior to Closing where a historical accounting practice has not been established, GAAP shall take precedence.

"***Acquired Interests***" has the meaning set forth in the recitals.

"***Advisers***" has the meaning set forth in Section 11.14(c).

"***Affiliate***" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" having meanings correlative to the foregoing.

"***Agreement***" has the meaning set forth in the preamble.

"***Allocation Schedule***" has the meaning set forth in Section 2.8(a).

"***Ancillary Agreements***" means all agreements, contracts, certificates, documents and instruments contemplated to be signed by a party to this Agreement, including, without limitation, the Escrow Agreement and the non-competition agreements.

"***Balance Sheet Date***" has the meaning set forth in Section 3.5.

"***Benefit Plans***" means each pension, retirement, profit-sharing, deferred compensation, stock option, equity incentive, synthetic equity incentive, employee stock ownership, share purchase, severance pay, vacation, bonus, retention, change in control, termination or other incentive plan, bank owned life insurance, split-dollar or similar arrangements, welfare, medical, vision, dental or other health plan, any life insurance plan, flexible spending account, cafeteria plan, vacation, holiday, disability or any other employee benefit plan or fringe benefit plan, agreement, arrangement or policy, including any "employee benefit plan," as that term is defined in Section 3(3) of ERISA (whether or not subject to ERISA) and any other agreement, plan, fund, policy, program, practice, custom understanding or arrangement providing compensation or other benefits, whether or not such agreement, plan, fund, policy, program, practice, custom, understanding or arrangement is or is intended to be (i) covered or qualified under the Code, ERISA or any other applicable Law, (ii) written or oral, (iii) funded or unfunded, (iv) actual or contingent or (v) arrived at through collective bargaining or otherwise.

"***Business***" has the meaning set forth in the recitals.

"***Business Day***" means any day of the year other than (a) any Saturday or Sunday or (b) any other day on which banks located in Raleigh, North Carolina generally are closed for business.

"***Buyer***" has the meaning set forth in the preamble.

"***Buyer Change in Control***" means the occurrence of any of the following: (a) any Person is or becomes the owner or "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of the Buyer representing more than fifty-one percent (51%) of the combined voting power of the then outstanding securities; (b) consummation of a merger, consolidation or reorganization of the Buyer with any other company, or a sale of all or substantially all the assets of the Buyer (a "***Transaction***"), other than a Transaction that would result in the voting securities of the Buyer outstanding immediately prior thereto continuing to represent either directly or indirectly more than fifty-one percent (51%) of the combined voting power of the then outstanding securities of the Buyer or such surviving or purchasing entity; (c) the shareholders of the Buyer approve a plan of complete liquidation of the Buyer and such liquidation is consummated; or (d) during any period of twelve (12) consecutive months commencing on the date hereof, (i) the individuals who constitute the Board of Directors of the Buyer on the date hereof, and (ii) any new director who is elected by the Board of Directors of the Buyer or is nominated for election by the Buyer's stockholders and whose election or nomination is approved by a vote of more than fifty percent (50%) of the directors then still in office who either are directors on the date hereof or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board of Directors of the Buyer.

"***Buyer Indemnified Parties***" has the meaning set forth in Section 9.2.

"***Cap***" has the meaning set forth in Section 9.4(b).

"***Cash***" means all cash and cash equivalents (other than restricted cash and net of issued and outstanding checks) of the Company Entities as of 11:59 p.m. on the date immediately prior to the Closing Date, computed in accordance with the Accounting Principles.

"Cause" means, with respect to an Owner or Key Employee, (i) gross or willful misconduct that has a material adverse impact on the Buyer or its subsidiaries (including the Company Entities); (ii) willful and repeated failure to comply with the lawful directives of the Board of Directors of the Buyer or any supervisory personnel, provided that the Owner or Key Employee has been given written notice and a reasonable opportunity of no less than thirty (30) days to cure any such failure; (iii) any criminal act or act of fraud, dishonesty or misappropriation involving the Buyer or its subsidiaries (including the Company Entities); (iv) any conviction or plea of guilty or nolo contendere to a felony (other than traffic offenses) or a crime involving dishonesty; (v) the material breach of the terms of any confidentiality, non-competition, non-solicitation or employment agreement such Person has with the Buyer or its subsidiaries (including the Company Entities); or (vi) conduct by such Person that is materially damaging to the property, operations, business or reputation of the Buyer or its subsidiaries

(including the Company Entities) (it being understood that conduct or activities pursuant to such Person's exercise of good faith business judgment shall not constitute Cause in any respect). Cause will be determined in the good faith, reasonable discretion of the Board of Directors of the Buyer after giving the Owner or Key Employee, as applicable, reasonable opportunity (of no less than ten (10) days but not more than thirty (30) days) to provide evidence refuting any potential basis for Cause.

"***CCG***" has the meaning set forth in the recitals.

"***CIC Payments***" has the meaning set forth in Section 5.10(c).

"***Clarity Budget***" means an amount of $600,000 to be made available by the Buyer (promptly upon request of the Owners, subject to the Buyer's internal policies and procedures) for the retention and expansion of the Business during the period between the Closing Date and the Measurement Date for capital expenditures determined to be appropriate by the Owners in their reasonable, good faith business judgment, which amount shall be in addition to any capital provided by the Buyer to the Business for (a) core maintenance and repairs, (b) expansion, improvement or connectivity undertaken by or at the request of the Buyer or (c) opportunity-specific expenditures that are approved by the Buyer's deals desk.

"***Closing***" has the meaning set forth in Section 2.5.

"***Closing Date***" has the meaning set forth in Section 2.5.

"***Closing Statement***" has the meaning set forth in Section 2.4(b).

"***Closing Statement Dispute***" has the meaning set forth in Section 2.4(c).

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

"***Communications Licenses***" means all licenses issued or granted by the FCC and the State Commissions held by any Company Entity with respect to the Business.

"***Company"*** *and* ***"Companies***" have the meanings set forth in the recitals.

"***Company Benefit Plan***" and "***Company Benefit Plans***" have the meanings set forth in Section 3.13(a).

"***Company Entities***" has the meaning set forth in the recitals.

"***Company Indebtedness***" means the Indebtedness of the Company Entities as of 11:59 p.m. on the date immediately prior to the Closing Date, as computed in accordance with the Accounting Principles.

"***Company Owned Intellectual Property***" means all Intellectual Property owned, exclusively or jointly, by any of the Company Entities.

"***Company Subsidiary***" has the meaning set forth in the recitals.

"***Company Transaction Expenses***" means the aggregate amount of all out-of-pocket expenses and fees incurred by the Company Entities in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby that remain unpaid as of the Effective Time, including all brokers' or finders' fees and fees and expenses of counsel, investment bankers, accountants and other advisers.

"***Confidentiality Agreement***" has the meaning set forth in Section 5.3.

"***Continuing Employees***" has the meaning set forth in Section 5.5(a).

"***Contract***" means any written contract, agreement, lease, license, commitment or other arrangement currently in effect, including any amendment, annex, supplement, exhibit or addendum thereto and any design, schematic or other supplementary or ancillary document that provides further detail or information regarding the foregoing.

"***Disregarded Entity***" has the meaning set forth in Section 3.11(b).

"***DOL***" has the meaning set forth in Section 3.13(b).

"***Earn-Out Payment***" has the meaning set forth in Section 2.7(d).

"***Effective Time***" has the meaning set forth in Section 2.5.

"***Election Date***" had the meaning set forth in Section 3.11(a).

"***Employees***" has the meaning set forth in Section 3.16(b).

"***Environmental Laws***" means any and all federal, state and local statutes, regulations, ordinances, codes and rules, as amended, relating to the discharge or removal of air pollutants, water pollutants or process waste water or hazardous or toxic substances including, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, each as amended, regulations of the Environmental Protection Agency, and regulations of any state department of natural resources or state environmental protection agency, in each case as currently in effect.

"***Environmental Matter***" means the violation of any Environmental Law or any Environmental Permit.

"***Environmental Permit***" means any permit issued, granted or required under Environmental Laws.

"***Environmental Release***" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal or leaching of any Hazardous Substances into the environment.

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

"***ERISA Affiliate***" means any trade or business, whether or not incorporated, which together with any Company Entity would be treated, at the relevant time, as a single employer under Code Section 414 or would be deemed, at the relevant time, a single employer within the meaning of Code Section 414.

"***Escrow Agent***" means US Bank, N.A.

"***Escrow Agreement***" has the meaning set forth in Section 2.3(a).

"***Escrow Amount***" means an amount equal to Seven Hundred Fifty Thousand Dollars ($750,000).

"***Estimated Closing Statement***" has the meaning set forth in Section 2.4(a).

"***Estimated Cash***" means the Sellers' good faith estimate of Cash, as set forth in the Estimated Closing Statement.

"***Estimated Net Working Capital***" means the Sellers' good-faith estimate of Net Working Capital, as set forth in the Estimated Closing Statement.

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

"***Final Cash Purchase Price***" means an amount equal to (a) ten million dollars ($10,000,000), plus (b) the amount, if any, by which the Net Working Capital exceeds the Target Net Working Capital, plus (c) the amount of Cash, less (d) the amount, if any, by which the Target Net Working Capital exceeds the Net Working Capital, less (v) the amount of the two Non-compete Payments.

"***Financial Statements***" has the meaning set forth in Section 3.5.

"***Fraud***" means an actual and intentional fraud with respect to the making of the representations and warranties of the Companies pursuant to Article 3.

"***Fundamental Representations***" has the meaning set forth in Section 9.1.

"***GAAP***" means United States generally accepted accounting principles in effect from time to time, consistently applied.

"***Glenwood***" has the meaning set forth in the recitals.

"***Governmental Authority***" means any United States or foreign, federal, state or local entity, government and/or any political subdivision or other executive, legislative, administrative, judicial or other governmental department, commission, court, board, bureau, agency or instrumentality.

"***Government Bid***" has the meaning set forth in Section 3.22(e).

"***Government Contract***" has the meaning set forth in Section 3.22(e).

"***Hazardous Substance***" means, collectively, any (a) petroleum or petroleum products, or derivative or fraction thereof, and/or (b) any chemical, material, substance or waste, which is now defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "restricted hazardous wastes," "contaminants," or "pollutants", in each case as regulated under Environmental Laws, including materials that are deemed hazardous pursuant to any Environmental Laws due to their characteristics of ignitability, corrosivity or reactivity characteristics.

"***Holdings***" has the meaning set forth in the preamble.

"***Income Tax***" means any United States federal, state, local or non-U.S. Tax that, in whole or in part, is based on, measured by or calculated by reference to net income, profits, receipts or gains.

"***Income Tax Return***" means any Tax Return with respect to any Income Tax.

"***Indebtedness***" of any Person means, without duplication, (i) the principal, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (iv) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"***Indemnified Person***" means the Person or Persons entitled to, or claiming a right to, indemnification under Article 9.

"***Indemnifying Person***" means the Person or Persons claimed by the Indemnified Person to be obligated to provide indemnification under Article 9.

"***Independent Auditor***" has the meaning set forth in Section 2.4(c).

"***Initial Cash Purchase Price***" has the meaning set forth in Section 2.2.

"***Intellectual Property***" means, collectively, any and all of the following existing in any jurisdiction throughout the world on the date hereof: (i) patents and applications therefor, including continuations, continuations-in-part, divisionals, or reissues of patent applications and

patents issuing thereon, including the underlying inventions, and rights in designs, whether registered or unregistered, (ii) copyrights (including in computer software source code or object code) and registrations and applications for registration of copyrights, including unregistered copyright, database rights and mask work rights, (iii) trade secrets and legal rights therein and other confidential information and know-how, (iv) trademarks, service marks, trade dress, logos, trade names, internet domain names and corporate names (whether or not registered), including all registrations and applications for registration or renewals of the foregoing and all good will associated therewith.

"Interim Balance Sheet" has the meaning set forth in Section 3.5.

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

"***IRU***" has the meaning set forth in Section 3.14(a)(xiv).

"***Key Employees***" means David Kamphuis, Carl Miller, Jayme Herron and Bobby Dow.

"***Law***" means any law, statute, regulation, ordinance, rule, order, decree or governmental requirement enacted, promulgated, entered into or imposed by any Governmental Authority, in each case, as enacted and in effect on or prior to the Closing Date.

"***Lease***" has the meaning set forth in Section 3.9(a).

"***Leased Real Property***" has the meaning set forth in Section 3.9(a).

"***Liability***" means any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, cost or expense (including reasonable attorneys fees, costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills, checks, and drafts presented for collection or deposit in the Ordinary Course of Business) of any type, whether accrued, absolute or contingent, liquidated or unliquidated, matured or unmatured, or otherwise.

"***Lien***" means any lien, security interest, pledge, charge, claim, mortgage, deed of trust, option, lease or other encumbrance.

"***Loss***" or "***Losses***" means all damages, losses, obligations, liabilities, penalties, assessments, settlements, judgments, costs and expenses, including court costs and reasonable attorneys' fees and disbursements and costs of litigation, incurred or suffered by any Indemnified Person, but excluding punitive and exemplary damages.

"***Material Adverse Effect***" means any change, event or circumstance that has had, or would reasonably be expected to have, individually or in the aggregate, a materially adverse effect on (a) the business, assets, operations, or financial condition of the Company Entities taken as a whole or (b) the ability of the Sellers to perform their obligations hereunder or to consummate the transactions contemplated hereby; provided, however, that a Material Adverse Effect will not include changes, events or circumstances resulting from (i) changes to the U.S. economy, the global economy, financial markets or the industry or markets in which the Company Entities operate, (ii) the announcement or pendency of the transactions contemplated

herein or the identity of or any characteristic of or fact related to the Buyer (including any loss of employees, customers, suppliers, vendors, licensors, licensees or distributors), (iii) any hurricane, earthquake, flood or other natural disasters, (iv) changes in Law or GAAP, (v) military action or any act of terrorism, (vi) changes in interest rates, currency exchange rates or commodities prices, or (vii) any failure of any Company Entity to meet any internal or external projections, forecasts or revenue predictions; provided, however, that the facts and circumstances underlying any such failure may, except as may be provided in subsections (i)-(vi) and (ix) of this definition, be considered in determining whether a Material Adverse Effect has occurred; (viii) any action taken (or any omission to act) by any party to this Agreement outside the Ordinary Course of Business that is required to be taken pursuant to the terms of this Agreement, or (ix) any action taken (or any omission to act) by the Buyer or any of its Affiliates, so long as, in the case of clauses (i), (iii), (iv), (v) and (vi), such changes, events, events or circumstances do not adversely affect the Company Entities, taken as a whole, in a materially disproportionate manner relative to similarly situated participants in the industry in which the Company Entities operate.

"***Material Contracts***" has the meaning set forth in Section 3.14(a).

"***Material Customer***" has the meaning set forth in Section 3.20(b).

"Measurement Date" has the meaning set forth in Section 2.7(a).

"***Monthly Recurring Revenue***" means the amount equal to the average monthly recurring revenue of the Business for the three full calendar months immediately preceding the Measurement Date that is revenue (a) (i) generated at network locations of the Business as of the Closing Date (irrespective of the customer), including any new network locations (other than network locations of the Buyer or acquired by the Buyer from a third party) that connect to any network location of the Business as of the Closing Date provided that any capital expenditure of the Business to build any such new network location after the Closing Date is applied against the Clarity Budget or (ii) generated from customers of the Business as of the Closing Date (irrespective of whether or not the revenue is generated on the Business' network as of the Closing Date), including in cases of both subclauses (i) and (ii), revenue of the type described in Exhibit D, and (b) the collectability of which, as determined in good faith by the Buyer and the Seller Representative, is reasonably assured; *provided, however*, that if capital is expended by the Buyer or its Affiliates for the retention and expansion of the Business during the two-year period between the Closing Date and the Measurement Date in excess of the Clarity Budget (but specifically excluding capital provided by the Buyer for the purposes of items (a)-(c) in the definition of "Clarity Budget"), then for every $50,000 increment of such excess capital expenditure, the Monthly Recurring Revenue calculated as of the Measurement Date will be reduced by $3,500. For purposes of clarifying Monthly Recurring Revenue, Annex D-1 summarizes the composition of the Monthly Recurring Revenue of the Business during September 2016 and is the basis for the $500,000 amount reflected in Section 2.7. The updated Annex D-1 that is required pursuant to the attached Annex D-1 to be produced by the Buyer and the Sellers within 15 days after the Closing Date shall replace and supersede the attached Annex D-1.

"***Name Change***" has the meaning set forth in Section 5.10(b).

"***Net Working Capital***" means the aggregate value of the current assets of the Company Entities excluding Cash, Other Receivables [accounts 20003, 20004, 20006], Prepaid Condo Association Dues [account 20501], and Prepaid Rent at 301 Elm St [account 20502], less the aggregate value of the current liabilities of the Company Entities excluding Accrued Bonus [account 30216, 30201, 30212 and 30214] and Intercompany Payables [account 30402 in 510 Glenwood], the current portion of any Company Indebtedness, and any Company Transaction Expenses; in each case determined as of 11:59 p.m. on the date immediately prior to the Closing Date and calculated in accordance with the Accounting Principles. For the avoidance of doubt, if a transaction arises prior to Closing where a historical accounting practice has not been established, GAAP shall take precedence.

"***Non-compete Payment***" means an amount equal to Ten Thousand Dollars ($10,000). A Non-compete Payment will be paid to each Owner pursuant to Section 2.3.

"***Office Lease***" has the meaning set forth in Section 2.6(a)(ix).

"***Ordinary Course of Business***" means the ordinary course of business of the Company Entities, consistent with past practices.

"***Outside Date***" has the meaning set forth in Section 8.1(b).

"***Owner***" and "***Owners***" have the meanings set forth in the preamble.

"***Payment Statement***" means a statement to be delivered to the Buyer by the Sellers no later than three (3) Business Days prior to the Closing Date, setting forth (a) the amount of each item of Company Indebtedness and the payee wire instructions for each such payment, (b) the amount of each Company Transaction Expense and the payee wire instructions for each such payment, and (c) the allocation of the Initial Cash Purchase Price among the Sellers.

"***PBGC***" has the meaning set forth in Section 3.13(b).

"***Permits***" has the meaning set forth in Section 3.18, but does not include any Environmental Permit.

"***Permitted Liens***" means: (a) Liens set forth on Section 1.1 of the Schedules, (b) Liens arising by operation of Law for Taxes or other governmental charges not yet due and payable or due but not delinquent, (c) Liens arising by operation of Law, including Liens arising by virtue of the rights of customers, suppliers and subcontractors in the Ordinary Course of Business, and which are not material to the Business, (d) imperfections of title and all applicable zoning, entitlement, conservation restrictions and other land use and environmental regulations that do not, individually or in the aggregate, materially impair the continued ownership, use and operation of the assets to which they relate in the Business, (e) Liens granted by a Person holding a superior interest (i) in the Leased Real Property (e.g., a Lien granted by the landlord of a Company Entity), or (ii) in the real property subject to a Right-of-Way Agreement, and (f) other Liens or encumbrances that do not, individually or in the aggregate, have a material impact on the operation of the Business.

"***Person***" means any individual, corporation, partnership, association, limited liability company, estate of decedent, trust, Governmental Authority or body or other entity or organization.

"***Pre-Closing Tax Contest***" has the meaning set forth in Section 10.6(b).

"***Pre-Closing Tax Period***" has the meaning set forth in Section 10.1.

"***Pre-Closing Tax Returns***" has the meaning set forth in Section 10.2(b).

"***Preliminary Earn-Out Statement***" has the meaning set forth in Section 2.7(a).

"***Proceeding***" has the meaning set forth in Section 3.12.

"***Predecessor Corporation***" has the meaning set forth in the recitals.

"***Purchase Price***" has the meaning set forth in Section 2.2.

"***Release Date***" has the meaning set forth in Section 9.10(b).

"***Restructuring***" has the meaning set forth in the recitals.

"***Retained Amount***" has the meaning set forth in Section 9.10(b).

"***Schedules***" has the meaning set forth in Article 3.

"***Seller***" and "***Sellers***" have the meanings set forth in the preamble.

"***Seller Indemnified Parties***" has the meaning set forth in Section 9.3.

"***Seller Representative***" has the meaning set forth in the preamble.

"***Sellers' Knowledge***" means the actual knowledge of Todd Peverall, Andrew Carwile and Jennifer Halsing, after reasonable inquiry of the other Persons at the Company Entities having responsibility for such matters.

"***Special Engagement"*** has the meaning set forth in Section 11.14(a).

"***State Commissions***" has the meaning set forth in Section 3.4.

"***Stock Exchange***" has the meaning set forth in the recitals.

"***Straddle Period***" means any Tax Period beginning before the Closing Date and ending after the Closing Date.

"***Subsidiary***" means any Person of which any specified Person owns directly, or indirectly through another entity, nominee arrangement or otherwise, at least a majority of the outstanding capital stock (or other shares of beneficial interest) entitled to vote generally or

otherwise has the power to elect a majority of the board of directors or similar governing body or the legal power to direct the business or policies of such Person.

"***Target Net Working Capital***" means $146,074.

"***Tax***" or "***Taxes***" mean any and all taxes, charges, fees, duties, levies or other assessments, including income, gross receipts, E911, fees on telecommunications services including all regulatory charges imposed including but not limited to federal and state Universal Service Fees, federal FCC fees and regulatory fees, state and local regulatory fees, capital stock, net proceeds, ad valorem, turnover, commercial activity, real, personal and other property (tangible and intangible), unclaimed property, escheat, sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, alternative minimum, estimated, windfall profits, unitary, disability, payroll, severance and employees' income withholding, unemployment and Social Security taxes, duties, assessments and charges in the nature of a tax (including the recapture of any tax items such as investment tax credits) that are imposed by any Governmental Authority, including any interest, penalties or additions to tax related thereto imposed by any Governmental Authority.

"***Tax Contest***" has the meaning set forth in Section 10.6(b).

"***Tax Period***" or "***Taxable Period***" means any period prescribed by any Governmental Authority for which a Tax Return is required to be filed or a Tax is required to be paid.

"***Tax Return***" means any return, declaration, report, claim for refund, information return or statement or other document filed or required to be filed with any Governmental Authority with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"***Threshold Amount***" has the meaning set forth in Section 9.4(a).

"***Treasury Regulations***" means the final and temporary regulations promulgated under the Code by the United States Department of the Treasury.

"***WRYP***" has the meaning set forth in Section 11.14(a).

Exhibit A
Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of [●] __, 2016 ("Escrow Agreement"), is by and among Lumos Networks Corp., a Delaware corporation ("Buyer"); Baileywick Holdings, Inc., a North Carolina corporation ("Seller Representative"); and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder ("Escrow Agent").

BACKGROUND

A. Buyer, Seller Representative, Todd Peverall and Andrew Carwile (together with the Seller Representative, the "Sellers") entered into an Equity Interest Purchase Agreement (the "Underlying Agreement"), dated as of November __, 2016, pursuant to which Buyer is purchasing all of the equity interests in Clarity Communications Group LLC and 510 Glenwood Avenue, LLC from the Sellers. The Underlying Agreement provides that Buyer shall deposit the Escrow Amount (defined below) in a segregated escrow account to be held by Escrow Agent for the purpose of indemnifications that may become due to Buyer pursuant to the Underlying Agreement.

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Escrow Agreement.

C. Buyer and Seller Representative have appointed the Designees (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Escrow Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Buyer Designee" shall mean the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Buyer and delivered to Escrow Agent and Seller Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Claim Notice" shall have the meaning set forth in Section 6(a).

"Designees" shall mean the Buyer Designee and the Representative Designee.

"Escrow Amount" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Escrow Agreement, together with any interest and other income thereon.

"Escrow Period" shall mean the period commencing on the date hereof and ending at the close of Escrow Agent's business day on [___] unless earlier terminated pursuant to this Escrow Agreement.

"Indemnity Claim" shall have the meaning set forth in Section 6(a).

"Indemnified Party" shall have the meaning set forth in Section 11.

"Joint Written Direction" shall mean a written direction executed by the Designees and directing Escrow Agent to disburse all or a portion of the Escrow Amount or to take or refrain from taking any other action pursuant to this Escrow Agreement.

"Representative Designee" shall mean the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Seller Representative and delivered to Escrow Agent and the Buyer Designee in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

2. Appointment of and Acceptance by Escrow Agent. Buyer and Seller Representative hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Amount in accordance with Section 3 below, agrees to hold, invest and disburse the Escrow Amount in accordance with this Escrow Agreement.

3. Deposit of Escrow Amount. Simultaneously with the execution and delivery of this Escrow Agreement, Buyer will transfer Seven Hundred Fifty Thousand Dollars ($750,000.00), by wire transfer of immediately available funds, to an account designated by Escrow Agent.

4. Disbursements of Escrow Amount. Escrow Agent shall disburse funds from the Escrow Amount at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction. Such Joint Written Direction shall contain complete payment instructions, including wiring instructions or an address to which a check shall be sent. Upon the expiration of the Escrow Period, Buyer shall execute, upon Seller Representative's request, a Joint Written Direction instructing the Escrow Agent to distribute any remaining portion of the Escrow Amount. Upon receipt of such Joint Written Direction, Escrow Agent shall distribute to Seller Representative, as promptly as practicable, any remaining Escrow Amount not then subject to a Claim Notice. All disbursements of funds from the Escrow Amount shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12 below. Prior to any disbursement, Escrow Agent shall have received reasonable identifying information regarding the recipient such that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service ("IRS") Form W-9 or Form W-8, as applicable.

5. Suspension of Performance; Disbursement into Court. If, at any time, (i) there shall exist any dispute between Buyer, Seller Representative or the Designees with respect to the holding or disposition of all or any portion of the Escrow Amount or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Amount or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) the Buyer Designee and Representative Designee have not, within 10 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 8 hereof, appointed a successor escrow agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed.

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, the Escrow Amount, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Buyer, Seller Representative or the Designees, their respective owners, shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Amount or any delay in or with respect to any other action required or requested of Escrow Agent.

6. Resolutions & Disbursement of Claims. If during the Escrow Period Buyer elects to make a claim for indemnity against the Sellers in accordance with Article 9 of the Underlying Agreement and seeks to satisfy such claim from all or any portion of the Escrow Amount, then the procedures for seeking recovery from the Escrow Amount shall be as follows:

(a) If the Buyer elects to assert a claim for indemnity (an "Indemnity Claim"), it must (i) give written notice of such claim (a "Claim Notice") to the Escrow Agent and the Seller Representative prior to the expiration of the Escrow Period and in accordance with Section 9.6 or Section 9.7, as applicable, of the Underlying Agreement.

Such Claim Notice shall include the amount, if known, asserted by Buyer for such claim (including, if appropriate, an estimate of all costs and expenses reasonably expected to be incurred by Buyer by reason of such claim). Within thirty (30) calendar days after the date upon which such Claim Notice is delivered to the Escrow Agent (the "Claim Notice Delivery Date"), the Seller Representative may advise Buyer and the Escrow Agent in writing whether the Seller Representative objects to some or all of the Indemnity Claim described in the Claim Notice.

(b) If Buyer and Escrow Agent have not received from Seller Representative a response to the Claim Notice within thirty (30) calendar days after the Claim Notice Delivery Date disputing the Indemnity Claim, then Seller Representative shall execute, upon Buyer's request, a Joint Written Direction instructing the Escrow Agent to release of the applicable portion of the Escrow Amount. Escrow Agent shall distribute funds from the Escrow Amount to Buyer in satisfaction of such Indemnity Claim in accordance with the Joint Written Direction provided by Seller Representative and Buyer.

(c) If, within thirty (30) calendar days after the Claim Notice Delivery Date, the Escrow Agent receives from the Seller Representative a written objection (a "Claim Response") to the Claim Notice, Escrow Agent shall not release to Buyer any of the Claim Notice amount except pursuant to (i) a Joint Written Direction or (ii) the order, judgment or decree of any court or the award of an arbitrator chosen by Buyer and Seller Representative.

(d) Escrow Agent shall have no responsibility to determine the validity or sufficiency of any Claim Notice or Claim Response or whether any Claim Notice or Claim Response has been received by, or to provide a copy of any Claim Notice or Claim Response to, any of Buyer, Seller Representative or their respective Designees.

7. Investment of Funds. In the absence of further specific written direction to the contrary, the Escrow Agent is directed to initially invest and reinvest the Escrow Amount in the investment indicated on Schedule B hereto. The Seller Representative and Buyer may provide joint written instructions changing the investment of the Escrow Amount to the Escrow Agent; provided, however, that no investment or reinvestment may be made except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United State of America; (b) U.S. dollar denominated deposit accounts and certificates of deposits issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which such deposits are either (i) insured by the Federal Deposit Insurance Corporation or a similar governmental agency, or (ii) with domestic commercial banks which have a rating on their short- term certificates of deposit on the date of purchase of "A-1" or "A-l+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank); (c) repurchase agreements with any bank, trust company, or national banking association (including Escrow Agent and its affiliates); or (d) institutional money market funds, including funds managed by Escrow Agent or any of its affiliates; provided that the Escrow Agent will not be directed to invest in investments that the Escrow Agent in its sole discretion determines are not consistent with the Escrow Agent's policy or practices. Buyer and Seller Representative acknowledge that the Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice.

If Escrow Agent has not received a joint written instruction from Seller Representative and Buyer at any time that an investment decision must be made, Escrow Agent is directed to invest the Escrow Amount, or such portion thereof as to which no written investment instruction has been received, in the investment indicated on Schedule B hereto. All investments shall be made in the name of Escrow Agent. Notwithstanding anything to the contrary contained herein, Escrow Agent may, without notice to Buyer and Seller Representative, sell or liquidate any of the foregoing investments at any time for any disbursement of Escrow Amount permitted or required hereunder. All investment earnings shall become part of the Escrow Amount and investment losses shall be charged against the Escrow Amount. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Amount. With respect to any Escrow Amount received by Escrow Agent after twelve o'clock, p.m., Central Standard Time, Escrow Agent shall not be required to invest such funds or to effect any investment instruction until the next day upon which banks in St. Paul, Minnesota and the New York Stock Exchange are open for business.

8. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days prior written notice to the Buyer and Seller Representative specifying a date when such resignation shall take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the

Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Buyer and Seller Representative may remove and discharge Escrow Agent from the performance of its duties hereunder at any time by jointly giving thirty (30) days prior written notice to the Escrow Agent specifying a date when such removal shall take effect. Upon any such notice of resignation or removal, Buyer and Seller Representative jointly shall appoint a successor escrow agent hereunder prior to the effective date of such resignation or removal. If the Buyer and Seller Representative fail to appoint a successor escrow agent within such time, the Escrow Agent shall have the right to petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses (including without limitation attorneys' fees) related to such petition shall be paid jointly and severally by Buyer and Seller Representative. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Amount and shall pay all Escrow Amount to the successor escrow agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement.

9. Binding Effect; Successors. This Escrow Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Escrow Agreement) to another corporation, the successor or transferee corporation without any further act shall be the successor Escrow Agent.

10. Liability of Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent has no fiduciary or discretionary duties of any kind. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the sole cause of any loss to the Buyer or Seller Representative. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Amount in accordance with the terms of this Escrow Agreement. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Amount, any account in which the Escrow Amount is deposited, this Escrow Agreement or the Underlying Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Buyer and Seller Representative, jointly and severally, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. Buyer and Seller Representative agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder.

The Escrow Agent is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Escrow Amount, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Amount is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting

such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

11. Indemnification of Escrow Agent. From and at all times after the date of this Escrow Agreement, Buyer and Seller Representative, jointly and severally, shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation Buyer, Seller Representative and the Designees, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Escrow Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Buyer and Seller Representative further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the enforcement of Buyer's and Seller Representative's indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Buyer and Seller Representative jointly and severally. The obligations of Buyer and Seller Representative under this Section 11 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

The parties agree that neither the payment by Buyer or Seller Representative of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Amount in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Buyer and Seller Representative, the respective rights and obligations of Buyer and Seller Representative under the Underlying Agreement.

12. Compensation of Escrow Agent.

(a) Fees and Expenses. Buyer shall compensate Escrow Agent on demand for its services hereunder in accordance with Schedule A attached hereto. The obligations of Buyer under this Section 12 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Amount to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Amount, from time to time, the amount of any compensation and reimbursement of out-of-pocket expenses due and payable hereunder (including any amount to which Escrow Agent or any Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify Buyer and Seller Representative of any disbursement from the Escrow Amount to itself or any Indemnified Party in respect of any compensation or reimbursement hereunder and shall furnish Buyer and Seller Representative copies of related invoices and other statements.

(c) Security and Offset. Seller Representative, Buyer and the Designees hereby grant to Escrow Agent and the Indemnified Parties a first priority security interest in, lien upon and right of offset against the Escrow Amount with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Amount is insufficient to cover such compensation and reimbursement, Buyer and Seller Representative shall promptly pay such amounts to Escrow Agent or any Indemnified Party upon receipt of an itemized invoice.

(d) Reimbursement by Buyer. Buyer will reimburse Sellers for any amounts offset against the Escrow Amount due to Buyer's failure to pay compensation, reimbursement or indemnification to the Escrow Agent.

13. Representations and Warranties. Buyer and Seller Representative each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder; and this Escrow Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms; and

(b) each of the applicable persons designated on Schedule C attached hereto have been duly appointed to act as authorized representatives hereunder and individually have full power and authority to execute and deliver any Joint Written Direction, to amend, modify or waive any provision of this Escrow Agreement and to take any and all other actions as authorized representatives under this Escrow Agreement, all without further consent or direction from, or notice to, it or any other party, provided that any change in designation of such authorized representatives shall be provided by written notice delivered to each party to this Escrow Agreement.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. The Escrow Agent may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The parties acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and each agrees to provide any additional information requested by the Escrow Agent in connection with the Act or any other legislation or regulation to which Escrow Agent is subject, in a timely manner.

15. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the parties hereto agree to the personal jurisdiction by and venue in the state and federal courts in the State of North Carolina and waive any objection to such jurisdiction or venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts.

16. Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be delivered (i) by personal delivery, or (ii) by national overnight courier service, or (iii) by certified or registered mail, return receipt requested, or (iv) via facsimile transmission, with confirmed receipt or (v) via email by way of a PDF attachment thereto of a manually executed document. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section 16, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 16.) Such notices shall be sent to the applicable party or parties at the address specified below:

If to Buyer or Buyer Designee at:

Lumos Networks Corp.
One Lumos Plaza (physical address}
PO Box 1068 (mailing address)
Waynesboro, VA 22980
Telephone: (540) 946-2000
Facsimile: (540) 946-2020
E-mail: mcdermottm@lumosnet.com
Attention: Mary McDermott

with a copy to:

Troutman Sanders LLP
1001 Haxall Point

Richmond, Virginia 23219
Attn: David M. Carter and Coburn R. Beck
Telephone: (804) 697-1200
Fax: (804) 697-1339
Email: david.carter@troutmansanders.com or coby.beck@troutmansanders.com

If to Seller Representative or Representative Designee at:

_____
_____
_____
Telephone:
Facsimile:
E-mail:

with a copy to:

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Facsimile: (919) 781-4865
Email: arisseeuw@wyrick.com
Attention: Amy Risseeuw

If to the Escrow Agent at: U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust Services
Address:_____
Telephone: _____
Facsimile: _____
E-mail: _____

and to:

U.S. Bank National Association
ATTN: _____
Trust Finance Management
_____
_____
Telephone: _____
Facsimile: _____
E-mail: _____

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received.

17. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by facsimile or otherwise, the Escrow Agent is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule C hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If the Escrow Agent is unable to contact any of the designated representatives identified in Schedule C, the Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Buyer or Seller Representative's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as the Escrow Agent may select. Such Executive Officer shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Buyer and Seller Representative agree that the Escrow Agent may at its option record any telephone calls made pursuant to this

Section. The Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Buyer or Seller Representative to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Escrow Agent may apply any of the Escrow Amount for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. Buyer and Seller Representative acknowledge that these optional security procedures are commercially reasonable.

18. Amendment, Waiver and Assignment. None of the terms or conditions of this Escrow Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Escrow Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion. Except as provided in Section 9 hereof, this Escrow Agreement may not be assigned by any party without the written consent of the other parties.

19. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

20. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of North Carolina without giving effect to the conflict of laws principles thereof.

21. Entire Agreement, No Third Party Beneficiaries. This Escrow Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Amount and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Amount. Nothing in this Escrow Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

22. Execution in Counterparts, Facsimiles. This Escrow Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The delivery of copies of this Escrow Agreement and any Joint Written Instruction and their respective signature pages by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

23. Termination. This Escrow Agreement shall terminate upon the distribution of all the Escrow Amount pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Amount.

24. Dealings. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell, and deal in any of the securities of the Buyer or Seller Representative and become pecuniarily interested in any transaction in which the Buyer or Seller Representative may be interested, and contract and lend money to the Buyer or Seller Representative and otherwise act as fully and freely as though it were not Escrow Agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for the Buyer or Seller Representative or for any other entity.

25. Brokerage Confirmation Waiver. Buyer and Seller Representative acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant either the right to receive brokerage confirmations for certain security transactions as they occur, Buyer and Seller Representative specifically waive receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Buyer and Seller Representative periodic cash transaction statements that include detail for all investment transactions made by the Escrow Agent.

26. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Escrow Agreement and Buyer and Seller Representative shall consult with independent counsel concerning any and all tax matters. Each of Buyer and Seller Representative shall provide Escrow Agent a Form W-9 or an original Form W-8, as applicable, for each payee, together with any other documentation and information requested by

Escrow Agent in connection with Escrow Agent's reporting obligations under applicable IRS regulations. If such tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the IRS. Seller Representative and Buyer have determined that any interest or income on Escrow Amount shall be reported on an accrual basis and deemed to be for the account of Buyer. Buyer and Seller Representative shall prepare and file all required tax filings with the IRS and any other applicable taxing authority; provided that the parties further agree that:

(a) Escrow Agent IRS Reporting. Buyer shall provide the Escrow Agent with all information requested by the Escrow Agent in connection with the preparation of all applicable Form 1099 and Form 1042-S documents with respect to all distributions as well as in the performance of Escrow Agent's reporting obligations under the Foreign Account Tax Compliance Act and Foreign Investment in Real Property Tax Act or other applicable law or regulation.

(b) Withholding Requests and Indemnification. Buyer and Seller Representative jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Escrow Agreement, (ii) request the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations, and (iii) indemnify and hold the Escrow Agent harmless pursuant to Section 11 hereof from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent.

(c) Imputed Interest. To the extent that IRS imputed interest regulations apply, Buyer and Seller Representative shall so inform Escrow Agent, provide Escrow Agent with all imputed interest calculations and direct Escrow Agent to disburse imputed interest amounts as Buyer and Seller Representative deem appropriate**.** Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information.

27. WAIVER OF TRIAL BY JURY. EACH PARTY TO THIS ESCROW AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING OUT OF OR IN ANY WAY RELATED TO THIS ESCROW AGREEMENT OR (2) IN ANY WAY IN CONNECTION WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES TO THIS ESCROW AGREEMENT OR IN CONNECTION WITH THIS ESCROW AGREEMENT OR THE EXERCISE OF ANY SUCH PARTY'S RIGHTS AND REMEDIES UNDER THIS ESCROW AGREEMENT OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES TO THIS ESCROW AGREEMENT, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT EACH HAS REVIEWED OR HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS RESPECTIVE LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS ESCROW AGREEMENT MAY BE FILED AS A CONSENT BY ALL PARTIES TO A TRIAL BY THE COURT.

28. Publicity. No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first set forth above.

SELLERS:

Todd Peverall

Andrew Carwile

BAILEYWICK HOLDINGS, INC.

By: Todd Peverall
Name: Todd Peverall
Title: President

BUYER:

LUMOS NETWORKS CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first set forth above.

SELLERS:

_____
Todd Peverall

_____
Andrew Carwile

BAILEYWICK HOLDINGS, INC.

By: _____
Name:
Title:

BUYER:

LUMOS NETWORKS CORP.

By: _____
Name: Jake Miller
Title: SVP, Corporate Development

SCHEDULE A

Schedule of Fees for Services as Escrow Agent

SCHEDULE B

U.S. BANK NATIONAL ASSOCIATION
Investment Authorization Form

SCHEDULE C

Each of the following person(s) is a **Buyer Designee** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Buyer's behalf (only one signature required):

Name	Specimen signature	Telephone No.
Name	Specimen signature	Telephone No
Name	Specimen signature	Telephone No

(Note: if only one person is identified above, please add the following language:)
The following person not listed above is authorized for call-back confirmations:

[_____]
Name

_____
Telephone Number

Each of the following person(s) is a **Seller Designee** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Seller Representative's behalf (only one signature required):

Name	Specimen signature	Telephone No
Name	Specimen signature	Telephone No
Name	Specimen signature	Telephone No

(Note: if only one person is identified above, please add the following language:)
The following person not listed above is authorized for call-back confirmations

[_____]
Name

_____
Telephone Number

Exhibit B
Form of Assignment of Interest

Exhibit B

ASSIGNMENT OF INTERESTS

This Assignment of Interests (this "***Assignment***"), dated as of _____ ___, 2016 (the "***Closing Date***"), is by and between Baileywick Holdings, Inc., a North Carolina corporation ("***Assignor***"), and Lumos Networks Corp. ("***Assignee***").

RECITALS

A. Assignor is a member of Clarity Communications Group LLC, a North Carolina limited liability company (the "***Company***"), and owns, holds of record and is the beneficial owner of all of the equity interests of the Company, free and clear of all Liens (the "***Acquired Interests***").

B. Pursuant to and in accordance with the provisions of that certain Equity Interest Purchase Agreement, dated as of _____ ____, 2016 (the "***Purchase Agreement***"), by and among Assignor, Assignee, Todd Peverall and Andrew Carwile, Assignor has agreed to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Acquired Interests free and clear of all Liens, and Assignee has agreed to accept the Acquired Interests upon the terms and conditions set forth in the Purchase Agreement and in this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and of the mutual promises and covenants contained in this Assignment, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein have the respective meanings given to them in the Purchase Agreement.

2. Assignment. Subject to the terms and conditions in the Purchase Agreement:

(a) As of the Closing Date, Assignor hereby sells, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Acquired Interests free and clear of all Liens.

(b) Simultaneously with the execution and delivery of this Assignment by the parties, the parties acknowledge and agree that the Assignee is admitted to the Company as a substitute member in accordance with the terms of the Operating Agreement of the Company, dated as of [_____, 2016] (the "***Operating Agreement***").

3. Acceptance by Assignee. Assignee hereby accepts and assumes all right, title, and interest with respect to the Acquired Interests as of the Closing Date and consents to being admitted as a member of the Company.

4. Consent to Transfer. Assignor hereby consents to the sale, transfer and assignment of the Acquired Interests to Assignee under this Assignment. Assignor represents and warrants that each member of the Company has waived any and all applicable transfer restrictions applicable to the transfer of the Acquired Interest.

5. Further Assurances. On and after the Closing Date, each of Assignor and Assignee shall take any and all further actions, including but not limited to the execution of additional instruments or documents, that may be reasonably requested in writing by any one of them to effectuate or evidence the assignment of the Acquired Interests and any other actions contemplated by this Assignment or the Purchase Agreement.

6. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, executors and assigns. The Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to the conflicts of laws principles thereof. This Assignment may be executed in counterparts, by facsimile or PDF signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized representative of each party hereto as of the Closing Date.

ASSIGNOR:

BAILEYWICK HOLDINGS, INC.

By: _____
Name:
Title:

ASSIGNEE:

LUMOS NETWORKS CORP.

By: _____
Name:
Title:

Exhibit B

ASSIGNMENT OF INTERESTS

This Assignment of Interests (this "***Assignment***"), dated as of _____ ___, 2016 (the "***Closing Date***"), is by and between [Name of Owner], an individual ("***Assignor***"), and Lumos Networks Corp. ("***Assignee***").

RECITALS

A. Assignor is a member of 510 Glenwood Avenue, LLC, a North Carolina limited liability company (the "***Company***"), and owns, holds of record and is the beneficial owner of 50% of the membership interests of the Company, free and clear of all Liens (the "***Acquired Interests***").

B. Pursuant to and in accordance with the provisions of that certain Equity Interest Purchase Agreement, dated as of _____ ____, 2016 (the "***Purchase Agreement***"), by and among Assignor, Assignee, Baileywick Holdings, Inc. and [Todd Peverall or Andrew Carwile], Assignor has agreed to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Acquired Interests free and clear of all Liens, and Assignee has agreed to accept the Acquired Interests upon the terms and conditions set forth in the Purchase Agreement and in this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and of the mutual promises and covenants contained in this Assignment, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein have the respective meanings given to them in the Purchase Agreement.

2. Assignment. Subject to the terms and conditions in the Purchase Agreement:

(a) As of the Closing Date, Assignor hereby sells, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Acquired Interests free and clear of all Liens.

(b) Simultaneously with the execution and delivery of this Assignment by the parties, the parties acknowledge and agree that the Assignee is admitted to the Company as a substitute member in accordance with the terms of the Operating Agreement of the Company, dated as of February 21, 2006 (the "***Operating Agreement***").

3. Acceptance by Assignee. Assignee hereby accepts and assumes all right, title, and interest with respect to the Acquired Interests as of the Closing Date and consents to being admitted as a member of the Company.

4. Consent to Transfer. Assignor hereby consents to the sale, transfer and assignment of the Acquired Interests to Assignee under this Assignment and to the sale, transfer and assignment by [Todd Peverall or Andrew Carwile] pursuant to the Purchase Agreement of all of his right, title and interest in and to all of his membership interests in the Company. Assignor

represents and warrants that each member of the Company has waived any and all applicable transfer restrictions applicable to the transfer of the Acquired Interest.

5. Further Assurances. On and after the Closing Date, each of Assignor and Assignee shall take any and all further actions, including but not limited to the execution of additional instruments or documents, that may be reasonably requested in writing by any one of them to effectuate or evidence the assignment of the Acquired Interests and any other actions contemplated by this Assignment or the Purchase Agreement.

6. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, executors and assigns. The Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to the conflicts of laws principles thereof. This Assignment may be executed in counterparts, by facsimile or PDF signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized representative of each party hereto as of the Closing Date.

ASSIGNOR:

[_____]

By: _____

ASSIGNEE:

LUMOS NETWORKS CORP.

By: _____
Name:
Title:

Exhibit C
Allocation Schedule

Exhibit C

Allocation Schedule

The aggregate consideration for the Acquired Interests set forth in Section 2.2 of the Agreement, prior to any adjustments for the Estimated Cash or Net Working Capital, of up to $15,000,000 shall be allocated as follows:

Company's Acquired Interests	Consideration
Glenwood	$50,000 in the form of cash at Closing
CCG	The full amount of the Escrow Amount and payments payable under the Escrow Agreement, the full amount of any Earn-Out Payment, and the balance in the Initial Cash Purchase Price payable in cash at Closing

To the extent of any adjustments to the purchase consideration with respect to Estimated Cash or Net Working Capital, the amount of adjustment arising from and attributable to each Company shall be allocated accordingly, so as to increase or decrease, as appropriate, the purchase consideration with respect to such Company's Acquired Interests from the amounts set forth in the chart above.

Allocation for Acquired Interests of Glenwood

For purposes of Section 2.8 of the Agreement, the parties agree that:

(i) the agreed fair market value as of the Closing of the fixed assets of Glenwood shall be $2,500, and to the extent of any consideration received with respect to the Acquired Interests of Glenwood by reason of amounts of any Estimated Cash or Net Working Capital, the agreed fair market value as of the Closing of all other assets of Glenwood that are, or could, constitute, "unrealized receivables" or "inventory items", as each such term is defined for purposes of Code Section 751 (excluding fixed assets), shall equal Glenwood's Book Value of such assets as of the Closing Date; and

(ii) any remaining purchase price shall be allocated to Class VI or Class VII assets in accordance with their fair market value as of the Closing Date.

For this purpose, "***Glenwood's Book Value***" means the book value of the identified assets as of the Closing Date, as set forth in Glenwood's accounting records based on the methodology set forth in the Agreement for computing Net Working Capital and the Accounting Principles.

Allocation for CCG

The aggregate purchase consideration paid for the Acquired Interests of CCG shall be allocated to and among the assets of CCG, as follows:

ROW #	DESCRIPTION OF ASSETS	ALLOCATED PRICE
A	Class I: Cash and general deposit accounts, certificates of deposit, and other items of cash or cash equivalents	Book Value [1/]
B	Class III: Accounts receivable	Book Value, net of any write-downs or similar adjustments, or allowances for doubtful or uncollectible accounts [1/]
C	Class IV: Inventories	Book Value, net of any allowances for obsolete inventory, write-downs or similar adjustments [1/]
D	Class V: All real property, leasehold improvements, or tangible personal property not identified within any other Row on this chart	Tax Basis [2/]
E	Class V: Notes receivable, credits, prepaid costs and expenses, deferred charges, rights to refunds, insurance items, advance payments, and security deposits	Book Value [1/]
F	Class VI: Customer base, Permits, trademarks, tradenames, items of Intellectual Property, and all other intangible assets not included within any other Row on this chart	Valuation [3/]
G	Class VII: The relevant Company's goodwill associated with its assets and business and the value of such Company's business as a going concern (collectively, "***Goodwill***" for purposes of this chart)	The balance of the purchase price in excess of all amounts allocated to the items in Rows A-F above, plus the amount of any Liabilities of or with respect to CCG of the Company Subsidiary that is treated as being part of the aggregate purchase price under applicable federal Income Tax Law [4/]

[1/] For purposes of this chart, "***Book Value***" means the book value of the identified assets as of the Closing Date, as set forth in CCG's (or the Company Subsidiary's) accounting records based on the methodology set forth in the Agreement for computing Net Working Capital and the Accounting Principles.

[2/] For purposes of this Appendix, "***Tax Basis***" means the adjusted basis for United States federal Income Tax purposes to CCG (or Holdings by reason of being the parent entity of CCG as a Disregarded Entity) of the identified asset as of the Closing Date.

[3/] For purposes of this Appendix, "***Valuation***" means the fair market values assigned to the identified assets in the appraisal(s) that the Buyer shall obtain within ninety (90) days after the Closing Date; provided, however, that the Buyer shall provide such appraisal(s) to the Seller Representative for its review, and if the Seller Representative disagrees with respect to any information or valuation set forth in such appraisal(s), the dispute resolution provisions of Section 2.8(d) of the Agreement shall apply for resolving the disagreement and determining the final allocation with respect to any assets in issue.

[4/] To the extent of the portion of any Liabilities as of the Closing that are treated as purchase price in connection with assets deemed to be sold for federal Income Tax purposes pursuant to Code Section 1060 and the Treasury Regulations thereunder ("***Deemed Sale Liabilities***"), such amounts shall be treated as paid for Goodwill or the assets listed in Row F if and as determined in the Valuation. Furthermore, any successful indemnity claims made by the Buyer after the Closing shall be treated as reducing, first, the amount paid for Goodwill, and then any excess of indemnity claims over the amount otherwise allocable to Goodwill shall be treated as reducing the amount of purchase price paid for the items set forth in Row F above.

Note: Except as otherwise specified in this Exhibit, terms with initial capitalized letters used in this Exhibit shall have the same meanings as set forth for such terms for purposes of the main text of the Agreement.

Exhibit D and Annex D-1
Items in Monthly Recurring Revenue

Exhibit D

Revenue falling into any of the following categories will be included in "Monthly Recurring Revenue":

- Recurring bandwidth or monthly-paid fiber lease that has an end point on the fiber network of the Company Entities as such fiber network existed on the Closing Date, including at any site on any of the following military bases:
    - Camp Lejeune
    - Charleston Air Force Base
    - Fort Bragg
    - Fort Gordon
    - Fort Jackson
    - Fort Stewart
    - MCALF Bogue
    - MCAS Beaufort
    - MCAS Cherry Point
    - MCAS New River
    - MCRD Parris Island
    - Naval Hospital Beaufort
    - Norfolk Naval Base
    - Seymour Johnson Air Force Base
    - Shaw Air Force Base
    - Sunny Point; or
- Recurring bandwidth or monthly-paid fiber lease of any customer that was a customer of the Business as of the Closing Date, regardless of the location; or
- Any recurring monthly-paid collocation, rack, power, cross-connect or IRU maintenance amounts at any site of the Business existing as of the Closing Date; or
- Recurring monthly-paid bandwidth, fiber lease, collocation, rack, power or cross-connect amounts under written customer purchase orders that were not yet installed as of the Closing Date and that were reviewed and, solely for purposes of determining that such customer purchase orders will count towards the Monthly Recurring Revenue, approved in writing by Buyer, with the explicit understanding that capital expenditures incurred after the Closing relating to fulfillment of such written customer purchase orders shall be applied against the Clarity Budget and further that the underlying sites and customers shall be considered as sites and customers for purposes of the first two bullets above; or
- Any of the foregoing that is created or expanded through the use of the Clarity Budget.

Within 15 days after the Closing Date, Buyer and Sellers will agree upon an updated Annex D-1 that is as of the Closing Date and shall be inclusive of the aforementioned recurring bandwidth,

fiber lease, collocation, rack, power or cross-connect amounts to be paid for monthly under written customer purchase orders reviewed and approved in writing by Buyer that were not yet installed as of the Closing Date.

Annex D-1
Circuit Details and MRR
September 2016

Customer	Circuits	MRR
CR Shared Services LLC	LMK1037DS3, LMK1038DS3, LMK1042DS3, LMK1053DS3, LMK1056DS3; LMK1059DS3, LMK1070DS3, LMK1074OC3, LMK1078DS3, LMK1082DS3, LMK1083DS3, LMK1117DS3, LMK1118DS3, LMK1119OC3, LMK1120DS3, LMK1126DS3, LMK1130DS3, LMK1135DS3, LMK1139W25, LMK1140W25, LMK1141W25, LMK1142FIB, LMK1143W10, LMK1144W10, LMK1145W25, LMK1146W25, LMK1172DS3, LMK1165OC24, LMK1235DS1, LMK1236DS1, LMK1237DS1, LMK1258DS1, LMK1257W10, LMK1281W25, LMK1380FIB2, LMK1280W25	219,844.00
GTT (fka CDS Telecom)	LMK1393W10, LMK1551W10	9,375.00
NC AOC (c/o MCNC)	LMK1285FIB	300.00
TWC (fka Dukenet)	LMK1077ETH	4,850.00
DITCO	LMK1151W25	14,885.00
DITCO	LMK1152W25	9,900.00
DITCO	LMK1259W10	13,988.00
DITCO	LMK1263W10	13,988.00
DITCO	LMK1272W10	10,900.00
DITCO	LMK1273W10	9,200.00
DITCO	LMK1693DS1	750.00
City of Laurinburg	LMK1453IP	2,700.00
NeoNova	LMK1154IP; LMK1201IP; LMK1219IP	5,284.00

NeoNova (colo) (510 Glen)	GLN1157POW, GLN1158POW, GLN1159POW, GLN1160RCK, GLN1161RCK, GLN1162RCK, GLN1163RCK	5,720.00
Scotland Co Schools	NLMK1089ETH, NLMK1090ETH, NLMK1093ETH, NLMK1094ETH, NLMK1095ETH, NLMK1096ETH, NLMK1097ETH, NLMK1098ETH, NLMK1101ETH, NLMK1102ETH, NLMK1103ETH, NLMK1104ETH, NLMK1105ETH, NLMK1106ETH	28,680.00
Moundville Telephone	LMK1148IP	5,450.00
City of Wilson	LMK1204IP; LMK1224IP, LMK1295ETH	6,430.00
City of Goldsboro	LMK1178IP	3,250.00
Boingo	LMK1227IP; LMK1228IP; LMK1230IP; LMK1231IP; LMK1287IP; LMK1288ETH; LMK1289IP; LMK1290IP; LMK1291IP	97,522.00
Eye Care Center	LMK1245IP	2,855.00
MCNC	LMK1249RCK; LMK1250RCK; LMK1251RCK; LMK1252RCK; LMK1253POW; LMK1254POW; LMK1255POW; LMK1256POW	4,470.00
Wake Med	LMK1279FIB; LMK1457FIB2	7,925.00
City of New Bern	LMK1332IP	600.00
Craven County	LMK1334IP	600.00
NCOITS	LMK1298CAB; LMK1299CAB; LMK1300BRKDC-AB; LMK1301BRKDC-AB; LMK1302BRKDC-A; LMK1303FIB24	6,720.00
Craven Community College	LMK1347ETH	850.00
Allen Grading Company	LMK1454IP	80.00
NCEMC	LMK1321MAINT; LMK1322MAINT; LMK1323MAINT; LMK1354FIB12; LMK1355FIB12	2,858.33

NCEMC (colo) (510 Glen)	GLN1166CAB, GLN1167CAB, GLN1168BRKDC-AB, GLN169BRKDC-AB	4,860.00
Windstream	LMK1164ETH	2,950.00
Inprova Group	LMK1697IP	375.00
		498,159.33

PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

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DA 16-1446
December 23, 2016

NOTICE OF DOMESTIC SECTION 214 AUTHORIZATIONS GRANTED

WC Docket Nos. 16-378, 16-386, 16-389 and 16-390

The Wireline Competition Bureau (Bureau) has granted the applications listed in this notice pursuant to the Commission's streamlined procedures for domestic section 214 transfer of control applications, 47 CFR § 63.03. The Bureau has determined that grant of these applications serves the public interest.[1] For purposes of computation of time when filing a petition for reconsideration or application for review, or for judicial review of the Commission's decision, the date of "public notice" shall be the release date of this notice.[2] Should no petitions for reconsideration, applications for review, or petitions for judicial review be timely filed, the proceedings listed in this Public Notice shall be terminated, and the dockets will be closed.

Domestic Section 214 Application Filed for the Acquisition of Certain Assets of Opcom, Inc. d/b/a WCS Telecom by BCN Telecom, Inc., WC Docket No. 16-378, Public Notice, DA 16-1309 (rel. Nov. 22, 2016).

Effective Grant Date: December 23, 2016

Domestic Section 214 Application Filed for the Transfer of Control of Clarity Communications Group, LLC to Lumos Networks Corp., WC Docket No. 16-386, Public Notice, DA 16-1313 (rel. Nov. 22, 2016).

Effective Grant Date: December 23, 2016

Domestic Section 214 Application Filed for the Transfer of Control of Inteliquent, Inc. to Onvoy, LLC, WC Docket No. 16-389, Public Notice, DA 16-1312 (rel. Nov. 22, 2016).

Effective Grant Date: December 23, 2016

[1] *Implementation of Further Streamlining Measures for Domestic Section 214 Authorizations*, Report and Order, 17 FCC Rcd 5517, 5529, para. 22 (2002).

[2] *Id.*; *see* 47 CFR § 1.4 (Computation of time).

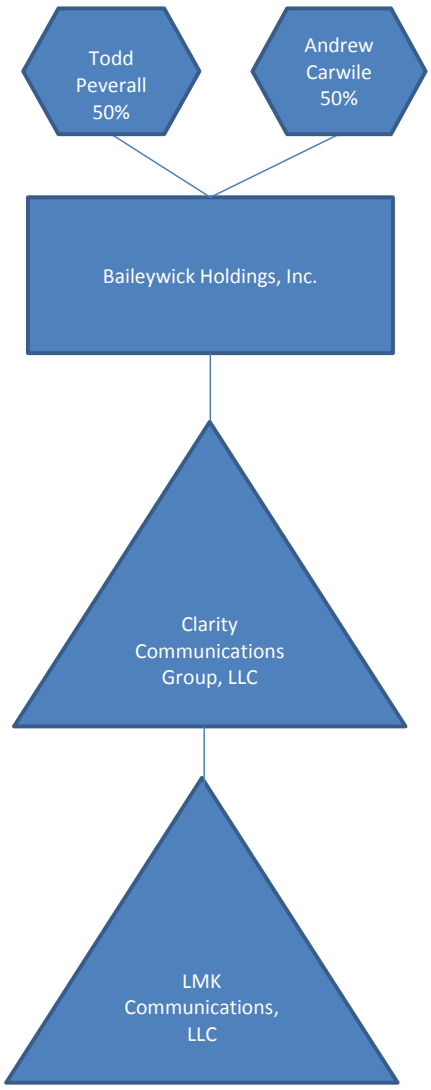
Domestic Section 214 Application Filed for the Acquisition of Certain Assets of Knology of Kansas, Inc. by Midcontinent Communications, WC Docket No. 16-390, Public Notice, DA 16-1311 (rel. Nov. 22, 2016).

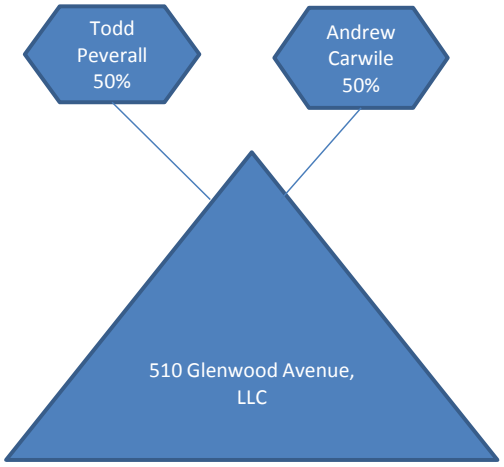
Effective Grant Date: December 23, 2016

For further information, please contact Myrva Freeman at (202) 418-1506 or Gregory Kwan at (202) 418-1191, Competition Policy Division, Wireline Competition Bureau.

-FCC-

Previous Org of Clarity

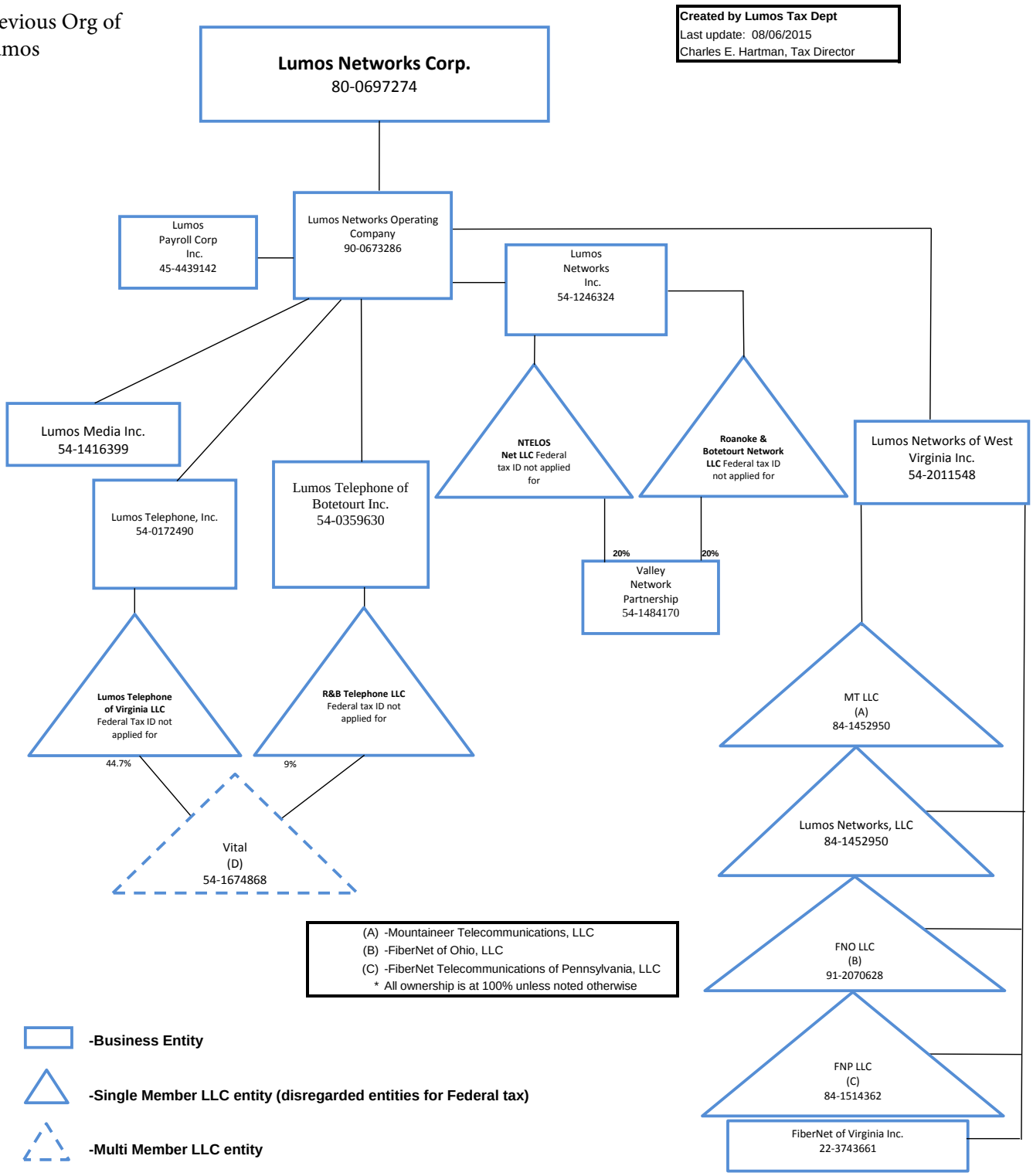




Note: This organizational chart does not include entities that will be retained by the Sellers.

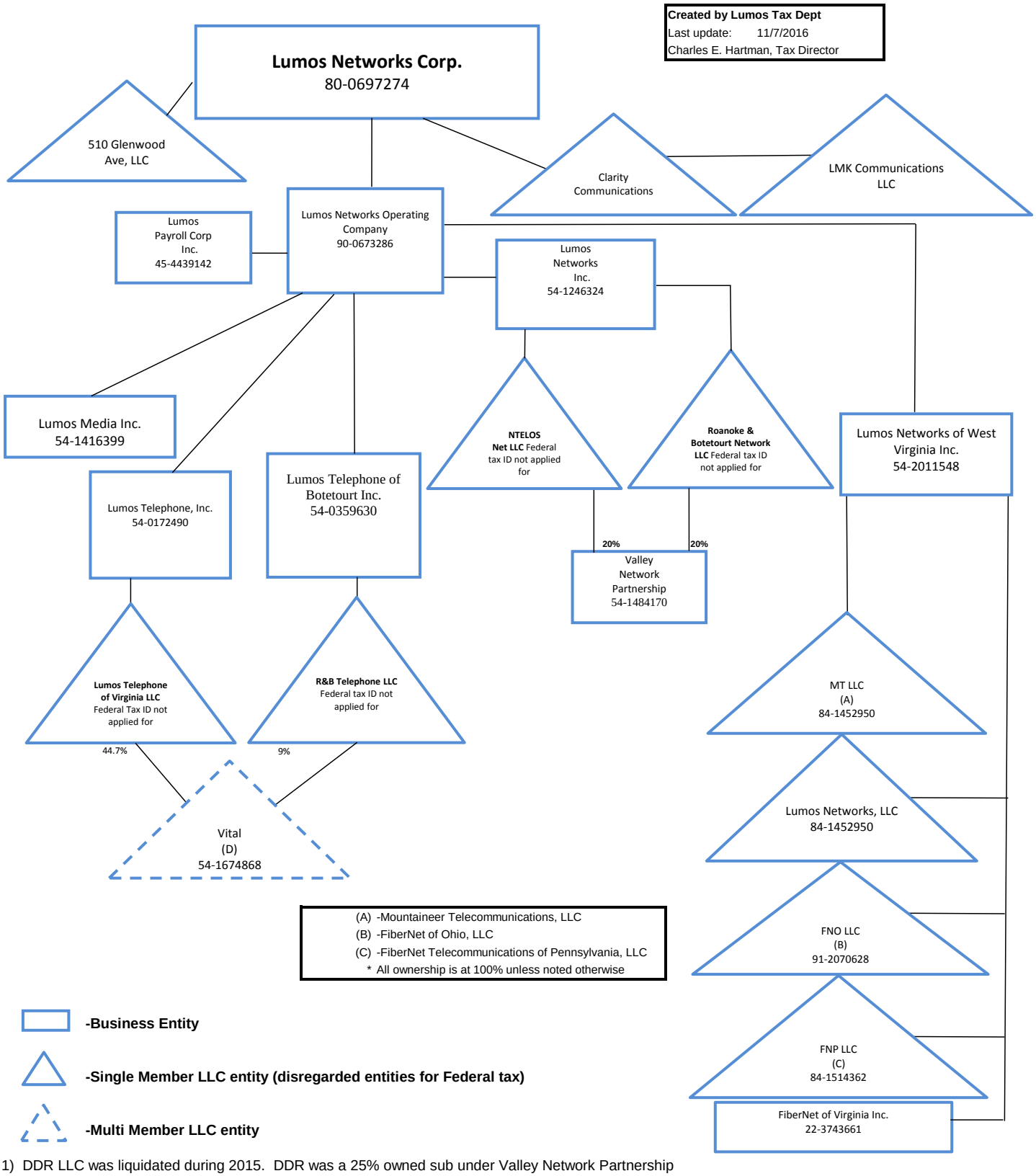
Exhibit C

Previous Org of Lumos



1) DDR LLC was liquidated during 2015. DDR was a 25% owned sub under Valley Network Partnership

Current Org of Lumos



1) DDR LLC was liquidated during 2015. DDR was a 25% owned sub under Valley Network Partnership

Clarity Communications Acquisition

- 730 Mile Fiber Network (NC focused) with 75 On-Net Locations
- Provides immediate new government sales channel, focused on military installations and e-rate
- Anchors new foothold in North Carolina Enterprise, Carrier and Data Center market
- Addressable Market: $44m for combined Lumos/Clarity for military facilities; $88m for non-military opportunities near Clarity footprint only
- Expected Close in 1Q '17 and Adjusted EBITDA accretive Day One

Combined Lumos/Clarity Fiber Footprint

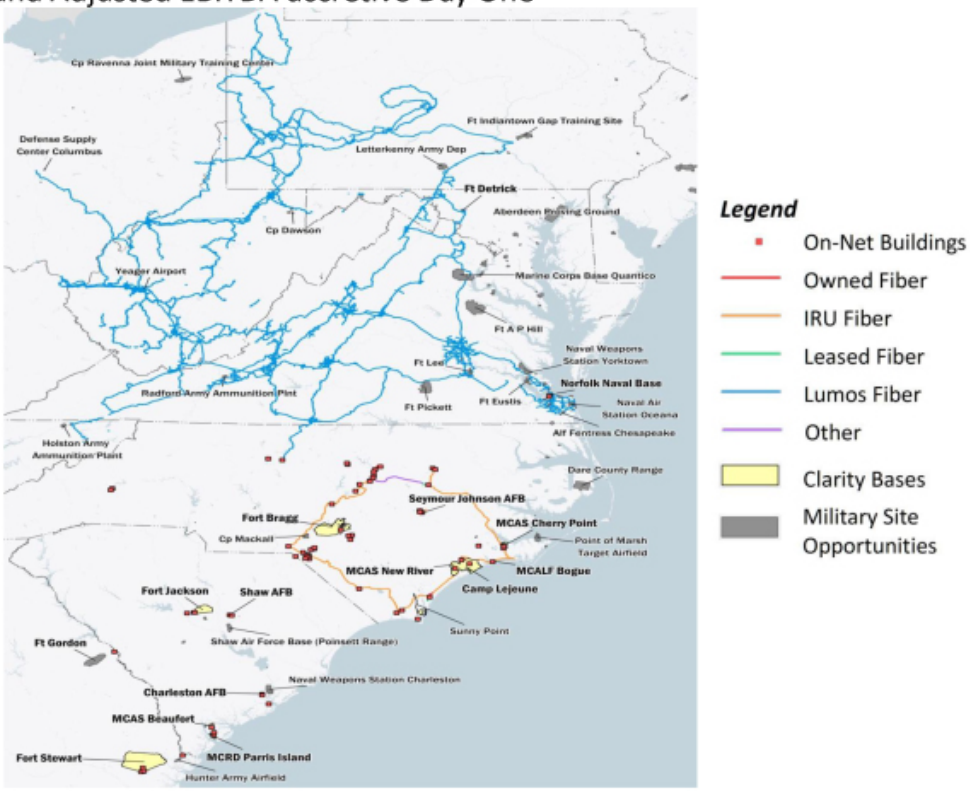


Exhibit D