UNITED STATES OF AMERICA
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2023

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from_____ to _____

Commission File No.: 000-09881

SHENANDOAH TELECOMMUNICATIONS COMPANY

(Exact name of registrant as specified in its charter)

Virginia	**54-1162807**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

500 Shentel Way, Edinburg, Virginia 22824
(Address of principal executive offices) (Zip Code)
(540) 984-4141 (Registrant's telephone number, including area code)

SECURITIES REGISTERED PURSUANT TO SECTION 12(B) OF THE ACT:

Common Stock (No Par Value)	SHEN	NASDAQ Global Select Market	50,272,192
(Title of Class)	(Trading Symbol)	(Name of Exchange on which Registered)	(The number of shares of the registrant's common stock outstanding on February 14, 2024)

SECURITIES REGISTERED PURSUANT TO SECTION 12(G) OF THE ACT: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐
Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒
Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐
Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.
Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐
If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐
Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes ☒ No ☐
If securities are registered pursuant to Section 12(b) of the Exchange Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐
Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐
Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒
The aggregate market value of the registrant's voting stock held by non-affiliates of the registrant at June 30, 2023 based on the closing price of such stock on the Nasdaq Global Select Market on such date was approximately $0.7 billion.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement relating to its 2024 annual meeting of shareholders (the "2024 Proxy Statement") are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. The 2024 Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

Auditor Name:	RSM US LLP	Auditor Location:	Boston, Massachusetts	Auditor Firm ID:	49

SHENANDOAH TELECOMMUNICATIONS COMPANY

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PART I

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS:

This annual report includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), regarding, among other things, our plans, strategies and prospects, both business and financial including, without limitation, the forward-looking statements set forth in Part I. Item 1, under the heading "Business" and in Part II. Item 7, under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this annual report. Although we believe that our plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions, including, without limitation, the factors described in Part I. Item 1A, under "Risk Factors" and in Part II. Item 7, under the heading, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this annual report. Many of the forward-looking statements contained in this annual report may be identified by the use of forward-looking words such as "believe," "expect," "anticipate," "should," "planned," "will," "may," "intend," "estimated," "aim," "on track," "target," "opportunity," "tentative," "positioning," "designed," "create," "predict," "project," "initiatives," "seek," "would," "could," "continue," "ongoing," "upside," "increases" and "potential," among others. Important factors that could cause actual results to differ materially from the forward-looking statements we make in this annual report are set forth in this annual report and in other reports or documents that we file from time to time with the U.S. Securities and Exchange Commission ("SEC"), and include, but are not limited to:

- our ability to sustain and grow revenues and cash flow from operations by offering broadband internet, video, voice, cell tower space, fiber optic network services and other services to residential and commercial customers, to adequately meet the customer demands in our service areas and to maintain and grow our customer base, particularly in the face of increasingly aggressive competition, the need for innovation and the related capital expenditures;
- the impact of competition from other market participants, including but not limited to fiber to the home ("FTTH") providers, incumbent telephone companies, direct broadcast satellite operators, wireless broadband and telephone providers, digital subscriber line ("DSL") providers, incumbent cable providers, video provided over the Internet by (i) market participants that have not historically competed in the multichannel video business, (ii) traditional multichannel video distributors, and (iii) content providers that have historically licensed cable networks to multichannel video distributors, and providers of advertising over the Internet;
- the availability of cash on hand and access to capital to fund the growth of capital expenditures needed to execute our business plan;
- our ability to develop and deploy new products and technologies including mobile products and any other consumer services and service platforms;
- our ability to obtain programming at reasonable prices or to raise prices to offset, in whole or in part, the effects of higher programming costs;
- natural disasters, pandemics and outbreaks of contagious diseases and other adverse public health developments, such as COVID-19;
- any events that disrupt our networks, information systems or properties and impair our operating activities or our reputation;
- the ability to acquire fiber optic cable, consumer premise equipment, and other materials and equipment in a timely manner needed to expand our network and customer base and maintain our current operations;
- the ability to retain and hire key personnel;
- the ability to obtain the required regulatory approvals and satisfy the closing conditions required for the Company's expected purchase of Horizon Acquisition Parent LLC (the "Horizon Transaction");
- the closing of the Horizon Transaction may not occur on time or at all;
- the expected savings and synergies from the Horizon Transaction may not be realized or may take longer or cost more than expected to realize;
- our ability to comply with all covenants in our credit facility, any violation of which, if not cured in a timely manner, could trigger an event of default; and
- general business conditions, inflation, economic uncertainty or downturn, unemployment levels and the level of activity in the housing sector.

All forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by this cautionary statement. We are under no duty or obligation to update any of the forward-looking statements after the date of this annual report.

Unless we indicate otherwise, references in this report to “we,” “us,” “our,” “Shentel” and “the Company” means Shenandoah Telecommunications Company and its subsidiaries.

ITEM 1. **BUSINESS**

Our Company

Shenandoah Telecommunications Company and its subsidiaries ("Shentel", "we", "our", "us", or the "Company"), provide broadband services through its high speed, state-of-the-art fiber-optic and cable networks to customers in the Mid-Atlantic United States. The Company's services include: broadband internet, video and voice; fiber-optic Ethernet, wavelength and leasing; and tower colocation leasing. The Company owns an extensive regional network with approximately 9,900 route miles of fiber and 219 macro cellular towers. For more information, please visit www.shentel.com.

Pending Acquisition of Horizon Acquisition Parent LLC

On October 24, 2023, Shentel entered into a definitive agreement to acquire 100% of the equity interests in Horizon Acquisition Parent LLC ("Horizon") for $385 million (the "Horizon Transaction"). Consideration will consist of $305 million in cash and $80 million of Shentel common stock. Horizon is a leading commercial fiber provider in Ohio and adjacent states serving national wireless providers, carriers, enterprises, and government, education and healthcare customers. Based in Chillicothe, Ohio, Horizon was founded in 1895 as the incumbent local exchange carrier in Ross County, Ohio and rapidly expanded its fiber network over the past 14 years. Most recently, Horizon has pursued a strategy of investing in FTTH in tier 3 & 4 markets in Ohio.

The description of the Company's business set forth below reflects the operations of the Company prior to the completion of the Horizon Transaction.

Description of Business

Broadband Reporting Segment

Our Broadband segment provides broadband internet, video and voice services to residential and commercial customers in portions of Virginia, West Virginia, Maryland, Pennsylvania and Kentucky, via fiber optics under the brand name of Glo Fiber and hybrid fiber coaxial cable under the brand name of Shentel. The Broadband segment also leases dark fiber and provides Ethernet and wavelength fiber optic services to enterprise and wholesale customers throughout the entirety of our service area under the brand name of Glo Fiber Business. The Broadband segment also provides voice and digital subscriber line ("DSL") telephone services to customers in Virginia's Shenandoah County and portions of adjacent counties as a Rural Local Exchange Carrier ("RLEC"). These integrated networks are connected by approximately 9,900 route miles of fiber. The Broadband segment served 235,298 Revenue Generating Units ("RGUs") at December 31, 2023, representing an increase of 6.5%, from December 31, 2022.

Tower Reporting Segment

Our Tower segment owns 219 macro cellular towers and leases colocation space on the towers to wireless communications providers. Substantially all of our owned towers are built on ground that we lease from the respective landlords.

Competition

Broadband competition

As the incumbent cable provider passing approximately 216,000 homes and businesses, we compete directly against the incumbent local telephone companies that provide data and voice services over hybrid fiber and copper-based networks as well as broadband overbuilder providers that provide data, voice, and video services over hybrid coaxial cable or fiber optic networks. Approximately 17% of our incumbent cable passings compete with a wireline broadband competitor. In addition, we compete with fixed wireless broadband services and indirectly with wireless substitution as the bandwidth speeds from wireless providers have increased with network upgrades to 5th generation technology. Our Glo Fiber FTTH service passes approximately 234,000 homes and competes against the incumbent local telephone companies' DSL and voice services via hybrid fiber and copper-based networks and the incumbent cable companies' broadband service utilizing hybrid fiber-coaxial cable networks.

Competition is also intense and growing in the market for video services. Cable television systems are operated under non-exclusive franchises granted by local authorities, which may result in more than one operator providing video services in a particular market. Incumbent cable television companies, which have historically provided video service, also face competition from direct broadcast satellite providers such as Dish and DirecTV and on-line video services, such as Netflix, YouTube TV, Hulu, Disney and Amazon. Our ability to compete effectively with our competitors in video will depend, in part, on price, content cost and variety, service quality and the convenience of our service offerings.

A continuing trend toward consolidation, mergers, acquisitions and strategic alliances in the telecommunications industry could also increase the level of competition we face by further strengthening of our competitors.

Tower competition

We compete with other public tower companies, such as American Tower Co., Crown Castle International Corp., SBA Communications Corp., and private tower companies, private equity sponsored firms, carrier-affiliated tower companies, and owners of other alternative structures. We believe that zoning approval of site location and capacity, price, and leasing terms have been, and will continue to be, significant competitive factors affecting owners, operators and managers of communications sites.

Regulation

Our operations are subject to regulation by the Federal Communications Commission ("FCC"), the Virginia State Corporation Commission ("VSCC"), the West Virginia Public Service Commission, the Maryland Public Service Commission, the Pennsylvania Public Utility Commission, the Kentucky Public Service Commission and other federal, state, and local governmental agencies. The laws governing these agencies, and the regulations and policies that they administer, are subject to constant review and revision, and some of these changes could have material impacts on our revenues and expenses.

Regulation of Broadband Internet and Cable Video Services

We provide broadband internet, video, voice and fiber services to residential and business customers in franchise areas covering portions of Virginia, West Virginia, Maryland, central Pennsylvania and eastern Kentucky.

The provision of cable service generally is subject to regulation by the FCC, and cable operators typically also must comply with the terms of the franchise agreement between the cable operator and the state or local franchising authority. Some states, including Virginia and West Virginia, have enacted regulations and franchise provisions that also can affect certain aspects of a cable operator's operations. Our business may be significantly impacted by changes to the existing regulatory framework, whether caused by legislation or administrative or judicial actions.

The FCC originally classified broadband Internet access services, such as those we offer, as an information service, which by law exempts the service from traditional common carrier communications laws and regulations. In 2015, the FCC determined that broadband Internet access services, such as those we offer, were a form of telecommunications service under the Communications Act of 1934, as amended (the "Communications Act"), and, on that basis, imposed rules (commonly referred to as "Net Neutrality" rules) banning service providers from blocking access to lawful content, restricting data rates for downloading lawful content, prohibiting the attachment of non-harmful devices, giving special transmission priority to affiliates and offering third parties the ability to pay for priority routing. The 2015 Net Neutrality rules also imposed a transparency requirement, i.e., an obligation to disclose all material terms and conditions of our service to consumers.

In 2017, the FCC adopted an order repudiating its treatment of broadband as a telecommunications service, reclassifying broadband as an information service, and eliminating the 2015 Net Neutrality rules other than the transparency requirement, which the FCC eased in significant ways. The FCC also ruled that state regulators may not impose obligations similar to federal obligations that the FCC removed. In 2019, the U.S. Court of Appeals for the District of Columbia upheld the information service reclassification, but vacated the FCC's blanket prohibition of state utility regulation of broadband services. The court left open the possibility that individual state laws could still be deemed preempted on a case-by-case basis if it is shown that they conflict with federal law. In October 2020, the FCC, responding to the court's remand order, issued a further decision clarifying certain aspects of its earlier order. In this decision, the FCC reclassified broadband internet access service as an unregulated information service,

thus eliminating all federal regulatory "network neutrality" obligations beyond requiring broadband providers to accurately disclose network management practices, performance, and commercial terms of service. These issues may be revisited by the FCC in the current or future administrations.

At the same time, several states (including California, but not states in which we operate) have adopted state obligations replacing the Internet access ("Net Neutrality" type) obligations that the FCC removed, and we expect that additional states will consider the imposition of new regulations on Internet services like those that we offer. For example, New York adopted legislation that would have required Internet service providers to offer a discounted Internet service to qualifying low-income consumers, but a federal district judge enjoined enforcement as likely to be deemed rate regulation of Internet service that would be preempted by federal law. Other state laws and regulations may be adopted in the future, and have been proposed in states in which we operate, but will likely be subject to legal challenges. California's legislation has been challenged in court. We cannot predict how any such state legislation and court challenges will be resolved. Various governmental jurisdictions are also considering additional regulations in these and other areas, such as privacy, pricing, service and product quality, imposition of local franchise fees on Internet-related revenue and taxation. The adoption of new Internet regulations or the adaptation of existing laws to the Internet, including potential liability for the infringing activities of Internet subscribers, could adversely affect our business.

Moreover, irrespective of these cases, and as demonstrated by the FCC's inconsistent positions over time, it is possible that the FCC might further revise its approach to broadband Internet access in the future, or that Congress might enact legislation affecting the rules applicable to the service. In October 2023, the FCC adopted a Notice of Proposed Rulemaking that proposes to reclassify broadband internet service as a telecommunications service and reinstate Net Neutrality rules.

As the Internet has matured, it has become the subject of increasing regulatory interest. Congress and Federal regulators have adopted a wide range of measures directly or potentially affecting Internet use. The adoption of new Internet regulations or policies could adversely affect our business.

On January 29, 2015, the FCC, in a nation-wide proceeding evaluating whether advanced broadband is being deployed in a reasonable and timely fashion, increased the minimum connection speeds required to qualify as advanced broadband service to 25 Mbps for downloads and 3 Mbps for uploads. As a result, the FCC concluded that advanced broadband was not being sufficiently deployed and initiated a new inquiry into what steps it might take to encourage broadband deployment. This action may lead the FCC to adopt additional measures affecting our broadband business. The FCC has ongoing proceedings to allocate additional spectrum for advanced wireless service, which could provide additional wireless competition to our broadband business.

Federal and state governments have launched numerous programs to provide subsidies for the construction of high-speed broadband facilities to homes that do not have access to broadband service of 25 Mbps for downloads and 3 Mbps for uploads, including federal funding from the American Rescue Plan Act, the Coronavirus Aid, Relief, and Economic Security Act and the FCC's Rural Digital Opportunities Fund, and state programs such as the Virginia Telecommunications Initiative ("VATI"), Maryland Network Infrastructure Grant Program and West Virginia Broadband Development Fund.

On January 30, 2020, the FCC adopted an order approving the Rural Digital Opportunity Fund to disburse $20.4 billion over the course of 10 years to subsidize the deployment of networks for the provision of high-speed broadband internet access and voice services in unserved areas via a reverse auction, some of which may be directed to competitive providers in some of the states in which we operate. We prevailed as a winning bidder in the auction for certain areas with a grant of $0.9 million to serve approximately 900 unserved homes. The Company began fulfilling its obligation during 2023 and expects to complete that process by the end of 2025.

In 2021, Congress passed the American Rescue Plan Act to subsidize the deployment of high-speed broadband internet access in unserved areas. We were awarded approximately $85.8 million in grants to serve approximately 25,000 unserved homes in the states of Virginia, West Virginia and Maryland. The grants will be paid to the Company as certain milestones are completed. The Company began fulfilling its obligation in during 2023 and expects to complete that process by the end of 2026.

In November 2021, Congress passed the Infrastructure Investment and Jobs Act that will provide an additional $42.5 billion to states to fund broadband construction and adoption programs that prioritize the expansion of high-speed broadband to unserved homes across the country.

With the influx of government grants now available to subsidize broadband FTTH construction to unserved areas, we ceased our Beam fixed wireless network, operations and services in 2022 as it was not designed to compete against the faster broadband services offered by fiber networks. We incurred $12.4 million in impairment, accelerated depreciation and restructuring charges in 2022 as a result.

Pricing and Packaging. Our video and broadband internet services are not subject to rate regulation. In December 2020, these services became subject to a federal law requiring itemization of certain charges in notices and invoices to customers, and we must also comply with generally-applicable marketing and advertising requirements. Congress and the FCC from time to time have considered imposing new pricing, packaging and consumer protection restrictions on cable operators. We cannot predict whether or when any such new marketing restrictions may be imposed on us or what effect they would have on our ability to provide cable service.

Must-Carry/Retransmission Consent. Local broadcast television stations can require a cable operator to carry their signals pursuant to federal "must-carry" requirements. Alternatively, local television stations may require that a cable operator obtain "retransmission consent" for carriage of the station's signal, which can enable a popular local television station to obtain concessions from the cable operator for the right to carry the station's signal. Although some local television stations today are carried by cable operators under the must-carry obligation, popular broadcast network affiliated stations, such as ABC, CBS, FOX, CW and NBC, typically are carried pursuant to retransmission consent agreements. The retransmission consent costs charged by broadcast networks affiliate stations have increased dramatically over the past decade. We cannot predict the extent to which such retransmission consent costs may increase in the future or the effect such cost increases may have on our ability to provide cable service.

Copyright Fees. Cable operators pay compulsory copyright fees, in addition to possible retransmission consent fees, to retransmit broadcast programming. Although the cable compulsory copyright license has been in place for more than 45 years, there have been legislative and regulatory proposals to modify or even replace the compulsory license with privately negotiated licenses. We cannot predict whether such proposals will be enacted and how they might affect our business.

Programming Costs. Non-broadcast channels (including satellite-delivered cable programming, such as ESPN, HBO and the Discovery Channel) are not subject to must-carry/retransmission consent regulations or a compulsory copyright license. The Company negotiates directly or through the National Cable Television Cooperative with these cable programmers for the right to carry their programming. The cost of acquiring the right to carry cable programming can increase as programmers demand rate increases and we cannot predict the extent to which any potential costs may impact our business.

Franchise Matters. Cable and FTTH operators generally must apply for and obtain non-exclusive franchises from local or state franchising authorities before providing video and data services. The terms and conditions of franchises vary among jurisdictions, but franchises generally last for a fixed term and are subject to renewal, require the cable operator to collect a franchise fee of 5% of the cable operator's gross revenue from video services, and contain certain service quality and customer service obligations. We believe that our ability to obtain franchises or our franchise renewal prospects are generally favorable, but we cannot guarantee the initial franchise award or future renewal of any individual franchise. A significant number of states today have processes in place for obtaining state-wide franchises. In addition, from time to time legislation and regulation are introduced in Congress, the FCC and in various states, including those in which we provide some form of video or data service, that would modify franchising processes, potentially lowering barriers to entry and increasing competition in the marketplace for video services. The states in which we currently operate largely leave franchising responsibility in the hands of local municipalities and counties, but these states govern the local government entities' awards of such franchises and their conduct of franchise negotiations. We cannot predict the extent to which these rules and other developments will accelerate the pace of new entry into the video or data market or the effect, if any, they may have on our FTTH and cable operations.

Federal law imposes a 5% cap on franchise fees. In 2019, the FCC clarified that the value of in-kind contribution requirements set forth in cable franchises (such as channel capacity set aside for public, educational and governmental ("PEG") use or free cable service to public buildings) is subject to the statutory cap on franchise fees, and it reaffirmed that state and local authorities are barred from imposing franchise fees on cable systems providing non-cable services such as Internet services. Those rules were upheld by a federal court in 2021, but the court limited the amount of the in-kind franchise fee contribution credit to the operator's marginal costs rather than its market valuation.

Pole Attachments. The Communications Act requires investor-owned ("IO") utilities and telecommunications carriers to provide cable systems with access to poles and conduits and simultaneously subjects the rates, terms and conditions of access to either federal or state regulation. The FCC rules do not directly affect pole attachment rates in states that self-regulate (rather than allow the FCC to regulate) pole rates, but many of those states have substantially the same rate for cable and telecommunications attachments. Kentucky, Pennsylvania and West Virginia, three states in which we operate, self-regulate IO pole attachments, but do so using essentially the same rate formula and other pole attachment rules as the FCC. The FCC pole attachment rules also do not govern government or cooperatively owned utilities. States, however, are free to regulate such utilities and some do. Of the states in which Shentel operates, Virginia and Kentucky currently regulate cooperatively owned pole attachments. In addition, the FCC has interpreted another federal law governing state and local regulation of public rights of way to impose cost-based limitations on what government entities may charge for pole attachments.

In 2018, the FCC adopted rules to permit a "one-touch" make-ready process for poles subject to its jurisdiction. The "one touch" make-ready rules allow new attachers to alter certain components of existing attachments for "simple make-ready" (i.e. where the alteration of existing attachments does not involve a reasonable expectation of a service outage, splicing, pole replacement or relocation of a wireless attachment). The rules are intended to promote broadband deployment and competition by facilitating competing communications providers' service deployment. Certain aspects of the rules are still pending reconsideration at the FCC. Other aspects were upheld against challenge by the United States Court of Appeals for the Ninth Circuit. Although Kentucky, West Virginia and Pennsylvania self-regulate, each of these states has adopted the FCC's "one touch" make-ready rules.

Privacy. The Company is subject to various federal and state laws intended to protect the privacy of end-users who subscribe to the Company's services. For example, the Communications Act, limits our ability to collect, use and disclose customers' personally identifiable information for our cable television/video, voice and Internet services. We are subject to additional federal, state and local laws and regulations that impose additional restrictions on the collection, use and disclosure of consumer information. Further, the FCC, the Federal Trade Commission ("FTC") and many states regulate and restrict the marketing practices of communications service providers, including telemarketing and sending unsolicited commercial emails. The FCC also has regulations that place restrictions on the permissible uses that we can make of customer-specific information, known as Customer Proprietary Network Information ("CPNI"), received from telecommunications service subscribers, and that govern procedures for release of such information in order to prevent identity theft schemes. Other laws impose criminal and other penalties for the violation of certain CPNI requirements and related privacy protections. The FCC or other regulators may expand these duties. For example, the FCC is currently considering a proposal to expand the CPNI breach reporting obligations for VoIP and telecommunications providers.

As a result of the FCC's December 2017 decision, discussed above, to reclassify broadband Internet access service as an "information service," the FTC has the authority to enforce against unfair or deceptive acts and practices, to protect the privacy of Internet service customers, including our use and disclosure of certain customer information.

Many states and local authorities have considered legislative or other actions that would impose additional restrictions on our ability to collect, use and disclose certain information. California's Consumer Privacy Act ("CCPA") and associated regulations, which became effective in 2020, and the California Privacy Rights Act, which amended the CCPA and became effective in January 2023, under certain circumstances regulate the collection, use, retention, sale and disclosure of the personal information of California consumers, grants California consumers certain rights to, among other things, access, correct and delete data about them in certain circumstances, and authorizes enforcement actions by the California Attorney General, the new California Privacy Protection Agency, and certain limited private class actions. Compliance with the CCPA may increase the cost of providing our services to customers who may be residents in California and increase our litigation exposure. In 2020, Virginia enacted a new consumer privacy law. Companies were required to come into compliance by January 2023. The Virginia privacy law imposes requirements on companies, like Shentel, regarding the handling of consumer data, including a requirement to conduct data protection impact assessments; obtain opt-in consent from consumers to use sensitive personal information; and allow consumers to access, delete, correct and port their data, among other things. Shentel's operations continue to be in compliance with the law as of December 31, 2023. In 2021, Colorado enacted the Colorado Privacy Act, modeled largely after its predecessor in Virginia and in part after the CCPA, which went into effect on July 1, 2023. We expect federal and state efforts to regulate online privacy, data security and cybersecurity to continue in 2024. We cannot predict whether any of these efforts will be successful, or how new legislation and regulations, if any, would affect our business. These efforts have the potential to create a patchwork of differing and/or conflicting state and/or federal regulations, and to increase the cost of providing our services.

In addition, restrictions exist, and new restrictions are considered from time to time by Congress, federal agencies and states, on the extent to which customers may receive unsolicited telemarketing calls, text messages, junk e-mail or spam. Congress, federal agencies and certain states also are considering, and may in the future consider imposing, additional requirements on entities that possess consumer information to protect the privacy of consumers. The Company is required to file an annual certification of compliance with the FCC's CPNI rules. Complying with these requirements may impose costs on the Company or compel the Company to alter the way it provides or promotes its services.

Accessibility. The FCC imposes obligations on multi-channel video programming distributors ("MVPDs"), intended to ensure that individuals with disabilities are able to access and use video programming services and equipment. FCC rules require video programming delivered on MVPD systems to be closed captioned unless exempt and require MVPDs to pass through captions to consumers and to take all steps needed to monitor and maintain equipment to ensure that captioning reaches the consumer intact. Video programming delivered over the Internet must be captioned if it was delivered previously on television with captions. An MVPD must also pass through audio description provided in broadcast and non-broadcast programming if it has the technical capability to do so, unless it is using the required technology for another purpose. FCC rules also require MVPDs to ensure that critical details about emergencies conveyed in video programming are accessible to persons with disabilities, and that video programming guides are accessible to persons who are blind or visually impaired. We cannot predict if or when additional changes will be made to the current FCC accessibility rules, or whether and how such changes will affect us.

Voice over Internet Protocol "VoIP" Services. We provide voice communications services over our cable and fiber networks utilizing interconnected VoIP technology and service arrangements. Although similar to telephone service in some ways, our VoIP service arrangement utilizes different technology and is subject to many of the same rules and regulations applicable to traditional telephone service. The FCC order adopted on October 27, 2011 established rules governing intercarrier compensation payments for the origination and termination of telephone traffic between carriers and VoIP providers. In May 2014, the United States Court of Appeals for the Tenth Circuit upheld the FCC order reducing intercarrier compensation payments. The rules have substantially decreased intercarrier compensation payments we may have otherwise received over a multi-year period. The decreases over the multi-year transition have affected both the amounts that we pay to telecommunications carriers and the amounts that we receive from other carriers. The schedule and magnitude of these decreases, however, has varied depending on the nature of the carriers and the telephone traffic at issue. These changes have had a negative impact on our revenues for voice services at particular times over this multi-year period.

Further regulatory changes are being considered that could impact our VoIP service. The FCC and state regulatory authorities have considered, for example, whether certain common carrier regulations traditionally applied to incumbent local exchange carriers (including RLECs) should be modified or reduced, and the extent to which common carrier requirements should be extended to VoIP providers. The FCC has required VoIP providers to comply with several regulations that apply to other telephone services, including 911 emergency services, the Communications Assistance for Law Enforcement Act ("CALEA"), Universal Service Fund ("USF") contribution, customer privacy and CPNI issues, number portability, network outage, rural call completion, disability access, battery backup, robocall mitigation, regulatory fees and discontinuance of service. We cannot predict whether the FCC will impose additional obligations on our VoIP services in the future.

Our VoIP telephone services are also subject to certain state and local regulatory fees such as E911 fees and contributions to state universal service funds. Although we believe that VoIP telephone services should otherwise be governed only by federal regulation, some states have attempted to subject cable VoIP services to state level regulation. In March 2007, a federal appeals court affirmed the FCC's decision concerning federal regulation of certain VoIP services, but declined to specifically find that VoIP service provided by cable companies, such as we provide, should be regulated only at the federal level. As a result, certain states, including West Virginia, began proceedings to subject cable VoIP services to state-level regulation. Although the West Virginia proceeding concluded without any new state-level regulation, it is difficult to predict whether it, or other state regulators, will continue to attempt to regulate our VoIP service. Some other state attempts to regulate VoIP have been blocked by federal courts on the basis of the FCC's preemption of certain state regulations or on the basis that VoIP services are information services, but as with Internet services, there is uncertainty as to the extent to which courts will preempt state regulation in the future.

We have registered with, or obtained certificates or authorizations from, the FCC and the state regulatory authorities in those states in which we offer competitive voice services in order to ensure the continuity of our services and to maintain needed network interconnection arrangements. Further, it is also unclear whether and how these and other ongoing regulatory matters ultimately will be resolved.

Other Issues. Our ability to provide video service may be affected by a wide range of additional regulatory and related issues, including FCC regulations pertaining to licensing of systems and facilities, set-top boxes, equipment compatibility, program exclusivity blackouts, commercial leased access of video channels by unaffiliated third parties, advertising, maintenance of online public files, accessibility to persons with disabilities, emergency alerts, equal employment opportunity, privacy, consumer protection, and technical standards. Further, the FCC recently adopted a plan to reallocate for other purposes certain spectrum currently used by satellite providers to deliver video programming to individual cable systems, which could be disruptive to the satellite video delivery platform we rely upon to provide our video services. We cannot predict the nature and pace of these and other developments or the effect they may have on our operations.

Regulation of Shenandoah Telephone Company ("Shenandoah Telephone")

State Regulation. Shenandoah Telephone Company is a RLEC serving Shenandoah County, Virginia and portions of the Virginia counties of Rockingham, Frederick, and Augusta. Shenandoah Telephone's rates for local exchange service, intrastate toll service and intrastate access charges are subject to the approval of the VSCC. The VSCC also establishes and oversees implementation of certain provisions of the federal and state telecommunications laws, including interconnection requirements, promotion of competition, and consumer protection standards. The VSCC also regulates rates, service areas, service standards, accounting methods, affiliated transactions and certain other financial transactions. Pursuant to the FCC's October 27, 2011 order adopting comprehensive reforms to the federal intercarrier compensation and universal service policies and rules (as discussed above and further below), the FCC preempted state regulatory commissions' jurisdiction over all terminating access charges, including intrastate terminating access charges, which historically have been within the states' jurisdiction. However, the FCC vested in the states the obligation to monitor the tariffing of intrastate rate reductions for a transition period, to oversee interconnection negotiations and arbitrations, and to determine the network edge, subject to FCC guidance, for purposes of the new "bill-and-keep" framework. A federal appeals court has affirmed the decision. The outcome of those further challenges could modify or delay the effectiveness of the FCC's rule changes. In 2017 the FCC initiated a further proceeding to consider whether additional changes to interconnection obligations are needed, including how and where companies interconnect their networks with the networks of other providers. Although we are unable to predict the ultimate effect that the FCC's order will have on the state regulatory landscape or our operations, the rules may decrease or eliminate revenue sources or otherwise limit our ability to recover the full value of our network assets.

Interconnection. Federal law and FCC regulations impose certain obligations on incumbent local exchange carriers (including RLECs) to interconnect their networks with other telecommunications providers (either directly or indirectly) and to enter into interconnection agreements with certain types of telecommunications providers. Interconnection agreements typically are negotiated on a statewide basis and are subject to state approval. If an agreement cannot be reached, parties to interconnection negotiations can submit unresolved issues to federal or state regulators for arbitration. Disputes regarding intercarrier compensation can be brought in a number of forums (depending on the nature and jurisdiction of the dispute) including state public utility commissions ("PUCs"), the FCC, and the courts. The Company is working to resolve routine interconnection and intercarrier compensation-related disputes concerning the volume of traffic exchanged between the Company and third parties, appropriate access rates, and terms for the origination and termination of traffic on third-party networks.

Regulation of Intercarrier Compensation. Shenandoah Telephone participates in the access revenue pools administered by the FCC-supervised National Exchange Carrier Association ("NECA"), which collects and distributes the revenues from interstate access charges that long-distance carriers pay us for originating and terminating interstate calls over our network. Shenandoah Telephone also participates in some NECA tariffs that govern the rates, terms and conditions of our interstate access offerings. Some of those tariffs are under review by the FCC, and we may be obligated to refund affected access charges collected in the past or in the future if the FCC ultimately finds that the tariffed rates were unreasonable. We cannot predict whether, when and to what extent such refunds may be due.

On October 27, 2011, the FCC adopted a number of broad changes to the intercarrier compensation rules governing the interstate access rates charged by small-to-mid-sized RLECs such as Shenandoah Telephone that have had a

material impact on our revenues. For example, the FCC adopted a national "bill-and-keep" framework, which will result in substantial reductions in the access charges paid by long distance carriers and other interconnecting carriers, possibly to zero, accompanied by increases to the subscriber line charges paid by business and residential end users. In addition, the FCC has changed some of the rules that determine what compensation voice service providers, including but not limited to wireless carriers, competitive local exchange carriers, VoIP providers and providers of other Internet-enabled services, should pay and receive for originating and terminating traffic that is interconnected with RLEC networks.

The VSCC has jurisdiction over local telephone companies' intrastate intercarrier compensation rates, and has indicated in the past that it might open a generic proceeding on the rates charged for intrastate access, although the scope and likelihood of such a proceeding is unclear in light of the FCC's overhaul of the intercarrier compensation rules (discussed above), which affect states' jurisdiction over intrastate access charges.

Universal Service Fund ("USF"). Shenandoah Telephone receives disbursements from the federal USF. In October 2011, the FCC adopted comprehensive changes to the universal service program. Some of the FCC's reforms impact the rules that govern disbursements from the USF to RLECs such as Shenandoah Telephone, and to other providers. These rules have resulted in a substantial decrease in intercarrier compensation payments over a multi-year period. The Company is not able to predict if or when additional changes will be made to the USF, or whether and how such changes would affect the extent of our total federal universal service assessments, the amounts we receive, or our ability to recover costs associated with the USF.

If the Universal Service Administrative Company ("USAC") were required to account for the USF program in accordance with generally accepted accounting principles for federal agencies under the Anti-Deficiency Act (the "ADA"), it could cause delays in USF payments to fund recipients and significantly increase the amount of USF contribution payments charged to wireline and wireless consumers. Each year since 2004, Congress has adopted short-term exemptions for the USAC from the ADA. Congress has from time to time considered adopting a longer term exemption for the USAC from the ADA, but we cannot predict whether any such exemption will be adopted or the effect it may have on the Company.

In 2012, the FCC released an order making substantial changes to the rules and regulations governing the federal USF Lifeline Program, which provides discounted telephone services to low income consumers. The order imposes greater recordkeeping and reporting obligations, and generally subjects providers of Lifeline-supported services to greater oversight. In 2016, the FCC released a second substantial Lifeline order that amended the program to provide support for broadband services and phase out support for voice services. Included among the new rules was a requirement that any eligible telecommunications carrier ("ETC") which offered broadband service, on its own or through an affiliate, must also offer Lifeline-supported broadband service. Due to this requirement, our Company began offering Lifeline-supported broadband in areas where it operates as an ETC. In 2017, the FCC released a Lifeline order that included clarifications to the 2016 Lifeline order and proposed reforms aimed at improving program integrity. As a result of our Company providing Lifeline-supported services, we are subject to increased reporting and recordkeeping requirements, and could be subject to increased regulatory oversight, investigations or audits.

In May 2021, the FCC introduced the temporary Emergency Broadband Benefit ("EBB") program to help qualifying disadvantaged households pay for Internet service. The EBB program provided a subsidy of up to $50 per month toward Internet service to the service provider for most eligible low-income households that elect the benefit and demonstrate their qualification. Congress extended this benefit through the new Affordable Connectivity Program ("ACP") that in 2022 replaced EBB with a $30 subsidy for service provided to most of the same consumers. ACP is expected to end in 2024 unless Congress passes legislation to increase the funding to support this program. If ACP ends, the Company's eligible subscribers may not be able to afford broadband service which could reduce our revenues. These programs are beneficial to participating service providers by increasing the number of customers who can afford and pay for Internet services. At the same time, participation entails some risk because subsidies will not be received if the customer switches to another provider or if the service provider does not fulfill all program requirements. Non-participation would make it more difficult to compete as effectively for business from low-income consumers. The FCC, USAC and other authorities have conducted, and in the future are expected to continue to conduct, more extensive audits of USF support recipients, as well as other heightened oversight activities. The impact of these activities on the Company, if any, is uncertain.

Other Regulatory Obligations. Shenandoah Telephone is subject to requirements relating to CPNI, CALEA implementation, interconnection, access to rights of way, number portability, number pooling, accessibility of telecommunications for those with disabilities, robocalls mitigation and protection for consumer privacy.

The FCC and other authorities continue to consider policies to encourage nationwide advanced broadband infrastructure development. For example, the FCC has largely deregulated DSL and other broadband services offered by RLECs. Such changes benefit our RLEC, but could make it more difficult for us (or for NECA) to tariff and pool DSL costs. Broadband networks and services are subject to CALEA rules, network management disclosure and prohibitions, requirements relating to consumer privacy, and other regulatory mandates.

911 Services. We are subject to FCC rules that require telecommunications carriers to make emergency 911 services available to their subscribers, including enhanced 911 services that convey the caller's telephone number and detailed location information to emergency responders. As a 911 service provider that serves a public safety answering point (a "PSAP") or other local emergency responder, we must take reasonable measures to ensure 911 circuit diversity, availability of backup power at central offices that directly serve PSAPs, and diversity of network monitoring links. Further, as a service provider offering multiline telephone system solutions to business and enterprise customers we must take certain additional actions to ensure emergency responders can properly respond to 911 calls, such as the delivery of specific location information and notices.

Long Distance Services. We offer long distance service to our customers through our subsidiary, Shenandoah Cable Television, LLC. Our long distance rates are not subject to FCC regulation, but we are required to offer long distance service through a subsidiary other than Shenandoah Telephone, to disclose our long distance rates on a website, to maintain geographically averaged rates, to pay contributions to the USF and make other mandatory payments based on our long-distance revenues, and to comply with other filing and regulatory requirements, including enhanced recordkeeping and quarterly reporting obligations and being subject to greater oversight. In November 2013, the FCC issued an order imposing greater recordkeeping and reporting obligations on certain long distance providers delivering calls to rural areas. The order imposes greater recordkeeping and quarterly reporting obligations on such providers, and generally subjects such providers to greater oversight.

Regulation of Our Other Services

Transfers, Assignments and Changes of Control of Spectrum Licenses. The FCC must give prior approval to the assignment of ownership or control of a spectrum license, as well as transfers involving substantial changes in such ownership or control. The FCC also requires licensees to maintain effective working control over their licenses.

Spectrum licenses are typically granted for ten-year terms. Our spectrum licenses for our service area are scheduled to expire on various dates. Spectrum licensees have an expectation of license renewal if they can satisfy three "safe harbor" certifications which, if made, will result in routine processing and grant of the license renewal application. Those certifications require the licensee to certify that it has satisfied any ongoing provision of service requirements applicable to the spectrum license, that it has not permanently discontinued operations (defined as 180 days continuously off the air), and that it has substantially complied with applicable rules and policies. If for some reason a licensee cannot meet these safe harbor requirements, it can file a detailed renewal showing based on the actual service provided by the station.

Construction and Operation of Tower Facilities. The construction of new towers, and in some cases the modification of existing towers, may be subject to environmental review pursuant to the National Environmental Policy Act of 1969 ("NEPA"), which requires federal agencies to evaluate the environmental impacts of their decisions under some circumstances. FCC regulations implementing NEPA place responsibility on each applicant to investigate any potential environmental effects of a proposed operation, including health effects relating to radio frequency emissions, and impacts on endangered species such as certain migratory birds, and to disclose any significant effects on the environment to the agency prior to commencing construction. In the event that the FCC determines that a proposed tower would have a significant environmental impact, the FCC would require preparation of an environmental impact statement, which would be subject to public comment.

In addition, tower construction is subject to regulations including the National Historic Preservation Act. Compliance with FAA, environmental or historic preservation requirements could significantly delay or prevent the registration or construction of a particular tower or make tower construction more costly. On July 15, 2016, Congress enacted new tower marking requirements for certain towers located in rural areas, which may increase our

operational costs. However, statutory changes adopted by Congress in the 2018 FAA Reauthorization Act may ameliorate or mitigate some of those costs. In some jurisdictions, local laws or regulations may impose similar requirements.

Tower Facilities Siting. States and localities are authorized to engage in forms of regulation, including zoning and land-use regulation, which may affect our ability to select and modify sites for wireless tower facilities. States and localities may not engage in forms of regulation that effectively prohibit the provision of wireless services, discriminate among functionally equivalent services or regulate the placement, construction or operation of wireless tower facilities on the basis of the environmental effects of radio frequency emissions. Courts and the FCC are routinely asked to review whether state and local zoning and land-use actions should be preempted by federal law, and the FCC also is routinely asked to consider other issues affecting wireless facilities siting in other proceedings. We cannot predict the outcome of these proceedings or the effect they may have on us.

Human Capital Management

As of December 31, 2023, the Company employed 845 people, geographically located predominately in and around the Mid-Atlantic region of the United States. Approximately 31% of our employees were female and approximately 23% of employees in management positions were female.

Our Chief Human Resources Officer ("CHRO") is responsible for developing and executing the Company's human capital management strategy in alignment with the business. This includes the attraction, acquisition, development, retention and engagement of talent to deliver on the Company's strategy, the design of employee compensation and benefits programs and oversight of our diversity and inclusion efforts. Our CHRO continuously evaluates, modifies and enhances our internal processes and technologies to increase employee engagement, productivity and effectiveness. In addition, our Chief Executive Officer ("CEO") and CHRO regularly update the Company's board of directors and its committees on the operation and status of these human capital trends and management programs. Key areas of focus include:

Culture, Values & Ethics

Shentel is committed to operating in a fair, honest, responsible and ethical manner and we expect our employees to commit to these same principles. The Company has adopted a Code of Business Conduct and Ethics, which is also clearly visible to our customers and vendors on our external Shentel website (https://investor.shentel.com/corporate-governance/governance-overview). Additionally, at time of hire and at least annually, we ask all employees and board members to review and certify their commitment to this Code.

In addition to compliance with our Code of Business Conduct and Ethics, the Company attempts to follow a Positive People Philosophy, which creates the foundation for how all employees work together to drive our collective success. Our culture is built upon values of always looking for opportunities to improve, taking ownership for resolving issues, effectively communicating to solve problems, working collaboratively as a team, and providing leadership by setting positive examples for others to follow.

Workplace Safety

The health and safety of our employees is our highest priority. Exceeding the Occupational Safety and Health Administration ("OSHA") Regulations is the expectation for Shentel. We have achieved this level of success through our deliberate creation and management of both regional and corporate safety committees. Our commitment to safety has also allowed us to achieve a 2023 OSHA Incident Rate of approximately 1.2, compared to the national utilities industry benchmark of 1.7.

Compensation and Benefits

We provide employees with compensation and benefits packages that are market-driven and aligned to a consistent Shentel Compensation and Rewards Philosophy. This philosophy is aligned with the needs of the business, and targeted to be competitive in the Company's designated talent markets. As well as ensuring compensation competitiveness, the primary objectives of Shentel's compensation programs are as follows:

- Create a competitive advantage to attract, motivate and retain the necessary talent for the Company;

- Focus both individual and organizational effort around strategy execution, accountability and Company core values for achieving key business outcomes;
- Emphasize individual performance-based differentiation linked to corporate and shareholder values.
- Establish job and salary structures that are market driven and reviewed on an ongoing basis in order to maintain long-term competitiveness;
- Ensure that pay processes are easily understood;
- Provide a consistent approach to delivering ongoing competitive compensation to employees of the Company. Consistency will be measured in terms of pay positioning relative to the Company's defined competitive survey market as well as in comparison to the Company's overall internal compensation philosophy and objectives; and
- Target the 50th percentile of the Company's defined competitive survey market for each relevant compensation component.

Our compensation and rewards program consists of three primary components: Base Salary, Short-Term Incentive and Long-Term Incentive. Base Salary is paid for comparable knowledge, skills and experience. Short-Term Incentive is variable cash compensation designed to recognize and reward extraordinary performance and is based upon the achievement of a combination of Company-wide financial and service performance goals and achievement of individual objectives. Long-Term Incentive is equity based compensation that aligns eligible employees' interests with those of shareholders and encourages a long term focus and retention.

We also provide eligible employees the ability to participate in a 401(k) Plan which has competitive Company contributions, as well as generous health and welfare benefits, paid time off, employee assistance programs, and educational assistance, among many others.

Diversity and Inclusion

We believe that a diverse workforce is critical to our success. Our efforts have been focused in three areas: inspiring innovation through an inclusive and diverse culture; expanding our efforts to recruit, hire and retain experienced, diverse talent; and identifying strategic initiatives to accelerate our inclusion and diversity programs.

Training and Talent Management

To empower employees to realize their full potential, we provide a range of leadership development programs and learning opportunities, which emphasize skills and identify resources they can use to be successful. Our Shentel University platform supplements our talent development strategies and provides an online portal that enables employees to access virtual courses and self-directed web-based courses, leveraging both internally and externally developed and hosted content. In addition, we provide our employees with regular leadership and professional development events that focus on how we may best advance our team, effectively execute our business strategies, and continue to develop the talent and potential of our employees. We leverage our training and talent management efforts to ensure we have ready-now successors identified as the Company continues to grow and evolve.

Employee Engagement

Our annual employee satisfaction survey captures critical indicators of employee engagement and provides an overall understanding of employee favorability. During 2023, we conducted our annual enterprise-wide engagement survey, with the assistance of third party consultants, which focused on measuring engagement, inclusion and overall employee satisfaction. We will continue to poll our employees, as appropriate, and build action plans to address feedback shared by our team members.

Information About Our Executive Officers

The following table presents information about our executive officers who, other than Christopher E. French, are not members of our board of directors. Our executive officers serve at the pleasure of the Board of Directors.

Name	Title	Age	Date in Position
Christopher E. French	President and Chief Executive Officer	65	April 1988
Edward H. McKay	Executive Vice President and Chief Operating Officer	51	July 2021
James J. Volk	Senior Vice President and Chief Financial Officer	60	June 2019
Elaine M. Cheng	Senior Vice President and Chief Information Officer	50	March 2019
Heather K. Tormey	Vice President and Chief Human Resources Officer	50	July 2019
Dennis A. Romps	Vice President and Chief Accounting Officer	56	July 2021
Richard W. Mason Jr.	Senior Vice President Engineering and Operations	50	July 2021
Derek C. Rieger	General Counsel, Vice President Legal and Corporate Secretary	43	February 2022
Dara Leslie	Senior Vice President Sales & Marketing	56	June 2022

Mr. French is President and Chief Executive Officer for Shentel. He is responsible for the overall leadership and strategic direction of the Company. He has served as President since 1988, and has been a member and Chairman of the Board of Directors since 1996. Prior to appointment as President, Mr. French held a variety of positions with the Company, including Vice President Network Service and Executive Vice President. Mr. French holds a bachelor's degree in electrical engineering and an MBA, both from the University of Virginia. He has held board and officer positions in both state and national telecommunication associations, including service as a director of the Organization for the Promotion and Advancement of Small Telecommunications Companies (OPASTCO), membership on the Leadership Committee of the USTelecom Association, and was president and director of the Virginia Telecommunications Industry Association.

Mr. McKay is Executive Vice President and Chief Operating Officer for Shentel and is responsible for leading the Company's integrated broadband business, including the Shentel and Glo Fiber brands. He joined Shentel in 2004, has served as Executive Vice President and Chief Operating Officer since 2021 and has more than 25 years of experience in the telecommunications industry. Prior to his current role, he served as Senior Vice President of Engineering and Operations. He played a key role in the growth and success of Shentel's former wireless business, led the expansion of the fiber-rich network supporting the Company's cable and wireline business, and was responsible for delivering on Shentel's broadband Fiber First growth strategy for Glo Fiber. Mr. McKay began his telecommunications industry career in 1996, including previous management positions at UUNET and Verizon. He is a graduate of the University of Virginia, where he earned master's and bachelor's degrees in Electrical Engineering, and he represents the Company on the Board of ACA Connects.

Mr. Volk is Senior Vice President and Chief Financial Officer for Shentel. He joined Shentel in June 2019, has more than 28 years of experience in the telecommunications industry and has served in a variety of senior financial management roles with both large corporations and high growth, early stage telecommunication providers. Prior to joining Shentel, he served as Vice President, Finance and Investor Relations of Uniti Group Inc. Prior to joining Uniti, he served as CFO of multiple public and private telecommunication companies, including PEG Bandwidth, Hargray Communications and UbiquiTel Inc. He previously held senior finance positions with AT&T and Comcast. Mr. Volk holds a Bachelor of Science Degree in Accounting from the University of Delaware and a Master of Business Administration from Villanova University.

Mrs. Cheng is Senior Vice President and Chief Information Officer for Shentel. She leads the Information Technology organization, Enterprise Project Management Office (EPMO) and Enterprise Risk Management program, and is responsible for our Customer Care and Tech Support functions. She joined the Company in March 2019 and has more than 20 years of experience in diverse business environments across all areas of Information Technology. Prior to joining Shentel, Mrs. Cheng served as Chief Information Officer and Managing Director of Global Strategic Design for CFA Institute in Charlottesville, Va. Prior to her time at CFA Institute, Mrs. Cheng held

a number of different roles over 16 years with M&T Bank in Buffalo, NY, including Group Vice President, Technology Business Services, Vice President of Retail Operations and Assistant Vice President, Web Product Owner. She received her Bachelor of Arts degree from Vassar College and her Masters of Business Administration from the University of Rochester. Additionally, Mrs. Cheng is a founding board member of Charlottesville Women in Tech, a non-profit organization which encourages women to join and thrive in technology careers.

Ms. Tormey is Vice President and Chief Human Resources Officer at Shentel. She joined the Company in July 2019. Ms. Tormey brings more than 20 years of experience in leading and managing strategic HR initiatives to Shentel. Prior to joining Shentel, Ms. Tormey was the Chief Human Resources Officer of American Woodmark, headquartered in Winchester, Virginia. Prior to American Woodmark, Ms. Tormey held numerous HR leadership positions with a variety of organizations across a range of industries, including Carlisle FoodService Products, UTC Aerospace Systems, Goodrich Corporation, Northern Power Systems, and IGT. She holds a Bachelor of Science in Psychology from Florida State University and a Master of Arts in Industrial Organizational Psychology from the University of New Haven.

Mr. Romps is Vice President and Chief Accounting Officer for Shentel and is responsible for all accounting, financial reporting, internal controls, SEC, Sarbanes-Oxley and income tax compliance. Mr. Romps joined the Company in July 2021 and has 30 years of progressive accounting and finance experience, including six years as Chief Accounting Officer of Continental Building Products, a publicly-traded building materials company, eight years with AT&T (formerly SBC Communications and Ameritech) and four years with Ernst & Young. Mr. Romps is a certified public accountant and earned a B.A. in Accounting from Michigan State University and MBA from the Kellogg Graduate School of Management at Northwestern University.

Mr. Mason is Senior Vice President Engineering and Operations at Shentel and is responsible for leading our network strategy, engineering, construction and operations functions. Mr. Mason has served in his current role since July 2021. He joined Shentel in May 2019 as Vice President and Head of Business Operations responsible for Enterprise Program Management, Performance Management and Process Excellence across all business segments. Prior to joining Shentel, Mr. Mason was Head of Install and Repair Operations at Google Fiber. Before that, he held a variety of leadership roles over his more than 20 years career with Cincinnati Bell, culminating in Vice President of Field Operations. He received his Bachelor of Science degree in Electrical Engineering from Ohio University and has an MBA from Xavier University.

Mr. Rieger is General Counsel, Vice President Legal and Corporate Secretary for Shentel. He joined Shentel in 2021 and is responsible for all legal and regulatory compliance matters for the Company. He also acts as Corporate Secretary to the Company's Board of Directors. Mr. Rieger joined Shentel from Sykes Enterprises, Incorporated, one of the world's largest Business Process Outsourcers, where he most recently served as Vice President of Global Corporate & Operational Compliance. While at Sykes, he built their global compliance management program from the ground up and was an integral member of the business leadership and legal teams. Prior to Skyes, Mr. Rieger held various leadership legal roles across a number of different businesses and industries. Mr. Rieger holds a Bachelor of Science in Business Administration from Villanova University and a Juris Doctorate from Widener University School of Law.

Ms. Leslie is Senior Vice President of Sales and Marketing for Shentel. She joined Shentel in June 2022 and has over 20 years of experience in the broadband industry, including 10 years with Comcast as Vice President of Sales and Marketing for the Big South Region and Vice President of Marketing for the Central Division, seven years with Atlantic Broadband as Vice President/General Manager of the Maryland-Delaware markets and Vice President of Customer Care and Marketing, and six years with Charter in various leadership roles. Ms. Leslie has a master's degree from Old Dominion University and a bachelor's degree from the University of North Carolina at Greensboro.

Websites and Additional Information

The Company maintains a corporate website at *www.shentel.com.* We make available free of charge, through our website, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all amendments to those reports, as soon as reasonably practicable after we electronically file or furnish such reports with or to the SEC. The contents of our website are not a part of this report. In addition, the SEC maintains a website at *www.sec.gov* that contains reports, proxy and information statements and other information regarding the Company.

ITEM 1A. **RISK FACTORS**

Our business and operations are subject to a number of risks and uncertainties. The risks set forth under "Part I Item 1. Business" and the following risk factors should be read carefully in connection with evaluating our business. The following risks (or additional risks and uncertainties not presently known to us) could materially affect our financial condition, liquidity, or operating results, as well as the price of our common stock.

Risks Related to Our Business

Intensifying competition may limit our ability to continue to grow our revenue.

The increasing demand for faster residential internet bandwidth driven by working and learning from home since the outbreak of COVID-19 has increased the availability of capital to fund FTTH and cable overbuilds, and approximately 17% of the passings in our incumbent cable business currently have a FTTH or cable competitor. If competitive overbuilds increase in our incumbent cable service areas, more of our subscribers may select other providers' offerings based on price, bandwidth speeds, capabilities or personal preference. Further, if new competitors offer lower prices, we may need to offer more value to retain our customers driving lower revenue per subscriber. Some of our competitors possess greater resources, have greater brand recognition, have more extensive coverage areas, have access to spectrum or technologies not available to us, are able to offer bundled service offerings that we are not able to duplicate and offer more services than we do. If significant numbers of our subscribers elect to move to competing providers, or if market saturation limits the rate of new subscriber additions, we may not be able to continue to grow our revenue.

Prospective competitors of our Broadband segment may receive grants from federal or state universal service funds or other subsidies. Some of those potential competitors may receive support under the Connect America Fund, Rural Development Opportunity Fund, American Rescue Plant Act or Infrastructure Investment and Jobs Act to build broadband facilities to unserved homes that do not meet the minimum broadband speeds in some areas already served by our DSL networks and adjacent to our cable and FTTH footprint. As a result, new competitors may invest in cable and FTTH markets, increasing the number of competitors we face in our network area and in the areas we hope to expand our broadband network in the future. New competitors in our FTTH markets may lead to lower market share than anticipated and lead to lower returns on investments than originally planned.

Consumers are increasingly accessing video content from direct broadcast satellite providers and alternative sources, such as Internet-based "over the top" providers such as Netflix, YouTube TV, Hulu, Disney+, Amazon and related platforms. The influx of competitors in this area, together with the development of new technologies to support them, are resulting in significant changes in the video business models and regulatory provisions that have applied to the provision of video and other services. These developments have led to a loss of video subscribers due to "cord cutting" as customers adopt alternative sources of accessing video content. We expect these trends to continue, which may lead to a decline in the demand, price and profitability of our video services.

The Company's incumbent cable business faces competition from telephone providers (such as Frontier and Lumos), which have upgraded their networks in certain markets inside of our cable footprint, and FTTH and cable overbuilder providers. Wireless providers are also entering the market for broadband. In some areas, wireless providers have partnered with broadband providers to offer quad-play bundles which include broadband, voice, video and wireless. Additionally, our hybrid fiber coaxial cable network will require upgrades in the future in order to meet expected demand from customers and to maintain network parity with potential FTTH competitors. These upgrades will require significant capital and management oversight over the next five years. If we are unable to complete these upgrades or more broadband competition evolves from quad play service offerings or overbuilding activity in our markets, our broadband revenues could be adversely affected in the future.

The Company's Commercial Fiber business faces intense competition from several local and national providers. Most of our competitors possess greater resources, have greater brand recognition, have more extensive coverage areas, have access to technologies not available to us, are able to offer bundled service offerings that we are not able to duplicate and offer more services than we do. If a significant numbers of our customers elect to move to competing providers, our Commercial Fiber revenues could be adversely affected.

Nationwide, incumbent local exchange carriers have experienced a decrease in access lines and DSL subscribers due to the effect of broadband and wireless competition. We have experienced reductions in the number of access lines

and DSL subscriptions to date, and based on industry experience we anticipate that the long-term trend toward declining subscriber counts may continue. There is a risk that this downward trend will have an adverse effect on the Company's landline telephone operations in the future.

Our future growth is primarily dependent upon our expansion strategy, which may or may not be successful.

We are strategically focused on driving growth by expanding our broadband network in order to provide service in communities that are near or adjacent to our network. This expansion strategy includes our FTTH broadband service, which we offer under the Glo Fiber brand. This brand is relatively new in the marketplace and the success of our strategy will depend on the degree to which we are able to successfully establish and continue to enhance this brand, which is not assured. This strategy requires considerable management resources and capital investment and it is uncertain whether and when it will contribute to positive free cash flow and the degree to which we will otherwise achieve our strategic objectives, on a timely basis or at all. As a result, we expect our capital expenditures to exceed the cash flow provided from continuing operations through 2026. Additionally, we must obtain pole attachment agreements, franchise agreements, construction permits and other regulatory approvals to commence operations in these communities. Furthermore, our business growth strategy requires us to leverage third party partners to assist with our planned construction and development of our FTTH networks in new markets. These third party contractors are currently in high demand. Delays in entering into pole attachment agreements, obtaining franchise agreements, obtaining construction permits, procuring needed contractors, materials or supplies at a reasonable cost, and conducting the construction itself could adversely impact our scheduled construction plans and, ultimately, our expansion strategy. Furthermore, attaching the Company's cables to utility poles governed by the pole attachment agreements requires significant coordination with the owners of the utility poles which may result in delays if the owners of the utility poles cannot dedicate sufficient resources to assist in the attachment process. Similarly, Shentel must coordinate with local utility service providers when installing cables underground to ensure all current infrastructure, such as existing cabling or gas lines, is properly located. Delays related to locate services may result in delays in Shentel's overall expansion strategy.

Difficulty in obtaining necessary resources may also adversely affect our ability to expand into new markets as could our ability to adequately market a new brand to customers unfamiliar to us as we expand to markets where we do not currently operate. We may face resistance from competitors who are already in markets we wish to enter. If our expectations regarding our ability to attract customers in these communities are not met, or if the capital requirements to complete the network investment or the time required to attract our expected level of customers are incorrect, our financial performance and returns on investment may be negatively impacted.

We may be materially adversely affected by regulatory, legal and economic changes relating to our physical plant.

Our systems depend on physical facilities, including transmission equipment and miles of fiber and cable. Significant portions of those physical facilities occupy land in the public rights-of-way and are subject to local ordinances and governmental regulations. Other portions occupy private property under express or implied easements, and many miles of the cable are attached to utility poles governed by pole attachment agreements. No assurances can be given that we will be able to maintain and use our facilities in their current locations and at their current costs. Changes in governmental regulations or changes in these relationships could have a material adverse effect on our business and our results of operations.

We may incur more churn than estimated from our largest customer.

We lease space on our towers and provide backhaul and transport services to T-Mobile to support their wireless network in our markets. T-Mobile has begun to decommission parts of their recently acquired Sprint network and disconnect backhaul circuits with us. Shentel estimates the remaining revenue churn from T-Mobile to be approximately $1 million for the Broadband segment and $2 million for the Tower segment. The churn from T-Mobile may be more than we estimated. Further, we may not be able to replace the churn with new revenue from other carriers where our towers and fiber are located in a timely basis or at all leading to lower revenue and earnings.

Some of our competitors are larger than we are and possess greater resources than we do.

In some instances, we compete against companies with greater financial and personnel resources, greater brand name recognition, and long-established relationships with regulatory authorities and customers. We may not be able to successfully compete with these larger competitors to attract new customers and key personnel and retain existing

customers and key personnel. As a result, we could experience lower revenues, higher sales and marketing expenses and lower earnings, which could have an adverse effect on our business and our results of operations.

Alternative technologies, changes in the regulatory environment and current uncertainties in the marketplace may reduce future demand for existing telecommunication services and materially increase our capital expenditures.

The telecommunications industry is experiencing significant technological change, evolving industry standards, ongoing improvements in the capacity and quality of digital technology, shorter development cycles for new products and enhancements and changes in end-user requirements and preferences. Technological advances, industry changes and changes in the regulatory environment could cause the technology we use to become obsolete. We may not be able to respond to such changes and implement new technology on a timely basis or at an acceptable cost. Additionally, we may be required to select one developing or new technology over another and may not choose the technology that is ultimately determined to be the most economic, efficient or attractive to customers. We may also encounter difficulties in implementing new technologies, products and services and may encounter disruptions in service as a result. As a result, our financial performance may be negatively impacted.

Our programming costs continue to increase and our relative size limits our ability to negotiate more favorable terms, which may have an adverse effect on our business and our results of operations.

The cable television industry has continued to experience an increase in the cost of programming, especially sports programming and retransmission fees. In addition, as we add programming to our video services for existing customers or distribute existing programming to more customers, we incur increased programming expenses. Broadcasters affiliated with major over-the-air network services have been increasing their demands for cash payments and other concessions for the right to carry local network television signals on our cable systems. As compared to large national providers, our smaller base of subscribers limits our ability to negotiate lower programming costs. While we pass programming rate increases on to our video customers, we may experience higher churn and lower revenues. If we are unable to raise our customers' rates, these increased programming costs could have an adverse impact on our results of operations. Moreover, as our programming contracts and retransmission agreements with programming providers expire, there can be no assurance that they will be renewed on acceptable terms, which could lead to a loss of video customers and could have an adverse effect on our business and our results of operations.

We may not benefit from our acquisition strategy.

As part of our business strategy, we regularly evaluate opportunities to enhance the value of the Company by pursuing acquisitions of other businesses. Although we remain subject to financial and other covenants in our credit agreement that may limit our ability to pursue certain strategic opportunities, we intend to continue to evaluate and, when appropriate, pursue strategic acquisition opportunities as they arise. We cannot provide any assurance, however, with respect to the timing, likelihood, size or financial effect of any potential transaction involving the Company, as we may not be successful in identifying and consummating any acquisition or in integrating any newly acquired business into our operations.

The evaluation of business acquisition opportunities and the integration of any acquired businesses pose a number of significant risks, including the following:

- acquisitions may place significant strain on our management and financial and other resources by requiring us to expend a substantial amount of time and resources in the pursuit of acquisitions that we may not complete, or to devote significant attention to the various integration efforts of any newly acquired businesses, all of which will require the allocation of limited resources;
- acquisitions may not have a positive impact on our cash flows or financial performance;
- even if acquired businesses eventually contribute to an increase in our cash flows or financial performance, such acquisitions may adversely affect our operating results in the short term as a result of transaction-related expenses we will have to pay or the higher operating and administrative expenses we may incur in the periods immediately following an acquisition as we seek to integrate the acquired business into our operations;
- we may not be able to realize anticipated synergies, achieve the desired level of integration of the acquired business or eliminate as many redundant costs;
- we may not be able to maintain relationships with customers, suppliers and other business partners of the acquired business;

- our operating and financial systems and controls and information services may not be compatible with those of the businesses we may acquire and may not be adequate to support our integration efforts, and any steps we take to improve these systems and controls may not be sufficient;
- our business plans and projections used to justify the acquisitions and expansion investments may be based on assumptions of revenues per subscriber, penetration rates in specific markets where we operate and expected operating costs and these assumptions may not develop as projected, which may negatively impact our profitability or the value of our intangible assets;
- growth through acquisitions will increase our need for qualified personnel, who may not be available to us or, if they were employed by a business we acquire, remain with us after the acquisition; and
- acquired businesses may have unexpected liabilities and contingencies, which could be significant.

The future outbreak of another significant pandemic, like the COVID-19 pandemic, could disrupt the operation of our business resulting in adverse impacts to our financial condition, results of operations and cash flow and could create significant volatility in the trading and value of the Company's common stock.

The COVID-19 pandemic negatively impacted the global economy, disrupted global supply chains and created significant volatility and disruption of financial markets, and another pandemic in the future could have similar effects. Given the ongoing and dynamic nature of the circumstances, it is difficult to predict how further outbreaks of COVID-19 or other future pandemics will impact the Company, and there is no guarantee that efforts by Shentel, designed to address adverse impacts of COVID-19 or other pandemics, will be effective.

Although the Company has instituted a distributed-first work environment, the COVID-19 pandemic did, and a future pandemic could, have material and adverse effects on our ability to successfully operate and on our financial condition, results of operations and cash flows due to, among other factors:

- additional disruptions or delays in our operations or network performance, as well as network maintenance and construction, testing, supervisory and customer support activities, and inventory and supply procurement;
- increases in operating costs, inventory shortages and/or a decrease in productivity related to travel bans, employee illness or quarantine and social distancing efforts, which could include delays in our ability to install broadband services at customer locations or require our vendors and contractors to incur additional costs that may be passed on to us;
- a deterioration in our ability to operate in affected areas or delays in the supply of products or services to us from vendors that are needed for our efficient operations or growth objectives;
- increases in health insurance and labor-related costs arising from illness, quarantine and the implementation of social distancing and work-from-home measures;
- inability to obtain needed contract labor due to illness, quarantine or increased hospitalizations;
- increased risk of phishing and other cybersecurity attacks, and increased risk of unauthorized dissemination of sensitive personal information or proprietary or confidential information about us, our customers or other third parties as a result of employees or third-party vendors' employees working remotely;
- a decrease in the ability of our counterparties to meet their obligations to us in full, or at all;
- a general reduction in business and economic activity may severely impact our customers and may cause them to be unable to pay for services provided; and
- the potential negative impact on the health of our personnel, particularly if a significant number of them are impacted, could result in a deterioration in our ability to ensure business continuity during a disruption and/or impact the ability for us to manage and implement the planned build out and expansion of our network.

Shentel has implemented policies and procedures designed to mitigate the risk of adverse impacts of a future pandemic on the Company's operations, but we may still incur additional costs to ensure continuity of business operations caused by future pandemics, which could adversely affect its financial condition and results of operations.

Disruptions of our information technology infrastructure or operations could harm our business.

A disruption of our information technology infrastructure or overall operations, or the infrastructure or operations of certain vendors who provide information technology or overall operations services to us or our customers, could be caused by a natural disaster, energy or manufacturing failure, telecommunications system failure, ransomware attack, cybersecurity attack, terrorist attack, intrusion or incident or defective or improperly installed new or upgraded business management systems. Although we make significant efforts to maintain the security and integrity of the Company's operations and information technology infrastructure, there can be no assurance that our security

efforts, business impact planning and disaster recovery measures will be effective or that attempted security breaches or catastrophic disruptions would not be successful or damaging, especially in light of the growing sophistication of cyber-attacks and intrusions sponsored by state or other interests. Portions of our information technology infrastructure also may experience interruptions, delays or cessations of service or produce errors in connection with systems integration or migration work that takes place from time to time. In the event of any such disruption, we may be unable to conduct our business in the normal course. Moreover, our business involves the processing, storage and transmission of data, which would also be negatively affected by such an event. A disruption of our information technology infrastructure or operations could also cause us to lose customers and revenue, particularly during a period of heavy demand for our services. We also could incur significant expense in repairing system damage and taking other remedial measures.

Our earnings, margins and stock price may be adversely impacted by our current cost structure as a result of our relative size.

Our sales, general and administrative ("SG&A") costs, including corporate overhead, are a higher percentage of revenue than larger broadband companies due to a lack of relative scale. Although our SG&A as a percentage of revenues has declined since the sale of our wireless segment partially enabled by certain of our information technology initiatives, we anticipate it will take multiple years of organic growth, merger and acquisitions to reduce our SG&A as a percentage of revenue to be comparable to our broadband peers. If we cannot further grow our revenues at a faster pace than our expenses, our earnings and margins may be lower than our peers which may affect the value of our stock price.

Our success depends on consistent supply of physical goods and services to build and sustain services to customers. Significant disruptions to the supply chain could adversely impact our growth and revenue projections.

The supply of critical physical supplies, such as modems, consumer Wi-Fi equipment, optical equipment and fiber is important to our business operations. These materials form the core components needed to deliver both video and data services to our customers. We work to ensure we have a forward-looking supply of these items and redundancy of supply types and suppliers. However, global impacts to supply chains across all suppliers and manufacturers could result in significant supply issues. If supplies to these items became severely impacted, our plans to build out new networks could be adversely impacted. Additionally, the lack of certain equipment could limit our ability to service existing customers. Significant impact to physical equipment supply chains could materially and adversely affect our business, including reduced revenues, loss of customers and limitations on future growth. Additionally, at times we choose to leverage third-party suppliers to help us deliver services to customers because of efficiency reasons or because third-parties provide a service we cannot replicate easily. Should those third-party suppliers be impacted by a shortage of materials, equipment or resources, their inability to provide services to us could also negatively impact our ability to deliver network services or build out future network.

Our success largely depends on our ability to retain and recruit key personnel, and any failure to do so could adversely affect our ability to manage our business.

Our historical operational and financial results have depended, and our future results will depend, upon the retention and continued performance of our management team, as well as the attraction and retention of relevant key roles across our organization. The market for talent for key roles in our industry, including executive officers and key personnel to support our engineering, sales, service delivery, information technology, finance and accounting functions, is highly competitive and could adversely impact our ability to retain and hire new key employees and contractors. The loss of the services of key members of executive management or other employees or contractors in critical roles, and the inability or delay in hiring new key employees and contractors could materially and adversely affect our ability to manage and expand our business and our future operational and financial results. Moreover, an inability to retain sufficient qualified personnel throughout our organization or to attract new personnel as we grow our business could adversely affect our ability to achieve our operational, sales and financial goals impacting our financial results, financial condition and our stock price.

We could suffer a loss of revenue and increased costs, exposure to significant liability, reputational harm and other serious negative consequences if we sustain cyber-attacks or other data security breaches that disrupt our operations or result in the dissemination of proprietary or confidential information about us or our customers or other third parties.

We utilize our information technology infrastructure to manage and store various proprietary information and sensitive or confidential data relating to our operations. We routinely process, store and transmit large amounts of data for our customers, including sensitive and personally identifiable information. We depend on our information technology infrastructure to conduct business operations and provide customer services. We may be subject to data breaches and disruptions of the information technology systems we use for these purposes. Our industry has witnessed an increase in the frequency, intensity and sophistication of cybersecurity incidents caused by threat actors such as foreign governments, criminals, hacktivists, terrorists and insider threats. Threat actors may be able to penetrate our network security and misappropriate or compromise our confidential, sensitive, personal or proprietary information, or that of third parties, and engage in the unauthorized use or dissemination of such information. They may be able to create system disruptions, or cause shutdowns. Threat actors may be able to develop and deploy viruses, worms, ransomware and other malicious software programs that attack our products or otherwise exploit security vulnerabilities of our systems causing operational damage that could impact our ability to serve customers and result in financial losses. In addition, sophisticated hardware and operating system software and applications that we procure from third parties may contain defects in design or manufacture, including "bugs," cybersecurity vulnerabilities and other problems that could unexpectedly interfere with the operation or security of our systems.

Like many other companies, we increasingly leverage third-party SaaS solutions and external service providers to help us deliver services to our customers. In the delivery of these services, we are dependent on the security infrastructure of those third-party providers. These providers are also vulnerable to the myriad of cyber-attacks possible in today's environment. In the case where a third-party provider becomes victim to an attack it could have an impact on our operations or ability to service customers.

To date, interruptions of our information technology infrastructure and third party suppliers have been infrequent and have not had a material impact on our operations. However, because technology is increasingly complex and cyber-attacks are increasingly sophisticated and more frequent, there can be no assurance that such incidents will not have a material adverse effect on us in the future. The consequences of a breach of our security measures or those of a third-party provider, a cyber-related service or operational disruption, or a breach of personal, confidential, proprietary or sensitive data caused by a hacker or other malicious actor could be significant for us, our customers and other affected third parties. For example, the consequences could include damage to infrastructure and property, impairment of business operations, disruptions to customer service, financial costs and harm to our liquidity, costs associated with remediation, loss of revenues, loss of customers, competitive disadvantage, legal expenses associated with litigation, regulatory action, fines or penalties or damage to our brand and reputation.

In addition, the costs to us to eliminate or address the foregoing security challenges and vulnerabilities before or after a cyber-incident could be significant. In addition, our remediation efforts may not be successful and could result in interruptions, delays or cessation of service. We could also lose existing or potential customers for our services in connection with any actual or perceived security vulnerabilities in the services.

We are subject to laws, rules and regulations relating to the collection, use and security of user data. Our operations are also subject to federal and state laws governing information security. In the event of a data breach or operational disruption caused by an information security incident, such rules may require consumer and government agency notification and may result in regulatory enforcement actions with the potential of monetary forfeitures as well as civil litigation. We have incurred, and will continue to incur, expenses to comply with privacy and security standards and protocols imposed by law, regulation, industry standards and contractual obligations. Notification to customers could also result in reputational damage which could result in loss of customers or future customers due to a lack of confidence in our ability to secure their data.

Climate change could disrupt our operations and our distribution networks, cause us to incur increased costs related to such events, or otherwise negatively affect our business.

Our distribution networks may be subject to weather-related events that could damage our networks and impact service delivery, such as downed transmission lines, flooded facilities, power outages, fuel shortages, network congestion, delay or failure, damaged or destroyed property and equipment, and work interruptions. It is predicted that warming global temperatures will increase the frequency and severity of such weather-related events. If there are more weather-related events, and should such events impact the region covered by our networks more frequently or more severely than in the past, our revenues and expenses could be materially adversely impacted. Concern over climate change or other environmental, social and governance (ESG) matters may result in new or increased legal and regulatory requirements to reduce or mitigate the effects of climate change. Further, climate change regulations

may require us to alter our proposed business plans or increase our operating costs due to increased regulation or environmental considerations, and could adversely affect our business and reputation.

Risks Relating to the Horizon Transaction

Failure to complete the Horizon Transaction could negatively impact our stock price.

Our ability to complete the Horizon Transaction is subject to risks and uncertainties, including, but not limited to, the risks that we may be unable to obtain the governmental and regulatory approvals required to consummate the Horizon Transaction, or required governmental and regulatory approvals may delay the Horizon Transaction or result in the imposition of conditions that are not favorable to us or that could cause the parties to abandon the Horizon Transaction.

Furthermore, we have incurred approximately $3 million in transaction costs and will continue to incur transaction costs relating to the Horizon Transaction, including legal, accounting, financial advisory, regulatory and other expenses. In general, these expenses are payable regardless of whether the Horizon Transaction is completed successfully. In addition, we could face litigation in the event the Horizon Transaction is not consummated, which could subject us to significant liability for damages and result in the incurrence of substantial additional legal fees. The current market price of our common stock may reflect an assumption that the Horizon Transaction will be consummated, and failure to complete the Horizon Transaction could result in a decline in our stock price.

If completed, the Horizon Transaction may not achieve the intended benefits or may disrupt our current plans and operations.

If we are not able to integrate the business and assets of Horizon in an efficient and effective manner, the anticipated benefits and cost savings may not be realized fully, or at all, or may take longer to realize than expected, and the financial results of our operations may be affected materially and adversely. An inability to realize the full extent of the anticipated benefits of the Horizon Transaction and the other transactions contemplated by the Horizon Transaction, as well as any delays encountered in the integration process, could have an adverse effect upon our revenues, level of expenses and operating results, which may adversely affect the value of our common stock following the completion of the Horizon Transaction. In addition, the actual integration may result in additional and unforeseen expenses, and the anticipated benefits of the integration plan may not be realized.

Actual growth and cost synergies from the Horizon Transaction, if achieved, may be lower than what we expect and may take longer to achieve than anticipated. If we are not able to adequately address integration challenges, we may be unable to successfully integrate the business and assets of Horizon or to realize the anticipated benefits of the Horizon Transaction.

The integration of the business and assets of Horizon will require significant time and focus from our management following the completion of the Horizon Transaction, and may divert attention from our day-to-day operations and our other businesses. Additionally, consummation of the Horizon Transaction could disrupt current plans and operations, which could delay the achievement of our strategic objectives.

We may be unable to retain our and/or Horizon's customers, key management personnel and other key employees successfully after the Horizon Transaction is completed, which could materially and adversely affect the future business and operations of the combined company.

The success of the Horizon Transaction will depend in part on our ability to retain customers and retain, motivate and recruit key executives and employees. It is also possible that key employees currently employed by Horizon and by us may decide to terminate their employment with Horizon or with us, as applicable, while the Horizon Transaction is pending or with us after the Horizon Transaction is consummated. If key employees terminate their employment, or if an insufficient number of employees are retained to maintain effective operations, our business activities may be adversely affected and management's attention may be diverted from successfully integrating the business and assets of Horizon to hiring suitable replacements, all of which may cause our business to suffer. In addition, we and Horizon may not be able to locate suitable replacements for any key employees who leave either company, or offer employment to potential replacements on reasonable terms.

Impacts from loss of personnel or issues related to integration or operations during integration activities could result in a loss of customers.

The financial performance of Horizon may be less than historical results, adversely affecting the future financial condition, results of operations and cash flows of the combined company.

The growth of Horizon's commercial fiber business is dependent on its ability to install service for the contracted customer sales backlog. Delays in securing pole attachment agreements, permits or completing fiber construction could slow the installation of service and revenue growth. Financial results could be less than historical performance and adversely affect the combined company financial condition, results of operations and cash flows after closing.

Risks Related to Regulation and Legislation

Regulation by government agencies may increase our costs of providing service or require changes in services, either of which could impair our financial performance.

Our operations are subject to varying degrees of regulation by the FCC, the FTC, the Federal Aviation Administration, the Environmental Protection Agency and the Occupational Safety and Health Administration, as well as by state and local regulatory agencies and franchising authorities. Action by these regulatory bodies could negatively affect our operations and our costs of doing business.

Changes to the FCC's Universal Service Fund framework may adversely impact our Broadband revenue, which may have a material adverse effect on our financial performance and our results of operations.

The FCC's USF provides regulatory support to rural local exchange carriers to promote universal service and to eligible schools and libraries through the e-rate program to obtain subsidized internet access and telecommunication services. Recent lawsuits have asked the courts to declare the universal service framework illegal. Any reduction in the USF from these lawsuits, or other means, could negatively impact the regulatory support revenue received by the Company's RLEC business and the ability for schools and libraries to pay the Company for internet access and telecommunication services.

The discontinuation of the FCC's ACP may adversely impact our Broadband revenue, which may have an adverse effect on our financial performance and our results of operations.

The FCC's ACP provides a $30 subsidy toward internet service for eligible households. ACP is expected to end in April 2024 unless Congress passes legislation to increase the funding to support this program. If ACP ends, the Company's eligible subscribers may not be able to afford broadband service, which could reduce our revenues in our Broadband segment if we are not able to retain subscribers that are currently dependent on the ACP subsidy. A decrease in subscribers and lower revenue in our Broadband segment may have an adverse effect on our financial performance and our results of operations.

Changes to key regulatory requirements can affect our ability to compete.

Our industry is subject to governmental regulation, which impacts many aspects of our operations. Legislators and regulators at all levels of government frequently consider changing, and sometimes do change, existing statutes, regulations, and interpretations thereof. Future legislative, judicial, or administrative actions may increase our costs or impose additional challenges and restrictions on our business.

Federal law strictly limits the scope of permissible cable rate regulation, and none of our local franchising authorities currently regulate our rates for video services. Our rates for broadband services have historically not been subject to rate regulation. However, as broadband service is increasingly viewed as an essential service, governments could adopt new laws or regulations related to the prices we charge for our services that could adversely impact our existing business model, revenues, earnings and the value of our and cable industry stock prices.

The Company operates data services and cable television systems in largely rural areas of Virginia, West Virginia, Maryland, Pennsylvania and Kentucky pursuant to local franchise agreements. These franchises are not exclusive, and other entities may secure franchise authorizations in the future, thereby increasing direct competition to the Company.

Many franchises establish comprehensive facilities and service requirements, as well as specific customer service standards and monetary penalties for non-compliance. In many cases, franchises are terminable if the franchisee fails to comply with significant provisions set forth in the franchise agreement governing system operations. Franchises are generally granted for fixed terms and must be periodically renewed. Franchising authorities may resist granting a renewal if either past performance or the prospective operating proposal is considered inadequate. Franchise authorities often demand concessions or other commitments as a condition to renewal. If our local franchises are not renewed at expiration we would have to cease operations or, operate under either temporary operating agreements or without a franchise while negotiating renewal terms with the local franchising authorities. Although we have historically renewed our franchises without incurring significant costs, we cannot offer assurance that we will be able to renew, or to renew as favorably, our franchises in the future. A termination of or a sustained failure to renew a franchise in one or more key markets or obtaining such franchise on unfavorable terms could adversely affect our business in the affected geographic area.

Pole attachments are wires and cables that are attached to utility poles. Cable system attachments to investor-owned public utility poles historically have been regulated at the federal or state level, generally resulting in reasonable pole attachment rates for attachments used to provide cable service. In contrast, utility poles owned by municipalities or cooperatives are not subject to federal regulation and are, with exceptions, generally exempt from state regulation and their attachment rates tend to be higher. Future regulatory changes in this area could impact the pole attachment rates we pay utility companies.

The timing of receipt of government grant payments may adversely affect our liquidity and ability to complete our performance obligations.

Although the Company has executed contracts with several municipalities to reimburse a portion of the costs to construct broadband networks to unserved homes, delays in receipt of the grant payments may adversely affect the Company's liquidity and our ability to complete our performance obligations. If we do not receive such grant payments on the expected timeline or at all, we may default on certain financial obligations, which would have an adverse effect on our business and results of operations.

The Company may fail to complete its performance obligations in regard to government grant awards and incur liquidated damages and/or create an event of default that could allow the municipality to cancel the grant.

Throughout 2021, 2022 and 2023, in partnership with counties in the respective states, Shentel has been awarded grants under the VATI and the Rural Digital Opportunity Fund in Virginia, the Connect Maryland Network Infrastructure Grant Program in Maryland, and the Major Broadband Projects Strategies and Line Extension Advancement and Development programs in West Virginia. As of December 31, 2023, the Company has been awarded grants totaling approximately $85.8 million. Most of the grants awarded under the above programs are funded through the American Rescue Plan Act. As the recipient of these grants, the Company has committed to expand its broadband network and improve broadband services to approximately 25,000 unserved homes in the states of Virginia, Maryland and West Virginia within a specified period, as agreed to by the Company and each municipality. In the event the Company does not fulfill its commitment to extend its existing broadband network within the time frame allotted, the performance of the broadband network is inadequate, the Company is considered insolvent or the Company fails to meets its funding requirements of the grant projects, the Company may be declared in default of the grant contract. If the default is not cured in a timely manner, the grant contract could be terminated, grant reimbursements maybe withheld by the municipalities and the Company may be required to repay grant monies previously received, as well as additional penalties and liquidated damages. Furthermore, the Company may be liable to pay interest, administrative charges, collection costs, attorneys' fees, expert fees, consultant fees, and other applicable fees, and interest on any outstanding repayment, all of which could lead to higher Company capital requirements which may not be available, lower homes passed and unfavorable financial results for the Company.

Regulatory constraints could impact our ability to adequately address increases in broadband usage and may cause network capacity limitations, resulting in service disruptions, reduced capacity or slower transmission speeds for our customers.

Video streaming services, gaming and peer-to-peer file sharing applications use significantly more bandwidth than other Internet activity such as web browsing and email. As use of these services continues to grow, our broadband customers will likely use much more bandwidth than in the past. If this occurs, we could be required to make

significant capital expenditures to increase network capacity in order to avoid service disruptions, service degradation or slower transmission speeds for our customers. Alternatively, we could choose to implement network management practices to reduce the network capacity available to bandwidth-intensive activities during certain times in market areas experiencing congestion, which could negatively affect our ability to retain and attract customers in affected markets. Competitive or regulatory constraints may preclude us from recovering costs of network investments designed to address these issues, which could adversely impact our operating margins, results of operations, financial condition and cash flows.

Our services may be adversely impacted by legislative or regulatory changes that affect our ability to develop and offer services or that could expose us to liability from customers or others.

The Company provides broadband Internet access services to its fiber, cable and telephone customers. As the Internet has matured, it has become the subject of increasing regulatory interest. Congress and Federal regulators have adopted a wide range of measures directly or potentially affecting Internet use. The adoption of new Internet regulations or policies could adversely affect our business.

In 2015, the FCC determined that broadband Internet access services, such as those we offer, were a form of "telecommunications service" under the Communications Act and, on that basis, imposed rules banning service providers from blocking access to lawful content, restricting data rates for downloading lawful content, prohibiting the attachment of non-harmful devices, giving special transmission priority to affiliates, and offering third parties the ability to pay for priority routing. The 2015 rules also imposed a "transparency" requirement, i.e., an obligation to disclose all material terms and conditions of our service to consumers.

In December 2017, the FCC adopted an order repudiating its prior (2015) treatment of broadband as a "telecommunications service," reclassifying broadband as an "information service," and eliminating the rules it had imposed at that time (other than a transparency/disclosure-requirement, which it eased in significant ways). The FCC also ruled that state regulators may not impose obligations similar to federal obligations that the FCC removed. Various parties have challenged this ruling in court, and, we cannot predict how any such court challenges will be resolved. Moreover, it is possible that the FCC might further revise its approach to broadband Internet access, or that Congress might enact legislation affecting the rules applicable to the service. In 2019, the U.S. Court of Appeals for the District of Columbia upheld the information service reclassification, but vacated the FCC's blanket prohibition of state utility regulation of broadband services. The court left open the possibility that individual state laws could still be deemed preempted on a case-by-case basis if it is shown that they conflict with federal law. In October 2020 the FCC, responding to the court's remand order, issued a further decision clarifying certain aspects of its earlier order. In this decision the FCC re-classified broadband internet access service as an unregulated information service, thus eliminating all federal regulatory "network neutrality" obligations beyond requiring broadband providers to accurately disclose network management practices, performance, and commercial terms of service. These issues may be revisited by the FCC in the current or future administrations.

The FCC imposes obligations on telecommunications service providers, including broadband Internet access service providers, and multichannel video program distributors, like our cable company. We cannot predict the nature and pace these requirements and other developments, or the impact they may have on our operations.

Risks Related to our Indebtedness

We may not have sufficient capital to fund our expansion plans and may not be able to repay future indebtedness.

As discussed in the Risks Related to our Business section above, we expect our capital expenditures to exceed the cash flow provided from continuing operations through 2026 as we invest in our network and subscriber growth and expansion initiatives. As of December 31, 2023, we had borrowed $300 million in delayed draw term loans under our Credit Agreement, dated as of July 1, 2021, with various financial institutions party thereto (the "Lenders") and CoBank, ACB, as administrative agent for the Lenders, as amended by Amendment No. 1 to the Credit Agreement, dated as of May 17, 2023 (collectively, the "Credit Agreement"), which contains: (i) a $100 million, five-year undrawn revolving credit facility, (ii) a fully drawn $150 million five-year delayed draw amortizing term loan, and (iii) a fully drawn $150 million seven-year delayed draw amortizing term loan. If our costs to expand our networks are greater than we anticipate, we may not have sufficient capital nor be able to secure additional capital on terms acceptable to us and may have to curtail our expansion plans. We may not be able to generate sufficient cash flows

from operations to raise additional capital in amounts necessary for us to repay our outstanding indebtedness when such indebtedness becomes due and to meet our other cash needs.

Our level of indebtedness could adversely affect our financial health and ability to compete.

As of December 31, 2023, we had $300 million of total indebtedness. Our level of indebtedness could have important adverse consequences. For example, it may:

- increase our vulnerability to general adverse economic and industry conditions, including rising interest rates;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, dividends and other general corporate purposes; and
- place us at a competitive disadvantage relative to companies that have less indebtedness.

Failure to comply with financial and operating covenants or make scheduled payments under our Credit Agreement may restrict our ability to borrow and could accelerate repayment of outstanding debt.

Under the Credit Agreement for our delayed draw term loans, we are required to comply with specified financial and operating covenants in addition to making scheduled payments, which may limit our ability to borrow additional funds to alleviate liquidity constraints and limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate and otherwise limit our ability to operate our business as we otherwise might operate it. Our failure to comply with any of these covenants or to meet any payment obligations under the credit agreement could result in an event of default which, if not cured or waived, would result in any amounts outstanding, including any accrued interest and unpaid fees, becoming immediately due and payable. We might not have sufficient working capital or liquidity to satisfy any repayment obligations in the event of an acceleration of those obligations. In addition, if we are not in compliance with the financial and operating covenants at the time we wish to borrow funds, we will be unable to borrow funds.

General Risk Factors

Adverse economic conditions in the United States and in our market area involving significantly reduced consumer spending or high inflation could have a negative impact on our results of operations.

Unfavorable general economic conditions could negatively affect our business. Although it is difficult to predict the impact of general economic conditions on our business, these conditions could adversely affect the affordability of, and customer demand for our services, and could cause customers to delay or forgo purchases of our services or could negatively impact customer payment for already contracted services. Any national economic weakness, restricted credit markets, high interest rates, high inflation or high unemployment rates could depress consumer spending, increase our expenses and harm our operating performance. In addition, any adverse economic conditions that affect our geographic markets in particular could have a disproportionately negative impact on our results.

Negative outcomes of legal proceedings may adversely affect our business and financial condition, results of operations and cash flows.

We become involved in legal proceedings from time to time. While we are not currently involved in any material legal proceedings, potential future proceedings may be complicated, costly and disruptive to our business operations. We might also incur significant expenses in defending these matters or may be required to pay significant fines, awards and settlements. Any of these potential outcomes, such as judgments, awards, settlements or orders could have a material adverse effect on our business, financial condition, operating results or our ability to do business.

Our business may be impacted by new or changing tax laws or regulations and actions by federal, state and/or local agencies, or how judicial authorities apply tax laws.

In connection with the products and services we sell, we calculate, collect and remit various federal, state and local taxes, surcharges and regulatory fees to numerous federal, state and local governmental authorities, including federal

USF contributions and regulatory fees. In addition, we incur and pay state and local taxes and fees on purchases of goods and services used in our business.

Tax laws are subject to change as new laws are passed and new interpretations of the law are issued or applied. In many cases, the application of tax laws is uncertain and subject to differing interpretations, especially when evaluated against new technologies and telecommunications services, such as broadband internet access and cloud related services.

In the event that we have incorrectly calculated, assessed or remitted amounts that were due to governmental authorities, we could be subject to additional taxes, fines, penalties or other adverse actions, which could materially impact our business, financial condition and operating results. In the event that federal, state and/or local municipalities were to significantly increase taxes on our network, operations or services, or seek to impose new taxes, it could have a material adverse effect on our business, financial condition, operating results or ability to do business.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Risk Management & Strategy

Shentel's Risk Management Program defines the framework for risk identification and assessment, including cybersecurity risks. Our overall Risk Management Program integrates processes for assessing, identifying and managing material risks from cybersecurity threats. Cybersecurity risks are identified through various means including, but not limited to, regularly conducted security assessments, external and internal penetration testing, data privacy assessments, external security evaluations, the testing and implementation, as applicable, of new technologies, and continuing education and awareness of existing and new threat vectors, industry trends, changes in the environment and changes in the overall technology landscape. Pursuant to our Information Security Program, once a cybersecurity risk is identified, the Information Security team, in collaboration with other areas of the organization, will assess the risk and implement an appropriate response. Security risk assessments comprise the reasonably foreseeable impacts to the Company and its stakeholders due to the threats and known vulnerabilities associated with the operation and use of information systems and the environments in which those systems operate.

To mitigate or address risks, Shentel leverages acceptable and well-known security tools and services allowing Shentel to maintain a robust security posture. Our Information Security Program addresses risks through a wide spectrum of measures, including enhanced monitoring, endpoint protection, multifactor authentication, privileged account security, web and email filtering and comprehensive internal employee training. Our security protocols are rooted in industry standards and guidelines issued by respected bodies such as the National Institute of Standards and Technology, the Department of Homeland Cybersecurity and Infrastructure Security Agency, and the Center for Internet Security. In addition, we regularly consult with external advisors regarding opportunities to enhance and strengthen our policies and practices.

With respect to third-party service providers, our Information Security Program includes conducting due diligence of relevant service providers' information security programs prior to onboarding. We also contractually require third-party service providers with access to our information technology systems, sensitive business data or personal information to implement and maintain appropriate security controls and contractually restrict their ability to use our data, including personal information, for purposes other than to provide services to us, except as required by law. To oversee the risks associated with these service providers, we work with them to help ensure that their cybersecurity protocols are appropriate to the risk presented by their access to or use of our systems and/or data, including notification and coordination concerning incidents occurring on third-party systems that may affect us. Our service providers are contractually required to notify us promptly of actual or reasonably suspected information security incidents occurring on their systems that may affect our systems or data, including personal information.

Should a security breach or incident occur, the Chief Information Officer (the "CIO") in collaboration with the Company's General Counsel, Chief Accounting Officer (the "CAO") and Chief Operating Officer (the "COO") will

evaluate the materiality of any specific incident. The Company's Chief Executive Officer (the "CEO") and Chief Financial Officer (the "CFO") will ultimately decide if an incident is material. Considerations of materiality will include a variety of factors, including, for example, the extent of expected financial cost, customers impacted, operational impacts, and/or data exposed or lost as a result of the incident.

The Information Security Program is intended to provide effective governance and oversight for assessing cybersecurity risks, recognizing that no program, no matter how well designed and implemented, can prevent all potential cybersecurity risks and that the benefits of any potential controls or mitigations should be considered in relation to their costs. While we have experienced cybersecurity incidents in the past, to date, cybersecurity incidents and threats have not materially affected our business strategy, results of operations or financial condition. Although we have invested in the protection of our data and information technology and monitor our systems on an ongoing basis, there can be no assurance that such efforts will in the future prevent material compromises to our information technology systems that could have a material adverse effect on our business. For more information on our cybersecurity related risks, see Item 1A. Risk Factors of this Form 10-K.

Governance

Our Board of Directors has risk oversight responsibility for the Company and administers this responsibility both directly and with assistance from its committees. If applicable, these committees periodically report to the Board of Directors on their risk oversight activities. Cybersecurity is a critical component of our enterprise risk management program and our Board of Directors is involved in reviewing our information security and technology risks and opportunities (including cybersecurity) and discusses these topics on a regular basis. The Audit Committee, comprised solely of independent directors, oversees our enterprise risk management process and assists the Board of Directors in fulfilling its oversight responsibility with respect to our information security and technology risks, including cybersecurity.

Our Director of Information Security leads the Information Security Program and reports to the CIO, who also provides additional oversight of the Program. The Director of Information Security has over 18 years of experience in the information technology and information security fields and the CIO has over 28 years of experience in the information technology and information security fields. In addition, we have established a Security Steering Committee that provides guidance and direction to the CIO regarding the Information Security Program, including approval of the Program mission and its objectives. The Security Steering Committee meets at least quarterly and its membership includes, at a minimum, the Director of Information Security, the CIO, the COO, the CFO, the Sr. Vice President of Engineering and Operations, the VP of Legal/General Counsel and the CEO. Information security risks are reviewed with the Security Steering Committee periodically or as needed.

The CIO, in connection with the General Counsel and CEO, updates the Audit Committee periodically on cybersecurity and other information technology risks and opportunities. Additionally, the Audit Committee, with guidance from the CIO, General Counsel and CEO, provides updates to the Board of Directors on the Information Security Program at least annually. In the case of an information security incident or breach, the Director of Information Security and CIO will follow the Company's Incident Response Plan and follow communication protocols within the plan, which, depending on the severity of the incident, include escalation timelines and responsibilities that involve updating the Audit Committee and the Board of Directors, as applicable.

ITEM 2. **PROPERTIES**

The Company owns or leases switching and data centers, office and retail space, and warehouses that support its operations located across a multi-state area covering large portions of central and western Virginia, south-central Pennsylvania, West Virginia, and portions of Maryland, and Kentucky. The Company also has fiber optic hubs or points of presence in Pennsylvania, Maryland, Virginia, Kentucky and West Virginia. The Company considers the properties owned or leased generally to be in good operating condition and suitable for its business operations.

ITEM 3. **LEGAL PROCEEDINGS**

We are currently involved in, and may in the future become involved in, legal proceedings, claims and investigations in the ordinary course of our business. Although the results of these legal proceedings, claims and investigations cannot be predicted with certainty, we do not believe that the final outcome of any matters that we are currently involved in are reasonably likely to have a material adverse effect on our business, financial condition, results of operations or cash flows. Regardless of final outcomes, however, any such proceedings, claims, and investigations may nonetheless impose a significant burden on management and employees and be costly to defend, with unfavorable preliminary or interim rulings.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

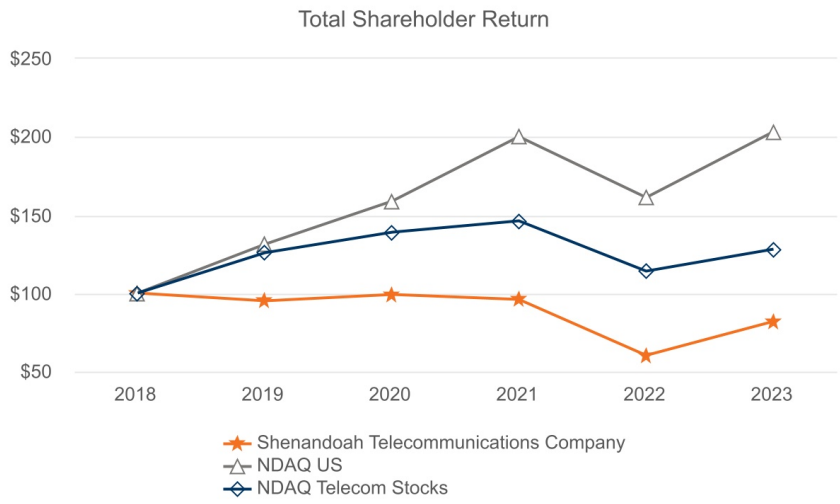
The Company's stock is traded on the Nasdaq Global Select Market under the symbol "SHEN." The following table indicates the closing high and low sales prices per share of common stock as reported by the Nasdaq Global Select Market for each quarter during the last two years:

2023	High	Low
Fourth Quarter	$ 25.51	$ 20.02
Third Quarter	23.31	18.02
Second Quarter	21.00	18.20
First Quarter	21.07	15.62

2022	High	Low
Fourth Quarter	$ 22.79	$ 15.63
Third Quarter	24.50	16.97
Second Quarter	25.93	17.06
First Quarter	26.58	18.77

Stock Performance Graph

The following graph and table show the cumulative total shareholder return on the Company's common stock compared to the Nasdaq US Index and the Nasdaq Telecommunications Index for the period between December 31, 2018 and December 31, 2023. The graph tracks the performance of a $100 investment, with the reinvestment of all dividends, from December 31, 2018 to December 31, 2023.



	2018	2019	2020	2021	2022	2023
Shenandoah Telecommunications Company	$ 100	$ 95	$ 99	$ 96	$ 60	$ 82
NDAQ US	$ 100	$ 131	$ 159	$ 200	$ 161	$ 203
NDAQ Telecom Stocks	$ 100	$ 126	$ 139	$ 146	$ 114	$ 128

Holders

As of February 14, 2024, there were 3,957 holders of record of the Company's common stock.

Dividend Policy

Under the Company's credit agreement, the Company is restricted in its ability to pay dividends in the future. So long as no Default or Event of Default, as defined in the credit agreement, the Company may make, declare and pay lawful cash dividends or distributions to its shareholders or redeem capital stock in an aggregate amount not to exceed, when the Company's Total Net Leverage Ratio (as defined in the credit agreement) is greater than 4.00:1.00 on a pro forma basis, an amount equal to the greater of 6.0% of the net cash proceeds from any public equity issuance of the Company's equity interests or 4.0% of the estimated fair market value of the Company's equity interests or when the Company's Total Net Leverage (as defined in the credit agreement) is less than or equal to 4.00:1.00 on a pro forma basis, an unlimited amount; provided, however, that the amount of any dividend or distribution that is not paid in cash but is reinvested in equity interests of the Company shall be excluded from this calculation and redemptions of equity interests of the Company surrendered by employees and directors to cover withholding taxes shall be excluded from this calculation.

The table below sets forth the cash dividends per share of our common stock that our board of directors declared during the following years:

	Years Ended December 31,				
	2019	2020	2021	2022	2023
Cash Dividend	$ 0.29	$ 0.34	$ 18.82	$ 0.08	$ 0.09

Cash dividends in 2021 include a special dividend of $18.75 per share declared in the third quarter of 2021 following the sale of our Wireless operations and assets.

Future dividend payments remain subject to the discretion of the Board of Directors.

Dividend Reinvestment Plan

The Company maintains a dividend reinvestment plan (the "DRIP") for the benefit of its shareholders. When shareholders remove shares from the DRIP, the Company issues whole shares in book entry form, pays out cash for any fractional shares, and cancels the fractional shares. In conjunction with the vesting of shares or exercise of stock options, the grantees may surrender awards necessary to cover the statutory tax withholding requirements and any amounts required to cover stock option strike prices associated with the transaction.

Purchases of Equity Securities by the Issuer or Affiliated Purchasers

None.

ITEM 6. **[Reserved]**

ITEM 7. **MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and notes thereto appearing elsewhere in this Annual Report on Form 10-K. In addition to historical consolidated financial information, the following discussion and analysis may contain forward-looking statements that involve risks, uncertainties and assumptions. Our actual results could differ materially from those anticipated by forward-looking statements as a result of many factors. We discuss factors that we believe could cause or contribute to these differences below and elsewhere in this Annual Report on Form 10-K, including those set forth under "Part I. Cautionary Statement Regarding Forward-Looking Statements" and "Part I. Item 1A. Risk Factors".

Overview

Shenandoah Telecommunications Company ("Shentel", "we", "our", "us", or the "Company"), is a provider of a comprehensive range of broadband communication services and cell tower colocation space in the Mid-Atlantic portion of the United States.

Management's Discussion and Analysis ("MD&A") is organized around our reporting segments. Refer to Item 1 above for our description of our reporting segments and a description of their respective business activities. Also see Note 16, *Discontinued Operations*, and Note 15, *Segment Reporting*, in our consolidated financial statements for additional information.

2023 Developments

Amendment to the Credit Agreement

On May 17, 2023, Shentel entered into Amendment No. 1 to Credit Agreement (the "Amendment") to its existing Credit Agreement, dated as of July 1, 2021, with various financial institutions party thereto (the "Lenders") and CoBank, ACB, as administrative agent for the Lenders (the "Credit Agreement"). The Amendment extended the period during which the Company could borrow under the (i) $150 million five-year delay draw amortizing term loan (the "Term Loan A-1") and (ii) $150 million seven-year delay draw amortizing term loan (the "Term Loan A-2" and, together with the Term Loan A-1, the "Term Loans") from July 1, 2023 to December 31, 2023. The Amendment also extended the date on which the Term Loans must begin to be repaid in quarterly principal installments from September 30, 2023 to March 31, 2024. In addition, the Amendment amended the Credit Agreement to update the benchmark interest rate to a rate based on Term SOFR (as defined in the Amendment), added a 10 bps credit spread adjustment for loans that bear interest based on Term SOFR and made certain other conforming changes. All other material terms and conditions of the Credit Agreement were unchanged.

Hedging Arrangements

In May 2023, Shentel entered into pay fixed, receive variable interest rate swaps totaling $150.0 million of notional principal (the "Swaps"). The Swaps contain monthly payment terms beginning in May 2024, which extend through their maturity dates in June 2026. The Swaps are designated as a cash flow hedges, representing 50% of the Company's expected outstanding debt. The Company uses the Swaps to manage its exposure to interest rate risk for its long-term variable-rate Term Loans.

Pension Plan Termination

In 2021, Shentel's Board of Directors adopted a resolution to terminate its pension plan. The Company terminated the pension plan and all benefits were distributed in June 2023 through the combination of lump sum payments and the purchase of non-participating annuity contracts at the option of the pension plan participants. The Company made an additional $2.9 million contribution from its cash balance as a result of the settlement and recognized a settlement gain of $0.7 million in other income (expense).

The Spectrum Transaction

On August 23, 2022, the Company entered into a definitive asset purchase agreement (the "Spectrum Purchase Agreement") with a wireless carrier pursuant to which the Company agreed to sell certain FCC spectrum licenses and leases previously utilized in the Company's Beam branded fixed wireless service for total consideration of approximately $21.1 million, composed of $17.3 million cash and approximately $3.8 million of liabilities to be assumed by the wireless carrier (the "Spectrum Transaction"). The Spectrum Transaction closed on July 6, 2023.

The Horizon Transaction

On October 24, 2023, Shentel entered into a definitive agreement to acquire 100% of the equity interests Horizon for $385 million (the "Horizon Transaction"). Consideration will consist of $305 million in cash and $80 million of Shentel common stock.

Horizon is a leading commercial fiber provider in Ohio and adjacent states serving national wireless providers, carriers, enterprises, and government, education and healthcare customers. Based in Chillicothe, Ohio, Horizon was founded in 1895 as the incumbent local exchange carrier in Ross County, Ohio and rapidly expanded its fiber network over the past 14 years. Most recently, Horizon has pursued a strategy of investing in Fiber-to-the-Home ("FTTH") in tier 3 & 4 markets in Ohio.

Financing

- Shentel intends to fund the Horizon Transaction with a combination of existing cash resources, revolving credit facility capacity and an amended and upsized credit facility. The Company has received $275 million in financing commitments from CoBank, Bank of America, Citizens Bank, N.A., and Fifth Third Bank, N.A.. This financing is expected to close in conjunction with the Horizon Transaction.
- GCM Grosvenor ("GCM"), a selling unit holder of Horizon, will exchange its equity interest in Horizon for 4.08 million shares of Shentel common stock with an aggregate value of $80 million based on a reference price of $19.60, resulting in GCM owning approximately 7% of Shentel's fully diluted common shares after the transaction is closed.
- Shentel has entered into a 7% Participating Exchangeable Perpetual Preferred Stock ("Preferred Stock") investment agreement with Energy Capital Partners ("ECP"), an existing Shentel shareholder and long-time infrastructure investor, to provide $81 million of growth capital to fund the FTTH network expansion, government grant projects and general corporate purposes. The dividend on the Preferred Stock can be paid in cash or in-kind at the option of the Company. The Preferred Stock can be exchanged for Shentel common stock at an exchange price of $24.50, a 25% premium to the reference price of $19.60, under certain conditions as outlined in the investment agreement. This financing is expected to close in conjunction with the Horizon Transaction.
- The Company plans to raise additional growth capital for the FTTH network expansion, government grant projects and general corporate purposes, which may include the sale of some or all of its tower portfolio as well as exploring other strategic alternatives.

The closing of the Horizon Transaction remains subject to certain regulatory approvals and other customary closing conditions and is expected to close in the first half of 2024.

Results of Operations

Year Ended December 31, 2023 Compared with the Year Ended December 31, 2022

The Company's consolidated results from operations are summarized as follows:

	Year Ended December 31,				Change	
($ in thousands)	**2023**	**% of Revenue**	**2022**	**% of Revenue**	**$**	**%**
Revenue	$ 287,379	100.0	$ 267,371	100.0	20,008	7.5
Operating expenses	277,755	96.7	275,329	103.0	2,426	0.9
Operating income (loss)	9,624	3.3	(7,958)	(3.0)	17,582	(220.9)
Other income (expense), net	1,387	0.5	(1,348)	(0.5)	2,735	(202.9)
Income (loss) before income taxes	11,011	3.8	(9,306)	(3.5)	20,317	(218.3)
Income tax expense (benefit)	2,973	1.0	(927)	(0.3)	3,900	NMF
Net income (loss)	$ 8,038	2.8	$ (8,379)	(3.1)	16,417	(195.9)

Revenue
Revenue increased approximately $20.0 million, or 7.5%, in 2023 compared with 2022, primarily driven by growth of $20.2 million, or 8.1%, in the Broadband segment, partially offset by decline of $0.3 million, or 1.5%, in the Tower segment. Refer to the discussion of the results of operations for the Broadband and Tower segments, included within this MD&A, for additional information.

Operating expenses
Operating expenses increased approximately $2.4 million, or 0.9%, in 2023 compared with 2022, primarily driven by $2.9 million in incremental Corporate operating expenses, partially offset by a $0.2 million and a $0.3 million decrease in operating expenses in the Broadband and Tower segments, respectively. Corporate operating expenses primarily increased due to transaction costs related to the Horizon Transaction. Refer to the discussion of the results of operations for the Broadband and Tower segments, included within this MD&A, for additional information related to operating expenses for those segments.

Other income (expense), net
Other income (expense), net increased $2.7 million, or 202.9%, in 2023 compared with 2022, primarily driven by a gain recorded in connection with the sale of the Company's FCC spectrum licenses upon the closing of the Spectrum Transaction in July 2023, sales taxes refunds received, interest income related to tax refunds and a pension settlement gain resulting from the termination of Shentel's pension plan in June 2023, partially offset by an increase in interest expense.

Income tax expense (benefit)
The Company recognized $3.0 million of income tax expense in 2023, compared with $0.9 million of income tax benefit in 2022. The $3.9 million increase in income tax expense was driven by higher pre-tax income in 2023.

Broadband

Our Broadband segment provides broadband internet, video and voice services to residential and commercial customers in portions of Virginia, West Virginia, Maryland, Pennsylvania and Kentucky, via fiber optics under the brand name of Glo Fiber and hybrid fiber coaxial cable under the brand name of Shentel. The Broadband segment also leases dark fiber and provides Ethernet and Wavelength fiber optic services to enterprise and wholesale customers throughout the entirety of our service area. The Broadband segment also provides voice and digital subscriber line ("DSL") telephone services to customers in Virginia's Shenandoah County and portions of adjacent counties as a Rural Local Exchange Carrier ("RLEC"). These integrated networks are connected by 9,875 route miles of fiber.

The following table indicates selected operating statistics of Broadband:

	December 31, 2023	December 31, 2022	December 31, 2021
Broadband homes and businesses passed (1)	449,635	359,529	286,309
Cable Markets	215,763	212,050	211,120
Glo Fiber Markets	233,872	147,479	75,189
Residential & Small and Medium Business ("SMB") Revenue Generating Units ("RGUs"):			
Broadband Data	151,389	133,930	117,722
Cable Markets	109,679	109,644	106,345
Glo Fiber Markets	41,710	24,286	11,377
Video	43,152	46,975	49,945
Voice	40,757	39,951	34,513
Total Residential & SMB RGUs (excludes RLEC)	235,298	220,856	202,180
Residential & SMB Penetration (2)			
Broadband Data	33.7 %	37.3 %	41.1 %
Cable Markets	50.8 %	51.7 %	50.4 %
Glo Fiber Markets	17.8 %	16.5 %	15.1 %
Video	9.6 %	13.1 %	17.4 %
Voice	9.5 %	11.7 %	12.8 %
Residential & SMB Average Revenue per User ("ARPU") (3)			
Broadband Data	$ 81.27	$ 80.14	$ 78.62
Cable Markets	$ 82.75	$ 81.31	$ 79.00
Glo Fiber Markets	$ 76.45	$ 73.48	$ 74.02
Video	$ 105.71	$ 102.80	$ 100.35
Voice	$ 25.19	$ 26.23	$ 28.60
Fiber route miles	9,875	8,346	7,392
Total fiber miles (4)	861,980	656,033	518,467

(1) Homes and businesses are considered passed (“passings”) if we can connect them to our network without further extending the distribution system. Passings is an estimate based upon the best available information. Passings will vary among video, broadband data and voice services.
(2) Penetration is calculated by dividing the number of RGUs by the number of passings or available homes, as appropriate.
(3) Average Revenue Per Data RGU calculation = (Residential & SMB Revenue * 1,000) / average data RGUs / 12 months
(4) Total fiber miles are measured by taking the number of fiber strands in a cable and multiplying that number by the route distance. For example, a 10 mile route with 144 fiber strands would equal 1,440 fiber miles.

Broadband results from operations are summarized as follows:

($ in thousands)	Year Ended December 31, 2023	% of Revenue	2022	% of Revenue	Change $	Change %
Broadband operating revenue						
Residential & SMB - Cable Markets (1)	$ 176,879	65.7	$ 175,681	70.6	1,198	0.7
Residential & SMB - Glo Fiber Markets (1)	35,103	13.0	18,293	7.3	16,810	91.9
Commercial Fiber	42,141	15.7	38,830	15.6	3,311	8.5
RLEC & Other	15,130	5.6	16,211	6.5	(1,081)	(6.7)
Total broadband revenue	269,253	100.0	249,015	100.0	20,238	8.1
Broadband operating expenses						
Cost of services	100,841	37.5	102,267	41.1	(1,426)	(1.4)
Selling, general, and administrative	62,834	23.3	56,776	22.8	6,058	10.7
Restructuring expense	—	—	849	0.3	(849)	(100.0)
Impairment expense	2,552	0.9	5,241	2.1	(2,689)	(51.3)
Depreciation and amortization	61,897	23.0	63,175	25.4	(1,278)	(2.0)
Total broadband operating expenses	228,124	84.7	228,308	91.7	(184)	(0.1)
Broadband operating income	$ 41,129	15.3	$ 20,707	8.3	20,422	98.6

(1) Shentel has presented Residential & SMB - Cable Markets and Residential & SMB - Glo Fiber Markets separately for 2023. These revenues were previously reported in one line under the description "Residential & SMB". Shentel has amended the presentation for 2022.

Residential & SMB - Cable Markets revenue
Residential & SMB - Cable Markets revenue increased approximately $1.2 million, or 0.7%, in 2023 compared with 2022, primarily driven by 1.8% year-over-year growth in data ARPU.

Residential & SMB - Glo Fiber Markets revenue
Residential & SMB - Glo Fiber Markets revenue increased approximately $16.8 million, or 91.9%, in 2023 compared with 2022, primarily driven by 71.7% year-over-year growth in data RGUs resulting from the Company's expansion of Glo Fiber and 4.0% increase in data ARPU.

Commercial Fiber revenue
Commercial Fiber revenue increased approximately $3.3 million, or 8.5%, in 2023 compared with 2022, primarily driven by $3.0 million in T-Mobile non-recurring early termination fees and $0.3 million in recurring revenue driven by year-over-year growth in connections. T-Mobile disconnected 338 backhaul circuits during 2023 as part of their previously announced rationalization of the former Sprint network. The Company expects approximately $1.0 million of additional annual revenue churn as part of the T-Mobile network rationalization.

RLEC & Other revenue
RLEC & Other revenue decreased approximately $1.1 million, or 6.7%, in 2023 compared with 2022, primarily driven by a decline in residential DSL subscribers.

Cost of services
Cost of services decreased approximately $1.4 million, or 1.4%, in 2023 compared with 2022, primarily driven by lower payroll costs due to higher capitalized labor, partially offset by higher line costs due to the expansion of the network into new markets.

Selling, general and administrative
Selling, general and administrative expense increased $6.1 million, or 10.7%, in 2023 compared with 2022, primarily driven by higher advertising costs associated with the Company's expansion of Glo Fiber and a change in strategy to drive more gross subscriber additions to low cost sales channels and higher credit losses as uncollectible rates have returned to pre-Covid levels.

Impairment
The Company recorded impairment charges of $2.6 million in 2023, compared with $5.2 million of impairment charges recorded in 2022. Impairment charges in 2023 were primarily a result of colocation lease right-of-use and remaining Beam

fixed wireless assets that are no longer expected to be used and have no alternative use, while impairment charges in 2022 were primarily a result of the Company's decommissioning of certain Beam fixed wireless sites.

Depreciation and amortization

Depreciation and amortization decreased $1.3 million, or 2.0%, in 2023 compared with 2022, primarily driven by 2022 accelerated depreciation of Beam network assets associated with the Company's decision to permanently cease Beam operations, for which no equivalent accelerated depreciation was present in 2023.

Tower

Our Tower segment owns cell towers and leases colocation space on the towers to wireless communications providers. Substantially all of our owned towers are built on ground that we lease from the respective landlords.

The following table indicates selected operating statistics of the Tower segment:

	December 31, 2023	December 31, 2022	December 31, 2021
Macro tower sites	219	222	223
Tenants	453	446	485
Average tenants per tower	2.0	1.9	2.1

Tower results from operations are summarized as follows:

	Year Ended December 31,				Change	
($ in thousands)	2023	% of Revenue	2022	% of Revenue	$	%
Tower revenue	$ 18,635	100.0	$ 18,919	100.0 %	(284)	(1.5)
Tower operating expenses	9,140	49.0	9,407	49.7	(267)	(2.8)
Tower operating income	$ 9,495	51.0	$ 9,512	50.3	(17)	(0.2)

Revenue

Revenue decreased approximately $0.3 million, or 1.5%, in 2023 compared with 2022, primarily driven by lower intercompany lease revenue from ceasing Beam operations in 2022.

Operating expenses

Operating expenses decreased approximately $0.3 million, or 2.8%, in 2023 compared with 2022, primarily driven by lower depreciation as a result of fewer depreciable tower assets in 2023 compared to 2022.

Year Ended December 31, 2022 Compared with the Year Ended December 31, 2021

The Company's consolidated results from operations are summarized as follows:

	Year Ended December 31,				Change	
($ in thousands)	**2022**	**% of Revenue**	**2021**	**% of Revenue**	**$**	**%**
Revenue	$ 267,371	100.0	$ 245,239	100.0	22,132	9.0
Operating expenses	275,329	103.0	247,669	101.0	27,660	11.2
Operating loss	(7,958)	(3.0)	(2,430)	(1.0)	(5,528)	227.5
Other (expense) income, net	(1,348)	(0.5)	8,665	3.5	(10,013)	(115.6)
(Loss) income before income taxes	(9,306)	(3.5)	6,235	2.5	(15,541)	(249.3)
Income tax benefit	(927)	(0.3)	(1,694)	(0.7)	767	45.3
(Loss) income from continuing operations	$ (8,379)	(3.1)	$ 7,929	3.2	(16,308)	(205.7)
Income from discontinued operations, net of tax	—	—	990,902	404.1	(990,902)	(100.0)
Net (loss) income	$ (8,379)	(3.1)	$ 998,831	407.3	(1,007,210)	(100.8)

Revenue
Revenue increased approximately $22.1 million, or 9.0%, in 2022 compared with 2021, driven by 9.2% growth in Broadband and 6.9% growth in the Tower segments. Refer to the discussion of the results of operations for the Tower and Broadband segments, included within this MD&A, for additional information.

Operating expenses
Operating expenses increased approximately $27.7 million, or 11.2%, in 2022 compared with 2021, primarily driven by $29.1 million in incremental Broadband operating expenses primarily incurred to support cessation of Beam operations and services and the continuing expansion of Glo Fiber. Tower operating expenses were up $0.7 million. Corporate operating expenses were down $2.1 million primarily due to lower professional fees. Refer to the discussion of results of operations for the Tower and Broadband segments, included within this MD&A, for additional information.

Other (expense) income, net
Other income, net decreased $10.0 million, or 115.6%, in 2022 compared with 2021, primarily driven by lower net actuarial gains recognized for the Company's pension plan in 2022, decreases in patronage income derived from the CoBank patronage program and decreases in transitional service agreement income realized in 2022.

Income tax benefit
Income tax benefit of approximately $0.9 million decreased approximately $0.8 million compared with 2021, primarily driven by higher benefit realized in 2021 as a result of the 2021 disposition of Wireless assets and operations.

Income from discontinued operations, net of tax
Income from discontinued operations, net of tax, decreased $1.0 billion, or 100.0%. The decrease was due to the completion of the disposition of our Wireless assets and operations in 2021, with no additional activity occurring in 2022.

Broadband

Broadband results from operations are summarized as follows:

	Year Ended December 31,				Change	
($ in thousands)	**2022**	**% of Revenue**	**2021**	**% of Revenue**	**$**	**%**
Broadband operating revenue						
Residential & SMB - Cable Markets (1)	$ 175,681	70.6	$ 169,183	74.2	6,498	3.8
Residential & SMB - Glo Fiber Markets (1)	18,293	7.3	8,347	3.7	9,946	119.2
Commercial Fiber	38,830	15.6	34,931	15.3	3,899	11.2
RLEC & Other	16,211	6.5	15,619	6.8	592	3.8
Total broadband revenue	249,015	100.0	228,080	100.0 %	20,935	9.2
Broadband operating expenses						
Cost of services	102,267	41.1	97,283	42.7	4,984	5.1
Selling, general, and administrative	56,776	22.8	47,840	21.0	8,936	18.7
Restructuring expense	849	0.3	202	0.1	647	320.3
Impairment expense	5,241	2.1	5,986	2.6	(745)	(12.4)
Depreciation and amortization	63,175	25.4	47,937	21.0	15,238	31.8
Total broadband operating expenses	228,308	91.7	199,248	87.4	29,060	14.6
Broadband operating income	$ 20,707	8.3	$ 28,832	12.6	(8,125)	(28.2)

(1) Shentel has presented Residential & SMB - Cable Markets and Residential & SMB - Glo Fiber Markets separately for 2023. These revenues were previously reported in one line under the description "Residential & SMB". Shentel has amended the presentation for 2022 and 2021.

Residential & SMB - Cable Markets revenue
Residential & SMB - Cable Markets revenue increased approximately $6.5 million, or 3.8%, in 2022 compared with 2021, primarily driven by 4.7% growth in data RGUs and 2.9% growth in data ARPU.

Residential & SMB - Glo Fiber Markets revenue
Residential & SMB - Glo Fiber Markets revenue increased approximately $9.9 million, or 119.2%, in 2022 compared with 2021, primarily driven by launching services in new markets resulting in 113.5% growth in broadband RGUs.

Commercial Fiber revenue
Commercial Fiber revenue increased approximately $3.9 million, or 11.2%, in 2022 compared with 2021, primarily driven by increased connections.

Cost of services
Cost of services increased approximately $5.0 million, or 5.1%, in 2022 compared with 2021, primarily driven by the expansion of Glo Fiber and inflation. Payroll related costs were up $3.9 million, primarily due to higher salaries, wages and incentive costs and headcount to support the Glo Fiber expansion. Maintenance costs were up $1.6 million, primarily due to higher fuel, supplies, and contractor costs.

Selling, general and administrative
Selling, general and administrative expense increased $8.9 million, or 18.7%, in 2022 compared with 2021, primarily driven by the expansion of Glo Fiber and inflation. Payroll related costs increased $2.7 million, primarily due to higher salaries, wages and incentive costs and headcount to support the Glo Fiber expansion. Advertising costs increased $2.5 million due primarily to the expansion of Glo Fiber. Software related costs and professional fees increased $2.0 million related to operational system upgrades. Other costs, including provision for bad debt and operating taxes increased $1.7 million.

Restructuring expense
Restructuring expense increased $0.6 million, or 320.3%, in 2022 compared with 2021, primarily driven by the ceasing of Beam operations.

Impairment
Impairment expense decreased $0.7 million, or 12.4%, in 2022 compared with 2021. Impairment expense in 2021 and 2022 was primarily driven by the Company's decision to permanently cease Beam operations.

Depreciation and amortization
Depreciation and amortization increased $15.2 million, or 31.8%, in 2022 compared with 2021, primarily driven by the Company's network expansion of our Glo Fiber network and the accelerated depreciation of Beam network assets associated with the Company's decision to permanently cease Beam operations.

Tower
Tower results from operations are summarized as follows:

	Year Ended December 31,				Change	
($ in thousands)	**2022**	**% of Revenue**	**2021**	**% of Revenue**	**$**	**%**
Tower revenue	$ 18,919	100.0	$ 17,704	100.0	1,215	6.9
Tower operating expenses	9,407	49.7	8,688	49.1	719	8.3
Tower operating income	$ 9,512	50.3	$ 9,016	50.9	496	5.5

Revenue
Revenue increased approximately $1.2 million, or 6.9%, in 2022 compared with 2021, primarily driven by a 4.1% increase in average revenue per tenant.

Operating expenses
Operating expenses increased approximately $0.7 million, or 8.3%, in 2022 compared with 2021, primarily driven by higher costs of service as a result of higher rent costs and higher depreciation.

Financial Condition, Liquidity and Capital Resources

Sources and Uses of Cash: Our principal sources of liquidity are our cash and cash equivalents, cash generated from operations, and borrowings under our Credit Agreement. The Credit Agreement contains (i) a $100 million, five-year undrawn revolving credit facility (the "Revolver"), (ii) a $150 million five-year delayed draw amortizing term loan ("Term Loan A-1") and (iii) a $150 million seven-year delayed draw amortizing term loan ("Term Loan A-2" and collectively with Term Loan A-1, the "Term Loans").

In 2021, Congress passed the American Rescue Plan Act to subsidize the deployment of high-speed broadband internet access in unserved areas. We have been awarded approximately $85.8 million in grants to serve approximately 25,000 unserved homes in the states of Virginia, West Virginia and Maryland. The grants will be paid to the Company as certain milestones are completed. The Company expects to fulfill its obligations under these programs by 2026.

As of December 31, 2023, our cash and cash equivalents totaled $139.3 million and the availability under our revolving line of credit was $100.0 million, for total available liquidity of $239.3 million.

Net cash provided by operating activities from continuing operations was approximately $113.8 million in 2023, representing an increase of $38.9 million compared with 2022, primarily driven by tax refunds of $25.6 million received during 2023 and changes in working capital, partially offset by settlement of Shentel's pension plan.

Net cash used in investing activities from continuing operations was approximately $236.7 million in 2023, representing an increase of $52.5 million compared with 2022, primarily driven by a $66.9 million increase in capital expenditures as a result of higher spending in the Broadband segment to enable our Glo Fiber market expansion, partially offset by $17.3 million in cash proceeds from the closing of the Spectrum Transaction in July 2023.

Net cash provided by financing activities from continuing operations was approximately $218.1 million in 2023, representing an increase of $149.1 million compared with 2022, primarily driven by an increase of $150.0 million in borrowings under the Term Loans.

The Company received approximately $29.0 million in net cash refunds for income and sales taxes during the year ended December 31, 2023.

Indebtedness: To date, Shentel has borrowed $150 million under each of the Term Loans available under the Credit Agreement for a total of $300 million. As of December 31, 2023, the Company's indebtedness totaled approximately $300 million, net of unamortized loan fees of $0.1 million. The borrowed amounts bear interest at a variable rate determined by one-month term SOFR, plus a margin of 1.6%. This rate, including the margin, was 6.95% as of December 31, 2023.

Shentel's Term Loans require quarterly payments based on a percentage of the outstanding balance. Based on the outstanding balance as of December 31, 2023, Term Loan A-1 requires quarterly principal repayments of $0.9 million from March 31, 2024 through June 30, 2024; then increasing to $1.9 million quarterly from September 30, 2024 through March 31, 2026, with the remaining balance due June 30, 2026. Based on the outstanding balance as of December 31, 2023, Term Loan A-2 requires quarterly principal repayments of $0.4 million through March 31, 2028, with the remaining balance due June 30, 2028.

Refer to Note 9, *Debt* in the Company's 2023 Consolidated Financial Statements for information about the Company's Credit Agreement.

As of December 31, 2023, the Company was in compliance with the financial covenants in our Credit Agreement.

We expect our cash on hand, cash flows from continuing operations, and availability of funds from our Credit Agreement as well as government grants will be sufficient to meet our anticipated liquidity needs for business operations for the next twelve months. There can be no assurance that we will continue to generate cash flows at or above current levels.

During the year ended December 31, 2023, our capital expenditures of $256.6 million exceeded our net cash provided by operating activities from continuing operations by $142.8 million, and we expect our capital expenditures to exceed the net cash flows provided by continuing operations through 2026, as we expand our Glo Fiber broadband network.

The actual amount and timing of our future capital requirements may differ materially from our estimates depending on the demand for our products and services, new market developments and expansion opportunities.

Our cash flows from operations could be adversely affected by events outside our control, including, without limitation, changes in overall economic conditions including rising inflation, regulatory requirements, changes in technologies, changes in competition, demand for our products and services, availability of labor resources and capital, natural disasters, pandemics and outbreaks of contagious diseases and other adverse public health developments, such as COVID-19, and other conditions. Our ability to attract and maintain a sufficient customer base, particularly in our Broadband markets, is critical to our ability to maintain a positive cash flow from operations. The foregoing events individually or collectively could affect our results.

Critical Accounting Policies

We prepare our consolidated financial statements in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect our reported amounts of assets, liabilities, revenue and expenses, as well as related disclosures. To the extent that there are material differences between these estimates and actual results, our financial condition or operating results would be affected. We base our estimates on past experience and other assumptions that we believe are reasonable under the circumstances, and we evaluate these estimates on an ongoing basis. We refer to accounting estimates of this type as critical accounting policies and estimates, which we discuss further below.

Our significant accounting policies are described in Note 2, *Summary of Significant Accounting Policies* in our consolidated financial statements. The following are the accounting policies that we believe involve a greater degree of judgment and complexity and are the most critical to aid in fully understanding and evaluating our consolidated financial condition and results of operations.

Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Codification ("ASC") 606, Revenue from contracts with customers, ("ASC 606").

Our Broadband segment provides broadband data, video and voice services to residential, small and midsize businesses ("SMB") and commercial customers in portions of Virginia, West Virginia, Maryland, Pennsylvania and Kentucky, via fiber optic and hybrid fiber coaxial cable networks. The Broadband segment also provides voice and DSL telephone services to customers in Virginia's Shenandoah County and portions of adjacent counties as a RLEC.

We allocate the total transaction price in these transactions based upon the standalone selling price of each distinct good or service. We generally recognize these revenues over time as customers simultaneously receive and consume the benefits of the service, with the exception of equipment sales and home wiring, which are recognized as revenue at a point in time when control transfers and when installation is complete, respectively. A significant portion of the Company's revenues are derived from customers who may cancel their subscriptions at any time without substantial penalty. As such, the amount of deferred revenue related to unsatisfied performance obligations is not necessarily indicative of the future revenue to be recognized from the Company's existing customers. Installation fees charged upfront without transfer of commensurate goods or services to the customer are allocated to services and are recognized ratably over the longer of the contract term or the period in which the unrecognized fee remains material to the contract, which we estimate to be approximately one year. Additionally, the Company incurs commission expenses related to in-house and third-party vendors which are capitalized and amortized over the expected customer benefit period.

Our Broadband segment also provides Ethernet and Wavelength fiber optic services to commercial fiber customers under capacity agreements, and the related revenue is recognized over time. In some cases, non-refundable upfront fees are charged for connecting commercial fiber customers to our fiber network. Those amounts are recognized ratably over the initial contract term.

The Broadband segment also leases dedicated fiber optic strands to customers as part of "dark fiber" agreements, which are accounted for as leases under ASC 842, Leases ("ASC 842").

Our Tower segment leases space on owned cell towers to our Broadband segment, and to other wireless carriers. Revenue from these leases is accounted for under ASC 842.

Cable franchise rights

Cable franchise rights represent the value attributable to agreements with local franchising authorities, which allows access to homes and businesses via public rights of way. Shentel's cable franchise rights were primarily acquired through business

combinations. Cable franchise rights have an indefinite life; therefore, no amortization is recorded for these assets. Costs incurred in negotiating and renewing cable franchise rights are expensed as incurred.

The terms and conditions of franchises vary among jurisdictions, but franchises generally last for a fixed term and are subject to renewal. The renewal process for our state franchises is specified by state law and tends to be a simple process, requiring the filing of a renewal application with information no more burdensome than that contained in our original application. Franchising authorities may resist granting a renewal if either past performance or the prospective operating proposal is considered inadequate. Franchise authorities often demand concessions or other commitments as a condition to renewal. If our local franchises are not renewed at expiration we would have to cease operations or, operate under either temporary operating agreements or without a franchise while negotiating renewal terms with the local franchising authorities.

Although renewal is not assured, there are provisions in the law that protect the Company from arbitrary or unreasonable denial. In our experience, state and local franchising authorities encourage our entry into the market, and we have historically been successful in renewing these agreements.

Shentel evaluates the recoverability of its cable franchise rights at least annually on October 1, or more frequently whenever events or substantive changes in circumstances indicate that the assets might be impaired. This evaluation is either performed on a quantitative or qualitative basis. When performing a quantitative evaluation, we estimate the fair values of our cable franchise rights primarily based on an income approach that involves significant judgment, including the estimate of revenue growth, the amount and timing of capital expenditures, EBITDA margins and the discount rate utilized. When performing a qualitative assessment, we assess whether events and circumstances indicate that it is more likely than not (that is, a likelihood of more than 50%) that an impairment exists. This includes evaluating changes in market conditions, competitive factors, laws and regulations and key assumptions made in quantitative assessments, including expected revenue growth, capital expenditures, EBITDA margins and discount rates.

Our current year evaluation was performed on a qualitative basis. As a result of the current year evaluation, we did not identify any cable franchise right assets for which the fair value was less than the carrying value. As a result, we did not recognize any impairment charges for the year ended December 31, 2023.

Recently Issued Accounting Standards

Recently issued accounting standards and their expected impact, if any, are discussed in Note 2, *Summary of Significant Accounting Policies* in our consolidated financial statements.

ITEM 7A. **QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Throughout 2023, we borrowed a total of $225 million pursuant to the variable rate delayed draw Term Loans available under the Credit Agreement. As of December 31, 2023, Shentel has borrowed the full amount available under our Term Loans.

As of December 31, 2023, the Company had $300 million of gross variable rate debt outstanding, bearing interest at 6.95%. An increase in market interest rates of 1.00% would add approximately $3.0 million to annual interest expense.

In May 2023, Shentel entered into pay fixed, receive variable interest rate swaps totaling $150.0 million of notional principal (the "Swaps"). The Swaps contain monthly payment terms beginning in May 2024 which extend through their maturity dates in June 2026. The Swaps are designated as cash flow hedges, representing 50% of the Company's expected outstanding debt. The Company uses the Swaps to manage its exposure to interest rate risk for its long-term variable-rate Term Loans through interest rate swaps. When the Swaps' payments term begins, Shentel will effectively pay a fixed weighted-average interest rate of 2.90%, prior to interest rate margin provided under our credit facility.

ITEM 8. **FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Our consolidated financial statements and supplementary data are included as a separate section included within Item 15 of this Annual Report on Form 10-K commencing on page F-1 and are incorporated herein by reference.

ITEM 9. **CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

ITEM 9A. **CONTROLS AND PROCEDURES**

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer, Chief Financial Officer, and Principal Accounting Officer (the certifying officers) have conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)) as of December 31, 2023. Our certifying officers concluded that our disclosure controls and procedures were effective as of December 31, 2023.

Management's Report on Internal Control over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting. The Company's internal control system was designed to provide reasonable assurance as to the integrity and reliability of the published financial statements. The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2023. In making this assessment, the Company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control - Integrated Framework (2013 framework). Based on its assessment, the Company's management believes that, as of December 31, 2023, the Company's internal control over financial reporting is effective based on those criteria.

RSM US LLP, an independent registered public accounting firm, which audited the Company's consolidated financial statements included in this Annual Report, has issued an attestation report on the Company's internal control over financial reporting containing the disclosure required by this Item.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting during the year ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting**.**

ITEM 9B. **OTHER INFORMATION**

During the year ended December 31, 2023, none of our officers or directors adopted or terminated any "Rule 10b5-1 trading arrangement" or any "non-Rule 10b5-1 trading arrangement" as each term is defined in Item 408 of Regulation S-K.

ITEM 9C. **DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

See "Executive Officers of the Registrant" in Part 1, Item 1 of this report for information about our executive officers, which is incorporated by reference in this Item 10. Other information required by this Item 10 is incorporated by reference to the Company's definitive proxy statement for its 2024 Annual Meeting of Shareholders, referred to as the "2024 proxy statement," which we will file with the SEC on or before 120 days after our 2023 fiscal year end, and which appears in the 2024 proxy statement under the captions "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance."

We have adopted a code of ethics applicable to our chief executive officer and all senior financial officers, who include our principal financial officer, principal accounting officer, and persons performing similar functions. The code of ethics, which is part of our Code of Business Conduct and Ethics, is available on our website at *www.shentel.com*. To the extent required by SEC rules, we intend to disclose any amendments to our code of conduct and ethics, and any waiver of a provision of the code with respect to the Company's directors, principal executive officer, principal financial officer, principal accounting officer, or persons performing similar functions, on our website referred to above within four business days following such amendment or waiver, or within any other period that may be required under SEC rules from time to time.

ITEM 11. EXECUTIVE COMPENSATION

Information required by this Item 11 is incorporated herein by reference to the 2024 proxy statement, including the information in the 2024 proxy statement appearing under the captions "Election of Directors-Director Compensation" and "Executive Compensation."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by Item 12 is incorporated herein by reference to the 2024 proxy statement appearing under the caption "Security Ownership."

The Company grants stock awards to its employees meeting certain eligibility requirements under its shareholder-approved Company Stock Incentive Plan, referred to as the 2014 Equity Incentive Plan. The 2014 Equity Incentive Plan authorizes grants of up to an additional 4.2 million shares over a ten-year period beginning in 2014. Outstanding awards and the number of shares available for future issuance as of December 31, 2023 were as follows:

	Number of securities to be issued upon exercise of outstanding options and RSUs	Weighted average exercise price of outstanding options	Number of securities remaining available for future issuance
2014 Equity Incentive Plan	1,122,171	$ —	1,521,963

ITEM 13. CERTAIN RELATIONSHIPS, RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

Information required by Item 13 is incorporated herein by reference to the 2024 proxy statement, including the information in the 2024 proxy statement appearing under the caption "Executive Compensation-Certain Relationships and Related Transactions."

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required by Item 14 is incorporated herein by reference to the 2024 proxy statement, including the information in the 2024 proxy statement appearing under the caption "Shareholder Ratification of Independent Registered Public Accounting Firm."

PART IV

ITEM 15. **EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

The following is a list of documents filed as a part of this report:

(1) Financial Statements
(2) Financial Statement Schedule
(3) Exhibits

The exhibits required to be filed by Item 601 of Regulation S-K are listed in the Exhibit Index directly following the Financial Statements beginning on page F-1, within this Annual Report on Form 10-K.

ITEM 16. **FORM 10-K SUMMARY**

None.

SHENANDOAH TELECOMMUNICATIONS COMPANY
AND SUBSIDIARIES

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Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors Shenandoah Telecommunications Company

Opinion on the Financial Statements
We have audited the accompanying consolidated balance sheets of Shenandoah Telecommunications Company and its subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of comprehensive income (loss), shareholders' equity, and cash flows, for each of the two years in the period ended December 31, 2023, and the related notes to the consolidated financial statements and Schedule II – Valuation and Qualifying Accounts (collectively, the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013, and our report dated February 21, 2024 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion
These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter
The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Cable franchise rights impairment assessment
As described in Notes 2 and 6 to the financial statements, the Company's indefinite-lived cable franchise rights are $64.3 million as of December 31, 2023. The Company assesses its cable franchise rights for impairment annually on October 1, or more frequently whenever events or substantive changes in circumstances indicate that it is more likely than not that the carrying value of the cable franchise rights exceeds its estimated fair value. In connection with the annual evaluation, the Company first performs a qualitative assessment of whether it is more likely than not that the cable franchise rights are impaired. In the event impairment is more likely than not, the fair value of the cable franchise rights is estimated, and an impairment charge is recognized for any excess of the carrying value over fair value. On October 1, 2023, the Company performed a qualitative analysis and concluded there was no impairment. This analysis involved, among other things, evaluating changes in forecasted revenue, operating margins, capital expenditures, the discount rate, as well as assessing the sensitivity of the estimated fair value of the cable franchise rights, previously determined using an income approach, to these and other relevant changes to valuation inputs on a cumulative basis, which is inherently judgmental and complex.

We identified the cable franchise rights impairment assessment as a critical audit matter because of the significant estimates and assumptions management used in the impairment analysis. Auditing management's judgments used in the impairment assessment regarding forecasts of future revenue, operating margins and capital expenditures and the discount rate, as well as evaluating management's assessment of the sensitivity of the estimated fair value to the cumulative change in these and other

relevant valuation inputs, involved a high degree of auditor judgment and increased audit effort, including the use of our valuation specialist.

Our audit procedures related to the Company's cable franchise rights impairment assessment included the following, among others:

- Obtaining an understanding of the relevant controls related to the Company's cable franchise rights impairment analysis, and tested such controls for design and operating effectiveness, including controls over management's review of the significant assumptions and the analysis described above;
- Testing management's process for performing the qualitative impairment assessment by (i) understanding management's process for updating the forecasted revenue growth rates, operating margins, capital expenditures and estimated discount rate from previous forecasts and estimates, (ii) testing the completeness, accuracy, and relevance of the underlying data used in the updated forecast and discount rate, (iii) comparing these assumptions to historical results and to forecasted information included in external industry reports, and (iv) testing the accuracy of management's assessment of sensitivity of the fair value of cable franchise rights to the cumulative change in relevant valuation inputs; and
- Utilizing our valuation professionals to assist in evaluating the reasonableness of the discount rate.

/s/ RSM US LLP

We have served as the Company's auditor since 2022.

Boston, Massachusetts
February 21, 2024

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors Shenandoah Telecommunications Company

Opinion on the Internal Control Over Financial Reporting
We have audited Shenandoah Telecommunications Company's (the Company) internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of comprehensive income (loss), shareholders' equity, and cash flows for each of the two years in the period ended December 31, 2023, and the related notes to the consolidated financial statements and Schedule II – Valuation and Qualifying Accounts of the Company and our report dated February 21, 2024 expressed an unqualified opinion.

Basis for Opinion
The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting
A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ RSM US LLP

Boston, Massachusetts
February 21, 2024

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Shenandoah Telecommunications Company:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of comprehensive income (loss), shareholders' equity, and cash flows of Shenandoah Telecommunications Company and subsidiaries (the Company) for the year ended December 31, 2021, and the related notes and financial statement schedule II – Valuation and Qualifying Accounts (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the results of operations of the Company and its cash flows for the year ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ KPMG LLP

We served as the Company's auditor from 2001 to 2022.

McLean, Virginia
February 28, 2022

SHENANDOAH TELECOMMUNICATIONS COMPANY AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2023 and 2022

(in thousands)	2023	2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 139,255	$ 44,061
Accounts receivable, net of allowance for credit losses of $886 and $776, respectively	19,782	20,615
Income taxes receivable	4,691	29,755
Prepaid expenses and other	11,782	11,509
Current assets held for sale	561	22,622
Total current assets	176,071	128,562
Investments	13,198	12,971
Property, plant and equipment, net	879,499	687,553
Goodwill and intangible assets, net	81,123	81,515
Operating lease right-of-use assets	50,640	53,859
Deferred charges and other assets	13,698	13,259
Total assets	$ 1,214,229	$ 977,719
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current maturities of long-term debt, net of unamortized loan fees	$ 7,095	$ 648
Accounts payable	53,546	49,173
Advanced billings and customer deposits	13,241	12,425
Accrued compensation	11,749	9,616
Current operating lease liabilities	3,081	2,829
Accrued liabilities and other	9,643	17,906
Current liabilities held for sale	—	3,824
Total current liabilities	98,355	96,421
Long-term debt, less current maturities, net of unamortized loan fees	292,804	74,306
Other long-term liabilities:		
Deferred income taxes	88,147	84,600
Asset retirement obligations	10,069	9,932
Benefit plan obligations	3,943	3,758
Non-current operating lease liabilities	48,358	50,477
Other liabilities	19,883	20,218
Total other long-term liabilities	170,400	168,985
Commitments and contingencies (Note 14)		
Shareholders' equity:		
Common stock, no par value, authorized 96,000; 50,272 and 50,110 issued and outstanding at December 31, 2023 and 2022, respectively	—	—
Additional paid in capital	66,933	57,453
Retained earnings	584,069	580,554
Accumulated other comprehensive income, net of taxes	1,668	—
Total shareholders' equity	652,670	638,007
Total liabilities and shareholders' equity	$ 1,214,229	$ 977,719

See accompanying notes to consolidated financial statements.

SHENANDOAH TELECOMMUNICATIONS COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
Years Ended December 31, 2023, 2022 and 2021

(in thousands, except per share amounts)	2023	2022	2021
Service revenue and other	$ 287,379	$ 267,371	$ 245,239
Operating expenses:			
Cost of services exclusive of depreciation and amortization	106,101	107,546	102,299
Selling, general and administrative	103,631	92,392	82,451
Restructuring expense	—	1,251	1,727
Impairment expense	2,552	5,241	5,986
Depreciation and amortization	65,471	68,899	55,206
Total operating expenses	277,755	275,329	247,669
Operating income (loss)	9,624	(7,958)	(2,430)
Other income (expense):			
Other income (expense), net	1,387	(1,348)	8,665
Income (loss) from continuing operations before income taxes	11,011	(9,306)	6,235
Income tax expense (benefit)	2,973	(927)	(1,694)
Income (loss) from continuing operations	8,038	(8,379)	7,929
Discontinued operations:			
Income from discontinued operations, net of tax	—	—	94,667
Gain on the sale of discontinued operations, net of tax	—	—	896,235
Total income from discontinued operations, net of tax	—	—	990,902
Net income (loss)	8,038	(8,379)	998,831
Other comprehensive income (loss):			
Unrealized income on interest rate hedges, net of tax	1,668	—	4,706
Comprehensive income (loss)	$ 9,706	$ (8,379)	$ 1,003,537
Net income (loss) per share, basic and diluted:			
Basic - Income (loss) from continuing operations	$ 0.16	$ (0.17)	$ 0.16
Basic - Income from discontinued operations, net of tax	—	—	19.81
Basic net income (loss) per share	$ 0.16	$ (0.17)	$ 19.97
Diluted - Income (loss) from continuing operations	$ 0.16	$ (0.17)	$ 0.16
Diluted - Income from discontinued operations, net of tax	—	—	19.76
Diluted net income (loss) per share	$ 0.16	$ (0.17)	$ 19.92
Weighted average shares outstanding, basic	50,396	50,155	50,026
Weighted average shares outstanding, diluted	50,715	50,155	50,149
Cash dividends declared per share	$ 0.09	$ 0.08	$ 18.82

See accompanying notes to consolidated financial statements.

SHENANDOAH TELECOMMUNICATIONS COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
Years Ended December 31, 2023, 2022 and 2021
(in thousands)

	Shares of Common Stock (no par value)	Additional Paid in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance, December 31, 2020	49,868	$ 47,317	$ 534,440	$ (4,706)	$ 577,051
Net income	—	—	998,831	—	998,831
Net gain on interest rate swaps, net of tax	—	—	—	4,706	4,706
Dividends declared	—	—	(940,347)	—	(940,347)
Stock-based compensation	133	3,661	—	—	3,661
Shares surrendered for settlement of employee taxes upon issuance of vested equity awards	(36)	(1,627)	—	—	(1,627)
Balance, December 31, 2021	49,965	49,351	592,924	—	642,275
Net loss	—	—	(8,379)	—	(8,379)
Dividends declared	—	—	(3,991)	—	(3,991)
Stock-based compensation	194	9,178	—	—	9,178
Shares surrendered for settlement of employee taxes upon issuance of vested equity awards	(49)	(1,076)	—	—	(1,076)
Balance, December 31, 2022	50,110	57,453	580,554	—	638,007
Net income	—	—	8,038	—	8,038
Unrealized gain on interest rate swaps, net of tax	—	—	—	1,668	1,668
Dividends declared	—	—	(4,523)	—	(4,523)
Stock-based compensation	231	10,823	—	—	10,823
Common stock issued	2	44	—	—	44
Shares surrendered for settlement of employee taxes upon issuance of vested equity awards	(71)	(1,387)	—	—	(1,387)
Balance, December 31, 2023	50,272	$ 66,933	$ 584,069	$ 1,668	$ 652,670

See accompanying notes to consolidated financial statements.

SHENANDOAH TELECOMMUNICATIONS COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2023, 2022 and 2021

(in thousands)	2023	2022	2021
Cash flows from operating activities:			
Net income (loss)	$ 8,038	$ (8,379)	$ 998,831
Income from discontinued operations, net of tax	—	—	990,902
Income (loss) from continuing operations	8,038	(8,379)	7,929
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and amortization	64,981	68,175	54,389
Amortization of intangible assets	490	724	817
Accretion of asset retirement obligations	621	531	421
Provision for credit losses	2,898	1,972	1,028
Stock-based compensation expense, net of amount capitalized	10,033	8,528	3,408
Deferred income taxes	2,973	(1,414)	22,263
Impairment expense	2,552	5,241	5,986
Gain on sale of FCC spectrum licenses	(1,328)	—	—
Other, net	(504)	427	2,208
Changes in assets and liabilities:			
Accounts receivable	(189)	(583)	163
Current income taxes	25,064	434	(25,149)
Operating lease right-of-use assets	3,614	6,322	4,779
Other assets	5,043	(451)	(7,005)
Accounts payable	(2,869)	19	2,976
Lease liabilities	(3,098)	(5,471)	(4,333)
Other deferrals and accruals	(4,545)	(1,180)	(6,427)
Net cash provided by operating activities - continuing operations	113,774	74,895	63,453
Net cash used in operating activities - discontinued operations	—	—	(314,387)
Net cash provided by (used in) operating activities	113,774	74,895	(250,934)
Cash flows from investing activities:			
Capital expenditures	(256,550)	(189,609)	(160,101)
Government grants received	1,904	—	—
Proceeds from the sale of FCC spectrum licenses	17,300	—	—
Refund received for deposit on FCC spectrum leases	—	3,996	—
Proceeds from sale of assets and other	655	1,434	366
Net cash used in investing activities - continuing operations	(236,691)	(184,179)	(159,735)
Net cash provided by investing activities - discontinued operations	—	—	1,944,089
Net cash (used in) provided by investing activities	(236,691)	(184,179)	1,784,354
Cash flows from financing activities:			
Proceeds from credit facility borrowings	225,000	75,000	—
Payments for debt issuance costs	(300)	—	(841)
Dividends paid, net of dividends reinvested	(4,523)	(3,991)	(940,256)
Taxes paid for equity award issuances	(1,387)	(1,076)	(1,627)
Payments for financing arrangements and other	(679)	(932)	(1,193)
Net cash provided by (used in) financing activities - continuing operations	218,111	69,001	(943,917)
Net cash used in financing activities - discontinued operations	—	—	(700,556)
Net cash provided by (used in) financing activities	218,111	69,001	(1,644,473)
Net increase (decrease) in cash and cash equivalents	95,194	(40,283)	(111,053)
Cash and cash equivalents, beginning of period	44,061	84,344	195,397
Cash and cash equivalents, end of period	$ 139,255	$ 44,061	$ 84,344

See accompanying notes to consolidated financial statements.

SHENANDOAH TELECOMMUNICATIONS COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Operations

Shenandoah Telecommunications Company and its subsidiaries (collectively, "Shentel", "we", "our", "us", or the "Company") provide broadband data, video and voice services to residential and commercial customers in portions of Virginia, West Virginia, Maryland, Pennsylvania and Kentucky, via fiber optic and hybrid fiber coaxial cable networks. We also lease dark fiber and provide Ethernet and Wavelength fiber optic services to enterprise and wholesale customers throughout the entirety of our service area. The Broadband segment also provides voice and DSL telephone services to customers in Virginia's Shenandoah County and portions of adjacent counties as a Rural Local Exchange Carrier ("RLEC"). These integrated networks are connected by a fiber network. All of these operations are contained within our Broadband reporting segment.

Our Tower segment owns 219 macro cellular towers and leases colocation space on those towers to wireless communications providers. See Note 15, *Segment Reporting*, for additional information.

Pending Acquisition of Horizon Acquisition Parent LLC

On October 24, 2023, Shentel entered into a definitive agreement to acquire 100% of the equity interests in Horizon Acquisition Parent LLC ("Horizon") for $385 million (the "Horizon Transaction"). Consideration will consist of $305 million in cash and $80 million of Shentel common stock.

Horizon is a leading commercial fiber provider in Ohio and adjacent states serving national wireless providers, carriers, enterprises, and government, education and healthcare customers. Based in Chillicothe, Ohio, Horizon was founded in 1895 as the incumbent local exchange carrier in Ross County, Ohio and rapidly expanded its fiber network over the past 14 years. Most recently, Horizon has pursued a strategy of investing in Fiber-to-the-Home ("FTTH") in tier 3 & 4 markets in Ohio.

Financing

- Shentel intends to fund the Horizon Transaction with a combination of existing cash resources, revolving credit facility capacity and an amended and upsized credit facility. The Company has received $275 million in financing commitments from CoBank, Bank of America, Citizens Bank, N.A., and Fifth Third Bank, N.A.. This financing is expected to close in conjunction with the Horizon Transaction.
- GCM Grosvenor ("GCM"), a selling unit holder of Horizon, will exchange its equity interest in Horizon for 4.08 million shares of Shentel common stock with an aggregate value of $80 million based on a reference price of $19.60 resulting in GCM owning approximately 7% of Shentel's fully diluted common shares after the transaction is closed.
- Shentel has entered into a 7% Participating Exchangeable Perpetual Preferred Stock ("Preferred Stock") investment agreement with Energy Capital Partners ("ECP"), an existing Shentel shareholder and long-time infrastructure investor, to provide $81 million of growth capital to fund the FTTH network expansion, the government grant projects and general corporate purposes. The dividend on the Preferred Stock can be paid in cash or in-kind at the option of the Company. The Preferred Stock can be exchanged for Shentel common stock at an exchange price of $24.50, a 25% premium to the reference price of $19.60, under certain conditions as outlined in the investment agreement. This financing is expected to close in conjunction with the Horizon Transaction.

The closing of the Horizon Transaction remains subject to certain regulatory approvals and other customary closing conditions and is expected to close in the first half of 2024.

Note 2. Summary of Significant Accounting Policies

Principles of consolidation: The accompanying consolidated financial statements include the accounts of Shenandoah Telecommunications Company and all of its wholly owned subsidiaries. All intercompany accounts and transactions for continuing operations have been eliminated in consolidation.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect reported amounts of assets, liabilities, revenues and expenses and related disclosures. Due to the inherent uncertainty involved in making estimates, actual results to be reported in future periods could differ from our estimates.

Revenue recognition: The Company recognizes revenue in accordance with Accounting Standards Codification ("ASC") 606, Revenue from contracts with customers ("ASC 606").

Our Broadband segment provides broadband data, video and voice services to residential, small and midsize businesses ("SMB") and commercial customers in portions of Virginia, West Virginia, Maryland, Pennsylvania and Kentucky, via fiber optic and hybrid fiber coaxial cable networks. The Broadband segment also provides voice and DSL telephone services to customers in Virginia's Shenandoah County and portions of adjacent counties as an RLEC.

Transaction price is measured as the amount billed, which is generally determined by list prices for goods and services less discounts offered. We allocate the total transaction price in these transactions based upon the standalone selling price of each distinct good or service. We generally recognize these revenues over time as customers simultaneously receive and consume the benefits of the service, with the exception of equipment sales and home wiring, which are recognized as revenue at a point in time when control transfers and when installation is complete, respectively. A significant portion of the Company's revenues are derived from customers who may cancel their subscriptions at any time without penalty. As such, the amount of deferred revenue related to unsatisfied performance obligations is not necessarily indicative of the future revenue to be recognized from the Company's existing customers. Installation fees charged upfront without transfer of commensurate goods or services to the customer are allocated to services and are recognized ratably over the longer of the contract term or the period in which the unrecognized fee remains material to the contract, which we estimate to be approximately one year. Additionally, the Company incurs commission expenses related to in-house and third-party vendors which are capitalized and amortized over the expected customer benefit period.

Our Broadband segment also provides Ethernet and Wavelength fiber optic services to commercial fiber customers under capacity agreements, and the related revenue is recognized over time. In some cases, non-refundable upfront fees are charged for connecting commercial fiber customers to our fiber network. Those amounts are recognized ratably over the initial contract term.

The Broadband segment also leases dedicated fiber optic strands to customers as part of "dark fiber" agreements, which are accounted for as leases under ASC 842, Leases ("ASC 842").

Our Tower segment leases space on owned cell towers to our Broadband segment, and to other wireless carriers. Revenue from these leases is accounted for under ASC 842.

Advertising costs: The Company expenses advertising costs and marketing production costs as incurred and includes such costs within selling, general and administrative expenses in the consolidated statements of operations. Advertising expense for the years ended December 31, 2023, 2022 and 2021 was $11.4 million, $6.8 million and $4.4 million, respectively.

Fair value measurements: The Company measures certain assets and liabilities at fair value. Fair value is defined as the exchange price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Company uses the fair value hierarchy to evaluate inputs used in determining the fair value of its assets and liabilities. The three levels of inputs used to measure fair value are (i) observable inputs, such as quoted prices in active markets (level 1); (ii) inputs other than quoted prices in active markets that are observable either directly or indirectly (level 2); and (iii) unobservable inputs that require the Company to use present value and other valuation techniques in the determination of fair value (level 3).

The Company remeasures long-lived assets such as property, plant and equipment, intangible assets and goodwill at fair value when they are deemed to be impaired. The fair value of these assets is determined with valuation techniques using the best information available and may include quoted market prices, market comparables or discounted cash flow models.

The carrying amounts reported in the Company's consolidated financial statements for cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate fair value because of the short-term nature of these financial instruments. The carrying amount of the Company's long-term debt, which have a floating interest rate, approximates fair value. The Company's interest rate swaps are marked to market on a quarterly basis and are presented on the consolidated balance sheets at fair value.

Cash and cash equivalents: Cash equivalents include all investments with an original maturity of three months or less. The Company places its temporary cash investments with high credit quality financial institutions. Generally, such investments are in excess of FDIC or SIPC insurance limits.

Allowance for credit losses: Accounts receivable have been reduced by an allowance for amounts that may be uncollectible in the future. This estimated allowance is based primarily on the aging category, historical collection experience and management's evaluation of the financial condition of the customer. The Company writes off accounts receivable balances deemed uncollectible against the allowance for credit losses generally when the account is turned over for collection to an outside collection agency.

Investments: The Company investments measured at fair value primarily consist of supplemental executive retirement plan ("SERP") investments in a rabbi trust as a source of funding for future payments under the plan. The SERP's investments were designated as trading securities and will be liquidated and paid out to the participants six months after retirement. The benefit obligation to participants is always equal to the value of the SERP assets under ASC 710, *Compensation*. Changes to the investments' fair value are presented in Other income, net, while the reciprocal changes in the liability representative of compensatory expense, are presented in selling, general and administrative expense in the Company's consolidated statements of comprehensive income (loss).

The Company's investments measured at cost primarily consist of CoBank's Class A common stock derived from the CoBank patronage program. The investment is recognized as the Company's initial investment in CoBank plus subsequent patronage distributions received from CoBank.

Property, plant and equipment: Property, plant and equipment is stated at cost less accumulated depreciation and amortization. The Company capitalizes all costs associated with the purchase, deployment and installation of property, plant and equipment, including interest costs and internal labor costs on major capital projects during the period of their construction. Shentel capitalized $5.4 million and $0.7 million of interest costs for the years ended December 31, 2023 and 2022, respectively. Maintenance expense is recognized as incurred when repairs are performed that do not extend the life of property, plant and equipment. Expenses for major renewals and improvements, which significantly extend the useful lives of existing property and equipment, are capitalized and depreciated. Depreciation is calculated on the straight-line method over the estimated useful lives of the assets. Labor costs associated with customer installation activities at existing service locations are expensed as incurred under industry specific guidance. Leasehold improvements are amortized over the lesser of their useful lives or respective lease terms. Land is not depreciated. Refer to Note 5, *Property, Plant and Equipment*, for additional information.

Indefinite-lived intangible assets: Goodwill represents the excess of acquisition costs over the fair value of tangible net assets and identifiable intangible assets of the businesses acquired. Cable franchise rights provide us with the non-exclusive right to provide video services in a specified area. Spectrum licenses are issued by the Federal Communications Commission ("FCC") and provide us with either an exclusive or priority access right to utilize designated radio frequency spectrum within specific geographic service areas to provide wireless communication services. While some cable franchises and spectrum licenses are issued for a fixed time (generally ten years and up to fifteen years, respectively), renewals have been granted routinely and at nominal costs. The Company believes it will be able to meet all requirements necessary to secure renewal of its cable franchise rights and spectrum licenses. Moreover, the Company has determined that there are currently no legal, regulatory, contractual, competitive, economic or other factors that limit the useful lives of our cable franchises or spectrum licenses and, as a result, we account for cable franchise rights and spectrum licenses as indefinite-lived intangible assets.

Indefinite-lived intangible assets are not amortized but rather, are subject to impairment testing annually, in the fourth quarter, or whenever events or changes in circumstances indicate that the carrying amount may not be fully recoverable. Goodwill is evaluated for impairment based on the identification of reporting units. Our reporting units align with our reportable segments. We evaluated goodwill in each of our reporting units for impairment on October 1, 2023 on the basis of qualitative factors. Our consideration of qualitative factors included but was not limited to macroeconomic conditions, industry and market conditions, company specific events, changes in circumstances, after tax cash flows and market capitalization trends. We concluded that there were no indicators that a reporting unit impairment was more likely than not.

We evaluated our cable franchise rights and spectrum licenses for impairment on October 1, 2023 utilizing a qualitative assessment. Our consideration of qualitative factors included but was not limited to macroeconomic conditions, industry and market conditions, company specific events, changes in circumstances, after tax cash flows and market capitalization trends. We concluded that there were no indicators that an impairment of these indefinite-lived intangible assets was more likely than not.

Long-lived assets: Finite-lived intangible assets, property, plant, and equipment, and other long-lived assets held for use are amortized or depreciated over their estimated useful lives, as summarized in the respective notes below. These assets are evaluated for impairment based on the identification of asset groups. Our asset groups align with our reportable segments. We evaluated our asset groups for impairment during the fourth quarter of 2023 and concluded that there were no indicators that an

asset group impairment was more likely than not, with the exception of those described in Note 5, *Property, Plant and Equipment.*

Asset retirement obligations: Certain of the Company's lease agreements contain provisions requiring the Company to restore facilities or remove property in the event that the lease agreement is not renewed. The Company records an estimate for the cost to comply with these provisions based on what a willing third party would charge for the retirement activity on the date of recognizing the asset retirement obligation. Upon retirement of the related asset and performance of the asset retirement activities, the Company derecognizes the asset retirement obligation and records a gain or loss to reflect the difference between the Company's estimate and the actual cost to retire the asset. Current ARO liabilities are recorded in accrued liabilities and other in the Company's consolidated balance sheets and noncurrent ARO liabilities are presented in the consolidated balance sheets as "Asset retirement obligations."

Benefit plan obligations: The Benefit Plan Obligations caption includes the following:

($ in thousands)	December 31, 2023	December 31, 2022
Postretirement medical benefits plan	$ 1,653	$ 1,869
Supplemental executive retirement plan	2,290	1,889
Total	$ 3,943	$ 3,758

Prior to December 31, 2023, Shentel maintained a frozen defined benefit plan. Benefits under the plan vested after five years of plan service and were based on years of service and an average of the five highest consecutive years of compensation subject to certain reductions if the employee elects to receive the benefit prior to age 65. This plan was amended on December 31, 2012, to freeze future benefit plan accruals for participants.

On October 13, 2021, Shentel's Board of Directors adopted a resolution to terminate its pension plan. The Company terminated the pension plan and all benefits were distributed in June 2023 through the combination of lump sum payments and the purchase of non-participating annuity contracts at the option of the pension plan participants. The Company made an additional $2.9 million contribution from its cash balance as a result of the settlement and recognized a settlement gain of $0.7 million in other income (expense) for the year ended December 31, 2023.

As of December 31, 2022, the fair value of our pension plan assets were $21.3 million. These investments were held in mutual funds and were valued based on the net asset value per share. Our pension plan's projected benefit obligation was $24.7 million, at December 31, 2022, determined using a discount rate of 4.90%. The net benefit plan obligation for the pension plan, with a balance of approximately $3.4 million, is presented in accrued liabilities and other in the Company's consolidated balance sheet at December 31, 2022.

The postretirement medical benefits plan is a frozen, unfunded, defined benefit plan. The postretirement plan liability was discounted at 4.9% and 5.0% at December 31, 2023 and 2022, respectively.

The SERP is a benefit plan that provides deferred compensation to certain employees. The Company holds investments in a rabbi trust as a source of funding for future payments under the plan. The SERP's investments were designated as trading securities and will be liquidated and paid out to the participants upon retirement. The benefit obligation to participants is always equal to the value of the SERP assets under ASC 710 *Compensation.* Changes to the investments' fair value are presented in Other income, net, while the reciprocal changes in the liability representative of compensatory expense, are presented in selling, general and administrative expense in the Company's consolidated statements of comprehensive income (loss).

Leases: The Company leases various telecommunications sites, warehouses, retail stores, and office facilities for use in our business. These agreements include fixed rental payments as well as variable rental payments such as those based on relevant inflation indices. The accounting lease term includes optional renewal periods that we are reasonably certain to exercise based on our assessment of relevant contractual and economic factors. The related lease payments are discounted at lease commencement using the Company's incremental borrowing rate in order to measure the lease liability and right-of-use asset.

The incremental borrowing rate is determined using a portfolio approach based on the rate of interest that the Company would have to pay to borrow an amount equal to the lease payments on a collateralized basis over a similar term. The Company uses the observable unsecured borrowing rate and risk-adjusts that rate to approximate a collateralized rate.

Income taxes: The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated

financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

In assessing the ability to realize deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon generating future taxable income during the periods in which those temporary differences become deductible. The Company considers the scheduled reversal of deferred tax liabilities, projected future taxable income, taxable income in prior carryback years if available and tax planning strategies in making this assessment. Based upon the level of historical taxable income, projections for future taxable income over the periods for which the deferred tax assets are deductible, and the option to elect out of bonus depreciation on in-serviced fixed assets, the Company believes it more likely than not that the net deferred tax assets will be realized.

The Company recognizes a tax benefit from an uncertain tax position when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. The Company records a liability for the difference between the benefit recognized and measured for financial statement purposes and the tax position taken or expected to be taken on the tax return. Changes in the estimate are recorded in the period in which such determination is made.

Stock-based compensation: The cost of employee services received in exchange for share-based awards classified as equity is measured using the estimated fair value of the award on the date of the grant, and the related expense is recorded over the recipient's respective service period. The fair value for the Company's restricted stock units ("RSUs") are determined using the Company's stock price and the fair value for the Company's Relative Total Shareholder Return ("RTSR") awards are determined using a Monte Carlo simulation. The Company records forfeitures for its RSUs and RTSRs as they occur. Certain of the Company's share-based awards contain retirement clauses which state that awards will continue to vest without the requirement of continuous employment after a participant achieves certain service- and age-based requirements ("Retirement Eligibility"). The Company accelerates expense associated with eligible awards for employees who have achieved Retirement Eligibility on the later of the grant date or the date in which Retirement Eligibility is achieved.

Government grants: Shentel receives grants from the U.S. Government and its agencies, as well as various state governments under various programs designed to fund telecommunications operations and broadband infrastructure expansion into rural or underserved areas. The grant programs are evaluated to determine if they represent grants related to revenue or capital expenditures. Grants for revenue and operating activities are recorded as other revenue in the Company's consolidated statements of comprehensive income (loss) as the services are provided. Grants for capital expenditures are recorded as a reduction to the corresponding property, plant and equipment asset balance and are recognized through a reduction in depreciation expense over the life of the corresponding asset in the Company's consolidated statements of operating income (loss). Government grants related to revenue and operations are classified as operating cash inflows and grants for capital expenditures are classified as investing cash inflows.

The Company monitors government grants for requirements to ensure that conditions related to grants have been met and there is reasonable assurance that the Company will be able to retain the grant proceeds and to ensure that any contingencies that may arise from not meeting the conditions are appropriately recognized. See Note 13, *Government Grants* for additional information.

Segments: The Company's chief operating decision maker ("CODM") regularly reviews the Company's results to assess performance and allocates resources at the level of the Company's two operating segments, Broadband and Tower. Given the differences in the characteristics of the Company's operating segments, management has determined that the operating segments cannot be combined into one reportable segment. As such, the Company has two reportable segments, Broadband and Tower.

New Accounting Standards

In October 2023, the FASB issued ASU 2023-06, "*Disclosure Improvements: Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative,*" ("ASU 2023-06") which aligns the disclosure and presentation requirements of a variety of the FASB's ASC Topics with the requirements described in the SEC's Disclosure Update and Simplification Initiative. ASU 2023-06 will become effective for each amendment on the effective date of the SEC's

corresponding disclosure rule changes. The Company is currently assessing the impact of adopting ASU 2023-06 on the consolidated financial statements and related disclosures.

In November 2023, the FASB issued ASU 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures,*" ("ASU 2023-07"). The amendments in ASU 2023-07 improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. These enhanced disclosures requirements also include, but are not limited to, the requirement to disclose other segment items by reportable segment, the title and the position of the CODM and an explanation of how the CODM uses the reported measure(s) of segment profit or loss in assessing segment performance. The amendments in ASU 2023-07 are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is currently assessing the impact of adopting ASU 2023-07 on the consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures,*" ("ASU 2023-09"). ASU 2023-09 is intended to enhance the transparency and decision usefulness of income tax disclosures. The amendments in ASU 2023-09 address investor requests for enhanced income tax information primarily through changes to the rate reconciliation and income taxes paid information. The amendments in ASU 2023-09 are effective for annual periods beginning after December 15, 2024. The Company is currently assessing the impact of adopting ASU 2023-09 on the consolidated financial statements and related disclosures.

Note 3. Revenue from Contracts with Customers

Contract Assets

The Company's contract assets primarily include commissions incurred to acquire contracts with customers. The Company incurs commission expenses related to in-house and third-party vendors which are capitalized and amortized over the expected customer benefit period which is approximately six years. The Company's current contract assets are included in prepaid expenses and other and the Company's non-current contract assets are included in deferred charges and other assets in its consolidated balance sheets. Amortization of capitalized commission expenses is recorded in selling, general and administrative expenses in the Company's consolidated statements of comprehensive income (loss).

The following tables present the activity of current and non-current contract assets:

(in thousands)	**2023**	**2022**
Beginning Balance	$ 8,646	$ 8,147
Commission payments	3,138	3,355
Contract asset amortization	(3,151)	(2,856)
Ending Balance	$ 8,633	$ 8,646

Contract Liabilities

The Company's contract liabilities include services that are billed in advance and recorded as deferred revenue, as well as installation fees that are charged upfront without transfer of commensurate goods or services to the customer. The Company's current contract liabilities are included in advanced billings and customer deposits in its consolidated balance sheets and the Company's non-current contract liabilities are included in other liabilities in its consolidated balance sheets. Shentel's current contract liability balances were $10.0 million and $9.5 million as of December 31, 2023 and 2022, respectively. Shentel's non-current contract liability balances were $1.0 million and $1.9 million as of December 31, 2023 and 2022, respectively. Shentel expects its current contract liability balances to be recognized as revenues during the twelve-month periods following the respective balance sheet dates and its non-current contract liability balances to be recognized as revenues after the twelve-month periods following the respective balance sheet dates.

No customer accounted for more than 10% of revenue for the years ended December 31, 2023, 2022, and 2021 and no customer made up more than 10% of accounts receivable at December 31, 2023 and 2022.

See Note 15, *Segment Reporting*, for a summary of the Company's revenue streams.

Note 4. Investments

Investments consist of the following:

(in thousands)	December 31, 2023	December 31, 2022
SERP investments at fair value	$ 2,290	$ 1,889
Cost method investments	10,675	10,749
Equity method investments	233	333
Total investments	$ 13,198	$ 12,971

SERP investments at fair value: The fair value of the SERP investments are based on unadjusted quoted prices in active markets and are classified as Level 1 of the fair value hierarchy.

Cost method investments: Our investment in CoBank's Class A common stock, derived from the CoBank patronage program, represented substantially all of our cost method investments with a balance of $10.1 million and $10.0 million at December 31, 2023 and 2022, respectively. We recognized approximately $0.5 million, $0.1 million and $2.0 million of patronage income in other income (expense) in 2023, 2022 and 2021, respectively. The Company expects that approximately 88% of the patronage distributions will be collected in cash and 12% in equity in 2024.

Equity method investments: At December 31, 2022, the Company had a 20.0% ownership interest in Valley Network Partnership ("ValleyNet"). During 2023, ValleyNet ceased operations and was dissolved. In April 2023, Shentel received a payment of $0.1 million, representing Shentel's remaining capital in the partnership, and the investment balance was derecognized from Shentel's consolidated balance sheets. Prior to the commencement of dissolution proceedings, the Company and ValleyNet purchased capacity on one another's fiber network, through related party transactions.

Note 5. Property, Plant and Equipment

Property, plant and equipment consist of the following:

($ in thousands)	Estimated Useful Lives	December 31, 2023	December 31, 2022
Land		$ 3,692	$ 3,722
Land improvements	10 years	4,448	3,483
Buildings and structures	10 - 45 years	95,436	93,461
Cable and fiber	15 - 30 years	799,612	593,771
Equipment and software	4 - 8 years	337,808	317,347
Plant in service		1,240,996	1,011,784
Plant under construction		145,710	144,534
Total property, plant and equipment		1,386,706	1,156,318
Less: accumulated depreciation and amortization		(507,207)	(468,765)
Property, plant and equipment, net		$ 879,499	$ 687,553

Property, plant and equipment, net increased due primarily to capital expenditures in the Broadband segment driven by our Glo Fiber market expansion. The Company's accounts payable as of December 31, 2023 and 2022 included amounts associated with capital expenditures of approximately $51.1 million and $43.8 million, respectively. Depreciation and amortization expense was $65.0 million, $68.2 million, and $54.4 million for the years ended December 31, 2023, 2022, and 2021, respectively. During year ended December 31, 2023, the Company disposed of fully depreciated property, plant and equipment assets, which reduced plant in service by approximately $26.0 million, with a corresponding offset to accumulated depreciation and amortization. The majority of disposals related to Beam assets as a result of the cessation of Beam assets described in the following paragraph.

In the fourth quarter of 2021, due to the availability of grants awarded under various governmental initiatives in support of rural FTTH broadband network expansion projects, we decided to cease further expansion of our Beam branded fixed wireless edge-out strategy, which is offered under our Broadband segment. During the second quarter of 2022, the Company permanently ceased operating 20 of our 55 Beam fixed wireless sites. Consequently, Shentel recorded an impairment charge of $4.1 million. The Company ceased its remaining Beam operations in the fourth quarter of 2022 and accelerated depreciation for remaining Beam network assets, which were expected to have limited use through 2023. Shentel recorded $7.4 million in accelerated depreciation during the year ended December 31, 2022 and impaired the remaining $1.5 million of Beam property, plant and equipment assets during the year ended December 31, 2023. Shentel also recorded $1.3 million in restructuring costs related to severance and other exit costs associated with the cessation of Beam operations during the year ended December 31, 2022. No restructuring costs related to Beam were recorded during the year ended December 31, 2023.

Note 6. Goodwill and Intangible Assets

The Company's goodwill and intangible assets consist of the following:

(in thousands)	December 31, 2023 Gross Carrying Amount	December 31, 2023 Accumulated Amortization and Other	December 31, 2023 Net	December 31, 2022 Gross Carrying Amount	December 31, 2022 Accumulated Amortization and Other	December 31, 2022 Net
Goodwill - Broadband	$ 3,244	$ —	$ 3,244	$ 3,244	$ —	$ 3,244
Indefinite-lived intangibles:						
Cable franchise rights	$ 64,334	$ —	$ 64,334	$ 64,334	$ —	$ 64,334
FCC spectrum licenses	12,122	—	12,122	12,122	—	12,122
Railroad crossing rights	217	—	217	141	—	141
Total indefinite-lived intangibles	76,673	—	76,673	76,597	—	76,597
Finite-lived intangibles:						
Subscriber relationships	28,425	(27,370)	1,055	28,425	(26,910)	1,515
Other intangibles	510	(359)	151	488	(329)	159
Total finite-lived intangibles	28,935	(27,729)	1,206	28,913	(27,239)	1,674
Total goodwill and intangible assets	$ 108,852	$ (27,729)	$ 81,123	$ 108,754	$ (27,239)	$ 81,515

Amortization expense was $0.5 million, $0.7 million and $0.8 million for the years ended December 31, 2023, 2022 and 2021, respectively.

On August 23, 2022, the Company entered into a definitive asset purchase agreement (the "Spectrum Purchase Agreement") with a wireless carrier pursuant to which the Company agreed to sell certain FCC spectrum licenses and leases utilized in the Company's Beam branded fixed wireless service for total consideration of approximately $21.1 million, composed of $17.3 million cash and approximately $3.8 million of liabilities to be assumed by the wireless carrier (the "Spectrum Transaction").

As a result of the expected sale, the Company concluded that the FCC spectrum licenses met the held for sale criteria. Accordingly, $13.8 million of indefinite-lived licenses and $5.9 million of finite-lived licenses are presented as held for sale, along with the corresponding $3.8 million of operating lease liabilities related to the finite-lived licenses, as of December 31, 2022. Upon the closing of the Spectrum Transaction on July 6, 2023, the respective balances were derecognized, resulting in a gain of $1.3 million recorded in other income (expense). The Company evaluated these events and determined that the Spectrum Transaction does not represent a strategic shift in the Company's business.

Our finite-lived intangible assets are amortized over the following estimated useful lives:

	Estimated Useful Life
Subscriber relationships	3 - 10 years
Other intangibles	15 - 20 years

The following table summarizes expected amortization of intangible assets at December 31, 2023:

(in thousands)	Amortization of Intangible Assets
2024	$ 492
2025	486
2026	105
2027	67
2028	19
Thereafter	37
Total	$ 1,206

Note 7. Other Assets and Accrued Liabilities

Prepaid expenses and other, classified as current assets, included the following:

(in thousands)	December 31, 2023	December 31, 2022
Prepaid maintenance expenses	$ 5,157	$ 7,444
Broadband contract acquisition costs	2,675	2,809
Interest rate swaps	1,443	—
Other	2,507	1,256
Prepaid expenses and other	$ 11,782	$ 11,509

Deferred charges and other assets, classified as long-term assets, included the following:

(in thousands)	December 31, 2023	December 31, 2022
Broadband contract acquisition costs	$ 5,958	$ 5,837
Interest rate swaps	798	—
Prepaid expenses and other	6,942	7,422
Deferred charges and other assets	$ 13,698	$ 13,259

Accrued liabilities and other, classified as current liabilities, included the following:

(in thousands)	December 31, 2023	December 31, 2022
Accrued programming costs	$ 3,209	$ 3,306
Pension plan	—	3,341
Other current liabilities	6,434	11,259
Accrued liabilities and other	$ 9,643	$ 17,906

Other liabilities, classified as long-term liabilities, included the following:

(in thousands)	December 31, 2023	December 31, 2022
Noncurrent portion of deferred lease revenue	$ 18,194	$ 18,679
Noncurrent portion of financing leases	1,395	1,500
Other	294	39
Other liabilities	$ 19,883	$ 20,218

Restructuring Activities

During 2021, as a result of the sale of our Wireless assets and operations, we implemented a restructuring plan whereby certain employees were notified of their pending dismissal under the workforce reduction program. We made $1.7 million and $2.1 million in severance payments for the years ended December 31, 2022 and 2021, respectively. For the year ended December 31, 2021, we recognized expenses of $1.7 million and $2.2 million, presented in continuing and discontinued operations, respectively. No restructuring expenses were incurred during the year ended December 31, 2023.

Asset Retirement Obligations:

Below is a summary of our current and non-current asset retirement obligations:

	Years Ended December 31,		
(in thousands)	2023	2022	2021
Balance at beginning of year	$ 11,368	$ 9,824	$ 5,113
Additional asset retirement obligations recorded and changes to prior estimates	(111)	1,198	4,290
Liabilities settled	(1,000)	(185)	—
Accretion expense	621	531	421
Balance at end of year	$ 10,878	$ 11,368	$ 9,824

Note 8. Leases

The Company leases various broadband network and telecommunications sites, fiber optic cable routes, warehouses, retail stores and office facilities for use in our business.

The components of lease costs were as follows:

(in thousands)	Classification	Years Ended December 31, 2023	2022	2021
Finance lease cost				
Amortization of leased assets	Depreciation	$ 477	$ 477	$ 498
Interest on lease liabilities	Interest expense	78	83	95
Operating lease cost	Operating expense[1]	6,982	7,570	7,063
Lease cost		$ 7,537	$ 8,130	$ 7,656

(1) Operating lease expense is presented in cost of service or selling, general and administrative expense based on the use of the relevant facility.

The following table summarizes the expected maturity of lease liabilities at December 31, 2023:

(in thousands)	Operating Leases	Finance Leases	Total
2024	$ 5,626	$ 178	$ 5,804
2025	5,555	180	5,735
2026	4,702	153	4,855
2027	3,874	155	4,029
2028	3,539	158	3,697
2029 and thereafter	61,732	1,201	62,933
Total lease payments	85,028	2,025	87,053
Less: interest	(33,589)	(526)	(34,115)
Present value of lease liabilities	$ 51,439	$ 1,499	$ 52,938

	December 31, 2023	December 31, 2022
Operating leases		
Weighted average remaining lease term (years)	19.2	19.8
Weighted average discount rate	4.9 %	4.5 %
Finance leases		
Weighted average remaining lease term (years)	12.3	13.1
Weighted average discount rate	5.2 %	5.2 %

(in thousands)	Years Ended December 31, 2023	2022	2021
Cash paid for operating lease liabilities	$ 6,379	$ 6,116	$ 5,643
Operating lease right-of-use assets obtained in exchange for new lease liabilities (includes new leases or modifications of existing leases)	$ 2,037	$ 2,527	$ 11,140

The Company recognized $18.5 million, $18.4 million and $11.1 million of operating lease revenue for the years ended December 31, 2023, 2022 and 2021, respectively, related to the cell site colocation space and dedicated fiber optic strands that we lease to our customers, which is included in service revenue and other in the consolidated statements of comprehensive income (loss). Substantially all of our lease revenue relates to fixed lease payments.

Below is a summary of our contractual minimum rental receipts expected under the lease agreements in place at December 31, 2023:

(in thousands)	Operating Leases
2024	$ 16,508
2025	15,574
2026	12,517
2027	11,022
2028	9,529
2029 and thereafter	16,275
Total	$ 81,425

Note 9. Debt

On May 17, 2023, Shentel entered into Amendment No. 1 to Credit Agreement (the "Amendment") to its existing Credit Agreement, dated as of July 1, 2021, with various financial institutions party thereto (the "Lenders") and CoBank, ACB, as administrative agent for the Lenders (as amended, the "Credit Agreement"), which contains (i) a $100 million, five-year undrawn revolving credit facility (the "Revolver"), (ii) a $150 million five-year delayed draw amortizing term loan ("Term Loan A-1") and (iii) a $150 million seven-year delayed draw amortizing term loan ("Term Loan A-2" and collectively with Term Loan A-1, the "Term Loans"). The following loans were outstanding under the Credit Agreement:

(in thousands)	December 31, 2023	December 31, 2022
Term loan A-1	$ 150,000	$ 37,500
Term loan A-2	150,000	37,500
Total debt	300,000	75,000
Less: unamortized loan fees	(101)	(46)
Total debt, net of unamortized loan fees	$ 299,899	$ 74,954

The Amendment extended the period during which the Company could borrow under the Term Loans from July 1, 2023 to December 31, 2023. The Amendment also extended the date on which the Term Loans must begin to be repaid in quarterly principal installments from September 30, 2023 to March 31, 2024. In addition, the Amendment amended the Credit Agreement to update the benchmark interest rate from the one-month term London Inter-Bank Offered Rate ("LIBOR") to a rate based on the one-month term Secured Overnight Financing Rate ("SOFR"), added a 10 bps credit spread adjustment for loans that bear interest based on Term SOFR and made certain other conforming changes. All other material terms and conditions of the Credit Agreement were unchanged. Management evaluated the amendment and concluded that the amendment was a modification of the existing Credit Agreement and, therefore, modification accounting was applied.

Both Term Loan A-1 and Term Loan A-2 bore interest at one-month LIBOR plus a margin of 1.60% until May 2023 and now bears interest at one-month term SOFR plus a margin of 1.60%. The margin of 1.60% is variable and determined by the Company's net leverage ratio. Interest is paid monthly. The interest rate was 6.95% and 5.89% at December 31, 2023 and December 31, 2022, respectively. Our cash payments for interest were $8.4 million, $0.6 million and $10.4 million for the years ended December 31, 2023, 2022 and 2021, respectively. Interest paid in 2021 was incurred and paid under a prior credit agreement which was repaid in connection with the sale of the Wireless business in 2021. See Note 16, *Discontinued Operations*, for details concerning the sale of the Wireless business. Shentel is charged commitment fees on unutilized portions of its Revolver and Term Loans. The Company recorded $0.5 million, $0.7 million and $0.5 million related to these fees for the year ended December 31, 2023, 2022 and 2021, respectively, which are included in other (expense) income, net in the consolidated statements of comprehensive income (loss).

The Credit Agreement includes various covenants, including total net leverage ratio and debt service coverage ratio financial covenants.

Shentel's Term Loans require quarterly payments based on a percentage of the outstanding balance. Based on the outstanding balance as of December 31, 2023, Term Loan A-1 requires quarterly principal repayments of $0.9 million from March 31, 2024 through June 30, 2024; then increasing to $1.9 million quarterly from September 30, 2024 through March 31, 2026, with the remaining balance due June 30, 2026. Based on the outstanding balance as of December 31, 2023, Term Loan A-2 requires quarterly principal repayments of $0.4 million through March 31, 2028, with the remaining balance due June 30, 2028.

The following table summarizes the expected payments of Shentel's outstanding borrowings as of December 31, 2023:

(in thousands)	Amount
2024	$ 7,125
2025	9,000
2026	138,375
2027	1,500
2028	144,000
Total	$ 300,000

Shentel has not made any borrowings under its Revolver as of December 31, 2023. In the event borrowings are made in the future, the entire outstanding principal amount borrowed is due June 30, 2026.

The Credit Agreement is fully secured by a pledge and unconditional guarantee from the Company and all of its subsidiaries, except Shenandoah Telephone Company. This provides the lenders a security interest in substantially all of the assets of the Company.

Note 10. Derivatives and Hedging

During the second quarter of 2023, Shentel entered into pay fixed (2.90%), receive variable (one-month term SOFR) interest rate swaps totaling $150.0 million of notional principal (the "Swaps"). The Swaps contain monthly payment terms beginning in May 2024, which extend through their maturity dates in June 2026. The Swaps are designated as cash flow hedges, representing 50% of the Company's expected outstanding debt. The Company uses the Swaps to manage its exposure to interest rate risk for its long-term variable-rate Term Loans.

The table below presents the fair value of the Swaps as well as their classification in the consolidated balance sheets. The fair value of these instruments was estimated using an income approach and observable market inputs (Level 2):

(in thousands)	December 31, 2023
Balance sheet line items containing derivative financial instruments:	
Prepaid expenses and other	$ 1,443
Deferred charges and other assets	798
Total fair value of derivatives designated as hedging instruments	$ 2,241

The Swaps were determined to be highly effective hedges and therefore all change in the fair value of the Swaps was recognized in other comprehensive income. The Company recognized $1.7 million of unrealized gains net of deferred taxes totaling $0.6 million for 2023. Since the Company did not have outstanding interest rate swaps in the prior year period, there were no gains or losses recorded for 2022. Shentel expects to begin reclassifying amounts related to the Swaps from accumulated other comprehensive income to interest expense in May 2024, when the payment periods of the Swaps begin.

The Company previously held interest rate swaps that were designated as cash flow hedges related to variable-rate long-term debt that were settled in connection with the sale the Company's Wireless assets and operations described in Note 16, *Discontinued Operations*. Similar to the Company's current Swaps, these interest rate swaps were used to manage its exposure to interest rate risk. These interest rate swaps were determined to be highly effective hedges their through the settlement dates in 2021. Upon settlement in 2021, the Company reclassified the remaining balance from accumulated other comprehensive income to the Company's consolidated statements of comprehensive income (loss), resulting in a net gain on interest rate swaps of $4.7 million.

Note 11. Income Taxes

The Company files a consolidated U.S. federal income tax return and various state income tax returns. The provision for the federal and state income taxes attributable to income (loss) consists of the following components:

	Years Ended December 31,		
(in thousands)	**2023**	**2022**	**2021**
Current expense (benefit)			
Federal taxes	$ —	$ 673	$ (21,392)
State taxes	(170)	(186)	(2,565)
Total current provision	(170)	487	(23,957)
Deferred expense (benefit)			
Federal taxes	3,851	(1,119)	25,518
State taxes	(708)	(295)	(3,255)
Total deferred expense (benefit)	3,143	(1,414)	22,263
Income tax expense (benefit)	$ 2,973	$ (927)	$ (1,694)
Effective tax rate	27.0 %	10.0 %	(27.2)%

A reconciliation of income tax expense (benefit) determined by applying the federal and state tax rates to income before income taxes is as follows:

	Years Ended December 31,		
(in thousands)	**2023**	**2022**	**2021**
Expected tax expense (benefit) at federal statutory	$ 2,312	$ (1,954)	$ 1,310
State income tax expense (benefit), net of federal tax effect	657	(410)	438
Revaluation of deferred tax liabilities	(1,373)	—	(5,206)
Stranded tax effects reclassified from other comprehensive income	—	—	1,620
Excess tax deficiency from share-based compensation and other expense, net	854	818	144
Valuation allowance	523	619	—
Income tax expense (benefit)	$ 2,973	$ (927)	$ (1,694)

The change in effective tax rate between 2023 and 2022 was primarily a result of higher pre-tax income in 2023.

The Company received $25.6 million in cash refunds for income taxes for the year ended December 31, 2023. The Company's cash payments for income taxes were $0.1 million, $0.1 million, and $11.2 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Deferred tax assets and liabilities are measured using enacted tax rates that are expected to apply in the year of reversal or settlement and arise from temporary differences between the US GAAP and tax bases of the following assets and liabilities:

(in thousands)	December 31, 2023	December 31, 2022
Deferred tax assets:		
Net operating loss carry-forwards	$ 59,814	$ 28,398
Leases	14,208	14,809
Asset retirement obligations	2,827	2,972
Benefit plan obligations	1,017	978
Accruals and stock-based compensation	4,075	3,087
Other	7,441	5,767
Total gross deferred tax assets	89,382	56,011
Less valuation allowance	(523)	(619)
Net deferred tax assets	88,859	55,392
Deferred tax liabilities:		
Property, plant and equipment	146,302	109,852
Leases	13,616	14,541
Intangible assets	13,837	12,867
Prepaid assets and other	3,251	2,732
Total gross deferred tax liabilities	177,006	139,992
Net deferred tax liabilities	$ 88,147	$ 84,600

The Company has a deferred tax asset of $59.8 million related to federal and various state net operating losses. As of December 31, 2023, the Company had approximately $261.8 million of federal net operating losses, including approximately $236.9 million of federal net operating losses generated after 2017. Federal net operating losses generated prior to 2018 expire through 2027. The Company also had approximately $97.2 million of state net operating losses, which can be carried forward indefinitely. The Company's income tax expense (benefit) for the years ended December 31, 2023 and 2022 included tax expense of $0.5 million and $0.6 million, respectively, for the valuation allowance on deferred tax assets related to federal net operating losses expected to expire unused. The Company recorded no valuation allowances prior to December 31, 2022.

As of December 31, 2023 and 2022, the Company had no unrecognized tax benefits.

The Company's returns are generally open to examination from 2020 forward and the net operating losses acquired from nTelos are open to examination from 2004 forward. The Company is currently involved in one state income tax audit and no federal income tax audits as of December 31, 2023.

Note 12. Stock Compensation, Earnings per Share, and Dividends

The Company's 2014 Equity Incentive Plan (the "2014 Plan") allows for the grant of equity based incentive compensation to all employees. The 2014 Plan authorized grants of up to an additional 4,200,000 shares over a ten-year period beginning in 2014. As of December 31, 2023, approximately 1,521,963 shares remained available for future issuance under the 2014 Plan. The 2014 Plan expired on February 18, 2024 and the Company's Board of Directors approved the resolution to adopt the 2024 Equity Incentive Plan (the "2024 Plan") on February 13, 2024. The Board of Directors has recommend the plan to be presented to the shareholders of the Company at the April 30, 2024 Annual Shareholder Meeting to vote for the approval of the 2024 Plan. The 2024 Plan will authorize grants of up to an additional 3,000,000 shares over a ten-year period beginning no sooner than the effective date of March 1, 2024. Under the 2014 Plan and the 2024 Plan, grants may take the form of stock awards, awards of options to acquire stock, stock appreciation rights and other forms of equity based compensation; both options to acquire stock and stock awards were granted. As of December 31, 2023, the only forms of stock awards outstanding are RSUs and RTSRs.

The Company granted approximately 385,000 RSUs at a weighted average grant price of $19.05 to employees and directors during the year ended December 31, 2023. Approximately 200,000 RSUs with a weighted average grant price of $25.01 vested and 9,000 RSUs with a weighted average grant price of $21.67 were forfeited during the year ended December 31, 2023. The

total fair value of RSUs vested was $5.0 million during the year ended December 31, 2023. Approximately 825,000 RSUs with a weighted average grant price of $21.16 remained outstanding as of December 31, 2023.

The Company granted approximately 134,000 RTSRs at a weighted average grant price of $23.64 to employees during the year ended December 31, 2023. Approximately 30,000 RTSRs with a weighted average grant price of $36.27 vested and no RTSRs were forfeited during the year ended December 31, 2023. The total fair value of RTSRs vested was $1.1 million during the year ended December 31, 2023. Approximately 293,000 RTSRs with a weighted average grant price of $25.80 remained outstanding as of December 31, 2023. As described above, the amount of RTSRs issued are adjusted on the vesting date. The vested amounts above exclude the vesting date adjustment and issuance of RTSRs based on actual performance, which totaled approximately 13,000 RTSRs, resulting in lower shares issued upon vesting of the RTSRs than originally granted.

The Company's RSUs generally have service conditions only or performance and service conditions with vesting periods ranging from one year for directors to five years for employees. RTSR awards vest approximately three years from the grant date. The performance condition applied to the RTSR awards is based upon the Company's stock performance compared to a group of peer companies. The actual number of shares to be issued can range from 0% to 150% of the awards granted.

Stock-based compensation expense was as follows:

	Years Ended December 31,		
(in thousands)	**2023**	**2022**	**2021**
Stock compensation expense	$ 10,823	$ 9,142	$ 3,552
Capitalized stock compensation	(790)	(614)	(144)
Stock compensation expense, net	$ 10,033	$ 8,528	$ 3,408

As of December 31, 2023, there was $8.4 million of total unrecognized compensation cost related to non-vested incentive awards which is expected to be recognized over weighted average period of 2.1 years.

We utilize the treasury stock method to calculate the impact on diluted earnings per share that potentially dilutive stock-based compensation awards have. The following table indicates the computation of basic and diluted earnings per share:

	Years Ended December 31,		
(in thousands, except per share amounts)	**2023**	**2022**	**2021**
Calculation of net income (loss) per share:			
Income (loss) from continuing operations	$ 8,038	$ (8,379)	$ 7,929
Income from discontinued operations, net of tax	—	—	990,902
Net income (loss)	$ 8,038	$ (8,379)	$ 998,831
Basic weighted average shares outstanding	50,396	50,155	50,026
Basic net income (loss) per share - continuing operations	$ 0.16	$ (0.17)	$ 0.16
Basic net income per share - discontinued operations	—	—	19.81
Basic net income (loss) per share	$ 0.16	$ (0.17)	$ 19.97
Effect of stock-based compensation awards outstanding:			
Basic weighted average shares outstanding	50,396	50,155	50,026
Effect from dilutive shares and options outstanding	319	—	123
Diluted weighted average shares outstanding	50,715	50,155	50,149
Diluted net income (loss) per share - continuing operations	$ 0.16	$ (0.17)	$ 0.16
Diluted net income per share - discontinued operations	—	—	19.76
Diluted net income (loss) per share	$ 0.16	$ (0.17)	$ 19.92

There were approximately 117,000 and 259,000 anti-dilutive awards outstanding for the years ended December 31, 2023 and 2021, respectively. There were approximately 365,000 potentially dilutive equity awards for the year ended December 31, 2022; however, these securities were excluded from the calculation of diluted weighted average shares outstanding due to the fact that they were anti-dilutive as a result of the Company's net loss for the year ended December 31, 2022.

The Company paid a special dividend of $18.75 per share on August 2, 2021 (the "Special Dividend"). The total amount paid pursuant to the Special Dividend to Shentel shareholders, including amounts reinvested in the Company's stock via the Company's Dividend Reinvestment Plan, was approximately $937 million.

Note 13. Government Grants

In 2021, Shentel commenced negotiations with various governmental entities to receive awards under broadband infrastructure grant programs to strategically expand the Company's broadband network in order to provide broadband services to unserved residences in the partnering counties in Virginia, Maryland and West Virginia. Throughout 2021, 2022 and 2023, in partnership with counties in the respective states, Shentel has been awarded grants under the Virginia Telecommunication Initiative ("VATI") and the Rural Digital Opportunity Fund ("RDOF") in Virginia, the Connect Maryland Network Infrastructure Grant Program ("Connect MD") in Maryland, and the Major Broadband Projects Strategies ("MBPS") and Line Extension Advancement and Development ("LEAD") programs in West Virginia.

The following table summarizes the awards under each program:

(in thousands)	Awards
VATI	$ 60,872
RDOF	887
Connect MD	19,609
MBPS	3,560
LEAD	823
Total	$ 85,751

To receive such grant distributions, the Company entered into agreements with each partnering county in Virginia, Maryland and West Virginia. These agreements outline certain build-out milestones. The network is required to meet certain performance conditions to ensure that minimum download and upload speeds are able to be provided to the unserved residences.

As discussed in Note 2, *Summary of Significant Accounting Policies*, government assistance that is used to fund capital expenditures is recorded as a reduction to property, plant and equipment. Given the primary purpose of the programs listed above is to fund build-out of the Company's broadband network, amounts recognized under these programs are recorded as a reduction to the related property, plant and equipment and cash receipts are presented as cash flows from investing activities in the Company's consolidated statements of cash flows. The Company recognizes grant receivables at the time it becomes probable that the Company will be eligible to receive the grant, which is estimated to correspond with the date when specified build-out milestones are achieved. As a result of these programs, the Company received $1.9 million in cash reimbursements during the year ended December 31, 2023 and has recorded approximately $1.9 million in accounts receivable as of December 31, 2023. The Company did not recognize any amounts under these programs during the years ended December 31, 2022 and 2021 or as of December 31, 2022.

Note 14. Commitments and Contingencies

We are committed to make payments to satisfy our lease liabilities. The scheduled payments under those obligations are summarized in Note 8, *Leases*. We also have outstanding unconditional purchase commitments to procure programming, marketing services and IT software licenses through 2026. For the years ended December 31, 2023, 2022 and 2021 we paid $4.6 million, $5.2 million and $3.4 million, respectively, for the programming, marketing and IT software license purchase commitments. The Company is obligated to make the following future minimum payments under the non-cancelable terms of these commitments as of December 31, 2023:

(in thousands)	Purchase Commitments
2024	$ 3,894
2025	3,161
2026	1,778
2027	814
Total	$ 9,647

The Company is subject to claims and legal actions that may arise in the ordinary course of business. The Company does not believe that any of these pending claims or legal actions are either probable or reasonably possible of a material loss.

Note 15. Segment Reporting

Shentel has presented Residential & SMB - Cable Markets and Residential & SMB - Glo Fiber Markets separately for 2023. These revenues were previously reported in one line under the description "Residential & SMB". Shentel has amended the presentation for 2022 and 2021.

The divestiture of our Wireless operations on July 1, 2021 represented a strategic shift in the Company's business, which therefore qualified the segment as a discontinued operation. As a result, for all periods presented, the operating results and cash flows related to the Wireless segment were reflected as a discontinued operation in our consolidated statements of comprehensive income (loss) and the consolidated statements of cash flows. The tables below reflect the results of operations of the Company's reportable segments in continuing operations, consistent with internal reporting used by the Company. Intercompany revenue is primarily derived from services provided to the discontinued operation, for periods prior to the divestiture.

Year ended December 31, 2023:

(in thousands)

	Broadband	Tower	Corporate & Eliminations	Consolidated
External revenue				
Residential & SMB - Cable Markets	$ 176,879	$ —	$ —	$ 176,879
Residential & SMB - Glo Fiber Markets	35,103	—	—	35,103
Commercial Fiber	42,132	—	—	42,132
RLEC & Other	14,791	—	—	14,791
Tower lease	—	18,474	—	18,474
Service revenue and other	268,905	18,474	—	287,379
Intercompany revenue and other	348	161	(509)	—
Total revenue	269,253	18,635	(509)	287,379
Operating expenses				
Cost of services	100,841	5,625	(365)	106,101
Selling, general and administrative	62,834	1,412	39,385	103,631
Impairment expense	2,552	—	—	2,552
Depreciation and amortization	61,897	2,103	1,471	65,471
Total operating expenses	228,124	9,140	40,491	277,755
Operating income (loss)	$ 41,129	$ 9,495	$ (41,000)	$ 9,624
Capital expenditures	$ 254,929	$ 1,480	$ 141	$ 256,550

Year ended December 31, 2022:

(in thousands)	Broadband	Tower	Corporate & Eliminations	Consolidated
External revenue				
Residential & SMB - Cable Markets	$ 175,681	$ —	$ —	$ 175,681
Residential & SMB - Glo Fiber Markets	18,293	—	—	18,293
Commercial Fiber	38,821	—	—	38,821
RLEC & Other	16,035	—	—	16,035
Tower lease	—	18,541	—	18,541
Service revenue and other	248,830	18,541	—	267,371
Intercompany revenue and other	185	378	(563)	—
Total revenue	249,015	18,919	(563)	267,371
Operating expenses				
Cost of services	102,267	5,712	(433)	107,546
Selling, general and administrative	56,776	1,279	34,337	92,392
Restructuring expense	849	—	402	1,251
Impairment expense	5,241	—	—	5,241
Depreciation and amortization	63,175	2,416	3,308	68,899
Total operating expenses	228,308	9,407	37,614	275,329
Operating income (loss)	$ 20,707	$ 9,512	$ (38,177)	$ (7,958)
Capital expenditures	$ 188,729	$ 620	$ 260	$ 189,609

Year ended December 31, 2021:

(in thousands)	Broadband	Tower	Corporate & Eliminations	Consolidated
External revenue				
Residential & SMB - Cable Markets	$ 169,183	$ —	$ —	$ 169,183
Residential & SMB - Glo Fiber Markets	8,347	—	—	8,347
Commercial Fiber	30,842	—	—	30,842
RLEC & Other	15,249	—	—	15,249
Tower lease	—	12,393	—	12,393
Service revenue and other	223,621	12,393	—	236,014
Revenue for service provided to the discontinued Wireless operations	4,459	5,311	(545)	9,225
Total revenue	228,080	17,704	(545)	245,239
Operating expenses				
Cost of services	97,283	5,438	(422)	102,299
Selling, general and administrative	47,840	1,197	33,414	82,451
Restructuring expense	202	—	1,525	1,727
Impairment expense	5,986	—	—	5,986
Depreciation and amortization	47,937	2,053	5,216	55,206
Total operating expenses	199,248	8,688	39,733	247,669
Operating income (loss)	$ 28,832	$ 9,016	$ (40,278)	$ (2,430)
Capital expenditures	$ 156,131	$ 977	$ 2,993	$ 160,101

A reconciliation of the total of the reportable segments' operating income (loss) to consolidated income (loss) from continuing operations before income taxes is as follows:

	Years Ended December 31,		
(in thousands)	**2023**	**2022**	**2021**
Total consolidated operating income (loss)	$ 9,624	$ (7,958)	$ (2,430)
Other income (expense), net	1,387	(1,348)	8,665
Income (loss) from continuing operations before income taxes	$ 11,011	$ (9,306)	$ 6,235

The Company's CODM does not currently review total assets by segment since the assets are centrally managed and some of the assets are shared by the segments As a result, total assets by reportable segment have not been presented.

Note 16. Discontinued Operations

On July 1, 2021, pursuant to the Asset Purchase Agreement (the "Purchase Agreement"), dated May 28, 2021, between Shentel and T-Mobile, Shentel completed the sale to T-Mobile of its Wireless assets and operations for cash consideration of approximately $1.94 billion, inclusive of the approximately $60 million settlement of the waived management fees by Sprint, and net of certain transaction expenses (the "Transaction").

The assets and liabilities that transferred in the Transaction (the "disposal group") were presented as held for sale within our historical consolidated balance sheets, and discontinued operations within our historical consolidated statements of comprehensive income (loss).

Income from discontinued operations, net of tax in the consolidated statements of comprehensive income (loss) consist of the following for December 31, 2021:

(in thousands)		
Revenue:		**2021**
Service revenue and other	$	201,076
Equipment revenue		12,253
Total revenue		213,329
Operating expenses:		
Cost of services		38,144
Cost of goods sold		11,964
Selling, general and administrative		17,514
Severance expense		465
Depreciation and amortization		—
Total operating expenses		68,087
Operating income		145,242
Other (expense) income:		
Debt extinguishment		(11,032)
Interest expense and other, net		(9,178)
Gain on sale of disposition of Wireless assets and operations		1,227,531
Income before income taxes		1,352,563
Income tax expense		361,661
Income from discontinued operations, net of tax	$	990,902

There was no material income from discontinued operations for the years ended December 31, 2023 and 2022.

Schedule II
Valuation and Qualifying Accounts

Changes in the Company's allowance for credit losses for accounts receivable for the years ended December 31, 2023, 2022 and 2021 are summarized below:

(in thousands)	Balance at Beginning of Year	Recoveries added to allowance	Provision for Credit Losses	Write-offs	Balance at End of Year
Year Ended December 31, 2023					
Allowance for credit losses	$ 776	$ 424	$ 2,898	$ (3,212)	$ 886
Year Ended December 31, 2022					
Allowance for credit losses	$ 352	$ 414	$ 1,972	$ (1,962)	$ 776
Year Ended December 31, 2021					
Allowance for credit losses	$ 614	$ 530	$ 1,028	$ (1,820)	$ 352

Exhibits Index

Exhibit Number	Exhibit Description
2.1	Asset Purchase Agreement, dated May 28, 2021, between Shenandoah Telecommunications Company and T-Mobile USA, Inc. (incorporated by reference from Exhibit 2.1 to the Company's Current Report on Form 8-K filed on June 1, 2021).
2.2	Agreement and Plan of Merger, dated October 24, 2023, by and among Shenandoah Telecommunications Company, Fox Merger Sub I Inc., Fox Merger Sub II LLC, Horizon Acquisition Parent LLC, Novacap TMT V, L.P. and the Sellers set forth on the signature pages thereto (incorporated by reference from Exhibit 2.1 to the Company's Current Report on Form 8-K filed on October 26, 2023).
2.3	Investment Agreement, dated October 24, 2023, by and among Shenandoah Telecommunications Company, Shentel Broadband Holding Inc., ECP Fiber Holdings, LP and, solely for the limited purposes specified therein, Hill City Holdings, LP (incorporated by reference from Exhibit 2.2 to the Company's Current Report on Form 8-K filed on October 26, 2023).
3.1	Amended and Restated Articles of Incorporation of Shenandoah Telecommunications Company, effective August 31, 2019 (incorporated by reference from Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q filed on September 30, 2019).
3.2	Amended and Restated Bylaws of Shenandoah Telecommunications Company, effective October 25, 2022 (incorporated by reference from Exhibit 3.1 to the Company's Current Report on Form 8-K filed on October 27, 2022).
*4.1	Description of the Company's Common Stock Registered Under Section 12 of the Exchange Act of 1934.
4.2	Shenandoah Telecommunications Company Dividend Reinvestment Plan (incorporated by reference from Exhibit 4.4 to the Company's Registration Statement on Form S-3D (No. 333-74297).
10.1	Credit Agreement, dated July 1, 2021, by and among Shenandoah Telecommunications Company, certain of its subsidiaries as guarantors, CoBank ACB, as administrative agent, and the other lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 1, 2021).
*10.2	Amendment No. 1 to Credit Agreement, dated May 17, 2023, among Shenandoah Telecommunications Company, certain of its subsidiaries, CoBank ACB, as administrative agent, and the other lenders party thereto.
10.3	Consent and Amendment No. 2 to Credit Agreement, dated October 24, 2023, by and among Shenandoah Telecommunications Company, certain of its subsidiaries, CoBank ACB, as administrative agent, and the lenders party thereto (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 26, 2023).
10.4	Commitment Letter, dated October 24, 2023, by and among Shenandoah Telecommunications Company, certain of its subsidiaries, CoBank ACB, Citizens Bank, N.A., Bank of America, N.A. and Fifth Third Bank, National Association. (incorporated by reference from Exhibit 10.2 to the Company's Current Report on Form 8-K filed on October 26, 2023).
10.5	Supplemental Executive Retirement Plan as amended and restated (incorporated by reference from Exhibit 10.14 to the Company's Current Report on Form 8-K filed on March 23, 2007).
10.6	2014 Equity Incentive Plan (incorporated by reference from Appendix A to the Company's Definitive Proxy Statement filed on March 13, 2014 (No. 333-196990)).
10.7	Form of Stock Option Awards for Executives under the 2014 Equity Incentive Plan.
10.8	Form of Restricted Stock Unit Award for Executives under the 2014 Equity Incentive Plan (incorporated by reference from Exhibit 10.5 to the Company's Annual Report on Form 10-K filed on February 22, 2023).

10.9	Form of RTSR Performance Share Unit Award for Executives under the 2014 Equity Incentive Plan (incorporated by reference from Exhibit 10.6 to the Company's Annual Report on Form 10-K filed on February 22, 2023).
10.10	Form of Strategic Retention Performance Share Unit Award (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 23, 2022).
10.11	Form of Severance Agreement (incorporated by reference from Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 11, 2020).
*21	List of Subsidiaries.
*23.1	Consent of RSM US LLP, Independent Registered Public Accounting Firm.
*23.2	Consent of KPMG LLP, Independent Registered Public Accounting Firm.
*31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
*31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
*31.3	Certification of Principal Accounting Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
**32	Certifications pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. § 1350.
*97.1	Shenandoah Telecommunications Company Incentive Award Recoupment Policy.
(101)	Formatted in XBRL (Extensible Business Reporting Language)

101.INS	XBRL Instance Document - the instance document does not appear in the interactive data filing because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith

** This certification is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended (Securities Act), or the Exchange Act.

SIGNATURES

Pursuant to the requirements of Sections 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SHENANDOAH TELECOMMUNICATIONS COMPANY

February 21, 2024	/S/ CHRISTOPHER E. FRENCH *Christopher E. French, President & Chief Executive Officer* *(Principal Executive Officer)*

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

/s/CHRISTOPHER E. FRENCH February 21, 2024 Christopher E. French	President & Chief Executive Officer, Director (Principal Executive Officer)
/s/JAMES J. VOLK February 21, 2024 James J. Volk	Senior Vice President – Chief Financial Officer (Principal Financial Officer)
/s/DENNIS A. ROMPS February 21, 2024 Dennis A. Romps	Vice President - Chief Accounting Officer (Principal Accounting Officer)
/s/THOMAS A. BECKETT February 21, 2024 Thomas A. Beckett	Director
/s/TRACY FITZSIMMONS February 21, 2024 Tracy Fitzsimmons	Director
/s/JOHN W. FLORA February 21, 2024 John W. Flora	Director
/s/ RICHARD L. KOONTZ, JR. February 21, 2024 Richard L. Koontz, Jr.	Director
/s/KENNETH L. QUAGLIO February 21, 2024 Kenneth L. Quaglio	Director
/s/LEIGH ANN SCHULTZ February 21, 2024 Leigh Ann Schultz	Director
/s/VICTOR C. BARNES February 21, 2024 Victor C. Barnes	Director

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This **AMENDMENT NO. 1 TO CREDIT AGREEMENT** (this "**Amendment**") is made and entered into as of May 17, 2023, by and among **SHENANDOAH TELECOMMUNICATIONS COMPANY**, a Delaware limited liability company (the "**Borrower**"), the guarantors party hereto, **COBANK, ACB** ("**CoBank**"), in its capacity as administrative agent under the Credit Agreement (as defined below; CoBank, in such capacity, the "**Administrative Agent**"), as swing line lender (in such capacity, the "**Swing Line Lender**") and as a Lender (including as an Issuing Lender) and each other Lender and Voting Participant party hereto.

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 1, 2021 (as the same has been amended, modified, supplemented, increased or extended from time to time prior to the date hereof, the "**Credit Agreement**"), among the Borrower, the Guarantors from time to time party thereto, the Lenders (including the Issuing Lenders) from time to time party thereto, the Swing Line Lender and the Administrative Agent, the Lenders have agreed to provide the Borrower with the credit facilities provided for therein; and

WHEREAS, the Administrative Agent, the Swing Line Lender, the other Lenders (including the Issuing Lenders), the Voting Participants and the Loan Parties have hereby agreed to the following amendments to the Credit Agreement on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Credit Agreement as follows:

1. **Certain Definitions; Interpretation**.

(a) Capitalized terms used but not otherwise defined herein shall have the meanings when used herein as set forth in the Amended Credit Agreement (as defined below).

(b) The rules of construction set forth in Section 1.2 of the Amended Credit Agreement shall apply to this Amendment.

2. **Amendments to Credit Agreement**. Subject to the conditions set forth in Section 5 hereof:

(a) the Credit Agreement is hereby amended by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and adding the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in Exhibit A hereto (the Credit Agreement, as amended by this Amendment, the "**Amended Credit Agreement**");

(b) Exhibit D of the Credit Agreement is hereby amended by amending and restating such exhibit in entirety in the form of Exhibit B attached hereto;

(c) Exhibit I of the Credit Agreement is hereby amended by amending and restating such exhibit in entirety in the form of Exhibit C attached hereto;

(d) Exhibit J of the Credit Agreement is hereby amended by amending and restating such exhibit in entirety in the form of Exhibit D attached hereto;

(e) Exhibit K of the Credit Agreement is hereby amended by amending and restating such exhibit in entirety in the form of Exhibit E attached hereto; and

(f) Schedule 11.7 of the Credit Agreement is hereby amended by amending and restating such exhibit in entirety in the form of Exhibit F attached hereto.

3. **Availability of LIBOR Fixes**. Notwithstanding anything in this Amendment, the Credit Agreement or the Amended Credit Agreement to the contrary, (i) no Loans may be fixed at the LIBOR Rate Option on or after the Amendment Effective Date and (ii) any LIBOR Rate Loans fixed under Section 2.4(a)(ii) of the Credit Agreement prior to the Amendment Effective Date with an Interest Period ending after the Amendment Effective Date will remain so fixed until the expiration of such Interest Period, subject to the terms of Article II of the Credit Agreement. On the date of expiration of the applicable Interest Period with respect to any such LIBOR Rate Loans, such Loans will automatically convert to Term SOFR Rate Loans with a one month Interest Period.

4. **Representations and Warranties of the Loan Parties**. Each Loan Party represents and warrants to the Administrative Agent and each of the Lenders, as of the Amendment Effective Date, that:

(a) the representations and warranties of each Loan Party contained in the Credit Agreement and the other Loan Documents to which such Loan Party is a party, are true, correct and complete in all material respects (unless such representation and/or warranty is qualified by materiality or Material Adverse Effect, in which case such representation and/or warranty shall be true and correct in all respects as written), before and after giving effect to this Amendment, as though made on and as of the date hereof (except for those representations and warranties that specifically relate to a prior date, which were true, correct and complete in all material respects (unless such representation and/or warranty is qualified by materiality or Material Adverse Effect, in which case such representation and/or warranty was true and correct in all respects as written) on such prior date);

(b) each Loan Party has taken all necessary limited liability company, corporate or other action to authorize the execution, delivery and performance of this Amendment;

(c) this Amendment is the legally valid and binding obligation of each Loan Party party hereto, enforceable against such Person in accordance with its terms, subject only to limitations on enforceability imposed by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general equitable principles;

(d) both immediately before and after giving effect to the transactions contemplated by this Amendment, no event has occurred and is continuing, or would result from the transactions contemplated by this Amendment, that constitutes a Default or an Event of Default;

(e) no Loan Party has received written notice and no Authorized Officer of any Loan Party or any Subsidiary of a Loan Party has knowledge of any action, suit, proceeding or investigation pending against or threatened in writing against any Loan Party or any Subsidiary of any Loan Party or any of their respective properties, including the Licenses, in any court or before any arbitrator of any kind or before or by any other Governmental Authority (including the FCC and any applicable PUC) that would reasonably be expected to result in a Material Adverse Effect; and

(f) all material governmental and third-party consents, subordinations and waivers, as applicable, required to effectuate the transactions contemplated hereby a have been obtained and are in full force and effect, including any required material permits and authorizations of all applicable Governmental Authorities, including the FCC and all applicable PUCs.

5. **Conditions to Effectiveness**. The effectiveness of this Amendment is subject to the satisfaction of each of the following conditions (the Business Day on which such conditions are satisfied, the "**Amendment Effective Date**"):

(a) *Execution of Amendment.* The Administrative Agent shall have received duly authorized and executed copies of this Amendment, signed by an Authorized Officer of each applicable Loan Party and by each other Person party thereto.

(b) *Secretary's Certificate*. The Administrative Agent shall have received a certificate of the secretary or assistant secretary of the Borrower, dated as of the Amendment Effective Date, in form and substance reasonably satisfactory to the Administrative Agent, with copies of its Organizational Documents as in effect on the Amendment Effective Date attached thereto (or with a certification that the Organizational Documents previously delivered by the Borrower to the Administrative Agent have not changed since the date of previous delivery) together with a certificate from the appropriate state official as to the good standing or existence (as applicable) of the Borrower in the Commonwealth of Virginia.

(c) *Fees and Expenses*. The Borrower shall have paid to the Administrative Agent (i) a non-refundable amendment fee in the aggregate amount of $300,000 for the benefit of each Lender (including CoBank), which shall be fully earned, and due and payable on the Amendment Effective Date and (ii) any other invoiced and unpaid fees or commissions due hereunder and under the Amended Credit Agreement (including legal fees and expenses).

(d) *Representations and Warranties*. The representations and warranties of each Loan Party contained in Section 4 of this Amendment shall be true and correct in all material respects (unless such representation and/or warranty is qualified by materiality or Material Adverse Effect, in which case such representation and/or warranty shall be true and correct in all

respects), both immediately before and after giving effect to this Amendment, as though made on and as of the Amendment Effective Date (except for those representations and warranties that specifically relate to a prior date, which were true and correct on such prior date (unless such representation and/or warranty is qualified by materiality or Material Adverse Effect, in which case such representation and/or warranty was true and correct in all respects)).

(e) *No Default or Event of Default*. No Event of Default or Default shall have occurred and be continuing or would result from this Amendment.

(f) *Other Deliverables*. The Administrative Agent shall have received such other documents in connection with the transactions contemplated hereby as the Administrative Agent may reasonably request, in form and substance satisfactory to the Administrative Agent.

6. **Reaffirmations**. The Borrower and each Guarantor hereby acknowledges its receipt of a copy of this Amendment and its review of the terms and conditions hereof and consents to the terms and conditions of this Amendment and the transactions contemplated thereby. The Borrower and each Guarantor, as applicable, (a) affirms and confirms its guarantees, pledges, grants and other undertakings under the Credit Agreement and the other Loan Documents to which it is a party and (b) agrees that (i) each Loan Document to which it is a party shall continue to be in full force and effect and (ii) all guarantees, pledges, grants and other undertakings thereunder shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties, including the Administrative Agent.

7. **Expenses; Indemnity; Damage Waiver**. Section 11.3 of the Credit Agreement is hereby incorporated, *mutatis mutandis*, by reference as if such section was set forth in full herein.

8. **Miscellaneous**.

(a) Counterparts; Integrations; Effectiveness. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any such counterpart may be delivered by facsimile, email or other electronic transmission (including ".pdf" or ".tif") and shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment. The words "execution," "signed," "signature," and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state laws based on the Uniform Electronic Transactions Act. This Amendment and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

(b) Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Loan Parties, the Lenders, the Issuing Lender, the Administrative Agent, and

their respective successors and assigns, except that Borrower may not assign or transfer its rights or obligations hereunder without the prior written consent of the Administrative Agent.

(c) Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflicts of law principles that require or permit application of the laws of any other state or jurisdiction. Section 11.10 of the Credit Agreement regarding governing law, submission to jurisdiction, waiver of venue, service of process and waiver of jury trial is hereby incorporated, *mutatis mutandis*, by reference as if such section was set forth in full herein.

(d) Severability. The provisions of this Amendment are intended to be severable. If any provision of this Amendment shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

(e) Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

(f) Loan Document. This Amendment is a Loan Document and subject to the terms of the Amended Credit Agreement.

(g) Effect on the Credit Agreement and other Loan Documents. Except as specifically modified by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed and this Amendment shall not be considered a novation. The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Administrative Agent, the Swing Lender or any Lender (including any Issuing Lender) under, the Credit Agreement or any of the other Loan Documents.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by such party, or to be executed by a duly authorized officer of such party, as of the date first above written.

COBANK, ACB,
as Administrative Agent, an Issuing Lender,
Swing Line Lender, and a Lender

By: Gloria Hancock
Gloria Hancock
Managing Director

BORROWER:

SHENANDOAH TELECOMMUNICATIONS COMPANY

By: _____
Name: Christopher E. French
Title: President and Chief Executive Officer

GUARANTORS:

SHENTEL PERSONAL COMMUNICATIONS, LLC
SHENANDOAH CABLE TELEVISION, LLC
SHENANDOAH MOBILE, LLC
SHENTEL MANAGEMENT COMPANY

By: _____
Name: Christopher E. French
Title: President and Chief Executive Officer

BANK OF AMERICA, N.A.,
as a Lender

By: _____
Name: Holver Rivera
Title: Senior Vice President

CITIZENS BANK, N.A.,
as a Lender

By: _____
Name: Carmen Malizia
Title: Vice President

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as a Lender

By: Nick Meece
Name: Nick Meece
Title: Associate

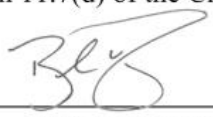
TRUIST BANK,
as a Lender

By: /s/ Paige Scheper
Name: Paige Scheper
Title: Director

AGCOUNTRY FARM CREDIT SERVICES, FLCA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: _____
Name: GUSTAVE RADCLIFFE
Title: VICE PRESIDENT

AGFIRST FARM CREDIT BANK,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: 
Name: Brandon Waring
Title: AVP

AGWEST FARM CREDIT, FLCA, successor in interest by merger to Farm Credit West, FLCA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By:_____
Name: Austin Taylor
Title: Vice President

CAPITAL FARM CREDIT, FLCA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: 
Name: Agustin Arzeno
Title: Director Capital Markets

COMPREER FINANCIAL, FLCA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: _____
Name: Sarah Fleet
Title: Director, Capital Markets

FARM CREDIT BANK OF TEXAS,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: 
Name: John McCarty
Title: Director, Capital Markets

FARM CREDIT EAST, ACA
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: 
Name: Benjamin Thompson
Title: Vice President

FARM CREDIT MID-AMERICA, FLCA,
f/k/a Farm Credit Services of Mid-America, FLCA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: _____
Name: Matthew Giffen
Title: AVP Food and Agribusiness

FARM CREDIT OF NEW MEXICO, FLCA a wholly owned subsidiary of Farm Credit of New Mexico, ACA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: Scott Bailey
Name: Scott Bailey
Title: Director of Credit

FARM CREDIT SERVICES OF AMERICA, FLCA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: 
Name: Nicholas King
Title: Vice President

GREENSTONE FARM CREDIT SERVICES, FLCA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: Nichole Wilcox
Name: Nichole Wilcox
Title: Senior VP & Managing Director of Capital Markets

HIGH PLAINS FARM CREDIT, FLCA,
as a Voting Participant pursuant to
Section 11.7(d) of the Credit Agreement

By: Nick Jablonski
Name: Nick Jablonski
Title: Vice President - Capital Markets

EXHIBIT A TO AMENDMENT NO. 1

AMENDED CREDIT AGREEMENT

[See Attached]

~~*Execution Version*~~
EXHIBIT A TO AMENDMENT NO. 1

CREDIT AGREEMENT

by and among

SHENANDOAH TELECOMMUNICATIONS COMPANY,

as the Borrower,

THE GUARANTORS FROM TIME TO TIME PARTY HERETO,

COBANK, ACB,

as the Administrative Agent, Joint Lead Arranger, Bookrunner, Swing Line Lender and an Issuing Lender,

BANK OF AMERICA, N.A.,
CITIZENS BANK, N.A.,
FIFTH THIRD BANK, NATIONAL ASSOCIATION, and
TRUIST SECURITIES, INC.

each as Joint Lead Arranger,

and

each of the Lenders referred to herein

Dated as of July 1, 2021

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT is dated as of July 1, 2021 and entered into by and among SHENANDOAH TELECOMMUNICATIONS COMPANY, a Virginia corporation, as the BORROWER (defined below), each of the GUARANTORS (defined below) party hereto from time to time, the LENDERS (defined below) party hereto from time to time and COBANK, ACB, in its capacity as Administrative Agent for the Secured Parties, Joint Lead Arranger, Bookrunner, and as an Issuing Lender and Swing Line Lender (each defined below), and each of BANK OF AMERICA, N.A., CITIZENS BANK, N.A., FIFTH THIRD BANK, NATIONAL ASSOCIATION and TRUIST SECURITIES, INC. as Joint Lead Arrangers.

RECITALS

WHEREAS, the Borrower has requested that the Lenders provide to the Borrower commitments to fund (a) a Revolving Credit Facility in an aggregate principal amount at any time outstanding not to exceed $100,000,000 as such aggregate commitment amount may be reduced or increased from time to time in accordance herewith, (b) a Term Loan A-1 Facility in an aggregate principal amount not to exceed $150,000,000 as such aggregate principal amount may be reduced or increased from time to time in accordance herewith and (c) a Term Loan A-2 Facility in an aggregate principal amount not to exceed $150,000,000 as such aggregate principal amount may be reduced or increased from time to time in accordance herewith, in each case, as more particularly set forth in, and subject to the terms and conditions of, this Agreement.

In consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

I. CERTAIN DEFINITIONS

1.1 **Certain Definitions**. In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof clearly requires otherwise:

"**Additional Incremental Term Lender**" has the meaning specified in Section 2.1(g)(v).

"**Adjusted ~~LIBOR~~Term SOFR Rate**" means, for ~~each Interest Period for any LIBOR Rate Loan, an interest~~purposes of any calculation, the rate per annum equal to (a) the ~~LIBOR~~Term SOFR Rate for such ~~Interest Period multiplied by (b) the Statutory Reserve Rate for such Interest Period~~calculation plus (b) the Term SOFR Adjustment; provided~~,~~ that ~~in no event shall~~if the Adjusted ~~LIBOR~~Term SOFR Rate as so determined shall ever be less than ~~0.00%~~the Floor, then the Adjusted Term SOFR Rate shall be deemed to be the Floor.

"**Administrative Agent**" means CoBank, in its capacity as administrative agent under the Loan Documents.

"**Administrative Questionnaire**" means an administrative questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" means, with respect to any specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified.

"**Agent Parties**" has the meaning specified in Section 11.4(d)(ii).

"**Agreement**" means this Credit Agreement.

"**Alternate Base Rate**" means, for any day, a rate per annum ~~determined by the Administrative Agent on the first Business Day of each week, which shall be~~equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% per annum, and (c) the Adjusted ~~LIBOR~~Term SOFR Rate for an Interest Period of one month in effect on such day plus 1.50% per annum; provided, that in no event shall the Alternate Base Rate be less than ~~0.00~~1.00% per annum. Any change in the ~~Alternate Base Rate due to a change in the calculation thereof shall be effective at the opening of business on the first Business Day of each week or, if determined more frequently, at the opening of business on the first Business Day immediately following the date of such determination~~Prime Rate, Federal Funds Effective Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Term SOFR Rate, respectively, and without necessity of notice being provided to the Borrower or any other Person.

"**Anti-Corruption Laws**" means any Laws of any Governmental Authority concerning or relating to bribery or corruption.

"**Anti-Terrorism Laws**" means any Laws of any Governmental Authority concerning or relating to financing terrorism, "know your customer" or money laundering.

"**Applicable Letter of Credit Fee Rate**" means the percentage rate per annum based on the Total Net Leverage Ratio then in effect according to the Pricing Grid below the heading "Applicable Margin for ~~LIBOR~~Term SOFR Rate Loans and Letter of Credit Fee."

"**Applicable Margin**" means, as applicable:

(a) the percentage spread to be added to the Alternate Base Rate applicable to Base Rate Loans based on the Total Net Leverage Ratio then in effect according to the Pricing Grid below the heading "Applicable Margin for Base Rate Loans" below the heading "Revolving Loans and Term Loan A-1" or below the heading "Term Loan A-2," as applicable; or

(b) the percentage spread to be added to the Adjusted ~~LIBOR~~Term SOFR Rate applicable to ~~LIBOR~~Term SOFR Rate Loans based on the Total Net Leverage Ratio then in effect according to the Pricing Grid (i) below the heading "Applicable Margin for ~~LIBOR~~Term SOFR Rate Loans and Letter of Credit Fee" below the heading "Revolving Loans and Term Loan A-1" or (ii) below the heading "Applicable Margin for ~~LIBOR~~Term SOFR Rate Loans" below the heading "Term Loan A-2".

Notwithstanding the foregoing, the Applicable Margin for any Incremental Term Loan shall be the interest rate margin per annum governing such Tranche of Incremental Term Loan as set forth in the Incremental Term Loan Funding Agreement related to such Tranche, subject to Section 2.1.

"**Applicable Unused Commitment Fee Rate**" means the percentage rate per annum based on the Total Net Leverage Ratio then in effect according to the Pricing Grid below the heading "Applicable Unused Commitment Fee Rate."

"**Approved Fund**" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"**Assignment and Assumption**" means an assignment and assumption agreement entered into by a Lender and an assignee permitted under Section 11.7, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"**Authorized Officer**" means, with respect to any Loan Party or any Subsidiary of any Loan Party, the Chairman of the Board, any Financial Officer, the Chief Operating Officer, any Executive Vice President, any Senior Vice President, any Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer (or in the case of a Loan Party or a Subsidiary that is a limited liability company without officers, a manager or member authorized under such Loan Party's or such Subsidiary's Organizational Documents) of such Loan Party or such Subsidiary or such other individuals, designated by written notice to the Administrative Agent from the Borrower, authorized to execute notices, reports and other documents on behalf of the Loan Parties and Subsidiaries required hereunder. The Borrower may amend such list of individuals from time to time by giving written notice of such amendment to the Administrative Agent.

"**Auxiliary License**" means any License to provide (a) fixed point to point microwave, (b) millimeter wave (70/80/90 GHz Service), (c) microwave industrial pool or (d) aviation auxiliary, the loss of which, individually or collectively with one or more other Licenses, would not reasonably be expected to result in a Material Adverse Effect.

"**Available Revolving Commitment**" means, with respect to any Revolving Lender, an amount equal to such Lender's Revolving Commitment minus the outstanding principal amount of such Lender's Revolving Loans, minus such Lender's Pro Rata Share of the aggregate outstanding amount of Swing Line Loans, if any, minus such Lender's Pro Rata Share of Letter of Credit Obligations, if any.

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"**Avoidance Provisions**" has the meaning specified in Section 12.4(a)(i)(C).

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act of 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment

firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Bankruptcy Code**" means title 11 of the United States Code.

"**Base Rate Loan**" means a Loan bearing interest calculated in accordance with the Base Rate Option. A Base Rate Loan is a Loan not subject to an Interest Period.

"**Base Rate Option**" means the option of the Borrower to have Loans bear interest at the rate and under the terms set forth in Section 2.4(a)(i).

"**Benchmark**" means, initially, ~~LIBOR~~the Term SOFR Rate; provided that if a ~~replacement of the~~ Benchmark Transition Event has occurred ~~pursuant to this Section 3.7~~with respect to the Term SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.7(a). Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"**Benchmark Replacement**" means, for any Available Tenor:

(a) for ~~purposes of Section 3.7(a)~~the Term SOFR Rate, the first alternative set forth below that can be determined by the Administrative Agent:

(i) the sum of~~: (A) Term SOFR and (B) 0.11448% (11.448 basis points) for an Available Tenor of one-month's duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months' duration, 0.42826% (42.826 basis points) for an Available Tenor of six-months' duration and 0.71513% (71.513 basis points) for an Available Tenor of twelve-months' duration; or~~ (a) Daily Simple SOFR and (b) the Term SOFR Adjustment, or

(ii) the sum of~~:~~ (~~A) Daily Simple SOFR and (B) the spread adjustment selected or recommended~~a) an alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for ~~the replacement of the tenor of the LIBOR Rate with a SOFR-based rate having approximately the same length as the interest payment period specified in Section 3.7(a)~~U.S. dollar-denominated syndicated credit facilities at such time; and

(b) for ~~purposes of Section 3.7(b)~~all other Benchmarks, the sum of~~:~~ (i) ~~the~~an alternate benchmark rate and (ii) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time;

provided~~,~~ that, if the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents; provided further that, if the Benchmark Replacement is calculated using Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

"**Benchmark Replacement Conforming Changes**" means, with respect to either the use or administration of the Adjusted Term SOFR Rate or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "~~Interest Period,~~" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of ~~breakage provisions.~~Section 3.5 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such ~~Benchmark Replacement and~~rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of ~~such Benchmark Replacement~~any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"**Benchmark Transition Event**" means, with respect to any then-current Benchmark ~~other than the LIBOR Rate~~, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely; provided~~,~~ that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will ~~no longer~~not be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"**Beneficial Ownership Certification**" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" means 31 CFR § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"**Board**" means the Board of Governors of the Federal Reserve System of the United States of America.

"**Bookrunner**" means CoBank.

"**Borrower**" means Shenandoah Telecommunications Company, a Virginia corporation.

"**Borrowing**" means, as of any date of determination, (a) with respect to ~~LIBOR~~Term SOFR Rate Loans outstanding as of such date, a borrowing consisting of Loans of the same Class and having the same

Interest Period and (b) with respect to Base Rate Loans, all Base Rate Loans outstanding as of such date regardless of Class.

"**Borrowing Date**" means, with respect to any Loan, the date for the making thereof or the renewal or conversion thereof at or to the same or a different Interest Rate Option, which shall be a Business Day.

"**Business**" has the meaning specified in Section 5.18(b).

"**Business Day**" means any day ~~other than~~that is not a Saturday ~~or~~, Sunday or other day that is a legal holiday under the laws of the State of New York or Colorado or is a day on which ~~banks~~banking institutions in such state are authorized or required ~~to be closed for business in Denver, Colorado or New York, New York and if the applicable Business Day relates to any LIBOR Rate Loan or Base Rate Loan determined by reference to the LIBOR Rate, such day must also be a day on which dealings in Dollar deposits by and between banks are carried on in the London interbank market.~~by Law to close.

"**Cable Television Consent**" means any approval, consent, order or other authorization issued by the applicable PUC or other Governmental Authority of the State of West Virginia, the State of Maryland or the Commonwealth of Pennsylvania with respect to the execution, delivery or performance by Shenandoah Cable of its obligations under this Agreement and the other Loan Documents to which it is a party, including the Guaranty set forth in Article XII and the pledge of assets and granting of Liens pursuant to the Security Agreement.

"**Capital Lease**" means any lease of real or personal property that is required to be capitalized under GAAP or that is treated as an operating lease under regulations applicable to the Borrower and its Subsidiaries but that otherwise would be required to be capitalized under GAAP, and for the purposes of this Agreement, the amount of any Capital Lease obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP, subject to Section 1.3(b).

"**Cash Collateralize**" means (a) with respect to the Obligations, to deposit in a Controlled Account or to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Issuing Lender or Lenders, as collateral for Letter of Credit Obligations or obligations of Lenders to fund participations in respect of Letter of Credit Obligations, cash or deposit account balances or, if the Administrative Agent and such Issuing Lender shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the Issuing Lender and (b) with respect to Other Liabilities, to pledge and deposit with or deliver to the Administrative Agent, for the benefit of each Lender (or its Affiliate) that is the provider of a Secured Bank Product or Secured Hedge, as the case may be, as collateral for the Other Liabilities, cash or deposit account balances, or, if the Administrative Agent and such Lender (or its Affiliate) shall agree in their respective sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and each applicable Lender (or its Affiliate). "**Cash Collateral**", "**Cash Collateralization**" and "**Cash Collateralized**" shall have meanings correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"**Cash Equivalents**" means:

(a) marketable direct obligations issued or unconditionally guaranteed by the United States of America or issued by any agency or instrumentality thereof and backed by the full faith and credit of the United States of America or if not so backed, then having a rating of at least A+ from Standard &

Poor's and at least A1 from Moody's, in each case maturing within two (2) years from the date of acquisition thereof;

(b) commercial paper maturing no more than 180 days from the date issued and, at the time of acquisition, having a rating of at least A-1 from Standard & Poor's or at least P-1 from Moody's;

(c) certificates of deposit or bankers' acceptances maturing within one year from the date of issuance thereof issued by, or overnight reverse repurchase agreements from, any commercial bank organized under the Laws of the United States of America or any state thereof or the District of Columbia and, in any case, having combined capital and surplus in an amount not less than $500,000,000;

(d) money market or mutual funds whose investments are limited to those types of investments described in clauses (a) through (c) above; and

(e) time deposits maturing no more than 30 days from the date of creation thereof with commercial banks having membership in the Federal Deposit Insurance Corporation in amounts at any one such institution not exceeding the lesser of $250,000 or the maximum amount of insurance applicable to the aggregate amount of the Loan Party's deposits at such institution.

"**Casualty Event**" means, with respect to any property of any Person, any loss of or damage to, or any condemnation or other taking of, such property for which such Person receives insurance proceeds (other than business interruption insurance proceeds), or proceeds of a condemnation award or other compensation.

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Official Body or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of Law) by any Official Body; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of Law) and (ii) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of Law), in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law regardless of the date enacted, adopted, issued, promulgated or implemented.

"**Change of Control**" means (a) any Person or group of Persons (within the meaning of Sections 13(d) or 14(a) of the Exchange Act) shall have acquired beneficial ownership (either within the meaning of Rules 13d-3 and 13d-5 promulgated by the SEC under the Exchange Act or by reason of such Person or group of Persons having the right to acquire such beneficial ownership, whether exercisable immediately or with the passage of time (each, an "**Option Right**")) of 30% or more of the voting Equity Interests of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully diluted basis, taking into account any Option Rights as though such rights have been exercised; (b) the occurrence of (i) any consolidation or merger of the Borrower in which the Borrower is not the continuing or surviving Person or pursuant to which common shares of the Borrower will be converted into cash, securities or other property or (ii) any sale, lease, exchange or other transfer (in one transaction or a series of transactions) of all or substantially all of the assets of the Borrower; or (c) within a period of twenty-four (24) consecutive calendar months, individuals who were (i) directors of the

Borrower on the first day of such period or (ii) new directors of the Borrower whose nomination or election to the board of directors of the Borrower was approved by at least a majority of directors who were either directors on the first day of such period or whose nomination or election was previously so approved shall cease to constitute a majority of the board of directors of the Borrower.

"**CIP Regulations**" has the meaning specified in Section 10.15.

"**Class**" means (a) when used in reference to any Loan, whether such Loan is a Revolving Loan, Swing Line Loan, Term Loan A-1, Term Loan A-2 or Incremental Term Loan, (b) when used in reference to any Commitment, whether such Commitment is a Revolving Commitment, Swing Line Commitment, Term Loan A-1 Commitment, Term Loan A-2 Commitment or Incremental Term Loan Commitment and (c) when used in reference to any Lender, whether such Lender is a Revolving Lender, Swing Line Lender, Term Loan A-1 Lender, Term Loan A-2 Lender or Incremental Term Lender.

"**Closing Date**" means the Business Day on which each of the conditions precedent in Section 4.1 have been satisfied or waived.

"**CoBank**" means CoBank, ACB, a federally chartered instrumentality of the United States.

"**CoBank Cash Management Agreement**" means any Master Agreement for Cash Management and Transaction Services between CoBank and the Borrower or any other Loan Party, including all exhibits, schedules and annexes thereto and including all related forms delivered by the Borrower or any other Loan Party to CoBank in connection therewith.

"**CoBank Equities**" ~~has the meaning specified in Section 6.11~~.means any of the stock, patronage refunds issued in the form of stock or otherwise constituting allocated units, patronage surplus (including any such surplus accrued by CoBank for the account of the Borrower) and other equities in CoBank acquired by the Borrower in connection with, or because of the existence of, the Borrower's patronage loan from CoBank (or its affiliate), and the proceeds of any of the foregoing.

"**Code**" means the Internal Revenue Code of 1986.

"**Collateral**" means the collateral subject to any of the Collateral Documents or any other real or personal property of the Loan Parties, in each case pledged to the Administrative Agent for the benefit of the Secured Parties as security for the Secured Obligations.

"**Collateral Documents**" means the Security Agreement, any Mortgage, the account control agreements and any other document pursuant to which the Borrower or any other Loan Party has granted a Lien to the Administrative Agent for the benefit of the Secured Parties to secure all or a portion of the Secured Obligations.

"**Commitment**" means, as to any Lender, the aggregate of its Revolving Commitment, Swing Line Commitment, Letter of Credit Commitment, Term Loan A-1 Commitment, Term Loan A-2 Commitment and Incremental Term Loan Commitment for each Tranche, as applicable, and "**Commitments**" means the aggregate of the Revolving Commitments, Swing Line Commitment, Letter of Credit Commitments, Term Loan A-1 Commitments, Term Loan A-2 Commitments and Incremental Term Loan Commitments of all of the Lenders.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

"**Communications**" has the meaning specified in Section 11.4.

"**Communications Act**" means the Communications Act of 1934 and the rules and regulations of the FCC thereunder.

"**Communications Systems**" means a system or business (a) providing (or capable of providing) voice, data, Internet access or video transport, connection, monitoring services or other communications and/or information services (including cable television), through any means or medium, (b) providing (or capable of providing) facilities, marketing, management, technical and financial (including call rating) or other services to companies providing such transport, connection, monitoring service or other communications and/or information services or (c) that is (or that is capable of) constructing, creating, developing or marketing communications-related network equipment, software and other devices for use in any system or business described above.

"**Compliance Certificate**" means a certificate of the Borrower, signed by a Financial Officer of the Borrower, substantially in the form of Exhibit B hereto.

"**Connection Income Taxes**" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"**Consolidated**" means, when used with reference to financial statements or financial statement items of any Person, such statements or items on a consolidated basis in accordance with applicable principles of consolidation under GAAP.

"**Consolidated EBITDA**" (a) means, at any date of determination, on a Consolidated basis, the result of (i) the sum, without duplication, of:

(1) net income or deficit, as the case may be;

(2) total interest expense (including non-cash interest);

(3) depreciation and amortization expense;

(4) income taxes;

(5) losses from the disposal or impairment of property and equipment and other long-term assets, including goodwill, intangibles and spectrum;

(6) losses on sales of assets (excluding sales in the ordinary course of business);

(7) the amount of any proceeds of any business interruption insurance policy representing the earnings for such period that such proceeds are intended to replace (whether or not then received so long as such Person in good faith expects to receive such proceeds within the next two fiscal quarters (it being understood that to the extent not actually received within such period, to the extent previously added back to net income in determining Consolidated EBITDA for a prior fiscal quarter such reimbursement amounts so added back but not so received shall be deducted in calculating Consolidated EBITDA for the fiscal quarter immediately following such two fiscal quarter period));

(8) the sum of (a) the actual amount of unusual or non-recurring fees, costs and expenses paid or to be paid in connection with any Permitted Acquisition or other Investment, any Disposition, any

recapitalization, any merger, consolidation or amalgamation, any option buyout or any incurrence, repayment, refinancing, amendment or modification of Indebtedness (including any amortization or write-off of debt issuance or deferred financing costs, premiums and prepayment penalties), in each case, including any transaction proposed and not consummated, including severance costs, termination fees, accelerated rent payments, restructuring costs, deferred compensation, retention bonuses and signing bonuses and expenses, stock based compensation expenses, contract termination costs, integration and facilities closing costs, one-time expenses relating to enhanced accounting functions, one-time expenses relating to the implementation of accounting changes promulgated under GAAP, and professional fees for advisors, legal, accounting and other such professional services, whether or not classified as restructuring expenses on the Consolidated financial statements of the Borrower and (b) pro forma effect of "run rate" cost savings, operating expense reductions, other operating improvements and initiatives and synergies related to any of the transactions described in the foregoing clause (a) that are projected by a Financial Officer of the Borrower in good faith to be reasonably anticipated to be realizable within eighteen (18) months after the consummation of such transaction (which will be added to Consolidated EBITDA as so projected until fully realized, and calculated on a Pro forma Basis, as though such cost savings, operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions; provided, that with respect to this clause (a)(i)(8) such unusual or non-recurring fees, costs and expenses and cost savings, operating expense reductions, other operating improvements and initiatives or synergies are reasonably identifiable and factually supportable (in the reasonable determination of a Financial Officer of the Borrower); provided further, the aggregate amount of such unusual or non-recurring fees, costs and cost savings, operating expense reductions, other operating improvements, initiatives and synergies added back pursuant to this clause (a)(i)(8) in any period of four consecutive fiscal quarters shall not exceed 25% of Consolidated EBITDA determined on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered (calculated prior to giving effect to such add-backs added pursuant to this clause (a)(i)(8));

(9) losses incurred from the expansion into new markets within eighteen (18) months of such expansion in an amount not to exceed 15% of Consolidated EBITDA determined on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered (calculated prior to giving effect to such add-backs added pursuant to this clause (a)(i)(9));

(10) any other non-cash expenses, charges (including the amount of any compensation deduction as the result of any grant of Equity Interest in the Borrower to employees, directors or officers of the Borrower or any of its Subsidiaries), losses, or infrequent, unusual or extraordinary items reducing net income for such period to the extent such non-cash items do not represent a cash item in any future period, including non-cash adjustments due to changes in accounting; and

(11) any fees and expenses (including legal fees and expenses) related to the Facilities and this Agreement and the other Loan Documents paid during such period;

provided, that the items specified above in clauses (2) through (11) (other than clause (8)) shall only be included to the extent such items reduce net income of the Borrower; provided, further, that the aggregate amount of all amounts with respect to clauses (8) and (9) shall not exceed 30% of Consolidated EBITDA (calculated prior to giving effect to clauses (8) and (9));

minus (ii) to the extent included in calculating net income or deficit, the sum of:

(1) interest income;

(2) non-cash dividends and patronage income;

(3) equity in earnings from unconsolidated Minority Investments;

(4) gains from the disposal of property and equipment and other long-term assets, including goodwill, intangibles and spectrum;

(5) gains on sales of assets (excluding sales in the ordinary course of business); and

(6) any other non-cash gains, non-cash income or extraordinary items increasing net income, and

(b) will be measured for the then most recently completed four fiscal quarters. For the purposes of calculating compliance with any test or financial covenant under this Agreement for any period, if at any time during such period the Borrower or any Subsidiary shall have made any Material Acquisition or Material Disposition, the Consolidated EBITDA for such period shall be calculated on a Pro forma Basis to give effect to such Material Acquisition or Material Disposition.

"**Contingent Obligations**" means, as applied to any Person, any direct or indirect liability of that Person: (a) with respect to any Indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid, performed or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto; (b) with respect to any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; or (c) under any foreign exchange contract, currency swap agreement, interest rate swap agreement or other similar agreement or arrangement designed to alter the risks of that Person arising from fluctuations in currency values or interest rates. Contingent Obligations shall also include (i) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligations of another, (ii) obligations to make take-or-pay or similar payments if required regardless of the nonperformance by any other party or parties to an agreement, and (iii) any liability of such Person for the obligations of another through any agreement to purchase, repurchase or otherwise acquire such obligation or any property constituting security therefor, to provide funds for the payment or discharge of such obligation or to maintain the solvency, financial condition or any balance sheet item or level of income of another. The amount of any Contingent Obligation at any time shall be equal to the amount of the obligations so guaranteed or otherwise supported or, if not a fixed and determined amount, the maximum amount so guaranteed at such time.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. Without limiting the generality of the foregoing, a Person shall be deemed to be "controlled by" a Person if such Person holds, directly or indirectly, power to vote 10% or more of the securities having ordinary voting power for the election of directors of such other Person. "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Controlled Account**" means each deposit account and securities account that is subject to an account control agreement in form and substance reasonably satisfactory to the Administrative Agent.

"**Conversion or Continuation Notice**" has the meaning specified in Section 2.5.

"**Credit Extension**" means the making, conversion or continuation of any Borrowing or Loan or the issuing, extending, renewing or increasing of any Letter of Credit.

"**Daily Simple SOFR**" means, for any day~~, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.~~ (a "**Daily Simple SOFR Rate Day**"), a rate per annum equal to the greater of (a) SOFR for the day (such day, a "**Daily Simple SOFR Determination Date**") that is five U.S. Government Securities Business Days prior to (i) if such Daily Simple SOFR Rate Day is a U.S. Government Securities Business Day, such Daily Simple SOFR Rate Day or (ii) if such Daily Simple SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such Daily Simple SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website, and (b) the Floor. If by 3:00 p.m. on the second U.S. Government Securities Business Day immediately following any Daily Simple SOFR Determination Date, SOFR in respect of such Daily Simple SOFR Determination Date has not been published on the SOFR Administrator's Website and a Benchmark Transition Event with respect to Daily Simple SOFR has not occurred, then the SOFR for such Daily Simple SOFR Determination Date will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of the calculation of Daily Simple SOFR for no more than three consecutive Daily Simple SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower or any other Person.

"**Debt Incurrence**" means the incurrence by the Borrower or any of its Subsidiaries of any Indebtedness other than the Secured Obligations.

"**Debt Service Coverage Ratio**" means the ratio, for the Borrower on a Consolidated basis, derived by dividing (a) the result of (i) Consolidated EBITDA minus (ii) cash taxes (excluding cash taxes relating to the sale of the wireless assets and operations pursuant to the T-Mobile Asset Purchase Agreement), by (b) the sum of (i) all scheduled principal payments on Indebtedness and (ii) cash interest expense, in each case for the most recently completed four fiscal quarters.

"**Debtor Relief Laws**" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States of America or other applicable jurisdictions from time to time in effect.

"**Default**" means any event or condition that with notice or passage of time, or both, would constitute an Event of Default.

"**Default Rate**" means, as of any date of determination, the following: (a) for all outstanding Loans, a rate equal to the interest rate then in effect with respect to such Loans plus an additional margin of 2.00% per annum, (b) for all Letter of Credit Obligations, the Applicable Letter of Credit Fee Rate as of such date plus an additional margin of 2.00% per annum and (c) for all other Obligations, a rate equal to the then-applicable rate for Base Rate Loans plus an additional margin of 2.00% per annum.

"**Defaulting Lender**" means, subject to Section 2.15(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless, such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any Issuing Lender, the Swing Line Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Line Loans) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent, any Issuing Lender or the Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; provided, that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and, subject to any cure rights expressly provided above, such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.15) upon delivery of written notice of such determination to the Borrower, the Issuing Lender, the Swing Line Lender and each Lender.

"**Disposition**" or "**Dispose**" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property or asset by any Person.

"**Disqualified Stock**" means any Equity Interest of any Person that is or, upon the passage of time or the occurrence of any event may become, an obligation of such Person to redeem, purchase, retire, defease or otherwise make any payment (other than, for the avoidance of doubt, an option exercise price payable to such Person) in respect of such Equity Interest in consideration other than any additional Equity Interest (other than Disqualified Stock), if such obligation matures or has the potential to mature sooner than one year after the then latest Maturity Date. Notwithstanding the foregoing: (a) any Equity Interests issued to any employee or to any plan for the benefit of employees of the Borrower or its Subsidiaries or by any such plan to such employees shall not constitute Disqualified Stock of the Borrower solely because they may be required to be repurchased by the Borrower or any Subsidiary in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability and (b) any class of Equity Interests of such Person that by its terms authorizes such Person to satisfy its

obligations thereunder by delivery of Equity Interests that are not Disqualified Stock shall not be deemed to be Disqualified Stock.

"**Division**" means, in reference to any Person which is an entity, the division of such Person into two (2) or more separate persons with the dividing person either continuing or terminating its existence as part of the division including as contemplated under Section 18-217 of the Delaware Limited Liability Act for limited liability companies formed under Delaware law or any analogous action taken pursuant to any applicable Law with respect to any corporation, limited liability company, partnership or other entity. The word "**Divide**", when capitalized shall have correlative meaning.

"**Dollar**," "**Dollars**," "**U.S. Dollars**" and the symbol "**$**" means lawful money of the United States of America.

"**Domestic Subsidiary**" means any Subsidiary that is organized and existing under the Laws of the United States of America or any state, commonwealth or territory thereof or under the Laws of the District of Columbia.

"**Drawing Date**" has the meaning specified in Section 2.9(c)(i).

~~"**Early Opt-in Effective Date**" means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 3:00 p.m. on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from the Required Lenders.~~

~~"**Early Opt-in Election**" means the occurrence of:~~

~~(a) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five (5) currently outstanding U.S. Dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review); and~~

~~(b) the joint election by the Administrative Agent and the Borrower to trigger a fallback from the LIBOR Rate and the provision by the Administrative Agent of written notice of such election to the Lenders.~~

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Eligible Assignee**" means any Person that meets the requirements to be an assignee under Sections 11.7(b)(v) and 11.7(b)(vi) (subject to such consents, if any, as may be required under Section 11.7(b)(iii)).

"**Environmental Laws**" means any and all federal, state, local and foreign Laws and any consent decrees, concessions, permits, grants, franchises, licenses, agreements or other restrictions of a Governmental Authority or common Law causes of action relating to: (a) protection of the environment or natural resources from, or emissions, discharges, releases or threatened releases of, Hazardous Materials in the environment including ambient air, surface, water, ground water or land; (b) the generation, handling, use, labeling, disposal, transportation, reclamation and remediation of Hazardous Materials; (c) human health as affected by Hazardous Materials; (d) the protection of endangered or threatened species; and (e) the protection of environmentally sensitive areas.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Loan Party or any Subsidiary of any Loan Party resulting from or based upon: (a) violation of any Environmental Law; (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials; (c) exposure to any Hazardous Materials; (d) the release or threatened release of any Hazardous Materials into the environment; or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**Equity Interests**" means, collectively, (a) all securities, whether certificated or uncertificated, and all other stock units, (b) all of the issued and outstanding shares, interests or other equivalents of capital stock of any corporation, whether voting or non-voting and whether common or preferred, (c) all partnership, joint venture, limited liability company or other equity interests in any Person not a corporation, (d) all options, warrants and other rights to acquire, and all securities convertible into, any of the foregoing, (e) all rights to receive interest, income, dividends, distributions, returns of capital and other amounts (whether in cash, securities, property, or a combination thereof) with respect to any of the foregoing and (f) all additional stock, warrants, options, securities, interests and other property, paid or payable or distributed or distributable, with respect to any of the foregoing.

"**Equity Issuance**" means any issuance or sale by the Borrower or any of its Subsidiaries of any Equity Interests at any time on or after the Closing Date.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, and the rules promulgated thereunder.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) which is a member of a controlled group or under common control with any Loan Party within the meaning of Sections 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code or Section 302 of ERISA).

"**ERISA Event**" means (a) a "reportable event" (under Section 4043 of ERISA and regulations thereunder) with respect to a Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived); (b) a withdrawal by a Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in

Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by a Loan Party or any ERISA Affiliate from a Multiemployer Plan; (d) the filing of a notice of intent to terminate, the treatment of an amendment to a Pension Plan or a Multiemployer Plan as a termination under Section 4041(c) or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan; (e) an event or condition that constitutes grounds or that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (f) an event or condition that results or could reasonably be expected to result in any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, to a Loan Party or any ERISA Affiliate; (g) with respect to any Pension Plan, the failure to satisfy the minimum funding standards under the Plan Funding Rules (whether or not waived); (h) with respect to any Pension Plan, the occurrence of any event that would result in the imposition of any limitation under Section 436 of the Code or Section 206(g) of ERISA, determined without regard to any contribution made or the provision of security under Section 436 of the Code or Section 206(g) of ERISA to avoid the imposition of the limitation; (i) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of the Plan Funding Rules; and (j) any transaction that could subject any Loan Party or any ERISA Affiliate to liability under Section 4069 or 4212(c) of ERISA.

"**Erroneous Payment**" has the meaning specified in Section 11.19.

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor thereto), as in effect from time to time.

"**Event of Default**" means any of the events described in Section 9.1 and referred to therein as an "**Event of Default**."

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

"Excluded Assets" means:

(a) any fee-owned real property other than Material Owned Real Property;

(b) all real property leasehold interests;

(c) motor vehicles and other assets subject to certificates of title;

(d) "intent to use" trademark applications, in each case, only until such time as any Loan Party begins to use such Trademarks (as defined in the Security Agreement) (the security interest in such Trademark shall be deemed granted by such Loan Party at such time and will attach immediately);

(e) the Equity Interests of any Loan Party in any Foreign Subsidiary that represents in excess of 65% of the outstanding voting stock of such Foreign Subsidiary to the extent the pledge of any greater percentage would result in material adverse tax consequences to the Borrower or any Subsidiary;

(f) any item of real or personal, tangible or intangible, property (including Licenses issued by the FCC and any applicable PUC) to the extent and only for so long as the creation, attachment or perfection of the security interest granted in the Loan Documents by any Loan Party in its right, title and interest in such item of property is prohibited by applicable Law or is permitted only with the consent (that has not been obtained) of a Governmental Authority (including the FCC and any applicable PUC);

(g) any property subject to a Lien pursuant to a permitted purchase money security interest or Capital Lease to the extent and only for so long as the applicable purchase money security agreement, Capital Lease or other applicable documentation contains a term that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than any Loan Party or any Subsidiary of a Loan Party) to, the creation, attachment or perfection of the security interest and such restriction, prohibition and/or requirement of consent is not rendered ineffective by applicable Law (after giving effect to the applicable anti-assignment provisions of the UCC);

(h) any item of real or personal, tangible or intangible, property (other than any Equity Interests owned by any Loan Party) to the extent and only for so long as the creation, attachment or perfection of the security interest granted in the Loan Documents by any Loan Party in its right, title and interest in such item of property (i) would give any other Person (other than any Loan Party or any Subsidiary of a Loan Party) the right to terminate its obligations with respect to such item of property or (ii) would cause such property to become void or voidable if a security interest therein was created, attached or perfected;

(i) any item of real or personal, tangible or intangible, property (other than any Equity Interests owned by any Loan Party) to the extent and only for so long as such property is subject to a contract that contains a term that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than any Loan Party or any Subsidiary of a Loan Party) to, the creation, attachment or perfection of the security interest granted in the Loan Documents and any such restriction, prohibition and/or requirement of consent is not rendered ineffective by applicable Law (after giving effect to the applicable anti-assignment provisions of the UCC);

(j) the Equity Interests in any Minority Investment (other than the CoBank Equities or any other Loan Party);

(k) any margin stock (within the meaning of Regulation U of the Board);

(l) the T-Mobile Transition Services Assets; and

(m) any additional personal property or any Material Owned Real Property that the Administrative Agent and the Borrower reasonably determine that the costs to the Borrower of perfecting a Lien on such property exceeds the relative benefit afforded to the Lenders;

provided, that if at any time the creation, attachment or perfection of the security interest granted pursuant to the Loan Documents in any of the property subject to clauses (f) through (j) of this definition of "Excluded Assets" shall be permitted or consent in respect thereof shall have been obtained, then the applicable Loan Party shall at such time be deemed to have granted a security interest in such property (and such security interest will attach immediately without further action); provided further, that the rights to receive, and any interest in, all proceeds of, or monies or other consideration received or receivable from or attributable to the sale, transfer, lease, assignment or other Disposition of any of the Excluded Assets (to the extent a direct security interest in such property or proceeds from the sale, transfer, lease, assignment or other Disposition of such property shall not have already been granted) shall attach immediately and be subject to the security interest granted pursuant to the Loan Documents in favor of the Administrative Agent for the benefit of the Secured Parties.

"**Excluded Subsidiaries**" means (a) Shenandoah Telephone Company and all other regulated Subsidiaries of the Borrower (to the extent such regulated Subsidiary is prohibited from pledging its assets as security for, or providing a Guaranty of the Obligations under, the Facilities without the consent of the

applicable PUC or similar regulatory or other Governmental Authority), (b) Foreign Subsidiaries, (c) Immaterial Subsidiaries (other than, at the option of the Borrower, any Immaterial Subsidiary which has been designated as a Guarantor), and (d) any other Subsidiary with respect to which the Administrative Agent and the Borrower jointly determine the burden, cost, tax or regulatory consequences of such Subsidiary becoming a Guarantor is excessive in view of the benefits obtained by Lenders therefrom.

"**Excluded Swap Obligation**" means, with respect to any Loan Party providing a Guaranty of or granting a security interest to secure any Swap Obligation of another Loan Party, if, and to the extent that, all or a portion of the Guaranty of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to Section 11.16 and any other "keepwell, support or other agreements" for the benefit of such Guarantor) at the time the Guaranty of, or the grant of such security interest by, such Loan Party becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or grant of security interest is or becomes illegal.

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (x) such Lender acquires such interest in such Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 3.6) or (y) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 3.2, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.2 and (d) any withholding Taxes imposed under FATCA.

"**Facility**" means, collectively, the Revolving Credit Facility, the Term Loan A-1 Facility, the Term Loan A-2 Facility, the Swing Line Facility, the Letter of Credit Facility and any Incremental Term Loan Facility.

"**Farm Credit Lender**" means a federally-chartered Farm Credit System lending institution organized under the Farm Credit Act of 1971.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

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

"**Federal Funds Effective Rate**" means, for any day, the greater of (a) the rate of interest per annum (rounded upward, if necessary, to the nearest whole multiple of 1/100th of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System ~~arranged by federal funds brokers on such day~~, as published by the Federal Reserve Bank of New York on such date, or if no such rate is so published on such day, on the most recent day preceding such day on which such rate is so published and (b) 0%.

"**Fee Letter**" means that certain fee letter dated as of April 9, 2021, between the Borrower and the Administrative Agent.

"**Financial Officer**" means with respect to any Loan Party or any Subsidiary of any Loan Party, the Chief Financial Officer, Chief Executive Officer, any principal accounting officer or controller (or in the case of a Loan Party or a Subsidiary that is a limited liability company without officers, a manager or member authorized under such Loan Party's or such Subsidiary's Organizational Documents) of such Loan Party or such Subsidiary or such other individuals, designated by written notice to the Administrative Agent from the Borrower, employed in a position involving responsibility for the management of the financial affairs or the preparation of financial statements on behalf of the Loan Parties and Subsidiaries required hereunder. The Borrower may amend such list of individuals from time to time by giving written notice of such amendment to the Administrative Agent.

"**First Amendment Effective Date**" means May 17, 2023.

"**Flood Laws**" means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994 and (d) the Flood Insurance Reform Act of 2004, and all other applicable Laws related thereto.

"**Floor**" means ~~the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to LIBOR Rate; provided that, if no such benchmark rate floor is provided in this Agreement, the "Floor" shall be~~ a rate of interest equal to zero percent (0.00%).

"**Foreign Lender**" means a Lender that is not a U.S. Person.

"**Foreign Subsidiary**" means any Subsidiary of the Borrower that is a "controlled foreign corporation" under Section 957 of the Code or that is a direct or indirect Domestic Subsidiary that is treated as a disregarded entity for federal income tax purposes in a case in which substantially all of such entity's assets are comprised of one or more "controlled foreign corporations" under Section 957 of the Code.

"**Fronting Exposure**" means, at any time there is a Defaulting Lender, (a) with respect to any Issuing Lender, such Defaulting Lender's Pro Rata Share of the outstanding Letter of Credit Obligations with respect to Letters of Credit issued by such Issuing Lender other than Letter of Credit Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof and (b) with respect to the Swing Line Lender, such Defaulting Lender's Pro Rata Share of outstanding Swing Line Loans made by the Swing Line Lender other than Swing Line Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders.

"**Fund**" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"**GAAP**" means United States generally accepted accounting principles as are in effect from time to time, subject to the provisions of Section 1.3.

"**Governmental Authority**" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), including, without limitation, the FCC and any applicable PUC.

"**Guaranteed Liabilities**" means (a) the prompt Payment In Full, when due or declared due and at all such times, of all Secured Obligations and all other amounts pursuant to the terms of this Agreement, the Notes, and all other Loan Documents heretofore, now or at any time or times hereafter owing, arising, due or payable from the Borrower or any other Loan Party to any one or more of the Secured Parties, including principal, interest, premiums and fees (including all reasonable and documented fees and expenses of counsel), (b) the prompt and full performance, observance and discharge of each and every agreement, undertaking, covenant and provision to be performed, observed or discharged by the Borrower and each other Loan Party under this Agreement, the Notes and all other Loan Documents to which it is a party and (c) the prompt Payment In Full by the Borrower and each other Loan Party, when due or declared due and at all such times, of obligations and liabilities now or hereafter arising with respect to any Secured Bank Product or Secured Hedge. Notwithstanding the foregoing, the "Guaranteed Liabilities", with respect to any Loan Party providing a Guaranty, shall not include the Excluded Swap Obligations.

"**Guarantor**" means (a) each Person party hereto as of the Closing Date and identified on the signature pages hereto as a "Guarantor" and (b) each Person that joins this Agreement as a Guarantor after the Closing Date pursuant to a Guarantor Joinder.

"**Guarantor Joinder**" means a joinder agreement joining a Person as a Guarantor under the Loan Documents in the form of Exhibit C.

"**Guarantors' Obligations**" means the obligations of the Guarantors to the Secured Parties under Article XII.

"**Guaranty**" or "**Guarantee**" means, with respect to any Person, without duplication, any obligation, contingent or otherwise, of such Person pursuant to which such Person has directly or indirectly guaranteed or had the economic effect of guaranteeing any Indebtedness or other obligation or liability of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of any such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or liability (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement condition or otherwise), (b) to purchase or lease property or services for the purpose of assuring another Person's payment or performance of any Indebtedness or other obligations or liabilities, (c) to maintain the working capital of such Person to permit such Person to pay such Indebtedness or other obligations or liabilities or (d) entered into for the purpose of assuring in any other manner the obligee of such Indebtedness or other obligation or liability of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, that the term

Guaranty/Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. Unless otherwise specified, the amount of any Guaranty shall be deemed to be the lesser of the principal amount of the Indebtedness or other obligations or liabilities guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guaranty.

"**Hazardous Materials**" means (a) any explosive or radioactive substances, materials or wastes and (b) any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under, or that could reasonably be expected to give rise to liability under, any applicable Environmental Law, including asbestos, polychlorinated biphenyls, urea-formaldehyde insulation, gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products.

"**Hedge Agreement**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement.

"**Hedge Bank**" means any Person party to a Hedge Agreement with a Loan Party or any Subsidiary of a Loan Party who at the time that the Hedge Agreement is entered into is a Lender or an Affiliate of a Lender.

"**Hedge Termination Value**" means, in respect of any one or more Hedge Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedge Agreements, (a) for any date on or after the date such Hedge Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedge Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedge Agreements (which may include a Lender or any Affiliate of a Lender).

"**Immaterial Subsidiary**" means a Subsidiary which, as of the last day of the most recent fiscal quarter of the Borrower then ended for which financial statements are available, has neither revenues nor total assets greater than 5% of the Consolidated revenues or Consolidated total assets of the Borrower for such period. In no event shall the Subsidiaries of the Borrower designated as Immaterial Subsidiaries account, in the aggregate, for more than 10% of either the Consolidated revenues or the Consolidated total assets of the Borrower for any period.

"**Increased Leverage Period**" means (a) any fiscal quarter in which a Loan Party or any of its Subsidiaries consummates a Qualifying Acquisition and (b) the three fiscal quarters immediately following such fiscal quarter.

"**Incremental Amount**" means an amount equal to the sum of (a) the greater of (i) $75,000,000 and (ii) 100% of Consolidated EBITDA, calculated on a Pro forma Basis plus (b) an additional unlimited amount subject to a maximum Total Net Leverage Ratio of 4.00:1.00, calculated on a Pro forma Basis.

"**Incremental Term Lender**" means each Lender having an Incremental Term Loan Commitment with respect to any Tranche of an Incremental Term Loan Facility or who has funded or purchased all or a portion of any Incremental Term Loan with respect to any Tranche of an Incremental Term Loan Facility in accordance with the terms hereof.

"**Incremental Term Loan**" has the meaning specified in Section 2.1(g).

"**Incremental Term Loan Commitment**" means, as to any Lender at any time, the amount initially set forth opposite its name in any Incremental Term Loan Funding Agreement with respect to any Tranche of the Incremental Term Loan Facility, as such Commitment is thereafter assigned or modified and "**Incremental Term Loan Commitments**" means the aggregate Incremental Term Loan Commitments of all of the Lenders with respect to all Tranches of the Incremental Term Loan Facility.

"**Incremental Term Loan Facility**" means any incremental term loan facility established pursuant to Section 2.1(g).

"**Incremental Term Loan Funding Agreement**" means an agreement to fund a Tranche of Incremental Term Loans pursuant to Section 2.1(g) in substantially in the form of Exhibit K hereto.

"**Incremental Term Loan Note**" means a promissory note of the Borrower substantially in the form of Exhibit F-5 hereto payable to an Incremental Term Loan Lender evidencing its Incremental Term Loan pursuant to any Tranche of Incremental Term Loans.

"**Indebtedness**" means, with respect to any Person, without duplication: (a) all indebtedness for borrowed money; (b) that portion of obligations with respect to Capital Leases or other capitalized agreements that is properly classified as a liability on a balance sheet in conformity with GAAP; (c) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money; (d) any obligation owed for all or any part of the deferred purchase price of property or services (except trade payables arising in the ordinary course of business); (e) all obligations created or arising under any conditional sale or other title retention agreement; (f) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is nonrecourse to the credit of that Person, but only to the extent of the fair value of such property or asset; (g) all obligations of such Person under take-or-pay or similar arrangements or under commodities agreements; (h) net obligations of such Person under any Hedge Agreement (calculated as of any date of determination as the Hedge Termination Value thereof as of such date); (i) the maximum amount of all standby letters of credit issued or bankers' acceptance facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed); (j) the principal balance outstanding under any Synthetic Lease Obligation; (k) with respect to the Indebtedness of any partnership or unincorporated joint venture in which such Person is a general partner or joint venturer, the lesser of (i) the amount of such Indebtedness and (ii) such Person's actual liability for such Indebtedness; (l) obligations with respect to principal under Contingent Obligations with respect to the repayment of money or the deferred purchase price of property, whether or not then due and payable (calculated as the maximum amount of such principal); and (m) obligations under partnership, organizational or other agreements to fund capital contributions or other equity calls with respect to any

Person or Investment or to redeem, repurchase or otherwise make payments in respect of any Equity Interests of any Person.

"**Indemnified Taxes**" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower or any other Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"**Indemnitee**" has the meaning specified in Section 11.3(b).

"**Information**" has the meaning specified in Section 11.8.

"**Insolvency Proceeding**" means, with respect to any Person, (a) a case, action or proceeding with respect to such Person (i) before any court or any other Governmental Authority under any Debtor Relief Law now or hereafter in effect or (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of any Loan Party or otherwise relating to the liquidation, dissolution, winding-up or relief of such Person or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other, similar arrangement in respect of such Person's creditors generally or any substantial portion of its creditors undertaken under any Debtor Relief Law now or hereafter in effect.

"**Intellectual Property**" means all Copyrights, Domain Names, Patents, Trademarks and IP Licenses, in each case as defined in the Security Agreement.

"**Interest Payment Date**" means (a) the first day of each calendar quarter after the Closing Date and (b) the Maturity Date.

"**Interest Period**" means the period of time selected by the Borrower in connection with (and to apply to) any election permitted hereunder by the Borrower to have Revolving Loans, Term Loans or one or more Tranches of Incremental Term Loans bear interest under the ~~LIBOR~~Term SOFR Rate Option. Subject to the last sentence of this definition, at the Borrower's election such period shall be one, three~~,~~ or six ~~or, to the extent made available by all the Lenders, twelve (12)~~ months. Such Interest Period shall commence on the effective date of such ~~LIBOR~~Term SOFR Rate Loan, which shall be (a) the Borrowing Date if the Borrower is requesting new Loans or (b) the date of renewal of or conversion to a ~~LIBOR~~Term SOFR Rate Loan if the Borrower is renewing or converting an existing Loan. Notwithstanding the second sentence hereof: (i) any Interest Period that would otherwise end on a date that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in the next calendar month, in which case such Interest Period shall end on the immediately preceding Business Day, (ii) the Borrower shall not select, convert to or renew an Interest Period for any portion of the Loans that would end after the applicable Maturity Date and (iii) if any Interest Period begins on the last Business Day of a month or on a day of a month for which there is no numerically corresponding day in the month in which such Interest Period is to end, such Interest Period shall be deemed to end on the last Business Day of the final month of such Interest Period.

"**Interest Rate Hedge**" means a Hedge Agreement entered into by the Loan Parties or their Subsidiaries in order to provide protection to, or minimize the impact upon, the Loan Parties and/or their Subsidiaries of increasing floating rates of interest applicable to Indebtedness.

"**Interest Rate Option**" means any (a) ~~LIBOR~~Term SOFR Rate Option or (b) Base Rate Option.

"**Investment**" means, with respect to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a line of business, division or business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in case by such Person with respect thereto.

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

"**ISP**" has the meaning specified in Section 2.9(j).

"**Issuing Lender**" means (a) initially, CoBank in its individual capacity as issuer of Letters of Credit hereunder, (b) such other Lender as the Borrower may from time to time select as an Issuing Lender, and (c) any Eligible Assignee to which all or any portion of the Letter of Credit Commitment of its assignor has been assigned, in each case for so long as CoBank, such other Lender or such Eligible Assignee, as the case may be, shall have a Letter of Credit Commitment; provided, that in the case of clauses (b) and (c) such other Lender or Eligible Assignee expressly agrees to perform all obligations required of an Issuing Lender hereunder in accordance with the terms herein, and notifies the Administrative Agent of its principal office and the amount of its Letter of Credit Commitment (which information shall be recorded by the Administrative Agent in the Register).

"**Joint Lead Arranger**" means each of CoBank, Bank of America, N.A., Citizens Bank, N.A., Fifth Third Bank, National Association and Truist Securities, Inc.

"**Law**" means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, ruling, order, injunction, writ, decree, bond, judgment, authorization or approval of or settlement agreement with any Governmental Authority applicable to any Person or the properties of any Person, including the Licenses, and including the Communications Act, all applicable PUC Laws and all Environmental Laws.

"**Lender**" or "**Lenders**" means each of the financial institutions from time to time party hereto as a lender (including the Swing Line Lender, any Additional Incremental Term Lender and any Issuing Lender) and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a Lender. For the purpose of any Loan Document that provides for the granting of a security interest or other Lien to the Lenders or to the Administrative Agent for the benefit of the Lenders as security for the Secured Obligations, "Lenders" shall include any Affiliate of a Lender to the extent such Affiliate is a Secured Party.

"**Lender Party**" has the meaning specified in Section 11.19.

"**Letter of Credit**" has the meaning specified in Section 2.9(a).

"**Letter of Credit Borrowing**" has the meaning specified in Section 2.9(c)(iii).

"**Letter of Credit Commitment**" means, with respect to any Issuing Lender at any time, (a) the amount initially set forth opposite its name on Part 2 of Schedule 1.1(A) or (b) the amount set forth in the

Register maintained by the Administrative Agent pursuant to notice delivered to the Administrative Agent by such Issuing Lender of the amount of its Letter of Credit Commitment, in each case as such Letter of Credit Commitment is thereafter assigned or modified, and "**Letter of Credit Commitments**" means the aggregate Letter of Credit Commitments of all of the Issuing Lenders. As of the Closing Date, the total Letter of Credit Commitments of all Issuing Lenders is $10,000,000. The aggregate Letter of Credit Commitments may exceed the Letter of Credit Sublimit at any time, but the Letter of Credit Obligations shall not at any time exceed the Letter of Credit Sublimit.

"**Letter of Credit Expiration Date**" means the day that occurs thirty (30) days prior to the Maturity Date with respect to the Revolving Credit Facility.

"**Letter of Credit Facility**" means the Letter of Credit facility established pursuant to Section 2.9.

"**Letter of Credit Fee**" has the meaning specified in Section 2.9(b).

"**Letter of Credit Obligations**" means, as of any date of determination, (a) the aggregate amount available to be drawn under all outstanding Letters of Credit on such date plus (b) the aggregate Reimbursement Obligations and Letter of Credit Borrowings on such date.

"**Letter of Credit Request**" has the meaning specified in Section 2.9(a).

"**Letter of Credit Sublimit**" means the lesser of (a) $10,000,000 and (b) the total amount of the Revolving Commitments.

~~"**LIBOR Rate**" means, with respect to any Interest Period, a rate of interest reported by Bloomberg Information Services (or on any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by the Administrative Agent from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) (the "**Service**") at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, as the rate for U.S. Dollar deposits with a maturity comparable to such Interest Period; provided, that in the event the Administrative Agent is not able to determine the LIBOR Rate using such methodology, the Administrative Agent shall notify the Borrower and the Administrative Agent and the Borrower will agree upon a substitute basis for obtaining such quotations.~~

~~"**LIBOR Rate Loan**" means a Loan bearing interest at the LIBOR Rate Option.~~

~~"**LIBOR Rate Option**" means the option of the Borrower to have Loans bear interest at the rate and under the terms set forth in Section 2.4(a)(ii).~~

"**Licenses**" means any cable television franchise or any wireline telephone, cellular telephone, microwave, personal communications, commercial mobile radio service, broadband or other telecommunications license, authorization, registration, certificate, waiver, certificate of compliance, franchise (including cable television and telecommunications franchise), approval, right of way, material filing, exemption, order, or permit, whether for the acquisition, construction or operation of any Communications System, including the lease of any spectrum (and attendant rights and obligations), or to otherwise provide the services related to any Communications System, granted or issued by the FCC or any applicable PUC or other Governmental Authority.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, collateral assignment, lien (statutory or otherwise), security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment or deposit arrangement intended as, or having the effect of, security.

"**Limited Conditionality Purchase Agreement**" means a definitive purchase or similar agreement under which a Loan Party's contractual obligation to consummate an acquisition of or other transaction resulting in an Investment is not conditioned upon such Loan Party having obtained third-party financing.

"**Loan Documents**" means this Agreement, the Fee Letter, each Negative Pledge Agreement, the Collateral Documents, the Solvency Certificate, the Perfection and Diligence Certificate, any Notices of Incremental Term Loan Borrowing, any Incremental Term Loan Funding Agreements, the Notes and any other instruments, certificates or documents delivered in connection herewith or therewith, which instruments, certificates or documents are identified as a "Loan Document".

"**Loan Parties**" means the Borrower and the Guarantors.

"**Loan Request**" means a request for a Term Loan, an Incremental Term Loan, a Revolving Loan or a Swing Line Loan, in each case substantially in the form of Exhibit D hereto.

"**Loans**" means, collectively, all Revolving Loans, Swing Line Loans, Term Loans and Incremental Term Loans or any Revolving Loan, Swing Line Loan, Term Loan or Incremental Term Loan, and "**Loan**" means the reference to any of the foregoing.

"Master Subordinated Intercompany Note" means a master intercompany note, substantially in the form of Exhibit M hereto, evidencing Indebtedness among the Loan Parties and delivered by the Loan Parties to the Administrative Agent on the Closing Date.

"Material Accounts" means (a) all deposit, securities and commodities accounts in the name of the Borrower at the financial institution with which the Borrower maintains its primary banking relationship and (b) all other deposit, securities and commodities accounts in the name of the Loan Parties and their respective Subsidiaries (other than Excluded Subsidiaries) to the extent the average daily or interdaily balance or market value of such accounts for the most recently completed six (6) calendar months exceeds $1,000,000 individually or $2,500,000 in the aggregate; provided, that (x) Material Accounts will not include any deposit account specially and exclusively used for payroll, payroll taxes or other employee wages or benefit payments to or for the benefit of any salaried employee of any Loan Party or any Subsidiary of any Loan Party and (y) the individual and aggregate thresholds described in clause (b) shall be calculated without including (i) the balance or market value of any deposit account that is specially and exclusively used for payroll, payroll taxes or other employee wages or benefit payments to or for the benefit of any salaried employee of any Loan Party or any Subsidiary of any Loan Party and (ii) the balance or market value of any deposit account pledged to the United States of America, acting through the Administrator of the Rural Utilities Service, to the extent the balances or market values for all such pledged accounts do not exceed in the aggregate $2,500,000 and for so long as such pledge is required pursuant to the terms and conditions of any grant awarded to any Loan Party under the Broadband Initiatives Program prior to the Closing Date.

"**Material Acquisition**" means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising all or substantially all of an operating line of business,

division or business unit or constitutes all or substantially all of the Equity Interests of a Person and (b) involves the payment of consideration by the Borrower and its Subsidiaries in excess of $10,000,000.

"**Material Adverse Effect**" means (a) a material adverse effect upon the business, result of operations, properties, assets or financial condition of the Loan Parties and the Subsidiaries, taken as a whole, or (b) the impairment of any Liens in favor of the Administrative Agent, of the ability of the Loan Parties and the Subsidiaries to perform their material obligations under any Loan Document or of the Administrative Agent or any Lender to enforce any material provision of any Loan Document or collect any of the Secured Obligations. In determining whether any individual event would reasonably be expected to have a Material Adverse Effect, notwithstanding that such event does not of itself have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would reasonably be expected to have a Material Adverse Effect.

"**Material Contracts**" means any contract or agreement, written or oral, of any Loan Party or any of its respective Subsidiaries the failure to comply with which would reasonably be expected to have a Material Adverse Effect.

"**Material Disposition**" means any Disposition or series of related Dispositions that yields gross proceeds to the Borrower and its Subsidiaries in excess of $10,000,000.

"**Material Indebtedness**" means Indebtedness (other than the Obligations) in an aggregate principal amount in excess of $15,000,000.

"**Material License**" means all Licenses (a) issued by the FCC or any PUC, (b) required for the operation of any Communications System in the manner in which such Communications System is operating or (c) material to the value of the assets of any Loan Party or Subsidiary of any Loan Party but excluding any Auxiliary License.

"**Material Owned Real Property**" means any real property owned by any Loan Party in fee simple with a fair market value (determined in good faith by the Borrower) in excess of $10,000,000 or as to which the loss thereof would reasonably be expected to have a Material Adverse Effect.

"**Maturity Date**" means (a) with respect to the Revolving Credit Facility, the Swing Line Facility, the Letter of Credit Facility and the Term Loan A-1 Facility, the earlier of (i) the date of acceleration of the Obligations in accordance with Section 9.2 and (ii) five (5) years from the Closing Date, (b) with respect to the Term Loan A-2 Facility, the earlier of (i) the date of acceleration of the Obligations in accordance with Section 9.2 and (ii) seven (7) years from the Closing Date and (c) with respect to any Tranche of Incremental Term Loans under an Incremental Term Loan Facility, the earlier of (i) the date of acceleration of the Obligations in accordance with Section 9.2 and (ii) the date set forth in the corresponding Incremental Term Loan Funding Agreement (which date shall be no earlier than the Maturity Date with respect to the Term Loan A-1 Facility).

"**Maximum Guarantor Liability**" has the meaning specified in Section 12.4(a)(i).

"**Maximum Rate**" has the meaning specified in Section 11.14.

"**Minimum Collateral Amount**" means, at any time, (a) with respect to Cash Collateral consisting of cash or deposit account balances, an amount equal to 103% of the Fronting Exposure of any Issuing

Lender with respect to Letters of Credit issued by it and outstanding at such time and (b) otherwise, an amount determined by the Administrative Agent and such Issuing Lender in its respective sole discretion.

"**Minority Investment**" means any Person in whom any Loan Party owns any Equity Interests to the extent such Person does not constitute a Subsidiary of a Loan Party. As of the Closing Date, each of the Minority Investments of the Loan Parties are set forth on Schedule 1.1(B).

"**Moody's**" means Moody's Investors Service, Inc., or any successor or assignee thereof in the business of rating securities and debt.

"**Mortgage**" means a mortgage, deed of trust or similar instrument reasonably acceptable to the Administrative Agent, in each case, executed and delivered by the applicable Loan Party in favor of the Administrative Agent for the benefit of the Secured Parties.

"**Multiemployer Plan**" means any employee benefit plan that is subject to Title IV of ERISA and that is of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, during the preceding five plan years has made or been obligated to make contributions, or has any liability.

"**Negative Pledge Agreement**" means each Negative Pledge Agreement executed and delivered by an Excluded Subsidiary in favor of the Administrative Agent for the benefit of the Secured Parties, in substantially the form of Exhibit L hereto.

"**Net Cash Proceeds**" means:

(a) in the case of any Debt Incurrence, an amount equal to: (i) the aggregate amount of all cash and Cash Equivalents received by any Loan Party or any Subsidiary of any Loan Party in respect of such Debt Incurrence minus (ii) all taxes and reasonable and documented fees (including reasonable and documented investment banking fees), commissions, costs and other expenses, in each case incurred in connection with such Debt Incurrence; and

(b) in the case of any Casualty Event or any Disposition, an amount equal to: (i) the aggregate amount of all cash and Cash Equivalents received by any Loan Party or any Subsidiary of any Loan Party (other than, in the case of any Casualty Event, any Excluded Subsidiary) from such Casualty Event or Disposition (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or return of funds held in escrow or otherwise, but only as and when received), minus (ii) reasonable attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, required debt payments and required payments of other obligations relating to the applicable asset to the extent such debt or obligations are secured by a Lien permitted hereunder (other than pursuant to the Loan Documents) on such asset, other customary and reasonable expenses and brokerage, consultant and other customary and reasonable fees actually incurred in connection therewith, minus (iii) Taxes paid or payable (in the good faith determination of the Borrower) as a result thereof (or any tax distribution that may be required as a result thereof to the extent permitted hereunder), minus (iv) the amount of any reasonable reserves established against any adjustment to the sale price or any liabilities (x) related to any of the applicable assets and (y) retained by the Borrower or any of its Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be cash proceeds of such Disposition occurring on the date of such reduction),

minus (v) any costs associated with unwinding any related Hedge Agreement in connection with such transaction;

provided, that so long as no Event of Default shall have occurred and be continuing or would result therefrom, Net Cash Proceeds shall not include any amounts with respect to clause (b) above to the extent that such amounts are reinvested in productive assets (other than inventory unless such Net Cash Proceeds result from a Casualty Event with respect to inventory) of a kind then used or usable in the business of any Loan Party or in the business of the Subsidiary who experienced such Casualty Event or Disposition, in each case, within 270 days after the receipt thereof, or are contractually committed to be applied to purchase productive assets (other than inventory unless such Net Cash Proceeds result from a Casualty Event with respect to inventory) of a kind then used or usable in the business of any Loan Party or in the business of the Subsidiary who experienced such Casualty Event or Disposition, in each case, within 270 days after the receipt thereof and are so applied within eighteen (18) months of receipt.

"**Non-Consenting Lender**" has the meaning specified in Section 11.1.

"**Non-Defaulting Lender**" means, at any time, each Lender that is not a Defaulting Lender at such time.

"**Notes**" means, collectively, the Revolving Notes, the Term Loan A-1 Notes, the Term Loan A-2 Notes, the Swing Line Notes, and any Incremental Term Loan Notes.

"**Notice of Incremental Term Loan Borrowing**" means a notice of a Tranche of Incremental Term Loans meeting the requirements of Section 2.1(g) and substantially in the form of Exhibit J hereto.

"**Obligation**" means any obligation or liability of any of the Loan Parties (other than Excluded Swap Obligations), howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, for payment or performance, now or hereafter existing (and including obligations or liabilities arising or accruing after the commencement of any Insolvency Proceeding with respect to any Loan Party or which would have arisen or accrued but for the commencement of such Insolvency Proceeding, even if the claim for such obligation or liability is not enforceable or allowable in such proceeding), or due or to become due, under or in connection with this Agreement, the Notes, the Letters of Credit, the Fee Letter or any other Loan Document (regardless of whether any Credit Extension is in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to any Credit Extension is not satisfied) whether to the Administrative Agent, any of the Lenders or their Affiliates or other Persons provided for under such Loan Documents.

"**Official Body**" means (a) any Governmental Authority and (b) any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"**Order**" has the meaning specified in Section 2.9(h).

"**Organizational Documents**" means the certificate or articles of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents of any Person.

"**Other Connection Taxes**" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than

connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"**Other Information**" has the meaning specified in Section 12.13.

"**Other Liabilities**" means any obligation of any Loan Party arising under any document or agreement relating to or on account of (a) any Secured Bank Product or (b) any Secured Hedge (other than any Excluded Swap Obligations).

"**Other Taxes**" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.6).

"**Participant**" has the meaning specified in Section 11.7(d).

"**Participant Register**" has the meaning specified in Section 11.7(d).

"**Participation Advance**" has the meaning specified in Section 2.9(c)(ii).

"**Payment In Full**" means (a) with respect to the Obligations, the payment in full in cash of the Loans and other Obligations (other than contingent indemnification obligations as to which no claim has been made) hereunder, the termination of the Commitments and the expiration, termination or Cash Collateralization of all Letters of Credit and (b) with respect to the Other Liabilities, the payment in full in cash or Cash Collateralization of such Other Liabilities.

"**PBGC**" means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"**Pension Plan**" means any Plan that is subject to Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code, and that any Loan Party or any ERISA Affiliate sponsors, maintains, or contributes to or is required to contribute to or with respect to which any Loan Party or any ERISA Affiliate otherwise has any obligation or liability (including any contingent liability).

"**Perfection and Diligence Certificate**" means the perfection and diligence certificate executed and delivered by an Authorized Officer of each Loan Party to the Administrative Agent on the Closing Date.

"**Permitted Acquisition**" means an acquisition (a) by any Loan Party of all or substantially all of the Equity Interests of any Person, (b) by any Loan Party of all or substantially all the assets of, or any line of business or division or business unit of, any other Person or (c) by any Loan Party in any Minority Investment; provided, that

(i) after giving effect to such Investment, the Loan Parties shall continue to be in compliance with the requirements set forth in Section 7.11;

(ii) the Administrative Agent shall promptly receive in accordance with the requirements of Section 6.10, all documents and other deliveries (if any) reasonably required by the

Administrative Agent to have a first-priority perfected security interest (subject to Permitted Liens) in the assets, Person or Minority Investment acquired or created in such Investment, together with all opinions of counsel, certificates, resolutions and other documents required by Section 6.10, in form and substance reasonably acceptable to the Administrative Agent;

(iii) no Default or Event of Default shall exist or would exist immediately after giving effect to such Investment; provided, that if the Investment is subject to a Limited Conditionality Purchase Agreement, this clause (iii) shall be tested as of the time such Loan Party entered into such Limited Conditionality Purchase Agreement;

(iv) the aggregate amount of the consideration (including, in the case of consideration consisting of assets, the fair market value of the assets) paid or incurred by any Loan Party or any Subsidiary of any Loan Party in connection with Minority Investments shall not exceed $150,000,000 over the term of the Facilities;

(v) (1) any Person acquired will be a direct or indirect wholly-owned Domestic Subsidiary of the Borrower immediately after such Investment, (2) any assets being acquired (other than a de minimis amount of assets in relation to the assets being acquired) are located within the United States, and (3) any Minority Investment being acquired will be in a Person who is organized or formed and existing under the Laws of the United States of America or any state, commonwealth or territory thereof or under the Laws of the District of Columbia and whose assets are located within the United States;

(vi) if the aggregate amount of the consideration (including, in the case of consideration consisting of assets, the fair market value of the assets) paid or incurred by any Loan Party or any Subsidiary of any Loan Party in connection with such Investment exceeds the Threshold Amount, then not later than five (5) Business Days after the closing date of such Investment, the Borrower shall provide to the Administrative Agent its due diligence package regarding the Person, assets or Minority Investment being acquired, if any, and such other information as the Administrative Agent may reasonably request; and

(vii) if the aggregate amount of the consideration (including, in the case of consideration consisting of assets, the fair market value of the assets) paid or incurred by any Loan Party or any Subsidiary of any Loan Party in connection with such Investment exceeds the Threshold Amount, then the Borrower shall have provided to the Administrative Agent a certificate of a Financial Officer of the Borrower (supported by reasonably detailed calculations) certifying that, after giving effect to such Investment, the Loan Parties shall be in compliance with the covenants set forth in Article VIII, calculated on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered and after application of the proviso in Section 8.1 with respect to any Increased Leverage Period; provided, that if the Investment is subject to Limited Conditionality Purchase Agreement, this clause (vii) shall be tested on a Pro forma Basis as of the time that such Loan Party enters into such Limited Conditionality Purchase Agreement.

"**Permitted Additional Distributions**" has the meaning specified in Section 7.6(f).

"**Permitted Liens**" means the following:

(a) Liens for taxes, assessments or similar charges and levies of any Governmental Authority not yet due or which are being diligently contested in good faith by appropriate and lawful

proceedings that suspend enforcement of such Liens and for which adequate reserves or other appropriate provisions in accordance with GAAP have been set aside on such Loan Party's or Subsidiary's books;

(b) pledges or deposits made in the ordinary course of business in connection with worker's compensation, unemployment insurance, old-age pensions or other social security programs, other than any Lien imposed by ERISA;

(c) Liens of mechanics, repairmen, materialmen, warehousemen, carriers, suppliers, landlords or other like Liens that are incurred in the ordinary course of business and either (i) secure obligations that are not overdue by more than 60 days, (ii) are being diligently contested in good faith by appropriate and lawful proceedings that suspend enforcement of such Liens and for which adequate reserves or other appropriate provisions in accordance with GAAP have been set aside on such Loan Party's or Subsidiary's books or (iii) do not in the aggregate materially detract from the value of the property or asset subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(d) pledges or deposits made in the ordinary course of business to secure performance of bids, tenders, trade contracts (other than Indebtedness) or leases, not in excess of the aggregate amount due thereunder, or to secure statutory obligations, or surety, appeal, performance or other similar bonds required in the ordinary course of business;

(e) pledges and deposits in the ordinary course of business securing liability for reimbursement of indemnification obligations of insurance carriers providing property, casualty, liability or other insurance to the Borrower or any Subsidiary;

(f) encumbrances consisting of zoning restrictions, easements, right-of-way or other encumbrances, title defects and restrictions on the use of real property that do not in the aggregate materially detract from the value of the property or asset subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(g) Liens in favor of the Administrative Agent for the benefit of the Secured Parties or otherwise securing the Secured Obligations;

(h) CoBank's statutory Lien in all of the CoBank Equities that the Borrower acquires in connection with its patronage loan or loans from CoBank;

(i) judgment Liens arising solely as a result of the existence of judgments, awards, decrees, orders or attachments that do not constitute an Event of Default;

(j) cash collateralization of existing Letters of Credit issued by Person(s) other than an Issuing Lender; provided, that the aggregate amount of such cash collateralizations together with the Loan Parties' reimbursement obligations under such Letters of Credit does not exceed $2,500,000 in the aggregate at any one time;

(k) Liens securing purchase money security interests or Capital Leases permitted under Section 7.1(d); provided, that such Liens do not at any time encumber any property other than the property purchased, leased or otherwise acquired with the proceeds of such Indebtedness;

(l) Liens in favor of customs and revenue authorities arising as a matter of Law to secure payment of customs duties in connection with the importation of goods;

(m) Liens of the Loan Parties or their respective Subsidiaries existing as of the Closing Date set forth on Schedule 1.1(C), and any refinancing thereof; provided, that (i) the property covered thereby is unchanged, (ii) the amount secured or benefited thereby is not increased, (iii) the direct or any contingent obligor with respect thereto is not changed and (iv) any renewal or extension of the obligations secured thereby is Indebtedness permitted under Section 7.1;

(n) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement with respect to any Investment permitted under Section 7.5;

(o) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases or consignment or bailee arrangements entered into in the ordinary course of business;

(p) rights of setoff or banker's lien upon deposits of cash in favor of banks or other depository institutions arising as a matter of law;

(q) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the applicable Person or (ii) secure any Indebtedness;

(r) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property in the ordinary course of business and permitted by this Agreement or (ii) by operation of Law under Article 2 of the UCC in the ordinary course of business, covering only the goods sold and securing only the unpaid purchase price for such goods and related expenses;

(s) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent such secured Indebtedness is permitted;

(t) customary rights of first refusal and tag, drag and similar rights in joint venture agreements;

(u) Liens in favor of collecting banks arising under Section 4-210 of the UCC or, with respect to collecting banks located in the State of New York, under Section 4-208 of the UCC;

(v) additional Liens of the Excluded Subsidiaries not otherwise permitted by this definition that (i) do not materially impair the use of such asset in the operation of the business of such Excluded Subsidiary and (ii) do not secure outstanding obligations in excess of $500,000 in the aggregate for all such Liens at any time;

(w) Pledges or other Liens granted in the ordinary course of business in favor of credit card processing companies on deposit accounts functioning as reserve or settlement accounts pursuant to agreements therewith in connection with the provision of credit card processing services for customer payments;

(x) Liens (i) encumbering initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and (ii) that are contractual rights of setoff or rights of pledge relating to (A) purchase orders and other agreements entered into with customers of the Borrower or any of its Subsidiaries in the ordinary course of business or (B) pooled deposit or sweep accounts of Borrower or any of its Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any of its Subsidiaries;

(y) Liens (i) on cash advances in favor of the seller of any property to be acquired in a Permitted Acquisition, to be applied against the purchase price for such Permitted Acquisition, and (ii) consisting of an agreement to Dispose of any property in a Disposition permitted hereunder;

(z) assignment of, and sales or Liens on, accounts receivables or rights in respect of any thereof in connection with Dispositions permitted hereunder;

(aa) Liens on any property subject to any sale-leaseback transaction permitted hereunder and general intangibles related thereto;

(bb) non-consensual restrictions on transfer imposed by a Governmental Authority;

(cc) security given to a utility company or any municipality or other Governmental Authority when required by such utility or authority in connection with the operations of the applicable Loan Party;

(dd) condemnation or eminent domain proceedings affecting any real property; and

(ee) other Liens on assets securing Indebtedness or other obligations in an aggregate principal amount at any time outstanding not to exceed the greater of (x) $15,000,000 and (y) 15% of Consolidated EBITDA calculated on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered.

"**Person**" means any natural person, corporation, company, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture, Official Body or any other entity.

"**Plan**" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including any Pension Plan but excluding any Multiemployer Plan) that any Loan Party or any ERISA Affiliate sponsors, maintains, or contributes to or is required to contribute to or with respect to which any Loan Party or any ERISA Affiliate otherwise has any obligation or liability.

"**Plan Funding Rules**" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans set forth in Sections 412, 430 and 436 of the Code and Sections 206, 302, 303 and 305 of ERISA.

"**Platform**" has the meaning specified in Section 11.4(d)(i).

"**Pricing Grid**" means the table and text set forth below:

		Revolving Loans and Term Loan A-1		Term Loan A-2		Revolving Loans and Term Loans
Level	Total Net Leverage Ratio	Applicable Margin for Base Rate Loans	Applicable Margin for ~~LIBOR~~Term SOFR Rate Loans and Letter of Credit Fee	Applicable Margin for Base Rate Loans	Applicable Margin for ~~LIBOR~~Term SOFR Rate Loans	Applicable Unused Commitment Fee Rate
Level I	< 1.75x	0.500%	1.500%	0.500%	1.500%	0.200%
Level II	≥ 1.75x and < 2.25x	0.500%	1.500%	0.750%	1.750%	0.200%
Level III	≥ 2.25x and < 2.75x	0.750%	1.750%	1.000%	2.000%	0.200%
Level IV	≥ 2.75x and < 3.25x	1.000%	2.000%	1.250%	2.250%	0.250%
Level V	≥ 3.25x and < 3.75x	1.250%	2.250%	1.500%	2.500%	0.375%
Level VI	≥ 3.75x	1.750%	2.750%	2.000%	3.000%	0.375%

For purposes of determining the Applicable Margin, the Applicable Unused Commitment Fee Rate and the Applicable Letter of Credit Fee Rate:

(a) The Applicable Margin, the Applicable Unused Commitment Fee Rate and the Applicable Letter of Credit Fee Rate shall be set at Level I until receipt of the financial statements for the first full fiscal quarter ending after the Closing Date and corresponding Compliance Certificate.

(b) The Applicable Margin, the Applicable Unused Commitment Fee Rate and the Applicable Letter of Credit Fee Rate shall be recomputed as of the end of each fiscal quarter based on the Total Net Leverage Ratio as of such quarter end. Any increase or decrease in the Applicable Margin, the Applicable Unused Commitment Fee Rate or the Applicable Letter of Credit Fee Rate computed as of a quarter end shall be effective ~~no later than~~on the date that is five (5) Business Days following the date on which the Compliance Certificate evidencing such computation is delivered under Section 6.1(c). If a Compliance Certificate is not delivered when due in accordance with such Section 6.1(c), then the rates in Level VI shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered.

(c) If, as a result of any restatement of or other adjustment to the financial statements of the Borrower or for any other reason, the Borrower or the Lenders determine that (i) the Total Net Leverage Ratio as calculated by the Borrower as of any applicable date was inaccurate and (ii) a proper calculation of the Total Net Leverage Ratio would have resulted in higher pricing for such period, the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under any Debtor Relief Law, automatically and without further action by the Administrative Agent, any Lender or the Issuing Lender), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This clause (c) shall not limit the rights of the Administrative Agent, any Lender or the Issuing Lender, as the case may be, under Section 2.9, or Section 3.5, or Article IX.

~~"**Prime Rate**" means a variable rate of interest per annum equal to the "U.S. prime rate" as reported on such day in the Money Rates Section of the Eastern Edition of *The Wall Street Journal*, or if the Eastern Edition of *The Wall Street Journal* is not published on such day, such rate as last published in the Eastern Edition of *The Wall Street Journal*. In the event the Eastern Edition of *The Wall Street Journal* ceases to publish such rate or an equivalent on a regular basis, the Administrative Agent shall notify the Borrower and the Administrative Agent and the Borrower will agree upon a substitute regularly published average prime rate to be used to determine the "*Prime Rate*". Any change in Prime Rate shall be automatic, without the necessity of notice provided to the Borrower or any other Loan Party.~~

"**Prime Rate**" means the rate of interest per annum last quoted by *The Wall Street Journal* as the "Prime Rate" in the U.S. or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Any change in the Prime Rate shall take effect at the opening of business on the day such change is publicly announced or quoted as being effective without the necessity of notice provided to the Borrower or any other Person.

"**Principal Office**" means the main banking office of the Administrative Agent in Greenwood Village, Colorado, or such other banking office as may be designated in writing by the Administrative Agent to the Borrower from time to time.

"**Prior Security Interest**" means a valid and enforceable perfected first-priority security interest in and to the Collateral that is subject only to Permitted Liens which have first-priority by operation of applicable Law.

"**Pro forma Basis**" means, for purposes of calculating compliance with any test or financial covenant under this Agreement for any period, that the applicable Tranche of any Incremental Term Loan Facility, Permitted Acquisition or Permitted Additional Distribution (and all Tranches of any Incremental Term Loan Facility, Permitted Acquisition or Permitted Additional Distributions that have been consummated during the applicable period), or the applicable Material Acquisition or Material Disposition, and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Tranche of an Incremental Term Loan Facility, Permitted Acquisition, Permitted Additional Distribution, Material Acquisition or Material Disposition, (i) in the case of a Permitted Additional Distribution or Material Disposition shall be excluded, and (ii) in the case of a Permitted Acquisition or a Material Acquisition, shall be included, (b) any

retirement of Indebtedness and (c) any Indebtedness incurred or assumed by the Borrower or any of its Subsidiaries, if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; provided, that the foregoing pro forma adjustments may be applied to any such test or financial covenant solely to the extent that such adjustments give effect to events that are (x) attributable to such transaction and (y) factually supportable in a manner reasonably satisfactory to the Administrative Agent.

"**Pro Rata Share**" means (a) with respect to the Revolving Credit Facility as of any date of determination, the proportion that a Revolving Lender's Revolving Commitment as of such date bears to the aggregate amount of Revolving Commitments of all of the Revolving Lenders as of such date; provided, that if the Revolving Commitments have been terminated or have expired, Pro Rata Share under the Revolving Credit Facility shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignment, (b) with respect to the Term Loan A-1 Facility as of any date of determination, (i) if any Term Loan A-1 Commitments remain in effect, the proportion that a Term Loan A-1 Lender's unused Term Loan A-1 Commitment bears to the aggregate amount of Term Loan A-1 Commitments of all of the Term Loan A-1 Lenders as of such date or (ii) if the Term Loan A-1 Commitments have been terminated or have expired, the proportion that the outstanding principal amount of a Term Loan A-1 Lender's Term Loan A-1 as of such date bears to the aggregate principal amount of all outstanding Term Loan A-1s as of such date, (c) with respect to the Term Loan A-2 Facility as of any date of determination, (i) if any Term Loan A-2 Commitments remain in effect, the proportion that a Term Loan A-2 Lender's unused Term Loan A-2 Commitment bears to the aggregate amount of Term Loan A-2 Commitments of all of the Term Loan A-2 Lenders as of such date or (ii) if the Term Loan A-2 Commitments have been terminated or have expired, the proportion that the outstanding principal amount of a Term Loan A-2 Lender's Term Loan A-2 as of such date bears to the aggregate principal amount of all outstanding Term Loan A-2s as of such date and (d) with respect to each Tranche of any Incremental Term Loan Facility as of any date of determination, (i) if any Incremental Term Loan Commitments remain in effect with respect to such Tranche, the proportion that an Incremental Term Lender's unused Incremental Term Loan Commitment with respect to such Tranche bears to the aggregate amount of the Incremental Term Loan Commitments of all of the Incremental Term Loan Lenders for such Tranche as of such date or (ii) if the Incremental Term Loan Commitments have been terminated or have expired with respect to such Tranche, the proportion that the outstanding principal amount of an Incremental Term Loan Lender's Incremental Term Loan with respect to such Tranche as of such date bears to the aggregate principal amount of all outstanding Incremental Term Loans for such Tranche as of such date.

"**Properties**" has the meaning specified in Section 5.18(a).

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**PUC**" means any state, provincial or other local public utility commission, local franchising authority, or similar regulatory agency or body that exercises jurisdiction over the rates, terms or services or the ownership, construction or operation of any Communications System (and its related facilities) or over Persons who own, construct or operate a Communications System, in each case by reason of the nature or type of the services, operations or business subject to regulation and not pursuant to laws and regulations of general applicability to Persons conducting business in any such jurisdiction.

"**PUC Laws**" means all relevant statutes of any applicable state, rules, regulations, orders, directives and published policies of, and all Laws administered by, any PUC asserting jurisdiction over any Loan Party or any Subsidiary of any Loan Party.

"**Purchase Money Security Interest**" means any Lien upon tangible personal property securing loans to any Loan Party or Subsidiary of any Loan Party or deferred payments by such Loan Party or Subsidiary for the purchase of such tangible personal property.

"**QFC Credit Support**" has the meaning specified in Section 11.20.

"**Qualified ECP Guarantor**" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Guaranty or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other Person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Qualifying Acquisition**" means (i) a Permitted Acquisition, or (ii) to the extent that such acquisition has been consented to by the Administrative Agent and the Required Lenders in accordance with the terms of this Agreement, a Material Acquisition, in the case of each of clauses (i) and (ii) of this definition, with an aggregate purchase price (including earn-outs, deferred purchase price or other similar payments or adjustments) equal to or in excess of $100,000,000.

"**Real Estate Deliverables**" means, with respect to each Material Owned Real Property, all of the following (except to the extent all or any portion of which is waived by the Administrative Agent in its sole discretion), each of which shall be in form and substance reasonably acceptable to the Administrative Agent,

(a) a Mortgage;

(b) a legal description of each parcel of real property constituting such Material Owned Real Property, sufficient for recording;

(c) an ALTA title insurance policy or policies insuring the Administrative Agent, for the benefit of the Secured Parties (including such endorsements as the Administrative Agent may reasonably require), insuring the Mortgage as a valid first priority Lien upon such Material Owned Real Property, subject to Permitted Liens described in clauses (a), (c), (f), (g) and (p) of the definition thereof and such other Permitted Liens or exceptions as are reasonably acceptable to the Administrative Agent;

(d) appraisals, zoning reports, and other customary third party inspections, applicable to such Material Owned Real Property;

(e) an environmental questionnaire with respect to such Material Owned Real Property and, if requested by the Administrative Agent, a Phase I environmental audit and such other environmental information and audits as the Administrative Agent may reasonably request;

(f) written opinions of counsel for the applicable Loan Party covering such matters with respect to the Mortgages as may be reasonably requested by the Administrative Agent;

(g) evidence that the Loan Parties have taken all actions required under the Flood Laws and/or requested by the Administrative Agent to assist in ensuring that each Lender is in compliance with the Flood Laws applicable to the Material Owned Real Property, including, but not limited to:

(i) providing the Administrative Agent with the address and/or GPS coordinates of each parcel or, if reasonably requested by the Administrative Agent, each structure on any improved real property that will be subject to the Mortgage,

(ii) obtaining or providing the following documents: (1) a completed standard "life-of-loan" flood hazard determination form, (2) if the improvement(s) to the improved real property is located in a special flood hazard area, a notification to the Borrower ("**Borrower Notice**") and (if applicable) notification to the Borrower that flood insurance coverage under the National Flood Insurance Program ("**NFIP**") is not available because the community does not participate in the NFIP and (3) documentation evidencing the Borrower's receipt of the Borrower Notice (e.g., countersigned Borrower Notice, return receipt of certified U.S. Mail, or overnight delivery), and

(iii) to the extent required under Section 6.5(b), obtaining flood insurance for such property, structures and contents prior to such property, structures and contents becoming Collateral, together with such endorsements in favor of the Administrative Agent as the Administrative Agent may reasonably request; and

(h) such other documents, instruments or agreements reasonably requested by the Administrative Agent in connection with granting and perfecting a Prior Security Interest, on such Material Owned Real Property in favor of the Administrative Agent, for the ratable benefit of the Secured Parties.

"**Recipient**" means (a) the Administrative Agent, (b) any Lender or (c) any Issuing Lender, as applicable.

"**Register**" has the meaning specified in Section 11.7(c).

"**Regulation D**" means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"**Reimbursement Obligation**" has the meaning specified in Section 2.9(c)(i).

"**Related Agreements**" has the meaning specified in Section 12.3(a).

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"**Relevant Governmental Body**" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"**Required Lenders**" means, at any time, Lenders (other than Defaulting Lenders but specifically including Voting Participants) having Total Credit Exposures representing more than 50% of the Total Credit Exposures of all Lenders; provided, that:

(a) "Required Lenders" must include at least two Lenders other than CoBank or a Voting Participant;

(b) with respect to any agreement, waiver or consent that by its terms would modify the interests, rights or obligations of one Class of Lenders (but not of any other Class of Lenders), "Required Lenders" shall not be subject to clause (a) above if such Class of Lenders consists of three or fewer Lenders; and

(c) other than any Total Credit Exposure voted by another Lender pursuant to an allocation of such Total Credit Exposure to such Lender under Section 2.15 or otherwise, the Total Credit Exposure of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"**Resolution Authority**" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Restricted Payment**" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to the Borrower's stockholders (or equivalent).

"**Revolving Commitment**" means, as to any Revolving Lender at any time, the amount initially set forth opposite its name on Schedule 1.1(A), as such Commitment is thereafter assigned or modified and "**Revolving Commitments**" means the aggregate Revolving Commitments of all of the Revolving Lenders. As of the Closing Date, the aggregate amount of the Revolving Commitments of all Revolving Lenders is $100,000,000.

"**Revolving Credit Exposure**" means, as to any Revolving Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Loans and such Revolving Lender's participation in Letter of Credit Obligations and Swing Line Loans at such time.

"**Revolving Credit Facility**" means the Revolving Credit Facility established pursuant to Section 2.2.

"**Revolving Credit Facility Usage**" means, at any time, the sum of the outstanding Revolving Loans, Swing Line Loans and Letter of Credit Obligations.

"**Revolving Lender**" means each Lender having a Revolving Commitment or who has funded or purchased all or a portion of a Revolving Loan in accordance with the terms hereof.

"**Revolving Loans**" means, collectively, and "**Revolving Loan**" means, separately, all Revolving Loans or any Revolving Loan made by the Lenders or one of the Lenders to the Borrower pursuant to Section 2.2.

"**Revolving Note**" means a promissory note of the Borrower substantially in the form of Exhibit F-1 hereto payable to a Revolving Lender evidencing its Revolving Loans.

"**Revolving Overadvance**" has the meaning specified in Section 2.13(a)(i).

"**Sanctioned Country**" means, at any time, a country, territory or sector that is, or whose government is, the subject or target of any Sanctions or that is, or whose government is, the subject of any list-based or territorial or sectorial Sanctions.

"**Sanctioned Person**" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by any (i) Governmental Authority of the United States of America, Canada, the United Kingdom or any member of the European Union, (ii) the United Nations Security Council, (iii) the European Union, (iv) any political subdivision of any of the foregoing or (v) any other Governmental Authority having (or claiming to have) jurisdiction at such time over any of the following Persons or any of their assets: any Loan Party, any Subsidiary or Affiliate of any Loan Party, any Secured Party, any Participant or any Subsidiary or Affiliate of any Secured Party or Participant, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person that is otherwise subject to any Sanctions or (d) any Person, directly or indirectly, 50% or more in the aggregate owned by, otherwise controlled by, or acting for the benefit or on behalf of, any Person or Persons described in clause (a), (b) or (c) of this definition.

"**Sanctions**" means any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any (i) Governmental Authority of the United States of America, Canada, the United Kingdom or any member of the European Union, (ii) the United Nations Security Council, (iii) the European Union, (iv) any political subdivision of any of the foregoing or (v) any other Governmental Authority having (or claiming to have) jurisdiction at such time over any of the following Persons or any of their assets: any Loan Party, any Subsidiary or Affiliate of any Loan Party, any Secured Party, any Participant or any Subsidiary or Affiliate of any Secured Party or Participant.

"**SEC**" means the Securities and Exchange Commission.

"**Secured Bank Product**" means agreements or other arrangements entered into by a Lender or its Affiliate, on the one hand, and any Loan Party, on the other hand, at the time such Lender is a party to this Agreement, under which any Lender or Affiliate of a Lender provides any of the following products or services to any of the Loan Parties: (a) credit cards, (b) credit card processing services, (c) debit cards, (d) purchase cards, (e) ACH transactions, (f) cash management, including controlled disbursement, accounts or services or (g) foreign currency exchange, and shall include, without limitation, the CoBank Cash Management Agreement; provided, that the foregoing shall not constitute a Secured Bank Product if at any time the applicable provider of such bank products or services is not a Lender or an Affiliate of a Lender.

"**Secured Hedge**" means an Interest Rate Hedge permitted under this Agreement (a) that is entered into by a Hedge Bank and (b) with respect to which such Hedge Bank has provided evidence reasonably satisfactory to the Administrative Agent that (i) such Interest Rate Hedge is documented in a standard International Swap Dealer Association Agreement, and (ii) such Interest Rate Hedge provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner; provided, that the foregoing shall not constitute a Secured Hedge if at any time the applicable provider of such Interest Rate Hedge is not a Lender or an Affiliate of a Lender.

"**Secured Obligations**" means all Obligations and all Other Liabilities, but excluding all Excluded Swap Obligations.

"**Secured Parties**" means, collectively, the Administrative Agent, the Lenders, each Issuing Lender, each Lender (or its Affiliate) that provides any Secured Hedge for so long as such Lender remains a Lender hereunder, each Lender (or its Affiliate) that provides any Secured Bank Product for so long as such Lender remains a Lender hereunder, each Related Party or co-agent or sub-agent appointed by the

Administrative Agent from time to time pursuant to Section 10.6, and, in each case, their respective successors and permitted assigns.

"**Security Agreement**" means the Pledge and Security Agreement, executed and delivered on the Closing Date, by each of the Loan Parties in favor of the Administrative Agent.

~~"**Service**" has the meaning specified in the definition of "LIBOR Rate."~~

"**Shenandoah Cable**" means Shenandoah Cable Television, LLC, a Virginia limited liability company.

"**SOFR**" means a rate per annum equal to the secured overnight financing rate ~~for such Business Day published by~~as administered by the SOFR Administrator.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**SOFR Administrator's Website**" means on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the ~~administrator of the secured overnight financing rate~~SOFR Administrator from time to time).

"**Solvency Certificate**" means the certificate of the Borrower delivered to the Administrative Agent on the Closing Date in the form of Exhibit G hereto.

"**Solvent**" means, with respect to any Person on any date of determination, that such Person, on a Consolidated basis with its respective Subsidiaries, (a) owns and will own assets, the present fair value of which is greater than the total amount of liabilities, including, contingent liabilities, of such Person and its Subsidiaries, (b) owns and will own assets, the present fair saleable value of which is greater than the amount that will be required to pay the probable liabilities of the then existing debts and liabilities of such Person and its Subsidiaries as they become absolute and matured considering all financing alternatives and potential asset sales reasonably available to such Person and its Subsidiaries, (c) has capital that is not unreasonably small in relation to its business as presently conducted or after giving effect to any contemplated transactions, (d) does not intend to, and does not believe that it will, incur debts or liabilities beyond its ability to pay such debts and liabilities as they become due and (e) has not incurred, and will not incur, any obligation under the Agreement or any other Loan Document and such Person and its Subsidiaries have not made and will not make any conveyance pursuant to or in connection therewith, with actual intent to hinder, delay or defraud either existing or future creditors of such Person or its Subsidiaries.

"**Special Dividend**" means the dividend by the Borrower to its shareholders to be made on or within ninety (90) days after the Closing Date, in an amount not to exceed $950,000,000.

"**Standard & Poor's**" means S&P Global Ratings, a division of S&P Global Inc., or any successor or assignee of the business of such division in the business of rating securities and debt.

~~"**Statutory Reserve Rate**" means, for the Interest Period for any LIBOR Rate Loan, a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the arithmetic mean, taken over each day in such Interest Period, of the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves)~~

~~expressed as a decimal established by the Board to which the Administrative Agent is subject for eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. LIBOR Rate Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.~~

"**Subsidiary**" of any Person at any time means any corporation, trust, partnership, any limited liability company or other business entity of which more than 50% of the outstanding voting securities or other interests normally entitled to vote for the election of one or more directors or trustees (regardless of any contingency that does or may suspend or dilute the voting rights) is at such time owned, or the management of which is controlled, directly or indirectly through one or more intermediaries, or both, by such Person or one or more of such Person's Subsidiaries.

"**Subsidiary Equity Interests**" has the meaning specified in Section 5.6.

"**Supported QFC**" has the meaning specified in Section 11.20.

"**Swap Obligation**" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"**Swing Line Commitment**" means, as to the Swing Line Lender at any time, the amount initially set forth opposite its name on Schedule 1.1(A), as such Commitment is thereafter assigned or modified. As of the Closing Date, the Swing Line Commitment of the Swing Line Lender shall be $10,000,000.

"**Swing Line Facility**" means the swing line facility established pursuant to Section 2.3.

"**Swing Line Lender**" means CoBank, in its individual capacity as the provider of the Swing Line Commitment.

"**Swing Line Loans**" means, collectively, and "**Swing Line Loan**" means, separately, all Swing Line Loans or any Swing Line Loan made by the Swing Line Lender to the Borrower pursuant to Section 2.3.

"**Swing Line Note**" means a promissory note of the Borrower substantially in the form of Exhibit F-2 hereto to the Swing Line Lender evidencing the Swing Line Loans.

"**Synthetic Lease Obligation**" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, for tax purposes or otherwise upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"**T-Mobile Asset Purchase Agreement**" means that certain Asset Purchase Agreement dated as of May 28, 2021, by and between T-Mobile USA, Inc., a Delaware corporation, and the Borrower.

"**T-Mobile Transition Services Assets**" means those certain fleet assets (including vehicles and trailered generators) listed on Section 2.2(n) of the disclosure schedules to the T-Mobile Asset Purchase Agreement.

"**Tax Compliance Certificate**" means a tax certificate substantially in the form of Exhibit H hereto, prepared and delivered in accordance with Section 3.2(g).

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Term Lender**" means each Term Loan A-1 Lender and each Term Loan A-2 Lender and "**Term Lenders**" means collectively all of the Term Loan A-1 Lenders and all of the Term Loan A-2 Lenders.

"**Term Loan A-1**" has the meaning specified in Section 2.1(a) and "**Term Loan A-1s**" means, collectively, all of the Term Loan A-1s made by the Lenders pursuant to Section 2.1(a).

"**Term Loan A-1 Availability Period**" means the period commencing on the Closing Date and ending on the Term Loan A-1 Termination Date.

"**Term Loan A-1 Commitment**" means, as to any Lender at any time, the amount initially set forth opposite its name on Schedule 1.1(A), as such Commitment is thereafter assigned or modified and "**Term Loan A-1 Commitments**" means the aggregate Term Loan A-1 Commitments of all of the Term Loan A-1 Lenders.

"**Term Loan A-1 Facility**" means the multi-draw term loan facility established pursuant to Section 2.1(a).

"**Term Loan A-1 Lender**" means each Lender having a Term Loan A-1 Commitment or holding a Term Loan A-1.

"**Term Loan A-1 Note**" means a promissory note of the Borrower substantially in the form of Exhibit F-3 hereto payable to a Term Loan A-1 Lender evidencing its Term Loan A-1.

"**Term Loan A-1 Termination Date**" means the earliest of (a) ~~the Business Day immediately preceding the second anniversary of the Closing Date~~December 31, 2023, (b) the date on which the Borrower elects in its sole discretion by written notice to the Administrative Agent to terminate the remaining Term Loan A-1 Commitments and (c) the Maturity Date for the Term Loan A-1 Facility.

"**Term Loan A-2**" has the meaning specified in Section 2.1(b) and "**Term Loan A-2s**" means, collectively, all of the Term Loan A-2s made by the Lenders pursuant to Section 2.1(b).

"**Term Loan A-2 Availability Period**" means the period commencing on the Closing Date and ending on the Term Loan A-2 Termination Date.

"**Term Loan A-2 Commitment**" means, as to any Lender at any time, the amount initially set forth opposite its name on Schedule 1.1(A), as such Commitment is thereafter assigned or modified and "**Term Loan A-2 Commitments**" means the aggregate Term Loan A-2 Commitments of all of the Term Loan A-2 Lenders.

"**Term Loan A-2 Facility**" means the multi-draw term loan facility established pursuant to Section 2.1(b).

"**Term Loan A-2 Lender**" means each Lender having a Term Loan A-2 Commitment or holding a Term Loan A-2.

"**Term Loan A-2 Note**" means a promissory note of the Borrower substantially in the form of Exhibit F-4 hereto payable to a Term Loan A-2 Lender evidencing its Term Loan A-2.

"**Term Loan A-2 Termination Date**" means the earliest of (a) ~~the Business Day immediately preceding the second anniversary of the Closing Date~~December 31, 2023, (b) the date on which the Borrower elects in its sole discretion by written notice to the Administrative Agent to terminate the remaining Term Loan A-2 Commitments and (c) the Maturity Date for the Term Loan A-2 Facility.

"**Term Loan Commitments**" means the Term Loan A-1 Commitments and the Term Loan A-2 Commitments.

"**Term Loan Termination Date**" means each of the Term Loan A-1 Termination Date and the Term Loan A-2 Termination Date, as applicable.

"**Term Loans**" means, collectively, all of the Term Loan A-1s and Term Loan A-2s.

"**Term Overadvance**" has the meaning specified in Section 2.13(a)(ii).

"**Term SOFR**~~" means, for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body~~ **Adjustment**" means a percentage per annum equal to 0.10%.

"**Term SOFR ~~Notice~~**~~" means a notification~~**Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent ~~to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event~~in its reasonable discretion).

"**Term SOFR Rate**" means,

(a) for any calculation with respect to a Term SOFR Rate Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is two U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 3:00 p.m. on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Transition Event with respect to the Term SOFR Reference Rate has not occurred, then the Term SOFR Rate will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "**Base Rate Term SOFR**

Determination Day") that is two U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 3:00 p.m. on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Transition Event with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR Rate will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day;

provided, further, that if the Term SOFR Rate determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then the Term SOFR Rate shall be deemed to be the Floor.

"**Term SOFR Rate Loan**" means a Loan bearing interest at the Term SOFR Rate Option, other than pursuant to clause (c) of the definition of "Alternate Base Rate". A Term SOFR Rate Loan is a Loan subject to an Interest Period.

"**Term SOFR ~~Transition Date~~**" ~~means, with respect to a Term SOFR Transition Event, the date that is 30 days (or such later date as the Administrative Agent may specify in the Term SOFR Notice) after the date the Term SOFR Notice is provided by the Administrative Agent to the Lenders and the Borrower pursuant to~~**Rate Option**" means the option of the Borrower to have Loans bear interest at the rate and under the terms set forth in Section ~~3.7~~2.4(~~f~~a)(ii).

"**Term SOFR ~~Transition Event~~**" ~~means the determination by the Administrative Agent that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for the Administrative Agent, and (c) a replacement of the LIBOR Rate has previously occurred in accordance with Section 3.7(a) resulting in a Benchmark Replacement under clause (a) of the definition of Benchmark Replacement.~~**Reference Rate**" means the forward-looking term rate based on SOFR.

"**Termination Date**" means the Business Day as of which all of the following shall have occurred: (a) all Commitments under this Agreement have terminated, (b) all Secured Obligations have been paid in full in cash (other than (i) contingent indemnification obligations as to which no claim has been made and (ii) obligations and liabilities with respect to any Secured Bank Product or Secured Hedge as to which arrangements reasonably satisfactory to the applicable Secured Party have been made) and (c) all Letters of Credit have terminated or expired (other than Letters of Credit which have been Cash Collateralized or as to which other arrangements with respect thereto satisfactory to the Issuing Lender shall have been made).

"**Threshold Amount**" means as of any given date of determination, the greater of (a) $10,000,000 and (b) 10.0% of Consolidated EBITDA determined on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered.

"**Total Credit Exposure**" means, as to any Lender at any time, the sum of such Lender's unused Term Loan A-1 Commitment, unused Term Loan A-2 Commitment, unused Incremental Term Loan Commitments, Revolving Credit Exposure, outstanding Term Loans and outstanding Incremental Term Loans.

"**Total Debt**" means, as of any date of determination, the aggregate principal amount of all Indebtedness (other than the net termination obligations of such Person under any Hedge Agreement, calculated as of any date as if such agreement or arrangement were terminated as of such date and, to the extent related to or supporting such net termination obligations, as described in clauses (k), (l) and (m) of the definition of Indebtedness), in each case of the Borrower on a Consolidated basis.

"**Total Net Leverage Ratio**" means, as of any date of determination, the ratio of (a) Total Debt on such date minus the Unrestricted Cash Amount to (b) Consolidated EBITDA for the most recently completed four fiscal quarters for which financial statements are available.

"**Trade Date**" has the meaning specified in Section 11.7(b)(i)(B).

"**Tranche**" means, with respect to any Incremental Term Loan Facility, all Incremental Term Loans made on the same date pursuant to the terms of the same Notice of Incremental Term Loan Borrowing and Incremental Term Loan Funding Agreement.

"**Transition Services Agreement**" means that certain Transition Services Agreement dated as of the Closing Date, by and between T-Mobile USA, Inc., a Delaware corporation, and the Borrower.

"**UCC**" means the Uniform Commercial Code as the same may be in effect from time to time in the State of New York; provided, that if, by reason of applicable Law, the validity or perfection of any security interest in any Collateral granted under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, then as to the validity or perfection, as the case may be, of such security interest "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in such other jurisdictions.

"**UCP**" has the meaning specified in Section 2.9(j).

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulations Authority) or any Person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such certain credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unrestricted Cash Amount" means, as of any date of determination, the amount of cash and Cash Equivalents of the Borrower and its Subsidiaries on deposit in Controlled Accounts in an amount not to exceed $75,000,000.

"**Unused Commitment Fee**" has the meaning specified in Section 2.7(a).

"**U.S. Person**" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"**U.S. Government Securities Business Day**" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that

the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**U.S. Special Resolution Regimes**" has the meaning specified in Section 11.20.

"**USA Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

"**Voting Participant**" has the meaning specified in Section 11.7(d).

"**Voting Participant Notice**" has the meaning specified in Section 11.7(d).

"**Withholding Agent**" means (a) the Borrower or any other Loan Party and (b) the Administrative Agent.

"**Write-Down and Conversion Powers**" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to any UK Resolution Authority, the write-down and conversion powers of such UK Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligations in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 **Construction**. Unless the context of this Agreement otherwise clearly requires, the following rules of construction shall apply to this Agreement and each of the other Loan Documents: (a) references to the plural include the singular, the plural, the part and the whole; (b) the words "*include*," "*includes*" and "*including*" shall be deemed to be followed by the phrase "*without limitation*"; (c) the words "*hereof*," "*herein*," "*hereunder*," "*hereto*" and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document as a whole; (d) article, section, subsection, clause, schedule and exhibit references are to this Agreement or other Loan Document, as the case may be, unless otherwise specified; (e) reference to any Person includes such Person's successors and assigns; (f) reference to any agreement, including this Agreement and any other Loan Document together with the schedules and exhibits hereto or thereto, document or instrument means such agreement, document or instrument as amended, extended, modified, supplemented, replaced, substituted for, superseded, renewed, refinanced, refunded, reaffirmed or restated at any time and from time to time; (g) relative to the determination of any period of time, "*from*" means "*from and including*," "*to*" means "*to but excluding*," and "*through*" means "*through and including*"; (h) the words "*asset*" and "*property*" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights; (i) section headings herein and in each other Loan Document are included for convenience and shall not affect the interpretation of this Agreement or such Loan Document; (j) any pronoun shall include the corresponding masculine, feminine and neuter terms; (k) reference to any Law shall refer to such Law as amended, modified, supplemented, renewed, or extended from time to time and to any successor or replacement Law promulgated thereunder or substantially related thereto; (l) reference to any Governmental Authority includes any similar or successor Governmental Authority; (m) the word "*will*" shall be construed to have the same meaning and effect as the word "*shall*"; and (n) unless otherwise specified, all references herein to times of day shall be references to Denver,

Colorado time. The parties hereto each acknowledge that each of them has had the benefit of legal counsel of its own choice, that each of them has been afforded an opportunity to review this Agreement and the other Loan Documents with its legal counsel, and that this Agreement and the other Loan Documents shall be constructed as if jointly drafted by the Administrative Agent and each Loan Party.

1.3 **Accounting Principles**. Except as otherwise provided in this Agreement, all computations and determinations as to accounting or financial matters (including financial ratios and other financial covenants) and all financial statements to be delivered pursuant to this Agreement shall be made and prepared in accordance with GAAP (including principles of consolidation where appropriate), applied on a consistent basis and, except as expressly provided herein, in a manner consistent with that used in preparing audited financial statements in accordance with Section 6.1(b) and all accounting or financial terms have the meanings ascribed to such terms by GAAP; provided, however, that all accounting terms used in Article VIII (and all defined terms used in the definition of any accounting term used in Article VIII) have the meaning given to such terms (and defined terms) under GAAP as in effect on the Closing Date applied on a basis consistent with those used in preparing the financial statements referred to in Section 5.10. In the event of any change after the Closing Date in GAAP or in the application of GAAP, and if such change would affect the computation of any of the financial covenants set forth in Article VIII or compliance with Sections 7.1 or 7.4, then the parties hereto agree to endeavor, in good faith, to agree upon an amendment to this Agreement that would adjust such financial covenants or such Sections in a manner that would preserve the original intent thereof, but would allow compliance therewith to be determined in accordance with the Borrower's financial statements at that time; provided, that until so amended such financial covenants and such Sections shall continue to be computed in accordance with GAAP prior to such change therein or the application thereof. Notwithstanding the foregoing, (a) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of any Loan Party and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded; and (b) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any change in accounting for leases pursuant to GAAP resulting from the implementation of Financial Accounting Standards Board ASU No. 2016-02, Leases (Topic 842), to the extent such adoption would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on December 31, 2015.

1.4 **Rounding**. Any financial ratios required to be maintained pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio or percentage is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.5 **Letter of Credit Amounts**. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to mean the maximum face amount of such Letter of Credit after giving effect to all increases thereof contemplated by such Letter of Credit or the Letter of Credit Request therefor (at the time specified therefor in such applicable Letter of Credit or Letter of Credit Request and as such amount may be reduced by (a) any permanent reduction of such Letter of Credit or (b) any amount which is drawn, reimbursed and no longer available under such Letter of Credit).

1.6 **Covenant Compliance Generally**. For purposes of determining compliance under Article VIII, any amount in a currency other than Dollars will be converted to Dollars in a manner consistent with that used in calculating Consolidated net income in the most recent annual financial statements of Borrower and its Subsidiaries delivered pursuant to Section 6.1(b). Notwithstanding the foregoing, for purposes of

determining compliance with Article VII, with respect to any covenant with respect to the amount of Indebtedness or investment in a currency other than Dollars, no breach of any basket contained therein shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness or investment is incurred; provided, that for the avoidance of doubt, the result of any changes in rates of exchange occurring after the time such Indebtedness or investment is incurred shall otherwise apply in all other cases, including determining whether any additional Indebtedness or investment may be incurred at any time in accordance with Article VII and for purposes of calculating financial ratios in accordance with Article VIII.

~~1.7 **Administration of Rates**. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "LIBOR Rate" or with respect to any comparable or successor rate thereto.~~

1.7 **[Reserved].**

1.8 **Holidays**. Whenever payment of a Loan shall be due on a day that is not a Business Day such payment shall be due on the next Business Day (except as provided in Section 2.5) and such extension of time shall be included in computing interest and fees, except that the Loans and all other amounts hereunder shall be due on the Business Day preceding the Maturity Date if the Maturity Date is not a Business Day. Whenever any other payment or action to be made or taken hereunder (other than payment of the Loans) shall be stated to be due on a day that is not a Business Day, such other payment or action shall be made or taken on the next following Business Day, and such extension of time shall not be included in computing interest or fees, if any, in connection with such payment or action.

1.9 **UCC Terms**. Terms defined in the UCC in effect on the Closing Date and not otherwise defined herein shall, unless the context otherwise indicates, have the meanings provided by those definitions; provided, that to the extent the UCC is revised subsequent to the Closing Date such that the definition of any of the terms included in the description of Collateral in any Loan Document is changed, the parties hereto desire that any property which is included in such changed definitions which would not otherwise be included in such grant, be included in such grant immediately upon the effective date of such revision, to the extent a security interest in such personal property may be granted under such revised UCC (and, to the extent effective under applicable Law, such security interest will attach immediately without further action). Subject to the foregoing, the term "**UCC**" refers, as of any date of determination, to the UCC then in effect.

1.10 **Delaware Divisions**. For all purposes under the Loan Documents, in connection with any Division or plan of Division: (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

II. CREDIT FACILITIES

2.1 **Term Loans.**

(a) Term Loan A-1. Subject to the terms and conditions hereof, and relying upon the representations and warranties of the Loan Parties set forth herein and in the other Loan Documents, each Term Loan A-1 Lender severally agrees to make one or more term loans (each, a "**Term Loan A-1**") to the

Borrower from time to time during the Term Loan A-1 Availability Period in such principal amounts as the Borrower shall request. Each Term Loan A-1 of a Term Loan A-1 Lender shall be in an amount equal to such Term Loan A-1 Lender's Pro Rata Share of the principal amount of such Term Loan A-1 requested by the Borrower; provided, that the aggregate amount of all Term Loan A-1s made by the Term Loan A-1 Lenders hereunder shall not exceed the Term Loan A-1 Commitments.

(b) Term Loan A-2. Subject to the terms and conditions hereof, and relying upon the representations and warranties of the Loan Parties set forth herein and in the other Loan Documents, each Term Loan A-2 Lender severally agrees to make one or more term loans (each, a "**Term Loan A-2**") to the Borrower from time to time during the Term Loan A-2 Availability Period in such principal amounts as the Borrower shall request. Each Term Loan A-2 of a Term Loan A-2 Lender shall be in an amount equal to such Term Loan A-2 Lender's Pro Rata Share of the principal amount of such Term Loan A-2 requested by the Borrower; provided, that the aggregate amount of all Term Loan A-2s made by the Term Loan A-2 Lenders hereunder shall not exceed the Term Loan A-2 Commitments.

(c) Term Loan Requests. The Borrower shall request the Term Lenders to make the Term Loans by delivering to the Administrative Agent, not later than 11:00 a.m., (i) three (3) U.S. Government Securities Business Days prior to the proposed Borrowing Date with respect to ~~LIBOR~~Term SOFR Rate Loans and (ii) one (1) Business Day prior to the proposed Borrowing Date with respect to Base Rate Loans, a duly completed Loan Request. Each such Loan Request shall be irrevocable and shall specify the aggregate amount of the proposed Term Loans comprising each Borrowing, and, if applicable, the Interest Period, which amounts shall be in (x) integral multiples of $5,000,000 and not less than $20,000,000 for each Borrowing under the ~~LIBOR~~Term SOFR Rate Option, and (y) integral multiples of $5,000,000 and not less than $20,000,000 for each Borrowing under the Base Rate Option. Each Borrowing of Term Loans shall be shared pro rata between the Term Loan A-1 Facility and the Term Loan A-2 Facility. The Borrower shall make no more than ten (10) requests for Term Loans during the term of this Agreement.

(d) Nature of Lenders' Obligations with Respect to Term Loans. The failure of any Term Lender to make a Term Loan shall not relieve any other Term Lender of its obligations to make a Term Loan nor shall it impose any additional liability on any other Lender hereunder. The Term Lenders shall have no obligation to make the Term Loans after the applicable Term Loan Termination Date. The Term Loan Commitments are not revolving commitments, and the Borrower shall not have the right to repay and reborrow the Term Loans under Section 2.1.

(e) Repayment of Term Loan A-1. In addition to any prepayments or repayments made pursuant to Sections 2.12 and 2.13, the Borrower shall repay the aggregate outstanding principal balance of the Term Loan A-1s in quarterly principal payments on the last day of each calendar quarter in accordance with the schedule set forth below:

Date	Quarterly Principal Payment
Closing Date through ~~July 1~~December 31, 2023	0.00% per quarter
~~September 30, 2023~~March 31, 2024 through June 30, 2024	0.625% per quarter
September 30, 2024 and thereafter	1.250% per quarter

Notwithstanding anything herein to the contrary, the entire outstanding principal balance of the Term Loan A-1s shall be due and payable in full in cash on the Maturity Date with respect to the Term Loan A-1 Facility.

(f) Repayment of Term Loan A-2. In addition to any prepayments or repayments made pursuant to Sections 2.12 and 2.13, the Borrower shall repay the aggregate outstanding principal balance of the Term Loan A-2s in quarterly installments commencing on ~~September 30, 2023~~March 31, 2024 and on the last day of each calendar quarter thereafter in an amount equal to 0.25% of the outstanding principal amount of the Term Loan A-2s outstanding on the Term Loan A-2 Termination Date. Notwithstanding anything herein to the contrary, the entire outstanding principal balance of the Term Loan A-2s shall be due and payable in full in cash on the Maturity Date with respect to the Term Loan A-2 Facility.

(g) Incremental Term Loans.

(i) After the Closing Date, the Borrower may from time to time request that additional term loans be made to it in accordance with this Section 2.1(g) (each, an "**Incremental Term Loan**") by delivering a Notice of Incremental Term Loan Borrowing to the Administrative Agent, specifying (subject to the restrictions set forth in this Section 2.1(g)) therein (A) the amount of the Tranche of Incremental Term Loans requested (which Tranche shall be in a minimum principal amount equal to the lesser of (x) $20,000,000 and (y) the then current Incremental Amount, and, subject to the first sentence of Section 2.1(g)(iii), in integral multiples of $1,000,000 in excess thereof), (B) the requested advance date of the proposed Incremental Term Loans comprising such Tranche (which shall be not less than ten (10) days from the date of delivery of the Notice of Incremental Term Loan Borrowing (or such shorter period of time as to which the Administrative Agent may agree in its sole discretion)), (C) the Interest Rate Option(s) and the Applicable Margin to be applicable to the Incremental Term Loans in such Tranche, (D) the amortization for all Incremental Term Loans in such Tranche and (E) the amount of any upfront or closing fees to be paid by the Borrower to the Lenders funding the Tranche of Incremental Term Loans requested. Subject to the last sentence in Section 2.1(g)(v), each Notice of Incremental Term Loan Borrowing delivered by the Borrower shall be irrevocable and shall be binding upon all Loan Parties.

(ii) At the time of delivery of each Notice of Incremental Term Loan Borrowing, the Borrower shall also deliver to the Administrative Agent a certificate of a Financial Officer of the Borrower certifying (A) that no Default or Event of Default then exists or would be caused thereby; provided, that if the proceeds of such Tranche of Incremental Term Loans shall be used to consummate a Permitted Acquisition, this clause (A) shall be tested as provided in clause (iii) of the definition of Permitted Acquisition, (B) that, both before and after giving effect to a Borrowing of such Tranche of Incremental Term Loans, the Borrower shall be in compliance with the covenants set forth in Article VIII on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered (and showing the calculations thereof); provided, that if the proceeds of such Tranche of Incremental Term Loans shall be used to consummate a Permitted Acquisition, this clause (B) shall be tested as provided in clause (vii) of the definition of Permitted Acquisition, and (C) the representations and warranties of each Loan Party set forth in Article V of the Credit Agreement are true and correct in all material respects and will be true and correct in all material respects (unless any such representation or warranty is qualified as to materiality or a Material Adverse Effect, in which case such representation and warranty shall be true and correct in all respects) on the date of the proposed Borrowing of such Tranche of Incremental Term Loans, before and after giving effect to such Borrowing and to the application of the proceeds therefrom, as though made on and as of such date, other than any such representations or warranties that specifically refer to a date other than the date of such Borrowing; provided, that if the proceeds of such Tranche of Incremental Term Loans shall be used to consummate a

Permitted Acquisition, this clause (C) may be modified or otherwise waived in whole or in part in a manner determined by the Borrower and the Lenders providing such Tranche of Incremental Term Loans (including by requiring that clause (C) be tested as of the time such Loan Party entered into such Limited Conditionality Purchase Agreement).

(iii) The sum of (A) all aggregate outstanding principal amounts of all Tranches of Incremental Term Loans and (B) all unused Incremental Term Loan Commitments of all Tranches of Incremental Term Loans shall not exceed at any time the then current Incremental Amount. Repayments or prepayments of the principal of any Incremental Term Loans may not be reborrowed. Each Tranche of Incremental Term Loans shall bear interest at the Alternate Base Rate or the ~~Adjusted LIBOR Rate~~applicable Benchmark plus the Applicable Margin as is set forth in the Notice of Incremental Term Loan Borrowing related to such Tranche, and shall be subject to the amortization set forth in the applicable Notice of Incremental Term Loan Borrowing relating to such Tranche~~,~~; provided, however, that to the extent that the Applicable ~~Margins~~Margin for the Alternative Base Rate ~~Loans or LIBOR Rate Loans~~or for such Benchmark under any Tranche of Incremental Term Loans exceed by more than 0.50% the Applicable ~~Margins~~Margin for the Alternative Base Rate or for such Benchmark for the existing Term Loan A-2 Facility, determined as of the initial funding date of such Tranche of Incremental Term Loans, the Applicable ~~Margins~~Margin for such Alternative Base Rate or for such Benchmark for the existing Term Loans shall be increased so that the Applicable ~~Margins~~Margin for the Alternative Base Rate or for such Benchmark, as applicable, on such Tranche of Incremental Term Loans and the existing Term Loan A-2 are equal, and so that the Applicable Margins for the existing Term Loan A-1 are 0.50% lower than the Applicable Margins for such Tranche of Incremental Term Loans and the existing Term Loan A-2. The final maturity date of any Tranche of Incremental Term Loans shall be no earlier than the Maturity Date with respect to the Term Loan A-1 Facility; provided, that if the Maturity Date with respect to the Term Loan A-2 Facility is equal to or less than five (5) years from the initial funding date of such Tranche of Incremental Term Loans, the final maturity date of such Tranche of Incremental Term Loans shall also be no earlier than the Maturity Date with respect to the Term Loan A-2 Facility. The weighted average life of any Tranche of Incremental Term Loans shall be equal to or greater than the weighted average life of the Term Loan A-1 Facility, determined as of the initial funding date of such Tranche of Incremental Term Loans; provided, that if the Maturity Date with respect to the Term Loan A-2 Facility is equal to or less than five (5) years from the initial funding date of such Tranche of Incremental Term Loans, the final average weighted life of such Tranche of Incremental Term Loans shall also be no earlier than the average weighted life with respect to the Term Loan A-2 Facility. Any covenant or Event of Default applicable to any Tranche of Incremental Term Loans (other than those applicable solely after the Maturity Date with respect to the Term Loan A-2) that is more restrictive than the equivalent covenant or Event of Default set forth in this Agreement shall be deemed to be applicable to all Loans hereunder. All Incremental Term Loans shall for all purposes be Obligations hereunder and under the Loan Documents.

(iv) Upon receipt of a request for a Tranche of Incremental Term Loans from the Borrower, the Administrative Agent shall, in consultation with the Borrower, offer one or more Term Lenders, other Lenders or new lenders that are Eligible Assignees, and, with the prior written consent of the Borrower, other new lenders that are not Eligible Assignees, the opportunity, in such amounts as the Administrative Agent, in consultation with the Borrower, shall determine, to participate in the requested Tranche of Incremental Term Loans. Each Term Lender, other Lender or new lender that fails to respond to such a notice in writing in a form acceptable to the Administrative Agent within the period of time provided therein shall be deemed to have elected not to participate in such Tranche of Incremental Term Loans. No Lender or new lender shall have any obligation to fund any Incremental Term Loan, and any decision by a Lender or new lender to fund any Incremental Term Loan shall be made in its sole discretion independently from any other Lender or new lender.

(v) If in response to the offer to participate in such Tranche made by the Administrative Agent pursuant to clause (iv) above, the Administrative Agent receives commitments from Lenders and/or from any other Person that (A) qualifies as an Eligible Assignee and is reasonably acceptable to the Borrower and the Administrative Agent and (B) has agreed to become a Lender in respect of all or a portion of such Tranche of Incremental Term Loans (an "**Additional Incremental Term Lender**"), in excess of the requested Tranche of Incremental Term Loans, the Administrative Agent shall have the right, in its sole discretion but with the consent of the Borrower, to reduce and reallocate (within the minimum and maximum amounts specified by each such Lender or Additional Incremental Term Lender in its notice to the Administrative Agent) the shares of the Incremental Term Loans of the Lenders or Additional Incremental Term Lenders willing to fund (or commit to fund) such Tranche of Incremental Term Loans so that the total committed Incremental Term Loans equal the requested Tranche of Incremental Term Loans. If the Administrative Agent does not receive commitments from Lenders or Additional Incremental Term Lenders in an amount sufficient to fund the requested Tranche of Incremental Term Loans, the Administrative Agent shall so notify Borrower and the request for such Tranche of Incremental Term Loans shall be deemed automatically rescinded; provided, that the Borrower may submit a replacement Notice of Incremental Term Loan Borrowing setting forth different terms for the requested Incremental Term Loan (which replacement shall not be deemed a new request for an Incremental Term Loan for purposes of Section 2.1(g)(ix)).

(vi) Any Incremental Term Loan Funding Agreement shall become effective upon the receipt by the Administrative Agent of an agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower signed by each Loan Party, by each Additional Incremental Term Lender and by each existing Lender who has agreed to fund such Tranche of Incremental Term Loans, setting forth the new Tranche of Incremental Term Loans of such Lenders and setting forth the agreement of each Additional Incremental Term Lender to become a party to this Agreement as a Lender and to be bound by all the terms and provisions hereof, together with officer's certificates and ratification agreements executed by each Loan Party and such evidence of satisfaction of all conditions set forth in Section 4.2 (subject to the provisos of Section 2.1(g)(ii)(A), (B) and (C)), appropriate corporate authorization on the part of each Loan Party with respect to the requested Tranche of Incremental Term Loans, amendments to any other Loan Documents reasonably requested by the Administrative Agent in relation to the requested Tranche of Incremental Term Loans (which amendments to the Loan Documents (other than this Agreement) the Administrative Agent is hereby authorized to execute on behalf of the Lenders), updates or endorsements to policies of title insurance, flood hazard determination certificates (and, if applicable, evidence of flood insurance) with respect to each parcel of property subject to a Mortgage, the results of lien searches from applicable jurisdictions, and such opinions of counsel for the Loan Parties with respect to the requested Tranche of Incremental Term Loans and other assurances as the Administrative Agent may reasonably request.

(vii) In addition to any prepayments or repayments made pursuant to Sections 2.12 and 2.13, the principal of the Incremental Term Loans of each Tranche shall be repaid on such dates and in such amounts as may be set forth in the Notice of Incremental Term Loan Borrowing for such Tranche, to be applied to the unpaid principal amount of the Incremental Term Loans for such Tranche for which such payment relates. Notwithstanding anything herein to the contrary, the entire outstanding principal balance of all Tranches of Incremental Term Loans shall be due and payable in full in cash on the Maturity Date as specified in clause (d) of the definition thereof.

(viii) The Administrative Agent shall record relevant information regarding each Tranche of Incremental Term Loans (including information with respect to Additional Incremental Term Lenders) in the Register in accordance with Section 11.7(c); provided, however, that failure to make

any such recordation, or any error in such recordation, shall not affect the Borrower's obligations in respect of any Incremental Term Loan Commitment or Incremental Term Loan.

(ix) The Borrower may request no more than five (5) Incremental Term Loans.

2.2 **Revolving Loans.**

(a) Revolving Loan Commitments. Subject to the terms and conditions hereof and relying upon the representations and warranties of the Loan Parties set forth herein and in the other Loan Documents, each Revolving Lender severally agrees to make Revolving Loans to the Borrower at any time and from time to time on or after the Closing Date (by the time and in the manner specified in Section 2.6(a)) to, but not including, the Maturity Date with respect to the Revolving Credit Facility; provided, that after giving effect to each such Revolving Loan (i) such Revolving Lender's Available Revolving Commitment shall not be less than $0 and (ii) the Revolving Credit Facility Usage shall not exceed the Revolving Commitments. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.2.

(b) Revolving Loan Requests. Except as otherwise provided herein, the Borrower may from time to time prior to the Maturity Date with respect to the Revolving Credit Facility request the Revolving Lenders to make Revolving Loans by delivering to the Administrative Agent, not later than 11:00 a.m., (i) three (3) U.S. Government Securities Business Days prior to the proposed Borrowing Date with respect to ~~LIBOR~~Term SOFR Rate Loans, and (ii) one (1) Business Day prior to the proposed Borrowing Date with respect to Base Rate Loans, a duly completed Loan Request. Other than a Loan Request with respect to Revolving Loans to be drawn on the expected Closing Date which may be subject to the occurrence of the Closing Date, each Loan Request shall be irrevocable and shall specify the aggregate amount of the proposed Revolving Loans comprising each Borrowing, and, if applicable, the Interest Period applicable thereto, which amounts shall be in (x) integral multiples of $500,000 and not less than $1,000,000 for each Borrowing under the ~~LIBOR~~Term SOFR Rate Option, and (y) integral multiples of $500,000 and not less than $500,000 for each Borrowing under the Base Rate Option. ~~For the avoidance of doubt, the revocation of a Loan Request with respect to LIBOR Rate Loans because of the failure of the Closing Date to occur shall not relieve the Borrower of its obligations under Section 3.5, Section 11.3 or otherwise.~~

(c) Nature of Lenders' Obligations with Respect to Revolving Loans. Each Revolving Lender shall be obligated to participate in each request for Revolving Loans pursuant to this Section 2.2 in accordance with its Pro Rata Share. The obligations of each Revolving Lender hereunder are several. The failure of any Revolving Lender to perform its obligations hereunder shall not affect the Obligations of the Borrower to any other party nor shall any other party be liable for the failure of such Revolving Lender to perform its obligations hereunder. Other than Revolving Loans in repayment of Swing Line Loans in accordance with Section 2.3(e) and Reimbursement Obligations in accordance with Section 2.9(c), the Revolving Lenders shall have no obligation to make Revolving Loans at any time on or after the Maturity Date with respect to the Revolving Credit Facility.

(d) Repayment of Revolving Loans. Notwithstanding anything herein or in any other Loan Document to the contrary, the Borrower shall repay the entire outstanding principal amount of Revolving Loans, together with all outstanding interest thereon and unpaid fees with respect thereto, on the Maturity Date with respect to the Revolving Credit Facility.

2.3 **Swing Line Loans.**

(a) Swing Line Commitments. Subject to the terms and conditions hereof and relying upon the agreements of the Revolving Lenders set forth in this Section 2.3, the Swing Line Lender shall make Swing Line Loans to the Borrower at any time or from time to time after the Closing Date to, but not including, the Maturity Date with respect to the Revolving Credit Facility; provided, that after giving effect to any such Swing Line Loan, (i) the aggregate amount of Swing Line Loans shall not exceed the Swing Line Commitment and (ii) the Revolving Credit Facility Usage shall not exceed the Revolving Commitments. Each request by the Borrower for a Swing Line Loan shall be deemed to be a representation by the Borrower that it is in compliance with the proviso at the end of the preceding sentence and with Section 4.2 after giving effect to the requested Swing Line Loan. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow Swing Line Loans in accordance with this Section 2.3. Unless the CoBank Cash Management Agreement is in effect and the Borrower has elected (without modification) pursuant to its rule set instructions or similar document to have its accounts that are subject to the CoBank Cash Management Agreement settle against the Swing Line Loan, the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. If at any time the aggregate principal balance of the Swing Line Loans then outstanding exceeds the Swing Line Commitment, the Borrower shall be deemed to have requested the Revolving Lenders to make Revolving Loans in the amount of the difference in the manner and pursuant to the terms of Section 2.2(b).

(b) Cash Management Arrangements. The Borrower and the Swing Line Lender may enter into a cash management agreement (including the CoBank Cash Management Agreement) providing for the automatic advance by the Swing Line Lender of Swing Line Loans under the conditions set forth in such agreement, which conditions shall be in addition to the conditions set forth herein and which shall be in form and substance reasonably acceptable to the Administrative Agent.

(c) Swing Line Loan Requests. Except as otherwise provided herein, the Borrower may from time to time after the Closing Date and prior to the Maturity Date with respect to the Revolving Credit Facility request that the Swing Line Lender make Swing Line Loans by delivering to the Swing Line Lender (with a copy to the Administrative Agent) not later than 12:00 Noon (or such later time as the applicable cash management agreement, if any, may permit or otherwise as the Swing Line Lender in its sole discretion may agree) on the proposed Borrowing Date of a duly completed and executed Loan Request, by telephonic request promptly followed by a duly completed and executed Loan Request, or by such other method of request as may be provided for in any applicable cash management agreement. Each such request shall be irrevocable and shall specify the proposed Borrowing Date and the principal amount of such Swing Line Loan. Minimum borrowing amounts shall not apply to Swing Line Loans, except as provided for in any applicable cash management agreement. Promptly after receipt of any such request for a Swing Line Loan, the Swing Line Lender will confirm with the Administrative Agent that the Administrative Agent received a copy of the same and, if not, provide the Administrative Agent with information regarding the requested Swing Line Loan.

(d) Making Swing Line Loans. So long as the Swing Line Lender has not received timely telephonic or written notice from the Administrative Agent that one or more conditions precedent to the making of a Credit Extension under Section 4.2 have not been satisfied, the Swing Line Lender, after receipt by it of a Loan Request in accordance with Section 2.3(c), shall fund such Swing Line Loan to the Borrower in Dollars and immediately available funds at the Principal Office prior to 2:00 p.m. or as otherwise agreed in any applicable cash management agreement on the Borrowing Date; provided, that at any time that the CoBank Cash Management Agreement is in effect, the Swing Line Lender may waive, in its sole discretion, any one or more of the conditions precedent in Section 4.2 with respect to the making of any Swing Line Loan.

(e) Borrowings to Repay Swing Line Loans. The Swing Line Lender may, at its option, exercisable at any time for any reason whatsoever, request that the Administrative Agent demand repayment of the Swing Line Loans. Upon such request, the Administrative Agent shall demand repayment of the Swing Line Loans, and each Revolving Lender shall make a Revolving Loan in an amount equal to such Lender's Pro Rata Share of the aggregate principal amount of the outstanding Swing Line Loans, plus, if the Swing Line Lender has so requested, accrued interest thereon; provided, that no Revolving Lender shall be obligated in any event to make Revolving Loans in excess of its Available Revolving Commitment. Revolving Loans made pursuant to the preceding sentence shall bear interest at the Base Rate Option and shall be deemed to have been properly requested in accordance with Section 2.2(b) without regard to any of the requirements of that provision. Each Revolving Lender acknowledges and agrees that its obligations to fund Swing Line Loans pursuant to this Section 2.3(e) and to acquire participations pursuant to Section 2.3(f) in respect of Swing Line Loans are absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or an Event of Default or any failure by the Borrower to satisfy any of the conditions set forth in Section 4.2. The Administrative Agent shall provide notice to the Revolving Lenders that such Revolving Loans are to be made under this Section 2.3 and of the apportionment among the Revolving Lenders, and the Revolving Lenders shall be unconditionally obligated to fund such Revolving Loans (whether or not the conditions specified in Section 2.2(b) are then satisfied) by the time requested by the Swing Line Lender and designated in such notice from the Administrative Agent, which shall not be earlier than 2:00 p.m. on the Business Day next after the date the Revolving Lenders receive such notice from the Administrative Agent.

(f) Risk Participations in Swing Line Loans. Immediately upon the making of each Swing Line Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender, without recourse or warranty, an undivided interest and participation in such Swing Line Loan in an amount equal to such Revolving Lender's Pro Rata Share of the principal amount of such Swing Line Loan, and such interest and participation may be recovered from such Revolving Lender together with interest thereon at the Alternate Base Rate for each day during the period commencing on the date of demand and ending on the date such amount is received (subject to the limitation in Section 2.3(e) that no Revolving Lender shall be obligated in any event to make Revolving Loans in excess of its Available Revolving Commitment).

(g) Repayment of Swing Line Loans. On the Maturity Date with respect to the Revolving Credit Facility, if not sooner demanded, the Borrower shall repay in full the outstanding principal amount of the Swing Line Loans, together will all accrued and unpaid interest and any applicable fees.

2.4 **Interest Rate Provisions**. The Borrower shall pay interest in respect of the outstanding unpaid principal amount of the ~~Base Rate~~ Loans ~~and LIBOR Rate Loans~~, it being understood that, subject to the provisions of this Agreement, the Borrower may select different Interest Rate Options and different Interest Periods to apply to different Borrowings at any time outstanding and may convert to or renew one or more Interest Rate Options with respect to all or any portion of any Borrowing (subject to minimum amounts set forth in Section 2.2(b) with respect to Revolving Loans or the applicable Incremental Term Loan Funding Agreement, or with respect to Term Loans subject to being in integral multiples of $1,000,000); provided, that there shall not be at any one time outstanding more than ten (10) Borrowings of ~~LIBOR~~Term SOFR Rate Loans; provided, further, that if an Event of Default has occurred and is continuing, the Borrower may not request, convert to, or renew any ~~LIBOR~~Term SOFR Rate Loans. If at any time the designated rate applicable to any Loan made by any Lender exceeds the Maximum Rate, the rate of interest on such Lender's Loan shall be limited to such Lender's Maximum Rate.

(a) Interest Rate Options. Swing Line Loans and all other Obligations not constituting Term Loans, Incremental Term Loans, Revolving Loans or Letter of Credit Fees shall bear interest calculated using the Base Rate Option. Subject to the limitations set forth in Section 3.4, the Borrower shall have the right to select from the following Interest Rate Options applicable to the Term Loans, Incremental Term Loans and Revolving Loans:

(i) *Base Rate Option*: An option to pay interest at a fluctuating rate per annum equal to the Alternate Base Rate in effect as of any date of determination plus the Applicable Margin as of such date; or

(ii) ~~*LIBOR*~~*Term SOFR Rate Option*: An option to pay interest at a fluctuating rate per annum equal to the Adjusted ~~LIBOR~~Term SOFR Rate with respect to the applicable Interest Period and as in effect as of any date of determination plus the Applicable Margin as of such date.

(b) Day Count Basis. Interest and fees shall be calculated on the basis of a 360-day year for the actual number of days elapsed (which results in more interest or fees, as the case may be, being paid than if calculated on the basis of a 365-day year); provided, that interest with respect to Base Rate Loans incurring interest based on the Prime Rate shall be calculated on the basis of a 365/366-day year. The date of funding or conversion of a ~~LIBOR~~Term SOFR Rate Loan to a Base Rate Loan and the first day of an Interest Period shall be included in the calculation of interest. The date of payment of any Loan and the last day of an Interest Period shall be excluded from the calculation of interest; provided, that if a Loan is repaid on the same day that it is made, one day's interest shall be charged.

(c) SOFR. In connection with the use or administration of the Term SOFR Rate and the Adjusted Term SOFR Rate and clause (c) of the definition of Alternate Base Rate, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use or administration of the Term SOFR Rate, and the Adjusted Term SOFR Rate or clause (c) of the definition of the Alternate Base Rate.

2.5 **Interest Periods**. In order to convert a Base Rate Loan (other than a Swing Line Loan) or ~~LIBOR~~Term SOFR Rate Loan or continue a ~~LIBOR~~Term SOFR Rate Loan, the Borrower shall deliver to the Administrative Agent a duly completed, written request therefor substantially in the form of Exhibit I (each, a "**Conversion or Continuation Notice**") not later than 11:00 a.m. (i) with respect to a conversion to or continuation of a ~~LIBOR~~Term SOFR Rate Loan, at least three (3) U.S. Government Securities Business Days prior to the proposed effective date of such conversion or continuation and (ii) with respect to a conversion to a Base Rate Loan, at least one (1) Business Day prior to the proposed effective date of such conversion. The Conversion or Continuation Notice shall specify (i) which Borrowings (including the principal amount thereof) are subject to such request, and, in the case of any ~~LIBOR~~Term SOFR Rate Loan to be converted or continued, the last day of the current Interest Period therefor, (ii) the proposed effective date of such conversion or continuation (which shall be a Business Day), (iii) whether the Borrower is requesting a continuation of ~~LIBOR~~Term SOFR Rate Loans or a conversion of Borrowings from one interest rate option to ~~the other~~another interest rate option and (iv) if a continuation of or conversion to ~~LIBOR~~Term SOFR Rate Loans is requested, the requested Interest Period with respect thereto. In addition, the following provisions shall apply to any continuation of or conversion of any Borrowings:

(a) Amount of Loans. After giving effect to such conversion or continuation, each Borrowing of Term Loans shall be in integral multiples of $1,000,000, each Borrowing of Revolving Loans shall be in an amount no less than the applicable minimum amount for Revolving Loans as set forth in Section 2.2(b), and each Borrowing of Incremental Term Loans shall be in an amount specified in the applicable Incremental Term Loan Funding Agreement.

(b) Commencement of Interest Period. In the case of any borrowing of, conversion to or continuation of any ~~LIBOR~~Term SOFR Rate Loan, the Interest Period shall commence on the date of advance or continuation of, or conversion to, any ~~LIBOR~~Term SOFR Rate Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the immediately preceding Interest Period expires. Upon a conversion from a ~~LIBOR~~Term SOFR Rate Loan to a Base Rate Loan, interest at the Base Rate Option shall commence on the last day of the existing Interest Period.

(c) Selection of Interest Rate Options. If the Borrower elects to continue a ~~LIBOR~~Term SOFR Rate Loan but fails to select a new Interest Period to apply thereto, then a one month Interest Period automatically shall apply. If the Borrower fails to duly request the continuation of any Borrowing consisting of ~~LIBOR~~Term SOFR Rate Loans on or before the date specified and otherwise in accordance with the provisions of this Section 2.5, then such ~~LIBOR~~Term SOFR Rate Loan automatically shall be continued as a ~~LIBOR~~Term SOFR Rate Loan with a one month Interest Period.

2.6 **Making of Loans.**

(a) Notifications and Payments. The Administrative Agent shall, promptly after receipt by it of a Loan Request pursuant to Sections 2.1(g) or 2.2(b) notify the applicable Lenders of such Class of Loan of its receipt of such Loan Request specifying the information provided by the Borrower and the apportionment among the Lenders of the requested Loan as determined by the Administrative Agent in accordance with Section 2.1 or Section 2.2, as applicable. Each applicable Lender shall remit the principal amount of its Pro Rata Share of the Loan to the Administrative Agent such that the Administrative Agent is able to, and the Administrative Agent shall, to the extent the Lenders have made funds available to it for such purpose and subject to the terms and conditions of Section 2.1 or Section 2.2, as applicable, fund such Loan to the Borrower in Dollars and immediately available funds to the Borrower's account specified in the Loan Request prior to 2:00 p.m. on the proposed Borrowing Date.

(b) Pro Rata Treatment of Lenders. The Borrowing of any Class of Loan shall be allocated to each Lender of such Class of Loan according to its Pro Rata Share thereof, and each selection of, conversion to, or renewal of any Interest Rate Option and each payment or prepayment by the Borrower with respect to principal and interest due from the Borrower hereunder to the Lenders with respect to the applicable Class of Commitments and Loan, shall (except as otherwise may be provided with respect to a Defaulting Lender and except as provided in Section 3.1 or Section 3.6) be payable ratably among the Lenders of such Class of Loan entitled to such payment in accordance with the amount of principal and interest then due or payable to such Lenders as set forth in this Agreement.

(c) Presumptions by the Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed Borrowing Date that such Lender will not make available to the Administrative Agent such Lender's share of any Loan, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.1 or Section 2.2, as the case may be, and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of such Loan available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay

to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrower, the interest rate then applicable to Base Rate Loans. If such Lender pays its share of the applicable Loan to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent. If the Borrower and such Lender pay such interest for the same period, the Administrative Agent promptly shall remit to the Borrower the amount of interest paid by the Borrower for such overlapping period. Nothing in this Section 2.6(c) or elsewhere in this Agreement or the other Loan Documents, including the provisions of Section 2.14, shall be deemed to relieve any Lender from its obligation to fulfill its commitments hereunder, to prejudice any rights that the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder or require the Administrative Agent (or any other Lender) to advance funds on behalf of any Lender.

2.7 **Fees.**

(a) Revolving Unused Commitment Fees. The Borrower agrees to pay to the Administrative Agent, for the account of each Revolving Lender according to its Pro Rata Share, a nonrefundable unused commitment fee (the "**Unused Commitment Fee**"), from and including the Closing Date to but excluding the Maturity Date with respect to the Revolving Credit Facility, equal to the Applicable Unused Commitment Fee Rate multiplied by the average daily result of (1) the Revolving Commitments minus (2) the outstanding Revolving Loans minus (3) the Letter of Credit Obligations; provided, however, that with respect to the Unused Commitment Fee during such period for the account of the Swing Line Lender, such fee shall be equal to the Applicable Unused Commitment Fee Rate multiplied by the average daily result of (x) the Revolving Commitments minus (y) Revolving Credit Facility Usage; provided further that any Unused Commitment Fee accrued with respect to the Revolving Commitment of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender except to the extent that such Unused Commitment Fee shall otherwise have been due and payable by the Borrower prior to such time; and provided further that no Unused Commitment Fee shall accrue with respect to the Revolving Commitment of a Defaulting Lender so long as such Lender shall be a Defaulting Lender. Subject to Section 2.15, all Unused Commitment Fees with respect to the Revolving Commitments shall be payable in arrears on each Interest Payment Date.

(b) Term Loan Unused Commitment Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Term Lender according to its Pro Rata Share, from and including the Closing Date to but excluding the applicable Term Loan Termination Date, a nonrefundable Unused Commitment Fee equal to the Applicable Unused Commitment Fee Rate multiplied by the average daily result of (1) the Term Loan Commitments minus (2) the outstanding Term Loans; provided, however, that any Unused Commitment Fee accrued with respect to the Term Loan Commitment of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender except to the extent that such Unused Commitment Fee shall otherwise have been due and payable by the Borrower prior to such time; and provided, further that no Unused Commitment Fee shall accrue with respect to the Term Loan Commitment of a Defaulting Lender so long as such Lender shall be a Defaulting Lender. Subject to

the Section 2.15, all Unused Commitment Fees with respect to the Term Loan Commitments shall be payable in arrears on each Interest Payment Date.

(c) Other Fees. The Borrower agrees to pay to the Administrative Agent and the Lenders such other fees as agreed in the Fee Letter.

2.8 **Notes**. The obligation of the Borrower to repay the aggregate unpaid principal amount of the Revolving Loans, Swing Line Loans, the Term Loan A-1, the Term Loan A-2, and any Incremental Term Loans made to it by each Lender, together with interest thereon, shall, at the request of the applicable Lender, be evidenced by a Revolving Note, a Swing Line Note, a Term Loan A-1 Note, a Term Loan A-2 Note or an Incremental Term Loan Note, as the case may be, dated as of the Closing Date, the effective date of the applicable Incremental Term Loan Funding Agreement, or the date of such request, as applicable, payable to the order of such Lender in a face amount equal to the Revolving Commitment, Swing Line Commitment, Term Loan A-1 Commitment, Term Loan A-2 Commitment or Incremental Term Loan Commitment, as applicable, of such Lender. The Borrower hereby unconditionally promises to pay, to the order of each of the Lenders, the Administrative Agent, each Issuing Lender and the Swing Line Lender, as applicable, the Loans and other Obligations as provided in this Agreement and the other Loan Documents.

2.9 **Letter of Credit Facility**.

(a) Issuance of Letters of Credit. Subject to the terms and conditions of this Agreement and the other Loan Documents, including Section 4.2, and in reliance upon the representations and warranties set forth in this Agreement and the other Loan Documents and in reliance on the agreements of the Revolving Lenders set forth in this Section 2.9, each Issuing Lender severally agrees to issue standby and commercial letters of credit (each, a "**Letter of Credit**") for the account of the Borrower and, if applicable, any other Loan Party, on any Business Day from the Closing Date through but not including the Letter of Credit Expiration Date. The Borrower may at any time prior to the Letter of Credit Expiration Date request the issuance of a Letter of Credit, or an amendment or extension of a Letter of Credit, by delivering to an Issuing Lender (with a copy to the Administrative Agent) a completed application and agreement for letters of credit, or request for such amendment or extension, as applicable, in such form as such Issuing Lender may specify from time to time (each a "**Letter of Credit Request**") by no later than 11:00 a.m. at least five (5) Business Days, or such shorter period as may be agreed to by an Issuing Lender, in advance of the proposed date of issuance, amendment or extension. Promptly after receipt of any Letter of Credit Request, such Issuing Lender shall confirm with the Administrative Agent (in writing) that the Administrative Agent has received a copy of such Letter of Credit Request and if not, such Issuing Lender will provide the Administrative Agent with a copy thereof. Unless such Issuing Lender has received notice from any Lender, the Administrative Agent or any Loan Party, at least one (1) Business Day prior to the requested date of issuance, amendment or extension of the applicable Letter of Credit, that one or more applicable conditions in Article IV is not satisfied, then such Issuing Lender will issue a Letter of Credit or agree to such amendment or extension; provided, that each Letter of Credit shall (A) have a maximum maturity of no more than twelve (12) months from the date of issuance; provided, that a Letter of Credit may contain renewal terms reasonably satisfactory to the Issuing Lender and (B) in no event expire later than the Letter of Credit Expiration Date. At no time shall (i) the Letter of Credit Obligations exceed the Letter of Credit Sublimit or (ii) the Revolving Credit Facility Usage exceed the Revolving Commitments. Each request by the Borrower for the issuance, amendment or extension of a Letter of Credit shall be deemed to be a representation by the Borrower that it shall be in compliance with the preceding sentence and with Article IV after giving effect to the requested issuance, amendment or extension of such Letter of Credit. Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to the beneficiary thereof, the applicable Issuing Lender will also deliver to the Borrower and the Administrative

Agent a true and complete copy of such Letter of Credit or amendment. The Borrower unconditionally guarantees all obligations of any other Loan Party with respect to Letters of Credit issued by the Issuing Lender for the account of such Loan Party.

(b) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the ratable account of the Revolving Lenders a fee (the "**Letter of Credit Fee**") equal to the Applicable Letter of Credit Fee Rate, which fee shall be computed on the daily average undrawn portion of the Letter of Credit Obligations and shall be payable quarterly in arrears on each Interest Payment Date and on the Maturity Date with respect to the Revolving Credit Facility. The Borrower shall also pay to each Issuing Lender for such Issuing Lender's sole account a fronting fee in an amount equal to 0.125% per annum of the face amount of each Letter of Credit, as well as each Issuing Lender's then in effect customary fees and administrative expenses payable with respect to the Letters of Credit as such Issuing Lender may generally charge or incur from time to time in connection with the issuance, maintenance, amendment (if any), assignment or transfer (if any), negotiation, and administration of Letters of Credit.

(c) Disbursements, Reimbursement. Immediately upon the issuance of each Letter of Credit, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the applicable Issuing Lender a participation in such Letter of Credit and each drawing thereunder, without recourse or warranty, in an amount equal to such Revolving Lender's Pro Rata Share of the maximum amount available to be drawn under such Letter of Credit and the amount of such drawing, respectively.

(i) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, the applicable Issuing Lender will promptly notify the Borrower and the Administrative Agent thereof. Provided that it shall have received such notice, the Borrower shall reimburse (such obligation to reimburse such Issuing Lender shall sometimes be referred to as a "**Reimbursement Obligation**") such Issuing Lender prior to 12:00 Noon on each date that an amount is paid by such Issuing Lender under any Letter of Credit (each such date, a "**Drawing Date**"), or if such notice was received after 11:00 a.m. on a Drawing Date, then by 10:00 a.m. on the Business Day immediately following such Drawing Date, by paying to the Administrative Agent for the account of such Issuing Lender an amount equal to the amount so paid by such Issuing Lender. In the event the Borrower fails to reimburse such Issuing Lender (through the Administrative Agent) for the full amount of any drawing under any Letter of Credit by date and time required in accordance with the foregoing sentence, then the Administrative Agent will promptly notify each Revolving Lender thereof, and the Borrower shall be deemed to have requested that Revolving Loans be made by the Revolving Lenders under the Base Rate Option to be disbursed on the Business Day immediately following the Drawing Date, subject to the amount of the unutilized portion of the Revolving Commitment and subject to the conditions set forth in Section 4.2 other than any notice requirements. Any notice given by the Administrative Agent or an Issuing Lender pursuant to this Section 2.9(c)(i) may be by telephone if immediately confirmed in writing; provided, that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Lender shall upon the Business Day immediately following a Drawing Date with respect to which notice was delivered by the Administrative Agent in accordance with Section 2.9(c)(i) make funds available to the Administrative Agent for the account of the applicable Issuing Lender in an amount equal to its Pro Rata Share of the amount of the drawing. So long as the conditions set forth in Section 4.2 have been satisfied or waived in accordance with this Agreement, each Revolving Lender that makes such funds available shall be deemed to have made a Revolving Loan at the Base Rate Option; provided, that if any conditions set forth in Section 4.2 have not been satisfied or waived in accordance with this Agreement, each Revolving Lender shall remain obligated to fund its Pro

Rata Share of such unreimbursed amount and such amount (each a "**Participation Advance**") shall be deemed to be a payment in respect of its participation in the applicable Letter of Credit Borrowing resulting from such drawing in accordance with Section 2.9(c)(iii). If any Revolving Lender so notified fails to make available to the Administrative Agent for the account of such Issuing Lender the amount of such Revolving Lender's Pro Rata Share of such amount by no later than 12:00 Noon on such date, then interest shall accrue on such Revolving Lender's obligation to make such payment, from such Business Day to the date on which such Lender makes such payment (A) at a rate per annum equal to the Federal Funds Effective Rate during the first three days following the date such amount was due and (B) at a rate per annum equal to the rate applicable to Base Rate Loans thereafter. The Administrative Agent and the Issuing Lender will promptly give notice (as described in Section 2.9(c)(i) above) of the occurrence of the Drawing Date, but failure of the Administrative Agent or the Issuing Lender to give any such notice on the Drawing Date or in sufficient time to enable any Lender to effect such payment on such date shall not relieve such Lender from its obligation under this clause (ii).

(iii) With respect to any unreimbursed drawing that is not fully reimbursed by the Borrower and is not refinanced by Revolving Loans in accordance with Section 2.9(c)(i) because of the Borrower's failure to satisfy the conditions set forth in Section 4.2, the Borrower shall be deemed to have incurred from the Issuing Lender a borrowing (each, a "**Letter of Credit Borrowing**") in an amount equal to the unreimbursed portion of such drawing. Such Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the rate per annum applicable to the Revolving Loans under the Base Rate Option.

(d) Repayment of Participation Advances.

(i) Upon (and only upon) receipt by the Administrative Agent for the account of the applicable Issuing Lender of immediately available funds from the Borrower (A) in reimbursement of any payment made by such Issuing Lender under a Letter of Credit with respect to which any Lender has made a Participation Advance to the Administrative Agent or (B) in payment of interest on such a payment made by such Issuing Lender under such Letter of Credit, the Administrative Agent on behalf of such Issuing Lender will pay to each Revolving Lender, in the same funds as those received by the Administrative Agent, the amount of such Revolving Lender's Pro Rata Share of such funds, except the Administrative Agent shall retain for the account of such Issuing Lender the amount of the Pro Rata Share of such funds of any Revolving Lender that did not make a Participation Advance in respect of such payment by such Issuing Lender.

(ii) If the Administrative Agent is required at any time to return to any Loan Party, or to a trustee, receiver, liquidator, custodian or any official in any Insolvency Proceeding, any portion of any payment made by any Loan Party to the Administrative Agent for the account of an Issuing Lender pursuant to this Section 2.9 in reimbursement of a payment made under a Letter of Credit or interest or fee thereon, each Revolving Lender shall, on demand of the Administrative Agent, forthwith return to the Administrative Agent for the account of such Issuing Lender the amount of its Pro Rata Share of any amounts so returned by the Administrative Agent plus interest thereon from the date such demand is made to the date such amounts are returned by such Revolving Lender to the Administrative Agent, at a rate per annum equal to the Federal Funds Effective Rate in effect from time to time.

(e) Documentation. Each Loan Party agrees to be bound by the terms of the applicable Issuing Lender's application and agreement for letters of credit and such Issuing Lender's written regulations and customary practices relating to letters of credit, though such interpretation may be different from such Loan Party's own. In the event of a conflict between such application or agreement and this Agreement, this Agreement shall govern. It is understood and agreed that, except in the case of its

gross negligence or willful misconduct as determined by a final decision by a court of competent jurisdiction, such Issuing Lender shall not be liable for any error, negligence and/or mistakes, whether of omission or commission, in following any Loan Party's instructions or those contained in the Letters of Credit or any modifications, amendments or supplements thereto.

(f) Determinations to Honor Drawing Requests. In determining whether to honor any request for drawing under any Letter of Credit by the beneficiary thereof, an Issuing Lender shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit.

(g) Nature of Participation and Reimbursement Obligations. Each Revolving Lender's obligation in accordance with this Agreement to make the Revolving Loans or Participation Advances, as contemplated by this Section 2.9, as a result of a drawing under a Letter of Credit, and the Obligations of the Borrower to reimburse the applicable Issuing Lender upon a draw under a Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Section 2.9 under all circumstances, including the following circumstances:

(i) any set-off, counterclaim, recoupment, defense or other right that such Revolving Lender may have against an Issuing Lender or any of its Affiliates, the Borrower or any other Person for any reason whatsoever, or that any Loan Party may have against such Issuing Lender or any of its Affiliates, any Lender or any other Person for any reason whatsoever;

(ii) the failure of any Loan Party or any other Person to comply, in connection with a Letter of Credit Borrowing, with the conditions set forth in Sections 2.2 or 4.2 or as otherwise set forth in this Agreement for the making of a Revolving Loan, it being acknowledged that such conditions are not required for the making of a Letter of Credit Borrowing and the obligation of the Revolving Lenders to make Participation Advances under this Section 2.9;

(iii) any lack of validity or enforceability of any Letter of Credit;

(iv) any claim of breach of warranty that might be made by any Loan Party or any Lender against any beneficiary of a Letter of Credit, or the existence of any claim, set-off, recoupment, counterclaim, crossclaim, defense or other right that any Loan Party or any Lender may have at any time against a beneficiary, successor beneficiary, any transferee or assignee of any Letter of Credit or the proceeds thereof (or any Persons for whom any such transferee may be acting), an Issuing Lender or its Affiliates or any Lender or any other Person, whether in connection with this Agreement, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between any Loan Party or Subsidiaries of a Loan Party and the beneficiary for which any Letter of Credit was procured);

(v) the lack of power or authority of any signer of (or any defect in or forgery of any signature or endorsement on) or the form of or lack of validity, sufficiency, accuracy, enforceability or genuineness of any draft, demand, instrument, certificate or other document presented under or in connection with any Letter of Credit, or any fraud or alleged fraud in connection with any Letter of Credit, or the transport of any property or provision of services relating to a Letter of Credit, in each case even if an Issuing Lender or any of its Affiliates has been notified thereof;

(vi) payment by an Issuing Lender or any of its Affiliates under any Letter of Credit against presentation of a demand, draft or certificate or other document that does not comply with the terms of such Letter of Credit;

(vii) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, or any other Person having a role in any transaction or obligation relating to a Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit;

(viii) any failure by an Issuing Lender or any of its Affiliates to issue any Letter of Credit in the form requested by any Loan Party, unless such Issuing Lender has received written notice from such Loan Party of such failure within three (3) Business Days after such Issuing Lender shall have furnished such Loan Party and the Administrative Agent a copy of such Letter of Credit and such error is material and no drawing has been made thereon prior to receipt of such notice;

(ix) any adverse change in the business, operations, properties, assets or condition (financial or otherwise) of any Loan Party or Subsidiaries of a Loan Party;

(x) any breach of this Agreement or any other Loan Document by any party thereto;

(xi) the occurrence or continuance of an Insolvency Proceeding with respect to any Loan Party;

(xii) the fact that an Event of Default or a Default shall have occurred and be continuing;

(xiii) the fact that the Maturity Date shall have passed or this Agreement or the Commitments hereunder shall have been terminated; and

(xiv) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

(h) Liability for Acts and Omissions. As between any Loan Party and an Issuing Lender, or the Issuing Lender's Affiliates, such Loan Party assumes all risks of the acts and omissions of, or misuse of the Letters of Credit by, the respective beneficiaries of such Letters of Credit. In furtherance and not in limitation of the foregoing, an Issuing Lender shall not be responsible for any of the following, including any losses or damages to any Loan Party or other Person or property relating therefrom: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for an issuance of any such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged (even if the applicable Issuing Lender or its Affiliates shall have been notified thereof); (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason; (iii) the failure of the beneficiary of any such Letter of Credit, or any other party to which such Letter of Credit may be transferred, to comply fully with any conditions required in order to draw upon such Letter of Credit or any other claim of any Loan Party against any beneficiary of such Letter of Credit, or any such transferee, or any dispute between or among any Loan Party and any beneficiary of any Letter of Credit or any such transferee; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they

be in cipher; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof; (vii) the misapplication by the beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; or (viii) any consequences arising from causes beyond the control of the applicable Issuing Lender or its Affiliates, as applicable, including any act or omission of any Governmental Authority, and none of the above shall affect or impair, or prevent the vesting of, any of the applicable Issuing Lender's or its Affiliates rights or powers hereunder. Nothing in the preceding sentence shall relieve an Issuing Lender from liability for such Issuing Lender's gross negligence or willful misconduct or breach in bad faith by such Issuing Lender of its obligations under this Agreement (as determined by a court of competent jurisdiction in a final, non-appealable judgment) in connection with actions or omissions described in such clauses (i) through (viii) of such sentence. In no event shall an Issuing Lender or its Affiliates be liable to any Loan Party for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses (including without limitation attorneys' fees), or for any damages resulting from any change in the value of any property relating to a Letter of Credit.

Without limiting the generality of the foregoing, the applicable Issuing Lender and each of its Affiliates (A) may rely on any oral or other communication believed in good faith by such Issuing Lender or such Affiliate to have been authorized or given by or on behalf of the applicant for a Letter of Credit, (B) may honor any presentation if the documents presented appear on their face substantially to comply with the terms and conditions of the relevant Letter of Credit; (C) may honor a previously dishonored presentation under a Letter of Credit, whether such dishonor was pursuant to a court order, to settle or compromise any claim of wrongful dishonor, or otherwise, and shall be entitled to reimbursement to the same extent as if such presentation had initially been honored, together with any interest paid by such Issuing Lender or its Affiliate; (D) may honor any drawing that is payable upon presentation of a statement advising negotiation or payment, upon receipt of such statement (even if such statement indicates that a draft or other document is being delivered separately), and shall not be liable for any failure of any such draft or other document to arrive, or to conform in any way with the relevant Letter of Credit; (E) may pay any paying or negotiating bank claiming that it rightfully honored under the laws or practices of the place where such bank is located; and (F) may settle or adjust any claim or demand made on such Issuing Lender or its Affiliate in any way related to any order issued at the applicant's request to an air carrier, a letter of guarantee or of indemnity issued to a carrier or any similar document (each an "**Order**") and honor any drawing in connection with any Letter of Credit that is the subject of such Order, notwithstanding that any drafts or other documents presented in connection with such Letter of Credit fail to conform in any way with such Letter of Credit.

In furtherance and extension and not in limitation of the specific provisions set forth above, any action taken or omitted by an Issuing Lender or its Affiliates under or in connection with the Letters of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in good faith, shall not put such Issuing Lender or its Affiliates under any resulting liability to the Borrower or any Lender.

(i) Issuing Lender Reporting Requirements. Each Issuing Lender shall, on the first Business Day of each month, provide to the Administrative Agent and the Borrower a schedule of the Letters of Credit issued by it, in form and substance reasonably satisfactory to the Administrative Agent, showing the date of issuance of each Letter of Credit, the account party, the original face amount (if any), and the Maturity Date of any Letter of Credit outstanding at any time during the preceding month, and any other information relating to such Letter of Credit that the Administrative Agent may request.

(j) UCP and ISP. Unless otherwise expressly agreed by the applicable Issuing Lender, the Borrower and the beneficiary of a Letter of Credit, (i) the rules of the International Standby

Practices as most recently published from time to time by the International Chamber of Commerce (the "**ISP**") shall apply to each standby Letter of Credit and (ii) the rules of the Uniform Customs and Practice for Documentary Credits as most recently published from time to time by the International Chamber of Commerce (the "**UCP**") shall apply to each commercial Letter of Credit.

(k) Illegality. If, at any time, it becomes unlawful for an Issuing Lender to comply with any of its obligations under any Letter of Credit (including, but not limited to, as a result of any Sanctions), the obligations of such Issuing Lender with respect to such Letter of Credit shall be suspended (and all corresponding rights shall cease to accrue) until such time as it may again become lawful for such Issuing Lender to comply with its obligations under such Letter of Credit, and such Issuing Lender shall not be liable for any losses that the Borrower or its Subsidiaries may incur as a result.

2.10 **Payments.**

(a) Payments Generally. All payments and prepayments to be made in respect of principal, interest, Unused Commitment Fees, Letter of Credit Fees, other fees referred to in Section 2.7 or other fees or amounts due from the Borrower hereunder shall be payable prior to 11:00 a.m. on the date when due without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower, and without set-off, counterclaim or other deduction of any nature, and an action therefor shall immediately accrue. Such payments shall be made to the Administrative Agent at the Principal Office for the account of the Lenders or each Issuing Lender to which they are owed, in each case in Dollars and in immediately available funds. The Administrative Agent shall promptly distribute such amounts to each Issuing Lender, Swing Line Lender and/or applicable Lenders in immediately available funds. The Administrative Agent's and each Lender's statement of account, ledger or other relevant record shall, in the absence of manifest error, be conclusive as the statement of the amount of principal of and interest on the Loans and other amounts owing under this Agreement and shall be deemed an "*account stated*."

(b) Payments by the Borrower; Presumptions by the Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an Issuing Lender hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Lender, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or Issuing Lender, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

2.11 **Interest Payment Dates**. Interest on Base Rate Loans shall be due and payable in arrears on each Interest Payment Date. Interest on ~~LIBOR~~Term SOFR Rate Loans shall be due and payable on the last day of each Interest Period for those Loans and, if such Interest Period is longer than three months, also on the date that is the three-month anniversary of the first day of such Interest Period. Interest on mandatory prepayments of principal under Section 2.13 shall be due on the date such mandatory prepayment is due. Interest on the principal amount of each Loan not constituting a Base Rate Loan or a Term SOFR Rate Loan or on other monetary Obligation shall be due and payable on demand after such

principal amount or other monetary Obligation becomes due and payable (whether on the stated Maturity Date, upon an accelerated Maturity Date or otherwise).

2.12 **Voluntary Prepayments and Reduction of Commitments.**

(a) Right to Prepay. The Borrower shall have the right at its option from time to time to prepay the Loans in whole or part without premium or penalty (except as provided in Sections 3.1, 3.5 and 11.3). Whenever the Borrower desires to prepay any part of the Loans, it shall provide a prepayment notice to the Administrative Agent (A) by 11:00 a.m. at least three (3) U.S. Government Securities Business Days prior to the date of prepayment of ~~LIBOR~~Term SOFR Rate Loans, (B) by 11:00 a.m. at least one (1) Business Day prior to the date of prepayment of Base Rate Loans or (C) no later than 2:00 p.m. on the date of prepayment of Swing Line Loans, in each case, setting forth the following information:

(i) the date, which shall be a Business Day, on which the proposed prepayment is to be made;

(ii) a statement indicating the application of the prepayment among Class of Loan and Borrowings; and

(iii) the total principal amount of such prepayment, which shall not be less than the lesser of the following with respect to any Class of Loan: (A) the then outstanding principal amount of such Class of Loan or (B) $1,000,000 (provided, that the amount of any prepayment to which this Section 2.12(a)(iii)(B) applies shall be in integral multiples of $500,000).

Except as otherwise expressly provided herein with respect to refinancings, all prepayment notices shall be irrevocable. The principal amount of the Loans for which a prepayment notice is given, together with interest on such principal amount except with respect to Loans to which the Base Rate Option applies, shall be due and payable on the date specified in such prepayment notice as the date on which the proposed prepayment is to be made. So long as no Event of Default has occurred and is continuing, prepayments permitted pursuant to this Section 2.12 shall be applied to the Revolving Credit Facility or the Term Loans or the Incremental Term Loans as the Borrower may direct (provided, that the Term Loans and the Incremental Term Loans are prepaid pro rata). Prepayments pursuant to this Section 2.12 of the Term Loans and Incremental Term Loans shall be applied pro rata to the unpaid installments of principal of the Term Loans and Incremental Term Loans in the inverse order of scheduled maturities (for the avoidance of doubt, including application to any balloon payment due and payable on the applicable Maturity Date). If the Borrower prepays a Loan but fails to specify the applicable Class and/or Borrowing that the Borrower intends to prepay or if an Event of Default has occurred and is continuing, then such prepayment shall be applied *first*, ratably to all outstanding Revolving Loans that are Base Rate Loans, *second*, ratably to all outstanding Revolving Loans that are ~~LIBOR~~Term SOFR Rate Loans, *third*, ratably to all outstanding Term Loans and Incremental Term Loans that are Base Rate Loans, and *fourth*, ratably to all outstanding Term Loans and Incremental Term Loans that are ~~LIBOR~~Term SOFR Rate Loans. Any prepayment hereunder (A) shall include all interest and fees due and payable with respect to the Loan being prepaid (unless other arrangements with respect to the payment of such interest and fees satisfactory to the applicable Lenders in their sole discretion have been made) and (B) shall be subject to the Borrower's Obligation to indemnify the Lenders under Section 3.5. Notwithstanding the foregoing, any prepayment notice delivered in connection with any proposed refinancing of all of the Facilities may be, if expressly so stated in the applicable prepayment notice, contingent upon the consummation of such refinancing, and (x) the repayment date therefor may be amended from time to time by notice from the Borrower to the Administrative Agent and/or (y) such prepayment notice may be revoked by the Borrower in the event such

refinancing is not consummated (provided, that the failure of such contingency shall not relieve the Borrower from its obligations in respect thereof under Section 3.5).

(b) Reduction of Revolving Commitment.

(i) In addition to the commitment reductions pursuant to Section 2.12(b)(ii) and 2.13(e), the Revolving Commitment shall be permanently reduced and terminated in full on the Maturity Date with respect to the Revolving Credit Facility. Any outstanding principal balance of the Revolving Loans not sooner due and payable will become due and payable on such Maturity Date and shall be accompanied by accrued interest on the amount repaid, any applicable fees pursuant to Section 3.5 and any other fees required hereunder.

(ii) The Borrower shall have the right at any time after the Closing Date upon three (3) Business Days' prior written notice to the Administrative Agent to permanently reduce (ratably among the Revolving Lenders in proportion to their Pro Rata Shares) the Revolving Commitments, in a minimum amount of $5,000,000 and whole multiples of $1,000,000, or to terminate completely the Revolving Commitments, without penalty or premium except as hereinafter set forth; provided, that any such reduction or termination shall be accompanied by prepayment of the Revolving Loans, together with outstanding Unused Commitment Fees with respect to such Revolving Loans, and the full amount of interest accrued on the principal sum to be prepaid (and all amounts referred to in Section 3.5 hereof) to the extent necessary to cause the aggregate Revolving Credit Facility Usage after giving effect to such prepayments to be equal to or less than the Revolving Commitments as so reduced or terminated. Any notice to reduce the Revolving Commitments under this Section 2.12(b)(ii) shall be irrevocable.

2.13 **Mandatory Prepayments.**

(a) Overadvance.

(i) Revolving Overadvance. If the Revolving Credit Facility Usage at any time exceeds the Revolving Commitments (each, a "**Revolving Overadvance**"), the Borrower shall prepay the Revolving Loans and Swing Line Loans (or Cash Collateralize Letter of Credit Obligations, if prepayment in full of the Revolving Loans and Swing Line Loans is not sufficient) in such amounts as shall be necessary so that Revolving Credit Facility Usage does not exceed the Revolving Commitments.

(ii) Term Overadvance. If the aggregate outstanding amount of the Term Loans at any time exceeds the Term Loan Commitments or the aggregate outstanding amount of the Incremental Term Loans for any Tranche at any time exceeds the Incremental Term Loan Commitments for such Tranche (each, an "**Term Overadvance**"), the Borrower shall prepay the Term Loans or such Tranche of Incremental Term Loans in such amounts as shall be necessary so that the aggregate outstanding amount of the Term Loans or Incremental Term Loans of such Tranche, as the case may be, does not exceed the applicable Commitments at such time.

(b) Disposition of Assets. At any time when the Total Net Leverage Ratio is greater than 4.00:1.00, promptly (but in any event, within three (3) Business Days) upon the receipt by any Loan Party or Subsidiary thereof of the Net Cash Proceeds from any Disposition not expressly permitted by clauses (a) through (d) or (g) of Section 7.8, the Borrower shall prepay, or cause such other Loan Party or Subsidiary to prepay, Obligations in an aggregate amount equal to 100% of the Net Cash Proceeds of such Disposition. All such proceeds shall be paid and applied in accordance with Sections 2.13(e) and (f). Notwithstanding anything herein to the contrary, no such mandatory prepayment shall constitute or be

deemed to constitute a cure of any Default or Event of Default arising as a result of the Disposition giving rise to such prepayment obligation.

(c) Casualty Events. Promptly (but in any event, within three (3) Business Days) upon the receipt by any Loan Party or Subsidiary thereof of the Net Cash Proceeds of any Casualty Event or series of related Casualty Events affecting any property of any Loan Party or any Subsidiary of any Loan Party (other than any Excluded Subsidiary) in excess of $5,000,000 in the aggregate in any fiscal year, the Borrower shall prepay, or cause such other Loan Party or Subsidiary thereof to prepay, Obligations in an aggregate amount equal to 100% of the Net Cash Proceeds of such Casualty Event(s), to the extent that such Net Cash Proceeds are not proceeds of business interruption insurance. All such proceeds shall be paid and applied in accordance with Sections 2.13(e) and (f). Notwithstanding anything herein to the contrary, no such mandatory prepayment shall constitute or be deemed to constitute a cure of any Default or Event of Default arising as a result of such Casualty Event(s) giving rise to such prepayment obligation.

(d) Debt Incurrence. Promptly (but in any event, within three (3) Business Days) upon the receipt by any Loan Party or Subsidiary thereof of the Net Cash Proceeds of any Debt Incurrence, other than a Debt Incurrence permitted under Section 7.1, the Borrower shall prepay, or cause such other Loan Party or Subsidiary thereof to prepay, Obligations in an amount equal to 100% of the amount of such Net Cash Proceeds. All such proceeds shall be paid and applied in accordance with Sections 2.13(e) and (f). Notwithstanding anything herein to the contrary, any such prepayment shall not constitute or be deemed to be a cure of any Default or Event of Default arising as a result of such Debt Incurrence.

(e) Application Among Obligations. All prepayments pursuant to this Section 2.13 shall be applied, first to prepay any Revolving Overadvance that may be outstanding, pro rata, second to prepay the Term Loans and Incremental Term Loans, pro rata (to be applied to installments of the Term Loans and Incremental Term Loans in inverse order of scheduled maturities (for the avoidance of doubt, including application to any balloon payment due and payable on the applicable Maturity Date)) and third, solely to the extent the aggregate Term Loan Commitments have been reduced to zero, to prepay the Revolving Loans (including Swing Line Loans) with a corresponding reduction in the Revolving Commitments and to Cash Collateralize outstanding Letter of Credit Obligations. Notwithstanding the foregoing Sections 2.13(a) through (d), no such prepayment shall be required at any time if the amount of such prepayment is less than $250,000 for an individual or related group of transactions.

(f) Interest Payments; Application Among Interest Rate Options. All prepayments pursuant to this Section 2.13 shall be accompanied by accrued and unpaid interest upon the principal amount of each such prepayment (unless other arrangements with respect to the payment of such interest and fees satisfactory to the applicable Lenders in their sole discretion have been made). Subject to Section 2.13(e), all prepayments required pursuant to this Section 2.13 shall first be applied to Base Rate Loans, then to ~~LIBOR~~Term SOFR Rate Loans. In accordance with Section 3.5, the Borrower shall indemnify the Lenders for any loss or expense, including loss of margin, incurred with respect to any such prepayments applied against ~~LIBOR~~Term SOFR Rate Loans on any day other than the last day of the applicable Interest Period; provided, that upon the written request of the Borrower, the Administrative Agent may in its sole discretion (or upon the direction of the Required Lenders (such direction given in their sole discretion) shall) authorize the Borrower to delay making any mandatory repayment until such time as the Administrative Agent determines in its sole discretion that no liabilities for ~~LIBOR~~Term SOFR breakage cost would result or such liabilities would be materially reduced (it being agreed that during such period of authorized delay such amount shall be Cash Collateralized in such amounts and on such terms and conditions as are acceptable to the Administrative Agent in its sole discretion).

2.14 **Sharing of Payments by Lenders**. If any Lender shall, by exercising any right of setoff, counterclaim or banker's lien, by receipt of voluntary payment, by realization upon security, or by any other non-pro rata source or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other Obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such Obligations greater than its pro rata share of the amount such Lender is entitled hereunder, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other Obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other Obligations owing them; provided, that:

(a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest other than interest or other amounts, if any, required by Law (including court order) to be paid by the Lender or the holder making such purchase; and

(b) the provisions of this Section 2.14 shall not be construed to apply to (x) any payment (including the application of funds arising from the existence of a Defaulting Lender) made by the Loan Parties pursuant to and in accordance with the express terms of the Loan Documents or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or Participation Advances to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section 2.14 shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation. This Section 2.14 shall not apply to any action taken by CoBank with respect to any CoBank Equities held by the Borrower~~, including pursuant to Section 9.2(c)~~ or any cash patronage, whether on account of foreclosure of any Lien thereon, retirement and cancellation of the same, exercise of setoff rights or otherwise.

2.15 **Defaulting Lenders.**

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) *Waivers and Amendments*. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and Section 11.1.

(ii) *Defaulting Lender Waterfall*. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article IX or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.2(c) shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to each Issuing Lender or the Swing Line Lender hereunder;

third, to Cash Collateralize each Issuing Lender's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.16; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize each Issuing Lender's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.16; *sixth*, to the payment of any amounts owing to the Lenders, each Issuing Lender or the Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, each Issuing Lender or the Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided, that if (x) such payment is a payment of the principal amount of any Loans or Letter of Credit Obligations in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and Letter of Credit Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or Letter of Credit Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in Letter of Credit Obligations and Swing Line Loans are held by the Lenders pro rata in accordance with the Commitments under the applicable Facility without giving effect to Section 2.15(a)(iv)(B) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.15(a) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) *Certain Fees.*

(A) No Defaulting Lender shall be entitled to receive any Unused Commitment Fee for any period during which that Lender is a Defaulting Lender (and, subject to clause (C) below, the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Pro Rata Share of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.16.

(C) With respect to any Unused Commitment Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such Unused Commitment Fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letter of Credit Obligations or Swing Line Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv)(B) below, (y) pay to each Issuing Lender and Swing Line Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to each Issuing Lender's or Swing Line Lender's Fronting Exposure to such Defaulting Lender and (z) not be required to pay the remaining amount of any such fee.

(iv) *Reallocations*

(A) *[reserved].*

(B) *Participations to Reduce Fronting Exposure*. All or any part of such Defaulting Lender's participation in Letter of Credit Obligations and Swing Line Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) the conditions set forth in Section 4.2 are satisfied at the time of such reallocation (and, unless the Borrower shall have otherwise notified the Administrative Agent at such time, the Borrower shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (y) such reallocation does not cause any Non-Defaulting Lender's Pro Rata Share of the Revolving Credit Facility Usage to exceed such Non-Defaulting Lender's Revolving Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) *Cash Collateral; Repayment of Swing Line Loans*. If the reallocation described in clause (iv)(B) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under Law, (x) first, prepay Swing Line Loans in an amount equal to the Swing Line Lender's Fronting Exposure and (y) second, Cash Collateralize each Issuing Lender's Fronting Exposure in accordance with the procedures set forth in Section 2.16.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent and the Swing Line Lender and each Issuing Lender agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held pro rata by the Lenders in accordance with the Commitments under the applicable Facility (without giving effect to Section 2.15(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided, that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Swing Line Loans/Letters of Credit. So long as any Lender is a Defaulting Lender, (i) the Swing Line Lender shall not be required to fund any Swing Line Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swing Line Loan and (ii) the Issuing Lenders shall not be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

2.16 **Cash Collateral**. At any time that there shall exist a Defaulting Lender, within one (1) Business Day following the written request of the Administrative Agent or an Issuing Lender (with a copy to the Administrative Agent) the Borrower shall Cash Collateralize such Issuing Lender's Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to Section 2.15(a)(iv) and

any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount.

(a) Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to the Administrative Agent, for the benefit of each Issuing Lender, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lenders' obligation to fund participations in respect of Letter of Credit Obligations, to be applied pursuant to clause (b) below. If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent and the Issuing Lenders as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

(b) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this Section 2.16 or Section 2.15 in respect of Letters of Credit shall be applied to the satisfaction of the Defaulting Lender's obligation to fund participations in respect of Letter of Credit Obligations (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(c) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce an Issuing Lender's Fronting Exposure shall no longer be required to be held as Cash Collateral pursuant to this Section 2.16 following (i) the elimination of the applicable Fronting Exposure (including by the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by the Administrative Agent and an Issuing Lender that there exists excess Cash Collateral; provided, that subject to Section 2.15, the Person providing Cash Collateral and such Issuing Lender may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations and provided, further that to the extent that such Cash Collateral was provided by the Borrower or any other Loan Party, such Cash Collateral shall remain subject to the Prior Security Interest granted pursuant to the Loan Documents.

~~2.17 **CoBank Capital Plan.**~~

~~(a) Each party hereto acknowledges that CoBank's Bylaws and Capital Plan (as each may be amended from time to time) shall govern (i) the rights and obligations of the parties with respect to the CoBank Equities and any patronage refunds or other distributions made on account thereof or on account of the Borrower's patronage with CoBank, (ii) the Borrower's eligibility for patronage distributions from CoBank (in the form of CoBank Equities and cash) and (iii) patronage distributions, if any, in the event of a sale of a participation interest. CoBank reserves the right to assign or sell participations in all or any part of its Commitments or outstanding Loans hereunder on a non-patronage basis.~~

~~(b) Each party hereto acknowledges that CoBank has a statutory first lien pursuant to the Farm Credit Act of 1971 on all CoBank Equities that the Borrower may now own or hereafter acquire, which statutory lien shall be for CoBank's sole and exclusive benefit. Notwithstanding anything herein or in any other Loan Document to the contrary, the CoBank Equities shall not constitute security for the Secured Obligations due to any other Secured Party. To the extent that any of the Loan Documents create a Lien on the CoBank Equities or on patronage accrued by CoBank for the account of the Borrower (including, in each case, proceeds thereof), such Lien shall be for CoBank's sole and exclusive benefit and shall not be subject to pro rata sharing hereunder. Neither the CoBank Equities nor any accrued patronage~~

~~shall be offset against the Secured Obligations except that, in the event of an Event of Default, CoBank may elect to apply the cash portion of any patronage distribution or retirement of equity to amounts due under this Agreement. The Borrower acknowledges that any corresponding tax liability associated with such application is the sole responsibility of the Borrower. CoBank shall have no obligation to retire the CoBank Equities upon any Event of Default, Default or any other default by the Borrower or any other Loan Party, or at any other time, either for application to the Secured Obligations or otherwise.~~

III. INCREASED COSTS; TAXES; ILLEGALITY; INDEMNITY

3.1 **Increased Costs.**

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve (including pursuant to regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, special, supplementeal or other marginal reserve requirement) with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D)), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender ~~(except any reserve requirement reflected in the Adjusted LIBOR Rate)~~ or an Issuing Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or an Issuing Lender ~~or the London interbank market~~ any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, an Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, Issuing Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, Issuing Lender or other Recipient, the Borrower will pay to such Lender, Issuing Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, Issuing Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or Issuing Lender determines that any Change in Law affecting such Lender or Issuing Lender or any lending office of such Lender or such Lender's or such Issuing Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's or Issuing Lender's capital or on the capital of such Lender's or Issuing Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Line Loans held by, such Lender, or the Letters of Credit issued by an Issuing Lender, to a level below that which such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company

could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Lender's policies and the policies of such Lender's or Issuing Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or an Issuing Lender setting forth the amount or amounts necessary to compensate such Lender or Issuing Lender or its holding company, as the case may be, as specified in this Section 3.1 and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or Issuing Lender, as the case may be, the amount shown as due on any such certificate within ten days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or Issuing Lender to demand compensation pursuant to this Section 3.1 shall not constitute a waiver of such Lender's or Issuing Lender's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender or Issuing Lender pursuant to this Section 3.1 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender or Issuing Lender, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Similar Treatment. Notwithstanding the foregoing Section 3.1(a) and Section 3.1(b), no Lender or Recipient shall make any request for compensation pursuant thereto (or be entitled to any such additional costs) unless such Lender or Recipient is then generally imposing such cost upon or requesting such compensation from similar borrowers in connection with similar credit facilities containing similar provisions.

3.2 **Taxes.**

(a) Issuing Lender. For purposes of this Section 3.2, for the avoidance of doubt, the term "Lender" includes Issuing Lender and the term "applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable Law. If any applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 3.2) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Borrower. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. The Loan Parties shall jointly and severally indemnify each Recipient, within ten days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.2) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that no Loan Party has already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 11.7 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this clause (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 3.2, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.2(g)(ii)(A), (g)(ii)(B) and (g)(ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a Tax Compliance Certificate in a form reasonably acceptable to the Borrower and the Administrative Agent certifying that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Section ~~881~~871(~~e~~h)(3)(B) of the Code, or (C) a "controlled foreign corporation" as described in Section 881(c)(3)(C) of the Code and (y) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a Tax Compliance Certificate in a form reasonably acceptable to the Borrower and the Administrative Agent, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided, that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a Tax Compliance Certificate in a form reasonably acceptable to the Borrower and the Administrative Agent on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary

documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.2 (including by the payment of additional amounts pursuant to this Section 3.2), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 3.2 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this clause (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this clause (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This clause (h) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

3.3 **Illegality**. If any Lender determines that any ~~Change in~~ Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund ~~LIBOR~~any Loans (other than Base Rate Loans~~,~~) or to determine or charge interest ~~rates~~ based upon ~~the LIBOR Rate Option, or if any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on~~any Benchmark, then, upon written notice thereof by such Lender to the Borrower through the Administrative Agent, (a) any obligation of ~~such Lender to make or~~the Lenders to make such Loans, and any right of the Borrower to continue ~~LIBOR Rate~~such Loans or to convert Base Rate Loans to ~~LIBOR~~such Loans, shall be suspended, and (b), if necessary to avoid such illegality, the interest rate on Base Rate Loans shall be ~~suspended~~determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate", in each case until such Lender notifies the

Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice,

(i) the Borrower shall, if necessary to avoid such illegality, upon demand from ~~such~~any Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all ~~LIBOR Rate~~such Loans ~~of such Lender~~ to Base Rate Loans, ~~either~~ (if necessary to avoid such illegality, the interest rate on the Base Rate Loans of such Lender shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate"),

(A) if such Loans are not subject to an Interest Period, immediately, or

(B) if such Loans are subject to an Interest Period, on the last day of the Interest Period therefor, if ~~such Lender~~all affected Lenders may lawfully continue to maintain such ~~LIBOR Rate~~ Loans to such day, or immediately, if ~~such~~any Lender may not lawfully continue to maintain such ~~LIBOR Rate~~ Loans to such day, and

(ii) if necessary to avoid such illegality, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate without reference to clause (c) of the definition of "Alternate Base Rate,"

in each case until the Administrative Agent is advised in writing by each affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon such Benchmark. Upon any such prepayment or conversion, the Borrower shall also pay accrued and unpaid interest ~~and all other amounts payable by Borrower under this Agreement (including amounts payable under Section 3.5)~~ on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 3.5.

3.4 **Inability to Determine Rate; Cost; Interest After Default.**

(a) Inability to Determine Rate; Cost. Subject to ~~and unless otherwise provided under~~ Section 3.7, if, on or prior to the commencement of any Interest Period ~~for any Borrowing proposed to be~~(or, in the case of any Benchmark that is not subject to ~~the LIBOR Rate Option~~an Interest Period, on any Business Day):

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that ~~either Dollar deposits are not being offered to banks in the London interbank LIBOR Rate market or that adequate and reasonable means do not exist for ascertaining the Adjusted LIBOR Rate for such Interest Period; or~~for any reason (other than a Benchmark Transition Event) any Benchmark cannot be determined pursuant to the definition thereof;

(ii) the ~~Administrative Agent is advised by the~~ Required Lenders ~~that the Adjusted LIBOR Rate for such Interest Period will~~determine that for any reason in connection with any request for a Loan that is subject to an Interest Period or a conversion thereto or a continuation thereof that the Benchmark for any requested Interest Period with respect to a proposed Loan does not adequately and fairly reflect the cost to such Lenders of making ~~or~~and maintaining ~~the Loans for such Interest Period;~~such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent; or

~~then the Administrative Agent shall give notice thereof to the Borrower and the Lenders as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any request to convert any Base Rate Loan to,~~

~~or continue any LIBOR Rate Loan at, the LIBOR Rate Option shall be ineffective, and (B) the Base Rate Option shall apply to any and all Borrowings upon the expiration of the Interest Period applicable thereto.~~

(iii) the Required Lenders determine that for any reason in connection with any request for a Loan that is not subject to an Interest Period (other than a Base Rate Loan) or conversion thereto or a continuation thereof or the maintaining thereof that the Benchmark with respect to a proposed Loan or outstanding Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent,

then the Administrative Agent shall give written notice thereof to the Borrower and the Lenders. Upon notice thereof by the Administrative Agent to the Borrower,

(1) any obligation of the Lenders to make such Loans that are subject to an Interest Period, and any right of the Borrower to continue such Loans or to convert other Loans to such Loans, shall be suspended (to the extent of the affected Loans or affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Required Lenders) revokes such notice;

(2) any obligation of the Lenders to make or maintain such Loans that are not subject to an Interest Period (other than Base Rate Loans), and any right of the Borrower to continue such Loans or to convert to such Loans (other than Base Rate Loans), shall be suspended (to the extent of the affected Loans) until the Administrative Agent (with respect to clause (iii), at the instruction of the Required Lenders) revokes such notice;

(3) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of such Loans (to the extent of the affected Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans in the amount specified therein;

(4) any outstanding affected Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period (or if such Loans are not subject to an Interest Period, immediately) and, upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 3.5; and

(5) in the case of any such notice under Section 3.4(a)(i) the Administrative Agent shall compute the Alternate Base Rate without reference to clause (c) of the definition of "Alternate Base Rate;

(b) Default Rate. To the extent permitted by Law, immediately upon the occurrence and during the continuation of an Event of Default under clause (n) of Section 9.1, or immediately after written demand by the Required Lenders to the Administrative Agent after the occurrence and during the continuation of any other Event of Default (such demand to be made by the Required Lenders in their sole discretion), the principal amount of all Obligations shall bear interest at the Default Rate and the rates applicable to Letter of Credit Fees shall be increased to the Default Rate. The Borrower acknowledges that the increase in rates referred to in this Section 3.4(b) reflects, among other things, the fact that such Loans or other amounts have become a substantially greater risk given their default status and that the Lenders are entitled to additional compensation for such risk; and all such interest shall be payable by the Borrower upon demand by the Administrative Agent.

3.5 **Indemnity**. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan ~~other than a Base Rate Loan~~that is subject to an Interest Period on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan ~~other than a Base Rate Loan~~that is subject to an Interest Period on the date or in the amount notified by the Borrower; or

(c) any assignment of a ~~LIBOR Rate~~ Loan that is subject to an Interest Period on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 3.6;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

~~For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.5, each Lender shall be deemed to have funded each LIBOR Rate Loan made by it at the LIBOR Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such LIBOR Rate Loan was in fact so funded.~~

3.6 **Mitigation Obligations; Replacement of Lenders.**

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.1, or requires any Loan Party to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.2, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or Section 3.2, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.1, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.2 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.6(a) above or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.7), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.1 or 3.2) and obligations under this Agreement and the related Loan Documents to an

Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 11.7;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in Letter of Credit drawings, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.5) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.1 or payments required to be made pursuant to Section 3.2, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable Law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

3.7 **Benchmark Replacement Setting.**

Notwithstanding anything to the contrary herein or in any other Loan Document (and, for the avoidance of doubt, any Secured Bank Product or Hedge Agreement shall be deemed not to be a "Loan Document" for purposes of this Section 3.7):

~~(a) Replacing the LIBOR Rate. On March 5, 2021, the Financial Conduct Authority ("**FCA**"), the regulatory supervisor of the LIBOR Rate's administrator ("**IBA**"), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-month, 3-month, 6-month and 12 month U.S. Dollar LIBOR Rate tenor settings. On the earlier of (i) the date that all Available Tenors of the LIBOR Rate have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then-current Benchmark is the LIBOR Rate, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.~~

(a) ~~(b)~~ Replacing ~~Future~~ Benchmarks. Upon the occurrence of a Benchmark Transition Event, the applicable Benchmark Replacement will replace the ~~then-current~~current Benchmark for all purposes hereunder and under any Loan Document in respect of any ~~Benchmark~~ setting of such Benchmark at or after 3:00 p.m. on the fifth ~~(5th)~~ Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any

other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from the Required Lenders ~~(which written notice will specify the provisions of such amendment to which such Required Lender objects). At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that the representativeness will not be restored,~~ Upon the occurrence of a Benchmark Transition Event, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower's receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans. During the period referenced in the foregoing sentence, the component of the Alternate Base Rate based upon ~~the~~such Benchmark (if any) will not be used in any determination of the Alternate Base Rate.

(b) ~~(c)~~ Benchmark Replacement Conforming Changes. In connection with the ~~implementation and~~use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) ~~(d)~~ Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) ~~a Term SOFR Transition Event, (ii)~~ the implementation of any Benchmark Replacement, and (~~iii~~ii) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.7(d). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.7, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.7.

(d) ~~(e)~~ Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the applicable then-current Benchmark is a term rate (including the Term SOFR ~~or the LIBOR~~ Rate), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for ~~the~~such Benchmark ~~(including Benchmark Replacement) settings~~ and (ii) the Administrative Agent may reinstate any such previously removed tenor for ~~the~~such Benchmark ~~(including Benchmark Replacement) settings~~.

~~(f) Climb the Waterfall. Notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this clause (f), if a Term SOFR Transition Event and Term SOFR Transition Date have occurred, then clause (a) of the definition of Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of any setting of such Benchmark on such date and all subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan~~

~~Document; provided that, this clause (f) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower a Term SOFR Notice.~~

3.8 **Survival**. Each party's obligations under this Article III shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

IV. CONDITIONS OF LENDING AND ISSUANCE OF LETTERS OF CREDIT

The obligation of each Lender to make Loans and of the Issuing Lender to issue Letters of Credit hereunder is subject to the performance by each of the Loan Parties of its Obligations to be performed hereunder at or prior to the making of any such Loans or issuance of such Letters of Credit and to the satisfaction of the following further conditions:

4.1 **First Loans and Letters of Credit**. The occurrence of the Closing Date and the effectiveness of the Commitments of the Lenders is subject to the satisfaction of the following conditions precedent:

(a) Deliveries. The Administrative Agent shall have received each of the following in form and substance reasonably satisfactory to the Administrative Agent and, if applicable, its counsel:

(i) a certificate of the Borrower on behalf of itself and the other Loan Parties signed by an Authorized Officer of the Borrower, dated as of the Closing Date stating that (A) all representations and warranties of the Loan Parties set forth in this Agreement and each other Loan Document are true and correct in all material respects, except that such representations and warranties that are qualified in this Agreement by reference to materiality or Material Adverse Effect shall be true and correct in all respects, as of the Closing Date (or, if such representation or warranty makes reference to an earlier date, as of such earlier date), (B) no Event of Default or Default exists or is continuing as of the Closing Date, (C) except as are permitted to be delivered on a post-closing basis pursuant to Section 6.15, all Governmental Authority authorizations required with respect to the execution, delivery or performance of this Agreement and the other Loan Documents by the Loan Parties have been received, (D) there has occurred no Material Adverse Effect, (E) the Loan Parties are in compliance on a Pro forma Basis with the financial covenant set forth in Section 8.1 and attaching the calculation showing such compliance thereto and (F) each of the Loan Parties has satisfied each of the other closing conditions required to be satisfied by it hereunder;

(ii) a certificate dated as of the Closing Date and signed by the Secretary or an Assistant Secretary of each of the Loan Parties and Shenandoah Telephone Company, certifying as appropriate as to: (A) all corporate or limited liability company action taken by each Loan Party and Shenandoah Telephone Company in connection with the authorization of this Agreement and the other Loan Documents; (B) the names of the Authorized Officers authorized to sign the Loan Documents on behalf of each Loan Party and Shenandoah Telephone Company and their true signatures; and (C) copies of its Organizational Documents as in effect on the Closing Date certified by the appropriate state official where such documents are filed in a state office (if so filed or required to be so filed) together with certificates from the appropriate state officials as to the continued existence and good standing or existence (as applicable) of each Loan Party and Shenandoah Telephone Company in each state where organized;

(iii) evidence that there is no action, suit, proceeding or investigation pending against, or threatened in writing against, any Loan Party or any Subsidiary of any Loan Party or any of their respective properties, including the Licenses, in any court or before any arbitrator of any kind or

before or by any other Governmental Authority (including the FCC and any applicable PUC) that would reasonably be expected to result in a Material Adverse Effect;

(iv) this Agreement and each of the other Loan Documents signed by an Authorized Officer and all appropriate financing statements and appropriate stock powers and certificates evidencing the pledged Collateral and all other original items required to be delivered pursuant to any of the Collateral Documents;

(v) a customary written opinion of Hunton Andrews Kurth LLP, counsel for the Loan Parties, dated as of the Closing Date;

(vi) evidence that adequate insurance required to be maintained under this Agreement is in full force and effect, with additional insured, mortgagee and lender loss payable special endorsements attached thereto naming the Administrative Agent as additional insured, mortgagee and lender loss payee, as applicable;

(vii) a duly completed, executed Loan Request for Credit Extension for each Loan or Letter of Credit (if any) requested to be made on the Closing Date, including notice of election as to Interest Periods (if applicable);

(viii) a duly completed, executed Perfection and Diligence Certificate signed by an Authorized Officer of each of the Loan Parties;

(ix) a duly completed, executed Solvency Certificate signed by an Authorized Officer of the Borrower, on behalf of the Loan Parties;

(x) evidence that, except as are permitted to be delivered on a post-closing basis pursuant to Section 6.15, all material governmental and third-party consents, subordinations or waivers, as applicable, required to effectuate the transactions contemplated hereby have been obtained and are in full force and effect, including any required material permits and authorizations of all applicable Governmental Authorities, including the FCC and all applicable PUCs;

(xi) evidence that the Amended and Restated Credit Agreement, dated as of November 9, 2018, by and among the Borrower, the "Guarantors" party thereto, the "Lenders" party thereto, CoBank, ACB as Administrative Agent, Joint Lead Arranger, Co-Bookrunner, Swing Line Lender and an Issuing Lender, Royal Bank of Canada as Syndication Agent, Joint Lead Arranger and Co-Bookrunner, Fifth Third Bank, as Syndication Agent and Joint Lead Arranger, and Bank of America, N.A., Capital One, National Association, Citizens Bank, N.A. and TD Securities (USA) LLC, each as Joint Lead Arranger and Co-Documentation Agent, has been terminated, and all outstanding obligations thereunder have been paid in full and all Liens securing such obligations have been released;

(xii) Lien and litigation search reports with respect to the Loan Parties, in scope satisfactory to the Administrative Agent and with results showing no Liens other than Permitted Liens;

(xiii) *Know Your Customer Deliveries, Etc.*

(A) at least three (3) Business Days prior to the Closing Date, all documentation and other information requested by (or on behalf of) the Administrative Agent and any Lender in order to comply with requirements of Anti-Corruption Laws, Anti-Terrorism Laws and

Sanctions, to the extent such request has been received by the Borrower (x) at least five (5) Business Days prior to the Closing Date, if such request comes from the Administrative Agent and (y) at least ten (10) days prior to the Closing Date, if such request comes from any other Lender;

(B) if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall have delivered to the Administrative Agent, and any Lender requesting the same, a Beneficial Ownership Certification in relation to the Borrower, in each case at least five (5) Business Days prior to the Closing Date;

(xiv) *Collateral*

(A) evidence that the Loan Parties have effectively and validly pledged the Collateral contemplated by the Collateral Documents;

(B) evidence that all filings and recordings (including any Mortgage, fixture filings and transmitting utility filing) that are necessary to perfect the Prior Security Interest of the Administrative Agent, for the benefit of the Secured Parties, in the Collateral described in the Collateral Documents have been filed or recorded or will be filed for recording in all appropriate locations;

(C) except as are permitted to be delivered on a post-closing basis pursuant to Section 6.15, a duly completed, executed account control agreement with respect to all Material Accounts signed by an Authorized Officer of the appropriate Loan Parties and the appropriate depository institutions or other entities holding such Material Accounts; and

(D) Real Estate Deliverables with respect to any Material Owned Real Property;

(xv) an executed letter from the Borrower with respect to any proceeds of the Loans being disbursed to third parties (if any) on the Closing Date authorizing the Administrative Agent to distribute such proceeds on behalf of the Loan Parties in accordance with the instructions set forth in such letter; and

(xvi) such other documents in connection with the transactions contemplated hereby as the Administrative Agent or its counsel may reasonably request.

(b) Payment of Fees. The Borrower shall have paid all fees and expenses related to the Facilities and this Agreement and the other Loan Documents payable on or before the Closing Date as required by this Agreement, the Fee Letter or any other Loan Document.

4.2 **Each Loan or Letter of Credit**. The obligation of any Lender to make any Credit Extension on or after the Closing Date is subject to the satisfaction of the following conditions (subject to the provisos to Section 2.1(g)(ii)(A), (B) and (C) with respect to any Credit Extension consisting of the proceeds of any Tranche of Incremental Term Loans advanced solely for the purpose of acquiring a Permitted Acquisition subject to a Limited Conditionality Purchase Agreement):

(a) the representations and warranties of the Loan Parties set forth in Article V of this Agreement and in each other Loan Document shall on the date of such Credit Extension (both immediately before and after giving effect to such Credit Extension and the application of the proceeds thereof) be true and correct, except such representations and warranties that are not qualified in this Agreement by reference to materiality or a Material Adverse Effect shall then be true and correct in all material respects

as of such date (except for any such representation and warranty that by its terms is made only as of an earlier date, which representation and warranty shall have been true and correct in all material respects as of such earlier date);

(b) no Event of Default or Default shall have occurred and be continuing or would result from such Credit Extension;

(c) the Borrower shall have delivered a duly executed and completed Loan Request to the Administrative Agent for each Loan requested to be made pursuant to Sections 2.1(c), 2.1(g), 2.2(b) and 2.3(c), or Letter of Credit Request to the applicable Issuing Lender for each Letter of Credit to be issued pursuant to Section 2.9(a), as the case may be; and

(d) solely in connection with the initial Credit Extension or Credit Extensions hereunder, the Loan Parties shall have delivered, or caused to be delivered, (i) a true, correct and complete copy of any required Cable Television Consent to the Administrative Agent, (ii) a certification that the Administrative Agent, in consultation with the Borrower, has determined that no Cable Television Consent is required, or (iii) a certification that a dismissal or other similar action has been entered by the applicable PUC with respect to any Cable Television Consent that the applicable Loan Party has submitted an application for to the applicable PUC, and, together with the certifications required pursuant to clauses (ii) and (iii), a confirmation that all obligations of Shenandoah Cable under Article XII are in full force and effect.

The request by the Borrower for any Term Loan shall be deemed to be a representation by the Borrower that it shall be in compliance with Article IV both before and after giving effect to each requested Term Loan.

V. REPRESENTATIONS AND WARRANTIES

The Loan Parties, jointly and severally, represent and warrant to the Administrative Agent and each of the Lenders as follows:

5.1 **Organization and Qualification**. As of the Closing Date, each Loan Party and each Subsidiary of each Loan Party is a corporation, partnership or limited liability company or other entity as identified on Schedule 5.1. Each Loan Party and each Subsidiary of each Loan Party (a) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization or incorporation, (b) has the lawful power to own or lease its properties and to engage in the business it presently conducts or proposes to conduct, and (c) is duly licensed or qualified and in good standing in its jurisdiction of organization or incorporation and in all other jurisdictions where the property owned or leased by it or the nature of the business transacted by it or both makes such licensing or qualification necessary except where the failure to be so duly licensed or qualified would not reasonably be expected to result in a Material Adverse Effect.

5.2 **Compliance With Laws.**

(a) Each Loan Party and each Subsidiary of each Loan Party is in compliance with all applicable Laws in all jurisdictions in which any Loan Party or Subsidiary of any Loan Party is presently or currently foresees that it will be doing business except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

(b) No Credit Extension, or use of any proceeds thereof, or entry into or performance by any Loan Party of the Loan Documents to which it is a party contravenes any Law applicable to such Loan Party or any Subsidiary of any Loan Party or any of the Lenders.

5.3 **Title to Properties**. Each Loan Party and each Subsidiary of each Loan Party (a) (i) has good and marketable title to all Material Owned Real Property and (ii) owns all of its Material Owned Real Property free and clear of all Liens except Permitted Liens described in clauses (a), (c), (f), (g) and (p) of the definition thereof and such other Permitted Liens or exceptions as are reasonably acceptable to the Administrative Agent and (b) (i) has good and sufficient title to or valid leasehold interest in all other properties, assets and other rights that it purports to own or lease or that are reflected as owned or leased on its books and records and (ii) owns or leases all of its other properties free and clear of all Liens except Permitted Liens.

5.4 **Investment Company Act**. None of the Loan Parties or Subsidiaries of any Loan Party is an "investment company" registered or required to be registered under the Investment Company Act of 1940 or under the "control" of an "investment company" as such terms are defined in the Investment Company Act of 1940.

5.5 **Event of Default**. No Event of Default or Default exists or is continuing.

5.6 **Subsidiaries and Owners**. Schedule 5.6 sets forth, as of the Closing Date (a) the name of each of the Borrower's Subsidiaries and the amount, percentage and type of Equity Interests of such Subsidiary (the "**Subsidiary Equity Interests**") held by the Borrower or any Subsidiary of the Borrower, and (b) any options, warrants or other rights outstanding to purchase any such Equity Interests referred to in clause (a). The Borrower and each Subsidiary of the Borrower has good and marketable title to all of the Subsidiary Equity Interests it purports to own, free and clear in each case of any Lien other than the Lien of the Administrative Agent pursuant to the Security Agreement and all such Subsidiary Equity Interests have been validly issued, fully paid and nonassessable (or, in the case of a partnership, limited liability company or similar Equity Interest, not subject to any capital call or other additional capital requirement).

5.7 **Power and Authority; Validity and Binding Effect.**

(a) Each Loan Party and each Subsidiary of each Loan Party has the full power to enter into, execute, deliver and carry out this Agreement and the other Loan Documents to which it is a party, to incur the Indebtedness contemplated by the Loan Documents and to perform its Obligations under the Loan Documents to which it is a party, and all such actions have been duly authorized by all necessary proceedings on its part.

(b) This Agreement and each of the other Loan Documents (i) has been duly and validly executed and delivered by each Loan Party and (ii) constitutes, or will constitute, legal, valid and binding obligations of each Loan Party that is or will be a party thereto, enforceable against such Loan Party in accordance with its terms, subject only to limitations on enforceability imposed by applicable

bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general equitable principles.

5.8 **No Conflict; Material Contracts; Consents.**

(a) Neither the execution and delivery of this Agreement or the other Loan Documents by any Loan Party nor the consummation of the transactions herein or therein contemplated nor the compliance with the terms and provisions hereof or thereof by any of them will conflict with, constitute a default under or result in any breach of (i) the terms and conditions of the Organizational Documents of any Loan Party or any Subsidiary of any Loan Party, (ii) any Material Indebtedness of any Loan Party or any Subsidiary of any Loan Party, (iii) any Material Contract (not subject to clause (ii) of this Section 5.8(a)) to which any Loan Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or to which it or any of its Subsidiaries is subject, (iv) any applicable Law or any order, writ, judgment, injunction or decree to which any Loan Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or any of its respective property is bound or to which it or any of its Subsidiaries is subject or (v) result in the creation or enforcement of any Lien, charge or encumbrance whatsoever upon any property (now or hereafter acquired) of any Loan Party or any of its Subsidiaries (other than Liens granted under the Loan Documents). None of the Loan Parties or their Subsidiaries or their respective property is bound by any contractual obligation (including without limitation pursuant to any Material Contract), or subject to any restriction in any of its Organizational Documents, or any requirement of Law that would reasonably be expected to result in a Material Adverse Effect.

(b) No consent, approval, exemption, order or authorization of, or a registration or filing with, any Governmental Authority or any other Person is required by any Law or any agreement (including any Material Contract) in connection with (i) the execution, delivery and carrying out of this Agreement or any other Loan Document, other than as provided in Schedule 5.8, (ii) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, other than as provided in Schedule 5.8, (iii) the perfection of the Prior Security Interest of the Administrative Agent and the Secured Parties created under the Collateral Documents (other than the filing of UCC financing statements (including any transmitting utility financing statements), recording of the Mortgages, and filings with the United States Patent and Trademark Office or the United States Copyright Office), other than as provided in Schedule 5.8, or (iv) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies of any Secured Party in respect of the Collateral pursuant to the Collateral Documents (except approvals of the FCC or any applicable PUC with respect to any assignment or transfer of control of a License or Communications System), in each case except those which have been duly obtained on or before the Closing Date, taken, given or made and are in full force and effect. Each of the Material Contracts is in full force and effect, and no Loan Party has received any notice of termination, revocation or other cancellation (before any scheduled date of termination) in respect thereof.

5.9 **Litigation**. There are no actions, suits, proceedings or investigations pending or, to the knowledge of any Authorized Officer of any Loan Party or any Subsidiary of any Loan Party, threatened in writing against any Loan Party or any Subsidiary of any Loan Party or any of their respective properties, including the Licenses, at law or in equity before any Governmental Authority that individually or in the aggregate (i) would reasonably be expected to result in a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document. None of the Loan Parties or any Subsidiaries of any Loan Party is in violation of any order, writ, injunction or any decree of any Governmental Authority that would reasonably be expected to result in a Material Adverse Effect.

5.10 **Financial Statements.**

(a) Audited Financial Statements. The audited financial statements delivered on or before the Closing Date and thereafter most recently delivered in accordance with Section 6.1(b) (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) Unaudited Financial Statements. The unaudited financial statements delivered on or before the Closing Date and thereafter most recently delivered by the Borrower in accordance with Section 6.1(a) (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) Accuracy of Financial Statements. Neither the Borrower nor any of its Subsidiaries has any liabilities, contingent or otherwise, or forward or long-term commitments that are not disclosed in the financial statements referred to in clauses (a) and (b) of this Section 5.10 or in the notes thereto, and except as disclosed therein there are no unrealized or anticipated losses from any commitments of the Borrower or any Subsidiary of the Borrower that would reasonably be expected to result in a Material Adverse Effect.

(d) Material Adverse Effect. Since December 31, 2020, no circumstance or event, or series of circumstances or events, has occurred resulting in a Material Adverse Effect.

5.11 **Margin Stock**. None of the Loan Parties nor any Subsidiaries of any Loan Party engages or intends to engage principally, or as one of its important activities, in the business of extending credit for the purpose, immediately, incidentally or ultimately, of purchasing or carrying margin stock (within the meaning of Regulation U, T or X as promulgated by the Board). No part of the proceeds of any Loan has been or will be used, immediately, incidentally or ultimately, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or that is inconsistent with the provisions of the regulations of the Board. None of the Loan Parties nor any Subsidiary of any Loan Party holds or intends to hold margin stock in such amounts that more than 25% of the reasonable value of the assets of any Loan Party or Subsidiary of any Loan Party are or will be represented by margin stock.

5.12 **Full Disclosure**. Neither this Agreement nor any other Loan Document, nor any certificate, statement, agreement or other documents furnished to the Administrative Agent or any Lender in connection herewith or therewith (other than projections and budgets), contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which they were made, not materially misleading. Any projections or budgets provided by or on behalf of the Loan Parties or their respective Subsidiaries have been prepared by management in good faith and based on assumptions believed by management to be reasonable at the time the projections or budgets were prepared, it being understood that the projections or budgets as to future events are not to be viewed as fact and that actual results during the period or periods covered by the projections or budgets may differ materially from such projected results. There is no fact known to any Authorized Officer of any Loan Party or any Subsidiary of any Loan Party that materially and adversely affects the business, property, assets, financial condition or results of operations of the Loan Parties and their Subsidiaries, taken as a whole, that has not been set forth in this Agreement or in the

certificates, statements, agreements or other documents furnished in writing to the Administrative Agent and the Lenders prior to or on the Closing Date in connection with the transactions contemplated hereby.

5.13 **Taxes**. All material federal, state, local and other tax returns required to have been filed with respect to each Loan Party and each Subsidiary of each Loan Party have been filed, and payment or adequate provision has been made for the payment of all material taxes, fees, assessments and other governmental charges that have or may become due pursuant to said returns or to assessments received, except to the extent that such taxes, fees, assessments and other charges are being contested in good faith by appropriate proceedings diligently conducted and for which such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made.

5.14 **Intellectual Property; Other Rights**. Each Loan Party and each Subsidiary of each Loan Party owns or possesses all the Intellectual Property and all service marks, trade names, domain names, licenses, registrations, franchises, permits and other rights necessary to own and operate its properties and to carry on its business as presently conducted and planned to be conducted by such Loan Party or Subsidiary, without known possible, alleged or actual conflict with the rights of others except as would not reasonably be expected to result in a Material Adverse Effect.

5.15 **Liens in the Collateral**. Subject only to Permitted Liens, the Liens in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Collateral Documents on or after the Closing Date constitute and will continue to constitute Prior Security Interests in and to the Collateral. All filing fees and other expenses in connection with the perfection of such Liens on or after the Closing Date have been or will be paid by the Borrower.

5.16 **Insurance.**

(a) The properties of each Loan Party and each of its Subsidiaries are insured pursuant to policies and other bonds that are valid and in full force and effect and that provide coverage satisfying or surpassing the requirements set forth in Section 6.5(a).

(b) Each Loan Party, to the extent required under the Flood Laws, has obtained flood insurance for such structures and contents constituting Collateral located in a flood hazard zone pursuant to policies that are valid and in full force and effect and which provide coverage meeting the requirements of Section 6.5(b).

5.17 **Employee Benefits Compliance.**

(a) Each Plan is in compliance with its terms and the applicable provisions of ERISA, the Code and other federal or state Law, except for any noncompliance that would not reasonably be expected to have, either individually or in the aggregate a Material Adverse Effect. Each Plan which is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS, is adopted by means of a master or prototype plan that has received a favorable opinion letter upon which the relevant Loan Party or ERISA Affiliate is entitled to rely or is within the remedial amendment period (under Section 401(b) of the Code and the regulations and IRS guidance thereunder) in which to submit a request for a favorable determination letter. As to each Plan which is intended to qualify under Section 401(a) of the Code, to the knowledge of the Authorized Officers of the Loan Parties, nothing has occurred that would cause the loss of such qualification that cannot be remedied under the IRS employee plans compliance resolution system or any successor program. The Loan Parties and each ERISA Affiliate have satisfied all of their obligations and liabilities with respect to each Plan and each Multiemployer Plan in all material respects and have made all required contributions to each Plan and each Multiemployer Plan

on or before the applicable due date, including contributions to any Pension Plan that are required by the Plan Funding Rules and any contributions to any Pension Plan or any Multiemployer Plan that are required by a collective bargaining agreement, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan or Multiemployer Plan.

(b) There are no pending or, to the knowledge of the Authorized Officers of the Loan Parties, threatened claims, actions or lawsuits, including by any Governmental Authority, with respect to any Plan that could reasonably be expected to result in liability in excess of the Threshold Amount in the aggregate.

(c) Except as set forth on Schedule 5.17(C), no ERISA Event has occurred or is reasonably expected to occur. Nothing listed on Schedule 5.17(C), either individually or in the aggregate, will result in (i) any liability in excess of the Threshold Amount, (ii) any Lien against a Plan or any Loan Party or (iii) additional contributions to any Plan required by the Plan Funding Rules.

5.18 **Environmental Matters.**

(a) The facilities and properties currently or formerly owned, leased or operated by any Loan Party or any Subsidiary of any Loan Party (the "**Properties**") do not (x) contain any Hazardous Materials attributable to the ownership, lease or operation of the Properties by any Loan Party or any Subsidiary of any Loan Party in amounts or concentrations or (y) store or utilize any Hazardous Materials in amounts or concentrations which (i) constitute a violation by any Loan Party or any Subsidiary of Environmental Laws, or (ii) could reasonably be expected to give rise to any Environmental Liability in excess of the Threshold Amount;

(b) No Loan Party or Subsidiary of any Loan Party has received any written notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to the activities of any Loan Party or any Subsidiary of any Loan Party at any of the Properties or the business operated by any Loan Party or any Subsidiary of any Loan Party (the "**Business**"), or any prior Business for which any Loan Party or any Subsidiary of any Loan Party has retained liability under any Environmental Law; and

(c) Hazardous Materials have not been transported or disposed of from the Properties (i) in violation of Environmental Law by or (ii) in a manner or to a location which could reasonably be expected to give rise to any Environmental Liability in excess of the Threshold Amount of, for any Loan Party or any Subsidiary of any Loan Party; nor have any Hazardous Materials been generated, treated, stored or disposed of by or on behalf of any Loan Party or any Subsidiary of any Loan Party at, on or under any of the Properties in violation of Environmental Laws, or in a manner that could reasonably be expected to give rise to, Environmental Liability in excess of the Threshold Amount.

5.19 **Communications Regulatory Matters.**

(a) A Loan Party or a wholly-owned, Domestic Subsidiary of a Loan Party whose Equity Interests are subject to a Prior Security Interest in favor of the Administrative Agent, on behalf of itself and the other Secured Parties, pursuant to the Security Agreement holds (i) each Material License or (ii) the right to utilize each Material License.

(b) The Material Licenses held or utilized by the Loan Parties and their Subsidiaries are valid and in full force and effect without adverse conditions limiting the rights or authority of such Loan

Party or Subsidiary under the Material Licenses, except for such conditions as (i) are generally applicable to holders of such Material Licenses or (ii) do not adversely affect the ability of the Loan Parties and their Subsidiaries to operate their Communications Systems. Each Loan Party or Subsidiary of a Loan Party holding or utilizing a Material License has all requisite power and authority required under the Communications Act and PUC Laws to hold or utilize such Material License and to own and operate the Communications Systems held or utilized by such Loan Party or such Subsidiary of a Loan Party. The Material Licenses constitute in all material respects all of the Licenses necessary for the operation of the Communications Systems of the Loan Parties and the Subsidiaries of the Loan Parties. No event has occurred and is continuing which could reasonably be expected to (i) result in the suspension, revocation, or termination of any such Material License or (ii) materially and adversely affect any rights of the Loan Parties or their respective Subsidiaries thereunder. No Authorized Officer of any Loan Party or any Subsidiary of any Loan Party has actual knowledge that any Material License will not be renewed in the ordinary course. Neither the Loan Parties nor any of their respective Subsidiaries are a party to any investigation, notice of apparent liability, notice of violation, order or complaint issued by or before the FCC, any PUC or any other applicable Governmental Authority with respect to any Material License, and there are no proceedings pending by or before the FCC, any PUC or any other applicable Governmental Authority which would reasonably be expected to have a material and adverse effect on the validity of any Material License.

(c) All of the material properties, equipment and systems owned, leased, subleased or managed by the Loan Parties or their respective Subsidiaries are, and (to the best knowledge of the Loan Parties and their Subsidiaries) all such property, equipment and systems to be acquired or added in connection with any contemplated system expansion or construction will be, in good repair, working order and condition (reasonable wear and tear and casualty events excepted) and are and will be in compliance in all material respects with all terms and conditions of the Material Licenses and all standards or rules imposed by any Governmental Authority or as imposed under any agreements with telecommunications companies and customers.

(d) Each of the Loan Parties and their respective Subsidiaries has made all material filings which are required to be filed by it, paid, or caused to be paid, all material franchise, license or other fees and charges related to the Material Licenses or which have become due pursuant to any authorization, consent, approval or license of, or registration or filing with, any Governmental Authority in respect of its business and has made appropriate provision as is required by GAAP for any such fees and charges which have accrued.

5.20 **Solvency**. As of (a) the Closing Date, (b) the date of any request for a Term Loan pursuant to Section 2.1(c) and (c) the date of any request for an Incremental Term Loan pursuant to Section 2.1(g), the Borrower is, and the Loan Parties taken as a whole are, Solvent.

5.21 **Qualified ECP Guarantor**. The Borrower is a Qualified ECP Guarantor.

5.22 **Transactions with Affiliates**. No Affiliate of any Loan Party or any Subsidiary of any Loan Party is a party to any agreement, contract, commitment or transaction with such Loan Party or Subsidiary or has any material interest in any material property used by such Loan Party or Subsidiary, except as permitted by Section 7.3.

5.23 **Labor Matters**. There are no strikes, lockouts or slowdowns against any Loan Party or any Subsidiary of any Loan Party pending or, to the knowledge of any Authorized Officer of any Loan Party or any Subsidiary of any Loan Party, threatened except as would not reasonably be expected to result in a Material Adverse Effect. The hours worked by and payments made to employees of the Loan Parties

and their respective Subsidiaries within the past five (5) years have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters, except as would not reasonably be expected to result in a Material Adverse Effect. The execution, delivery and performance of the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party or any Subsidiary of any Loan Party is bound.

5.24 **Anti-Corruption; Anti-Terrorism and Sanctions.**

(a) Each of the Loan Parties and their respective Subsidiaries, Affiliates, and to the knowledge of the Loan Parties and their Subsidiaries, their officers, directors, employees and authorized agents are in compliance, in all respects, with all applicable (i) Anti-Corruption Laws, (ii) Anti-Terrorism Laws and (iii) Sanctions.

(b) The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Loan Parties and their respective Subsidiaries, Affiliates, officers, directors, employees and authorized agents with all applicable (i) Anti-Corruption Laws, (ii) Anti-Terrorism Laws and (iii) Sanctions.

(c) None of the Loan Parties or their respective Subsidiaries, Affiliates, officers, directors, employees or authorized agents are Sanctioned Persons or have engaged in, or are now engaged in, any dealings or transactions with any Sanctioned Person.

(d) No Credit Extension, use of proceeds or other transaction contemplated by this Agreement will violate any applicable (i) Anti-Corruption Laws, (ii) Anti-Terrorism Laws or (iii) Sanctions.

(e) The Loan Parties have provided to the Administrative Agent and the Lenders all information requested by the Administrative Agent and the Lenders regarding the Loan Parties and their respective Subsidiaries, Affiliates, officers, directors, employees and authorized agents that is necessary for the Administrative Agent and the Lenders to collect to comply with applicable Anti-Corruption Laws, Anti-Terrorism Laws, Sanctions and other Laws.

5.25 **Borrower's Status as a Holding Company**. Borrower does not own any assets other than the Equity Interests of its direct and indirect Subsidiaries and does not conduct, transact or engage in any business or operations other than those incidental to its ownership of such direct and indirect Subsidiaries.

5.26 **Senior Debt**. The Obligations constitute "Senior Indebtedness" (or any comparable term) or "Senior Secured Financing" (or any comparable term) under, and as defined in, the documentation governing any Indebtedness that is subordinated to the Obligations expressly by its terms.

VI. AFFIRMATIVE COVENANTS

The Loan Parties, jointly and severally, covenant and agree that, commencing on the Closing Date and continuing until Payment In Full of the Secured Obligations, the Loan Parties shall comply at all times with the following covenants:

6.1 **Reporting Requirements**. The Loan Parties will furnish or cause to be furnished to the Administrative Agent and each of the Lenders:

(a) Quarterly Financial Statements. As soon as available and in any event no later than 60 days after the end of each of the first three fiscal quarters in each fiscal year of the Borrower, financial statements of the Borrower and its Subsidiaries, consisting of consolidated balance sheets as of the end of such fiscal quarter and the then elapsed portion of the applicable fiscal year, and related consolidated statements of income, stockholders' or members' equity and cash flows for the fiscal quarter then ended and the fiscal year through that date (which requirement shall be deemed satisfied by the delivery or filing with the SEC of the Borrower's quarterly report on Form 10-Q (or any successor form) for such quarter), all in reasonable detail and certified by a Financial Officer of the Borrower as having been prepared in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes), and setting forth in comparative form the respective financial statements for the corresponding date and period in the previous fiscal year.

(b) Annual Financial Statements. As soon as available and in any event no later than 100 days after the end of each fiscal year of the Borrower, audited financial statements of the Borrower and its Subsidiaries consisting of consolidated balance sheets as of the end of such fiscal year, and related consolidated statements of income, stockholders' equity and cash flows for the fiscal year then ended (which requirement shall be deemed satisfied by the delivery or the filing with the SEC of the Borrower's Annual Report on Form 10-K (or any successor form) for such year), and accompanied by an opinion of KPMG LLP or another independent certified public accountants of nationally recognized standing reasonably satisfactory to the Administrative Agent. The report of accountants shall be prepared in accordance with Statement of Auditing Standards No. 58, as amended, entitled "Reports on Audited Financial Statements" and shall be free of material qualifications or exception as to the scope of such audit or any "going concern" qualification (other than any consistency qualification that may result from a change in the method used to prepare the financial statements as to which such accountants concur), and other than for an exception relating solely to the pending maturity of the Term Loan A-1s.

(c) Compliance Certificate. Concurrently with the financial statements of the Borrower furnished to the Administrative Agent and to the Lenders pursuant to Sections 6.1(a) and (b), a Compliance Certificate duly executed by a Financial Officer of the Borrower.

(d) Other Reports.

(i) *Annual Budget*. An annual Consolidated budget and any forecasts or projections of the Borrower, to be supplied not later than 30 calendar days after the commencement of each fiscal year.

(ii) *Accountants' Reports.* Promptly upon their becoming available to the Borrower, any reports, including management letters submitted, to the Borrower by independent accountants in connection with any annual, interim or special audit.

(iii) *Management Report*. Concurrently with the annual financial statements of the Borrower furnished to the Administrative Agent and to the Lenders pursuant to Section 6.1(b), a customary management discussion and analysis. The information above shall be presented in reasonable detail and shall be certified by a Financial Officer of the Borrower to the effect that, to the knowledge of such officer after reasonable diligence, such information fairly presents in all material respects the results

of operations and financial condition of the Borrower and its Subsidiaries as at the dates and for the periods indicated.

(iv) *Benefit Plan Documentation*. Promptly upon request by any Lender, each Loan Party will deliver to the Lender (A) all reports, forms and other documents required to be or otherwise prepared or filed in respect of any Pension Plan pursuant to the Code, ERISA and other applicable Law, and (B) all actuarial reports prepared in respect of any Pension Plan. Promptly upon request by any Lender, (A) each Loan Party will deliver to the Lender any documentation regarding withdrawal liability under or the funding status with respect to any Multiemployer Plan that the Loan Party has received and (B) the Loan Party will request the Multiemployer Plan to provide (and the Loan Party will provide to the Lender upon the Loan Party's receipt) any documentation regarding withdrawal liability or funding status that a Multiemployer Plan is required to provide upon request.

(e) Notices.

(i) *Default*. Promptly after any Authorized Officer of any Loan Party or any Subsidiary of any Loan Party has learned of the occurrence of an Event of Default or Default, a certificate signed by an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default and the action that the Borrower proposes to take, or to cause to be taken, with respect thereto.

(ii) *Regulatory and Other Notices*. Promptly after filing, receiving or becoming aware thereof, the Loan Parties will deliver or cause to be delivered copies of any filings or written communications sent to, or notices and other communications received by, any Loan Party or any of its respective Subsidiaries from any Governmental Authority, including the FCC and any PUC, relating to any material noncompliance by any Loan Party or any of its Subsidiaries with any applicable Law, including the Communications Act and any applicable PUC Law, or with respect to any matter or proceeding, in each case, the effect of which would reasonably be expected to result in a Material Adverse Effect.

(iii) *Litigation*. Promptly after the commencement thereof, notice of all actions, suits, proceedings or investigations before or by any Governmental Authority or any other Person against any Loan Party or Subsidiary of any Loan Party that relate to the Collateral, involve a claim or series of claims equal to or in excess of the Threshold Amount or that would reasonably be expected to result in a Material Adverse Effect.

(iv) *Organizational Documents*. Within the time limits set forth in Section 7.14, any material amendment to the Organizational Documents of any Loan Party or any Subsidiary of any Loan Party.

(v) *Material Contracts*. Promptly after any Authorized Officer of any Loan Party or any Subsidiary of any Loan Party becoming aware thereof, any material amendment, supplement, waiver or other modification to any of the Material Contracts unless such modification is not prohibited by Section 7.16, or any notice of default or of termination, cancellation or revocation (in each case, prior to any scheduled date of termination) delivered under any Material Contract if such default, termination, cancellation or revocation would reasonably be expected to result in a Material Adverse Effect, Default or Event of Default.

(vi) *Erroneous Financial Information*. Promptly in the event that the Borrower or its accountants conclude or advise that any previously issued financial statement, audit report

or interim review should no longer be relied upon or that disclosure should be made or action should be taken to prevent future reliance.

(vii) *ERISA Event*. Promptly upon the occurrence of any ERISA Event or any event reasonably expected to result in an ERISA Event; provided, that no notice of any ERISA Event set forth on Schedule 5.17(C) as of the date hereof shall be required.

(viii) *Material Adverse Effect.* Promptly after becoming aware thereof, the Borrower will give notice of any change in events or changes in facts or circumstances affecting any Loan Party or any of their respective Subsidiaries which individually or in the aggregate have resulted in or would reasonably be expected to result in a Material Adverse Effect.

(ix) *Environmental Notices*. Promptly after becoming aware of any material violation by any Loan Party or any of its respective Subsidiaries of Environmental Laws or promptly upon receipt of any notice that a Governmental Authority has asserted that any Loan Party or any of its respective Subsidiaries is not in compliance with Environmental Laws or that its compliance is being investigated, and, in either case, the same would reasonably be expected to result in a Material Adverse Effect, the Borrower will give notice thereof and provide such other information as may be reasonably available to any Loan Party or any of its respective Subsidiaries to enable the Administrative Agent and the Lenders to reasonably evaluate such matter.

(x) *Acquisition of Certain Additional Collateral; Revisions and Updates to Schedules and Annexes.* Concurrently with the delivery of each Compliance Certificate,

(A) notice of the acquisition by any Loan Party of (1) any Material Owned Real Property, (2) any Equity Interest (as defined in the Security Agreement), (3) any Material Copyright, Patent, Trademark or Domain Name (each as defined in the Security Agreement), (4) any Commercial Tort Claim (as defined in the Security Agreement) or related grouping of Commercial Tort Claims arising from the same general circumstances that is or are known to any Loan Party (such that an officer of any Loan Party has actual knowledge of the existence of a tort cause of action and not merely of the existence of the facts giving rise to such cause of action) and are known to any Loan Party to involve an amount in controversy in excess of the Threshold Amount in the aggregate, (5) any Material Contracts, and (6) any Material Account, in each case, owned, acquired, leased or opened by any Loan Party, in each case, of which notice has not previously been given to the Administrative Agent, and

(B) revisions or updates to the Schedules referred to in this Agreement or Annexes to the Security Agreement as may be necessary or appropriate to update or correct any of the information or disclosures provided therein that has become outdated or incorrect in any material respect; provided, that no such revised or updated Schedules or Annexes delivered pursuant to this Section 6.1 or otherwise shall be deemed to have been amended, modified or superseded by any such revision or update, nor shall any breach of warranty or representation resulting from the inaccuracy or incompleteness of any such Schedule or Annex be deemed to have been cured thereby, unless and until the Administrative Agent, in its sole discretion, or the Required Lenders, in their sole discretion, shall have accepted in writing such revisions or updates to such Schedule or Annex.

(xi) *Beneficial Ownership Certification*. Promptly (A) upon a change to the list of beneficial owners identified the Beneficial Ownership Certification previously received by the Administrative Agent and the Lenders, notice of such change and (B) upon the reasonable request of the Administrative Agent or any Lender, any information or documentation requested by the Administrative

Agent or such Lender, as the case may be, for purposes of complying with the Beneficial Ownership Regulation.

(f) Other Information. Such other reports and information as the Administrative Agent may from time to time reasonably request.

In no event shall the requirements set forth in Section 6.1(d), (e) or (f) require the Borrower or any of its Subsidiaries to provide any such information which (i) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or (ii) is subject to attorney-client or similar privilege or constitutes attorney work-product.

In no event shall the Borrower be required to furnish, or cause to be furnished, any information (w) that constitutes non-financial trade secrets or non-financial proprietary information, (x) that constitutes attorney work product, (y) that would result in violation of any confidentiality agreement by which it is bound or (z) to the extent that the provision thereof would waive or impair attorney-client privilege, or violate any law, rule or regulation, or any obligation of confidentiality binding on any Loan Party; provided, further, that in the event the Borrower does not provide information in reliance on the foregoing, such Person shall provide notice to the Administrative Agent that such information is being withheld and shall use commercially reasonable efforts to receive a waiver or consent with respect to such restriction, to the extent such waiver or consent would not result in a loss of privilege.

6.2 **Preservation of Existence, Etc.** Each Loan Party shall, and shall cause each of its Subsidiaries to, maintain (a) its legal existence and its license or qualification and good standing in each jurisdiction in which its ownership or lease of property or the nature of its business makes such license or qualification necessary, except as otherwise expressly permitted in Section 7.7 or where the failure would not reasonably be expected to result in a Material Adverse Effect and (b) all licenses, franchises, permits and other authorizations (including all Licenses other than Material Licenses) and Intellectual Property, the loss, revocation, termination, suspension or adverse modification of which would reasonably be expected to result in a Material Adverse Effect.

6.3 **Preservation of Licenses**. Each Loan Party shall, and shall cause each of its Subsidiaries to, at all times preserve and keep in full force and effect all Material Licenses.

6.4 **Payment of Liabilities, Including Taxes, Etc**. Each Loan Party shall, and shall cause each of its Subsidiaries to, pay, discharge or otherwise satisfy all Indebtedness and other liabilities (including all lawful claims that, if unpaid, would by Law become a Lien on the assets of any Loan Party) to which it is subject or that are asserted against it, promptly as and when the same shall become due and payable, including all material taxes, assessments and governmental charges upon it or any of its properties, assets, income or profits, prior to the date on which penalties attach thereto, except to the extent that such liabilities, including taxes, assessments or governmental charges, are being contested in good faith and by appropriate and lawful proceedings diligently conducted and for which such reserve or other appropriate provisions, if any, as shall be required by GAAP shall have been made.

6.5 **Maintenance of Insurance.**

(a) Each Loan Party shall, and shall cause each of its Subsidiaries to, insure its properties and assets against loss or damage by fire and such other insurable hazards as such assets are commonly insured (including fire, extended coverage, property damage, workers' compensation, public liability and business interruption insurance) and against other risks (including errors and omissions) in

such amounts as similar properties and assets are insured by prudent companies in similar circumstances carrying on similar businesses, and with reputable and financially sound insurers, including self-insurance to the extent customary, all as reasonably determined by the Administrative Agent. Such insurance policies shall contain additional insured, mortgagee and lender loss payable special endorsements in form and substance reasonably satisfactory to the Administrative Agent naming the Administrative Agent as additional insured, mortgagee and lender loss payee, as applicable, and providing the Administrative Agent with notice of cancellation acceptable to the Administrative Agent.

(b) Each Loan Party shall, to the extent required under the Flood Laws, obtain and maintain flood insurance for such structures and contents constituting Collateral located in a flood hazard zone, in such amounts as similar structures and contents are insured by prudent companies in similar circumstances carrying on similar businesses and otherwise reasonably satisfactory to the Administrative Agent (but, in any event, providing all flood insurance required by applicable Law).

(c) Not less than fifteen (15) days (or such later date as the Administrative Agent shall agree to in its reasonable discretion) prior to the expiration date of the insurance policies required to be maintained by any Loan Party or its Subsidiaries pursuant to the terms hereof, the Borrower will deliver to the Administrative Agent one or more certificates of insurance and endorsements evidencing renewal of the insurance coverage required hereunder plus such other evidence of payment of premiums therefor as Administrative Agent may reasonably request.

(d) If any Loan Party fails to, or fails to cause any of its Subsidiaries to, obtain and maintain any of the policies of insurance required to be maintained pursuant to the provisions of this Section 6.5 or to pay any premium in whole or in part, the Administrative Agent may, without waiving or releasing any obligation or Default or Event of Default, at the Loan Parties' expense, but without any obligation to do so, procure such policies or pay such premiums. All sums so disbursed by the Administrative Agent, including any reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and reasonable and documented fees, charges and disbursements of counsel for the Administrative Agent, shall be payable by the Loan Parties to the Administrative Agent on demand and shall be additional Obligations hereunder and under the other Loan Documents, secured by the Collateral.

6.6 **Maintenance of Properties**. Each Loan Party shall, and shall cause each of its Subsidiaries to, maintain in good repair, working order and condition (ordinary wear and tear and casualty excepted) in accordance with the general practice of other businesses of similar character and size, all of those properties useful or necessary to its business, and from time to time, such Loan Party will make or cause to be made all appropriate repairs, renewals or replacements thereof, except where the failure would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

6.7 **Visitation Rights**. Each Loan Party will permit, and will cause each of its Subsidiaries to permit, at the expense of the Loan Parties, any authorized representatives of the Administrative Agent (together with any authorized representatives of any Lender that desires to have its authorized representatives accompany the Administrative Agent's authorized representatives and (during the existence of an Event of Default) any authorized representative of any Lender (whether or not accompanied by representatives of the Administrative Agent)):

(a) to visit and inspect any of the properties of the Loan Parties and their respective Subsidiaries, including their financial and accounting records, and to make copies and take extracts therefrom; provided, that absent the existence of an Event of Default, the Administrative Agent shall not (and any Lender that elected to have its authorized representatives accompany the Administrative Agent's

authorized representatives on such visit and inspection shall not) request reimbursement from the Borrower for more than one visit and inspection in any calendar year; and

(b) to discuss their affairs, finances and business with their officers, employees and certified public accountants; provided, that absent the existence of an Event of Default, the Loan Parties will receive reasonable prior notice of the time and place of such discussions with their certified public accounts and may elect to attend and participate in such discussions (for the avoidance of doubt, the failure of the Loan Parties to attend or participate any such discussions at the time and place provided in such notice shall not prevent the authorized representatives of the Administrative Agent (together with any authorized representatives of any Lender that desires to have its authorized representatives accompany the Administrative Agent's authorized representatives) from proceeding with such discussion);

in each case upon reasonable prior notice at such reasonable times during normal business hours and as often as may be reasonably requested; provided, that during the continuance of an Event of Default, the authorized representatives of the Administrative Agent and any Lender may conduct such visits and inspections and engage in such discussions without notice and as frequently and at such times as they may specify.

6.8 **Keeping of Records and Books of Account**. The Loan Parties shall, and shall cause each Subsidiary of the Borrower to, maintain and keep adequate books of record and account that enable the Borrower and its Subsidiaries to issue financial statements in accordance with GAAP and as otherwise required by applicable Laws of any Governmental Authority having jurisdiction over the Borrower or any Subsidiary of the Borrower, and in which full, true and correct entries shall be made in all material respects of all its dealings and business and financial affairs.

6.9 **Compliance with Laws.**

(a) Each Loan Party shall, and shall cause each of its Subsidiaries to, comply with all applicable Laws, except where failure to comply with any applicable Law would not result in fines, penalties, remediation costs, other similar liabilities or injunctive relief that, in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

(b) Each of the Loan Parties shall, and shall cause each of its Subsidiaries, Affiliates, officers, directors, employees and authorized agents to, comply with all applicable Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. The Borrower shall implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their respective Subsidiaries, Affiliates, officers, directors, employees and authorized agents with all applicable Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions.

(c) Except where the failure would not reasonably be expected to result in a Material Adverse Effect, each of the Loan Parties shall, and shall cause each of its Subsidiaries to, (i) conduct its operations and keep and maintain its real property in compliance with all Environmental Laws and environmental permits; (ii) obtain and renew all environmental permits necessary for its operations and properties; and (iii) implement any and all investigation, remediation, removal and response actions that are necessary to maintain the value and marketability of the real property or to otherwise comply with Environmental Laws pertaining to any of its real property (provided, however, that neither a Loan Party nor any of its Subsidiaries shall be required to undertake any such investigation, remediation, removal, response or other action to the extent that its obligation to do so is being contested in good faith and by

proper proceedings and adequate reserves have been set aside and are being maintained by the Loan Parties with respect to such circumstances in accordance with GAAP).

6.10 **Further Assurances.**

(a) Generally. Each Loan Party shall, from time to time, at its expense, preserve and protect the Administrative Agent's Lien on and Prior Security Interest in the Collateral whether now owned or hereafter acquired as a continuing Prior Security Interest therein, and shall do or make, or cause each of its Subsidiaries to do or make, such other acts, deliveries and things as the Administrative Agent may deem reasonably necessary or advisable from time to time in order to consummate the transactions contemplated hereby, preserve, perfect and protect the Liens granted or purported to be granted under the Loan Documents and to exercise and enforce its rights and remedies thereunder with respect to the Collateral.

(b) Additional Subsidiaries. In furtherance, and not in limitation, of Section 6.10(a), but subject to the limitations of such Section, promptly upon (and in any event (x), for any such creation or acquisition constituting an Investment in excess of the Threshold Amount, within fifteen (15) days after (or such later date as the Administrative Agent shall agree to in its sole discretion) and (y), for any such creation or acquisition constituting an Investment not in excess of the Threshold Amount, within forty-five (45) days after (or such later date as the Administrative Agent shall agree to in its sole discretion)):

(i) the creation or acquisition of any direct or indirect Subsidiary by any Loan Party (other than an Excluded Subsidiary), each such new Subsidiary and the Loan Parties will execute and deliver to the Administrative Agent a duly executed Guarantor Joinder in accordance with Section 12.12, pursuant to which (A) such new Subsidiary shall become a party hereto as a Guarantor and shall become a party to the Security Agreement as a Grantor (as defined therein), and (B) the Equity Interests (as defined in the Security Agreement) of such new Subsidiary shall be pledged by the applicable Loan Party to the extent provided in the Collateral Documents; and

(ii) the creation or acquisition of any direct or indirect Subsidiary by any Loan Party that is an Excluded Subsidiary, (A) each such new Excluded Subsidiary will execute and deliver to the Administrative Agent a duly executed Negative Pledge Agreement and (B) the Equity Interests (as defined in the Security Agreement) of such new Subsidiary shall be pledged by the applicable Loan Party to the extent provided in the Collateral Documents.

Concurrently with the delivery of the forgoing, the Loan Parties will deliver, or cause to be delivered, all certificates evidencing such Equity Interests (as defined in the Security Agreement), together with undated, executed transfer powers, and such other Collateral Documents and such other documents, certificates and opinions (including opinions of local counsel in the jurisdiction of organization of each such new Subsidiary) regarding such new Subsidiary, in form, content and scope reasonably satisfactory to the Administrative Agent, as the Administrative Agent may reasonably request in connection therewith and, if applicable, will take such other action as the Administrative Agent may reasonably request to create in favor of the Administrative Agent a Prior Security Interest in the Collateral, to the extent provided in the Collateral Documents, for the Secured Obligations. If any Loan Party delivers a Mortgage with respect to any real property, it will also deliver any Real Estate Deliverables required by applicable Law.

(c) Real Property. In furtherance, and not in limitation, of Sections 6.10(a) and 6.10(b), but subject to the limitations of such Sections, the Loan Parties shall, within ninety (90) days (as such time period may be extended by the Administrative Agent, in its sole discretion) of the acquisition by any Loan Party of any Material Owned Real Property that is not subject to a Mortgage in favor of the

Administrative Agent, for the benefit of the Secured Parties, deliver Real Estate Deliverables to the Administrative Agent in connection with such Material Owned Real Property.

(d) Material Account. In furtherance, and not in limitation, of Sections 6.10(a) and 6.10(b), but subject to the limitations of such Sections, the Loan Parties shall, within thirty (30) days (as such time period may be extended by the Administrative Agent, in its sole discretion) of the acquisition by any Loan Party of any Material Account that is not subject to a control agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, use commercially reasonable efforts to deliver to the Administrative Agent a duly completed and executed control agreement, sufficient to perfect the Administrative Agent's security interest under the Uniform Commercial Code and otherwise in form and substance reasonably satisfactory to the Administrative Agent.

The Administrative Agent may elect not to request any documents, instruments, filings or opinions as contemplated by this Section 6.10 or the Security Agreement and the other Loan Documents if it determines in its sole discretion that the costs to the Loan Parties of perfecting a security interest or Lien in such property exceed the relative benefit of such security interest to the Secured Parties.

6.11 **CoBank Equity~~.~~ and Securities.**

(a) So long as CoBank (or its affiliates) is a Lender hereunder, the Borrower ~~will~~shall (~~a~~i) maintain its status as an entity eligible to borrow from CoBank (or its affiliates) and (~~b~~ii) acquire equity in CoBank in such amounts and at such times as CoBank may require in accordance with CoBank's Bylaws and Capital Plan (as each may be amended from time to time), except that the maximum amount of equity that the Borrower may be required to purchase in CoBank in connection with the Loans made by CoBank (or its affiliates) may not exceed the maximum amount permitted by ~~the~~CoBank's Bylaws and ~~the~~ Capital Plan ~~at the time this Agreement is entered into~~as of the First Amendment Effective Date. The Borrower acknowledges receipt of a copy of (~~i~~A) CoBank's most recent annual report, and if more recent, CoBank's latest quarterly report, (~~ii~~B) CoBank's Notice to Prospective Stockholders and (~~iii~~C) CoBank's Bylaws and Capital Plan, which describe the nature of all of the ~~Borrower's stock and other equities in CoBank acquired in connection with its patronage loan from CoBank (the "~~CoBank Equities~~")~~ as well as capitalization requirements, and agrees to be bound by the terms thereof.

(b) Each party hereto acknowledges that CoBank's Bylaws and Capital Plan (as each may be amended from time to time) shall govern (i) the rights and obligations of the parties with respect to the CoBank Equities and any patronage refunds or other distributions made on account thereof or on account of the Borrower's patronage with CoBank, (ii) the Borrower's eligibility for patronage distributions from CoBank (in the form of CoBank Equities and cash) and (iii) patronage distributions, if any, in the event of a sale of a participation interest. CoBank reserves the right to assign or sell participations in all or any part of its (or its affiliate's) Commitments or outstanding Loans hereunder on a non-patronage basis.

(c) Notwithstanding anything herein or in any other Loan Document to the contrary, each party hereto acknowledges that: (i) CoBank has a statutory first Lien pursuant to the Farm Credit Act of 1971 (as amended from time to time) on all CoBank Equities that the Borrower may now own or hereafter acquire, which statutory Lien shall be for CoBank's (or its affiliate's) sole and exclusive benefit; (ii) during the existence of any Event of Default, CoBank may at its sole discretion, but shall not be required to, foreclose on its statutory first Lien on the CoBank Equities and/or set off the value thereof or of any cash patronage against the Secured Obligations; (iii) during the existence of any Event of Default, CoBank may at its sole discretion, but shall not be required to, without notice except as required by applicable Law, retire and cancel all or part of the CoBank Equities owned by or allocated to the Borrower

in accordance with the Farm Credit Act of 1971 (as amended from time to time) and any regulations promulgated pursuant thereto in total or partial liquidation of the Secured Obligations for such value as may be required pursuant applicable Law and CoBank's Bylaws and Capital Plan (as each may be amended from time to time); (iv) the CoBank Equities shall not constitute security for the Secured Obligations due to the Administrative Agent for the benefit of any Lender or Secured Party other than CoBank; (v) to the extent that any of the Loan Documents create a Lien on the CoBank Equities, such Lien shall be for CoBank's (or its affiliate's) sole and exclusive benefit and shall not be subject to pro rata sharing hereunder; (vi) any setoff effectuated pursuant to the preceding clauses (ii) or (iii) may be undertaken whether or not the Secured Obligations are currently due and payable; and (vii) CoBank shall have no obligation to retire the CoBank Equities upon any Event of Default, Default or any other default by the Borrower or any other Loan Party, or at any other time, either for application to the Obligations or otherwise. The Borrower acknowledges that any corresponding tax liability associated with CoBank's application of the value of the CoBank Equities to any portion of the Obligations is the sole responsibility of the Borrower.

6.12 **Use of Proceeds**. The proceeds of (a) the Term Loans shall be used to finance capital expenditures and for other general corporate purposes of the Borrower and its Subsidiaries, including the payment of certain fees, costs and expenses in connection with the Facilities, not in contravention of any Laws, (b) the Revolving Loans shall be used to provide working capital and Letters of Credit from time to time and for other general corporate purposes of the Borrower and its Subsidiaries, including the payment of fees, costs and expenses in connection with the Facilities, not in contravention of any Laws, including the payment of certain fees and expenses incurred in connection with the this Agreement and the transactions contemplated hereby, and (c) any Tranche of Incremental Term Loans shall be used as specified in the applicable Incremental Term Loan Funding Agreement. The Loan Parties will use the Letters of Credit and the proceeds of the Loans only in accordance with Sections 5.11, 5.24 and as permitted by applicable Law.

6.13 **Material Contracts**. Each of the Loan Parties covenants and agrees that it shall, and shall cause each of its Subsidiaries to, comply in all material respects with each Material Contract.

6.14 **Benefit Plan Compliance**. Except for noncompliance that could not reasonably be expected to result in a Material Adverse Effect, (a) each Plan will be in compliance in all material respects with its terms and applicable Law, (b) each of the Loan Parties and the ERISA Affiliates will satisfy their obligations and liabilities with respect to each Plan and each Multiemployer Plan and (c) each of the Loan Parties and the ERISA Affiliates will make all contributions with respect to any Plan or Multiemployer Plan on or before the due date for such contribution.

6.15 **Post-Closing Deliveries**. Each of the Loan Parties covenants and agrees that it shall, and shall cause each of its Subsidiaries to, perform the obligations set forth on Schedule 6.15 on or before the date provided in Schedule 6.15 (as such date may be extended by the Administrative Agent in its sole discretion) with respect to each such obligation unless: (a) with respect to Item 1 of Schedule 6.15, the Loan Parties shall have delivered, or caused to be delivered, a certification by an Authorized Officer that (i) the Administrative Agent, in consultation with the Borrower, has determined that no Cable Television Consent (that has not been obtained) is required, or (ii) that a dismissal or other similar action has been entered by the applicable PUC with respect to any applicable Cable Television Consent that the Borrower has submitted an application for to the applicable PUC, or (b) with respect to any other item of Schedule 6.15, the Administrative Agent has agreed in its sole discretion in writing to waive such obligation in its entirety.

VII. NEGATIVE COVENANTS

The Loan Parties, jointly and severally, covenant and agree that, commencing on the Closing Date and continuing until Payment In Full of the Secured Obligations, the Loan Parties shall comply at all times with the following covenants:

7.1 **Indebtedness**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, at any time create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under this Agreement and the other Loan Documents;

(b) Indebtedness of Excluded Subsidiaries of up to $500,000 in the aggregate at any time;

(c) unsecured, short-term Indebtedness of the Borrower to Shenandoah Telephone Company with respect to cash management systems not to exceed in the aggregate at any time the greater of (x) $25,000,000 and (y) 25% of Consolidated EBITDA calculated on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered, provided that not less than once per fiscal year such Indebtedness shall be paid down in full by means of a dividend in the amount of such then outstanding Indebtedness;

(d) Indebtedness incurred with respect to Purchase Money Security Interests, Synthetic Lease Obligations and Capital Leases for fixed or capital assets not to exceed in the aggregate at any time the greater of (i) $15,000,000 and (ii) 15.0% of Consolidated EBITDA calculated on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered;

(e) unsecured, subordinated Indebtedness of a Loan Party to another Loan Party, pursuant to the Master Subordinated Intercompany Note;

(f) unsecured Indebtedness representing deferred compensation to employees of the Loan Parties and their Subsidiaries incurred in the ordinary course of business;

(g) Indebtedness (contingent or otherwise) of any Loan Party arising under (i) any Secured Hedge, (ii) any other Interest Rate Hedge, (iii) Indebtedness under any Secured Bank Product or (iv) other cash management arrangements with depository institutions, in each case, entered into in the ordinary course of business; provided however, that (A) no Loan Party shall enter into or incur any Secured Hedge or other Interest Rate Hedge that constitutes a Swap Obligation if at the time it enters into or incurs such Swap Obligation it does not constitute an "eligible contract participant" as defined in the Commodity Exchange Act, and (B) the Loan Parties and their Subsidiaries shall enter into a Secured Hedge or other Interest Rate Hedge only for hedging (rather than speculative) purposes;

(h) Guarantees and other Contingent Obligations permitted by Section 7.4;

(i) Indebtedness owed to any Person providing property, casualty, liability or other insurance to the Loan Parties or their Subsidiaries so long as the amount of such Indebtedness is not in excess of the amount of the unpaid premium of, and shall be incurred only to defer the cost of, such insurance for any twelve-month period in which such Indebtedness is incurred and such Indebtedness is outstanding only in such twelve-month period;

(j) Indebtedness incurred by the Loan Parties in a Permitted Acquisition or Disposition permitted hereunder, in each case, constituting indemnification obligations or obligations in respect of purchase price (including earn-outs) or other similar adjustments;

(k) Indebtedness consisting of obligations of the Loan Parties under deferred compensation or other similar arrangements incurred by such Person in connection with Permitted Acquisitions;

(l) Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements in the ordinary course of business; and

(m) Indebtedness of a Loan Party not to exceed at any time the greater of (i) $15,000,000 and (ii) 15.0% of Consolidated EBITDA calculated on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered.

7.2 **Liens**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, at any time create, incur, assume or suffer to exist any Lien on any of its property or assets, tangible or intangible, now owned or hereafter acquired, or agree or become liable to do so, except Permitted Liens.

7.3 **Affiliate Transactions**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, enter into or carry out any transaction with any Affiliate of any Loan Party (including purchasing property or services from or selling property or services to any Affiliate of any Loan Party or other Person) unless such transaction (a) is not otherwise prohibited by this Agreement, (b) is in accordance with all applicable Law and (c) (i) is among the Loan Parties, (ii) is entered into in the ordinary course of business upon fair and reasonable arm's-length terms and conditions, (iii) relates to the payment of compensation to directors, officers and employees in the ordinary course of business for services actually rendered in their capacities as directors, officers and employees, provided such compensation is reasonable and comparable with compensation paid by companies of like nature and similarly situated, (iv) is a Restricted Payment permitted by Section 7.6 or an advance permitted by Section 7.5(b), or (v) is a charitable contribution to Shentel Foundation, a Virginia nonstock corporation, so long as the aggregate amount of all such contributions does not exceed $1,500,000 in any fiscal year.

7.4 **Contingent Obligations**. No Loan Party shall, nor shall it permit any of its Subsidiaries to, at any time, directly or indirectly, create or become or be liable with respect to any Contingent Obligation except for those:

(a) resulting from endorsement of negotiable instruments for collection in the ordinary course of business;

(b) arising with respect to customary adjustment of purchase price or similar obligations incurred in connection with Investments permitted pursuant to Section 7.5;

(c) arising under indemnity agreements to title insurers in connection with mortgagee title insurance policies in favor of Administrative Agent for the benefit of itself and the other Secured Parties;

(d) arising in the ordinary course of business with respect to customary indemnification obligations incurred in the ordinary course of business;

(e) incurred in the ordinary course of business with respect to surety and appeal bonds, performance and return-of-money bonds and other similar obligations;

(f) constituting Investments permitted pursuant to Section 7.5;

(g) Guarantees by any Loan Party of Indebtedness permitted hereunder (other than Indebtedness of any Subsidiary that is not a Loan Party and Excluded Swap Obligations); and

(h) arising under the Loan Documents and under any Secured Hedge or other Interest Rate Hedge to the extent permitted under Section 7.1.

7.5 **Investments**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, at any time make or suffer to remain outstanding any Investment, except:

(a) trade credit extended on usual and customary terms in the ordinary course of business;

(b) advances to officers, directors and employees of the Loan Parties to meet expenses incurred by such officers, directors or employees for travel, entertainment, relocation and analogous ordinary business purposes in the ordinary course of business not to exceed $1,000,000 at any time outstanding;

(c) Investments in the form of cash and Cash Equivalents;

(d) Investments in other Loan Parties;

(e) Investments of the Loan Parties and their respective Subsidiaries existing on the Closing Date and set forth on Schedule 7.5;

(f) notes payable to, or Equity Interests issued by, account debtors to any Loan Party in good faith settlement of delinquent obligations and pursuant to any plan of reorganization or similar proceedings upon the bankruptcy or insolvency of any such account debtor;

(g) the CoBank Equities and any other stock or securities of, or Investments in, CoBank or its investment services or programs;

(h) Guaranties and other Contingent Obligations permitted by Section 7.4;

(i) any Secured Hedge or other Interest Rate Hedge permitted under Section 7.1;

(j) [reserved];

(k) Investments in the Excluded Subsidiaries made after the Closing Date in an aggregate amount not to exceed at any time the greater of (x) $10,000,000 and (x) 10.0% of Consolidated EBITDA calculated on a Pro forma Basis as of the most recent four fiscal quarter period for which Consolidated financial statements have been delivered;

(l) so long as (x) no Default or Event of Default has occurred and is continuing or would result therefrom and (y) the Borrower's Total Net Leverage Ratio, calculated on a Pro forma Basis, is less than or equal to 4.00:1.00, Investments in an unlimited amount; and

(m) Permitted Acquisitions.

7.6 **Dividends and Related Distributions**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

(a) any Loan Party or Subsidiary may make, declare and pay lawful, cash dividends or distributions to, or redeem any Equity Interest held by, any Loan Party;

(b) any Loan Party may make, declare or pay lawful cash dividends or distributions to the Excluded Subsidiaries in an aggregate amount of up to $10,000,000 over the term of the Facilities;

(c) any Subsidiary of the Borrower that is not directly or indirectly wholly-owned by the Borrower may make, declare and pay lawful, pro rata cash dividends, distributions and redemptions;

(d) the Borrower and its Subsidiaries may make, declare and pay lawful dividends or distributions to the extent payable in Equity Interests that are not Disqualified Stock;

(e) the Borrower may make the Special Dividend; and

(f) so long as no Default or Event of Default shall exist at the time of such declaration or could reasonably be expected to result from such dividend, distribution or redemption (tested solely at the time of declaration of any such dividend, distribution or redemption) and the Loan Parties shall be in compliance with the covenants set forth in Article VIII after giving effect to any such dividend, distribution or redemption on a Pro forma Basis for the four fiscal quarter period most recently then ended for which financial statements have been delivered (tested solely at the time of declaration of any such dividend, distribution or redemption), the Borrower may make, declare and pay lawful cash dividends or distributions to its shareholders or redeem capital stock in an aggregate amount not to exceed, (i) when the Borrower's Total Net Leverage Ratio is greater than 4.00:1.00 on a Pro forma Basis, an amount equal to the greater of (x) 6.0% of the net cash proceeds from any public equity issuance of the Borrower's Equity Interests or (y) 4.0% of the estimated fair market value of the Borrower's Equity Interests (collectively, the "**Permitted Additional Distributions**") or (ii) when the Borrower's Total Net Leverage is less than or equal to 4.00:1.00 on a Pro forma Basis, an unlimited amount; provided, however, that (x) the amount of any dividend or distribution that is not paid in cash but is reinvested in Equity Interests of the Borrower (other than Disqualified Stock) shall be excluded from this calculation and (y) redemptions of Equity Interests of the Borrower surrendered by employees and directors to cover withholding taxes shall be excluded from this calculation.

7.7 **Liquidations, Mergers, Consolidations, Acquisitions**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, (x) dissolve, liquidate or wind-up its affairs, (y) become a party to any merger or consolidation, or (z) acquire by purchase, lease or otherwise all or substantially all of the assets or Equity Interests of any other Person or group of related Persons; except:

(a) [reserved];

(b) any Subsidiary may combine, merge or consolidate with or into (i) any Loan Party; provided, that a Loan Party (or the Borrower, if the Borrower is a party) shall be the continuing or surviving Person, and (ii) any one or more other Subsidiaries;

(c) any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to another Subsidiary; provided, that if the transferor in such a transaction is a Loan Party, then the transferee must be a Loan Party;

(d) any Subsidiary that is not a Loan Party may dissolve, liquidate or wind-up its affairs, as long as (i) no Event of Default would result therefrom and (ii) such Subsidiary dissolves, liquidates or winds-up into another Subsidiary or a Loan Party;

(e) any Loan Party may dissolve, liquidate or wind-up its affairs, as long as (i) no Event of Default exists or would result therefrom and (ii) such Loan Party dissolves, liquidates or winds-up into another Loan Party; and

(f) any Loan Party and any Subsidiary may enter into any transactions permitted under Section 7.5 or Section 7.8.

Any reference in this Section 7.7 or in Section 7.8 to a combination, merger, consolidation, Disposition, dissolution, liquidation or transfer shall be deemed to apply to a Division of or by a limited liability company, or an allocation of assets to a series of limited liability companies (or the unwinding of such a division or allocation) as if it were a combination, merger, consolidation, Disposition, dissolution, transfer or similar term, as applicable, to of or with a separate Person. Any Division of a limited liability company shall constitute a separate Person hereunder (and each Division of any limited liability company that is a like term shall also constitute such a Person or entity).

7.8 **Dispositions of Assets or Subsidiaries**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, Dispose of, voluntarily or involuntarily, any of its properties or assets, tangible or intangible (including sale, assignment, discount or other Disposition of accounts, contract rights, chattel paper, equipment or general intangibles with or without recourse or of capital stock, shares of beneficial interest, partnership interests or limited liability company interests or other Equity Interests of a Subsidiary of such Loan Party), except:

(a) transactions involving the sale of inventory to customers in the ordinary course of business;

(b) (i) any termination of any lease or sublease in the ordinary course of business, (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(c) any Disposition of assets by any Loan Party to another Loan Party;

(d) any Disposition of Cash Equivalents in the ordinary course of business

(e) any Disposition of obsolete or worn-out assets in the ordinary course of business that are no longer necessary or required in the conduct of such Loan Party's or such Subsidiary's business;

(f) any Disposition (i) permitted by Section 7.7 or (ii) pursuant to a Casualty Event;

(g) the Disposition of assets on the Closing Date or any Subsequent Closing (as such term is defined in the T-Mobile Asset Purchase Agreement) pursuant to, and consummation of the transactions contemplated by, the T-Mobile Asset Purchase Agreement and the Disposition of the T-Mobile

Transition Services Assets after the Closing Date pursuant to the terms of the Transition Services Agreement;

(h) any Disposition by any Loan Party to any Excluded Subsidiary, so long as such Dispositions do not exceed $10,000,000 in the aggregate over the term of the Facilities and do not consist of any Equity Interest of any Loan Party;

(i) [reserved];

(j) Dispositions of all or substantially all of the cell tower assets in one or a series of related transactions for fair market value; provided, that (i) at the time of such Disposition, no Event of Default shall exist or result therefrom and (ii) no less than 75% of the purchase price for such cell tower assets shall be paid to the Borrower or applicable Subsidiary in (x) cash or Cash Equivalents or (y) broadband or other telecommunications assets;

(k) Dispositions made to comply with any order of any Governmental Authority or any applicable requirement of Law;

(l) other Dispositions of up to 15% of Consolidated total assets of the Borrower in the aggregate from and after the Closing Date upon fair and reasonable arm's-length terms and conditions; provided, that no such Disposition shall consist of any Equity Interest of any Loan Party unless all of the Equity Interest of such Loan Party owned directly or indirectly by any other Loan Party are subject to such Disposition;

(m) other Dispositions of up to $10,000,000 in the aggregate from and after the Closing Date; provided, that no such Disposition shall consist of any Equity Interest of any Loan Party; and

(n) Dispositions solely in cash to Shentel Foundation, a Virginia nonstock corporation, subject to the dollar limitation set forth in Section 7.3(c)(v).

7.9 **Use of Proceeds**. No Loan Party shall (a) use the proceeds of any Loan or other Credit Extension hereunder, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U, T or X as promulgated by the Board) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose or (b) request any Credit Extension or use (or permit the use by any of its Subsidiaries or its or their respective Affiliates, directors, officers, employees or agents of) the proceeds of any Credit Extension, whether directly or indirectly, (i) in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, in any Sanctioned Country or (iii) in any manner that would result in a violation of Anti-Corruption Laws, Anti-Terrorism Laws, Sanctions or other applicable Law.

7.10 **Subsidiaries and Partnerships**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, own or create directly or indirectly any Subsidiaries other than (a) any Subsidiary that is a Guarantor on the Closing Date; (b) any Subsidiary formed or acquired after the Closing Date that joins this Agreement as a Guarantor in accordance with the terms of this Agreement and the Security Agreement by delivering to the Administrative Agent (i) an executed Guarantor Joinder; (ii) documents in the forms described in Section 4.1 modified as appropriate; and (iii) documents necessary to

grant and perfect Prior Security Interests to the Administrative Agent for the benefit of the Secured Parties in the Equity Interests (as defined in the Security Agreement) of, and Collateral held by, such Subsidiary, and (c) any Excluded Subsidiary.

7.11 **Continuation of or Change in Business**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, engage in any business other than the business of owning, constructing, managing and operating Communications Systems, or other lines of business necessary or ancillary to the foregoing, consistent with advances in the Communications Systems industry, or an otherwise reasonably related or complimentary extension of the foregoing.

7.12 **Fiscal Year**. The Borrower shall not, and shall not permit any Subsidiary of the Borrower to, change its fiscal year from the twelve-month period beginning January 1 and ending December 31.

7.13 **Issuance of Equity Interests**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, commence or consummate any Equity Issuance, except for (a) any such Equity Issuances by any Loan Party to and for the benefit of a Loan Party and that are subject to the Administrative Agent's Prior Security Interest therein and otherwise comply with the Security Agreement, (b) any Equity Issuance by the Borrower and (c) any issuance of warrants or options for Equity Interests, stock appreciation rights or similar equity or equity-based awards of the Borrower to directors, officers or employees of the Borrower or any of its Subsidiaries pursuant to incentive, compensation or employee benefit plans established in the ordinary course of business and any such Equity Interests of the Borrower issued upon the exercise of such warrants or options.

7.14 **Changes in Organizational Documents**. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, amend in any material respect its Organizational Documents without providing at least ten (10) Business Days' prior written notice (or such shorter notice as to which the Administrative Agent may agree in its sole discretion) to the Administrative Agent and, in the event such change would be adverse in any material respect to the interests of the Lenders as determined by the Administrative Agent in its sole discretion, obtaining the prior written consent of the Required Lenders.

7.15 **Negative Pledges; Other Inconsistent Agreements**. Each of the Loan Parties covenants and agrees that it shall not, and shall not permit any of its Subsidiaries to, enter into any agreement containing any provision which would

(a) be breached by any Borrowing by the Borrower hereunder or by the performance by the Loan Parties or their respective Subsidiaries of any of their obligations hereunder or under any other Loan Document,

(b) limit the ability of any Loan Party or any Subsidiary of any Loan Party (except any Excluded Subsidiary) to create, incur, assume or suffer to exist Liens on property of such Person,

(c) create or permit to exist or become effective any encumbrance or restriction on the ability of any Loan Party or Subsidiary of any Loan Party to (i) make Restricted Payments to any Loan Party or pay any Indebtedness owed to any Loan Party, (ii) make loans or advances to any Loan Party, (iii) transfer any of its assets or properties to any Loan Party or (iv) Guarantee the Indebtedness of any Loan Party (except any Excluded Subsidiary), or

(d) require the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person;

provided, however, that (i) the foregoing clauses (b) through (d) shall not apply to restrictions and conditions imposed by applicable Law, by this Agreement, any Negative Pledge Agreement or the Transition Services Agreement or the T-Mobile Asset Purchase Agreement and (ii) clauses (b) and (c) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.1(c) solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness.

7.16 **Material Contracts**. Each of the Loan Parties covenants and agrees that it shall not, and shall not permit any of its Subsidiaries to amend, restate, supplement, waive or otherwise modify, or terminate, cancel or revoke (prior to any scheduled date of termination) any Material Contract if such modification, termination, cancellation or revocation would reasonably be expected to result in a Material Adverse Effect, Default or Event of Default.

7.17 **Management Fees**. Each of the Loan Parties covenants and agrees that it shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, pay any management or other similar fees to any Person, except (a) legal or consulting fees paid to Persons that are not Affiliates of any Loan Party for services actually rendered and in amounts typically paid by entities engaged in a Loan Party's business and (b) management fees to Subsidiaries of up to $1,000,000 in the aggregate for all Subsidiaries who are not Loan Parties in any fiscal year.

7.18 **Borrower as a Holding Company**. The Borrower covenants and agrees that it shall not own or acquire any assets other than the Equity Interests of its direct and indirect Subsidiaries, and shall not conduct, transact or otherwise engage in any business or operations other than those incidental to its ownership of the Equity Interests of its direct and indirect Subsidiaries.

7.19 **Anti-Corruption; Anti-Terrorism; Sanctions**.

(a) None of the Loan Parties or their respective Subsidiaries, Affiliates, officers, directors, employees or authorized agents will engage in any dealings or transactions with any Sanctioned Person or in violation of any applicable Anti-Corruption Laws, Anti-Terrorism Laws or Sanctions.

(b) No Loan Party will fund all or any part of any payment under this Agreement or any other Loan Document out of proceeds knowingly derived from transactions that violate Sanctions, or with any Sanctioned Person, or with or connected to any Sanctioned Country.

VIII. FINANCIAL COVENANTS

8.1 **Maximum Total Net Leverage Ratio**. The Loan Parties shall not permit the Total Net Leverage Ratio as of the last day of any fiscal quarter to be greater than 4.25 to 1.00; provided, that to the extent that an Increased Leverage Period is in effect, then, notwithstanding the foregoing, the Total Net Leverage Ratio shall be no more than 4.75 to 1.00.

8.2 **Minimum Debt Service Coverage Ratio**. The Loan Parties shall not permit the Debt Service Coverage ratio as of the last day of any fiscal quarter to be less than 2.00 to 1.00.

IX. EVENTS OF DEFAULT

9.1 **Events of Default**. An Event of Default means the occurrence or existence of any one or more of the following events or conditions (whatever the reason therefor and whether voluntary, involuntary or effected by operation of Law):

(a) Payments Under Loan Documents. Failure by the Borrower or any other Loan Party to pay, (i) on the date on which such payment becomes due in accordance with the terms of this Agreement or any other applicable Loan Document, any principal of any Loan (including scheduled installments, mandatory prepayments or the payment due at maturity), Reimbursement Obligation or Letter of Credit Borrowing, (ii) within three (3) Business Days after such amount is due, any interest or fees owing on any Loan, Reimbursement Obligation or Letter of Credit Borrowing, or (iii) within three (3) Business Days after such amount is due, any other amount owing hereunder or under the other Loan Documents, or any other Secured Obligation;

(b) Breach of Warranty. Any representation, warranty, certification or statement of fact made or deemed made at any time by any of the Loan Parties herein or in any other Loan Document shall have been false or misleading as of the time it was made or furnished (i) as stated if such representation or warranty contains an express materiality qualification or (ii) in any material respect if such representation or warranty does not contain such qualification.

(c) Breach of Certain Covenants. Any of the Loan Parties shall default in the observance or performance of any covenant contained in Section 6.1, Section 6.2(a) and (b), Section 6.3, Section 6.5, Section 6.7, Section 6.11, Section 6.12, Section 6.15, Article VII, or Article VIII;

(d) Breach of Other Covenants. Any of the Loan Parties shall default in the observance or performance of any other covenant, condition or provision hereof or of any other Loan Document, and such default shall continue unremedied for a period of thirty (30) days after the earlier of (i) the date any Authorized Officer of any Loan Party or Subsidiary of any Loan Party knows of such default or (ii) the date of receipt by any Loan Party of notice from the Administrative Agent or the Required Lenders of such default;

(e) Defaults in Other Agreements or Indebtedness. A default or event of default shall occur at any time under the terms of any other agreement with respect to Material Indebtedness of any Loan Party or Subsidiary of any Loan Party or with respect to any Hedge Agreement of any Loan Party or Subsidiary of any Loan Party, the aggregate Hedge Termination Value of which is equal to or in excess of $25,000,000 and such breach, default or event of default (i) arises from the failure to pay (beyond any period of grace permitted with respect thereto, whether waived or not) any related Indebtedness or other credit extensions when due (whether at stated maturity, by acceleration or otherwise) or (ii) the effect of which is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, with the giving of notice and/or lapse of time, if required, the acceleration of any related Indebtedness or other credit extensions (whether or not such right shall have been waived) or the termination of any commitment to lend;

(f) Final Judgments or Orders. Any final judgments or orders for the payment of money in excess of the Threshold Amount in the aggregate shall be entered against any Loan Party or any Subsidiary of any Loan Party by a court having jurisdiction in the premises, which judgment is not discharged, satisfied, vacated, bonded or stayed pending appeal within a period of 30 days from the date of entry;

(g) Injunction. Any Loan Party or any of its respective Subsidiaries are enjoined, restrained or in any way prevented by the order of any Governmental Authority from conducting any substantial portion of the business of the Loan Parties and their Subsidiaries, taken as a whole, and such order continues for more than thirty (30) days;

(h) Expropriation. Any federal, state or local Governmental Authority expropriates or condemns any material portion of the assets of the Loan Parties and their Subsidiaries, taken as a whole, and such expropriation or condemnation causes a Material Adverse Effect;

(i) Loan Document Unenforceable. Any of the Loan Documents shall cease to be legal, valid and binding agreements enforceable against the party executing the same or such party's successors and assigns (as permitted under the Loan Documents) in accordance with the respective terms thereof or shall in any way be terminated (except in accordance with its terms) or become or be declared ineffective or inoperative or shall in any way be challenged or contested by any party thereto (other than by the Administrative Agent or any Lender) or cease to give or provide the respective Liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby;

(j) Security Interests Unenforceable. Any Lien purported to be created under any Collateral Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid or perfected Lien on any portion of the Collateral, with the priority required by the applicable Collateral Document, except (i) as a result of a release pursuant to Section 11.1(f) or (ii) as a result of the sale or other Disposition of the applicable Collateral or the release of the applicable Loan Party in a transaction permitted under the Loan Documents;

(k) Uninsured Losses; Proceedings Against Assets. There shall occur any uninsured damage to or loss, theft or destruction of any portion of the Collateral with a fair market value in excess of the Threshold Amount or the Collateral or any other of the Loan Parties' or any of their Subsidiaries' assets with a fair market value in excess of the Threshold Amount are attached, seized, levied upon or subjected to a writ or distress warrant; or such come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not cured within thirty (30) days thereafter;

(l) Events Relating to Employee Benefit Plans. (i) An ERISA Event occurs that has resulted or could reasonably be expected to result in liability of any Loan Party or any ERISA Affiliate in an aggregate amount in excess of $25,000,000 or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any contribution required to be made with respect to any Pension Plan or Multiemployer Plan in an aggregate amount in excess of $25,000,000, including any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan;

(m) Change of Control. A Change of Control shall have occurred;

(n) Insolvency Proceedings. (i) An Insolvency Proceeding shall have been instituted against any Loan Party or Subsidiary of a Loan Party and such Insolvency Proceeding shall remain undismissed or unstayed and in effect for a period of forty-five (45) consecutive days or such court shall enter a decree or order granting any of the relief sought in such Insolvency Proceeding, (ii) any Loan Party or Subsidiary of a Loan Party institutes, or takes any action in furtherance of, an Insolvency Proceeding, (iii) an order granting the relief requested in any Insolvency Proceeding (including, but not limited to, an order for relief under federal bankruptcy Laws) shall be entered, (iv) any Loan Party or Subsidiary of a Loan Party shall commence a voluntary case under, file a petition seeking to take advantage of, any

bankruptcy, insolvency, reorganization or other similar Law, domestic or foreign, (v) any Loan Party or Subsidiary of a Loan Party shall consent to or fail to contest in a timely and appropriate manner any petition filed against it in any Insolvency Proceeding, (vi) any Loan Party or Subsidiary of a Loan Party shall apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign, (vii) any Loan Party or Subsidiary of a Loan Party shall take any action to approve or authorize any of the foregoing, or (viii) any Loan Party or Subsidiary of a Loan Party ceases to be Solvent or admits in writing its inability to pay its debts as they mature;

(o) FCC and PUC Matters. Any Material License shall be cancelled, expired, revoked, terminated, rescinded, annulled, suspended or modified or shall no longer be in full force and effect; or

(p) Material Contracts. If any Loan Party shall default, past any applicable grace and cure period, under any Material Contract not otherwise described in this Section 9.1 and such default results in termination of such Material Contract.

9.2 **Consequences of Event of Default.**

(a) Events of Default Other Than Bankruptcy, Insolvency or Reorganization Proceedings. If an Event of Default specified under Section 9.1 (other than Section 9.1(n)) shall occur and be continuing, the Lenders and the Administrative Agent shall be under no further obligation to make Loans and the Issuing Lenders shall be under no obligation to issue Letters of Credit and the Administrative Agent may, and upon the request of the Required Lenders, shall (i) by written notice to the Borrower, declare the unpaid principal amount of the Loans then outstanding and all interest accrued thereon, any unpaid fees and all other Indebtedness of the Borrower to the Lenders hereunder and thereunder to be forthwith due and payable, and the same shall thereupon become and be immediately due and payable to the Administrative Agent for the benefit of each Lender without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, and (ii) require the Borrower to, and the Borrower shall thereupon, Cash Collateralize all outstanding Letters of Credit, and the Borrower hereby pledges to the Administrative Agent and the Lenders, and grants to the Administrative Agent and the Lenders a security interest in, all such cash as security for such Secured Obligations.

(b) Bankruptcy, Insolvency or Reorganization Proceedings. If an Event of Default specified under Section 9.1(n) shall occur, the Lenders shall be under no further obligations to make Loans hereunder and the Issuing Lenders shall be under no obligation to issue Letters of Credit and the unpaid principal amount of the Loans then outstanding and all interest accrued thereon, any unpaid fees and all other Indebtedness of the Borrower to the Lenders hereunder and thereunder automatically shall be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived.

(c) Set-off. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Lender, and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by such Lender, such Issuing Lender or any such Affiliate, to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or Issuing Lender or their respective Affiliates, irrespective of whether or not such Lender, Issuing

Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender or Issuing Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lenders, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, each Issuing Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, Issuing Lender or their respective Affiliates may have. Each Lender and each Issuing Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided, that the failure to give such notice shall not affect the validity of such setoff and application.

(d) Application of Proceeds. After the exercise of remedies provided for in Section 9.2 (or after the Loans have automatically become immediately due and payable and the Letter of Credit Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 9.2), any amounts received on account of the Secured Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting indemnities, expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and each Issuing Lender (including fees, charges and disbursements of counsel to the respective Lenders and each Issuing Lender and amounts payable under Article X), ratably among them in proportion to the amounts described in this clause *Second* payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Borrowings and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and each Issuing Lender in proportion to the respective amounts described in this clause *Third* payable to them;

Fourth, pro rata to the payment of (A) that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Borrowings, ratably among the Lenders and each Issuing Lender in proportion to the respective amounts described in this subclause (A) of clause *Fourth* held by them and (B) to payment or Cash Collateralization (if agreed by the applicable Loan Parties and any provider of such Secured Hedge, as applicable) of that portion of Other Liabilities then outstanding consisting of Secured Hedges applicable only to the interest rates of the Indebtedness under the Facilities, ratably among the Secured Parties providing such Secured Hedges giving rise to such Other Liabilities in proportion to the respective amounts described in this subclause (B) of clause *Fourth*;

Fifth, to the Administrative Agent for the account of each Issuing Lender, to Cash Collateralize that portion of Letter of Credit Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Sixth, to payment of all other Obligations, ratably among the Secured Parties in proportion to the respective amounts described in this clause *Sixth* held by them;

Seventh, to payment or Cash Collateralization (if agreed by the applicable Loan Parties and any provider of any Secured Bank Product or Secured Hedge, as applicable) of that portion of Other Liabilities (other than as provided in subclause (B) of clause *Fourth*) then outstanding, ratably among the Secured Parties providing the Secured Bank Products and such Secured Hedges giving rise to such Other Liabilities in proportion to the respective amounts described in this clause *Seventh* held by them; and

Last, the balance, if any, after Payment in Full of all of the Secured Obligations, to the Loan Parties or as otherwise required by Law.

Amounts used to Cash Collateralize Secured Obligations pursuant to clause *Fifth* or *Seventh* above shall be applied to satisfy drawings under such Letters of Credit as they occur or to pay such Other Liabilities as they come due, as the case may be. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired and/or after Payment in Full of the Other Liabilities, such remaining amount shall be applied to the other Secured Obligations, if any, in the order set forth above.

Amounts distributed with respect to any Secured Obligations attributable to Other Liabilities shall be equal to the lesser of (a) the applicable amount of such Other Liabilities last reported to the Administrative Agent or (b) the actual amount of such Other Liabilities as calculated by the methodology reported to the Administrative Agent for determining the amount due. The Administrative Agent shall have no obligation to calculate the amount to be distributed with respect to any such Other Liabilities, but may rely upon written notice of the amount (setting forth a reasonably detailed calculation) from the applicable Secured Party providing such Secured Bank Products or Secured Hedge. In the absence of such notice, the Administrative Agent may assume the amount to be distributed is the amount of such obligations last reported to it.

If and to the extent the Administrative Agent has received notice or other evidence that any amount claimed as a Secured Obligation is or could reasonably be determined to be an Excluded Swap Obligation with respect to any Loan Party, amounts received from such Loan Party or its assets shall not be applied to such Excluded Swap Obligations with respect to such Loan Party, and adjustments shall be made with respect to amounts received from other Loan Parties and their assets as the Administrative Agent may determine, in consultation with or at the direction of, the Lenders to be equitable (which may include, without limitation, the purchase and sale of participation interests) so that, to the maximum extent practical, the benefit of all amounts received from the Loan Parties and their assets are shared in accordance with the allocation of recoveries set forth above that would apply if the applicable Swap Obligations were not Excluded Swap Obligations. Each Loan Party acknowledges and consents to the foregoing.

X. THE ADMINISTRATIVE AGENT

10.1 **Appointment and Authority**. Each of the Lenders and each Issuing Lender (on behalf of itself and each of its Affiliates) hereby irrevocably appoints CoBank to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative

Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article X are solely for the benefit of the Administrative Agent, the Lenders, the Affiliates of the Lenders who are Secured Parties and each Issuing Lender, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

10.2 **Rights as a Lender**. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

10.3 **No Fiduciary Duty**. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided, that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may affect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

10.4 **Exculpation.**

(a) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.1 and 9.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-

appealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Administrative Agent by the Borrower, a Lender or an Issuing Lender.

(b) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

10.5 **Reliance by the Administrative Agent**. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the applicable Issuing Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Lender unless the Administrative Agent shall have received notice to the contrary from such Lender or Issuing Lender prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

10.6 **Delegation of Duties**. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article X shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the Facilities as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub agents.

10.7 **Filing Proofs of Claim**. In case of the pendency of any proceedings under any Debtor Relief Law or any other judicial proceeding relating to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand therefor) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the owing and unpaid principal and interest in respect to the Secured Obligations and to file such other documents as may be necessary or

advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Issuing Lenders and the Administrative Agent under Sections 2.7, 2.10(b), 3.5 and 11.3) allowed in such proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the Issuing Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.7, 2.10(b), 3.5 and 11.3.

10.8 **Resignation of the Administrative Agent**. The Administrative Agent may at any time give notice of its resignation to the Lenders, each Issuing Lender and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor Administrative Agent. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the Issuing Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided, that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then the Administrative Agent's resignation shall nonetheless become effective in accordance with such notice and (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the Issuing Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity payments owed to the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each Issuing Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 10.8. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent), and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article X and Section 11.3 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Any resignation by CoBank as Administrative Agent pursuant to this Section shall also automatically constitute its resignation as an Issuing Lender and the Swing Line Lender, with replacement

of the Administrative Agent as an Issuing Lender and Swing Line Lender conducted in accordance with Section 10.9 below.

10.9 **Resignation of Swing Line Lender or Issuing Lender**. The Swing Line Lender or an Issuing Lender may at any time give notice of its resignation to the Lenders, the Administrative Agent and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with approval from the Borrower (so long as no Event of Default has occurred and is continuing) to appoint a successor Swing Line Lender or Issuing Lender, such approval not to be unreasonably withheld or delayed. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Swing Line Lender or Issuing Lender (as applicable) gives notice of its resignation, then the Administrative Agent may on behalf of the Lenders, appoint a successor Swing Line Lender or Issuing Lender (as applicable); provided, that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and the retiring Swing Line Lender or Issuing Lender (as applicable) shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the retiring Swing Line Lender or Issuing Lender (as applicable) on behalf of the Lenders or the Swing Line Lender or Issuing Lender under any of the Loan Documents, the retiring Swing Line Lender or Issuing Lender (as applicable) shall continue to hold such collateral security until such time as a successor Swing Line Lender or Issuing Lender (as applicable) is appointed). Upon the acceptance of a successor's appointment as a Swing Line Lender or Issuing Lender (as applicable) hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Swing Line Lender or Issuing Lender (as applicable), and the retiring Swing Line Lender or Issuing Lender (as applicable) shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Swing Line Lender or Issuing Lender (as applicable) shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Swing Line Lender's or Issuing Lender's (as applicable) resignation hereunder and under the other Loan Documents as a Swing Line Lender or Issuing Lender, as applicable, the provisions of Section 11.3 (and Article X if the Administrative Agent is the resigning Issuing Lender and Swing Line Lender) shall continue in effect for the benefit of such retiring Swing Line Lender or Issuing Lender (as applicable), its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Swing Line Lender or Issuing Lender (as applicable) was acting as the Swing Line Lender or Issuing Lender (as applicable).

In addition to the foregoing requirements, upon the acceptance of a successor's appointment as Issuing Lender hereunder, the successor Issuing Lender shall issue letters of credit in substitution for the Letters of Credit issued by the retiring Issuing Lender, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring Issuing Lender to effectively assume the obligations of the retiring Issuing Lender with respect to such Letters of Credit.

10.10 **Non-Reliance on the Administrative Agent and Other Lenders**. Each Lender and the Issuing Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each Issuing Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Each Lender represents and warrants that (a) the Loan

Documents set forth the terms of a commercial lending facility and (b) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender for the purpose of making, acquiring or holding commercial loans set forth herein as may be applicable to such Lender, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender agrees not to assert a claim in contravention of the foregoing. Each Lender represents and warrants that it is sophisticated with respect to decisions to make, acquire or hold commercial loans, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire or hold such commercial loans, is experienced in making, acquiring or holding such commercial loans.

10.11 **Enforcement**. By its acceptance of the benefits of this Agreement and the other Loan Documents, each Secured Party agrees that (a) the Loan Documents may be enforced only by the Administrative Agent, subject to Section 11.2, (b) no Secured Party shall have any right individually to enforce or seek to enforce this Agreement or the other Loan Documents or to realize upon any Collateral or other security given to secure the payment and performance of the Obligations and (c) no Secured Party has any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender or an Issuing Lender and, in such case, only to the extent expressly provided in the Loan Documents.

10.12 **No Other Duties, ~~etc~~Etc**. Anything herein to the contrary notwithstanding, none of the agents listed on the cover page or signature pages hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Lender hereunder.

10.13 **Authorization to Release Collateral and Loan Parties.**

(a) The Secured Parties irrevocably authorize the Administrative Agent, at its option and in its discretion,

(i) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (x) upon termination of all Commitments and Payment In Full of all Secured Obligations (other than contingent indemnification obligations as to which no claim has been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit and Other Liabilities as to which other arrangements satisfactory to the Administrative Agent and the applicable Lender or Issuing Lender on behalf of itself or its Affiliates shall have been made), (y) that is Disposed of or to be Disposed of as part of or in connection with any sale or other Disposition permitted under the Loan Documents, or (z) subject to Section 11.1, if approved, authorized or ratified in writing by the Required Lenders;

(ii) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.1(d); and

(iii) to release any Guarantor from its obligations under the Loan Documents if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or

items of property, or to release any Guarantor from its obligations under the Loan Documents pursuant to this Section 10.13.

(b) The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

10.14 **Compliance with Flood Laws**. CoBank has adopted internal policies and procedures that address requirements placed on federally regulated lenders under the Flood Laws. CoBank, as administrative agent or collateral agent on a syndicated facility, will post on the applicable electronic platform (or otherwise distribute to each lender in the syndicate) documents that it receives in connection with the Flood Laws. However, CoBank reminds each lender and participant in the facility that, pursuant to the Flood Laws, each federally regulated lender (whether acting as a lender or participant in the facility) is responsible for assuring its own compliance with the flood insurance requirements.

10.15 **No Reliance on the Administrative Agent's Customer Identification Program**. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Administrative Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA Patriot Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "**CIP Regulations**"), or any other Anti-Terrorism Law, Anti-Corruption Law, or Sanctions, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (a) any identity verification procedures, (b) any recordkeeping, (c) comparisons with government lists, (d) customer notices or (e) other procedures required under the CIP Regulations or such other Laws.

10.16 **Affiliates as Secured Parties**. To the extent any Affiliate of a Lender is a party to a Secured Hedge or a Secured Bank Product and thereby becomes a beneficiary of the Liens pursuant to any Collateral Document for so long as such Lender remains a Lender, such Affiliate of a Lender shall be a Secured Party and shall be deemed to appoint the Administrative Agent its nominee and agent to act for and on behalf of such Affiliate in connection with such Collateral Document and to be bound by the terms of this Article X and the other provisions of this Agreement.

10.17 **Certain ERISA Matters.**

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Joint Lead Arrangers or the Bookrunner and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) Section 10.17(a)(i) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant as provided in Section 10.17(a)(iv), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Joint Lead Arrangers and the Bookrunner and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent the Joint Lead Arrangers and the Bookrunner and their respective Affiliates, are not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto)

10.18 **Rate Disclaimer**. The Administrative Agent does not warrant or accept responsibility for, and each of the parties to this Agreement hereby acknowledge and agree (for the benefit of the Administrative Agent) that the Administrative Agent shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to ~~rates in the definition of "LIBOR Rate" or "Adjusted LIBOR Rate", "Term SOFR", "Daily Simple SOFR", or any other SOFR-based replacement rate,~~the Alternate Base Rate, any Benchmark, or any component definition thereof or rates ~~referenced~~referred to in the definition thereof, or any alternative, ~~comparable or~~ successor or replacement rate thereto (including any ~~then-current Benchmark or any~~ Benchmark Replacement), including whether the composition or characteristics of any such alternative, ~~comparable or~~ successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Alternate Base Rate, any initial Benchmark or any other Benchmark~~, (~~ or Benchmark Replacement prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes~~, or (c) any potential non-compliance with applicable Laws (including, without limitation, to the extent applicable, the Regulation (EU) 2016/1011 of the European Parliament and of the~~

~~Council, as amended) in the methodology for calculating the LIBOR Rate as set forth in the definition thereof.~~. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Alternate Base Rate, or any Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Alternate Base Rate, any initial Benchmark or any other Benchmark or Benchmark Replacement, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

XI. MISCELLANEOUS

11.1 **Modifications, Amendments or Waivers**. With the written consent of the Required Lenders, the Administrative Agent, acting on behalf of all the Lenders, and the Borrower, on behalf of the Loan Parties, may from time to time enter into written agreements amending or changing any provision of this Agreement or any other Loan Document or the rights of the Lenders or the Loan Parties hereunder or thereunder, or may grant written waivers or consents hereunder or thereunder. Any such agreement, waiver or consent made with such written consent shall be effective to bind all the Lenders and the Loan Parties; provided, that no such agreement, waiver or consent may be made that will:

(a) extend or increase the Commitment of any Lender (or reinstate any obligation to make Loans terminated pursuant to Section 9.2) without the written consent of such Lender whose Commitment is being extended or increased (it being understood and agreed that a waiver of any condition precedent set forth in Section 4.1 or Section 4.2 or of any Default, Event of Default, mandatory prepayment or a mandatory reduction in Commitments is not considered an extension or increase in Commitments of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for any payment (including mandatory prepayment of a Revolving Overadvance or a Term Overadvance but excluding other mandatory prepayments of principal, interest, fees or other amounts due to the Lenders (or any of them) or any scheduled or mandatory reduction of the Commitments hereunder or under any other Loan Document) without the written consent of each Lender entitled to receive such payment or whose Commitments are to be reduced, it being understood that the waiver of any mandatory prepayment of Loans (or any definition relating thereto), other than a mandatory prepayment of a Revolving Overadvance or a Term Overadvance, shall not constitute a postponement of any date scheduled for the payment of principal or interest;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Borrowing or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; provided, however, that only the consent of the Required Lenders shall be necessary (i) to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate or (ii) to amend any financial covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or to reduce any fee payable hereunder;

(d) change Section 2.14 or Section 9.2(d) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender directly affected thereby;

(e) change any provision of this Section 11.1 or the definition of "Required Lenders" without the written consent of each Lender directly affected thereby;

(f) except in connection with a transaction permitted under Section 7.7 or 7.8, release all or substantially all of the Collateral without the written consent of each Lender whose Obligations are secured by such Collateral; or

(g) release the Borrower without the consent of each Lender, or, except in connection with a transaction permitted under Section 7.7 or 7.8, all or substantially all of the value of the Guaranty provided pursuant to Article XII of this Agreement without the written consent of each Lender whose Secured Obligations are guaranteed thereby, except to the extent such release is permitted pursuant to Section 10.13 (in which case such release may be made by the Administrative Agent acting alone);

provided, that,

(i) no agreement, waiver or consent that would modify the interests, rights or obligations of the Administrative Agent, the Swing Line Lender or an Issuing Lender may be made without the written consent of such Administrative Agent, the Swing Line Lender or such Issuing Lender, as applicable,

(ii) only the consent of the Administrative Agent and any other Lender party thereto shall be required for any amendment to the Fee Letter,

(iii) the Schedules to this Agreement and the Annexes to the Security Agreement may be modified as provided in and subject to the terms described in Section 6.1(e)(x),

(iv) [reserved],

(v) [reserved],

(vi) [reserved],

(vii) any agreement, waiver or consent that by its terms would modify the interests, rights or obligations of one Class of Lenders (but not of any other Class of Lenders) may be effected by an agreement, waiver or consent in writing entered into by the Borrower and the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section 11.1 if such Class of Lenders was the only Class of Lenders hereunder at such time,

(viii) this Agreement may be amended as contemplated by Section 2.1(g) in connection with the addition of any Tranche of Incremental Term Loans under the Incremental Term Loan Facility with the consent of the Borrower, the Additional Incremental Term Lenders (if any), the existing Lenders providing such Tranche of Incremental Term Loans (if any) and the Administrative Agent and

(ix) other than as expressly provided in this Agreement, no waiver of any condition precedent set forth in Section 4.2 may be made without the consent of the Class of Lenders holding Commitments under the requested Facility that would be required to consent under this Section 11.1 if such Class of Lenders was the only Class of Lenders hereunder at such time; and

provided, further, that, if in connection with any proposed waiver, amendment or modification referred to in Sections 11.1(a) through 11.1(g) above, the consent of the Required Lenders is obtained but the consent of

one or more of such other Lenders whose consent is required is not obtained (each a "**Non-Consenting Lender**"), then the Borrower shall have the right to replace any such Non-Consenting Lender with one or more replacement Lenders pursuant to Section 3.6.

No Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of such Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects such Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding anything to the contrary contained herein, if, following the Closing Date, the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to this Agreement or any other Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof. It is understood that posting such amendment electronically on SyndTrak or another relevant website with notice of such posting by the Administrative Agent to the Required Lenders shall be deemed adequate receipt of notice of such amendment.

11.2 **No Implied Waivers; Cumulative Remedies**. No course of dealing and no delay or failure of the Administrative Agent, an Issuing Lender or any Lender in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall affect any other or future exercise thereof or operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or of any other right, power, remedy or privilege. The rights and remedies of the Administrative Agent and the Lenders under this Agreement and any other Loan Documents are cumulative and not exclusive of any rights or remedies that they would otherwise have.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at Law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent for the benefit of the Secured Parties; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) an Issuing Lender or the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as Issuing Lender or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 9.2 (subject to the terms of Section 2.14), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party in any Insolvency Proceedings.

11.3 **Expenses; Indemnity; Damage Waiver.**

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable and documented out of pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable and documented fees, charges and disbursements of counsel for the Administrative Agent) in connection

with the syndication of the Facilities, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out of pocket expenses incurred by each Issuing Lender in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (iii) all out of pocket expenses incurred by the Administrative Agent, any Lender or any Issuing Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or any Issuing Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and each Issuing Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the documented fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower or any other Loan Party), other than such Indemnitee and its Related Parties, arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. This Section 11.3(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages and other similar amounts arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under clause (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), any Issuing Lender, the Swing Line Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such Issuing Lender, the Swing Line Lender or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's Pro Rata Share at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); provided, that with respect to such unpaid amounts owed to any Issuing Lender or Swing Line Lender solely in its capacity as such, only the Revolving Lenders shall be required to pay such unpaid amounts, such payment to be made

severally among them based on such Revolving Lenders' Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought); and provided, further, that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), such Issuing Lender or the Swing Line Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), such Issuing Lender or the Swing Line Lender in connection with such capacity.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, none of the Loan Parties shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in Section 11.3(b) shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable not later than ten (10) days after written demand therefor.

(f) Survival. Each party's obligations under this Section 11.3 shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, any Issuing Lender, Swing Line Lender or Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

11.4 **Notices; Effectiveness; Electronic Communication.**

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile (i) if to a Lender, at its address (or facsimile number) set forth in its Administrative Questionnaire or (ii) if to any other Person, to it at its address (or facsimile number) set forth on Schedule 1.1(A). Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications, to the extent provided in clause (b) below, shall be effective as provided in said clause (b).

(b) Electronic Communications. Notices and other communications to the Lenders and each Issuing Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided, that the foregoing shall not apply to notices to any Lender or Issuing Lender pursuant to Article II if such Lender or Issuing Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by

electronic communications pursuant to procedures approved by it; provided, that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided, that for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) Change of Address, etc. Any party hereto may change its address, facsimile number or e-mail address, if applicable, for notices and other communications hereunder by notice to the other parties hereto.

(d) Platform.

(i) Each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Issuing Lenders and the other Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "**Platform**").

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "**Agent Parties**") have any liability to the Borrower or the other Loan Parties, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party's or the Administrative Agent's transmission of communications through the Platform. "**Communications**" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent, any Lender or Issuing Lender by means of electronic communications pursuant to this Section, including through the Platform.

11.5 **Severability**. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

11.6 **Duration; Survival**. All representations and warranties of the Loan Parties contained herein or made in connection herewith shall survive the execution and delivery of this Agreement, the

completion of the transactions hereunder and the Termination Date. All covenants and agreements of the Borrower contained herein relating to the payment of principal, interest, premiums, additional compensation or expenses and indemnification, including those set forth in the Notes, Article II, Article III, Section 11.3 or any other provision of any Loan Document, the agreement of the Lenders set forth in Section 11.3(c), and the agreements of the Loan Parties set forth in Section 11.10 or any other provision of any Loan Documents shall survive the Termination Date and shall protect the Administrative Agent, the Lenders and any other Indemnitees against events arising after such termination as well as before. All other covenants and agreements of the Loan Parties shall continue in full force and effect from and after the date hereof and until the Termination Date.

11.7 **Successors and Assigns.**

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of this Section, (ii) by way of participation in accordance with the provisions of this Section 11.7, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of this Section 11.7 (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in this Section 11.7 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, each Issuing Lender and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment, all participations in Letters of Credit and Swing Line Loans and the Loans at the time owing to it); provided, that (in each case and with respect to any Facility) any such assignment shall be subject to the following conditions:

(i) *Minimum Amounts.*

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it (in each case with respect to any Facility) or contemporaneous assignments to related Approved Funds that equal at least the amount specified in clause (B) below in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in clause (i)(A) of this clause (b), the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "**Trade Date**" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000, in the case of any assignment in respect of the Revolving Credit Facility, or $5,000,000, in the case of any assignment in respect of the Term Loan A-1 Facility, the Term Loan A-2 Facility or any Tranche of the Incremental Term Loan Facility, unless each of the Administrative Agent and, so long as no Event of

Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) *Proportionate Amounts*. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis.

(iii) *Required Consents*. No consent shall be required for any assignment except to the extent required by clause (b)(i)(B) of this Section 11.7 and in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided, that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof and provided, further, that the Borrower's consent shall not be required during the primary syndication of the Facilities;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) the Revolving Credit Facility or any unfunded Commitments with respect to the Term Loan A-1 Facility, the Term Loan A-2 Facility or any Tranche of the Incremental Term Loan Facility if such assignment is to a Person that is not a Lender with a Commitment in respect of such Facility or Tranche of such Facility, an Affiliate of such Lender or an Approved Fund with respect to such Lender, or (ii) any Term Loans or Incremental Term Loan to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the consent of each Issuing Lender and the Swing Line Lender shall be required for any assignment in respect of the Revolving Credit Facility.

(iv) *Assignment and Assumption*. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500; provided, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) *No Assignment to Certain Persons*. No such assignment shall be made to (A) the Borrower or any of the Borrower's Affiliates or Subsidiaries or (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (v).

(vi) *No Assignment to Natural Persons*. No such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned or operated for the primary benefit of, a natural Person).

(vii) *Certain Additional Payments*. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution

thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, each Issuing Lender, the Swing Line Lender and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.1, 3.2, 3.5 and 11.3(b) with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.7(d) below.

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in Greenwood Village, Colorado a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or a holding company, investment vehicle or trust for, or owned or operated for the primary benefit of, a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Issuing Lenders and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be

responsible for the indemnity under Section 11.3(c) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided, that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in Sections 11.1(a) through (g) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.1, 3.2 (subject to the requirements and limitations therein, including the requirements under Section 3.2 (it being understood that the documentation required under Section 3.2 shall be delivered to the participating Lender)), 3.5 and 11.3 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 11.7; provided, that such Participant (A) agrees to be subject to the provisions of Section 3.6 as if it were an assignee under clause (b) of this Section 11.7; and (B) shall not be entitled to receive any greater payment under Section 3.1 or 3.2, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 3.6 with respect to any Participant. To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 9.2(c) as though it were a Lender; provided, that such Participant agrees to be subject to Section 2.14 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); provided, that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register. CoBank reserves the right to assign or sell participations in all or part of its Commitments or outstanding Loans hereunder on a non-patronage basis.

Notwithstanding the preceding paragraph, any Participant that is a Farm Credit Lender or the Federal Agricultural Mortgage Corporation that (i) has purchased a participation ~~in a minimum amount of $5,000,000 on or after the Closing Date~~, (ii) has been designated as being entitled to be accorded the rights of a voting Participant (a "**Voting Participant**") in a written notice (a "**Voting Participant Notice**") sent by the relevant Lender (including any existing Voting Participant) to the Borrower and Administrative Agent and (iii) receives, prior to becoming a Voting Participant, the written consent of the Borrower (unless a Default or Event of Default shall have occurred and is continuing under the Loan Documents) and the Administrative Agent (such Borrower and Administrative Agent consent to be required only to the extent and under the circumstances it would be required if such Voting Participant were to become a Lender pursuant to an assignment in accordance with Section 11.7(b) and such consent is not required for an assignment to an existing Voting Participant), or is specified as a Voting Participant as of the Closing Date, shall be entitled to vote as if such Voting Participant were a Lender on all matters subject to a vote by Lenders, and the voting rights of the selling Lender (including any existing Voting Participant) shall be

correspondingly reduced, on a dollar-for-dollar basis. Each Voting Participant Notice shall include, with respect to each Voting Participant, the information that would be included by a prospective Lender in an Assignment and Assumption. Notwithstanding the foregoing, each Farm Credit Lender designated as a Voting Participant in Schedule 11.7 and, if applicable, the Federal Agricultural Mortgage Corporation shall be a Voting Participant without delivery of a Voting Participation Notice. The selling Lender (including any existing Voting Participant) and the purchasing Voting Participant shall notify the Administrative Agent within three (3) Business Days of any termination, reduction or increase of the amount of, such participation. The Administrative Agent shall be entitled to conclusively rely on information contained in Voting Participant Notices and all other notices delivered pursuant hereto. The voting rights of each Voting Participant are solely for the benefit of such Voting Participant and shall not inure to any assignee or participant of such Voting Participant that is not a Farm Credit Lender or the Federal Agricultural Mortgage Corporation.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided, that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

11.8 **Confidentiality**. Each of the Administrative Agent, the Lenders and each Issuing Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by applicable Laws or by any subpoena or similar legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder; (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the Facilities or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Facilities; (h) with the consent of the Borrower; or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, or (y) becomes available to the Administrative Agent, any Lender, any Issuing Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower.

For purposes of this Section, "**Information**" means all information received from the Borrower or any of its Subsidiaries relating to the Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any Issuing Lender on a nonconfidential basis prior to disclosure by the Borrower or any of its Subsidiaries; provided, that in the case of information received from the Borrower or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of

care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

In addition to the foregoing, the Administrative Agent and the Borrower hereby agree that, with the prior written consent of the Borrower (such consent not to be unreasonably conditioned, withheld or delayed), the Administrative Agent may, in its discretion, place advertisements in financial and other newspapers and periodicals, and on a home page or similar place for dissemination of information on the Internet or worldwide web. The Borrower hereby agrees that each of the Administrative Agent and the Joint Lead Arrangers may, in its discretion and without any additional consent of or notice to the Borrower or any other Person, circulate and/or publish similar promotional materials after the Closing Date in the form of a "tombstone" or otherwise describing the names and including the logo(s) of the Borrower and its affiliates (or any of them), and/or the amount, type and Closing Date. All such advertisements and promotional materials shall be at the Administrative Agent's or such Joint Lead Arranger's expense, as applicable.

11.9 **Counterparts; Integration; Effectiveness.**

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the Fee Letter and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Article IV, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of ~~Assignments~~Loan Documents. The words "execution," "signed," "signature," and words of like import in this Agreement and the other Loan Documents (including any Assignment and Assumption) shall be deemed to include electronic signatures or ~~the keeping of~~electronic records ~~in electronic form~~, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

11.10 **Choice of Law; Submission to Jurisdiction; Waiver of Venue; Service of Process; Waiver of Jury Trial.**

(a) Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Law of the State of New York without regard to conflicts of law principles that require or permit application of the Laws of any other state or jurisdiction.

(b) SUBMISSION TO JURISDICTION. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF

NEW YORK SITTING IN NEW YORK, NEW YORK AND OF THE UNITED STATES DISTRICT COURT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 11.10. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT TO ASSERT ANY SUCH DEFENSE.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.4. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.11 **USA Patriot Act Notice**. Each Lender that is subject to the USA Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies Loan Parties that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that

identifies the Loan Parties, which information includes the name and address of Loan Parties and other information that will allow such Lender or Administrative Agent, as applicable, to identify the Loan Parties in accordance with the USA Patriot Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions, including the USA PATRIOT Act.

11.12 **Payments Set Aside**. To the extent any Loan Party makes a payment or payments to the Administrative Agent for the ratable benefit of the Lenders or Secured Parties or the Administrative Agent receives any payment or proceeds of the Collateral which payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any Insolvency Proceeding, other applicable Law or equitable cause, then, to the extent of such payment or proceeds repaid, the Secured Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or proceeds had not been received by the Administrative Agent.

11.13 **Secured Bank Products and Secured Hedge Agreements**. No Secured Party (other than the Administrative Agent) that obtains the benefit of the Guaranty set forth in Article XII or of any security interest in any of the Collateral shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document (including the release, impairment or modification of any Guarantors' Obligations or security therefor) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. No provider of any Secured Hedge or any Secured Bank Product shall have any voting rights hereunder or under any other Loan Document in its capacity as the provider of such Secured Hedge or Secured Bank Product. Notwithstanding any other provision of this Agreement to the contrary, the Administrative Agent shall only be required to verify the payment of, or that other reasonably satisfactory arrangements have been made with respect to, the Secured Obligations arising with respect to Secured Bank Products and Secured Hedges to the extent the Administrative Agent has received written notice of such Secured Obligations, together with such supporting documentation as it may request, from the applicable Secured Party. Each Secured Party not a party to this Agreement that obtains the benefit of this Agreement or any other Loan Document shall be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of this Agreement, and acknowledges and agrees that the Administrative Agent is and shall be entitled to all the rights, benefits and immunities conferred under this Agreement with respect to each such Secured Party.

11.14 **Interest Rate Limitation**. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.15 **FCC and PUC Compliance**. Notwithstanding anything to the contrary in this Agreement and the other Loan Documents, no party hereto or thereto shall take any action under this Agreement or the other Loan Documents that would constitute or result in an assignment of any License, or a change of

control or action of any Loan Party or Subsidiary directly or indirectly holding a License or other action, to the extent that such assignment or change of control would require the prior approval by the FCC under the Communications Act and/or any applicable PUC under the PUC Laws without first obtaining such required approval.

Upon any action to commence the exercise of remedies hereunder or under the other Loan Documents, each Loan Party hereby undertakes and agrees on behalf of itself, the other Loan Parties, and the Subsidiaries of any Loan Party, to cooperate and join with the Administrative Agent, and cause the other Loan Parties and the Subsidiaries of any Loan Party, to cooperate and join with the Administrative Agent, in any application to any Governmental Authority with respect theretowhich may be required in order to permit the Administrative Agent to exercise its rights and remedies under the Loan Documents and to provide such assistance in connection therewith as the Administrative Agent may request, including the preparation of, consenting to or joining in of filings and appearances of officers and employees of any Loan Party or any Subsidiary of any Loan Party before such Governmental Authority, in each case in support of any such application made by the Administrative Agent; provided, however, that nothing herein shall be construed to require any of the Loan Parties nor any of the Subsidiaries of any Loan Party to, directly or indirectly, violate any terms or conditions of any License. The obligation of the Loan Parties to make all payments required to be made under this Agreement or any other Loan Document shall be absolute and unconditional and independent of any action by the PUC or the FCC with respect to rates and/or disallowance of debt; provided, however, in the event any portion of the Secured Obligations are disallowed under applicable Law or by action of the FCC or any PUC, then such disallowance shall be limited to the specific Loan Parties and Loan amounts impacted by such FCC or PUC action or required by applicable Law.

11.16 **Keepwell**. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each other Loan Party as may be needed by such Loan Party from time to time to honor all of its obligations under this Agreement and the other Loan Documents to which it is a party with respect to Swap Obligations permitted under this Agreement that would, in the absence of the agreement in this Section 11.16, otherwise constitute Excluded Swap Obligations (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering the Guarantors' Obligations and undertakings under this Section of such Qualified ECP Guarantor voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations, undertakings and guaranty of the Qualified ECP Guarantors under this Section 11.16 shall remain in full force and effect until the Termination Date. The Borrower and the Qualified ECP Guarantors intend this Section 11.16 to constitute, and this Section 11.16 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Loan Party for all purposes of the Commodity Exchange Act.

11.17 **No Advisory or Fiduciary Responsibility**. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) no fiduciary, advisory or agency relationship between the Borrower and its Subsidiaries and any Joint Lead Arranger, the Bookrunner, the Administrative Agent or any Lender is intended to be or has been created in respect of the transactions contemplated hereby or by the other Loan Documents, irrespective of whether any arranger, any Joint Lead Arranger, the Bookrunner, the Administrative Agent or any Lender has advised or is advising the Borrower or any Subsidiary on other matters, (ii) the arranging and other services regarding this Agreement provided by the Joint Lead Arrangers, the Bookrunner, the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Joint Lead Arrangers, the Bookrunner, the Administrative Agent and the Lenders, on the other hand, (iii) the Borrower

has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; and (b) (i) the Joint Lead Arrangers, the Bookrunner, the Administrative Agent and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person; (ii) none of the Joint Lead Arrangers, the Bookrunner, the Administrative Agent and the Lenders has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Joint Lead Arrangers, the Bookrunner, the Administrative Agent and the Lenders and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Joint Lead Arrangers, the Bookrunner, the Administrative Agent and the Lenders has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by Law, the Borrower hereby waives and releases any claims that it may have against any of the Joint Lead Arrangers, the Bookrunner, the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.18 **Acknowledgement and Consent to Bail-In of Affected Financial Institutions**. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

11.19 **Recovery of Erroneous Payments**. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender or the Issuing Lender (each, a "**Lender Party**"), whether or not in respect of an Obligation due and owing by the Borrowers at such time (any such payment, an "**Erroneous Payment**"), then in any such event, each Lender Party receiving an Erroneous Payment severally agrees to repay to the Administrative Agent promptly upon demand the Erroneous Payment received by such Lender Party in immediately available funds (and in the currency so received), with interest thereon for each day from and including the date such Erroneous Payment is received by it to but excluding the date of payment to the Administrative Agent, at

the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Lender Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Erroneous Payment. The Administrative Agent shall inform each Lender Party promptly upon determining that any payment made to such Lender Party comprised, in whole or in part, an Erroneous Payment (and such determination shall be conclusive absent manifest error).

11.20 **Acknowledgement Regarding any Supported QFCs**. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support "**QFC Credit Support**" and each such QFC, a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 11.20, the following terms shall have the following meanings:

(i) "**BHC Act Affiliate**" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)).

(ii) "**Covered Entity**" means any of the following:

(A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(iii) "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

(iv) "**QFC**" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

XII. GUARANTY

12.1 **Guaranty**. Each Guarantor (excluding Shenandoah Cable, solely to the extent and only for so long as the guarantee provided for in this Article XII by Shenandoah Cable is permitted only upon receipt of a Cable Television Consent that has not yet been obtained) hereby jointly and severally, unconditionally, absolutely, continually and irrevocably guarantees to the Administrative Agent for the benefit of the Secured Parties the payment and performance in full of the Guaranteed Liabilities. For all purposes of this Article XII, notwithstanding the foregoing, the liability of each Guarantor individually with respect to its Guarantors' Obligations shall be limited to an aggregate amount equal to the Maximum Guarantor Liability. Each Guarantor agrees that it is jointly and severally, directly and primarily liable (subject to the limitation in the immediately preceding sentence) for the Guaranteed Liabilities. The Guarantors' Obligations are secured by various Collateral.

12.2 **Payment**. If the Borrower or any other Loan Party shall default in payment or performance of any of the Guaranteed Liabilities, whether principal, interest, premium, indemnification obligations, fees (including, but not limited to, attorney's fees and expenses), expenses or otherwise, when and as the same shall become due, and after expiration of any applicable grace period, whether according to the terms of this Agreement, by acceleration, or otherwise, or upon the occurrence and during the continuance of any Event of Default, then any or all of the Guarantors will, upon demand thereof by the Administrative Agent, (i) fully pay to the Administrative Agent, for the benefit of the Secured Parties, an amount equal to all the Guaranteed Liabilities then due and owing or declared or deemed to be due and owing, including for this purpose, in the event of any Event of Default under Section 9.1(n) (and irrespective of the applicability of any restriction on acceleration or other action as against any other Loan Party in any Insolvency Proceeding), the entire outstanding or accrued amount of all Secured Obligations or (ii) perform such Guaranteed Liabilities, as applicable. For purposes of this Section 12.2, the Guarantors acknowledge and agree that "**Guaranteed Liabilities**" shall be deemed to include any amount (whether principal, interest, premium, fees, expenses, indemnification obligations and/or any other payment obligation of any kind or nature) which would have been accelerated in accordance with Section 9.2 but for the fact that such acceleration could be unenforceable or not allowable in any Insolvency Proceeding or otherwise under any applicable Law. Notwithstanding anything herein to the contrary, upon the occurrence and continuation of an Event of Default, then notwithstanding any Collateral or other direct or indirect security or credit support for the Guaranteed Liabilities, at the Administrative Agent's election and without notice thereof or demand therefor, each of the Guaranteed Liabilities and the Guarantors' Obligations shall immediately be and become due and payable.

12.3 **Absolute Rights and Obligations**. This is a guaranty of payment and not of collection. The Guarantors' Obligations under this Article XII shall be joint and several, absolute and unconditional irrespective of, and each Guarantor hereby expressly waives, to the extent not otherwise expressly prohibited by applicable Law, any defense to its obligations under this Article XII and all other Loan Documents to which it is a party by reason of:

(a) any lack of legality, validity or enforceability of this Agreement, or any of the Notes, or any other Loan Document, or of any other agreement or instrument creating, providing security for, or otherwise relating to any of the Guarantors' Obligations, any of the Guaranteed Liabilities, or any other guaranty of any of the Guaranteed Liabilities (the Loan Documents, the documentation with respect to any Other Liabilities and all such other agreements and instruments being collectively referred to as the "**Related Agreements**");

(b) any action taken under any of the Related Agreements, any exercise of any right or power therein conferred, any failure or omission to enforce any right conferred thereby, or any waiver of any covenant or condition therein provided;

(c) any acceleration of the maturity of any of the Guaranteed Liabilities, of the Guarantors' Obligations of any other Guarantor, or of any other obligations or liabilities of any Person under any of the Related Agreements;

(d) any release, exchange, non-perfection, lapse in perfection, disposal, deterioration in value, or impairment of any security for any of the Guaranteed Liabilities, for any of the Guarantors' Obligations of any Guarantor, or for any other obligations or liabilities of any Person under any of the Related Agreements;

(e) any change in the corporate or limited liability company existence, structure or ownership, including dissolution, of the Borrower, any Guarantor, any other Loan Party or any other party to a Related Agreement, or the combination or consolidation of the Borrower, any Guarantor, any other Loan Party or any other party to a Related Agreement into or with another entity or any transfer or Disposition of any assets of the Borrower, any Guarantor or any other Loan Party or any other party to a Related Agreement;

(f) any extension (including extensions of time for payment), renewal, amendment, restructuring or restatement of, any acceptance of late or partial payments under, or any change in the amount of any Borrowings or any Facilities available under, this Agreement, any of the Notes or any other Loan Document or any other Related Agreement, in whole or in part;

(g) the existence, addition, modification, termination, reduction or impairment of value, or release of any other guaranty (or security therefor) of the Guaranteed Liabilities (including the Guarantors' Obligations of any other Guarantor and obligations arising under any other Guaranty or any other Loan Document now or hereafter in effect);

(h) any waiver of, forbearance or indulgence under, or other consent to any change in or departure from any term or provision contained in this Agreement, any other Loan Document or any other Related Agreement, including any term pertaining to the payment or performance of any of the Guaranteed Liabilities, any of the Guarantors' Obligations of any other Guarantor, or any of the obligations or liabilities of any party to any other Related Agreement;

(i) any failure to assert any breach of or default under any Loan Document or with respect to the payment or performance of any of the Guaranteed Liabilities, any of the Guarantors' Obligations of any Guarantor, or any of the obligations or liabilities of any party to any other Related Agreement; any extensions of credit in excess of the amount committed under or contemplated by the Loan Documents, or in circumstances in which any condition to such extensions of credit has not been satisfied; any other exercise or non-exercise, or any other failure, omission, breach, default, delay, or wrongful action in connection with any exercise or non-exercise, of any right or remedy against the Borrower, any other

Loan Party or any other Person under or in connection with any Loan Document, any Related Agreement or any of the Guaranteed Liabilities or any Guarantors' Obligation; any refusal of payment or performance of any of the Guaranteed Liabilities or any Guarantors' Obligation, whether or not with any reservation of rights against any Guarantor; or any application of collections (including but not limited to collections resulting from realization upon any direct or indirect security for the Guaranteed Liabilities) to other obligations, if any, not entitled to the benefits of the Guaranty provided for in this Article XII, in preference to Guaranteed Liabilities or Guarantors' Obligations entitled to the benefits of the Guaranty provided for in this Article XII, or if any collections are applied to the payment of Guaranteed Liabilities, any application to particular Guaranteed Liabilities;

(j) any taking, exchange, amendment, modification, waiver, supplement, termination, subordination, compromise, release, surrender, loss, or impairment of, or any failure to protect, perfect, or preserve the value of, or any enforcement of, realization upon, or exercise of rights, or remedies under or in connection with, or any failure, omission, breach, default, delay, or wrongful action by the Administrative Agent or the other Secured Parties, or any of them, or any other Person in connection with the enforcement of, realization upon, or exercise of rights or remedies under or in connection with, or, any other action or inaction by the Administrative Agent or the other Secured Parties, or any of them, or any other Person in respect of, any direct or indirect security for any of the Guaranteed Liabilities. As used in this Article XII, "direct or indirect security" for the Guaranteed Liabilities, and similar phrases, includes any collateral security, guaranty, suretyship, letter of credit, capital maintenance agreement, put option, subordination agreement, or other right or arrangement of any nature providing direct or indirect assurance of payment or performance of any of the Guaranteed Liabilities, made by or on behalf of any Person;

(k) Any merger, consolidation, liquidation, dissolution, winding-up, charter revocation, or forfeiture, or other change in, restructuring or termination of the corporate structure or existence of, the Borrower, any other Loan Party or any other Person; any bankruptcy, insolvency, reorganization or similar proceeding with respect to the Borrower, any other Loan Party or any other Person; or any action taken or election made by the Administrative Agent or the other Secured Parties, or any of them (including but not limited to any election under Section 1111(b)(2) of the Bankruptcy Code), the Borrower, any other Loan Party or any other Person in connection with any such proceeding;

(l) any defense, set-off, or counterclaim which may at any time be available to or be asserted by the Borrower, any other Loan Party or any other Person with respect to any Loan Document, any of the Guaranteed Liabilities, any Guarantors' Obligation, or with respect to any Related Agreement; or any discharge by operation of Law or release of the Borrower, any other Loan Party or any other Person from the performance or observance of any Loan Document or any of the Guaranteed Liabilities or Guarantors' Obligations;

(m) any other circumstance whatsoever (with or without notice to or knowledge of any Guarantor or any other Loan Party) which might in any manner or to any extent vary the risks of such Loan Party, or might otherwise constitute a legal or equitable defense available to, or discharge of, a surety or a guarantor, including any right to require or claim that resort be had to the Borrower or any other Loan Party or to any Collateral or other security in respect of the Guaranteed Liabilities or Guarantors' Obligations.

It is the express purpose and intent of the parties hereto that this Guaranty, the Guaranteed Liabilities and the Guarantors' Obligations hereunder and under each Guarantor Joinder with respect hereto shall be absolute and unconditional under any and all circumstances and shall not be discharged except by payment and performance as herein provided.

12.4 **Maximum Liability.**

(a) Notwithstanding any provision to the contrary contained herein or in any other of the Loan Documents, to the extent any Guarantors' Obligations shall be adjudicated to be invalid or unenforceable for any reason (including because of any applicable Law relating to fraudulent conveyances or transfers) then the obligations of each such Guarantor hereunder shall be limited to the maximum amount that is permissible under applicable Law (whether federal or state and including any Debtor Relief Law). Any analysis of the provisions hereof for purposes of Laws relating to fraudulent conveyances or transfers shall take into account the contribution agreement established in Section 12.5.

(i) Each Guarantor's maximum obligations hereunder (the "**Maximum Guarantor Liability**") in any case or proceeding referred to below (but only in such a case or proceeding) shall not be in excess of:

(A) in a case or proceeding commenced by or against such Guarantor under the Bankruptcy Code on or within one year from the date on which any of the Guaranteed Liabilities are incurred, the maximum amount that would not otherwise cause the Guarantors' Obligations of such Guarantor (or any other obligations of such Guarantor to Administrative Agent, Lenders and any other Person holding any of the Guaranteed Liabilities or the Guarantors' Obligations) to be avoidable or unenforceable against such Guarantor under (x) Section 548 of the Bankruptcy Code or (y) any state fraudulent transfer or fraudulent conveyance act or statute applied in such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(B) in a case or proceeding commenced by or against such Guarantor under the Bankruptcy Code subsequent to one year from the date on which any of the Guaranteed Liabilities or Guarantors' Obligations of such Guarantor are incurred, the maximum amount that would not otherwise cause the Guarantors' Obligations of such Guarantor (or any other obligations of such Guarantor to Administrative Agent, Lenders and any other Person holding any of the Guaranteed Liabilities or the Guarantors' Obligations) to be avoidable or unenforceable against such Guarantor under any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(C) in a case or proceeding commenced by or against such Guarantor under any Debtor Relief Law other than the Bankruptcy Code, the maximum amount that would not otherwise cause the Guarantors' Obligations of such Guarantor (or any other obligations of such Guarantor to Administrative Agent, Lenders and any other Person holding any of the Guaranteed Liabilities or the Guarantors' Obligations) to be avoidable or unenforceable against such Guarantor under such Debtor Relief Law, including any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding. (The substantive state or federal Laws under which the possible avoidance or unenforceability of the Guarantors' Obligations of such Guarantor (or any other obligations of such Guarantor to Administrative Agent, Lenders and any other Person holding any of the Guaranteed Liabilities or the Guarantors' Obligations) shall be determined in any such case or proceeding shall hereinafter be referred to as the "**Avoidance Provisions**").

(ii) To the extent set forth above, but only to the extent that the Guarantors' Obligations of such Guarantor or the transfers made by such Guarantor under the Collateral Documents to which it is a party, would otherwise be subject to avoidance under any Avoidance Provisions if such Guarantor is not deemed to have received valuable consideration, fair value, fair consideration or reasonably equivalent value for such transfers or obligations, or if such transfers or the Guarantors' Obligations of such Guarantor would render such Guarantor insolvent, or leave such Guarantor with an

unreasonably small capital or unreasonably small assets to conduct its business, or cause such Guarantor to have incurred debts (or to have intended to have incurred debts) beyond its ability to pay such debts as they mature, in each case as of the time any of such Guarantors' Obligations are deemed to have been incurred and transfers made under such Avoidance Provisions, then such Guarantors' Obligations shall be reduced to that amount which, after giving effect thereto, would not cause the Guarantors' Obligations of such Guarantor (or any other obligations of such Guarantor to Administrative Agent, Lenders and any other Person holding any of the Guaranteed Liabilities or the Guarantors' Obligations), as so reduced, to be subject to avoidance under such Avoidance Provisions. This paragraph is intended solely to preserve the rights hereunder of Administrative Agent, Lenders and any other Person holding any of the Guaranteed Liabilities to the maximum extent that would not cause such Guarantors' Obligations to be subject to avoidance under any Avoidance Provisions, and neither such Guarantor nor any other Person shall have any right, defense, offset, or claim under this paragraph as against Administrative Agent, Lenders or any other Person holding any of the Guaranteed Liabilities or the Guarantors' Obligations that would not otherwise be available to such Person under the Avoidance Provisions.

(b) Each Guarantor agrees that the Guarantors' Obligations of such Guarantor may at any time and from time to time exceed the Maximum Guarantor Liability, without impairing the guaranty or any provision contained herein or affecting the rights and remedies of Administrative Agent hereunder.

12.5 **Contribution Agreement**. To the extent that any Guarantor shall be required hereunder to pay any portion of any Guaranteed Liability or Guarantors' Obligation exceeding the greater of (i) the amount of the value actually received by such Guarantor and its Subsidiaries from the Loans and other Guaranteed Liabilities and Guarantors' Obligations and (ii) the amount such Guarantor would otherwise have paid if such Guarantor had paid the aggregate amount of the Guaranteed Liabilities and Guarantors' Obligations (excluding the amount thereof repaid by Borrower) in the same proportion as such Guarantor's net worth on the date enforcement is sought hereunder bears to the aggregate net worth of all the Guarantors on such date, then such Guarantor shall be reimbursed by such other Guarantors for the amount of such excess, pro rata, based on the respective net worth of such other Guarantors on such date of enforcement. The contribution agreement in this paragraph is intended only to define the relative rights of the Guarantors and nothing set forth in this paragraph is intended to or shall impair the obligations of the Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Agreement (up to the Maximum Guarantor Liability).

12.6 **Currency and Funds of Payment**. All Guarantors' Obligations for payment will be paid in lawful currency of the United States of America and in immediately available funds, regardless of any Law now or hereafter in effect that might in any manner affect the Guaranteed Liabilities, or the rights of any Secured Party with respect thereto as against the Borrower or any other Loan Party, or cause or permit to be invoked any alteration in the time, amount or manner of payment by the Borrower or any other Loan Party of any or all of the Guaranteed Liabilities.

12.7 **Subordination**. For so long as this Agreement remains in effect, each Guarantor hereby unconditionally subordinates all present and future debts, liabilities or obligations now or hereafter owing to such Guarantor (a) of the Borrower, to the payment in full of the Guaranteed Liabilities, (b) of every other Guarantor (an "**obligated guarantor**"), to the payment in full of the Guarantors' Obligations of such obligated guarantor, and (c) of each other Person now or hereafter constituting a Loan Party, to the payment in full of the obligations of such Loan Party owing to any Secured Party and arising under the Loan Documents or with respect to any Secured Bank Product or Secured Hedge. All amounts due under such subordinated debts, liabilities, or obligations shall, upon the occurrence and during the continuance of an Event of Default, be collected and, upon request by the Administrative Agent, paid over forthwith to the Administrative Agent for the benefit of the Secured Parties on account of the Guaranteed Liabilities, the

Guarantors' Obligations, or such other obligations, as applicable, and, after such request and pending such payment, shall be held by such Guarantor as agent and bailee of the Secured Parties separate and apart from all other funds, property and accounts of such Guarantor.

12.8 **Enforcement**. Each Guarantor from time to time shall pay to the Administrative Agent for the benefit of the Secured Parties, on demand, at the Administrative Agent's Principal Office or such other address as the Administrative Agent shall give notice of to such Guarantor, the Guarantors' Obligations as they become or are declared due, and in the event such payment is not made forthwith, the Administrative Agent may proceed to suit against any one or more or all of the Guarantors. At the Administrative Agent's election, one or more and successive or concurrent suits may be brought hereon by the Administrative Agent against any one or more or all of the Guarantors, whether or not suit has been commenced against the Borrower, any other Guarantor, or any other Person and whether or not the Secured Parties have taken or failed to take any other action to collect all or any portion of the Guaranteed Liabilities or have taken or failed to take any actions against any Collateral securing payment or performance of all or any portion of the Guaranteed Liabilities, and irrespective of any event, occurrence, or condition described in Section 12.3.

12.9 **Set-Off and Waiver**. Each Guarantor waives any right to assert against any Secured Party as a defense, counterclaim, set-off, recoupment or cross claim in respect of its Guarantors' Obligations, any defense (legal or equitable) or other claim which such Guarantor may now or at any time hereafter have against the Borrower or any other Loan Party or any or all of the Secured Parties without waiving any additional defenses, set-offs, counterclaims or other claims otherwise available to such Guarantor. Each Guarantor agrees that each Secured Party shall have a lien for all the Guarantors' Obligations upon all deposits or deposit accounts, of any kind, or any interest in any deposits or deposit accounts, now or hereafter pledged, mortgaged, transferred or assigned to such Secured Party or otherwise in the possession or control of such Secured Party for any purpose (other than solely for safekeeping) for the account or benefit of such Guarantor, including any balance of any deposit account or of any credit of such Guarantor with the Secured Party, whether now existing or hereafter established, and hereby authorizes each Secured Party from and after the occurrence of an Event of Default at any time or times with or without prior notice to apply such balances or any part thereof to such of the Guarantors' Obligations to the Secured Parties then due and in such amounts as provided for in this Agreement or otherwise as they may elect.

12.10 **Waiver of Notice; Subrogation.**

(a) Each Guarantor hereby waives to the extent not otherwise expressly prohibited by applicable Law notice of the following events or occurrences: (i) acceptance of the Guaranty set forth in this Article XII; (ii) the Lenders' heretofore, now or from time to time hereafter making Loans and issuing Letters of Credit and otherwise loaning monies or giving or extending credit to or for the benefit of the Borrower or any other Loan Party, or otherwise entering into arrangements with any Loan Party giving rise to Guaranteed Liabilities, whether pursuant to this Agreement or the Notes or any other Loan Document or Related Agreement or any amendments, modifications, or supplements thereto, or replacements or extensions thereof; (iii) presentment, demand, default, non-payment, partial payment and protest; and (iv) any other event, condition, or occurrence described in Section 12.3. Each Guarantor agrees that each Secured Party may heretofore, now or at any time hereafter do any or all of the foregoing in such manner, upon such terms and at such times as each Secured Party, in its sole and absolute discretion, deems advisable, without in any way or respect impairing, affecting, reducing or releasing such Guarantor from its Guarantors' Obligations, and each Guarantor hereby consents to each and all of the foregoing events or occurrences.

(b) Each Guarantor hereby agrees that payment or performance by such Guarantor of its Guarantors' Obligations under this Article XII may be enforced by the Administrative Agent on behalf of the Secured Parties upon demand by the Administrative Agent to such Guarantor without the Administrative Agent being required, such Guarantor expressly waiving to the extent not otherwise expressly prohibited by applicable Law any right it may have to require the Administrative Agent, to (i) prosecute collection or seek to enforce or resort to any remedies against the Borrower or any other Guarantor or any other guarantor of the Guaranteed Liabilities, or (ii) seek to enforce or resort to any remedies with respect to any security interests, Liens or encumbrances granted to the Administrative Agent or any Lender or other party to a Related Agreement by the Borrower, any other Guarantor or any other Person on account of the Guaranteed Liabilities or any guaranty thereof, **IT BEING EXPRESSLY UNDERSTOOD, ACKNOWLEDGED AND AGREED BY SUCH GUARANTOR THAT DEMAND UNDER THE GUARANTY SET FORTH IN THIS ARTICLE XII MAY BE MADE BY THE ADMINISTRATIVE AGENT, AND THE PROVISIONS HEREOF ENFORCED BY THE ADMINISTRATIVE AGENT, EFFECTIVE AS OF THE FIRST DATE ANY EVENT OF DEFAULT OCCURS AND IS CONTINUING.**

(c) Each Guarantor further agrees that such Guarantor shall not exercise any of its rights of subrogation, reimbursement, contribution, indemnity or recourse to security for the Guaranteed Liabilities until at least 95 days immediately following the Termination Date shall have elapsed without the filing or commencement, by or against any Loan Party, of any state or federal action, suit, petition or proceeding seeking any reorganization, liquidation or other relief or arrangement in respect of creditors of, or the appointment of a receiver, liquidator, trustee or conservator in respect to, such Loan Party or its assets. If an amount shall be paid to any Guarantor on account of such rights at any time prior to the Termination Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Administrative Agent, for the benefit of the Secured Parties, to be credited and applied upon the Guarantors' Obligations, whether matured or unmatured, in accordance with the terms of this Agreement or otherwise as the Secured Parties may elect. The agreements in this subsection shall survive repayment of all of the Guarantors' Obligations, the termination or expiration of this Agreement in any manner and occurrence of the Termination Date.

12.11 **No Stay**. Without limitation of any other provision set forth in this Article XII, if any declaration of default or acceleration or other exercise or condition to exercise of rights or remedies under or with respect to any Guarantors' Obligation or any of the Guaranteed Liabilities shall at any time be stayed, enjoined, or prevented for any reason (including but not limited to stay or injunction resulting from the pendency against any Loan Party or any other Person of a bankruptcy, insolvency, reorganization or similar proceeding), the Guarantors agree that, for the purposes of this Article XII and their obligations hereunder, the Guarantors' Obligations and the Guaranteed Liabilities shall be deemed to have been declared in default or accelerated, and such other exercise or conditions to exercise shall be deemed to have been taken or met.

12.12 **Additional Guarantors**. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Guarantors hereunder by executing and delivering to the Administrative Agent and the Lenders a duly executed Guarantor Joinder pursuant to this Agreement. No notice of the addition of any Guarantor shall be required to be given to any pre-existing Guarantor and each Guarantor hereby consents thereto.

12.13 **Reliance**. Each Guarantor represents and warrants to the Administrative Agent, for the benefit of the Secured Parties, that: (a) such Guarantor has adequate means to obtain on a continuing basis (i) from the Borrower, information concerning the Loan Parties and the Loan Parties' financial condition

and affairs and (ii) from other reliable sources, such other information as it deems material in deciding to provide its Guaranty under this Article XII and any Guarantor Joinder ("**Other Information**"), and has full and complete access to the Loan Parties' books and records and to such Other Information; (b) such Guarantor is not relying on any Secured Party or its or their employees, directors, agents or other representatives or Affiliates, to provide any such information, now or in the future; (c) such Guarantor has been furnished with and reviewed the terms of such Loan Documents and Related Agreements as it has requested, is executing this Agreement (or the Guarantor Joinder to which it is a party, as applicable) freely and deliberately, and understands the obligations and financial risk undertaken by providing its Guaranty under this Agreement; (d) such Guarantor has relied solely on the Guarantor's own independent investigation, appraisal and analysis of the Borrower and the other Loan Parties, such Persons' financial condition and affairs, the Other Information, and such other matters as it deems material in deciding to provide this Guaranty and is fully aware of the same; and (e) such Guarantor has not depended or relied on any Secured Party or its or their employees, directors, agents or other representatives or Affiliates, for any information whatsoever concerning the Borrower or the Borrower's financial condition and affairs or any other matters material to such Guarantor's decision to provide this Guaranty, or for any counseling, guidance, or special consideration or any promise therefor with respect to such decision. Each Guarantor agrees that no Secured Party has any duty or responsibility whatsoever, now or in the future, to provide to such Guarantor any information concerning the Borrower or any other Loan Party or such Persons' financial condition and affairs, or any Other Information, other than as expressly provided herein, and that, if such Guarantor receives any such information from any Secured Party or its or their employees, directors, agents or other representatives or Affiliates, such Guarantor will independently verify the information and will not rely on any Secured Party or its or their employees, directors, agents or other representatives or Affiliates, with respect to such information.

12.14 **Receipt of Credit Agreement, Other Loan Documents, Benefits.**

(a) Each Guarantor hereby acknowledges that it has received a copy of this Agreement and the other Loan Documents and each Guarantor certifies that the representations and warranties made therein with respect to such Guarantor are true and correct in all material respects. Further, each Guarantor acknowledges and agrees to perform, comply with, and be bound by all of the provisions of this Agreement and the other Loan Documents applicable to such Guarantor.

(b) Each Guarantor hereby acknowledges, represents, and warrants that it receives direct and indirect benefits by virtue of its affiliation with Borrower and the other Guarantors and that it will receive direct and indirect benefits from the financing arrangements contemplated by this Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing the Guaranty set forth in this Article XII.

12.15 **Joinder**. Each Person that shall at any time execute and deliver to the Administrative Agent a Guarantor Joinder shall thereupon irrevocably, absolutely and unconditionally become a party hereto and obligated hereunder as a Guarantor, and all references herein and in the other Loan Documents to the Guarantors or to the parties to this Guaranty shall be deemed to include such Person as a Guarantor hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

BORROWER:

SHENANDOAH TELECOMMUNICATIONS COMPANY, as Borrower

By: _____
Name: Christopher E. French
Title: President and Chief Executive Officer

GUARANTORS:

SHENTEL PERSONAL COMMUNICATIONS, LLC
SHENANDOAH CABLE TELEVISION, LLC
SHENANDOAH MOBILE, LLC
SHENTEL MANAGEMENT COMPANY, each as a Guarantor

By: _____
Name: Christopher E. French
Title: President and Chief Executive Officer

COBANK, ACB, as Administrative Agent, Joint Lead Arranger, Bookrunner, Issuing Lender, Swing Line Lender and as a Lender

By: _____
Name: Gloria Hancock
Title: Managing Director

BANK OF AMERICA, N.A.,
as a Joint Lead Arranger and as a Lender

By: _____
Name: _____
Title: _____

CITIZENS BANK, N.A.,
as a Joint Lead Arranger and as a Lender

By: _____
Name: _____
Title: _____

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as a Joint Lead Arranger and as a Lender

By: _____
Name:_____
Title:_____

TRUIST SECURITIES, INC.,
as a Joint Lead Arranger

By: _____
Name: _____
Title: _____

TRUIST BANK,
as a Lender

By: _____
Name:_____
Title:_____

EXHIBIT 21 LIST OF SUBSIDIARIES

SHENANDOAH TELECOMMUNICATIONS COMPANY AND SUBSIDIARIES

The following are all significant subsidiaries of Shenandoah Telecommunications Company, and are organized in the Commonwealth of Virginia.

Shenandoah Cable Television, LLC
Shenandoah Mobile, LLC
Shenandoah Personal Communications, LLC
Shenandoah Telephone Company
Shentel Management Company

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Shenandoah Telecommunications Company:

We consent to the incorporation by reference in the Registration Statements on Form S-3D (No. 333-74297) and on Form S-8 (No. 333-196990) of Shenandoah Telecommunications Company of our reports dated February 21, 2024, relating to the consolidated financial statements and the financial statement schedule and the effectiveness of internal control over financial reporting of Shenandoah Telecommunications Company, appearing in this Annual Report on Form 10-K of Shenandoah Telecommunications Company for the year ended December 31, 2023.

/s/ RSM US LLP

Boston, Massachusetts
February 21, 2024

Exhibit 23.2

Consent of Independent Registered
Public Accounting Firm

The Board of Directors
Shenandoah Telecommunications Company:

We consent to the incorporation by reference in the registration statements (No. 333-74297) on Form S-3D and (No. 333-196990) on Form S-8 of our report dated February 28, 2022, with respect to the consolidated financial statements and financial statement schedule II - Valuation and Qualifying Accounts of Shenandoah Telecommunications Company, which report appears in the December 31, 2023 annual report on Form 10-K of Shenandoah Telecommunications Company.

/s/ KPMG LLP

McLean, VA
February 21, 2024

EXHIBIT 31.1

CERTIFICATION

I, Christopher E. French, certify that:

1. I have reviewed this annual report on Form 10-K of Shenandoah Telecommunications Company, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)**)** and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ CHRISTOPHER E. FRENCH
Christopher E. French, President and Chief Executive Officer
(Principal Executive Officer)
Date: February 21, 2024

EXHIBIT 31.2

CERTIFICATION

I, James J. Volk, certify that:

1. I have reviewed this annual report on Form 10-K of Shenandoah Telecommunications Company, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/JAMES J. VOLK
James J. Volk, Senior Vice President – Chief Financial Officer
(Principal Financial Officer)
Date: February 21, 2024

EXHIBIT 31.3

CERTIFICATION

I, Dennis A. Romps, certify that:

1. I have reviewed this annual report on Form 10-K of Shenandoah Telecommunications Company, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/DENNIS A. ROMPS
Dennis A. Romps, Vice President - Chief Accounting Officer
(Principal Accounting Officer)
Date: February 21, 2024

EXHIBIT 32

Written Statement of Chief Executive Officer and Chief Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Each of the undersigned, the President and Chief Executive Officer and the Senior Vice President - Chief Financial Officer, of Shenandoah Telecommunications Company (the "Company"), hereby certifies that, on the date hereof:

(1) The annual report on Form 10-K of the Company for the year ended December 31, 2023 filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) Information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/S/CHRISTOPHER E. FRENCH
Christopher E. French
President and Chief Executive Officer
(Principal Executive Officer)
February 21, 2024

/S/JAMES J. VOLK
James J. Volk
Senior Vice President – Chief Financial Officer
(Principal Financial Officer)
February 21, 2024

The foregoing certification is being furnished solely pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 (the "Exchange Act") and 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document. This certification shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to liability under that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act except to the extent this Exhibit 32 is expressly and specifically incorporated by reference in any such filing.

SHENANDOAH TELECOMMUNICATIONS COMPANY
INCENTIVE AWARD RECOUPMENT POLICY

Our Policy

Shenandoah Telecommunications Company (the "Company") has adopted this Policy for the purpose of complying with the applicable recoupment provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"). This Policy was adopted by the Board of Directors (the "Board") of the Company on October 24, 2023, and applies to Incentive Compensation that is Received by a Covered Individual on or after October 2, 2023 (the "Effective Date").

Recoupment Trigger

If the Company is required to prepare an Accounting Restatement, then the Company shall recover, reasonably promptly from each Covered Individual, any Erroneously Awarded Compensation that was Received by such Covered Individual during the Look-Back Period. Notwithstanding anything herein to the contrary, this Policy shall be deemed automatically and unilaterally amended to the minimum extent necessary to comply with the applicable listing standards to which the Company is listed.

The Board may at any time suspend, amend, or terminate this Policy to the minimum extent necessary to comply with applicable laws. The Board has the sole discretion to interpret and enforce this Policy, which will be interpreted to be automatically amended to the minimum extent necessary to comply with the provisions of the Dodd-Frank Act's clawback requirements.

Enforcement and Impracticability

The Board shall recover any Incentive Compensation in accordance with this Policy unless such recovery would be impracticable, as determined by the Board in accordance with Rule 10D-1 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the listing standards of the national securities exchange on which the Company's securities are listed. To the extent the Board determines to enforce recoupment, (i) the Board shall provide the Covered Individual written notice of its intent to recoup Incentive Compensation under this Policy, along with a reasonable timeline within which the Covered Individual must respond given all the applicable facts and circumstances, (ii) to the extent the Covered Individual does not intend to comply with such recoupment efforts, he or she must respond to the Board in writing detailing the reasons why non-compliance is warranted and such response must be provided to the Board within fifteen (15) business days from the Covered Individual receiving the Board's initial notice, and (iii) if the Board disagrees with the Covered Individual's assertions, then the Board must respond to the Covered Individual in writing detailing such reasons within the fifteen (15) business days immediately following its receipt of the Covered Individual's written response.

Means of Recovery

With respect to recovery of Erroneously Awarded Compensation and subject to the requirement that recovery be made reasonably promptly, the Board will determine the appropriate means of recovery, which may vary, without limitation, between Covered Individuals or based on the nature

of the applicable Incentive Compensation, and which may involve, without limitation, establishing a deferred repayment plan or set off against current or future compensation otherwise payable to the Covered Person; provided, however, that, to the extent practicable, recovery or offset will be made against similar forms of compensation as the Erroneously Awarded Compensation that is subject to recovery under this Policy. For example, deferred compensation shall be recovered from deferred compensation to the extent possible without causing a violation of Section 409A of the United States Internal Revenue Code, compensation paid in cash shall be recovered in cash in the same amount awarded, and compensation settled in shares shall be recovered in the same number of shares awarded, to the extent the Covered Person still owns shares at the time recovery is initiated (provided that no Covered Person who does not own shares at the time recovery is initiated shall be required to purchase shares in the open market in order to return them to the Company, in which case the Covered Person shall instead return to the Company cash equal to the market value of the shares at the time they were awarded to the Covered Person).

Recovery of Erroneously Awarded Compensation will be made without regard to income taxes previously paid by the Covered Individual or previously paid by the Company on the Covered Individual's behalf in connection with such Erroneously Awarded Compensation (though the Covered Individual could be entitled to a deduction pursuant to the "claim of right doctrine" or Section 1341 of the Internal Revenue Code of 1986, as amended, for the tax year within which Erroneously Awarded Compensation is repaid, depending upon his or her personal circumstances).

Compensation Not Covered by this Policy

This Policy does not apply to Incentive Compensation that was Received before the Effective Date and does not apply to Incentive Compensation that was Received by a Covered Individual before becoming a Covered Individual.

No Indemnification or Company-Paid Insurances

The Company will not indemnify or reimburse any Covered Individual against or for the loss of Erroneously Awarded Compensation and will not pay or reimburse any Covered Individual for the purchase of a third-party insurance policy to fund potential recovery obligations.

Defined Terms

Except as otherwise provided above, the following definitions apply to this Policy:

"Accounting Restatement" means a requirement that the Company prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the U.S. federal securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. Changes to the Company's financial statements that do not represent error corrections are not an Accounting Restatement, including (i) retrospective application of a change in accounting principle, (ii) retrospective revision to reportable segment information due to a change in the structure of the Company's internal organization, (iii) retrospective reclassification due to a discontinued operation, (iv) retrospective application of a change in reporting entity, such as from a reorganization of entities under common

control, and (v) retrospective revision for stock splits, reverse stock splits, stock dividends, or other changes in capital structure.

"Company" means Shenandoah Telecommunications Company.

"Covered Individual" means, whether former or current, the (i) named executive officers of the Company, (ii) each "executive officer" of the Company (as such term is defined under Section 16 of the Exchange Act), and (iii) any other officer of the Company or any of its subsidiaries that is designated by the Board as being subject to this Policy.

"Erroneously Awarded Compensation" means the amount of Incentive Compensation that was Received that exceeds the amount of Incentive Compensation that otherwise would have been Received had the amount of Incentive Compensation been determined based on the restated Financial Reporting Measures, computed without regard to any taxes paid by the Covered Individual, reduced by the amount of such Incentive Compensation that is recovered by the Company from such Covered Individual pursuant to Section 304 of Sarbanes-Oxley Act of 2002, any other law, rule or regulation, any other recoupment or clawback policy of the Company or any other means. For Incentive Compensation based on total shareholder return or Company stock price, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount of Erroneously Awarded Compensation will be based on a reasonable estimate by the Board of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive Compensation was Received. The Company will maintain documentation of the determination of that reasonable estimate and provide such documentation to Nasdaq Global Select Market as required.

"Financial Reporting Measures" means (i) measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements and any measures that are derived wholly or in part from such measures (whether or not such measures are presented within the Company's financial statements or included in a filing made with the U.S. Securities and Exchange Commission), (ii) Company stock price, and (iii) Company total shareholder return.

"Incentive Compensation" means a Covered Individual's cash bonus awarded under the Company's annual incentive plan and any equity-based awards granted pursuant to the Company's long-term incentive plans (including cash or stock dividends paid on such equity-based awards), in any case, that are earned, paid, granted, or vested wholly (or in part) upon the attainment of any Financial Reporting Measure of the Company.

"Look-Back Period" means the three completed fiscal years immediately preceding the earlier of (i) the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action (if Board action is not required), concludes or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement. In addition, if there is a change in the Company's fiscal year end, the Look-Back Period will also include any transition period to the extent required by Nasdaq Rule 5608.

"Received" means, with respect to Incentive Compensation of a Covered Individual, the fiscal year to which the Financial Reporting Measure is attained, irrespective of whether the Incentive Compensation is subject to additional time or non-financial performance vesting conditions.

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