NOWALSKY & GOTHARD

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Attorneys at Law

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September 10, 2026

Via Electronic Filing

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-5701

RE: Application of Robert E. Mocas and Heidi M. Mocas, the sole owners of Easton Telecom Services, L.L.C., and RSTN Communications LLC for Approval of the Transfer of Control of Easton Telecom Services, L.L.C. to RSTN Communications LLC

Dear Ms. Tanner,

Attached please find the Application for a Approval of a Transfer of Control of Easton Telecom Services, L.L.C. to RSTN Communications LLC.

In addition, Exhibit C– Company Financials (Confidential Version) are submitted under separate cover as Confidential - Trade Secret, along with a Motion for Confidential Treatment.

An additional hard copy of this filing is also being submitted as directed in the Application instructions.

Should you have any questions, please contact the undersigned.

Sincerely,

/s/ Leon Nowalsky

Leon Nowalsky
Counsel for Applicant

LLN/rph
Attachments

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF GEORGIA

In re:

APPLICATION OF ROBERT E. MOCAS
AND HEIDI M. MOCAS ("TRANSFERORS))
THE SOLE OWNERS OF EASTON
TELECOM SERVICES, L.L.C, ("LICENSEE"),
AND RSTN COMMUNICATIONS LLC
('RSTN"), ("TRANSFEREE"), FOR APPROVAL
OF THE TRANSFER OF CONTROL OF
EASTON TELECOM SERVICES, L.L.C. TO
RSTN COMMUNICATIONS LLC

DOCKET NO. _____

APPLICATION OF ROBERT E. MOCAS AND HEIDI M. MOCAS, TRANSFERORS, AND RSTN COMMUNICATIONS LLC, TRANSFEREE, FOR APPROVAL OF TRANSFER OF CONTROL OF EASTON TELECOM SERVICES, L.L.C. TO RSTN COMMUNICATIONS LLC

Come now, ROBERT E. MOCAS AND HEIDI M. MOCAS, ("Transferors"), and RSTN COMMUNICATIONS LLC ("Transferee"), pursuant to O.C.G.A. §§ 46-5-41, 46-2-28 and Commission Utility Rule 515-4-1 (Ga. Comp. R. & Regs. 515-4-1), who jointly file this Application for Approval of Transfer of Control (the "Application") requesting that the Georgia Public Service Commission ("Commission") approve the transfer of control of the entire equity ownership held by Transferors in Easton Telecom Services, L.L.C. ("Licensee"), from the current owners of Licensee to the Transferee. Transferor and Transferee seek approval of this transaction so that the Transferee may strengthen the operations of the Licensee and invest in its network. In support of its Application, Transferor and Transferee show the Commission, as follows:

I. IDENTIFICATION OF THE PARTIES

Transferors:

Transferors are individuals residing in the State of Ohio and Licensee is an Ohio Limited Liability Company. Transferors own the entire equity ownership of Licensee. Licensee provides local telecommunications, long distance, and/or interconnected VoIP services almost exclusively to business customers, on both a retail and wholesale basis across the United States and offers services in Georgia and 40 additional states. The Transferors are individuals residing in the State of Ohio and do not possess any telecommunications licenses. In Georgia, Licensee is authorized to resell local exchange services pursuant to Certificate L-7786 and resell interexchange services pursuant to Certificate R-0827.

Transferee:

RSTN Communications LLC ("RSTN") is a Delaware limited liability company. RSTN is a holding company and does not possess any regulatory licenses. RSTN, through its wholly owned subsidiary, Megawatt Communications, LLC ("Megawatt") is licensed to provide local and long distance services in Tennessee.

II. THE TRANSACTION

The Transaction is subject to review and approval by the FCC. A Joint Application for Consent to Transfer of Control ("FCC Application") was filed on July 28, 2026.[1] A full description of the Transaction is set forth therein and incorporated herein by reference. Certain terms of the Transaction are summarized herein.

[1] Joint Application for Consent to Transfer of Control of Domestic and International Authorizations Pursuant to Section 214 of the Communications Act of 1934, As Amended, Held by Easton Telecom Services, L.L.C.; *available at* https://www.fcc.gov/ecfs/filing/ in WC Docket No. 26-193.

Pursuant to a Membership Purchase Agreement dated May 12, 2026, between Transferor and Transferee, Transferee will acquire from Transferor the entire ownership interest of Licensee. As a result, upon closing the ultimate control of Licensee will be held by Transferee. As noted above, immediately following closing, Licensee will continue to operate as before; none of its service, prices, or billing systems will be changed. As a result, the Transaction will be entirely transparent to Licensee's customers. Any changes in service offerings, prices, etc. will occur over time, in the normal course of business.

A pre and post-Transaction organization chart is attached hereto as Exhibit A. The Transaction will close, contingent upon obtaining all necessary regulatory approvals and the satisfaction or waiver of other customary closing conditions.[2]

The Transferee possesses sufficient financial resources to consummate this transaction. The Transferee's will utilize cash on hand and funds available under its current lines of credit.

The Transaction is in the public interest because consummation will allow the Transferee to leverage its decades of experience in the telecommunications industry to invest in the Licensee's operations and consolidate its systems with Transferee's, resulting in an enhanced service experience for consumers. Transferee intends to offer various new services to the customers of Licensee, such as enhanced 8XX services, as well as to provide a more robust customer service experience and an enhanced billing platform. In addition, after the transaction has closed, the overall increased number of customers will permit Transferee to more economically deploy newer

[2] A copy of the Membership Interest Purchase Agreement is attached as Exhibit B. The Agreement has been redacted of its sensitive, non-public financial information. The applicants state that in addition to seeking the approval of the Commission, they are in the process of obtaining the necessary regulatory approvals of the Transaction from the Federal Communications Commission and from other state utilities regulators in all appropriate states where such approval is required. The applicants will also provide notice to the appropriate regulatory bodies in those states that require such notice.

technologies (*e.g.*, call routing software, "follow me" services, etc.) that would not be as economically viable with its smaller, existing customer base. Moreover, as discussed below, the Transaction also ensures the continuation of operations for Licensee and will have no adverse effects on the quality of service to customers or on competition. Taken together, these factors demonstrate that the Transaction serves the public interest.

IV. CONTINUATION OF THE OPERATIONS OF LICENSEE

The Transaction will ensure continuity of operations for Licensee without service disruption to customers, who will continue to receive uninterrupted access to telecommunications and information services. Because the Transaction will only alter the ownership of Licensee, it will not affect any of Licensee's operations, including the contractual and regulatory obligations due its customers. The Transaction will not alter the rates, terms, and conditions of service under customers' current contracts—except to the extent it enhances those operations due to the investments described above. Licensee will continue to abide by its ongoing obligations under any existing interconnection agreements, as well as under applicable law, including, for example, those set forth in Sections 251 and 252 of the Communications Act of 1934, as amended. 47 U.S.C. §§ 251 *et seq.* The Transaction does not result in any change to the regulatory status of Licensee, which will remain subject to the same regulatory obligations with which it must currently comply. Because the Transaction results in no direct change to the operations of Licensee, it will be transparent to its customers. There is no adverse effect to services or rates as a result of the Transaction, and Licensee will continue to provide high-quality public utility telecommunications services to its existing customers without interruption, without a transfer of customers, and without any resulting changes in rates, terms, or conditions of service. Any future changes will result from the normal course of business operations, as was the case prior to the Transaction. The Transaction

will result in no disruption to any customer-facing operations such as ordering, service installation, customer service, and billing, which will continue to be provided as before. No assignment of licenses, assets, or customers by Licensee will occur as a consequence of the Transaction. Accordingly, this Transaction will be, for all practical purposes, imperceptible to Licensee's customers.

The Transaction, therefore, will have no adverse effects on the quality of service enjoyed by Licensee's customers. Once the Transaction is completed, Transferee will continue to be technically, managerially, and financially well-qualified to be the ultimate owner of Licensee. The Licensee will continue to have the managerial, technical, financial, and customer care qualifications to provide high quality telecommunications services to consumers across the United States. For additional detail on Licensee's technical and managerial qualifications, please see Exhibit D.

Moreover, the proposed Transaction will not adversely affect competition because the market for providing telecommunications and interconnected VoIP services to business customers is highly competitive in the United States, and both Licensee and Transferee play sufficiently small roles within that market that there will be no material concentration of market share in the Licensee and its affiliates post-closing. Indeed, in many jurisdictions, Transferee and Licensee do not provide the same services, so no concentration in those markets could occur. Neither Transferee nor Transferor, considered individually or in combination, possess any market power in any geographic or product market. To the contrary, in every market in which they operate, much larger firms, with much more extensive networks and access to capital, operate as robust competitors. In fact, due to the investments described above, approval of the transaction will actually increase competition by enhancing Licensee's capabilities.

Accordingly, approval of the Transaction will serve the public interest. Transferor and Transferee request its expeditious approval and grant of any other relief deemed necessary and appropriate by the Commission before the anticipated closing date of the Transaction.

V. CONCLUSION

For the above and foregoing reasons, Transferor and Transferee request that:

a. The above styled Application be read and considered; and

b. The Transaction be expeditiously approved by the Commission.

This 10th day of September, 2026

Respectfully submitted,

/s/ Leon Nowalsky
Leon Nowalsky
Partner, Nowalsky & Gothard
1420 Veterans Memorial Blvd
Metairie, LA 70005
Telephone: (504) 832-1984
Email: lnowalsky@nbglaw.com

Attorney for RSTN Communications LLC

/s/Philip Josephson
Philip Josephson
Sterling Business Law
3250 Brand Avenue, Suite 202
Miami, FL 33133
Telephone: (305) 285-7970
Email: pjosephson@sterlingbusinesslaw.com

Attorney for Easton Telecom Services L.L.C.

VERIFICATION

I, Robert Mocas, do hereby state the following:

3 I am the President of Easton Telecom Services, L.L.C. and I am authorized to make this Verification on behalf of Easton; and

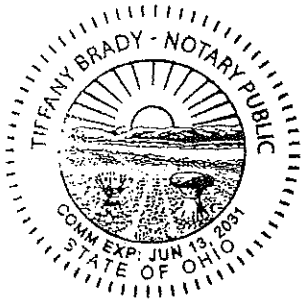
4. The facts set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief.

Dated this 4 day of September, 2026

Robert Mocas, President
Easton Telecom Services, L.L.C.

Subscribed and sworn before me
this 4 day of September, 2026.

NOTARY PUBLIC
My Commission expires: 6-13-31



VERIFICATION

I, Kevin Alward, do hereby state the following:

1. I am the Manager of RSTN Communications LLC ("RSTN") and I am authorized to make this Verification on behalf of RSTN; and

2. The facts set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief.

Dated this 10th day of September 2026

Kevin Alward, Manager
RSTN Communications LLC

Subscribed and sworn before me
this 10th day of September, 2026.

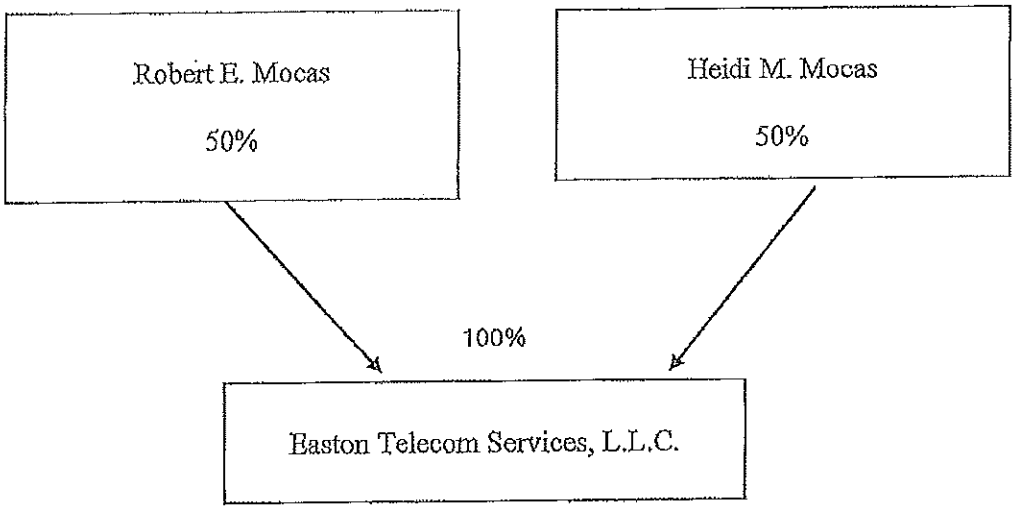
NOTARY PUBLIC
My Commission expires:

ROSELINE A HENDRIKSEN
Notary Public, State of New Jersey
My Commission Expires Feb 9, 2030

Exhibit A

Pre and Post-Transaction Organization Chart

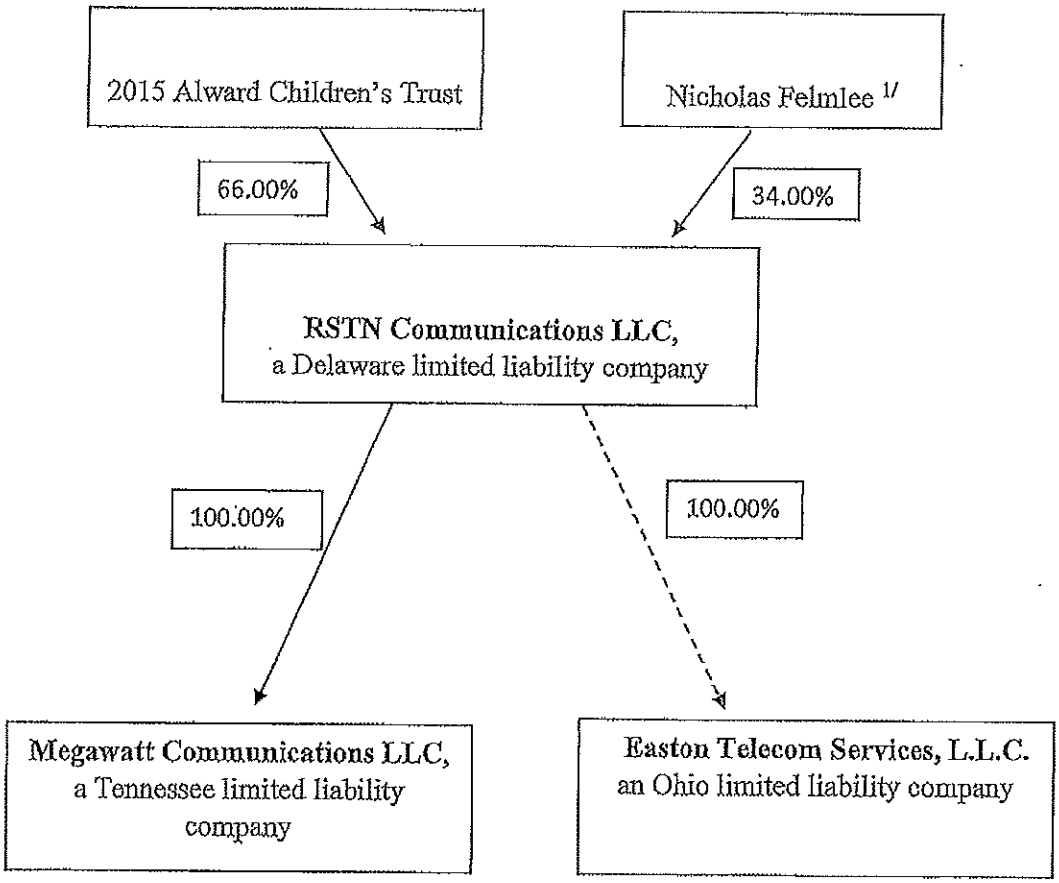
Easton Telecom Services, L.L.C.
Pre-Transaction Organizational Chart



RSTN Communications LLC

Post Transaction Organizational Chart

1



1/ Nicholas Felmlee is in the process of transferring his interest in RSTN Communications into the revocable living trust he created for estate planning purposes. Nicholas Felmlee will be the Trustee of the trust.

Exhibit B

Membership Purchase Agreement

PUBLIC COPY- REDACTED

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT is entered into as of this 12th day of May, 2026 (this "Agreement"), by and among **ROBERT E. MOCAS**, an individual residing in Ohio ("Robert Mocas") **HEIDI H. MOCAS**, an individual residing in Ohio ("Heidi Mocas," each and collectively with Robert Mocas, the "Seller") and **RSTN COMMUNICATIONS LLC**, a Delaware limited liability company (the "Buyer"). Unless otherwise provided, capitalized terms used herein are defined in Section 1.1 below.

RECITALS

A. WHERAS, Robert Mocas is the direct legal and beneficial owner of 50.00% equity interests of **Easton Telecom Services, L.L.C.**, an Ohio limited liability company (the "Company");

B. WHEREAS, Heidi Mocas is the direct legal and beneficial owner of 50.00% of the equity interests of the Company, and collectively the Seller owns the entire 100.00% of all issued and outstanding membership interest in the Company (the "Equity")

C. WHEREAS, the Seller wishes to sell to the Buyer, and the Buyer wishes to acquire from the Seller, all of the Equity, upon the terms and conditions set forth in this Agreement; and

D. WHEREAS, a portion of the purchase price payable by Buyer to Seller will be paid by a Seller Note (as defined in this Agreement) of Buyer and the Company.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement:

"Accounting Principles" means the Company's accounting principles and methodologies, in effect as of the date hereof, consistent classifications historically used by Company and communicated to Buyer in writing, and applied on a consistent basis with Company's past practices and in accordance with the accounting principles and methodologies utilized in the preparation of Company's Financial Statements.

"Action" means any claim, action, suit, investigation, arbitration, or other proceeding by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Ancillary Agreements" means the Consulting Agreement, the Seller Note, the Intercreditor Agreement, the Release Agreement, the Restrictive Covenants Agreement, and each other agreement or instrument to which Buyer and Seller are parties that is delivered in connection with this Agreement.

"Business" means the marketing, sale, and provision of telecommunication services, including, but not limited to, voice, data, and Internet access services throughout the United States of America, and any other business conducted or actively being planned to be conducted by the Company as of the date hereof.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks in the State of Ohio are required or authorized by Law to be closed.

"Cash" means, as at a specified date, the aggregate amount of all cash and cash equivalents held by the Company, including all customer or other deposits; it being understood and agreed that Cash shall be reduced by the amount of any checks written and mailed (but not yet cashed) by the Company (but including checks, drafts, and wire transfers, deposited or available for a deposit for the account of the Company).

"Code" means the Internal Revenue Code of 1986, as amended through the date hereof.

"Commercially Reasonable" or "commercially reasonable effort" means the efforts that a commercially reasonable Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as reasonably practicable; provided, however, that a Person required to use commercially reasonable efforts hereunder will not thereby be required to take any action that would result in a Material Adverse Change in the benefits to such Person as a result of this Agreement or the transactions contemplated hereby, to make any material change to the Business, to incur any fees or expenses (other than normal and usual filing fees, attorney's fees, processing fees, and incidental expenses), or to commence any litigation.

"Control," including the terms "Controlled by" and "under common Control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise.

"Consulting Agreement" means that certain consulting and transition services agreement, substantially in the form attached hereto as Exhibit D, to be entered into between the Buyer (or its designee) and Robert Mocas at Closing.

"Coronavirus Pandemic" means as declared by the World Health Organization on March 11, 2020, the 2020 Coronavirus Pandemic caused by COVID-19.

"Coronavirus Relief Programs" means the Paycheck Protection Program (PPP) pursuant to the CARES Act, other programs established or funded, directly or indirectly, by or through the CARES Act, including but not limited to the Public Health and Social Services Emergency Fund ("PHSSEF") and state and local programs funded through federal appropriations under the Coronavirus Relief Fund defined under the CARES Act Title V Section 601, the State of Ohio Health Care and Emergency Response Provider COVID-19 Relief Grant Program, the CMS Accelerated and Advance Payment Program or similar funds from federal, state and local Governmental Authority relief programs established in response to the Coronavirus Pandemic, and any other programs funded directly or indirectly by other federal agencies, including, but not limited to, FEMA, or state and local agencies, including but not limited to the state Medicaid program, or through subsequent Congressional appropriations. Coronavirus Relief Programs shall include the PPP loans and funds requested, applied for, or received, or proceeds of such payments used, by or on behalf of the Company in connection with the CMS Accelerated and Advance Payment Program or HHS Provider Relief Fund Program.

"Current Assets" means current assets of the Company at Closing, determined in accordance with the Accounting Principles, including Cash, Receivables and prepaid expenses, but excluding all Tax assets.

"Current Liabilities" means current liabilities of the Company at Closing, determined in accordance with Accounting Principles, any obligations of deferred revenue liabilities, but excluding all Tax liabilities, obligations for Indebtedness to be satisfied pursuant to Section 2.2(c) and all obligations for Seller Expenses to be satisfied pursuant to Section 2.2(d).

"Disclosure Schedule" means the disclosure schedule delivered by the Seller to the Buyer on the date hereof regarding certain responses and/or exceptions to the representations and warranties in Article III hereof.

"Employment Agreements" means, collectively, (i) the Employment Agreement with [redacted], substantially in the form attached hereto at Exhibit G-1, (ii) the Employment Agreement with [redacted], substantially in the form attached hereto at Exhibit G-2, and (iii) the Employment Agreement with [redacted], substantially in the form attached hereto at Exhibit G-3.

"Encumbrance" means any lien, charge, claim, mortgage, pledge, security interest or other restriction of any kind (including, but not limited to, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of or agreement to give any financing statement under the Uniform Commercial Code or comparable Law or any jurisdiction in connection with such mortgage, pledge, lien, charge, or security interest).

"Environmental Laws" means all federal, state and local statutes and regulations and enacted and in effect on or prior to the Closing Date, concerning pollution or protection of the environment, or public health or worker safety or health, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, control, or cleanup of any hazardous materials, substances or wastes.

"Estimated Cash" means the amount of Cash estimated by Seller remaining in Company's accounts as of the Closing.

"FCC" means the U.S. Federal Communications Commission.

"GAAP" means United States generally accepted accounting principles as in effect on the date hereof, consistently applied.

"Governmental Authority" means any federal, state, local or foreign government, political subdivision thereof, or a quasi-governmental authority, or any agency or instrumentality of any such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Income Tax" or "Income Taxes" shall mean any and all United States or non-United States federal, national, state or local Tax based on or measured in whole or in part by net income or earnings, gross income or earnings, capital or net worth (and any franchise or commercial activity Tax or other Tax in connection with doing business imposed in lieu thereof), including any interest, penalties or other additions thereto.

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"Income Tax Return" shall mean any Tax Return with respect to Income Taxes.

"Indebtedness" means all obligations or other liabilities of the Company at Closing: (a) for borrowed money (whether or not evidenced by bonds, debentures, notes or other similar instruments or debt securities); (b) in respect of letters of credit or other similar instruments or reimbursement obligations with respect thereto; (c) to pay the deferred purchase price of any asset, property or right, including earn-outs, payments under non-compete agreements and seller notes; (d) under leases which shall have been or should be, in accordance with GAAP, recorded as capital leases; (e) under an interest rate, currency or other swap, cap, floor or collar agreement, hedge agreement, forward contract or other similar instrument or agreement, or foreign currency hedge, exchange, purchase or similar instrument or agreement (including any termination or breakage fees); (f) created or arising under any conditional installment sale or other title retention agreement; (g) all obligations secured by liens or other Encumbrances on the property of the Company; (h) of the types described in clauses (a) through (g) above or any other liabilities that are guaranteed or assured, directly or indirectly, by the Company; (i) under any mortgage, deed of trust, indenture, security agreement or other agreement securing any of the foregoing obligations; (j) all principal, interest, premiums, penalties, breakage fees, costs and expenses, whether accrued or otherwise, with respect to obligations or other liabilities of the types described in clauses (a) through (i) above; (k) with respect to any unfunded pension or welfare plan, or with respect to any profit sharing, retirement, bonus, incentive, or other similar plan or arrangement providing for deferred or other compensation to any Person, including without limitation any outstanding balance of Company's profit share plan payable; (l) for any bonus earned by any employee of the Company with respect to periods prior to Closing (whenever payable); (m) for any unpaid Taxes of or with respect to the Business, the Company and/or its assets for any Pre-Closing Tax Period or Pre-Closing Straddle Period, (n) for any accrued but unpaid vacation or sick days or paid time off and similar items for any employees of Company; and (o) for any obligations for employee payroll or independent contractor payments for dates and time periods prior to Closing, but excluding any items that are properly included in the definition of "Current Liabilities" reflected in the Net Working Capital calculation.

"Intellectual Property" means any and all intellectual property rights and other similar proprietary rights in any jurisdiction, whether registered or unregistered, including without limitation all rights and interests pertaining to or deriving from: (a) patents and patent applications, reexaminations, extensions and counterparts claiming priority therefrom; inventions, invention disclosures, discoveries and improvements, whether or not patentable; (b) computer software and firmware, including without limitation data files, source code, object code and software-related specifications and documentation; (c) works of authorship and other copyrightable works, whether registered or unregistered, and whether or not published; (d) trade secrets (including, those trade secrets defined in the Ohio Uniform Trade Secrets Act and under corresponding foreign statutory Law and common Law), and other proprietary or confidential processes, methodologies and technology; (e) trademarks, service marks, certification marks, trade names, brands, trade dress and logos, and the goodwill associated therewith; (f) proprietary databases and data compilations and all documentation relating to the foregoing, including manuals, memoranda and records; (g) domain name registrations, social media accounts, registrations, and "handles"; (h) including, in each case, any registrations of, applications to register, and renewals and extensions of, any of the foregoing with or by any Governmental Authority in any jurisdiction.

"Intercreditor Agreement" means that certain Subordination Agreement by and among the Seller, Live Oak Banking Company, a North Carolina banking corporation ("Live Oak Bank"), and the Buyer, substantially in the form attached hereto at Exhibit C.

"IRS" means the Internal Revenue Service of the United States.

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"Knowledge" or to "Seller's knowledge" means the actual knowledge of Robert Mocas or Heidi Mocas, in each case after a reasonable inquiry of such Person(s) working for or at the Company who is or are likely to possess such knowledge.

"Law" means any federal, state, local, municipal or foreign law, or any decree, order, constitution, rule, ordinance, regulation, statute, or treaty promulgated by agencies or instrumentalities of any Governmental Authority.

"Leased Real Property" means the real estate property leased by the Company, as tenant, together with any buildings and other structures, facilities or improvements currently or as of the Closing Date located thereon, and all rights, easements, licenses, and appurtenances of the Company relating to the foregoing.

"Losses" means, with respect to any Person (including the Company), any actual damage, liability, Tax, diminution in value, demand, claim, action, cause of action, cost, deficiency, penalty, fine or other actual loss or any out-of-pocket expense (including reasonable attorneys' fees), whether or not arising out of a Third Party Claim, against or affecting such Person (including the Company); provided, that the Parties agree that "Losses" shall explicitly include incidental damages, consequential damages and damages reflecting diminution in value, but that "Losses" shall not include punitive damages unless punitive damages are asserted against an Indemnified Party by a third party.

"Material Adverse Effect (or Material Adverse Change)" means any event, change, effect, development, or occurrence in the operations or financial condition of the Company which event, change, effect, occurrence or development, when considered individually or in the aggregate, has, may have or is reasonably likely to have, a materially adverse effect on the operations, business or financial condition of the Company. Notwithstanding the foregoing, any adverse circumstance, change, effect, event, occurrence, state of facts or development attributable or relating to or arising from any of the following shall not be taken into account in determining whether there has been or will be a Material Adverse Effect (or Material Adverse Change): (a) conditions generally affecting (i) general changes in the industries in which the Company participates; (ii) the U.S. economy as a whole; or (iii) the capital markets in general, in each case, to the extent that such conditions do not impact the Company in a manner which is materially disproportionate; (b) compliance with the terms of, or the taking of any action required by, this Agreement or the Ancillary Agreements, or as otherwise approved by the Buyer; (c) the announcement or the pendency of the transactions contemplated hereby; or (d) any natural disaster, force majeure events or any acts of terrorism, sabotage, military action or war (whether or not declared) or any escalation or worsening thereof.

"Net Working Capital" means the Current Assets less the Current Liabilities, calculated without duplication and in a manner consistent with the Accounting Principles.

"Permits" means all permits, licenses, certificates of occupancy, franchises, approvals, authorizations, and consents of any nature issued, granted, given or otherwise required to be obtained from Governmental Authorities, or any other regulating bodies or associations, relating to the conduct of the Business.

"Permitted Encumbrance" means any (a) liens for Taxes not yet due or payable, and (b) statutory liens of landlords, carriers, workmen, repairmen, mechanics, materialmen and similar liens arising in the ordinary course of business of the Company, and not incurred in connection with the borrowing of money.

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"Person" means individual, partnership, corporation, business trust, joint stock corporation, estate, trust, unincorporated association, joint venture, Governmental Authority, or other entity, of whatever nature.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Pre-Closing Straddle Period ending on and including the Closing Date.

"Pre-Closing Straddle Period" means the portion of the Straddle Period that begins on or before the Closing Date and ends on (and includes) the Closing Date.

"PUC" means state public service, public utility and/or similar state regulatory commission, including such bodies in United States territories or districts.

"Receivables" means all accounts receivable reflected or required to be reflected in the Most Recent Financial Statements and all accounts receivable of the Company accrued since the date of the Most Recent Financial Statements, subject only to the reserve for bad debts set forth on the face of the Most Recent Financial Statements (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past practice of the Company.

"Representatives" means, with respect to any Person, the officers, directors, principals, employees, agents, auditors, advisors, bankers and other representatives of such Person.

"Seller Expenses" means the sum of (a) any unpaid fees, costs, and expenses incurred by the Seller and/or the Company in connection with the negotiation, documentation, and consummation of the transactions contemplated by this Agreement, including all fees, expenses, disbursements and other similar amounts paid to attorneys, financial advisors and/or accountants engaged by the Seller or by the Company, that engaged in any due diligence, negotiation or documentation with respect to a potential transaction involving the Company under any expense reimbursement agreement or arrangement or otherwise (but excluding any fees and expenses incurred by or on behalf of Buyer as determined immediately before the Closing), (b) any closing or other transaction fees payable as a result of the transactions contemplated under this Agreement, including fees and expenses and other obligations under any engagement letter or other agreement or understanding with any broker and other professional advisors in connection with the transactions contemplated by this Agreement (c) all payments required under any contract or agreement (including those necessary to obtain third party consents) either in connection with the consummation of the transactions contemplated by this Agreement or related to the operation of the Company prior to the Closing Date (whether payable or occurring prior to, on or after the Closing Date), and (d) all change of control, severance, bonus, stock appreciation, phantom stock or similar payments due by the Seller or the Company to any Person, and other accelerations or increases in rights or benefits of the Company's employees (whether payable or occurring prior to, on or after the Closing Date), under any plan, agreement or arrangement of the Company, which obligation, in each case, arises either on or before the Closing Date or in whole or in part as a result of the consummation of the transactions contemplated by this Agreement, including all Taxes that are payable by the Company in connection with or as a result of the payment of such obligations.

"Seller Note" means the Promissory Note and Security Agreement of Buyer and the Company, in favor of Seller, in the amount of Seller financing, secured by a lien on the assets of the Company and subject to the terms of an Intercreditor Agreement with Live Oak Bank, substantially in the form attached as Exhibit B.

"Stay Bonuses" means the bonus compensation payable by the Company in accordance with the terms of the Employment Agreements.

"Straddle Period" means any taxable period that begins on or before, and ends after, the Closing Date.

"Seller Taxes" means any and all liabilities for the following Taxes, regardless of whether any such Taxes are reflected or shown as due or payable on any Tax Return, and regardless of whether any such Taxes are assessed, payable or due prior to, on or after the Closing Date: (a) any and all Taxes imposed on or payable by any Seller, regardless of the Tax period to which such Taxes relate; (b) any and all Taxes imposed on or payable in respect of any Seller, the Business, or for which a Seller or the Business may be liable, assessed or subject, in each instance to the extent such Taxes are attributable to any Pre-Closing Tax Periods or Pre-Closing Straddle Periods, including any Taxes resulting from the reduction or disallowance of any "employee retention credits" claimed pursuant to the CARES Act or related guidance; (c) any and all Taxes of any Person imposed on or payable in respect of a Seller, whether as a transferee or successor, which Taxes relate to an event or transaction occurring prior to the Closing Date; (d) any and all Taxes arising from, or incurred or payable in connection with or relating to, the consummation of the Transaction, including any Transfer Taxes; (e) any liability for Taxes arising from the forgiveness of all or any portion of a loan issued pursuant to the CARES Act, including as a result of any disallowed Tax deductions in such periods that would have been deductible but for the forgiveness of such loan pursuant to applicable Law.

"Target Net Working Capital" [redacted], it being understood that said target is calculated excluding Cash historically kept on hand in Company accounts.

"Tax" or "Taxes" means (a) any and all federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, stamp, occupation, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax of any kind whatsoever imposed by any Governmental Authority, including all obligations under applicable unclaimed property or escheat Laws, custom duties, tariffs or other import or exports levies or charges; (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being a transferee of or successor to any Person (whether by merger, conversion or otherwise) or as a result of any legal or contractual obligation (express or implied) to pay such amounts to or on behalf of another Person or to indemnify any Person with respect to such amounts; and (c) any and all interest, penalties, additions to tax and additional amounts imposed in connection with or with respect to any amounts described in clauses (a) and (b), in each case, whether disputed or not.

"Tax Return" means any return, amended return, declaration, report, claim for refund, information return or other document (including any related or supporting schedules, statements, or information) that is required to be filed with any Taxing Authority.

"Taxing Authority" means any Governmental Authority having jurisdiction over the assessment, determination, collection, or other imposition of any Tax.

"Telecom Charges" means any rates, fees or charges collected by the FCC, any PUC, or any other local Governmental Authority with respect to telecommunication services, including Universal Service Fund fees.

ARTICLE II
PURCHASE AND SALE

Section 2.1 **Purchase and Sale of Equity**. Upon the terms and subject to the conditions of this Agreement, at Closing, the Seller shall sell, transfer, assign, convey and deliver to the Buyer, and the Buyer shall purchase from Seller, all of Seller's right, title, and interest in and to the Equity, free and clear of all Encumbrances, other than Permitted Encumbrances.

Section 2.2 **Consideration and Disbursements**. Subject to the adjustments in Section 2.3 below, the aggregate consideration for the Equity (as adjusted in accordance with this Article II, the "Purchase Price"): [redacted] (the "Base Price") and either plus (A) the Working Capital Surplus (as defined in Section 2.3(f)), or minus (B) the Working Capital Deficiency (as defined in Section 2.3(f)). The Buyer shall disburse and deliver the Purchase Price at Closing as follows:

(a) the Seller Note payable to Seller, in the amount of [redacted] and 00/100 Dollars ($[redacted]) ("Seller Note Amount"); and

(b) the "Closing Cash Payment" in the amount of the Base Price, minus the Seller Note Amount, minus the Estimated Indebtedness, and minus the Estimated Seller Expenses, shall be paid by wire transfer of immediately available funds to one or more bank accounts designated in writing by the Seller at least two Business Days prior to the Closing Date; and

(c) the Estimated Indebtedness shall be disbursed to the holder(s) of such Seller Indebtedness by wire transfer of immediately available funds in accordance with the applicable Payoff Letter(s); and

(d) The Estimated Seller Expenses shall be disbursed to such payees by wire transfer of immediately available funds in accordance with the invoices and/or statements provided by such payees.

Section 2.3 **Purchase Price Adjustments**.

At least two (2) Business Days prior to the Closing Date, the Seller shall prepare, or cause to be prepared, and deliver to the Buyer, the detailed aging reports of Accounts Receivable and Accounts Payable of the Company, and a statement (the "Estimated Closing Statement") in the form of Appendix 2.3(a) setting forth a good-faith estimates of the Company's (A) Net Working Capital (the "Estimated Net Working Capital"), including Estimated Cash, (B) Indebtedness of Company ("Estimated Indebtedness"), together with payoff letters ("Payoff Letters") in form and substance reasonably acceptable to the Buyer indicating the amount required to discharge, upon receipt of payments specified in the applicable Payoff Letter(s) any Encumbrance securing such Indebtedness; and (C) the Seller Expenses ("Estimated Seller Expenses"), and on the basis of the foregoing Estimated Closing Statement, the parties will calculate the Closing Cash Payment to Seller. The parties further agree that at Closing, Seller is to leave enough Cash in the Company operating accounts to cover at least the pre-Closing portion of the Company's bi-weekly payroll, with such Cash to be included in the Estimated Net Working Capital and the Final Net Working Capital calculations.

(a) Within seventy-five (75) days after the Closing Date, the Buyer shall cause to be prepared and delivered to the Seller a written statement (the "Final Closing Statement") that shall include and set forth a calculation of the actual amounts, determined as of the Closing Date, of the Net Working Capital, including Cash (if any) left in Company's accounts at Closing (the "Final Net Working Capital"), the Indebtedness (the "Final Indebtedness"), and the Seller Expenses (the "Final Seller Expenses"). The Final Closing Statement (i) shall be prepared on a basis consistent with the Accounting Principles and (ii) shall be based exclusively on the facts and circumstances as they exist immediately prior to the Closing and shall exclude the effects of any event, act, change in circumstances or similar development arising or occurring on (except with respect to Seller Expenses) or after the Closing Date. To the extent any actions

following the Closing with respect to the accounting books and records of the Company on which the Final Closing Statement and the foregoing calculations are to be based are not consistent with the Company's past practices, such changes shall not be taken into account in preparing the Final Closing Statement or calculating amounts reflected thereon.

(b) The Final Closing Statement shall become final and binding on the 30th day following delivery thereof to the Seller, unless prior to the end of such period, the Seller delivers to the Buyer written notice of Seller's disagreement (a "Notice of Disagreement") specifying the nature and amount of any dispute as to the final Net Working Capital, Indebtedness, and Seller Expenses, as set forth in the Final Closing Statement. The Seller shall be deemed to have agreed with all items and amounts of Net Working Capital, Indebtedness, and Seller Expenses not specifically referenced in the Notice of Disagreement, and such items and amounts shall not be subject to review in accordance with Section 2.3(c).

(c) During the 15-day period following delivery of a Notice of Disagreement by the Seller to the Buyer, the parties in good faith shall seek to resolve in writing any differences that they may have with respect to the calculation of the Final Net Working Capital, Final Indebtedness, and Final Seller Expenses specified therein. Any disputed items resolved in writing between the Seller and the Buyer within such 15 day period shall be final and binding with respect to such items, and if the Seller and the Buyer agree in writing on the resolution of each disputed item specified by the Seller in the Notice of Disagreement and the amount of the Final Net Working Capital, Final Indebtedness, and Final Seller Expenses, and the amounts so determined shall be final and binding on the parties for all purposes hereunder. If the Seller and the Buyer have not resolved all such differences by the end of such 15 day period, the Seller and the Buyer shall promptly submit their dispute, in writing, to an independent public accounting firm (the "Independent Accountant"), detailing their positions as to the correct nature and amount of each item remaining in dispute, and the Independent Accountant shall make a written determination as to each such disputed item and the amount of the Final Net Working Capital, Final Indebtedness, and final Seller Expenses. The Independent Accountant shall make a written determination as to each such disputed item and the amount of the Final Net Working Capital, Final Indebtedness, and Final Seller Expenses. Buyer and Seller shall have up to thirty (30) days to present their positions as to the unresolved items to the Independent Accountant; provided, neither Party shall have any *ex parte* conversations or meetings with the Independent Accountant without the prior consent of the other Party. The Independent Accountant shall consider only those items and amounts in Buyer's and/or Seller's respective calculations that are identified as being items and amounts to which the Buyer and the Seller have been unable to agree. The Independent Accountant may not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the smallest value for such item claimed by either Party. The Independent Accountant's determination shall be based solely on written materials submitted by Buyer and Seller (*i.e.*, not on independent review). Absent fraud or manifest error, the determination of the Independent Accountant shall be conclusive and binding on the Parties and shall not be subject to appeal or further review.

(d) The costs of any dispute resolution pursuant to this Section 2.3, including the fees and expenses of the Independent Accountant and of any enforcement of the determination thereof, shall be borne by the Seller and the Buyer in inverse proportion as they may prevail on the matters resolved by the Independent Accountant, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Independent Accountant at the time the determination is rendered on the merits of the matters submitted. The fees and disbursements of the Representatives of each party incurred in connection with the preparation or review of the Final Closing Statement and preparation or review of any Notice of Disagreement, as applicable, shall be borne by such party.

(e) The Buyer and the Seller will, and will cause the Company (in the case of the Seller, prior to the Closing and, in the case of the Buyer, during the period from and after the date of delivery of the Final Closing Statement through the resolution of any adjustment to the Purchase Price contemplated by this Section 2.3) to afford the other party and its Representatives reasonable access, during normal business hours and upon reasonable prior notice, to the Representatives, books and records of the Company and to any other information reasonably requested for purposes of preparing and reviewing the calculations contemplated by this Section 2.3.

(f) Within ten (10) Business Days of the final determination pursuant to clauses (b) or (c) above, the Purchase Price shall be adjusted, upwards or downwards, and the following applicable payment(s) shall be made:

i. if the Final Net Working Capital is greater than positive $[redacted] as compared to Target Net Working Capital, then the amount that is in excess of positive $[redacted] (the amount of such excess, a "Working Capital Excess") shall be paid by the Buyer to the Seller by wire transfer of immediately available funds, and if the Final Net Working Capital is less than negative $[redacted] as compared to Target Net Working Capital, then the absolute value of the amount that is less than negative $[redacted] (the amount of such deficit, a "Working Capital Deficiency") shall be payable by the Seller to the Buyer. ***By way of example only***, if the Final Net Working Capital is a negative $125,000, then a $15,000 overage amount will be payable by Buyer to Seller; and if the Final Net Working Capital is a negative $175,000, then a $15,000 deficiency amount will be payable by Seller to Buyer.

ii. The Adjustment Amount (as defined below) shall be paid by wire transfer of immediately available funds by the Buyer to the Seller (if such net calculation results in a positive number); or by the Seller to the Buyer (if such net calculation results in a negative number). As used herein, the "Adjustment Amount" shall mean an amount calculated as follows: (A) the Working Capital Excess or Working Capital Deficiency (if any), plus (B) the Estimated Indebtedness, minus the Final Indebtedness (whether positive or negative), plus (C) the Estimated Seller Expenses, minus the Final Seller Expenses (whether positive or negative). Any payments pursuant to this Section 2.3 shall be treated as an adjustment to the Purchase Price paid by the Buyer to the Seller for federal, state and local Tax purposes, unless otherwise required by Law.

Section 2.4 Withholding. The Buyer will be entitled to deduct and withhold from any amounts payable under this Agreement, any Taxes or other amounts required under the Code or any applicable Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.5 Agreed Tax Treatment. As of the date of this Agreement, the Company is a "partnership" for Income Tax purposes. The Seller and the Buyer covenant and agree that for all applicable Income Tax purposes they intend that the purchase and sale of the Equity hereunder shall result in a deemed liquidation of the entire partnership interest in the Company by the Seller and an acquisition by the Buyer of an undivided interest in all assets of the Company (the "Intended Tax Treatment"), and to characterize and report for all applicable Income Tax purposes said purchase and sale of the Equity as a sale of the assets of the Company subject to the deemed assumption by the Buyer of the liabilities of the Company in a transaction described in IRS Rev. Rul. 99-6, Situation 2. The Parties agree that any income, gains, losses, deductions, credits and other Tax items of the Company though the end of the day on the Closing Date shall be allocated to the Seller and not to Buyer. Seller and Buyer shall file all Tax Returns consistent with the Income Tax treatment as set forth in this Section 2.5 and shall not voluntarily take any position inconsistent therewith upon examination of any relevant Tax Return in any audit, proceeding or

otherwise with respect to such Tax Returns (except to the extent required by a final taxing authority determination and except that this provision shall not require any party to appeal a final taxing authority determination or enter into litigation).

Section 2.6 **Purchase Price Allocation**. For applicable Income Tax purposes, the parties hereto shall allocate the Purchase Price, as adjusted pursuant to Section 2.3 and together with any assumed liabilities, costs, payments and other items required to be treated as "consideration" or sale proceeds for Income Tax purposes for the Equity (the "Allocable Consideration") among the assets of the Company in accordance with the provisions of Section 1060 of the Code, the Treasury Regulations promulgated thereunder, and the methodology set forth on Exhibit A (the "Allocation Methodology"). Within sixty (60) days following the determination of the Final Closing Statement and the adjustment (if any) to the Purchase Price pursuant to Section 2.3, the Seller shall deliver to the Buyer a draft allocation schedule of the Allocable Consideration attributable to the Company's assets and liabilities (an "Allocation Schedule") for the Buyer's review and comment, which Allocation Schedule shall be prepared in accordance with the Allocation Methodology. The Buyer shall be deemed to have accepted such Allocation Schedule unless the Buyer provides any comments or objections to the Seller within fifteen (15) days after the receipt thereof (the "Allocation Review Period"). If the Buyer raises any objection to such Allocation Schedule within such Allocation Review Period, the parties will negotiate in good faith to resolve such objection(s). If, after negotiating in good faith, the parties are unable to agree on such Allocation Schedule within thirty (30) days after the expiration of the Allocation Review Period, disagreements regarding the Allocation Schedule shall be promptly referred to the Independent Accountant for resolution in accordance with the Allocation Methodology and the procedures set forth in Section 2.3, mutatis mutandis. Buyer and Seller shall timely and properly prepare, execute, file, and deliver all such documents, forms, and other information as the other party may reasonably request in preparing such Allocation Schedule. The Buyer shall file IRS 8594 form and report the underlying transaction on its Tax Return in all respects and for all purposes consistent with the Intended Tax Treatment and the Allocation Schedule (as finally determined). The Seller may (but is not required to) file an IRS 8594, ***provided however***, if Seller elects to prepare and file an 8594, Seller shall prepare said form consistent with Buyer's 8594 (subject only to variation for Seller's Expenses arising from the Transaction). None of the parties hereto or their respective Affiliates shall take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Intended Tax Treatment or Allocation Schedule (as finally determined) unless required to do so following a final "determination" within the meaning of Section 1313(a) of the Code or similar provision of other applicable Law.

Section 2.7 **Closing; Closing Deliverables**.

(a) Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall be held remotely by an exchange of signature pages in .pdf format, and on the date that is the last day of the month and at least ten (10) days following the satisfaction or, to the extent permitted by applicable Law, waiver of all conditions to the obligations of the parties set forth herein (other than such conditions as may, by their terms, only be satisfied on the Closing Date), or at such other place or at such other time or on such other date as Seller and Buyer mutually agree in writing. The day on which the Closing takes place is referred to as the "Closing Date." The consummation of the transactions contemplated hereby shall be deemed to have occurred simultaneously and shall be effective as of 12:01 a.m. Eastern Standard Time on the Closing Date.

(b) Conditions to Obligations of the Buyer to Close. The obligation of Buyer to consummate the transactions committed by this Agreement (collectively, the "Transaction") is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any of which may be waived by Buyer in writing, in whole or in part):

i. the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects, as of the Closing Date as though made at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects, as of such earlier date) and, except with respect to representations and warranties of the Seller that are not Fundamental Representations, such breaches, if any, as would not, individually or in the aggregate, (i) be material to the Company taken as a whole or (ii) otherwise materially delay the Closing;

ii. since the date hereof, there shall not have occurred, and no effect or circumstance shall exist which would reasonably be expected to have, a Material Adverse Effect to the Company or its assets or Business;

iii. no Action shall have been instituted against or naming Seller, or either of them, seeking to restrain, enjoin, or prohibit, and there shall not be in effect any order restraining, enjoining, or otherwise prohibiting, the consummation of the Transaction;

iv. No Governmental Authority shall have enacted, promulgated, or entered any Law, whether preliminary or permanent, that is then in effect and that makes illegal or otherwise prohibits the consummation of the Transaction.

v. all filings, consents, notices to and authorizations from any Governmental Authority required by this Agreement in order to consummate the transfer of control of the Company and its Permits in the contemplated Transaction shall have been filed, delivered, received, or obtained, and shall not have been revoked;

vi. all Encumbrances relating to the Company or the Equity shall have been released in full and Seller shall have delivered to Buyer written evidence, in form reasonably satisfactory to Buyer, of the release of such Encumbrances, except Encumbrances to be released upon delivery of Indebtedness payoffs may be evidenced in the Payoff Letters containing a commitment to terminate and release such Encumbrances; and

vii. Seller shall have delivered or caused to be delivered all of the items set forth in Section 2.7(e) hereof.

(c) Conditions to Obligations of the Seller to Close. The obligation of Seller to consummate the Transaction is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any of which may be waived by Seller in writing, in whole or in part):

i. the representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects, in each case, as of the Closing Date as though made at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects, as of such earlier date);

ii. no Action shall have been instituted against or naming Buyer, seeking to restrain, enjoin, or prohibit, and there shall not be in effect any order restraining, enjoining, or otherwise prohibiting, the consummation of the Transaction;

iii. No Governmental Authority shall have enacted, promulgated, or entered any Law, whether preliminary or permanent, that is then in effect and that makes illegal or otherwise prohibits the consummation of the Transaction; and

iv. Buyer shall have delivered or caused to be delivered all of the items set forth in Section 2.7(d) hereof.

(d) Buyer Deliverables. At the Closing, Buyer shall deliver, or cause to be delivered, to the Seller, all of the following:

(i) the executed Seller Note pursuant to Section 2.2(a);

(ii) Closing Cash Payment to be disbursed pursuant to Section 2.2(b);

(iii) Estimated Indebtedness to be disbursed pursuant to Section 2.3(c);

(iv) Estimated Seller Expenses to be disbursed pursuant to Section 2.3(d);

(v) the Assignment and Assumption of the Equity held in the Company by Heidi Mocas to Buyer, in the form reasonable acceptable to Buyer (the "Heidi Mocas Assignment"), duly executed by the Buyer;

(vi) the Assignment and Assumption of Equity in the Company held by Robert Mocas to Buyer, in the form reasonable acceptable to Buyer (the "Robert Mocas Assignment"), duly executed by the Buyer;

(vii) the Consulting Agreement, duly executed by Buyer or its designee;

(viii) the Restrictive Covenants Agreement, substantially in the form attached hereto at Exhibit E (the "Restrictive Covenants Agreement");

(ix) the Intercreditor Agreement, duly executed by Buyer and Live Oak Bank;

(x) each other Ancillary Agreement to which any Buyer is a party, duly executed by Buyer;

(xi) certificates signed by an officer of the Buyer, certifying its organizational documents, certifying all requisite resolutions or actions of its governing board approving the signing and delivery of this Agreement and the consummation of the Transaction, and certifying the incumbency and signatures of the officers signing this Agreement and the Ancillary Agreements, as applicable; and

(xii) such other documents and instruments as the Seller may reasonably require in order to effectuate the Transaction.

(e) Seller Deliverables. At the Closing, Seller shall deliver, or cause to be delivered, to the Buyer, as applicable, all of the following:

(i) the Robert Mocas Assignment, duly executed by Robert Mocas

(ii) the Heidi Mocas Assignment, duly executed by Heidi Mocas;

(iii) the Consulting Agreement, duly executed by Robert Mocas;

(iv) the Restrictive Covenants Agreement, duly executed by each Seller;

(v) the Release of Claims, substantially in the form attached hereto at Exhibit F, duly executed by each Seller;

(vi) the Employment Agreements substantially in the forms attached hereto at Exhibit G-1 through G-3, duly executed by Robert Mocas on behalf of the Company and by the other parties named therein, as applicable;

(vii) each other Ancillary Agreement to which any Seller is a party, duly executed by Seller;

(viii) the minute book of the Company;

(ix) IRS Form W-9 duly completed and executed by each Seller;

(x) a resignation letter duly signed by each Seller, resigning effective immediately upon Closing his/her respective title as a manager, officer, director or any other similar management or governance position with the Company;

(xi) the certificates of good standing from the State of Ohio and from each jurisdiction where the Company is qualified to do business as a foreign entity (or where failure to so qualify is reasonably likely to have a Material Adverse Effect on the Company or its assets), dated no earlier than thirty (30) days prior to the Closing Date;

(xii) a certificate signed by an officer (or managing member) of the Company, certifying its organizational documents, certifying all requisite resolutions or actions of the Sellers and the Company's governing board approving the signing and delivery of this Agreement and Ancillary Agreements, and the consummation of the Transaction, and containing the waivers of any and all rights of first refusal (as applicable) with respect to the Equity being purchased and sold hereunder; and

(xiii) such other documents and instruments as the Buyer may reasonably require in order to effectuate the Transaction.

Section 2.8 **Stay Bonuses**. Seller and Buyer hereby agree to equally split and each be responsible for fifty percent (50.00%) of the aggregate Stay Bonuses actually paid by Company pursuant to the three Employment Agreements. Seller further agrees that should Seller fail to timely contribute to Seller Bonuses payable pursuant to this Section 2.8, which are payable in accordance with the terms of the Employment Agreements, Buyer may pay said Stay Bonuses in their entirety and set-off the amount equal to one-half (1/2) of the aggregate Stay Bonuses, which portion amounts to Seller's responsibility for contributing to said Stay Bonuses, against the final installment payable under the Seller Note. Any Stay Bonus paid by the Seller shall be considered to be compensation paid by Seller through Buyer as paying agent on the Seller's behalf.

ARTICLE III

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REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as set forth in the Disclosure Schedule attached hereto, each Seller hereby jointly and severally represents and warrants to Buyer as follows:

Section 3.1 **Organization, Qualification, and Good Standing**. The Company is (i) a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio and duly qualified/registered to do business in each jurisdiction set forth on Section 3.1 of the Disclosure Schedule and has all necessary corporate power and authority to operate, own or lease its properties and to carry on its business as it is now being conducted and (ii) duly qualified or licensed as a foreign limited liability company to do business, and is in good standing, in each jurisdiction set forth on Section 3.1 of the Disclosure Schedule or where the character of the properties owned, leased or operated by it or the nature of its Business makes such qualification or registration necessary, except, in the case of clause (ii), for any such failures that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The copies of the Company's Operating Agreement and other organizational documents heretofore made available to the Buyer, are complete and correct, and no amendments thereto exist. The Company has no direct or indirect subsidiaries, and the Company does not own any securities issued by any other business organization or Governmental Authority.

Section 3.2 **Capitalization**. With respect to the Company, Section 3.2 of the Disclosure Schedule sets forth (a) the number of authorized shares and of each class of its capital stock, units, or similar equity interests, and (b) the number and/or percentage, and the holder of issued and outstanding shares of each class of its capital stock, units, or similar equity interests. All such equity interests (i) have been duly authorized and validly issued and are fully paid and non-assessable, and (ii) were issued in compliance with all applicable Laws, including all federal and state securities Laws. There are no outstanding rights, options, warrants, convertible securities, subscription rights, conversion rights, exchange rights or other agreements that require the any Seller to issue or sell any shares of its capital stock, units, or similar equity interests (or securities convertible into or exchangeable for shares of its capital stock, units or similar equity interests). No Seller is obligated to redeem or otherwise acquire any of its outstanding shares of capital stock, units, or similar equity interests. Equity represents all of the outstanding equity interests of the Company. The Seller is collectively the legal and beneficial owner of, and has good, marketable title to, the equity securities of the Company. Except as set forth on Section 3.2 of the Disclosure Schedule, the equity securities of the Seller are free and clear of all Encumbrances.

Section 3.3 **Power and Authority**. Each Seller has all requisite capacity and authority to execute and deliver this Agreement and the Ancillary Agreements, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. All acts or proceedings required to be taken by each Seller to authorize the execution and delivery of this Agreement and the performance of the Seller's obligations hereunder have been properly taken.

Section 3.4 **Enforceability**. This Agreement has been, and upon their execution each of the Ancillary Agreements to which each Seller (as applicable) will be a party will have been, duly executed and delivered by such Seller and, assuming due execution and delivery by each of the other parties hereto and thereto, this Agreement constitutes, and upon their execution each of the Ancillary Agreements to which the Seller will be a party will constitute, the legal, valid and binding obligations of such Seller, enforceable against him/her in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

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Section 3.5 No Conflicts or Violations; Consents and Approvals. The execution, delivery, and performance by each Seller of this Agreement and the consummation of the Transaction do not and will not: (a) violate or conflict with any of the organizational documents of the Company; (b) violate or conflict with any judgment, order, decree, statute, law, rule, or regulation applicable to any Seller or the Company; (c) to Seller's knowledge, conflict with or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under any contract or other instrument to which Company is a party; or (d) result in the creation or imposition of any Encumbrance on the Equity or the Company's assets. To Seller's knowledge, except for the items listed on Section 3.5 of the Disclosure Schedule (including, filings or joint filings required to be made with or pre-approvals to be obtained from the FCC, the PUCs, or any other Governmental Authority), no consent, approval, waiver, or authorization is required to be obtained by Seller from any Governmental Authority or any other Person in connection with the execution, delivery, and performance by Seller of this Agreement or any Ancillary Agreement, or the consummation of the Transaction.

Section 3.6 Licenses and Permits.

(a) All Permits required for the Company to conduct the Business as currently conducted have been obtained and are valid and in full force and effect, and all such Permits are set forth on Section 3.6 of the Disclosure Schedule. All applications, notices or other documents have been timely filed as required to affect timely renewal, issuance or reissuance of such Permits. Except as set forth on Section 3.6 of the Disclosure Schedule, there has occurred no violation of, suspension, imposition of penalties or fines or default (with or without notice or lapse of time or both) under, or to Seller's Knowledge, event giving rise to any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any such Permits that is currently in effect, in each case to the extent uncured or otherwise unresolved, other than an expiration of a Permit in the ordinary course of business. Neither Seller nor Company, to Seller's knowledge, any Representative of the Company have received any written notice of any action pending by any Governmental Authority having jurisdiction over Permits, to revoke, withdraw or suspend any Permits issued to the Company.

(b) Without limiting the generality of Section 3.6(a), the Company has all required, material approvals, authorizations, certificates and licenses relating to the Business of the Company that have been issued by the FCC or otherwise deemed granted pursuant to any FCC rule, order, or regulation (the "FCC Licenses") and all required, material approvals, authorizations, certificates, registrations and licenses relating to the Business or the Company that have been issued by or deemed granted pursuant to any PUC rule, order, or regulation any PUCs and any local Governmental Authority or similar state and/or foreign regulatory bodies, if any (the "PUC Licenses" and collectively with the FCC Licenses, the "Telecommunications Licenses"). The Company does not provide telecommunications services in any jurisdiction, other than as permitted by the Telecommunications Licenses, except to the extent that such services are not regulated by the FCC, any state PUC or other Governmental Authority, or where the failure to maintain a Telecommunications License would not be material to the Company or its Business. All Telecommunications Licenses relating to the Business are held by the Company.

(c) The Company is in compliance in all material respects with each of the Telecommunications Licenses and has fulfilled and performed all of its obligations with respect thereto, including without limitation all reports, notifications and applications required by applicable Laws relating to telecommunications services, including without limitation applicable rules, regulations and orders promulgated thereunder by the FCC or a PUC, and the payment of all regulatory fees, assessments and contributions.

Section 3.7 Financial Statements; No Undisclosed Liabilities.

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(a) Attached at Section 3.7(a) of the Disclosure Schedule are copies of (a) the financial statements of the Company (collectively, and including the notes thereto, to the extent applicable, the "Year-End Financial Statements"): (i) the consolidated balance sheets and income statements of the Company as of December 31, 2024 and 2025 and the related consolidated statements of stockholders' or members' equity and cash flows for the years ended December 31, 2024, and (ii) the consolidated interim balance sheet and income statement of the Company as of March 31, 2026 (the "Most Recent Financial Statements" and collectively with the Year-End Financial Statements, the "Financial Statements").

(b) All of the Financial Statements (i) have been prepared in accordance with the Accounting Principles of the Company applied on a consistent basis throughout the periods covered thereby (except as may be indicated in the notes thereto), (ii) present accurately and fairly, in all material respects, the financial position and results of operations of the Company as of the dates thereof (subject to normal year-end adjustments and the absence of related notes in the case of any interim financial statements), and (iii) are true, correct and complete, and are consistent with the books and records of the Company (which books and records are correct and complete).

(c) Section 3.7(c) of the Disclosure Schedule sets forth a true and correct itemization of the outstanding Indebtedness of the Company as of the date hereof, including the outstanding principal balance owed to the applicable creditor under such Indebtedness. Except for those that would not, individually or in the aggregate, reasonably be expected to be material, there are no other debts, liabilities or obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, known or unknown, of the Company, other than any such debts, liabilities or obligations (i) reflected or reserved against on the Interim Financial Statements, the Financial Statements or the notes thereto, or (ii) incurred since the date of the Balance Sheet in the ordinary course of business of the Company.

(d) Except as set forth in Section 3.7(d) of the Disclosure Schedule, each account receivable reflected on the Estimated Closing Statement constitutes a bona fide Receivable resulting from a bona fide sale to a customer in the ordinary course of business, the amount of which was actually due on the date thereof. Except with regard to carrier access billing or other inter-carrier transactions (which account for no more than approximately $20,000 of the Company's Receivables, to the Seller's knowledge, there are no defenses, claims of disabilities, counterclaims, offsets or other rights of setoff against any accounts receivable and to the Company's Knowledge, there is no threatened, intended or proposed defense, claim of disability, counterclaim, offset or other right of setoff with respect thereto.

Section 3.8 Absence of Certain Changes or Events. Since January 1, 2025 through the Closing Date: (a) the business of the Company has been and will be conducted, in all material respects, in the ordinary course of business consistent with past practice; and (b) there has not occurred any Material Adverse Effect. Without limiting the generality of the foregoing, since January 1, 2025 through the Closing Date, with respect to the Company or the Equity being purchased hereunder, other than as disclosed on Section 3.8 of the Disclosure Schedule:

(a) Company has not sold, assigned, or transferred any material portion of any of its tangible assets or Intellectual Property, taken as a whole, in each case except in the ordinary course of business;

(b) neither Seller has sold or transferred any of their capital stock, units or other securities convertible into its capital stock, units or other securities or warrants, options or other rights to acquire their capital stock, units or other securities, or other bonds or debt securities;

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(c) there has been no issuance, sale or other disposition of, or creation of any Encumbrance on, any equity or other ownership interests of the Company, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any equity or other ownership interests in the Company;

(d) there has not occurred any change or event that has resulted in, or would reasonably be expected to have, a Material Adverse Effect;

(e) there has not been any contract to make an acquisition (whether by merger, acquisition of equity interests or assets, or otherwise) of any business or line of business, other than this Agreement, made or entered into by the Seller or the Company;

(f) there has not been any damage, destruction or loss, whether or not covered by insurance, with respect to the property and assets of the Company having a replacement cost of more than $25,000 for any single or all such Losses;

(g) the Company has not adopted, amended or terminated any employee benefit plan or arrangement, other than amendments required by Law;

(h) the Company has not entered into or terminated any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement;

(i) Except as set forth on Section 3.8(i) of the Disclosure Schedule, the Company has not granted any increase in the base compensation of any of its officers or employees, other than individual increases of less than ten percent (10%) or, outside of the ordinary course of business, made any other change in employment terms for any of its officer or employees;

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

(k) Company has not made or changed any Tax election, filed any amended Tax Return, entered into any closing agreement, settled or compromised any Tax claim or assessment, surrendered any right to claim a refund of Taxes, consented to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or failed to pay any Tax when it became due and payable;

(l) (except for Terminated Permits pursuant to Section 5.3 below), the Company has not, nor, to Seller's knowledge, has any other party, accelerated, terminated, modified, or cancelled any Material Contract or Permit of the Company;

(m) Company has not made any capital expenditure (or series of related capital expenditures) either involving more than $75,000 or outside the ordinary course of business and (ii) as of the date hereof, no projects related to any capital expenditure (or series of related capital expenditures) either involving more than $50,000 or outside the ordinary course of business remain in-process, outstanding or unfinished, including for any new network builds related to the Business;

(n) Company has paid its accounts payable and other liabilities and payables in the ordinary course of business in accordance with their terms and have not delayed or postponed the payment of accounts payable and other liabilities and payables outside the ordinary course of business;

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(o) Company has collected its Receivables in the ordinary course of business and have not changed its collection policies with respect thereto or accelerated any such collections, including the collection of any pre-paid accounts or customer deposits; and

(p) the Seller has not committed or agreed, nor caused the Company to agree or commit to, any of the foregoing.

Section 3.9 Title to Assets. The Company has good, valid and marketable title to, or a valid and enforceable leasehold interest in (or other valid and enforceable right to use), all of the tangible personal property and assets owned by the Company or shown to be owned by the Company on the Most Recent Financial Statements, free and clear of all Encumbrances, except those relating to the Indebtedness which will be removed at the Closing or assets disposed of in the ordinary course of business since the date of the Most Recent Financial Statements. All of the assets that are necessary for or used in the operation of the Business are owned by the Company as of the date hereof and constitute all the assets that are necessary for or used in the operation of the Business in the ordinary course. To Seller's knowledge, the assets of the Company used in the operation of the Business are in good and serviceable condition (subject to normal wear and tear) and are suitable for the uses for which they are intended.

Section 3.10 Legal Proceedings. As of the date hereof, (i) there is no Action by or against the Company pending, or to Seller's knowledge, threatened, nor are there any investigations relating to the Company or its business pending or, to the Seller's knowledge, threatened by or before any court, arbitrator, or any Governmental Authority, except as set forth on Section 3.10 of the Disclosure Schedule, and (ii) no unsatisfied judgments, penalties, injunctions, or awards against or affecting the Company or any of its properties or assets. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action, except for any such Action that would not, individually or in the aggregate, reasonably be expected to be material.

Section 3.11 Employee Benefit Plans.

(a) Section 3.11(a) of the Disclosure Schedule sets forth (i) a true and complete list of all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and all bonus, equity option, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other benefit plans, programs or arrangements, that are maintained, contributed to or sponsored by the Company for the benefit of any current or former employee, officer, manager, contractor, or other service provider and (ii) a true and complete list of all employment, termination, severance or other contracts, agreements or material arrangements, pursuant to which the Company currently has any obligation with respect to any current or former employee, officer, manager, contractor, or other service provider (individually an "Employee Plan" and collectively, the "Employee Plans").

(b) Each Employee Plan has been maintained in all material respects in accordance with its terms and the requirements of ERISA and the Code, (ii) the Company has performed all material obligations required to be performed by it under any Employee Plan and is not in any material respect in default under or in violation of any Employee Plan, and (iii) no Action (other than claims for benefits in the ordinary course) is pending or, to the Knowledge of the Seller, threatened with respect to any Employee Plan by any current or former employee, officer, director, or advisor.

(c) None of the Employee Plans is a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA) or a single employer plan (within the meaning of Section 4001(a)(15) of ERISA) for which the Company would reasonably be expected to incur liability under Section 4063 or 4064 of ERISA.

(d) The Company is not a party to any contract, agreement or arrangement that could, directly or in combination with other events, result, separately or in the aggregate, in the payment, acceleration or enhancement of any benefit as a result of the transactions contemplated by this Agreement and the Ancillary Agreements, including, without limitation, the payment of any "excess parachute payments" within the meaning of Section 280G of the Code.

(e) No "prohibited transaction," as such term is described in Section 4975 of the Code or Section 406 of ERISA, has occurred with respect to any of the Employee Benefit Plans that would subject either Company or any member of the Aggregated Group, any officer of either Company to any Tax or penalty on such prohibited transaction imposed by Section 4975 of the Code.

(f) Each Employee Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings and proposed and final regulations) thereunder. The Company does not have any obligation to gross up, indemnify or otherwise reimburse any Person for any excise taxes, interest or penalties incurred pursuant to Section 409A of the Code.

(g) Seller shall retain the right to make contributions to its qualified retirement plan with respect to partnership income allocable to the pre-Closing period and to claim the corresponding income tax deductions prior to Closing.

Section 3.12 Labor and Employment Matters.

(a) Section 3.12(a) of the Disclosure Schedule contains, with respect to Company, a complete list of the names of all Persons who are employees or independent contractors of Seller as of the date hereof, specifying (i) with respect to each hourly employee, the title and rate of hourly pay as of the date of this Agreement, (ii) with respect to each salaried employee, the title, rate of salary, and commission or bonus structure as of the date of this Agreement (including any bonuses owed and unpaid as of the date hereof), (iii) with respect to each independent contractor, a description of the services performed and the compensation arrangement as of the date of this Agreement, and (iv) with respect to each such Person (A) the date of hire or engagement, (B) a list of all agreements affecting such Person's employment or engagement, including a description of any additional compensation arrangements not covered in clauses (i) through (iii), (C) if an employee, (1) whether the employee is classified as exempt or non-exempt under the Fair Labor Standards Act, applicable wage orders, or any other applicable wage and hour Law, and (2) whether or not such employee is absent for any reason such as lay-off, leave of absence, or workers' compensation and, if so, the date such absence began and the anticipated date of return. Except as set forth on Section 3.12(a) of the Disclosure Schedule, Seller has made available to the Buyer correct and complete copies of all agreements affecting the employment or engagement of all Persons who are employees or independent contractors of the Company as of the date hereof (as amended to date) and all such agreements are fully executed, binding, enforceable, and in full force and effect. Except as set forth on Section 3.12(a) of the Disclosure Schedule, all employees of the Seller Parties are "at will" and the Company does not employ or retain the services of any employee, or independent contractor who cannot be dismissed immediately, whether currently or immediately after the transactions contemplated by this Agreement, without notice and without further liability to the Company.

(b) Company not a party to or bound by any collective bargaining agreement and (i) there is currently no pending or, or to the Knowledge of the Seller, threatened organized effort by any labor union to organize any employees of the Company into one (1) or more collective bargaining units; (ii) there is no pending or, to the Knowledge of the Seller, threatened strike or organized work stoppage involving the employees of the (b) Company; (iii) there is no pending or threatened, grievance or unfair labor practice

charge, claim or complaint against the Company; (iv) the Company has not committed any material unfair labor practice during the past four (4) years; and (v) the Company has not experienced any labor strike, dispute, slowdown or stoppage or any other labor difficulty during the past four (4) years and, to the Knowledge of the Seller, there are no facts or circumstances that may lead to any such labor dispute.

(c) As of the date of this Agreement, no executive or other significant employee has communicated to Company of any plans to terminate his, her or their employment with the Company and, to the Knowledge of Seller, no employee of the Company is in violation of any term of any employment agreement, nondisclosure agreement or obligation, fiduciary duty, noncompetition agreement, restrictive covenant or other obligation relating to: (i) the right of any such employee to be employed by the Company; or (ii) the knowledge or use of trade secrets or proprietary information.

(d) As of the date hereof and as of Closing Date, all compensation, including wages, commissions and bonuses, payable to all employees, and independent contractors of the Company for services performed on or prior to the date hereof have been paid in full (and for the periods between the date hereof and Closing, will be paid in full at Closing or accrued in full for purposes of determining Net Working Capital) and there are no outstanding agreements, understandings or commitments of the Company with respect to any compensation, commissions or bonuses. On or before Closing, all recruiter, headhunter, or similar commissions or fees payable by Company with respect to all employees and independent contractors of the Company will have been paid in full at Closing or accrued in full for purposes of determining Net Working Capital.

(e) The Company is and has been in compliance in all material respects with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees of such Company, including all Laws relating to equal employment opportunities, fair employment practices, discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, immigration and I-9 compliance, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance. All individuals characterized and treated by the Company as independent contractors are properly treated as independent contractors under the applicable Laws. All employees of the Company are classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified.

Section 3.13 Insurance.

(a) The Company is covered by insurance coverage with reputable insurers in such amounts and covering such risks as are materially in accordance with applicable Laws and normal industry practice for companies engaged in businesses similar to that of the Company (taking into account the cost and availability of such insurance). Section 3.13(a) of the Disclosure Schedule sets forth a true and complete list of all current policies or binders of fire and casualty, property, liability, product liability, umbrella liability, employment practices liability, workers' compensation, automobile liability, cyber coverage, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by the Company relating to its Business, assets, and operations (collectively, the "Insurance Policies") and whether or not such policies are claims based or occurrence based. True and complete copies of such Insurance Policies have been made available to Buyer. All premiums due on such Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based liability on the part of the Company.

(b) All such Insurance Policies are valid and binding in accordance with their terms, are provided by carriers who are to the Seller's knowledge, financially solvent, and have not been subject

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to any lapse in coverage. There are no claims related to the Business of the Company pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. The Company is not in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. No notice of cancellation, termination, or premium increase has been received with respect to any such Insurance Policy as of the date hereof, and all such Insurance Policies are in full force and effect and will remain in full force and effect up to and including the time of the Closing.

Section 3.14 Real Property. The Company does not own any real estate property. Section 3.14 of the Disclosure Schedule lists the street address of each parcel of Leased Real Property of the Company. With respect to each Leased Real Property, (i) the Company has a valid leasehold estate in all Leased Real Property, free and clear of all Encumbrances other than Permitted Encumbrances, (ii) all leases in respect of the Leased Real Property are in full force and effect, the Company has not received any written notice of a breach of default thereunder, and, to the Knowledge of Seller, no event has occurred that, with notice or lapse of time or both, would constitute a breach or default thereunder, (iii) there is no pending or to the Knowledge of Seller, no threat of condemnation or similar proceeding affecting the Leased Real Property or any portion thereof, and (iv) there has not been any sublease or assignment entered into by the Company in respect of the leases relating to such Leased Real Property.

Section 3.15 Intellectual Property.

(a) Section 3.15(a) of the Disclosure Schedule sets forth an accurate and complete list of all Intellectual Property that (i) is registered with a Governmental Authority or is subject to an application for such registration, (ii) constitutes trademarks or trade names, or (iii) used in the operation of the Business other than software that is off-the-shelf or otherwise available to the general public under standard terms. Except as set forth in Section 3.15(a) of the Disclosure Schedule: (a) the assets of the Company include all right, title and interest in and to all Intellectual Property used in or necessary for the operation of the Businesses as currently conducted and currently proposed to be conducted; (b) the company has not received any written notices of infringement or misappropriation from any third party with respect to the operation of the Business or Company's use of any Intellectual Property; (c) to the Knowledge of the Seller, no third party is materially infringing or misappropriating any Intellectual Property owned by Seller (the "Seller Intellectual Property"); and (d) to the Knowledge of Seller, none of the Intellectual Property used by Seller, the products, services, software, or methods of the Seller, or the Business as currently conducted or currently proposed to be conducted, infringes upon or misappropriates any other Person's Intellectual Property. Except as set forth on Section 3.15(a) of the Disclosure Schedule, no rights of the Seller in and to any Intellectual Property owned by Company or used by the Company will be affected by, and no Person shall have any right to terminate, accelerate, restrict, impose an obligation concerning rights to any Intellectual Property, in each case as a result of the entry or consummation of the Transaction. Company has taken all necessary and desirable action to maintain and protect each item of Intellectual Property that it owns or uses. Each Person who is or was involved in the creation or development of any Intellectual Property used in or contemplated for use in the Business has signed a valid and enforceable agreement containing (i) a valid assignment to Company of all Intellectual Property used in or contemplated for use in the Business that were created or developed by such Person in the course of that Person's activities with or for or otherwise for the benefit of the Business, and (ii) confidentiality provisions protecting the trade secrets and other non-public elements of any Intellectual Property owned or used by Seller in the Business, and no such Person has any obligation to any other Person with respect to such Intellectual Property. The Company is not bound by and the Business is not subject to any judgment, injunction, order or decree giving any person or entity any rights in or restricting or limiting the use, licensing, commercialization, enforcement, or exploitation of any Intellectual Property or the conduct of the Business.

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(b) Section 3.15(b) of the Disclosure Schedule identifies each contract pursuant to which the Company has granted or received any license under, in or to, or has otherwise received or acquired any right, title or interest under, in, or to any Intellectual Property, other than commercially available computer software licensed to the Seller on standard terms (the "Licenses"). Company has performed in all material respects all obligations required to be performed by it in connection with the Licenses, and neither the Company nor, to the Knowledge of the Seller, any of the other parties thereto is in default under any of such Licenses, and to the Knowledge of the Seller, no such default is currently threatened.

Section 3.16 Taxes. Except as set forth in Section 3.16 of the Disclosure Schedule:

(a) All Tax Returns required to have been filed by or with respect to the Company have been timely filed (taking into account any extension of time to file granted or obtained), and such Tax Returns are accurate and true, correct and complete in all material respects, and accurately set forth in all material respects all items to the extent required to be reflected or included in such Tax Returns by applicable federal, state, local, or foreign Tax Laws, regulations, or rules. All Taxes shown to be payable on such Tax Returns have been paid or will be timely paid and all other amounts of Taxes required to be paid by the Company have been timely paid. Without limiting the foregoing, to the best of the Seller's Knowledge, the Company has Tax exemption certificates on file for each customer that Company does not bill sales taxes. No deficiency for any amount of Tax has been asserted or assessed by a Governmental Authority in writing, or otherwise, against the Company that has not been satisfied by payment, settled, or withdrawn. There are no Tax liens on the assets of the Company (other than Permitted Encumbrances). There are no outstanding waivers or agreements extending the statute of limitations for any period with respect to any Tax to which the Company may be subject. All amounts of Taxes not yet due and payable by the Company (or any other corporation merged into or consolidated with the Company) have been, properly accrued on the books of account of the Company. The Company is not a party to nor is it bound by nor has it any obligation under any Tax sharing or similar agreement or arrangement. The Company has not been required to include any item in income as a result of a voluntary change in accounting method, and no Governmental Authority has initiated or proposed any such adjustment or change. The Internal Revenue Service has not examined or reported on the federal income tax returns of the Company for any past taxable years. The Company has paid to the proper authorities all customs duties and similar or related charges required to be paid by it with respect to the importation of goods into the United States. No Governmental Authority (including jurisdictions where Company does not file Tax Returns) is now asserting or threatening in writing to assert any deficiency or assessment for additional Taxes or Tax fines with respect to the Company that has not been satisfied by payment, settled, or withdrawn. True, complete, and correct copies of the federal Income Tax Returns of the Company for the Tax years ended December 31, 2021, December 31, 2022, December 31, 2023, and December 31, 2024, have been heretofore delivered to the Buyer.

(b) Neither the Company nor the Seller is a "foreign person" within the meaning of Section 1445(f)(3) of the Code. No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any Taxing Authority with respect to the Company. The Company is not party to, or bound by, any Tax indemnity, or Tax sharing or similar arrangement (other than an agreement entered into in the ordinary course of business the principal purpose of which is not taxation. No written claim has been made by any Taxing Authority in a jurisdiction where the Company does not file Tax Returns such that the Company is or may be subject to Taxation by, or required to file any Tax Return in, that jurisdiction.

(c) The Company has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, customer, or other Person, and complied with all information reporting and backup withholding provisions of applicable Law. The Company has properly calculated, and as permitted charged its customers all applicable sales Taxes, has

remitted all such sales Taxes to the appropriate Governmental Authority, and complied with all reporting requirements in connection therewith under applicable Law.

Section 3.17 Environmental Matters. The Company is in compliance with all applicable Environmental Laws and has obtained and is in compliance with all material environmental Permits and there are no claims pursuant to any Environmental Law pending or, to the Knowledge of the Seller, threatened, against the Company. No real property currently or formerly owned, operated, or leased by the Company is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list. There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Business operated by the Company or any real property currently or formerly owned, operated or leased by the Company, and neither Seller nor the Company has received any notice that any real property currently or formerly owned, operated or leased by the Company has been contaminated with any Hazardous Material which could reasonably be expected to result in a claim against, or a violation of Environmental Law or term of any environmental Permit by, the Company. For purposes of this Agreement: "Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls. As used herein, "Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

Section 3.18 Telecom Charges. Section 3.18 of the Disclosure Schedule sets forth all jurisdictions in which the Company is subject to Telecom Charges. All Telecom Charges for which the Company has received an invoice or is otherwise required to pay prior to Closing have been or will be timely paid prior to Closing. No Governmental Authority that administers any Telecom Charges is now asserting or threatening in writing to assert any assessment or deficiency for additional Telecom Charges (including, but not limited to, any and all material Universal Service Fund Telecom Charges (the "USF Fees") or any interest, penalties or fines with respect to the Company that has not been satisfied by payment, settled or withdrawn. The Company has properly calculated, and as permitted charged its customers (including, but not limited to, all domestic and international transit traffic and/or direct inbound dialing customers) all applicable Telecom Charges, including, without limitation, all applicable USF Fees, and complied with all reporting requirements in connection therewith under applicable Law.

Section 3.19 Material Contracts.

(a) Section 3.19(a) of the Disclosure Schedule lists each of the following written contracts and agreements of the Company with respect to the Business (such contracts and agreements as described in this Section 3.19(a) being "Material Contracts"):

(i) all written contracts or agreements that provide for the payment by, or receipt by, the Company of more than $[redacted] per year;

(ii) any customer contract for goods or services of the Company that generated $[redacted] or more in gross revenue for the Company for either of the two most recent fiscal years (the "Material Customers");

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(iii) any sales, service or distribution contract (other than purchase orders providing for sales of products in the ordinary course of business) with any current and ongoing distributor or supplier to whom the Company has paid consideration for goods or services rendered in an amount equal to or greater than $[redacted] for either of the two most recent fiscal years (the "Material Suppliers").

(iv) all contracts and agreements relating to Indebtedness of the Company;

(v) all supply contracts for Material Suppliers that are not terminable by the Company upon 30 days' or less notice without penalty or further liability to the Company;

(vi) all contracts and agreements that limit or purport to limit the ability of the Company to compete in any line of business or with any Person or in any geographic area or during any period of time;

(vii) all non-competition or non-solicitation agreements between or among the Company, on the one hand, and any existing or former officer, director, contractor, or employee of the Company, on the other hand, which have not expired by their terms;

(viii) all contracts that provide for the employment of any officer or employee or contractor on a full time, part-time, or consulting basis (other than any "at will" contract that may be terminated by the Company upon thirty (30) days' or less advance notice without penalty or further liability), or that provide for any payments to such Person or other liabilities of the Company upon a termination of employment for any reason;

(ix) all pension, profit sharing, retirement, bonus, incentive, unit option, phantom unit, or other plan or arrangement providing for deferred or other compensation to employees or any other employee benefit plan, arrangement or practice, whether formal or informal;

(x) all personal property leases involving payment obligations over the remaining term of the lease in excess of $[redacted] and all capitalized leases;

(xi) all contracts, leases, and licenses for Leased Real Property;

(xii) all contracts under which the Company has granted or received a license or sublicense to any Intellectual Property rights, or under which the Company's ability to use, license, or enforce, or grant an exclusive right to, any Intellectual Property right, is affected;

(xiii) all Contracts with any Governmental Authority to which the Company is a party, other than customer contracts; and

(xiv) all Contracts that provide for the indemnification by the Company of any Person or the assumption of any Tax, environmental or other liability of any Person.

(b) Each Material Contract is valid and binding on the Company and is in full force and effect on the date hereof. The Company is not in breach of, or default under, any Material Contract to which it is a party, and to the Knowledge of Seller, no other party to any Material Contract is in breach of or default under (or is alleged to be in breach of or default under) any Material Contract, or has provided or received any notice of any intention to cancel, terminate, materially modify, refuse to perform or refuse to renew such Material Contract. Section 3.19(b) of the Disclosure Schedule sets forth (i) the amount paid by each Material Customer to the Company for goods and services during the most recent two fiscal years ended; (ii) the amounts paid by the Company, to each Material Supplier during the most recent two fiscal

years ended. Except as set forth in Section 3.19(b) of the Disclosure Schedule, and other than normal decreases or other deviations in customer transaction volume, neither the Company nor the Seller has received any notice, and to the Knowledge of Seller, there is no reasonable reason to believe that any of the Material Customers have ceased, or intend to cease after the Closing, to purchase Company's goods or services, or to otherwise terminate or materially reduce their relationship with the Company. Except as set forth in Section 3.19(b), the Company has not, within the last two (2) years, had collection issues with any such Material Customer. Except as set forth in Section 3.19(b) of the Disclosure Schedule, neither the Company nor the Seller has received any notice, and to the Knowledge of Seller, there is no reasonable reason to believe prior that any Material Supplier (including, for avoidance of doubt, distributors handling the accounts of any Material Customer) has ceased, or intends to cease after the Closing, to supply goods or services to the Company or to otherwise terminate or materially reduce its relationship with the Company.

Section 3.20 Brokers. Except for Focus Investment Banking LLC, the fees and expenses of which will constitute a Seller Expense and be paid at Closing, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Seller or the Company.

Section 3.21 Paycheck Protection and Coronavirus Relief. Section 3.21 of the Disclosure Schedule sets forth accurately and completely all PPP Loans of Company, the amount of such PPP Loans received by Company, the applicable PPP lender(s) and the status of the applicable PPP forgiveness application(s) with respect to such PPP loans. Seller further represents and warrants that the full amount of all Coronavirus Relief Programs proceeds have been used by Company for permissible purposes in accordance with the CARES Act and the regulations promulgated thereunder. The Company has repaid in full any portion of any PPP Loan or that was not forgiven in full or otherwise that was due and payable, and there remains no outstanding balance with respect to any such PPP loans. Company is in compliance, and has always been in compliance, with all terms and conditions, reporting obligations, and other conditions associated with receipt of any Coronavirus Relief Programs. Other than the Coronavirus Relief Programs that have already been received by the Company, the Company has not applied for any additional payments under any Coronavirus Relief Programs. Other than as disclosed on Section 3.21 of the Disclosure Schedule, Company has not received any other loans, grants, or funding from any Governmental Authority or any other Person as a result of or in connection with the Coronavirus Pandemic and Company has not received any payment or incurred any liability pursuant to, arising out of or in connection with any Coronavirus Relief Programs and no other Coronavirus Relief Programs require Company to escrow any funds. All payments requested, applied for, or received, or proceeds of such payments used, through Coronavirus Relief Programs (a) were authorized by the Company in accordance, where applicable, with its articles of organization and operating agreement (or equivalent documents), (b) were completed and submitted by the Company in good faith, (c) were correct and complete, (d) presented fairly the financial position and results of operations of the Company as set forth therein, (e) were derived from the books and records of the Company, (f) have been attested to in connection with the receipt and retention of the Coronavirus Relief Programs, and (g) complied with the CARES Act (and subsequent related guidance) and applicable Law. Company's use of the proceeds of the Coronavirus Relief Programs complied with the CARES Act (and subsequent related guidance) and applicable Law, as reasonably interpreted by the Company at the time of such use. Company was eligible to receive the Coronavirus Relief Programs under the requirements of the CARES Act and as otherwise provided by applicable Law.

Section 3.22 Bank Accounts and Credit Card Accounts. Section 3.22 of the Disclosure Schedule hereto is an accurate and complete list setting forth the names and locations of all Company's: (i) banks at which the Company has an account or a safe deposit box (together with the account number and a brief description of each such account or safety deposit box); and (ii) credit and debit cards, including the issuing bank, the last four digits of each such card number, and the names of all Persons

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authorized to draw thereon or to have access thereof. As of the Closing, all Company credit card balances will have been paid down to zero or accrued in full for purposes of determining the Net Working Capital.

Section 3.23 No Other Representations or Warranties. NONE OF SELLER, THE COMPANY OR ANY OTHER PERSON HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, AND NONE OF SELLER, THE COMPANY, OR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES IS LIABLE FOR OR BOUND IN ANY MANNER BY, ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, OR STATEMENTS PERTAINING TO THE COMPANY, SELLER OR THE EQUITY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller as follows:

Section 4.1 Organization and Qualification. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware and has all necessary corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. The Buyer is duly qualified to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased, or operated by it or the nature of its business makes such qualification or registration necessary, except, in each case, for any such failures that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Buyer.

Section 4.2 Power and Authority. The Buyer has full limited liability company power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action.

Section 4.3 Enforceability. This Agreement has been, and upon their execution each of the Ancillary Agreements to which the Buyer will be a party will have been, duly executed and delivered by the Buyer and, assuming due execution and delivery by each of the other parties hereto and thereto, this Agreement constitutes, and upon their execution each of the Ancillary Agreements to which the Buyer will be a party will constitute, the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 4.4 No Conflicts; Required Filings and Consents. The execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which the Buyer will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate any provision of the organizational documents of any of the Buyer; (b) provided the filings or joint filings required to be made with or pre-approvals to be obtained from the FCC, the PUCs, and any other Governmental Authority set forth on Section 3.5 of the Disclosure Schedule are filed and obtained, as applicable to Buyer), require the consent or approval of any Governmental Authority or violate any Law applicable to, binding upon or enforceable against the Buyer; (c) result in any material breach of, or constitute a material default (or an event which would, with the passage of time or the giving of notice or

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both, constitute a material default) under, or give rise to a right of payment under or the right to terminate, amend, modify, abandon or accelerate, any material contract to which Buyer is a party or bound; or (d) except for the Seller Note or as contemplated by the Intercreditor Agreement, result in the creation or imposition of any Encumbrance upon any of the material property or material assets of Buyer. To Buyer's actual knowledge, except for the items listed on Section 3.5 of the Disclosure Schedule from the Seller (including, filings or joint filings required to be made with or pre-approvals to be obtained from the FCC, the PUCs, or any other Governmental Authority), no consent, approval, waiver, or authorization is required to be obtained by Buyer from any Governmental Authority in connection with the execution, delivery, and performance by Buyer of this Agreement or any Ancillary Agreement, or the consummation of the Transaction.

Section 4.5 **No Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Buyer.

ARTICLE V
COVENANTS

Section 5.1 **Conduct of Business Prior to Closing**. From the date of this Agreement and until the Closing, except as consented to in writing by Buyer, which consent shall not be unreasonably withheld, or as required by applicable Law, (a) the Seller shall (i) cause the Company to continue to operate the in the ordinary course of business, consistent with past practice, in all material respects, (ii) use its Commercially Reasonable best efforts to preserve intact its current business structure, operations and Permits, and the rights, goodwill and relationships of Company's customers, suppliers, service providers, and others having business relationships with the Company; (iii) maintain in good working condition and repair (normal wear and tear excepted), consistent with past practices, the Company's equipment, machinery, tools, and supplies; (iv) not terminate any Material Contract, other than in the ordinary course of business, and otherwise perform its obligations thereunder; (v) maintain in full force and effect Company's insurance policies; (vi) not accelerate or postpone the collection of any Receivables or the payment of any accounts payable; (vii) pay all Telecom Charges and Tax obligations of the Company when due and payable; (viii) not amend the Company's articles of organization; (ix) not permit the Company to issue or sell any equity interest, profits interests, or any options, convertible securities or other rights of any kind to acquire any such equity or profits interests; (x) not permit the Company to create any subsidiary or acquire any corporation, limited liability company, other business organization or any division thereof; (xi) not permit the Company to issue any debt securities, and (xii) not permit the Company to make a change in any method of accounting or accounting practice.

Section 5.2 **Covenants Regarding Information**.

(a) From the date hereof until the Closing Date, upon reasonable notice, the Seller shall, and shall cause the Company to, afford the Buyer and its Representatives reasonable access to the Representatives, properties, offices, facilities, books and records of the Company, and shall cause the Company to furnish the Buyer with such financial, operating and other data and information as the Buyer may reasonably request including, but not limited to, monthly financial statements; provided, however, that any such access or furnishing of information shall be conducted at the Buyer's expense, during normal business hours, under the supervision of the Seller and in such a manner as not unreasonably to interfere with the normal operations of the Company. Without limiting the foregoing, Seller shall use Commercially Reasonable Efforts to provide Buyer with reasonably required updated monthly financials that may be required to facilitate Buyer's final credit approval with Live Oak Bank. Notwithstanding anything to the contrary in this Agreement, the Company shall not be required to disclose any information

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to the Buyer or its Representatives if such disclosure would jeopardize any attorney-client or other legal privilege.

(b) From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of: (i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company or its Business or assets, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct, or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 2.7(b) of this Agreement to be satisfied.

(c) In order to facilitate the resolution of any claims made against or incurred by the Buyer or the Company, for a period of five (5) years after the Closing, the Seller shall (i) retain the books and records relating to the Company for the periods prior to the Closing, which have not otherwise been delivered to the Buyer and (ii) upon reasonable notice, afford the Representatives of the Buyer reasonable access to (including the right to make, at the Buyer's expense, photocopies) such books and records.

Section 5.3 Withdrawal of Certain Licenses. Buyer and Seller agree that promptly after the Effective Date hereof, the Seller will withdraw and terminate its telecommunications Permits in the states of Arizona and Mississippi. In addition, if in the opinion of regulatory legal counsel, it is determined that additional CLEC, IXC, or other Permits in certain jurisdictions are unnecessary for Company to maintain, Seller will withdraw such other Permits to be specified hereafter (if any) prior to Closing, in lieu of Parties pursuing transfer of control authorizations in connection therewith. All Permits withdrawn and terminated pursuant to this Section 5.3 shall be referred to as "Terminated Permits."

Section 5.4 Consents and Filings.

(a) The Seller and the Buyer shall use all Commercially Reasonable efforts to take, or cause to be taken, all appropriate actions to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the Transaction as promptly as practicable, including to (i) make or submit all necessary applications, notices, and other filings, and thereafter make any other required submissions, with respect to this Agreement required with the FCC and the PUCs, and (ii) obtain from Governmental Authorities and other Persons all consents, approvals, authorizations, qualifications and orders as are necessary for the consummation of the Transaction. Seller and Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in connection with the foregoing. Each party shall provide the other party and their respective regulatory counsel with all information reasonably necessary for the preparation of regulatory applications and filings and cooperate to prepare and file with the FCC and PUCs any applications, registrations, notices or other documentation necessary to effectuate the change of control or similar regulatory filings and approvals. Without limiting the foregoing, Seller shall update the Permits in the Disclosure Schedule upon becoming aware of any status changes to same. As soon as reasonably practicable, the Buyer and Seller shall file or cause to be filed the necessary applications or notices (or joint notices) with the FCC and the PUCs, and the Seller and the Buyer shall split the regulatory filing costs, agency processing fees assessed in connection with this Transaction, and regulatory counsel legal fees incurred in connection with all change of control authorization filings and notices. Prior to retaining additional local regulatory counsel where necessary or practical for state regulatory filings, the parties shall cooperate with each other to agree on retaining such local counsel.

(b) The Buyer and Seller shall have the right to review in advance, and to the extent reasonably practicable shall consult each other with respect to, all material information relating to the other that appears in any filing made with, or written materials submitted to, any Governmental Authority in

connection with the Transaction. The Seller and the Buyer shall keep each other reasonably apprised of the status of matters relating to this Agreement and work cooperatively in connection with the efforts referenced above in obtaining all such consents. In that regard, the Buyer and the Seller shall, without limitation: (i) promptly notify each other of, and if in writing furnish each other with copies of (or, in the case of oral communications, advise each other orally of), any material communications from or with any Governmental Authority with respect to the Transaction; (ii) permit each other to review and discuss in advance, and consider in good faith the views of each other in connection with, any proposed written or oral communication with any such Governmental Authority with respect to the Transaction; (iii) furnish each other with copies of all material correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and any such Governmental Authority with respect to the Transaction; and (iv) furnish each other with such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions of information to any such Governmental Authority.

Section 5.5 **Confidentiality**. Each of the parties shall hold and shall cause its Representatives to hold in confidence this Agreement and the terms of the Transaction contemplated herein, except that (i) either party to this Agreement may disclose such terms to the extent required by Law; (ii) either party may disclose the existence of this Agreement or the terms of the contemplated Transaction in order to enforce or establish such party's rights hereunder or thereunder; and (iii) either party may disclose such terms to the extent necessary in connection with the due diligence review of such party by lenders or investment bankers, to such Persons and to their attorneys, auditors, and other Representatives who are subject to confidentiality restrictions no less stringent than those contained in this Agreement.

Section 5.6 **Public Announcements**. The Seller and the Buyer shall each consult with the other prior to issuing, and provide each other a reasonable opportunity to review and comment upon, any press release or public statement with respect to the Transaction or the announcement thereof, and (except as may be required by applicable Law) may issue such press release only upon such consultation.

Section 5.7 **Post-Closing Cooperation and Further Assurances**. Following the Closing, each of the parties hereto shall, and shall cause their respective Representatives to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the contemplated Transaction. Without limiting the foregoing, Buyer and Seller shall use Commercially Reasonable Efforts to cooperate with each other, and shall cause their Representatives to use Commercially Reasonable Efforts to cooperate with each other, to ensure the orderly transition of the Business from Seller to Buyer, and to minimize any disruption to the Company and the conduct of the Business that might result from the Transaction.

Section 5.8 **Knowledge of Inaccuracies**. The Buyer shall reasonably promptly notify the Seller if at any time before the Closing the Buyer acquires knowledge, from any source other than the Seller, of any material inaccuracy in any of the representations made by the Seller in Article III above, provided, nothing herein obligates the Buyer to independently investigate any such inaccuracy or incur any cost or expense in curing the breached representations in connection therewith.

ARTICLE VI
TAX MATTERS

Section 6.1 **Tax Clearance**. Promptly upon Closing, the Seller shall take all actions necessary to comply with the requirements of any applicable Tax clearance certificate procedures of the State of Ohio, including the filing of any Tax clearance certificates in the State of Ohio to report the Transaction and requesting a certificate indicating the Company has filed all State of Ohio Tax Returns and deposited/paid all Taxes administered by the Tax Commissioner of the State of Ohio, which Company was obligated to

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file, deposit, and/or pay through the Closing Date for all applicable State of Ohio Taxes, including, but not limited to, sales Taxes (O.R.C. § 5739.14), employment Taxes (O.R.C. § 5747.07(H)), and commercial activity Taxes (O.R.C. § 5751.10). Buyer shall reasonably cooperate with Seller and provide successor information, to the extent required to be set forth on Tax clearance certificate submission. The Seller shall within forty-five (45) days of Closing, deliver to the Buyer a copy of all Tax clearance applications, certificates, and other documents filed with a Governmental Authority pursuant to this Section 6.1. If any Taxes are required to be paid by the Company or any other Peron in order to obtain the Tax clearance certificate contemplated herein, the Seller shall promptly (but in no event later than in 30 days after receipt of written notice thereof from the State of Ohio) pay such Taxes and resubmit the request for a Tax clearance certificate. In the event the parties agree to waive compliance with any applicable Tax clearance procedures herein, the Seller agrees to indemnify and hold harmless the Buyer from and against any and all successor liability in connection with such Taxes and all other liabilities resulting from the failure of the parties to comply with such Laws or procedures.

Section 6.2 Tax Returns and Payment of Taxes.

(a) Seller's Representative shall prepare or cause to be prepared, at the expense of the Seller, and timely file or cause to be timely filed all Tax Returns required to be filed in respect of the Company and the Business for any Pre-Closing Tax Period, regardless of when such Tax Returns are required to be filed. Except for changes required by changes in applicable Tax Law or changes in fact, all such Tax Returns shall be prepared and filed in a manner consistent with practices followed in prior years by the Company with respect to the Business. If Seller elects to file IRS form 8594 for the contemplated Transaction, the Seller shall deliver to Buyer, for Buyer's review and reasonable comment, a draft of said 8594 at least ten (10) Business Days prior to filing same. Seller shall also provide Buyer, upon Buyer's request for Company's file and record, a copy of Sellers' final Form 1065 return for the Company and the related K-1 Schedules. For the avoidance of doubt, the Buyer shall prepare and file or caused to be prepared and filed all Tax Returns required to be filed by or with respect to the Company after the Closing other than those prepared and filed by the Seller's Representative pursuant to this Section 6.2(a).

(b) For purposes of this Agreement, the portion of any Tax imposed or payable with respect to the Company for a Straddle Period shall be apportioned between the portion of the Straddle Period that begins on or before the Closing Date and ends on the day immediately prior to the Closing Date (the "Pre-Closing Straddle Period") and the portion of the Straddle Period that begins on (and including) the day of the Closing Date and continues to the end of the Straddle Period (the "Post-Closing Straddle Period"). The portion of such Tax attributable to the Pre-Closing Straddle Period shall (i) in the case of property Taxes and other Taxes that are not imposed or payable in connection with or measured by reference to economic activity or a transaction be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the Pre-Closing Straddle Period and denominator of which is the total number of days in the Straddle Period, and (ii) in the case of any Taxes that are imposed or payable in connection with or measured by reference to economic activity or a transaction (including, for the avoidance of doubt, any sales or use Taxes, excise Taxes, payroll or employment Taxes, withholding Taxes and any Tax based on or measured by income, receipts or profits earned during a Straddle Period), be deemed equal to the amount that would be payable if the Straddle Period ended as of the Closing Date. The portion of a Tax attributable to a Post-Closing Straddle Period shall be calculated in a corresponding manner.

(c) Seller covenants that it will timely pay, or cause to be paid, all Taxes due and payable by or with respect to the Company, for any Pre-Closing Tax Period, and for any Pre-Closing Straddle Period as determined pursuant to this Section 6.2. In the event the Seller fail to so timely (subject to applicable extension periods) pay such Taxes and Buyer pays any such Taxes for any Pre-Closing Tax Period and for any Pre-Closing Straddle Period on behalf of the Seller or the Company, then the Buyer shall

deliver to Seller, for Seller's review and comment, a copy of each Tax Return prepared or amended by the Buyer, if any, applicable to such payment(s) by Buyer. The Buyer's Representative shall cause Buyers' tax preparers to incorporate any reasonable comments or proposed reasonable changes submitted in writing by Seller to the Buyer's Representative within thirty (30) days following the date on which such Tax Return was delivered to Seller.

(d) Seller shall promptly reimburse Buyer for any Taxes within five (5) Business Days after demand from Buyer. Buyer may elect, in addition to all other remedies available at law or in equity, to offset such amount of Taxes against any amounts due from the Buyer to any Seller party under the Seller Note or otherwise.

Section 6.3 **Miscellaneous Tax Provisions**.

(a) Notwithstanding any provision contained herein to the contrary, Seller shall not cause or permit Company (i) to change its Tax classification with respect to a Pre-Closing Tax Period or Pre-Closing Straddle Period for Income Tax purposes, or (ii) to assert or take any position, whether in audits, Tax Returns, or otherwise, that the Income Tax classification of such entity with respect to a Pre-Closing Tax Period or Pre-Closing Straddle Period, as reflected in this Agreement or the Disclosure Schedules was incorrect or invalid.

(b) Notwithstanding anything in this Agreement to the contrary, the parties agree that the Seller shall have the right (but no obligation) to make an election under Code Section 6226 and the applicable Treasury Regulations for any Pre-Closing Tax Period or Pre-Closing Straddle Period to "push out" any imputed underpayment from the tax partnership to the Company's "reviewed year partners" under the Partnership Tax Audit Rules (a "Push-Out Election"). For the avoidance of doubt, Buyer shall have the right to control any proceeding with respect to Taxes of the Company following the Closing.

(c) All applicable transfer, excise, bulk sale, stamp, recording, registration and any similar Taxes (including penalties and interest thereon, "Transfer Taxes") that become payable directly in connection with the sale of the Equity to the Buyer shall be borne by the Seller and paid when due. The applicable parties shall cooperate in filing such forms and documents as may be necessary to permit any such Transfer Tax to be assessed and paid on or prior to the Closing Date in accordance with any available pre-sale filing procedure, and to obtain any exemption or refund of any such Transfer Tax.

(d) The Buyer and the Seller shall cooperate fully, as and to the extent reasonably requested by the other party or parties, in connection with the filing and preparation of Tax Returns and any audits or other proceeding related thereto. Such cooperation shall include the retention and (upon the other party's or parties' request) the provision of records and information that are reasonably relevant to any such proceeding on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

ARTICLE VII
INDEMNIFICATION

Section 7.1 **Survival of Representations, Warranties, and Covenants**. The Buyer and Seller hereby agree that the representations, warranties, and covenants contained in this Agreement shall survive the Closing as follows:

(a) all covenants of the parties contained in this Agreement shall survive the Closing until fully performed;

(b) the representations and warranties contained in Section 3.2 (Capitalization and Ownership) Section 3.3 (Power and Authority), Section 3.4 (Enforceability), the first sentence of Section 3.9 (Title), Section 3.16 (Taxes) Section 3.20 (Brokers), Section 4.1 (Organization), Section 4.2 (Power and Authority), Section 4.3 (Enforceability), and Section 4.5 (No Brokers) (collectively, the "Fundamental Representations") shall not terminate and shall continue indefinitely for the applicable statute of limitations period;

(c) the representations and warranties contained in Section 3.11 (Employee Benefit Plans) shall survive until the third (3rd) anniversary of the date hereof and Section 3.18 (Telecom Charges) shall survive until the [redacted] anniversary of the date hereof (each of the foregoing being "Special Representations); and

(d) except in the case of fraud, willful misconduct or intentional misrepresentation, in which case the applicable representations and warranties shall survive indefinitely, all other representations and warranties contained in this Agreement shall terminate and be of no further force and effect on the date that is [redacted] months after the Closing Date.

Section 7.2 **Indemnification by the Buyer**. Buyer agrees to indemnify each Seller, and their respective heirs, trustees, and personal representatives (collectively, the "Seller Indemnified Parties"), from and against any and all Losses incurred by a Seller Indemnified Party arising out of, resulting from, in connection with or relating to any of the following: (a) any breach by the Buyer of any of the representations and warranties contained herein or in any of the Ancillary Agreements; (b) any breach by the Buyer of any of the covenants or obligations contained herein or in any of the Ancillary Agreements; and (c) Buyer's fraud.

Section 7.3 **Indemnification by the Seller**. Each of the Seller parties, jointly and severally, agree to indemnify the Buyer and its Affiliates, and their respective stockholders, members, directors, managers, officers, employees, agents, and representatives (collectively, the "Buyer Indemnified Parties"), from and against any and all Losses incurred by a Buyer Indemnified Party arising out of, resulting from, in connection with or relating to any of the following:

(a) any breach by a Seller of any of the representations or warranties contained herein or in any of the Ancillary Agreements;

(b) any breach by a Seller of any of the covenants or obligations contained herein or in any of the Ancillary Agreements;

(c) any and all Seller Taxes and Seller Expenses;

(d) all funding, receipts, liabilities, and obligations associated with the Coronavirus Relief Programs, including application for and certifications made by or on behalf of the Company prior to the Closing Date with respect to any Coronavirus Relief Programs, all uses of the proceeds of any Coronavirus Relief Programs, and any Losses arising under or in connection with any document or agreement entered into in connection therewith the PPP loans and/or any of the PPP loan Indebtedness (including Indebtedness that is required to be repaid by the Company), all uses of the proceeds of any of Company's PPP loans, and any Losses arising under or in connection with any document or agreement entered into prior to the Closing Date between Company and its PPP lender, and any of Company's PPP forgiveness applications;

(e) any claims of any nature by any current or former or alleged shareholder, equityholder, member, or partner of any Seller, or their predecessors based upon, resulting from or arising out of the Company's properties, assets, or business operations or obligations conducted, existing, or arising on or prior to the Closing Date; and

(f) the Actions disclosed on [redacted] the Disclosure Schedule], which shall not be subject Buyer's obligation to so satisfy the Basket.

Section 7.4 Certain Limitations. Except with respect to any criminal activity, fraud, willful misconduct or intentional misrepresentation, Seller's indemnification pursuant to Section 7.3 shall be subject to the following limitations:

(a) Seller shall not be liable to indemnify the Buyer Indemnified Parties for any Losses pursuant to Section 7.3(a) (other than with respect to Fundamental Representations) until the amount of all Losses that Seller would be liable for exceeds [redacted] in the aggregate (the "Basket"), at which point indemnification with respect to such Losses shall be made to the extent of such excess over the Basket;

(b) Claims pursuant to Section 7.3(a) (other than with respect to Fundamental Representations or Special Representations) shall be capped at [redacted] percent [redacted].00%) of the Purchase Price.

(c) Claims pursuant to Section 7.3(a) with respect to Special Representations shall be capped at [redacted] percent ([redacted].00%) of the Purchase Price.

(d) Claims pursuant to Section 7.3(a) with respect to Fundamental Representations shall be capped at the Purchase Price.

(e) No Buyer Indemnified Party shall be entitled to recover Losses or obtain any payment, reimbursement, restitution or indemnity more than once with respect to the same Loss. If any Buyer Indemnified Party recovers a Loss in respect of an indemnification claim, no other Buyer Indemnified Party may recover for the same indemnification claim under this Agreement to the extent of the Loss recovered by another Buyer Indemnified Party.

Section 7.5 Matters Involving Third Parties.

(a) If any third party shall notify any party hereto (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against any other party (the "Indemnifying Party") under this Article VII, then the Indemnified Party shall notify the Indemnifying Party thereof in writing with reasonable promptness, describing the claim, the amount thereof (if known and quantifiable) and the basis of the claim; provided, that, the failure to so promptly notify the Indemnifying Party shall not limit the indemnification obligations under this Agreement (provided such written notice was delivered without unreasonable delay during the applicable survival period).

(b) With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its expense, to assume the defense of the Third Party Claim, through counsel reasonably acceptable to the Indemnified Party; provided, that such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) seeks an injunction or other equitable relief against the Indemnified Party, or (z) in the reasonable estimation of Buyer, poses reputational or business relationship risk to the Company. If the Indemnifying Party elects to assume such control, the Indemnifying Party shall provide notice of assumption to the Indemnified Party which notice must be delivered within 15

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days of the Indemnifying Party's receipt of notice of such Third Party Claim, and expressly (i) verify to the Indemnified Party that such Indemnifying Party shall indemnify the Indemnified Party from and against the entirety of any Losses the Indemnified Party may suffer relating to such Third Party Claim for indemnification, (ii) enter into an agreement with the Indemnified Party in form and substance satisfactory to the Indemnified Party which agreement unconditionally guarantees the payment and performance of any liability or obligation which may arise with respect to such proceeding or facts giving rise to such Third Party Claim for indemnification hereunder, and (iii) provide proof satisfactory to the Indemnifying Party that the party assuming such defense has the financial ability to honor the obligations of the items (i) and (ii) above. In addition, if the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defense of such Third Party Claim and to retain counsel to act on its behalf; provided, that the fees and disbursements of such counsel shall be paid by the Indemnified Party. Unless and until the Indemnifying Party has assumed control of such Third Party Claim pursuant to this Section 7.5(b), the Indemnified Party shall control such Third Party Claim. If the Indemnifying Party exercises its right to control the defense of a Third Party Claim, the Indemnifying Party shall obtain the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned, or delayed) before entering into any settlement of a Third Party Claim or ceasing to defend such Third Party Claim if, (i) pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief will be imposed against the Indemnified Party or any of its Affiliates, (ii) such settlement does not expressly and unconditionally release the Indemnified Party from all liabilities and obligations with respect to such claim without prejudice, or (iii) if such settlement includes any statement as to or an admission of fact, culpability or failure to act by or on behalf of the Indemnified Party.

Section 7.6 **Determination of Losses**. The amount of any Loss subject to indemnification under this Article VII shall be reduced by the amounts of any insurance proceeds received or receivable, by the Indemnified Party in connection therewith. The Indemnified Party shall seek full recovery under all insurance policies covering any Losses to the same extent as they would if such Losses were not subject to indemnification hereunder. In the event that an insurance or other recovery is made by any Indemnified Party with respect to any Losses for which any such Person has been indemnified hereunder, then a refund equal to the amount of the recovery shall be made promptly to the Indemnifying Party that made or directed and provided such indemnification payments to such Indemnified Party. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known at any time that any such representation or warranty is, was or might be inaccurate.

Section 7.7 **Recourse for Losses; Offset and Failure to Pay**. In the event that any claim for indemnification is (i) uncontested or agreed to by the Seller or (ii) has been resolved in favor of a Buyer Indemnified Party pursuant to any order, award, settlement, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Authority or arbitrator, subject to the limitations set forth in Section 7.4, the claim for indemnification shall be satisfied, and the Buyer Indemnified Party shall seek payment (x) first, by set-off against the Seller Note, until the balance payable under the Seller Note has been reduced to zero or such Losses have been paid in full; then (y) through a payment of cash or other immediately available funds from the Seller to the Buyer Indemnified Parties.

Section 7.8 **Tax Treatment of Indemnification Payments**. All indemnification payments made by Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by applicable Laws.

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ARTICLE VIII
TERMINATION

Section 8.1 **Termination**. This Agreement may be terminated at any time prior to the Closing only as follows:

(a) by mutual written consent of the Buyer and each Seller;

(b) by the Seller, if the Buyer breaches or fails to perform in any respect any of its representations, warranties, or covenants contained in this Agreement, and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 2.7(c), (B) cannot be or has not been cured within forty-five (45) days following delivery of written notice of such breach or failure to perform and (C) has not been waived by the Seller;

(c) by the Buyer, if the Seller breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 2.7(b), (B) cannot be or has not been cured within forty-five (45) days following delivery of written notice of such breach or failure to perform and (C) has not been waived by the Buyer;

(d) (i) by the Seller, if any of the conditions set forth in Section 2.7(c) shall have become incapable of fulfillment prior to December 31, 2026 or (ii) by the Buyer, if any of the conditions set forth in Section 2.7(b) shall have become incapable of fulfillment prior to December 31, 2026; *provided however*, that the right to terminate this Agreement pursuant to this Section 8.1(d) shall not be available if the failure of the party so requesting termination to fulfill any obligation under this Agreement shall have been the cause of the failure of such condition to be satisfied on or prior to such date;

(e) by either the Seller or the Buyer in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other Action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other Action shall have become final and non-appealable.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 **Fees and Expenses**. Except as otherwise expressly provided herein, the parties shall pay their own fees and expenses, including their own counsel fees, incurred in connection with this Agreement.

Section 9.2 **Entire Agreement**. This Agreement (including the Exhibits and Schedules attached hereto) and other documents delivered at the Closing pursuant hereto or thereto, contain the entire understanding of the parties in respect of their subject matter and supersede all prior agreements and understandings (oral or written) among the parties with respect to such subject matter. The Disclosure Schedule, Exhibits, and Schedules hereto constitute a part hereof as though set forth in full above.

Section 9.3 **Amendment and Modification**. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 9.4 **No Waiver**. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 9.5 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed duly given upon receipt (or upon rejection or inability to deliver as addressed) when delivered (a) personally (b) by overnight delivery, (c) by certified mail, or (d) by email with "delivery receipt" confirmation and "read receipt" requested. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to the Seller, to:

Robert and Heidi Mocas
E-mail: rmocas@eastontelecom.com; hmocas@eastontelecom.com

(ii) if to the Buyer, to:

RSTN Communications LLC
14 Industrial Avenue, Suite 4
Mahwah, New Jersey 07430
Attn: Kevin Alward
Email: kevin@kalward.com

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

Gertsburg Licata
600 E. Granger Road, Ste. 200
Independence, OH 44131
Attn: Gene Friedman, Esq.
E-mail: efriedman@gertburglicata.com

Section 9.6 **Interpretation**. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. The headings contained herein and on the schedules and annexes hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or such schedules. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. The parties intend that each representation, warranty, and covenant contained herein shall have independent significance.

Section 9.7 **Specific Performance**. Each of the parties hereto agrees that this Agreement is intended to be legally binding and specifically enforceable pursuant to its terms and that the Buyer and the Seller would be irreparably harmed if any of the provisions of the Agreement are not performed in accordance with their specific terms, and that monetary damages would not provide adequate remedy in such event. Accordingly, in addition to any other remedy to which a non-breaching party may be entitled

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at law, a non-breaching party shall be entitled to seek injunctive relief without the posting of any bond to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof.

Section 9.8 **Governing Law**. This Agreement shall be construed in accordance with and governed for all purposes by the internal substantive Laws of the State of Ohio applicable to contracts executed and to be wholly performed within the State of Ohio.

Section 9.9 **Forum Selection and Consent to Jurisdiction**. EACH OF THE PARTIES AGREE THAT ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT BETWEEN THE PARTIES, MAY BE BROUGHT AND MAINTAINED IN THE COURTS OF THE STATE OF OHIO, OR IN A UNITED STATES DISTRICT COURT LOCATED IN THE STATE OF OHIO. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OHIO, AND OF THE UNITED STATES DISTRICT COURT LOCATED IN THE STATE OF OHIO. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 9.10 **Waiver of Jury Trial**. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY AGREEMENTS, OR ANY TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.10.

Section 9.11 **Binding Effect; Assignments**. The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Except as expressly provided in Article VII (mutual indemnity provisions), nothing expressed or implied herein shall be construed to give any other Person any legal or equitable rights hereunder. Except as expressly provided herein, the rights and obligations of this Agreement may not be assigned or delegated by the parties without the prior written consent of the other party. Notwithstanding the preceding, in connection with the Closing and without the prior approval of the Seller, the Buyer is expressly authorized to assign and convey its rights and obligations under this Agreement to its wholly owned subsidiary or to an Affiliate under common control with the Buyer.

Section 9.12 **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction, and this Agreement shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

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Section 9.13 **Currency**. All references to "dollars" or "$" in this Agreement or any Ancillary Agreement refer to United States Dollars, which is the currency used for all purposes in this Agreement and any Ancillary Agreement.

Section 9.14 **Mutual Drafting.** This Agreement shall be deemed drafted jointly by the parties and nothing shall be construed against one party or another as the drafting party. Any reference to any federal, state, local, or non-U.S. statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

Section 9.15 **Counterparts**. This Agreement may be executed in two or more counterparts (including by means of electronic and electronically transmitted portable document format (.pdf) signature pages), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[Signature page follows]

[Remainder of this page is intentionally left blank]

* * * *

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IN WITNESS WHEREOF, the parties hereto have caused this Membership Interest Purchase Agreement to be duly executed and delivered as of the first date written above.

BY SELLER:

Signed by:
Robert E. Mocas
86E23FA84642469...
Robert E. Mocas

DocuSigned by:
Heidi H. Mocas
4DE49D07076D421...
Heidi H. Mocas

BY BUYER:

RSTN COMMUNICAITONS LLC,
a Delaware limited liability company

DocuSigned by:
By: Kevin Alward
83EB976817804DB...
Name: Kevin Alward
Title: Chief Executive Officer

Exhibit D

Resumes of Management

Kevin Alward, Chief Executive Officer

Kevin Alward serves as the Chief Executive Officer of RingSquared, a portfolio of five brands specializing in voice and data technology solutions. With a strategic vision and commitment to innovation, Kevin has successfully led nine acquisition transactions over the past nine years, driving RingSquared's growth and expanding its offerings across industries such as enterprise, finance, government, and technology.

With over 35 years of experience, Kevin has built and led numerous communications companies, delivering impactful business solutions and creating innovative ways for brands to connect with their customers.

Kevin holds a Bachelor of Science degree in Computer Science from Alfred University.

Kevin spearheaded the creation of RingSquared's corporate giving program, which dedicates a portion of company profits to charitable causes. The program focuses on supporting veterans, women's services, and other initiatives chosen by employees, fostering a culture of community engagement and philanthropy.

Nick Felmlee, Chief Technology Officer

Nick Felmlee is the Chief Technology Officer of RingSquared, where he leads the company's technology strategy, product innovation, and engineering operations. With over 25 years of experience in the telecom sector, Nick has played a pivotal role in developing advanced communication platforms that power voice and data solutions for thousands of businesses, from small enterprises to large-scale organizations.

In his time as CTO, Nick has developed proprietary technology that has set new industry standards for high-performance call processing and notification systems. His expertise in software development and telecom engineering continues to drive RingSquared's growth and ensures the delivery of reliable, innovative solutions to businesses across multiple industries.

Nick holds a Bachelor of Science in Electrical Engineering from Penn State University. His passion for technology and innovation plays a key role in RingSquared's mission of delivering forward-thinking communication solutions.