

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

December 31, 2019

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (“Instrument of Transfer”) is made as of December 31, 2019, by and among MI Connection Communications System (d/b/a Continuum, a joint agency created under Article 20 of Chapter 160A of the North Carolina General Statutes) (“Seller”), the Town of Mooresville, North Carolina (“Mooresville”), the Town of Davidson, North Carolina (“Davidson” and together with Mooresville and the Seller, “Seller Parties”), and TDS Broadband Service LLC, a Delaware limited liability company (“Purchaser”). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement (as hereinafter defined).

RECITALS

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

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

AGREEMENT

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

Article I

Assignment and Conveyance of Assets
and Assumption of Assumed Liabilities

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

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

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

Article II

Miscellaneous

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

[Remainder of page intentionally left blank]

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


SELLER:


MI CONNECTION COMMUNICATIONS
SYSTEM

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

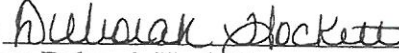
OPERATING PARTIES:

TOWN OF MOORESVILLE, NORTH
CAROLINA

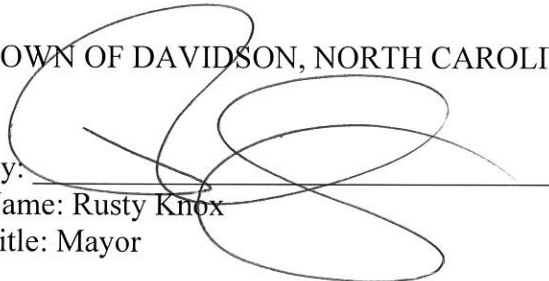
By: 
Name: Miles Atkins
Title: Mayor


Attest: 
Name: Genevieve Miller
Title: Town Clerk

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

By: 
Name: Deborah Hockett
Title: Chief Financial Officer

TOWN OF DAVIDSON, NORTH CAROLINA

By: 
Name: Rusty Knox
Title: Mayor

Attest: 
Name: Betsy Shores
Title: Town Clerk

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

By: 
Name: Pieter Swart
Title: Finance Director

PURCHASER:

TDS BROADBAND SERVICE LLC

By: Kenneth M. Kotylo
Name: Kenneth M. Kotylo
Title: Authorized Representative