

**FIRST AMENDED OPERATING AGREEMENT OF
FOURSIGHT COMMUNICATIONS LLC (DBA “Trilight”)**

ARTICLE I

1.1 FORMATION; OPERATING AGREEMENT; FIRST AMENDED OPERATING AGREEMENT. The Members Twin Lakes Communications Inc. (“TLC”), Highland Communications LLC (“Highland”) and Advantage Cellular Systems, Inc. DBA DTC Communications (“DTC”) (each a “Member,” and sometimes collectively referred to as the “Original Members”) formed FOURSIGHT COMMUNICATIONS LLC (d/b/a “Trilight”) (the “Company”), by filing Articles of Organization with the Tennessee Secretary of State, on March 19, 2018, and entered into an operating agreement (the “Original Operating Agreement”) dated as of May 28, 2019. The Members now amend the Original Operating Agreement to allow for the addition of new Members, Ben Lomand Rural Telephone Cooperative, Inc. (“Ben Lomand”), Bledsoe Telephone Cooperative Corporation (“Bledsoe”), North Central Communications, Inc. (“North Central”), and West Kentucky Rural Telephone Cooperative Corp., Inc. (“WK”) (each a Member and sometimes collectively referred to as “New Members”) and the Original Members and New Members adopt this First Amended Operating Agreement (the “First Amended Operating Agreement” or “the “Agreement”), effective as of May 14, 2020 (the “Effective Date”).

1.2 REGISTERED OFFICE AND AGENT. The location and name of the registered agent shall be as stated in the Articles of Organization.

1.3 TERM. The Company shall continue for a perpetual period, except:

- (a) A Majority of the Members as set forth on Schedule 1.9 vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) Any other event causing dissolution of this Company under Tennessee law.

1.4 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there is at least one (1) remaining Member, the remaining Member(s) shall have the right to continue the business of the Company.

1.5 BUSINESS PURPOSE. The Company shall conduct any and all lawful business deemed appropriate to execute the Company’s objectives.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at such other location as the Members select.

1.7 THE MEMBERS. The name and place of business of each Member are listed below. The Members are the owners of the Company. Each Member shall designate representative who, unless notification to all other Members is provided otherwise, shall be the CEO/General Manager of each Member (or an alternate Member employee if for some reason the

CEO/General Manager position is vacant or the CEO/General Manager is unable to attend meetings), and who shall have authority to act on behalf of each Member in the furtherance of the business of the Company.

1.8 ADMISSION OF ADDITIONAL MEMBERS. Additional Members may be admitted to the Company only pursuant to terms and conditions approved by a Supermajority vote (defined herein) of the Members or pursuant to Article VII.

1.9 MEMBER VOTING AND GOVERNANCE RIGHTS. Only Members who are listed on the Certification of Voting Members have voting and governance rights over the business of the Company. Each Member's voting and governance rights shall be proportional to each Member's Percentage Interest of all Members who have voting and governance rights over the business of the Company as set forth on Schedule 1.9 shall be amended from time to time to reflect the addition of Member(s) who have voting and governance rights. Members who are not listed on Schedule 1.9 shall not have voting and governance rights over the business of the Company.

1.10 CONSIDERATION. This Agreement is in exchange for good and valuable consideration that adequacy and receipt of which the Members acknowledge.

ARTICLE II PERCENTAGE INTERESTS AND CAPITAL

2.1 CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS. Each Member's contribution to the capital of the Company and corresponding "Percentage Interest" is set forth on Schedule 2.1 attached hereto. Schedule 2.1 hereto shall be amended from time to time to reflect the addition of Member(s) and additional Member capital contributions and Percentage Interest adjustments. Management Rights and Financial Rights, as provided in the Act, unless provided otherwise in future subscription agreements, shall be prorata based on Member Percentage Interests.

2.2 ADDITIONAL CAPITAL CONTRIBUTIONS. Additional capital contributions may be required of the Members. The amount and timing of any additional capital contributions shall, likewise, be determined by resolution of the Members pursuant to Article IV (each a "Mandatory Capital Call Contribution"). Upon the Members approving a Mandatory Capital Call Contribution, each Member shall contribute as a capital contribution such Member's pro rata portion of the aggregate amount specified in the Mandatory Capital Call Contribution, as applicable, based on each Member's Percentage Interest as then set forth on Schedule 2.1 hereto. Any Mandatory Capital Call Contribution shall be contributed to the Company (a) within thirty (30) days of the effective date of the Members' authorizing resolution, if the Mandatory Capital Call Contribution is included in an approved Capital Budget, (b) within sixty (60) days of the effective date of the Members' authorizing resolution if the Mandatory Capital Call Contribution is not included in an approved Capital Budget, or (c) such other time (but not less than sixty (60) days) as the Members may specify in the authorizing resolution.

The provisions of Sections 2.1 and 2.2 constitute an agreement among the Members only and are not intended to create any right or interest on behalf of any person or entity who is not a Member

or to require any Member to make a capital contribution for the benefit of any person or entity who is not a Member.

Capital contributions shall be made by each Member in cash or cash equivalent.

2.3 REMEDIES IN THE EVENT OF DEFAULT. In the event that any Member fails to make any Mandatory Capital Call Contribution that such Member is required to make under Section 2.2, then, notwithstanding any other provision herein, the Percentage Interest of the Member failing to make a Mandatory Capital Call Contribution shall be automatically proportionately reduced, and the Percentage Interests of all Members who have made the required Mandatory Capital Call Contribution shall be automatically proportionately increased, to reflect the failure of the noncontributing Member to make the required capital contribution.

2.4 CAPITAL ACCOUNTS. The Company will maintain for each Member an account designated as the Member's "Capital Account" in accordance with the following provisions:

(a) Each Member's Capital Account shall be credited with the amount of such Member's capital contributions, such Member's share of profits, and any items in the nature of income or gain that are specifically allocated to such Member pursuant to Article III;

(b) Each Member's Capital Account shall be charged with the amount of cash and the carrying value of any property distributed by the Company to such Member pursuant to any provision of this Agreement, such Member's share of losses, and any items in the nature of expense or loss which are specifically allocated to such Member pursuant to Article III; and

(c) If all or a portion of a Member's interest is sold, assigned or transferred in accordance with the terms of this Agreement, the transferee thereof shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Member's interest.

2.5 INTENTIONALLY DELETED.

2.6 NO INTEREST OR RIGHT TO WITHDRAW. No Member shall have the right to demand the return of, or otherwise withdraw, such Member's capital contributions, or to receive any specific property of the Company, except as specifically provided in this Agreement. No Member shall have the right to demand and receive property other than cash in return for such Member's capital contributions. No interest shall be paid on any capital contributions.

2.7 LIMITED LIABILITY OF MEMBERS. No Member shall be bound by, or be personally liable for, the expenses, liabilities, indebtedness or obligations of the Company. The liability of each Member shall be limited solely to the amount of its capital contributions; provided, however, after a Member has received a distribution from the Company, such Member may be liable to the Company for the amount of the distribution, but only to the extent required by this Agreement or by the Tennessee Revised Limited Liability Company Act, Tennessee Code Annotated §48-249-501 *et seq.* (the "Act"). Nothing in this Agreement shall be construed to create liability of any Member in excess of the amount of its capital contributions except for gross negligence, fraud, or willful misconduct by the Managing Member in its capacity as the Managing Member. Except as otherwise expressly provided in this Agreement, none of the Members or their authorized representatives shall have any duties or

liabilities to the Company or any other Member (including any fiduciary duties, each of the Members hereby agreeing that the other Member has no fiduciary duty to the Company or the other Members and has no fiduciary duty to the Company or any other Member in connection with the exercise of any rights or options set forth in this Agreement), whether or not such duties or liabilities otherwise arise or exist in law or in equity, and each Member hereby expressly waives any such duties or liabilities; provided, however, that this Section 2.7 shall not eliminate or limit the liability of such authorized representatives or the Members (a) for acts or omissions that involve fraud, intentional misconduct, or a knowing and culpable violation of law, or (b) for any transaction not permitted or authorized under or pursuant to this Agreement from which such authorized representative or Member derived a personal benefit unless a supermajority of the Members have approved in writing such transaction in accordance with this Agreement; provided, further, however, that the duty of care of each of such authorized representatives and the Members is to not act with fraud, intentional misconduct, or a knowing and culpable violation of law.

ARTICLE III

ALLOCATIONS OF INCOME AND LOSSES; DISTRIBUTIONS; TAX PROVISIONS

3.1 ALLOCATIONS OF NET INCOME AND NET LOSS.

(a) For all purposes, including federal, state and local income tax purposes, but subject to Section 3.2 hereof, Net Income shall be allocated each year among all the Members in accordance with their Percentage Interests.

(b) For all purposes, including federal, state and local income tax purposes, subject to Section 3.2 hereof, Net Loss shall be allocated to the Members in accordance with their Percentage Interests.

3.2 SPECIAL ALLOCATIONS.

(a) If there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations §1.704-2(g). If there is a net decrease in Member Non-Recourse Debt Minimum Gain attributable to a Member Non-Recourse Debt during any Fiscal Year, each Member who has a share of the Member Non-Recourse Debt Minimum Gain, determined in accordance with Regulations §1.704-2(i)(5), shall be specially allocated items of Company income and gain, including gross income, for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Non-Recourse Debt Minimum Gain, determined in accordance with Regulations §1.704-2(i)(4). If any Member unexpectedly receives any adjustments, allocations or distributions described in Regulations §1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain, including gross income, shall be specially allocated to each such Member in an amount and manner sufficient to eliminate the Adjusted Deficit of such Member as quickly as possible. Any Member Non-Recourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Non-Recourse Debt in accordance with Regulations §1.704-2(i)(1).

Company Non-Recourse Deductions for any Fiscal Year shall be allocated among the Members in accordance with Percentage Interests.

ARTICLE 1. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 743(b) or Code Section 734(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2), or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

ARTICLE 2. If any Member would otherwise have a deficit balance in its Capital Account as of the last day of any Fiscal Year or other period which is in excess of the sum of the amount (if any) such Member is obligated or deemed obligated to restore (whether under this Agreement or otherwise, and including for this purpose, without limitation, such Member's exposure with respect to debt or other obligations or liabilities of the Company), then items of income and gain of the Company shall be specially allocated to such Member so as to eliminate such excess as quickly as possible.

ARTICLE 3. In the event allocations are made to a Member pursuant to subparagraphs (a) through (c) of this Section 3.2 ("**Corrective Allocations**"), items of Company income and gain, including gross income, shall be allocated to such Member (or deductions of the Company shall be allocated to the other Members) in an amount and in a manner sufficient to completely reverse the economic effect of such Corrective Allocations as quickly as possible.

ARTICLE 4. For purposes of subparagraphs (a) through (d) hereof, the following rules shall apply:

ARTICLE 5. If there is insufficient Net Income or Net Loss to allocate to the Members, pursuant to subparagraph (i) of Section 3.1(a), an amount sufficient to make the entire allocation specified therein, the Net Income available to be allocated among the Members pursuant to such subparagraph shall be allocated in proportion to the amounts thereof that would have been allocated to each Member pursuant to such subparagraph if there had been sufficient amounts thereof to satisfy fully the requirements of such subparagraph with respect to every Member.

ARTICLE 6. [Intentionally Omitted].

ARTICLE 7. If distributions to the Members are modified pursuant to Section 3.3(b) or (c), such modifications shall be taken into account in making the allocations of Net Income and Net Loss set forth in subparagraphs (a) and (b) hereof.

ARTICLE 8. In the event additional Members are admitted to the Company on different dates during any Fiscal Year or other period, Net Income or Net Loss, as the case may be, allocated to the Members for each such year or other period shall be allocated among the Members in proportion to the percentage interests each holds from time to time during such year

or other period in accordance with Code Section 706, using any convention permitted by law and selected by the Members.

ARTICLE 9.For purposes of determining Net Income or Net Loss or any other items allocable to any period, the same shall be determined on a daily, monthly, or other basis, as determined by the Company using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share underlying profits or losses.

ARTICLE 10.The Members intend that the provisions of this Article III be interpreted, to the extent permissible under Sections 704(b) of the Code and the Regulations promulgated thereunder, to produce liquidating distributions that do not differ from the distributions that would have been made had liquidating distributions been controlled by dissolution procedures otherwise adopted by the Company. Accordingly, without limiting the generality of subparagraph (ii) hereof, Net Income, Net Loss and, if necessary, items of gross income and gross deductions, of the Company for the year in which the Company is liquidated or all or substantially all of its assets are sold (or, if such liquidation or sale of all or substantially all of its assets spans more than one year, each such year), to the extent permissible under Sections 704(b) of the Code and the Regulations promulgated thereunder, shall be allocated among the Members so as to bring the positive Capital Account balance of each Member as close as possible to the amount that such Member would receive if liquidation proceeds were distributed in accordance with Section 3.3 hereof.

ARTICLE 11.In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any project contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Gross Asset Value. In the event the Gross Asset Value of any asset of the Company is determined pursuant to subparagraph (ii) of the definition of such term, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. For purposes of the foregoing, the Company, unless otherwise determined by the Manager, shall use the remedial allocation method set forth in Section 1.704-3(d) of the Regulations and any similar allocation method permissible under state and local income tax laws and regulations. Allocations pursuant to this subparagraph are solely for purposes of federal, state and local taxes and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of profits, losses, other items or distributions pursuant to any provision of this Agreement.

ARTICLE 12.“Gross Asset Value” shall mean an asset's adjusted basis for federal income tax purposes, except as follows:

ARTICLE 13.the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing

Member with the approval of a Supermajority of the Members (excluding the contributing Member);

ARTICLE 14.the Gross Asset Values of all assets shall be adjusted to equal their respective gross fair market values, as determined by the Company, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if a Supermajority of the Members reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic rights of the Members;

ARTICLE 15.the Gross Asset Value of any asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and a Supermajority of the Members;

ARTICLE 16.the Gross Asset Values of assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704l(b)(2)(iv)(m) and the definition of Net Income and Net Loss set forth below; provided, however, that Gross Asset Values shall not be adjusted to the extent the Company determines that an adjustment hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this provision; and

ARTICLE 17.if the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Income and Net Loss.

ARTICLE 18.“Net Income” and “Net Loss” shall mean, for each Fiscal Year, an amount equal to the Company’s taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(l) shall be included in taxable income or loss), with the following adjustments:

ARTICLE 19.any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph shall be added to such taxable income or loss;

ARTICLE 20.any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704l(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this paragraph shall be subtracted from such taxable income or loss;

ARTICLE 21.if the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) under the paragraph defining Gross Asset Value, the amount of such

adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;

ARTICLE 22. gain or loss resulting from any disposition of the Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

ARTICLE 23. in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation for such Fiscal Year, and

ARTICLE 24. to the extent an adjustment to the adjusted tax basis of the property pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's economic rights, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss.

3.3 RECORD KEEPING. The Members shall keep or cause to be kept complete and accurate books and records with respect to the Company's business and the accounts of the Members in which shall be entered all matters relating to the business and operations of the Company, including all income, expenditures, assets, and liabilities thereof. The books of the Company shall be kept on an accrual basis, with appropriate modifications at year-end to reflect accruals. The tax year (also referred to as a "Fiscal Year") shall be the calendar year. The books and records of the Company may be reviewed by, or audited at the request of, any Member at any time during normal business hours upon reasonable prior notice.

3.4 PARTNERSHIP REPRESENTATIVE.

(a) Appointment. The Members hereby appoint TLC as the "partnership representative" as provided in Code section 6223(a) (the "Company Representative"). The Members and TLC hereby appoint Jonathan West as TLC's designated individual with whom the Internal Revenue Service ("IRS") may communicate. The Company Representative may resign at any time if there is another qualified person to act as the Company Representative. The Company Representative may be removed at any time by a Majority in Interest of the Members. In the event of the resignation or removal of the Company Representative, the Members shall select a replacement Company Representative by a vote of a Majority in Interest of the Members. If the resignation or removal of the Company Representative occurs prior to the effectiveness of the resignation or removal under applicable Treasury Regulations or other administrative guidance, the resignation or removal shall be effective upon the earliest date provided for in such Treasury Regulations or administrative guidance.

(b) Tax Examinations and Audits. The Company Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative

and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Company Representative shall promptly notify the Members of the commencement of any tax audit of the Company, upon the receipt of a tax assessment, and upon the receipt of a notice of an administrative proceeding initiated at the partnership level, notice of a proposed partnership adjustment, or notice of a final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit or resulting administrative or judicial proceeding. The Company Representative is required to carry out its responsibilities and exercise its authority in good faith and in accordance with the terms of this Agreement. The Members shall provide the Company Representative with such information that Company Representative requests in connection with any tax audit or administrative or judicial proceeding.

(c) Tax Elections and Actions. After receiving prior approval from a Majority in Interest of the Members, the Company Representative may make on behalf of the Company any and all tax elections and to take any actions that are available to be made or taken by the Company Representative or the Company for federal, state, local, or foreign tax purposes, including without limitation any election, if permitted by applicable law: (i) to adjust the basis of property pursuant to Code sections 734(b), 743(b) and 754, or comparable provisions of state, local or foreign law, in connection with Transfers of Percentage Interests and Company distributions; (ii) to extend the statute of limitations for assessment of tax deficiencies with respect to adjustments to the Company's federal, state, local or foreign tax returns; or (iii) to cause the Company to pay the imputed underpayment under Code section 6225 or make the election under Code section 6226, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members. If the Company Representative is directed to cause the Company to pay an imputed underpayment under Code section 6225, the Members shall take such actions requested by the Company Representative including filing amended tax returns and paying any tax due under Code section 6225(c)(2). The Company shall use commercially reasonable efforts to (i) make any modifications available under Code section 6225(c)(3), (4), (5), and (6) and (ii) if requested by a Member, provide to such Member information allowing such Member to file an amended federal income tax return, as described in Code section 6225(c)(2), to the extent such amended return and payment of any related federal income taxes would reduce any taxes payable by the Company.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Code section 6226) shall be paid by such Member or former Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member or former Member, even if such Member is no longer a Member of the Company. If a Member is still a Member of the Company the Company may charge the capital account of such Member or otherwise recoup the payment from or make adjustments to distributions to such Member. If requested by the Company, each Member or former Member will provide proof of payment of such taxes and supporting documentation related thereto to the Company.

(e) Survival. The obligations of each Member or former Member under this Section shall survive the transfer or redemption by such Member of its Percentage Interest, the termination of this Agreement, or the dissolution of the Company.

3.5 TAX CLASSIFICATION OF COMPANY: The Members intend that the Company be initially classified as a limited liability corporation ("LLC") for federal and, if applicable, state income tax purposes. It is understood that all Members may agree to change the tax treatment of the Company by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

3.6 ANNUAL INCOME TAX RETURNS AND REPORTS. Within ninety (90) days after the end of each Company tax year, a copy of the Company's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each Member of the Company, together with any additional information and forms necessary for each Member to complete such Member's individual state and federal income tax returns. If the Company is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065-Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the Company.

ARTICLE IV Management

4.1 MANAGEMENT OF THE COMPANY. The Company shall be member-managed and the Member's interest and voting rights are as follows: A Member's Percentage Interest in the Company shall be computed as a fraction, the numerator of which is the total of a Member's Capital Account and the denominator of which is the total of all Capital Accounts of all Members. This fraction shall be expressed as a percentage, which shall be called each Member's "Percentage Interest" in the Company. Except as otherwise provided in section 4.2, each Member shall vote on any matter submitted to the Members for approval in proportion to the Member's Percentage Interest in the Company. Further, unless defined otherwise for a particular provision of this Agreement, "Supermajority of the Members" means no less than 66.66% of the Percentage Interest of the Members. A "Majority of the Members" means more than 50% of the Percentage Interest of the Members.

4.2 MEMBERS. Members shall take part in the operation of the Company's affairs.

4.3 POWERS OF MEMBERS; MAJOR DECISIONS; REQUIRED PERCENTAGE INTEREST VOTES. A 55% Percentage Interest vote of the Members shall be required on the following: (a) purchase or other acquisition of other entities or their assets of all kinds; (b) entering into a management agreement for all or any part of the Company's assets; (c) the borrowing of money and the granting of security interests in the Company's assets; (d) the prepayment, refinancing or extension of any loan affecting the Company's assets; (e) the compromise or release of any of the Company's claims or debts; (f) the employment of persons, firms or corporations, excepting the Members, for the operation and management of the

Company's business; (g) the authorization of expenditures of more than \$250,000 not pre-approved in the annual Company operations and/or capital Budgets; (h) admission of new Members; and (i) making distributions to Members; (j) approval of any Mandatory Required Capital Call; and (k) approval of all Company annual Budgets.

In the exercise of the Members' management powers, and subject to the limitations in this Section 4.3, a Majority of the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; and, (c) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing in the ordinary course of business.

4.4 TITLE. Title to the Company's assets shall be held in the Company's name

4.5 COMPANY INFORMATION. Upon request, the Company (through its employers or Members) shall supply to any Member information regarding the Company or its activities. Each Member or authorized representative shall have access to and may inspect and copy all books, records and materials regarding the Company or its activities. The exercise of the rights contained in this Section 4.5 shall be at the requesting Member's expense.

4.6 EXCULPATION. Any act or omission of a Member, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject a Member to any liability.

4.7 INDEMNIFICATION. To the maximum extent permitted by applicable law, the Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was, an employee or agent of the Company, or is or was serving at the request of the Company, for expenses including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if 51% of the Members (by Percentage Interest) determine that such individual acted in good faith, and in a manner such individual reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe such individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its equivalent, shall not in itself create a presumption that such individual did or did not act in good faith and in a manner which such individual reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was lawful.

4.8 RECORDS. The Members shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:

(a) A current list in alphabetical order of the full name and the last known street address of each Member;

(b) A copy of the Articles of Organization, this First Amended Operating Agreement, and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; and

(d) Copies of any Company financial statements for the three most recent years.

4.9 TAX AND LEGAL FILINGS. TLC shall file on behalf of the Company all Federal, State and Local filing requirements for tax or reporting purposes. TLC shall file on behalf of the Company all legal filing requirements.

ARTICLE V

Compensation

5.1 MANAGEMENT FEE. Any Member rendering services to the Company shall be entitled to reasonable compensation commensurate with the value of such services as agreed by a Supermajority of the Members.

5.2 REIMBURSEMENT. The Company shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company. TLC shall be compensated on behalf of the Company for all reasonable costs incurred for reporting, tax filing or legal expense incurred by TLC on behalf of the Company. The Company shall reimburse the Members for any reasonable legal or accounting or related services or expense incurred by them in furtherance of the operation of the Company business.

ARTICLE VI

Bookkeeping

6.1 BOOKS. The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business in accordance with all applicable legal and/or accounting requirements.

ARTICLE VII

Transfers

7.1 LIMITATIONS ON TRANSFER; FIRST RIGHT OF REFUSAL. Any Member may sell, transfer, assign or exchange all, but not less than all of its Company Percentage Interest, to a wholly owned affiliate at any time without any consent or restriction from the other Members. Otherwise, there shall be no sale, transfer, assignment or exchange of the whole or any portion of any Member's Percentage Interests without the prior written consent of the other Members obtained as provided in Section 4.3. In addition, before any Member sells, transfers, assigns or exchanges any part of its Company Percentage Interest to a non-affiliate of such Member, it shall provide the Company and the other Members with a copy of a written offer from the non-affiliated person or entity, including the identity of the non-affiliated person or entity, the purchase price and other material transaction terms, which written notice shall constitute an offer

to sell that Percentage Interest to the Company and all of the other Members for a fair market value ("FMV") determined by a valuation expert agreed to by the selling Member and a Majority (excluding the selling Member) of the other Members. The FMV determined by the valuation shall be binding on the Members, and delivered within ninety (90) days of the Selling Member's notice to the Company of its interest in selling its Percentage Interest. The Company shall have 30 days from the date the notice is deemed received to elect to purchase the offering Member's Percentage Interest at the price determined by the valuation expert. If the Company does not timely elect to purchase the offering Member's Percentage Interest, each Member shall then be entitled to purchase that fraction of the offering Member's Percentage Interest equal to its Company Percentage Interest divided by the Company Percentages Interests of all nonselling Members. If any Member declines to exercise its right of purchase hereunder, the other Members electing to exercise that right shall be entitled to purchase that portion of the Percentage Interest intended to be sold that has been declined by the other Members, excluding from consideration the Company Percentage Interests of the selling and declining Members.

Each nonselling Member shall notify the other Members and the selling Member, in writing, of its intention to exercise or not to exercise its purchase rights hereunder within 30 days following receipt of the offer of sale. Subsequent written notifications, if necessary, shall be required within 10 days after receipt by the Members which have not previously declined to exercise their rights of purchase, of their intentions with respect to that portion of the selling Member's Company Percentage Interests still subject to a right of purchase. No portion of a Percentage Interest offered under this Section 7.1 shall be permitted to be purchased by the Company or any Members unless the entire Percentage Interest offered is purchased by the Company or one or more Members. If neither the Company nor any Member elect to purchase the offering Member's Percentage Interest, the offering Member shall be free to sell or dispose of its Percentage Interest to the person or entity identified on the terms (including the purchase price) included in the written offer; so long as the identified purchaser is approved by the Members, which approval shall not be unreasonably withheld; provided, however, that if such sale or disposal does not take place within 90 days after the expiration of the election period, the process and procedures described herein shall start over.

7.2 SUBSTITUTE MEMBER. No assignee, purchaser or transferee of the whole or any portion of any Members' Percentage Interest shall have the right to become a substitute Member, unless:

(a) The selling Member delivers a fully executed written instrument of assignment, sale or transfer to the Company and the other Members;

(b) The selling Member has obtained the prior written consent of the Members of the Company, which consent shall not be unreasonably withheld;

(c) The entity acquiring the Member's Percentage Interests has adopted and agreed in writing to be bound by all of the provisions hereof, as the same may have been amended;

(d) All documents reasonably required by the Company and the Act to effect the substitution of the entity acquiring the Member's Percentage Interest shall have been executed at no cost to the Company;

(e) Any necessary prior consents have been obtained from any regulatory authorities; and

(f) Any necessary prior consents have been obtained from any entity which has provided financing to the Company subject to the right to approve the transfer.

Provided, however, that Subsection (b) above shall not apply in the case of an assignment or sale to an affiliate of the assigning or selling Member.

7.3 INDEMNIFICATION. Each Member transferring a Members' Percentage Interests hereby shall indemnify the Company and the other Members against any and all loss, attorneys' fees, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising, directly or indirectly, as a result of any transfer or purported transfer in violation of any provision contained in this Section 7.

ARTICLE VIII MEMBER RIGHTS AND OBLIGATIONS

8.1 MANAGEMENT. The management of the business and affairs of the Company shall be vested exclusively in the Members,, subject to the terms of this First Amended Operating Agreement.

8.2 MEETINGS. Meetings of the Members may be called by any Member by the giving of written Notice to each Member stating the date, the time, and the place of the meeting. Any such meeting shall be held in such place as may be designated in the Notice of meeting. Notice of any meeting must be given no fewer than five (5) days nor more than sixty (60) days before the date of the meeting, except by unanimous written consent. Roberts Rules of Order shall be followed in the operation of the Company decisions unless otherwise noted herein.

8.3 QUORUM REQUIREMENTS FOR MEETINGS. In order for a quorum to transact business at a meeting of the Members, at least 51% of the Membership Interest must be represented at such meeting either in person or by proxy. Once such Member is represented at a meeting, it shall be deemed to be present for the remainder of such meeting and any adjournment is thereof, unless a new record date is or must be set for such adjourned meeting. A meeting may be adjourned and notice of any adjourned meeting is not necessary if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken.

8.4 VOTING. The Members shall vote on any item of business by the affirmative vote requirements of Section 4.3 herein.

8.5 PROXIES. The Members may vote in person or by proxy. Any Member entitled to vote may appoint a proxy by executing a writing authorizing another Member or other person to vote on behalf of such Member as proxy and delivering such written authorization to the Company prior to any vote by such proxy.

8.6 LIMITATIONS ON POWERS OF MEMBERS. Except as expressly authorized by this Agreement, no Member shall, directly or indirectly, (a) resign or withdraw from the Company;

(b) dissolve, terminate, or liquidate the Company; (c) petition a court for the dissolution, termination, or liquidation of the Company; (d) cause any property of the Company to be subject to the authority of any court, trustee, or receiver (including by way of suits for partition or bankruptcy or insolvency or similar proceedings); or (e) represent, or act in such a way as to represent the Company except where that authority has been expressly delegated to such Member herein.

8.7 NEW MEMBERS. Subject to the provisions in Article VII, a permitted transferee of a Member's interest shall be made a Member of the Company to the extent the rights and interests assigned, or transferred, to such permitted transferee have been approved by the Members of the Company as provided herein.

ARTICLE IX TERMINATION OF MEMBERSHIP INTEREST

9.1 NO RIGHT TO TERMINATE MEMBERSHIP INTEREST. No Member shall have the right or the power to terminate such Member's interest and the Member's interest shall not be terminated, except as set forth herein.

9.2 EXPULSION. A Member may not be expelled from the Company for any reason other than those described in the Tennessee Code Annotated § 48-249-503 or as herein provided.

9.3 PERMITTED WITHDRAWAL. A Member may sell or assign such Member's interest pursuant to the provisions in Article VII herein, but not otherwise.

9.4 OTHER WITHDRAWAL. In the event a Member (the “Wrongfully Withdrawn Member”) withdraws from the Company in violation of Section 9.3 (a “Wrongful Withdrawal”), such Wrongful Withdrawal shall be deemed a “wrongful termination” within the meaning of the Act, and such Wrongfully Withdrawn Member:

(a) Shall automatically forfeit such Wrongful Withdrawn Member’s governance rights, including in the winding up and termination process of the Company, as provided in Section 48-249-504 of the Act; and

(b) Shall automatically forfeit such Wrongfully Withdrawn Member’s financial rights and, despite Section 48-249-505(a)(1) of the Act, shall not be deemed a holder of financial rights for any purpose whatsoever.

Notwithstanding Section 48-249-505(c) of the Act, in the event of a Wrongful Withdrawal, the remaining Members, or such remaining Members’ designee, shall purchase the Wrongfully Withdrawn Member's interest at a price of One Thousand Dollars (\$1,000.00) or at a greater price as determined by a Supermajority of the Members, not to exceed FMV. A Wrongfully Withdrawn Member shall be entitled to no further or additional consideration from the Company or from any other Member in respect of the termination of the Wrongful Withdrawn Member’s interest and/or forfeiture or purchase thereof, except as provided in this Section 9.4. To the extent the provisions of Article IX and the Act are in conflict, the provisions in this Article IX shall control.

ARTICLE X
CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION

10.1 CONFIDENTIAL INFORMATION DEFINED. “Confidential Information” means information disclosed to Members or known to Members as a consequence of, or through, a Member's interest in the Company, about the customers, suppliers, employees, operations, processes, products, inventions, business methods, principals, marketing methods, costs, prices, contractual relationships, regulatory status, trade secrets, public relations methods, organization, procedures or finances of the Company. Confidential Information does not include information that is publicly known other than by any means in violation of this Agreement or any other duty owed to the Company by any Person.

10.2 ACCESS TO CONFIDENTIAL INFORMATION. Member is in a key position of trust and responsibility and has access to proprietary and confidential information relating to operations of the Company, including Company's customers and suppliers and the goodwill associated with such relationships. This Agreement is necessary to protect the Company's legitimate interest in confidential and proprietary information and business goodwill.

10.3 CONFIDENTIALITY. Member agrees that it will not, either while having an interest in the Company, or during any period thereafter, directly or indirectly disclose, publish, make available, or use for Member's own benefit or the benefit of any other entity or person for any reason or purpose whatsoever, any Confidential Information. Member agrees that upon the transfer of Member's interest in the Company, all Confidential Information in Member's possession that is in written or other tangible form, including, without limitation, any document, record, notebook, computer program, electronic data or similar repository of or containing any such Confidential Information (together with all copies or duplicates thereof) shall be returned to the Company and shall not be retained by Company or furnished to any Person, except Member's legal counsel, tax preparer and as required by law.

10.4 NON-COMPETITION. Except as provided herein, each Member hereby agrees that, while it has an interest in the Company and for a consecutive two (2) year period immediately after transfer of the Member's interest in the Company (the “Restricted Period”), it will not directly or indirectly compete with the Company by providing the same or similar products or services to the Company's customers as are then offered by the Company to its customers. During the Restricted Period, no Member shall solicit the Company's existing customers or impede any business conducted by the Company. However, this provision does not preclude a Member from continuing to engage in business activities which the Member conducted prior to or as of the Effective Date of this Agreement with Company customers, directly or indirectly, and this provision does not preclude each Member from continuing to grow pre-established business relationships. Each Member shall, as of the Effective Date, provide the Company and each other Member with a list identifying electric cooperatives and municipal utilities with which it has a contractual relationship, describing the substance of goods and/or services subject of the contractual relationship, which shall not be attached to this Agreement, shall be substantially in the format of Schedule 10.4, and incorporated into this Agreement by reference. Notwithstanding the foregoing and during the Restricted Period, a Member, its subsidiaries and parent organization(s), may not directly or indirectly compete (a “Competitive Activity”) with another Member in any Member's ILEC cooperative service area except when

the Competitive Activity revenue does not exceed 1% of the competing Member's annual gross revenue ("Competitive Activity Threshold"). Each Member engaging in a Competitive Activity must provide annually to all other Members an accounting of all Competitive Activity revenue in excess of the Competitive Activity Threshold. Nothing in this Section 10.4 precludes a Member from engaging in activities to ensure such Member's maintenance of and compliance with existing contractual obligations. Specifically, TLC's BTA 96 agreement and DTC's CMA 644-Tennessee 2 - Cannon Market agreement are specifically exempted from the restrictions in this Section 10.4.

10.5 NON-SOLICITATION OF CUSTOMERS. Except as permitted pursuant to Section 10.4, during the Restricted Period, Member will not, directly or indirectly, solicit or attempt to sell goods or services directly competitive with those offered by the Company to any person or entity. This provision does not apply to the Member's customers on the Effective Date of this Agreement.

10.6. NON-SOLICITATION OF PERSONNEL. Except by written consent of the Company, during the Restricted Period, Member will not, directly or indirectly, solicit, attempt to hire, interview for employment or consulting services, or offer employment or a consulting engagement to, any person who is or was an officer, director or employee of the Company.

XI ANNUAL OPERATING AND CAPITAL BUDGETS

11.1 BUDGETS. The Company shall submit annual Company operating and capital budgets ("Budgets") to the Members for approval pursuant to Section 4.3 herein by November 30th of each year. The Budgets shall include a multi-year financial proforma, management, operation, repair, maintenance, financing, promotion, capital expenditures and projections for the next Fiscal Year. The initial Budgets shall be submitted to the Members by July 1, 2020.

11.2 CONTENTS. The Budgets shall set forth in reasonable detail plans the for operation, repair, financing and marketing of the Company's business, including plans for all proposed capital improvements, renovations, operations, financing, sales and business activities of the Company for the next Fiscal Year. The Budgets shall include:

(a) A proposed detailed operating budget ("Operating Budget") for the next year, including line items for each aspect of the operating, maintenance, renovation, improvement, repair and marketing costs, and all other direct costs of the Company;

(b) A proposed detailed budget for Capital Expenditures for all improvements, renovations and replacements proposed for the Company (the "Capital Budget"); and

(c) Projections as to any and all cash requirements and/or financing needs for the next year, together with reasonably detailed schedules of the amounts, terms and timing of such financing proceeds and/or recommended Members' capital contributions.

XII GENERAL PROVISIONS

12.1 NOTICES. All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement (for purposes of this Section 12.1, collectively “Notices”) shall be in writing and delivered in person or sent by facsimile transmission, email, United States certified, registered, or express mail (postage prepaid, return receipt requested), or Federal Express or other private courier (postage prepaid). In the event a Notice shall be given by facsimile transmission or email, a confirmation copy of such Notice shall be deposited simultaneously in the United States mail, postage prepaid, sent by Federal Express or other private courier or by the sender receiving from the email recipient an email read receipt or other positive affirmation that the email receiving entity or individual has received the email. Any Notice shall be given to the receiving party or parties at the address(es) for such party or parties shown on Schedules 1.9 and 2.1 or at such other address(es) as such Member or Members may from time to time designate by Notice given in the manner prescribed by this Section 12.1. Notices given in the foregoing manner shall be effective when delivered personally; when sent by facsimile transmission or email if sent during regular business hours of the recipient(s) and if not sent during regular business hours of the recipient(s) on the next following business day; at midnight on the third business day after the date of mailing if sent by mail; or, if sent by Federal Express or other private courier, on the business day following the date deposited with Federal Express or the private courier.

12.2 APPLICABLE LAW, JURISDICTION AND VENUE. This Agreement and the rights of the Members shall be governed by the construed and enforced in accordance with the laws of the State of Tennessee. The exclusive jurisdiction and venue for all causes of action filed that touch upon or pertain to this Agreement are in the State and federal courts in Putnam County, Tennessee.

12.3 SEVERABILITY. In the event any one (1) or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other applications thereof shall not in any way be affected or impaired thereby.

12.4 BINDING EFFECT. Except as otherwise provided to the contrary herein, this Agreement shall be binding upon and inure to the benefit of each Member and such Member’s heirs, executors, administrators, successors, representatives, transferees and assigns.

12.5 GENDER AND NUMBER. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa.

12.6 TITLES AND CAPTIONS. All article, section, and subsection titles or captions contained herein are for convenience of reference only and are not, and shall not be deemed, part of the text hereof.

12.7 AMENDMENT. Unless otherwise stated herein, this Agreement may be amended, modified, or supplemented only by the affirmative vote of a Supermajority of the Members;

provided, however, that Schedules 1.9 and 2.1 hereto may be amended from time to time without such Member approval to reflect changes in Members and a Member's Percentage Interest.

12.8 COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All such counterparts shall be construed together and shall constitute one (1) instrument.

12.9 FURTHER ASSURANCES. Each Member shall execute such deeds, assignments, endorsements, evidences of transfer, and other instruments and documents, and shall give such further assurances, as shall be necessary to perform its obligations hereunder.

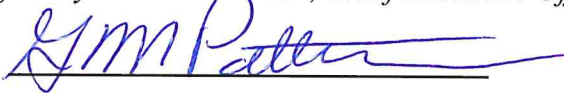
12.10 ENTIRE AGREEMENT. This Agreement and its Exhibits and/or Schedules contain the entire understanding and agreement between and among the Members with respect to the subject matter hereof and supersede all prior and contemporaneous understandings and agreements among them, whether oral or written, with respect to such subject matter.

12.11 BREACH; ATTORNEYS' FEES AND OTHER EXPENSES. In the event that any Members initiate any suit or action to enforce any provision(s) in this Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties its/their reasonable attorneys' fees, accountant and other expert witness fees, costs and expenses included in the course of that litigation, in addition to any other relief or remedies awarded.

IN WITNESS HEREOF, the parties hereto have executed this Agreement and have made it effective as of the Effective Date.

Member: Highland Communications LLC
119 Hillcrest Street
Wartburg, Tennessee 37887

Authorized Signatory: Mark Patterson, Chief Executive Officer

Signature: 

Member: Advantage Cellular Systems, Inc. DBA DTC Communications
111 High St.
Alexandria, Tennessee 37012

Authorized Signatory: Chris Townson, Chief Executive Officer

Signature: _____

Member: Twin Lakes Communications Inc.
200 Telephone Lane
Gainesboro, Tennessee 38562

Authorized Signatory: Jonathan West, General Manager and Chief Executive Officer

Signature: _____

Member: Ben Lomand Rural Telephone Cooperative, Inc.
311 N. Chancery Street
McMinnville, Tennessee 37111

Authorized Signatory: Lisa Cope, General Manager and Chief Executive Officer

Signature: _____

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Authorized Signatory: Lisa Cope, General Manager and Chief Executive Officer

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Signature: _____

Member: Ben Lomand Rural Telephone Cooperative, Inc.
311 N. Chancery Street
McMinnville, Tennessee 37111

Authorized Signatory: Lisa Cope, General Manager and Chief Executive Officer

Signature: 

Member: Bledsoe Telephone Cooperative Corporation
338 Cumberland Avenue
Pikeville, Tennessee 37367

Authorized Signatory: Charles H. Boring, Chief Executive Officer

Signature: Charles H. Boring

Member: North Central Communications, Inc.
872 E. Highway 52 Bypass
Lafayette, Tennessee 37083

Authorized Signatory: Johnny McClanahan, President and Chief Executive Officer

Signature: _____

Member: West Kentucky Rural Telephone Cooperative Corp., Inc.
100 WK&T Technology Drive
Mayfield, Kentucky 42066

Authorized Signatory: Trevor Bonnstetter, Chief Executive Officer

Signature: _____

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Signature:  _____

SCHEDULE 1.9

**CAPITAL CONTRIBUTIONS OF VOTING MEMBERS AND
ADJUSTED PERCENTAGE INTEREST OF VOTING MEMBERS**

<u>MEMBER</u>	<u>AMOUNT PREVIOUSLY PAID</u>	<u>AMOUNT DUE AT CLOSING</u>	<u>ADJUSTED PERCENTAGE INTEREST</u>
Highland Communications	\$500,000	\$0.00	17.33%
Advantage Cellular Systems, Inc. DBA DTC Communications	\$500,000	\$0.00	17.33%
Twin Lakes Communications Inc.	\$500,000	\$0.00	17.33%
West Kentucky Rural Telephone Cooperative Corp., Inc.	\$0.00	\$346,154.51	12.00%
North Central Communications, Inc.	\$0.00	\$346,154.51	12.00%
Bledsoe Telephone Cooperative Corporation	\$0.00	\$346,154.51	12.00%
Ben Lomand Rural Telephone Cooperative, Inc.	\$0.00	\$346,154.51	12.00%

The Percentage Interests of all Members are shown as of the Effective Date and assumes payment of New Members' capital contributions of \$3,703,500.92, execution of this First Amended Operating Agreement by all Members and execution of the Assignment Agreement by all Members.

SCHEDULE 2.1

**CAPITAL CONTRIBUTIONS OF ALL MEMBERS AND
ADJUSTED PERCENTAGE INTEREST OF ALL MEMBERS**

<u>MEMBER</u>	<u>AMOUNT PREVIOUSLY PAID</u>	<u>AMOUNT DUE AT CLOSING</u>	<u>ADJUSTED PERCENTAG E INTEREST</u>
Highland Communications	\$500,000	\$0.00	17.33%
Advantage Cellular Systems, Inc. DBA DTC Communications	\$500,000	\$0.00	17.33%
Twin Lakes Communications Inc.	\$500,000	\$0.00	17.33%
West Kentucky Rural Telephone Cooperative Corp., Inc.	\$0.00	\$346,154.51	12.00%
North Central Communications, Inc.	\$0.00	\$346,154.51	12.00%
Bledsoe Telephone Cooperative Corporation	\$0.00	\$346,154.51	12.00%
Ben Lomand Rural Telephone Cooperative, Inc.	\$0.00	\$346,154.51	12.00%

SCHEDULE 10.4

**SCHEDULED EXCLUSION OF 10.4 NON-COMPETITION
AND
10.5 NON-SOLICITATION OF CUSTOMERS**

Section 10.4 (Non-Competition) and Section 10.5 (Non-Solicitation of Customers) of Article X of the First Amended Operating Agreement of Foursight Communications, LLC (DBA “Trilight”) are not applicable to the following declared and described business activities of _____ (Member):

- 1.
- 2.
- 3.

[To be completed and delivered to the Company and other Members as of the Effective Date]

CERTIFICATION OF MEMBERS

Page 1

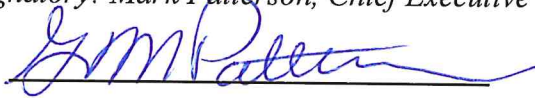
The undersigned hereby agree, acknowledge and certify to adopt this Agreement, and undersigned hereby agree, to serve as Members of the Company.

Signed this 15th day of May, 2020.

Member: Highland Communications LLC
119 Hillcrest Street
Wartburg, Tennessee 37887

Authorized Signatory: Mark Patterson, Chief Executive Officer

Signature:



Member: Advantage Cellular Systems, Inc. DBA DTC Communications
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Authorized Signatory: Jonathan West, General Manager and Chief Executive Officer

Signature:

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Authorized Signatory: Charles H. Boring, Chief Executive Officer

Signature: _____

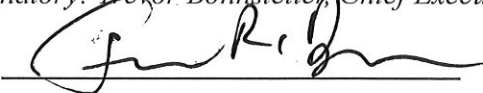
Member: North Central Communications, Inc.
872 E. Highway 52 Bypass
Lafayette, Tennessee 37083

Authorized Signatory: Johnny McClanahan, President and Chief Executive Officer

Signature: _____

Member: West Kentucky Rural Telephone Cooperative Corp., Inc.
100 WK&T Technology Drive
Mayfield, Kentucky 42066

Authorized Signatory: Trevor Bonnstetter, Chief Executive Officer

Signature: _____