

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re: DATACONNEX, LLC

Case No. 18-BK-01069-CPM

Debtor.

Chapter 11

_____ /

DEBTOR'S MOTION TO SELL PROPERTY OF THE ESTATE
PURSUANT TO 11 U.S.C. § 363

DATACONNEX, LLC (the "Debtor") by and through its undersigned attorney, as debtor and debtor-in-possession, by and through its undersigned attorney, hereby files its Motion for to Sell Property of the Estate (the "Motion") and in support of this Motion the Debtor states as follows:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334.
2. The subject matter of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicate for the relief sought herein is 11 U.S.C. §§ 105, 363, 2002 and 6004.

Background

4. On February 14, 2018 (the "Petition Date") the Debtor filed its Voluntary Petition for Relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").
5. The Debtor continues to operate its business and manage its property as debtor in

possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

6. No trustee or examiner has been appointed in this case and no official committee has yet been appointed pursuant to §1102 of the Bankruptcy Code.

Relief Requested and Grounds for Relief

7. The Debtor is the owner and operator of DATACONNEX, LLC which is a telecommunications company that provides services to rural health care end users through the use of equipment that is primarily leased.
8. The Debtor's assets which are proposed to be sold are:
 - (a) any and all rights and/ownership to existing and sold contracts and executory contracts, including any and all vendor agreements (the "Business Contracts") as set out in **Schedule 4.11** of the attached Asset Purchase Agreement (Exhibit 1 herein);
 - (b) any and all fixed assets of Debtor, including but not limited to the customer premises equipment owned by Debtor, along with any and all supplies, materials and equipment;
 - (c) any and all personal property belonging to the Debtor;
 - (d) any and all customer lists;
 - (e) any and all accounts receivable as of the Closing Date;
 - (f) any and all current and future funding from the Universal Service Administrative Company ("USAC") (or its successor entity) related to all acquired customer accounts and Business Contracts;
 - (g) any and all leases of real or personal property as to which Debtor is the lessor or the lessee, as described in **Schedule 4.4** of the attached Asset Purchase Agreement (Exhibit 1 herein) (the "Business Leases");
 - (h) the goodwill associated therewith and ability, if necessary or desired, for Purchaser to continue to do business as Charger Access, LLC dba DataConnex.
9. Upon information and belief, no liens or encumbrances affect any of the assets proposed to be sold. This motion requests an order authorizing the sale to be subject to any liens or

encumbrances unless otherwise set forth herein.

10. A copy of the proposed Asset Purchase Agreement is attached as Exhibit 1.
11. This sale would be an arm's length transaction which has been negotiated in good faith by the Debtor and it's counsel for the sale of assets in a niche industry.
12. The sale of the aforementioned assets to a buyer would require a buyer to possess specific qualifications, experience, skills and /or licensure all of which requirements are met by this buyer, accordingly there is not much of an "open market" for these types of assets and it is therefore fortuitous for the estate that a bonafide buyer has presented itself herein.
13. The purchase price which essentially \$2,500,000 is fair and reasonable and represents considerable good faith negotiation between the parties.
14. There are sound business reasons for the sale of these assets outside of the normal course of business. This sale should it be approved will provide for funds that will be distributed to creditors.

WHEREFORE, the Debtor respectfully requests that this Court enter an Order granting this Motion and for such other and further relief as is just.

DATED on this 3rd day of July, 2018.

Respectfully submitted,

/s/Samantha L. Dammer
SAMANTHA L. DAMMER, ESQUIRE

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Tampa Law Advocates, P.A.
620 East Twiggs Street, Suite 110
Tampa, FL 33602
Ph: (813) 288-0303
Fx: (813) 466-7495
Attorney for Debtor
sdammer@attysam.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of June, 2018, a true and correct copy of the foregoing was sent by CM/ECF Electronic mail or United States postage prepaid mail to all interested parties in the attached mailing matrix on June 3, 2018 :

/s/ Samantha L. Dammer
SAMANTHA L. DAMMER, ESQUIRE
Florida Bar No.: 0036953
Tampa Law Advocates, P.A.
620 East Twiggs Street, Suite 110
Tampa, FL 33602
Ph: (813) 288-0303
Fx: (813) 466-7495
Attorney for Debtor
sdammer@attysam.com

Dataconnex, LLC
P.O. Box 1209
Brandon, FL 33509

Aptus Telecom
134 Hunter Drive
Paris, TN 38242

Charter - Quinco
P.O. Box 742613
Cincinnati, OH 45274

Samantha L. Dammer
Tampa Law Advocates, PA
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Tampa, FL 33602

At&T
P.O. Box 5019
Carol Stream, IL 60197

Charter- Carey
P.O. Box 742614
Cincinnati, OH 45274

710 Oakfield Drive, LLP
710 Oakfield Drive, Ste 150
Brandon, FL 33511

AT&T
P.O. Box 105373
Atlanta, GA 30348

Contact Network, LLC
P.O. Box 842767
Dallas, TX 75284

ACC Business
400 West Ave
Rochester, NY 14611

AT&T - APEX
2900 W. Plano Parkway
Floor 3
Plano, TX 75075

Cox Business
P.O. Box 61027
Thibodaux, LA 70301

Aeneas
300 N. Cumberland Avenue
Jackson, TN 38301

AT&T - Wholesale
Contract Management
2900 W. Plano Pkwy. fl 3
Plano, TX 75075

Cox Business
1906 Eraste Landry
Lafayette, LA 70506

Aeneas
300 N. Cumberland Ave
Jackson, TN 38301

AT&T Retail
P.O. Box 5019
Carol Stream, IL 60197

Cspire
Attn: Judy White
1018 Highland Colony Pkwy
Suite 330
Ridgeland, MS 39157

AireSpring
1801 W. Olympic Blvd.
Pasadena, CA 91199

CenturyLink
P.O. Box 52187
Phoenix, AZ 85072

Cspire
1018 Highland Colony Parkway
Suite 400
Ridgeland, MS 39157

AireSpring
6060 Sepulveda Blvd.
2nd floor
Van Nuys, CA 91411

CenturyLink - Wholesale
1801 California, 9th floor
Denver, CO 80202

Decatur Telephone Company
P.O. Box 146
Decatur, MS 39327

American Express
P.O. Box 981535
El Paso, TX 79998

Charter - Marshall Medical
P.O. Box 74274
Cincinnati, OH 45274

Dixie Net
P.O. Box 28
Ripley, MS 38663

Dixie-Net
301 N. Main Street
Ripley, MS 38663

Harris, Wiltshire & Grannis,
1919 M Street NW
8th Floor
Washington, DC 20036

Level 3
1025 Eldorado Blvd.
Broomfield, CO 80021

Elijay Telephone
P.O. Box 2149
Ellijay, GA 30540

Heritage Bank
201 North 12t Street
Murray, KY 42071

Netlink Voice
400 Liberty Park Court
Flowood, MS 39232

Ellijay Telephone Company
P.O. Box 2149
Ellijay, GA 30540

Highland Telephone Cooperati
P.O. Box 119
Sunbright, TN 37872

New Hope Telephone Cooperati
5415 Main Drive
New Hope, AL 35760

Equinox Communications
P.O. Box 2607
Brentwood, TN 37024

Horry Telephone Company
P.O. Box 119
Sunbright, TN 37872

PayScape Advisors
729 Lambert Drive
Atlanta, GA 30324

Equinox Communications
6 Cadillac Drive Suite 120
Brentwood, TN 37027

Horry Telephone Company
3480 Highway 701 N.
Conway, SC 29526

Reserve Telecommunications
P.O. Drawer T
Reserve, LA 70084

FCC
445 12th Street, S.W
Room 1-A625
Washington, DC 20554

InLine
600 Lakeshore Pkwy
Birmingham, AL 35209

Reserve Telecommunications
105 RTC Drive
Reserve, LA 70084

Fidelity
20 Hughes Ford Road
Sullivan, MO 63080

Jason Cucullu

Smithville Telephone Company
63470 Highway 25 North
Smithville, MS 38870

GSA
6250 Shiloh Road Suite 240
Alpharetta, GA 30005

Jason Cullulu

Southern Light
107 Saint Francis St.
Suite 1800
Mobile, AL 36602

H2O
3340 Peachtree Road NE
Suite 2850
Atlanta, GA 30326

Justin McMasters

Southern Light (Uniti Fiber)
107 Saint Francis Street
Suite 1800
Mobile, AL 36602

Spectrum/Charter
4781 Irwindale Ave.
OR 97706

Verizon Business
P.O. Box 15043
Albany, NY 12212

Talk South
7379 US-98
Hattiesburg, MS 39402

Verizon Business
6929 North Lakewood Ave.
Tulsa, OK 74117

TDS
P.O. Box 94510
Palatine, IL 60094

Windstream
ATTN; Windstream CABS
c/o Bank of America
P.O. Box 60549
Saint Louis, MO 63160

TDS
525 Junction Rd.
Madison, WI 53717

Windstream
4001 N. Rodney Parham Rd.
Little Rock, AR 72212

TEC
Roanoke Office
P.O. Box 24535
Jackson, MS 39225

TEC
236 E. Capitol Street
Jackson, MS 39201

Teklinks
201 Summit Parkway
Birmingham, AL 35209

Tri-County Telephone
P.O. Box 299
Council Grove, KS 66846

Twin Lakes
P.O. Box 696
Gainesboro, TN 38562

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EXHIBIT 1

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ASSET PURCHASE AGREEMENT

among

**DATACONNEX, LLC;
JASON CUCULLU;
JUSTIN MCMASTERS;**

and

CHARGER ACCESS, LLC

Dated [], 2018

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “Agreement”) entered into on the ____ day of _____, 2018 (the “Effective Date”), among **CHARGER ACCESS, LLC**, a Tennessee limited liability company (the “Purchaser”) and **DATACONNEX, LCC**, a Florida limited liability company (the “Seller”); **JASON CUCULLU**; and **JUSTIN MCMASTERS** (the “Principals”).

RECITALS

WHEREAS, Seller is the owner of or has the rights to use the assets, property and rights in connection with Seller’s business of providing communications services, including to healthcare providers under the Federal Communication Commission’s (“FCC”) Rural Health Care Program (the “RHC Program Services”); and

WHEREAS, Seller wishes to sell and assign to Purchaser, and Purchaser wishes to purchase, the Purchased Assets (as hereinafter defined) and assume from Seller the Assumed Liabilities (as hereinafter defined), subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1. **Purchase and Sale of Assets.** On the terms and subject to the conditions set forth in this Agreement, the Seller will sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser will purchase, at the Closing (as defined in Section 2.3), free and clear of all mortgages, liens, security interests, encumbrances, claims, charges and restrictions of any kind or character (collectively, “Liens”), other than the Liens set forth on **Schedule 4.3**, if any, all of the Seller’s right, title and interest in, to and under all of the Seller’s assets, properties and business, of every kind and description and wherever located, that are used in, or necessary for the conduct of its business of providing RHC Program Services (collectively, the “Purchased Assets”), including without limitation:

(a) any and all rights and/ownership to existing and sold contracts and executory contracts, including any and all vendor agreements (the “Business Contracts”) as set out in **Schedule 4.11**;

(b) any and all fixed assets of Seller, including but not limited to the customer premises equipment owned by Seller, along with any and all supplies, materials and equipment;

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- (c) any and all personal property belonging to the Seller;
- (d) any and all customer lists;
- (e) any and all accounts receivable as of the Closing Date;
- (f) any and all current and future funding from the Universal Service Administrative Company (“USAC”) (or its successor entity) related to all acquired customer accounts and Business Contracts;
- (g) any and all leases of real or personal property as to which Seller is the lessor or the lessee, as described in **Schedule 4.4** (the “Business Leases”);
- (h) the goodwill associated therewith and ability, if necessary or desired, for Purchaser to continue to do business as Charger Access, LLC dba DataConnex.

1.2. **Excluded Assets.** Anything in Section 1.1 to the contrary notwithstanding, there shall be excluded from the assets, properties and rights to be transferred to the Purchaser hereunder, (i) the limited liability company seal, minute books, charter documents and membership unit transfer books and records of the Seller; (ii) payments made and to be made to the Seller, and other rights of the Seller, under this Agreement; (iii) rights under any insurance policies not being assumed by the Purchaser hereunder; (iv) any tax refunds, credits or similar tax assets relating to periods prior to the Closing; or (v) any defense, claim, counterclaim or other right or chose in action in connection with any of the Excluded Assets or any of the Retained Liabilities (collectively, the “Excluded Assets”).

1.3. **Assumed Liabilities.** Except as set forth in Section 1.4 below, in connection with the sale, transfer, conveyance, assignment and delivery of the Purchased Assets pursuant to this Agreement, on the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser will assume on the Closing Date and agrees to pay, perform and discharge when due the following obligations of the Seller arising in connection with the operation of the business of the Seller (the “Assumed Liabilities”), and no others:

- (a) Accounts Payable. All debts and liabilities of the Seller related to or arising from Business Contracts existing on the Closing Date, as further described in **Schedule 4.11** (the “Accounts Payable Balance”);
- (b) Seller Business Lease Obligations. All obligations of the Seller under the Business Leases;
- (c) Obligations under Business Contracts and Licenses. All obligations of the Seller under the Business Contracts and Licenses **Schedule 4.11**, except those Business Contracts that have been rejected by Seller within its Chapter 11 bankruptcy proceeding currently pending in the United States Bankruptcy Court for the Middle District of Florida, Case No. 18-01069 (“Chapter 11 Proceeding”) as set out in **Exhibit A**.

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1.4. **Retained Liabilities.** Notwithstanding the provisions of Section 1.3, the Purchaser shall not assume by virtue of this Agreement or the transactions contemplated hereby, the following liabilities and obligations of the Seller (“Retained Liabilities”):

(a) any liability or obligation of the Seller arising out of or in connection with the negotiation and preparation of this Agreement and consummation and performance of the transactions contemplated hereby, including without limitation, legal and accounting fees, brokerage commissions, finder’s fees or similar fees or commissions;

(b) any liabilities of the Seller to the FCC in connection with the matter described in **Exhibit B** hereto, including any liabilities of Seller pursuant to any consent decree entered into by Seller in connection with the resolution of the such matter.

(c) any obligation of the Seller for taxes described in Section 4.9;

(d) any claim, cause of action, proceeding or other litigation pending or threatened on the Closing Date or which is initiated at any time thereafter, against the Seller and which is based on acts, facts, circumstances, events or conditions occurring or existing prior to the Closing; and

(e) any liability or obligation of the Seller incurred by or accruing to the Seller after the Closing Date unless specifically assumed by the Purchaser under this Agreement.

The Seller shall use its reasonable best efforts to discharge in a timely manner all of the Retained Liabilities, provided that the Seller shall have the right to contest, in good faith, any such claim of liability asserted in respect thereof by any person.

ARTICLE II

PURCHASE PRICE AND CLOSING

2.1. **Purchase Price.** In full consideration of the purchase of the Purchased Assets by Purchaser, Purchaser shall pay the purchase price (“Purchase Price”) as follows:

(a) Closing Payment to Seller. At the Closing (as defined herein), Purchaser shall pay to Seller the Closing Payment plus the Pre-Closing Adjustment Amount (as defined in subsection 2.5(a)). The “Closing Payment” shall equal **ONE MILLION FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$1,500,000.00)** minus the amount of the Accounts Payable Balance as of the Closing Date.

(b) Investor Payment. In addition to the Closing Payment, the Purchase Price shall also consist of One Million and No/100 Dollars (\$1,000,000.00) (the “Investor Payment”), which Purchaser shall pay to Seller in three (3) installments in accordance with the following schedule: (i) one-third within 5 business days following the first anniversary of the Closing Date; one-third within 5 business days following the second anniversary of the Closing Date; and one-third within 5 business days following the third anniversary of the Closing Date. No later than 5 business days of its receipt of any installment of the Investor Payment under this subsection

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2.1(b), Seller shall pay such same amount to DDT Property and Development, LLC, a Florida limited liability company (“Investor”). During any period of time between (X) when Seller has received an installment of the Investor Payment from Purchaser, and (Y) prior to Seller’s payment of such same installment to Investor, Seller may not make any payment of any amount whatsoever to either Principal.

Notwithstanding the foregoing, if at any point following the Closing Date the total gross revenues generated by the customer contracts purchased by Purchaser fall below Eight Million and No/100 Dollars (\$8,000,000.00), the amount of the Investor Payment shall be reduced in accordance with the following table, and the amounts of any unpaid installments shall be adjusted pro rata:

Rolling Trailing 12 Months Revenue	Investor Payment
Less than \$8,000,000, greater than \$5,999,999	\$800,000
Less than \$6,000,000, greater than \$3,999,999	\$500,000
Less than \$ 4,000,000, greater than \$1,999,999	\$250,000
Less than \$2,000,000	\$0

For the avoidance of doubt, if, at any time prior to the payment in full of the Investor Payment, the aggregate amount of installment payments already made exceeds the Investor Payment as adjusted under the table above, the Investor Payment shall be deemed to have been paid in full at such time.

2.2. **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Purchased Assets in the manner set forth in a schedule to be delivered by the Purchaser to the Seller on or before the Closing Date. Neither the Purchaser nor the Seller shall, in connection with any tax return, any refund claim, any litigation or investigation or otherwise, take any position with respect to the allocation of the Purchase Price which is inconsistent with the manner of allocation provided in such schedule.

2.3. **Closing.** The Closing under this Agreement (the “Closing”) shall take place at 10:00 A.M. Eastern Time on the first date on which all of the conditions set forth in **Article III** of this Agreement have been satisfied or waived, or such other date as mutually agreed by the parties, at the offices of SoBro Law Group, PLLC located at 513 3rd Avenue South, Nashville, Tennessee 37210. Such date is herein referred to as the “Closing Date.”

2.4. **Deliverables at Closing.**

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(a) At the Closing, Seller shall deliver to Purchaser the following:

(i) the Bill of Sale in the form of **Exhibit D** hereto, and the Assignment and Assumption Agreement in the form of **Exhibit E** hereto, duly executed by Seller;

(ii) a certificate of an executive officer of Seller certifying and attaching (A) all requisite resolutions or actions of Seller's limited liability company manager approving the execution and delivery of this Agreement and all other Acquisition Documents to which Seller is a party and the consummation of the transactions contemplated hereby; and (B) a certificate of the Florida Department of State Division of Corporations as of a recent date as to the legal existence and good standing of Seller;

(iii) revised **Schedule 4.11** and **Schedule 4.12** updated to reflect information known to Seller as of the Closing Date; and

(iv) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Purchaser, as may be required to give effect to this Agreement.

(b) At the Closing, Purchaser shall deliver to Seller the following:

(i) the Closing Payment, by wire transfer of immediately available funds to an account designated in writing by Seller to Purchaser prior to the Closing;

(ii) the Bill of Sale in the form of **Exhibit D** hereto, and the Assignment and Assumption Agreement in the form of **Exhibit E** hereto, duly executed by Purchaser;

(iii) a certificate of an authorized representative of Purchaser certifying and attaching (A) all requisite resolutions or actions of Purchaser's limited liability company manager approving the execution and delivery of this Agreement and all other Acquisition Documents to which Purchaser is a party and the consummation of the transactions contemplated hereby; and (B) a certificate of the Secretary of State of Tennessee as of a recent date as to the legal existence and good standing of Purchaser; and

(iv) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

2.5. Purchase Price Adjustments.

Seller shall, within thirty (30) days of receiving notice and supporting documentation from the books and records of Purchaser as they are ordinarily kept, pay to Purchaser in immediately available funds an amount equal to the Closing Payment, if, at the end of the first twelve (12) months following the Closing Date:

(a) Funding approved by USAC for the customer accounts described in **Schedule 4.12** equal less than seventy-five percent (75%) of the projected amounts for such accounts for RHC

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Program Services provided during the twelve (12) months following the Closing Date as set out in **Schedule 4.12**; or

(b) Purchaser has not received approval from the FCC and USAC, as necessary, to enter into contracts with RHC Program Services customers that collectively represent at least seventy-five percent (75%) of the projected amount disclosed in **Schedule 4.12**.

ARTICLE III

CONDITIONS PRECEDENT

3.1. **Conditions Precedent to Purchaser's Obligations.** The obligations of the Purchaser under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions, all or any of which may be waived in writing by the Purchaser, except as otherwise provided by law:

(a) No Material Adverse Effect. Except for the execution and delivery of this Agreement and the transactions required or permitted to take place pursuant hereto on or prior to the Closing Date, since the Effective Date there shall not have occurred any Material Adverse Effect, or any event or development or any series of events or developments which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. For purposes of this Agreement, a "Material Adverse Effect" shall mean any material and adverse effect on the financial condition, results of operations, assets, properties or business of the Seller or the Purchaser, as applicable. For the avoidance of doubt, notwithstanding anything else to the contrary in this Agreement, Seller's settlement with FCC of the matter described in **Exhibit B** shall not be deemed a Material Adverse Effect.

(b) Seller Representations and Warranties. The representations and warranties made by the Seller in this Agreement, or in any Schedule delivered herewith on the Effective Date, shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date or, in the case of representations and warranties made as of a specified date earlier than the Closing Date, on and as of such earlier date, and the Seller shall have delivered to the Purchaser a certificate, dated the Closing Date, to such effect.

(c) Seller Performance. The Seller shall have performed and complied in all material respects with the agreements, covenants and obligations required by this Agreement to be so performed or complied with by the Seller and the Principals at or before the Closing, and the Seller and the Principals shall have delivered to the Purchaser a certificate, dated the Closing Date, to such effect.

(d) Required Approvals, Notices and Consent. The Seller shall have obtained or given, at no expense to the Purchaser and there shall have not been withdrawn or modified any notices, consents, approvals or other actions listed on **Schedule 4.5**, as the case may be (including without limitation, obtaining all consents, approvals and/or waivers required under the contracts listed on **Schedule 4.11** in order to permit the consummation of the transactions contemplated by

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this Agreement without causing or resulting in a default, event of default, acceleration event or termination event under any of such documents and without entitling any party to any of such documents to exercise any other right or remedy adverse to the interests of the Purchaser thereunder). Each such consent or approval shall be in a form reasonably satisfactory to counsel for the Purchaser.

(e) No Litigation. There shall not be pending any litigation, proceeding, investigation, review, arbitration or claim by any governmental authority, and no preliminary or permanent injunction or other order shall have been issued, to restrain or invalidate the consummation by the Seller and the Principals of this Agreement and the transactions contemplated hereby, and no material litigation shall be pending, or to the knowledge of the Seller, threatened against the Seller with respect to this Agreement or the transactions contemplated hereby or arising out of the actions required or permitted to be taken by any of them pursuant to this Agreement.

(f) Regulatory Approvals and Consents. All consents, approvals and actions of, filings with and notices to any Governmental or Regulatory Authority necessary to permit the Purchaser, the Seller and the Principals to perform their obligations under this Agreement and to consummate the transactions contemplated hereby shall have been duly obtained, made or given and shall be in full force and effect.

(g) Non-Competition Agreements. Seller shall have entered into a Non-Competition Agreement with the Purchaser, in the form and to the effect of **Exhibit C** hereto.

(h) Netlink Voice Contract. Purchaser shall have successfully entered into a services contract with Netlink Voice.

(i) Settlement of FCC Matter. Seller and FCC have entered into a consent decree or similar document, approved by the FCC, that fully resolves and settles all asserted liabilities against Seller as described in **Exhibit B**.

(j) Proceedings. All proceedings to be taken in connection with the transactions contemplated by this Agreement and all documents incident thereto shall have been reasonably satisfactory in form and substance to the Purchaser and its counsel, and the Purchaser shall have received copies of all such documents and other evidences as it or its counsel may have reasonably requested in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith.

(k) Bill of Sale; Assignment and Assumption Agreement. The Seller shall have executed and delivered (a) the Bill of Sale in the form of **Exhibit D** hereto, and (b) the Assignment and Assumption agreement in the form of **Exhibit E** hereto.

3.2. **Conditions Precedent to Seller's Obligations**. The obligations of the Seller under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions, all or any of which may be waived in writing by the Seller, except as otherwise provided by law:

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(a) Purchaser Representations and Warranties. The representations and warranties made by the Purchaser in this Agreement shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date, and the Purchaser shall have delivered to the Seller and the Principals a certificate, dated the Closing Date, to such effect.

(b) Purchaser Performance. The Purchaser shall have performed and complied in all material respects with the agreements, covenants and obligations required by this Agreement to be so performed or complied with by the Purchaser at or before the Closing, and the Purchaser shall have delivered to the Seller and the Principals a certificate, dated the Closing Date, to such effect.

(c) No Litigation. There shall not be pending any litigation, proceeding, investigation, review, arbitration or claim by any governmental authority, and no preliminary or permanent injunction or other order shall have been issued, to restrain or invalidate the consummation by the Purchaser of this Agreement and the transactions contemplated hereby. No material litigation shall be pending or, to the knowledge of the Purchaser, threatened against the Purchaser with respect to this Agreement or the transactions contemplated hereby or arising out of the actions required or permitted to be taken by it pursuant to this Agreement.

(d) Regulatory Approvals and Consents. All consents, approvals and actions of, filings with and notices to any governmental authority necessary to permit the Purchaser and the Seller to perform their obligations under this Agreement and to consummate the transactions contemplated hereby shall have been duly obtained, made or given and shall be in full force and effect.

(e) Settlement of FCC Matter. Seller and FCC have entered into a consent decree or similar document, approved by the FCC, that fully resolves and settles all asserted liabilities against Seller as described in **Exhibit B**.

(f) Proceedings. All proceedings to be taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall have been reasonably satisfactory in form and substance to the Seller, and their counsel, and the Seller shall have received copies of all such documents and other evidences as it or its counsel may have reasonably requested in order to establish the consummation of such transaction and the taking of all proceedings in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as otherwise set forth in the schedules attached to this Agreement by reference to specific sections of this Agreement (hereinafter collectively referred to as the “Disclosure Schedule”), the Seller represents and warrants to the Purchaser as set forth below:

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4.1. **Existence and Good Standing.** The Seller operates a business that is a fully operational organization in good standing under the laws of the State of Florida and Seller shall assist Purchaser post-closing to obtain any and all necessary licenses to conduct its business as other jurisdictions require.

4.2. **Execution and Validity.** The Seller has full corporate power and authority to enter into this Agreement, all exhibits and schedules hereto, and all agreements contemplated herein (this Agreement and all such exhibits, schedules, and other agreements being collectively referred to herein as the “Acquisition Documents”), to perform its obligations hereunder and thereunder, to transfer the Purchased Assets, and to carry out the transactions contemplated hereby and thereby.

4.3. **Title to Purchased Assets.** The Seller has good and valid title to, or enforceable leasehold interests in or valid rights under contract to use, all the material properties and assets owned or used by Seller (real, personal, tangible and intangible), in each case free and clear of all Liens, except for Liens set forth on **Schedule 4.3**. The property, plant and equipment owned or otherwise contracted for by Seller is in a state of good maintenance and repair (ordinary wear and tear excepted) and is adequate and suitable in all material respects for the purposes for which they are presently being used.

4.4. **Leases. Schedule 4.4** hereto contains a complete list of (i) each lease pursuant to which the Seller leases, as lessor or lessee, any real or personal property interest. Each such lease is valid and binding and is in full force and effect, subject only to leases that have been rejected within the Chapter 11 Proceeding, and there are no existing defaults by any party to any such lease, or any condition, event, or act known to the Seller which, with notice or lapse of time or both, would constitute such a default. Without limiting the foregoing, the Seller is not in default under any of such leases, and the Seller has not received any notice from any person asserting a default by the Seller under any such lease.

4.5. **No Violation.** To the best knowledge of the Seller, none of (i) the execution and delivery of this Agreement or any of the other Acquisition Documents by the Seller, (ii) the performance by the Seller of its obligations hereunder or thereunder, (iii) the consummation of the transactions contemplated hereby or thereby after the Closing, will, upon obtaining the consents set forth in **Schedules 4.5** (A) violate, or be in conflict with, or constitute a default under or breach of, or permit the termination of, or cause the acceleration of the maturity of, any indenture, mortgage, contract, commitment, debt or obligation of the Seller, which violation, conflict, default, breach, termination, or acceleration, either individually or in the aggregate with all other such violations, conflicts, defaults, breaches, terminations, and accelerations, would have a Material Adverse Effect on the operations, business, assets, or financial condition of the Seller or the Purchased Assets; or (B) violate any statute, law, judgment, decree, order, regulation, or rule of any court or governmental authority to which the Seller or the Purchased Assets are subject; or (C) result in the loss of any material license, privilege, or certificate benefiting the Seller.

4.6. **Consents and Approvals of Governmental Authorities.** The parties acknowledge that the FCC and the United States Bankruptcy Court for the Middle District of Florida must

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consent, approve and authorize this transaction. Seller hereby represents that no other authorization of, or declaration, filing, or registration with, any governmental authority is required to be made or obtained by the Seller in connection with the execution, delivery, and performance of this Agreement or any of the other Acquisition Documents by the Seller.

4.7. **Patents, Trademarks, Trade Names.** The Seller owns, has licensed, or otherwise has the full right to use all patents, trademarks, servicemarks, trade names, and copyrights used in the business of the Seller as currently conducted. **Schedule 4.7** hereto contains a complete and accurate list of (i) all patents, trademarks, servicemarks, trade names copyrights, technology, know-how, recipes, and processes used or proposed to be used by the Seller, all applications therefor, and all licenses and other agreements relating thereto, and (ii) all agreements relating to technology, know-how, or processes that the Seller is licensed or authorized to use by others or licenses or authorizes others to use. Except as set forth in any of such licenses or agreements, the Seller has the sole and exclusive right to use its patents, trademarks, servicemarks, trade names, copyrights, technology, know-how, recipes, and processes identified in **Schedule 4.7** hereto, and no consent of any third party is required for the use thereof by the Seller upon completion of the transfer of the Purchased Assets. To the best knowledge of the Seller, no claims have been asserted by any person to the use of any such patents, trademarks, servicemarks, trade names, copyrights, technology, know-how, or processes, or challenging or questioning the validity or effectiveness of any such license or agreement, and the Seller knows of no valid basis for any such claims. The Seller has not received any notice or is aware of any facts or alleged facts indicating that the use of such patents, trademarks, servicemarks, trade names, copyrights, technology, know-how, or processes by the Seller infringes on the rights of any other person.

4.8. **Litigation. Schedule 4.8** hereto sets forth all actions, claims, proceedings, and investigations (“Actions”), including without limitation Actions for breach of contract, warranty or any other third party claim arising from services performed by the Seller, pending or threatened against the Seller, any properties or rights of the Seller (including, without limitation, the patents, trademarks, servicemarks, trade names, copyrights, technology, know-how, or processes listed in **Schedule 4.7** hereto), or the transactions contemplated by this Agreement or any other Acquisition Document before any court, arbitrator, or administrative or governmental body. To the best knowledge of the Seller, no state of facts exists or has existed that would constitute grounds for the institution of any Action against the Seller or against any properties or rights of the Seller or the transactions contemplated by this Agreement or any other Acquisition Document. The Seller is not subject to any judgment, order, or decree entered in any lawsuit or proceeding that has materially adversely affected, or that can reasonably be expected to materially adversely affect, the transactions contemplated by this Agreement, the Seller, or the Purchased Assets, including, without limitation, the Seller’s business practices and its ability to acquire any property or conduct business in any way. Any and all matters set forth in **Schedule 4.8** are solely the liability of the Seller and shall survive the Closing of this transaction.

4.9. **Tax Returns and Payments.** All of the tax returns and reports of the Seller or respecting the operations of the Seller required by law to be filed on or before the date hereof have been duly and timely filed and all taxes shown as due thereon have been paid. There are in effect no waivers of any applicable statute of limitations related to such returns. No liability for

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any tax will be imposed upon the Purchased Assets or the Seller or its assets with respect to any period before the Closing Date for which there is not an adequate reserve reflected in the balance sheet. The provisions of this Section 4.9 shall include, without limiting the generality of this Section, all reports, returns, and payments due under all federal, state, or local laws or regulations relating to income, sales, use and withholding taxes, withholding obligations, unemployment insurance, Social Security, workers' compensation and other obligations of the same or of a similar nature. The Seller is not subject to any open audit in respect of its taxes, no deficiency assessment or proposed adjustment for taxes is pending, and the Seller has no knowledge of any liability, whether or not proposed, for any tax with respect to any period through the date hereof to be imposed upon any of its properties or assets for which there is not an adequate reserve reflected in its balance sheet.

4.10. **Insurance. Schedule 4.10** contains a complete list of all material policies of fire, liability, workers' compensation and other forms of insurance owned or held by or for the benefit of the Seller (collectively, the "Insurance Policies"). All such Insurance Policies are and will remain in full force and effect up to the Closing Date and, to the best knowledge of the Seller, there is no notice of or basis for any modification, suspension, termination, or cancellation of any Insurance Policy. Seller shall provide to Purchaser proof of cancellation of all Insurance Policies as of the Closing Date, except that Seller's Commercial General Liability Insurance Policy, as described in **Schedule 4.10**, shall not be cancelled and shall remain in full force and effect for the complete term of the policy's coverage/extended coverage.

4.11. **Contracts and Commitments.**

(a) **Schedule 4.11** hereto contains a complete list of each contract and commitment of the Seller that is material to the operations, assets, business or financial condition of the Seller or that by its terms can reasonably be expected to require future payment by or to the Seller of \$1000.00 or more, including but not limited to the following:

(i) all employment contracts and commitments between the Seller and its employees, other than those terminable by the Seller at will and without payment or penalty;

(ii) all contracts or commitments, written or oral, with distributors, brokers, manufacturer's representatives, sales representatives, service or warranty representatives, customers, and other persons, firms, or corporations engaged in the sale or distribution of the Seller's products;

(iii) all purchase orders issued by the Seller in excess of \$1000.00, all sales orders received by the Seller in excess of \$1000.00 and all purchase or sales orders that call for delivery or performance on a date more than one year from the date of this Agreement;

(iv) all contracts and arrangements between the Seller or any person or entity that controls, is controlled by, or is under common control with, the Seller or any family member of any such person (such entity or person, being hereinafter referred to as an "Affiliate");

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(v) all contracts and arrangements, written or oral, under which the Seller is either a bailor or bailee including without limitation contracts for the bailment of vehicles;

(vi) all agreements pursuant to which the Seller acquired the Trade Name or a substantial portion of its assets; and

(vii) all other contracts and commitments of the Seller (excluding Business Leases for the purpose of this Section 4.11) and instruments reflecting obligations for borrowed money or for other indebtedness or guarantees thereof.

(b) At the Purchaser's reasonable request, the Seller shall deliver or cause to be delivered to the Purchaser full and complete copies of the documents identified above and all such other agreements and instruments as the Purchaser may reasonably request.

(c) Each of the contracts listed on **Schedule 4.11** is valid and binding, and except as otherwise provided in **Schedule 4.11**, neither the Seller nor any other party hereto is in default under or in breach or violation of, and neither the Seller nor any other party hereto has received notice of any asserted claim of default by any other party under, or a breach or violation of, any of the contracts, agreements, and commitments listed in **Schedule 4.11**, including without limitation, any licensing or usage agreements with respect to the technology that the Seller now uses or currently intends and plans to use.

4.12. **Customer Accounts.** **Schedule 4.12** sets forth a complete and accurate list of Seller's customer accounts for RHC Program Services as of the Closing Date, and, for each customer account and in the aggregate: (a) the total value of the accounts receivable from such customers due and owing to Seller, whether from customer or third-party payments from private, public, insurance or government reimbursement, for RHC Program Services rendered, partially completed, or completed on or before the Closing Date; and (b) the projected revenues from such customers for the twelve- (12) month period following the Closing Date. The Seller has no knowledge or basis for knowledge that any customer or group of related customers (i.e., any customers who are directly or indirectly through one or more intermediaries under common control), who, for Seller's fiscal year ending December 2017, has terminated or has informed Seller in writing of whose intent to terminate a material portion of its normal business with the Seller.

4.13. **Labor Relations.** No employee of the Seller is represented by a labor union, and no petition has been filed or proceedings instituted by any employee or group of employees with any labor relations board seeking recognition of a bargaining representative. There are no matters pending before the National Labor Relations Board or any similar state or local labor agency, and the Seller is neither engaged in nor subject to any penalties or enforcement action in respect of any unfair labor practices. There are no controversies or disputes pending between the Seller and any of its employees, except for such controversies and disputes as do not and will not, individually or in the aggregate, have a material adverse effect on its business, operations, assets, prospects, or condition, financial or otherwise.

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4.14. **Compliance with Laws.** Except with respect to the matters described in **Exhibit B**, the Seller is not in violation of, has not been charged with any violation of, or, to the best of its knowledge, is not under any investigation with respect to any charge concerning any violation of any applicable law, in which such violation either singly or in the aggregate with other violations would have a Material Adverse Effect upon the operations, assets, business or financial condition of the Seller. To the best knowledge of the Seller, Seller is not in violation with respect to any order, writ, injunction, or decree of any court, agency, or instrumentality.

4.15. **Licenses, Permits, and Authorizations.** The Seller has all approvals, authorizations, consents, licenses, franchises, orders, and other permits (collectively, "Licenses") of (i) any governmental or regulatory agency, whether federal, state, local or foreign, and (ii) all trade or industry associations, required to permit it to carry on its business as presently conducted, all of which are in full force and effect. **Schedule 4.15** hereto sets forth all such Licenses required for the operation of the business of the Seller.

4.16. **Condition of Tangible Assets.** All of the facilities of the Seller and its equipment and other tangible assets are in good condition and repair (ordinary wear and tear excepted) and workable, usable, and adequate for the uses to which they have been put by the Seller in the ordinary course of business, and none of such facilities and none of such equipment or other tangible assets (exclusive of obsolete items no longer used in the Seller's business) is in need of other than routine maintenance or repair.

4.17. **Absence of Undisclosed Liabilities.** Except as otherwise described in the Acquisition Documents, the Seller does not have any debt, liability, or obligation of any nature, whether known or unknown, or fixed, absolute, accrued, contingent, or otherwise.

4.18. **Brokers.** No broker, finder, agent or similar intermediary has acted on behalf of the Seller in connection with this Agreement or the transactions contemplated hereby, no brokerage commissions, finders' fees or similar fees or commissions are payable by the Purchaser or its affiliates in connection therewith based on any agreement, arrangement or understanding with any of them.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents, warrants and agrees to and with the Seller and the Principals as follows:

5.1. **Existence and Good Standing.** The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee, with full limited liability company power and authority to own its property and to carry on its business all as and in the places where such properties are now owned or operated or such business is now being conducted.

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5.2. **Execution and Validity.** The Purchaser has the full limited liability company power and authority to make, execute, deliver and perform this Agreement and the transactions contemplated hereby. The execution and delivery of this the Acquisition Documents by the Purchaser and the consummation of the transactions contemplated hereby have been duly authorized by all required limited liability company action on behalf of the Purchaser. This Agreement has been duly and validly executed and delivered by the Purchaser and, assuming due authorization, execution and delivery by the Seller and the Principals, constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

5.3. **No Violation.** To the best knowledge of the Purchaser, none of (i) the execution and delivery of this Agreement or any of the other Acquisition Documents by the Purchaser, (ii) the performance by the Purchaser of its obligations hereunder or thereunder, (iii) the consummation of the transactions contemplated hereby or thereby after the Closing, will, upon obtaining the consents set forth in **Schedules 4.5** (A) violate, or be in conflict with, or constitute a default under or breach of, or permit the termination of, or cause the acceleration of the maturity of, any indenture, mortgage, contract, commitment, debt or obligation of the Purchaser, which violation, conflict, default, breach, termination, or acceleration, either individually or in the aggregate with all other such violations, conflicts, defaults, breaches, terminations, and accelerations, would have a Material Adverse Effect on the operations, business, assets, or financial condition of the Purchaser or the Purchased Assets; or (B) violate any statute, law, judgment, decree, order, regulation, or rule of any court or governmental authority to which the Purchaser or the Purchased Assets are subject; or (C) result in the loss of any material license, privilege, or certificate benefiting the Purchaser.

5.4. **Consents and Approvals of Governmental Authorities.** The parties acknowledge that the FCC and the United States Bankruptcy Court for the Middle District of Florida must consent, approve and authorize this transaction. Purchaser hereby represents that no other authorization of, or declaration, filing, or registration with, any governmental authority is required to be made or obtained by the Purchaser in connection with the execution, delivery, and performance of this Agreement or any of the other Acquisition Documents by the Purchaser.

5.5. **Brokers.** No broker, finder, agent or similar intermediary has acted on behalf of the Seller in connection with this Agreement or the transactions contemplated hereby, no brokerage commissions, finders' fees or similar fees or commissions are payable by the Purchaser or its affiliates in connection therewith based on any agreement, arrangement or understanding with any of them.

ARTICLE VI

COVENANTS

The Seller hereby covenants and agrees with the Purchaser and the Purchaser hereby covenants and agrees with the Seller that:

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6.1. **Reasonable Access.** The Seller shall afford the Purchaser and its counsel, accountants, and other authorized representatives reasonable access during normal business hours to its properties, books and records so that the Purchaser and its advisors may have the opportunity to make such reasonable investigations as they shall desire to make of the affairs of the Seller; the Purchaser shall not contact employees of the Seller to discuss the transactions contemplated by this Agreement. The Seller shall furnish to the Purchaser any additional financial and operating data and other information as the Purchaser, counsel, accountants, and other authorized representatives shall from time to time reasonably request. The Purchaser shall, upon reasonable request, provide the Seller, counsel, accountants and other authorized representatives with such information concerning the Purchaser as may be reasonably necessary for the Seller to verify the Purchaser's performance of and compliance with its representations, warranties, and covenants herein contained.

6.2. **Conduct Before Closing Date.** Before the Closing Date, except as otherwise contemplated by this Agreement or as permitted by the prior written consent of the Purchaser, but without making any commitment on the Purchaser's behalf, the Seller shall:

- (a) conduct its business and operations only in the ordinary course;
- (b) maintain all of its properties and assets in good condition, working order, and repair (except for ordinary wear and tear);
- (c) perform its obligations under all agreements binding upon it and maintain all of its Licenses in good standing;
- (d) continue in effect the Insurance Policies (or similar coverage) referred to in Section 4.10 hereof;
- (e) keep available the services of its current officers and employees;
- (f) maintain and preserve the good will of the suppliers, customers, and others having business relations with it;
- (g) before the Closing Date, consult with the Purchaser from time to time with respect to any actual or proposed material conduct of its business; and
- (h) continue all capital expenditure programs in progress before the Closing Date.

6.3. **Prohibited Seller Transactions Before Closing Date.**

Before the Closing Date, except as otherwise contemplated by this Agreement or permitted by the prior written consent of the Purchaser, the Seller shall not:

- (a) become a party to any agreement which, if it had existed on the date hereof, would have come within the scope of the disclosure schedule pursuant to Section 4.11 hereof;

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(b) except with respect to the resolution of the matters described in **Exhibit B**, enter into any compromise or settlement of any litigation, proceeding or governmental investigation relating to its properties or business; or

(c) directly or indirectly, in any way, contact, initiate, enter into, or conduct any discussions or negotiations, or enter into any agreements, whether written or oral, with any person or entity with respect to the sale of any of the Seller's assets or shares of capital stock or a merger or consolidation of the Seller with any other entity or a sale of any of the other Purchased Assets.

6.4. **Further Assurances.** Before and after the Closing, each party hereto shall execute and deliver such instruments and take such other actions as any other party may reasonably request for the purpose of carrying out the intent of this Agreement and the other Acquisition Documents. Each party hereto shall use its best efforts to cause the transactions contemplated by this Agreement and the other Acquisition Documents to be consummated, and, without limiting the generality of the foregoing, to obtain all consents and authorizations of government agencies and third parties and to make all filings with and give all notices to government agencies and third parties that may be necessary or reasonably required to effect the transactions contemplated by this Agreement and the other Acquisition Documents. The Seller shall give prompt notice to the Purchaser, after receipt thereof by the Seller, of (i) any notice of, or other communication relating to, any default or event that, with notice or lapse of time or both, would become a default under any indenture, instrument, or agreement material to the Seller, to which the Seller is a party or by which the Seller is bound, and (ii) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement and the other Acquisition Documents.

6.5. **Confidentiality.** Before and after the Closing, each party to this Agreement shall, and shall cause its officers, accountants, counsel, and other authorized representatives and affiliated parties, to hold in strict confidence and not use or disclose to any other party without the prior written consent of the other party, all information obtained from the other parties in connection with the transactions contemplated hereby, except such information may be used or disclosed (i) when required by any regulatory authorities or governmental agencies, (ii) if required by court order or decree or applicable law, (iii) if it is publicly available other than as a result of a breach of this Agreement, (iv) if it is otherwise contemplated herein, or (v) by the Purchaser from and after the Closing to the extent related to the Seller or the Purchased Assets. In the event this transaction does not close, Purchaser shall not knowingly disclose any terms contained herein or information derived from or related to this transaction, specifically, but not limited to the content of leases, contracts, services or employee information. Additionally, Purchaser shall not solicit any clients, contracts, employees or any other service as mentioned within this Agreement or gained through negotiations with Seller. In the event of Purchaser's breach of this section, Seller shall have all legal remedies available at law and equity, including but not limited to a judgment of monetary damages, attorneys' fees and all associated costs.

ARTICLE VII

ADDITIONAL POST-CLOSING COVENANTS

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7.1. **Access.** After the Closing Date, the Purchaser shall, at the Seller's expense, permit the Seller, from time to time, to inspect and copy such books of account and other records of the Seller and to utilize the services of the Purchaser's or the Seller's employees, all as may be necessary or convenient to enable the Seller to prepare and file tax returns. Until the seventh anniversary of the Closing Date, the Purchaser shall not and shall not permit the Seller, without the prior written consent of the Seller or its successors in interest, to destroy or dispose of any such records. Notwithstanding any of the foregoing, no covenant contained in this Section 7.1 on the part of the Purchaser is intended to, and nothing herein shall be construed to, benefit or confer any rights upon any person, firm, or corporation other than the Seller.

7.2. **Use of Seller Name.** Commencing on the Closing Date, the Seller shall, and shall cause all of its affiliates, to cease using the name "DataConnex," and all associated trademarks or servicemarks, in any manner.

7.3. **Non-Competition.** The Seller agrees to a non-compete, as more particularly described in the parties' Agreement Not To Compete, attached hereto as **Exhibit C**.

7.4. **Transition Services.** As part of this Agreement and in consideration of the purchase price, the Principals, on behalf of Seller, shall train Purchaser in the business as follows:

(a) For a period of no less than six (6) months after Closing, and no greater than twelve (12) months after Closing (unless extended by the applicable parties by mutual agreement), Principals shall provide services in person or via phone and within or outside normal business hours with said service hours being determined upon mutual availability of a Principal and Purchaser. Said service shall consume no more than 20 hours per week in the aggregate in person or via remote access. Notwithstanding anything to the contrary herein, each Principal is obligated to provide training, assistance and service concerning the management and operation of the business; neither Principal is obligated to perform physical labor or menial tasks not ordinarily handled by top management; nor is either Principal obligated to make improvements to the business, its systems or processes. Notwithstanding anything to the contrary within this Agreement, the terms of this transitional cover work, advice, and service done in the ordinary course of business. The Purchaser shall have the ability to terminate either or both Principals or lessen the term of such Principal's services at any time in its sole discretion by providing a ten (10) day written notice to such Principal. In consideration of the transitional business services to be provided by Principals to Purchaser, Purchaser shall pay to each Principal the total sum of Fifteen Thousand and No/Dollars (\$15,000.00) per month for the period of transitional business services as stated herein.

(b) If the Seller commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.4, the Purchaser shall have the right and remedy, in addition to any others, to have the provisions of this Section 7.4 specifically enforced by any court having equity jurisdiction, together with an accounting therefore, it being acknowledged and understood by the Seller that any such breach or threatened breach will cause irreparable injury to the Purchaser and that money damages will not provide an adequate remedy therefore.

7.5. **Purchaser Covenants.**

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(a) Following the Closing, the Purchaser shall use its reasonable best efforts to collect from USAC the amounts in the accounts receivable balance as of the Closing Date as reflect in **Schedule 4.12**.

(b) Purchaser shall, upon receipt of written notice from Seller on or after January 1, 2019 setting forth the net income of the Seller for Seller's fiscal year ending December 31, 2018 and specifying the amounts of the tax liabilities of the Principals based on the net income of the Seller, pay to each of the Principals based on such Principal's percent ownership interest (the "2018 Tax Liability") in Seller an amount equal to the such Principal's respective 2018 Tax Liability, pursuant to Section 7.6 (b) of the DataConnex Operating Agreement dated October 6, 2014, provided, however, that Purchaser's total payment obligation under this subsection 7.5(b) shall in no event exceed Five Hundred Thousand and No/Dollars (\$500,000).

ARTICLE VIII

TERMINATION

8.1. **Termination.** This Agreement may be terminated at any time before the Closing Date by either the Purchaser or the Seller if there has been a material breach on the part of the other party in any material representation, warranty or covenant set forth in this Agreement that is not cured within ten (10) business days after such other party has been notified of the intent to terminate this Agreement pursuant to this Section 8.1.

8.2. **Effect of Termination.** In the event of termination of this Agreement as expressly permitted under Section 8.1 hereof, this Agreement shall forthwith become void (except to the extent expressly provided herein) and there shall be no liability on the part of either the Seller, the Purchaser, or their respective members, managers, officers, employees, or affiliates; provided, however, if such termination occurs pursuant to Section 8.1 and resulted from the material misrepresentation or material breach by a party of the covenants of such party contained in this Agreement, such party shall be fully liable for any and all damages sustained or incurred as a result of such breach. In the event of termination hereunder before the Closing, each party shall return promptly to the other Party all documents, work papers, and other material of the other party furnished or made available to such party or its representatives or agents and all copies thereof.

ARTICLE IX

SURVIVAL, INDEMNIFICATION

9.1. **Survival.** Notwithstanding (i) the making of this Agreement, (ii) any examination made by or on behalf of the parties hereto, and (iii) the Closing hereunder, (A) the representations and warranties of the parties contained herein or in any certificate or other document delivered pursuant hereto or in connection herewith shall survive until the three (3) year anniversary of the Closing Date, Section 4.9 hereof (Tax Returns and Payments), which in each case, shall survive until expiration of the applicable statute of limitations for the underlying cause of action and (B) the covenants and agreements required to be performed after the Closing

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pursuant to any provision of this Agreement, including this **Article IX**, shall survive until fully performed or fulfilled.

9.2. Indemnification.

(a) Indemnification by Seller and Principals. Subject to the other terms and conditions of this **Article IX**, Seller and Principals shall indemnify Purchaser against, and shall hold Purchaser harmless from and against, any and all losses, damages, liabilities, judgments, interest, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees and the cost of enforcing any right to indemnification ("Losses") incurred or sustained by, or imposed upon, Purchaser arising from, based upon or by reason of:

(i) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;

(ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; or

(iii) any Retained Liabilities.

(b) Indemnification by Purchaser. Subject to the other terms and conditions of this **Article IX**, Purchaser shall indemnify Seller against, and shall hold Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Seller arising from, based upon or by reason of:

(i) any inaccuracy in or breach of any of the representations or warranties of Purchaser contained in this Agreement;

(ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchaser pursuant to this Agreement; or

(iii) any Assumed Liabilities.

(c) Limitations.

(i) The aggregate amount of all Losses for which Seller and Principals shall be liable pursuant to Section 9.2(a)(i), when taken together with all other Losses under Section 9.2(b)(ii), shall not exceed an amount equal to the Closing Payment. Losses for which Seller and Principals shall be liable pursuant to (A) Section 9(a)(iii); or (B) relating to any claims based on intentional fraud, shall be claimable by Purchaser without limitation.

(ii) The aggregate amount of all Losses for which Purchaser shall be liable pursuant to Section 9.2(b)(i), when taken together with all other Losses under Section 9.2(b)(ii), shall not exceed an amount equal to the Purchase Price. Losses for which Purchaser shall be liable pursuant to (A) Section 9(b)(iii); or (B) relating to any claims based on intentional fraud, shall be claimable by Seller without limitation.

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ARTICLE X

OTHER AGREEMENTS

10.1. **Amendment and Modification; Waiver of Compliance.** Subject to the applicable law, this Agreement may be amended, modified, and supplemented only by written agreement signed by the Purchaser and the Seller. Any failure by any party to this Agreement to comply with any obligation, covenant, agreement, or condition contained herein may be expressly waived in writing by the other parties hereto, but such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 10.1.

10.2. **Fees and Expenses.** Except as otherwise provided herein, each of the parties hereto will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, the other Acquisition Documents and the consummation of the transactions contemplated hereby and thereby.

10.3. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered by hand, overnight courier, or mailed certified or registered mail with postage prepaid as follows.

If to the Seller, to:

Attention: DataConnex, LLC
Attention: Justin McMasters

Tennessee:
134 Hunter Dr.

Paris TN 38242

If to the Purchaser, to:

Charger Access, LLC
Attention: Amy L. Wood, Esq.
c/o SoBro Law Group, PLLC
513 3rd Avenue South
Nashville, Tennessee 37210
awood@sobrolaw.com

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10.4. **Public Announcements.** Neither the Purchaser nor the Seller nor the representatives of any of them shall make any public announcement with respect to this Agreement prior to seeking necessary approvals from the FCC and United States Bankruptcy Court for the Middle District of Florida, the other Acquisition Documents, or the transactions contemplated hereby or thereby without the prior written consent of the other parties.

10.5. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

10.6. **Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without reference to the conflict of laws principles thereof.

10.7. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.8. **Headings.** The headings contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

10.9. **Entire Agreement.** This Agreement, including the exhibits and schedules attached hereto and other documents referred to herein which form a part hereof, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings between the parties with respect to such subject matter, including, by way of illustration and not by limitation, any term sheet agreed to by the parties hereto prior to the date hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein.

10.10. **Severability.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

10.11. **Definitional Provisions.** All terms defined in this Agreement shall have such defined meanings when used in any exhibit, schedule, or any certificate or other document made or delivered pursuant hereto or thereto, unless otherwise defined therein.

10.12. **Retention of Jurisdiction.** The parties agree that the United States Bankruptcy Court for the Middle District of Florida shall retain jurisdiction to interpret and enforce the provisions of this Agreement, to resolve any disputes arising under or relating to this Agreement, and to determine the validity of the disposition of the Purchase Price proceeds.

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[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS, the parties hereto have caused this Agreement to be duly executed on the day and year first above stated.

SELLER:

DATACONNEX, LLC

By: _____

Its: _____

PRINCIPALS:

JASON CUCULLU

JUSTIN MCMASTERS

PURCHASER:

CHARGER ACCESS, LLC

By: _____

Its: _____

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EXHIBIT A

Contracts that shall be specifically rejected by the Seller via its Chapter 11 Plan

Contract Counterparty Name	Account Number
ACC Business	1204108
AT&T - 205-N04-0227 227	205 N04-0227 227
AT&T - 205-N16-0232 232	205 N16-0232 232
AT&T - 831-000-5903 158	831-000-5903 158
Cox Business	001 3601 072555703
Cox Business	001 3610 085774801
Level 3, now CenturyLink	5-G1LH3JGB
New Hope Telephone Cooperative	Account No: 3123700 Service ID: 555-728-6300
TEC - 152639	Account 152639
Tri-County Telephone, Council Grove Telephone	BAN: S1839-DATA

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EXHIBIT B

Description of Pending FCC Matter

On January 30, 2018, the Federal Communications Commission issued a Notice of Apparent Liability to Seller, File No. EB-IHD-15-00020296, NAL/Acct. No.: 201832080002. The Notice of Apparent Liability alleges that Seller violated certain rules related to the Rural Healthcare Program. Under the relevant law, a Notice of Apparent Liability is an allegation of rule violation, but does not constitute a finding of a violation. The Federal Communications Commission has, to date, issued no actual finding of a violation.

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EXHIBIT C

Agreement Not to Compete

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EXHIBIT D

Form of Bill of Sale

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EXHIBIT E

Form of Assignment and Assumption Agreement

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SCHEDULE 4.3

Liens

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SCHEDULE 4.4

Business Leases

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SCHEDULE 4.5

Consents and Approvals

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SCHEDULE 4.7

Patents, Trademarks, Trade Names

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SCHEDULE 4.8

Litigation and Actions

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SCHEDULE 4.10

Insurance Policies

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SCHEDULE 4.11

Business Contracts [to be updated prior to Closing]

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SCHEDULE 4.12

Customer Accounts [to be updated prior to Closing]

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SCHEDULE 4.15

Licenses, Permits, and Authorizations