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**FOURTH AMENDED AND RESTATED  
AGREEMENT OF LIMITED LIABILITY COMPANY  
OF  
LIMITLESS MOBILE, LLC**

**Dated as of November 30, 2017**

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AGREEMENT OF LIMITED LIABILITY COMPANY  
OF  
LIMITLESS MOBILE, LLC**

This Fourth Amended and Restated Agreement of Limited Liability Company (this “Agreement”) is made and entered into on the 30<sup>th</sup> day of November, 2017 by Tower Bridge Mobile Holdings, LLC, a Delaware limited liability company (the “Member”).

**RECITALS**

A. Limitless Mobile, LLC, a Delaware limited liability company formerly known as Keystone Wireless, LLC (the “Company”), was formed by filing a Certificate of Formation dated July 12, 2002, with the Secretary of State of Delaware.

B. On December 2, 2016, the Company filed a petition under chapter 11 of the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

C. On November 28, 2017, the Bankruptcy Court entered an order confirming a Third Amended Plan of Reorganization of the Company, as debtor (the “Debtor”), dated November 17, 2017 (the “Plan”), pursuant to which the Company will continue in existence as the reorganized debtor and will be 100% owned by the new money investors, all as more particularly provided in Section 5.01 of the Plan.

D. As a new money investor under the Plan, the Member has made the required capital contribution to the Company as required by Section 5.01(a) of the Plan. No eligible creditor of the Debtor has elected to participate as a new money investor pursuant to the terms of Section 5.01(c) of the Plan, and therefore the Member will be the sole member of the Company.

E. The Member desires to enter into this Agreement to amend and restate the limited liability company agreement in its entirety.

F. Accordingly, this Agreement is the Company’s limited liability company agreement as contemplated by §18-101 of the Act (as hereinafter defined) and sets forth the terms and conditions of the Member’s interest in the Company, the management and operation of the Company, and the economic arrangement of Member with respect to the business of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Member, intending to be legally bound hereby, agrees as follows:

**Article I.  
ORGANIZATION OF THE COMPANY**

**Section 1.01 Name.**

The name of the Company is “Limitless Mobile, LLC”.

**Section 1.02 Certificates and Other Filings.**

The Certificate of Formation for the Company was filed effective July 12, 2002 and amended January 10, 2014 and remains effective for all purposes set forth in the Act. The Member, or a member of the Board, as appropriate, shall execute all other documents and perform or cause the Company to perform such acts as shall constitute compliance with all requirements for the operation of the Company as a limited liability company under the Act and otherwise under the laws of the State of Delaware and any other jurisdiction in which the Company conducts business.

**Section 1.03 Principal Place of Business.**

The initial principal place of business of the Company shall be 2574 Interstate Drive, Harrisburg, PA 17110. The Company may relocate its principal place of business and registered office at any other place or places as the Board may from time to time designate. Any future relocation of the Company's principal place of business, as determined by the Board, will be in the United States of America.

**Section 1.04 Registered Office and Registered Agent.**

The Company's initial registered agent for service of process and the registered office in the State of Delaware shall be as set forth in the Certificate of Formation. The registered office and registered agent of the Company may be changed from time to time by the Board by filing the address of the new registered office and/or the name of the new registered agent with the Delaware Secretary of State pursuant to the Act.

**Section 1.05 Term.**

The term of the Company shall be perpetual unless the Company is dissolved in accordance with either the provisions of this Agreement or the Act.

**Section 1.06 Name and Address of Member.**

The name, address and ownership interests of the Member are set forth on Schedule A attached hereto.

**Article II.**  
**BUSINESS OF COMPANY**

**Section 2.01 Purpose; Powers.**

The purpose and business of the Company shall be to engage in any lawful act or activity which may be conducted by a limited liability company organized under the laws of the State of Delaware.

**Article III.**  
**DEFINITIONS**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

**“Act”** means the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et. seq., as amended from time to time.

**“Affiliate”** of any entity means (a) an entity or natural person controlling, controlled by or under common control with such entity, whether directly or indirectly, and (b) a successor of such entity by merger or sale of its business as a going concern; provided that, for purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any entity or person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity or person, whether through the ownership of voting securities or by contract or otherwise.

**“Board”** is defined in Section 6.01(a).

**“Capital Account”** of a Member means the capital account of that Member determined and maintained by the Company from the date hereof as follows: (a) the amount of money contributed by a Member to the Company, plus (b) the fair market value of property contributed by a Member to the Company as agreed to by the Members (net of liabilities secured by the property or to which the property is subject), and (c) the amount of Net Profits and other items of income and gain allocated to the Member pursuant to Article 5, minus (d) the amount of money distributed by the Company to a Member, minus (e) the fair market value of property distributed by the Company to the Member (net of liabilities secured by the property or to which the property is subject), and minus (f) the amount of Net Losses and other items of loss and deduction allocated to the Member pursuant to Article 5. The Capital Accounts shall be maintained in accordance with and hereafter adjusted as required under the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations. The Capital Account of the Member as of the date hereof is as set forth on Schedule A attached hereto.

**“Capital Advance”** is defined in Section 4.03(d).

**“Capital Contribution”** means any contribution to the capital of the Company in cash or property by the Member whenever made.

**“Capital Event”** means the sale or other disposition of all or substantially all of the Company's assets or one hundred percent (100%) of the Membership Interests, including without limitation the receipt of insurance upon the destruction or involuntary conversion of all or substantially all of the Company's assets, or the receipt of the proceeds on a refinancing of all or substantially all of the Company's assets other than in the ordinary course of business, or a liquidation or dissolution of the Company.

**“Certificate of Formation”** shall mean the Certificate of Formation of the Company, dated July 12, 2002, as filed with the Secretary of State of Delaware, as the same has been and may be amended from time to time.

**“Change of Control”** shall mean any transaction or series of transactions resulting in any Person or group of Persons acting in concert, who were not prior to such transaction or transactions owners of a majority of the voting power of such Person, becoming owners of at least such amount of the ownership interests in such Person constituting a majority of the voting power.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time (and any corresponding provisions of succeeding law).

**“Company”** means Limitless Mobile, LLC.

**“Directors”** is defined in Section 6.01(a).

**“Distributable Cash”** means all cash, revenues, and funds received by the Company from Company operations or the sale or refinancing of all or a portion of the assets of the Company (including, without limitation, a Capital Event), less the sum of the following to the extent paid or set aside by the Company:

- (a) All principal and interest payments on indebtedness of the Company and all other sums paid to lenders;
- (b) All cash expenditures incurred incident to the normal operation of the Company's business or in connection with a sale or refinancing, as the case may be; and
- (c) Such Reserves as the Board deems reasonably necessary to the proper operation, expansion and improvement of the Company's business, as well as for contingencies and the winding down of the business.

**“FCC”** means the United States Federal Communications Commission.

**“Fiscal Year”** means the Company's fiscal year, which shall be the calendar year.

**“Indemnified Group”** is defined in Section 6.04(f).

**“Insolvency”** means (i) the filing by Member or Tiered Interest Owner of a voluntary petition in bankruptcy under the Bankruptcy Reform Act of 1978, as amended or succeeded by a similar statute, (ii) the filing against a Member or Tiered Interest Owner of an involuntary petition in bankruptcy under the Bankruptcy Reform Act of 1978, as amended or succeeded by a similar statute, and such petition is not dismissed or stayed within 60 days of filing, (iii) an assignment for the benefit of creditors by Member or Tiered Interest Owner, (iv) the application for the appointment or the appointment of any receiver of a Member or Tiered Interest Owner or of any substantial part of Member's or Tiered Interest Owner's properties or (v) the admission in writing by Member or Tiered Interest Owner of its inability to pay its debts as they become due.

**“Member”** means Tower Bridge Mobile Holdings, LLC, and each of the Persons who may hereafter become Members pursuant to the terms hereof.

**“Membership Interest”** means the Member's entire interest in the Company including the Percentage Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Member granted pursuant to this Agreement and the Act.

**“Net Profits”** and **“Net Losses”** means for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss, as the case may be, for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss and deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in “taxable income or loss”).

**“Percentage Interest”** means with respect to each Member, the percentage set forth opposite such Member's name on Schedule A under the column labeled “Percentage Interest,” on such Schedule as the same may be adjusted from time to time pursuant to the provisions hereof.

**“Permitted Transferee”** is defined in Section 7.01(a).

**“Persons”** mean any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of the “Person” when the context so permits.

**“Required Funds”** is defined in Section 4.03(a).

**“Reserves”** means, for any fiscal period, funds set aside or amounts allocated during such period to reserves that shall be maintained in amounts deemed sufficient by the Board for working capital and to pay taxes, insurance, debt service (including debts to Member and its Affiliates), contingent liabilities or other costs or expenses incident to the ownership or operation of the Company's business.

**“Tiered Interest”** is defined in Section 7.01.

**“Tiered Interest Owner”** means any Person that owns a Tiered Interest.

**“Transfer”** is defined in Section 7.01.

**“Treasury Regulations”** means regulations promulgated pursuant to the Code by the United States Treasury Department, as amended, and any successor provision.

**“Unreturned Capital”** means, as of any specified date and with respect to each Member, the excess of: (i) the Capital Contributions made by Member (including any adjustment to Capital Accounts consistent with Treasury Regulations Section 1.704(b)(2)(iv)); *over* (ii) the cumulative distributions made to Member pursuant to the terms of Section 5.01 and/or Section 8.02 hereof, as the case may be.

**Article IV.**  
**CAPITAL**

**Section 4.01 Capital Contributions of Member.**

The Member has made a Capital Contribution and has a Capital Account as set forth on Schedule A hereto.

**Section 4.02 Purpose of Capital Contributions.**

The Capital Contribution set forth in Section 4.01 hereof has been used to facilitate the business of the Company and for other general purposes.

**Section 4.03 Additional Capital Contributions.**

(a) In the event that the Board reasonably believes that the Company requires capital in addition to the capital set forth in Section 4.01 (“Required Funds”), the Member agrees to make such additional Capital Contributions as the Board may request; provided, however, that the maximum amount of all Capital Contributions that the Member shall be obligated to make under this Agreement, including its initial Capital Contribution, shall not in the aggregate exceed \$13,200,000.

(b) The Board shall not permit any other Person to make Capital Contributions to provide the Required Funds without first offering to the existing Member the opportunity to make such additional Capital Contributions by delivery of written notice to the Member, which shall have the right to contribute all of the Required Funds. The Member shall notify the Board of its intention to make an additional Capital Contribution of the Required Funds within ten (10) business days after receipt of such notice from the Board.

(c) If, and to the extent that, the existing Member does not contribute all of the Required Funds pursuant to Section 4.03(a) above, the Board shall have the right to obtain such funds by issuing additional Membership Interests to other Persons (excluding the existing Member) and to admit such Persons as additional Members so long as the terms of investment are no more favorable to such additional persons than those terms offered to the existing Member. Each such additional Member shall be allocated those Membership Interests as that Person and the Board shall agree based on the Capital Contribution of such new Member divided by the Unreturned Capital of the Company after giving effect to all Capital Contributions. Prior to the admission of such Persons as additional Members, this Agreement shall be amended to make such changes as the Board and Members shall determine to reflect the fact that the Company shall have such additional Members.

(d) Not in limitation of the foregoing, in lieu of receiving additional Capital Contributions, the Board may at any time elect to receive an advance of Required Funds from Member to the Company, which advance (the “Capital Advance”) shall bear interest at the “prime rate” as charged by JP Morgan Chase & Co., Chicago, Illinois, or its successor on loans outstanding on the date of such Capital Advance *plus* two percent (2%).

**Section 4.04 Withdrawals.**

Member may not withdraw or retire from the Company except upon termination of the Company pursuant to Article VIII or in connection with a Transfer required or permitted by Article VII. Except as otherwise provided herein, Member shall not have the right to demand or receive all or any portion of its capital contributions or any other distribution. In no event shall Member have a right to demand or receive property other than cash in return for capital contributions or otherwise.

**Section 4.05 No Third Party Rights.**

The right of the Company to require any capital contributions under the terms of this Agreement shall not be construed as conferring any rights or benefits to or upon any other party not a party to this Agreement, including, but not limited to, the holder of any obligation secured by a mortgage, deed of trust, security interest or other lien or encumbrance affecting the Company or any interest of Member therein or any assets or properties of the Company or any part thereof or any interest therein. Member shall not have any personal liability to provide additional capital, or perform any other obligation under this Agreement.

**Section 4.06 No Payments of Individual Obligations.**

Member shall use the Company's credit and assets solely for the benefit of the Company. No asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of Member or of any Affiliate of Member or entity in which any direct or indirect holder of any interest in the Company has an interest.

**Section 4.07 Title to Property.**

All real and personal property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, Member shall have no ownership interest in such property in its individual name or right and Member's interest in the Company shall be personal property for all purposes.

**Article V.****DISTRIBUTIONS; ALLOCATION OF NET PROFITS AND NET LOSSES****Section 5.01 Distributions of Distributable Cash.**

Distributions of Distributable Cash, including in connection with a Capital Event, shall be made to the Member at such times and in such amounts as the Board shall determine. All amounts which the Company is required to withhold pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Member from the Company shall be treated as amounts distributed to the Member pursuant to this Section.

**Section 5.02 Allocations of Net Profits and Net Losses.**



Net Profits and Net Losses of the Company shall be determined by the Company's accountants using federal income tax principles. Net Profits and Net Losses shall be determined after taking into account all items of income and expense during the fiscal year of the Company. Net Profits and Net Losses for each fiscal year of the Company shall be allocated to the Member.

**Section 5.03 Interest on and Return of Capital Contributions.**

Member shall not be entitled to interest on its Capital Contributions or to return of its Capital Contributions, except as otherwise specifically provided for in this Agreement.

**Section 5.04 Accounting Period.**

The Company's accounting period shall be the Fiscal Year.

**Section 5.05 Records, Audits, and Reports.**

At the expense of the Company, the Board shall maintain records and accounts of all operations and expenditures of the Company. Such books and records shall reflect all transactions and other matters relating to the Company's business in the detail and completeness customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal place of business of the Company and shall be open to the reasonable inspection, examination and copying by the Member or its duly authorized representatives during reasonable business hours (at Member's expense). The Company shall also keep such other records and information at its principal place of business as may be required by the Act. The Company shall deliver to Member annual reports of results of operations of the Company, as soon as such reports are prepared and available.

**Article VI.**

**MANAGEMENT OF THE COMPANY**

**Section 6.01 Control and Management.**

(a) The business and affairs of the Company shall be managed by a Board of Directors (the "Board") comprised of four (4) directors ("Directors"). The Directors as of the date of this Agreement shall be as set forth on Schedule B attached hereto. Each Director shall serve until such Director's death, resignation, expulsion or removal. Directors need not be Members but must be citizens of the United States of America. Any Director may be replaced at any time in the sole discretion of the Member.

(b) Not in limitation, but in furtherance of the foregoing, it is agreed that the following actions shall require the approval of Member:

- (i) Sales of all or substantially all of the assets of the Company;

(ii) A merger, consolidation or other reorganization of the Company resulting in a change in ownership;

(iii) Incurrence of indebtedness in excess of \$150,000, or pledging, encumbering or placing liens on all or substantially all of the assets of the Company;

(iv) Issuing any additional Membership Interests and admitting any additional Members to the Company, except as otherwise expressly provided herein;

(v) Establishing or changing compensation for the services rendered by any member of the Board, Officer or the Member to the Company; and

(vi) Making amendments to this Agreement (except as permitted under Section 9.05 hereof).

(c) Each Director will bear its own reasonable expenses incurred in attending the Board meetings or any other activities, unless specifically authorized pursuant to Company or Board action.

(d) The Board shall meet at least once each calendar quarter. Special meetings of the Board may be called at more frequent intervals as any Director may request from time to time upon ten (10) days written notice to all Directors stating with reasonable specificity the subject matters to be discussed at such special meeting, and provided that the items to be discussed shall be limited to those set forth on such written notice (unless the Board unanimously waives such requirement). The Board may meet telephonically or in person and, if in person, at any location determined by the Board. A quorum of three (3) Directors must be present, in person or by proxy, for each Board meeting. Actions of the Board may be taken by a vote of a quorum as aforesaid, or by unanimous written consent.

(e) The Board may appoint such officers of the Company from time to time as the Board deems necessary and appropriate (“Officers”). The Officers may consist of a President, Vice President, Secretary and Treasurer or such other and additional offices as the Board shall determine. The Officers shall have such duties and responsibilities as the Board may determine from time to time. All Officers shall remain officers until such Officer is removed by the Board with or without cause or upon such Officer’s resignation, death or incapacity. The Officers of the Company and their offices as of the date of this Agreement shall be as set forth on Schedule C attached hereto.

## **Section 6.02 Compensation and Reimbursement.**

Except as set forth in or contemplated by Section 6.01, no salaries, fees, commissions or other compensation shall be paid to any Member, Director or Officer by the Company for any services rendered to or on behalf of the Company or in connection with its business affairs, operations or assets. Notwithstanding the foregoing, the Company shall reimburse Member, any Director or their designee for all reasonable costs incurred by such Persons in the operation of the business of the Company, including, without limitation, costs incurred in connection with

planning, development or administrative and general maintenance, engineering, monthly accounting, audits, preparation of tax returns and reports, development and administration of billing procedures, roaming administration, personnel administration, travel, telephone, copying, postage, salaries (including shared employee time) and other reasonable incidental business expenses incurred by such Persons in connection with the operation of the business of the Company and the performance by them of their duties hereunder.

**Section 6.03 Business Opportunities.**

No Member, Director or Officer shall be deemed, solely by virtue of such status, to have any obligation to the Company or the Member to share any opportunity to acquire any license issued by the FCC or to allow the participation of the Company or any Member or Director in any business opportunity which is not directly related to the purpose of the Company set forth in Section 2.01 hereof.

**Section 6.04 Liability and Indemnification of Member, Directors and Officers.**

(a) Each Member and Director shall be liable under this Agreement only for his or her respective fraud, gross negligence, material breach of obligations arising under this Agreement, or willful misconduct, but shall not be liable (i) for errors in judgment (including, without limitation, believing in good faith that the relevant member of the Indemnified Group is acting within the power and authority as described in this Agreement) or (ii) for any acts or omissions that do not constitute gross negligence or willful misconduct or (iii) for the negligence, whether of omission or commission, dishonesty or bad faith, of any employee, consultant or agent or of any attorney, accountant, engineer, architect or insurance agent of the Company selected and supervised by the Board with reasonable care. Any act or omission by a Member, Director or Officer, if done in reliance upon the opinion of legal counsel or public accountants selected with the exercise of reasonable care by the Board on behalf of the Company, shall be conclusively presumed not to constitute fraud, gross negligence or willful misconduct on the part of such Member, Director or Officer. Each Member and Director shall indemnify and hold harmless the Company, each other member of the Indemnified Group, of and from all claims, causes of action, costs, liabilities, obligations and expenses (including attorneys' fees) of any kind or nature whatsoever arising out of or related to such Member's or Director's prior employment by any entity or other prior or future business ventures or affiliations of such member other than the business of the Company.

(b) In any threatened, pending or completed action, suit, or proceeding (civil or criminal) to which a Member, Director or Officer was or is a party or is threatened to be made a party by reason of the fact that it is or was a Member, Director or Officer, the Company shall indemnify and hold harmless such Member and Director against all expenses (including reasonable attorneys' and accountants' fees, court costs and expenses), judgments and amounts paid in settlement actually and reasonably incurred by it in connection with such action, suit or proceeding if the conduct of such Member, Director or Officer did not constitute fraud, gross negligence or willful misconduct.

(c) To the extent that a Member, Director or Officer has been successful on the merits in seeking indemnification in accordance herewith, the Company shall indemnify him or her and hold him or her harmless against the expenses (including reasonable attorneys' and accountants' fees and costs) actually and reasonably incurred by it in connection therewith.

(d) The termination of any action, suit or proceeding by judgment, order, settlement or otherwise shall not, of itself, create a presumption that the conduct of a Member, Director or Officer constituted fraud, gross negligence or willful misconduct.

(e) Expenses (including reasonable attorneys' and accountants' fees, court costs and expenses) incurred in defending any claim, action, suit or proceeding (civil or criminal) shall be paid by the Company in advance of final disposition of the matter upon receipt of an undertaking by or on behalf of such Member, Director or Officer to repay such amount if such Member, Director or Officer is ultimately determined not to be entitled to such indemnity. Regardless of the indemnity provided for under this Section, the Company may carry such indemnification insurance as the Board deems necessary.

(f) As used in this Section 6.04, the indemnification and reimbursement of a Member, Director or Officer shall also be provided to the Affiliates of such Member, Director or Officer, their members, partners, shareholders, directors, officers, employees and agents, and its and their respective members', partners' and corporations' directors, officers, employees and agents ("Indemnified Group").

**Article VII.**  
**TRANSFERABILITY**

**Section 7.01 Generally.**

Member shall not make or grant or permit to be made or granted (directly or indirectly, voluntarily or involuntarily or by operation of law) any transfer, assignment, sale, exchange, gift, mortgage, encumbrance, security interest in or other disposition of (a "Transfer") all or any part of its Membership Interest, other than any Transfer to a Permitted Transferee (as defined below), without the prior written approval of the Board, and any attempt to do so shall be void. Until it has transferred its Membership Interest in accordance with the provisions hereof, Member shall maintain its existence as a limited liability company and Member shall not permit any Transfer (other than to a Permitted Transferee as defined below) of any membership interests in Member (each, a "Tiered Interest") without the prior written approval of the Board.

(a) "Permitted Transferee" means:

(i) with respect to Member or Tiered Interest Owners that are individuals, any lineal descendant of such Member or Tiered Interest Owner or any spouse or adopted child of any such descendant or any child of any such spouse;

(ii) any trustee or trustees for the benefit of any of the Persons named in Section 7.01(a)(i);

(iii) the executors, administrators, conservators or personal representatives of any Person referred to in Section 7.01(a)(i);

(iv) any Affiliate of Member or Tiered Interest Owner or one or more of the Persons referred to in Section 7.01(a)(i), (ii) and (iii); or

(v) with respect to any Tiered Interest, any transfer so long as such transfer does not constitute or result in a Change of Control of the entity in which such Tiered Interest constitutes a direct ownership interest;

provided, however, that no transferee of any interest of Member shall be vested with any voting rights unless the transfer has been approved by the Board.

(b) Notwithstanding anything to the contrary provided herein, no Transfer of a Membership Interest or a Tiered Interest to a Permitted Transferee is permitted hereunder unless, at the time of the Transfer, the Permitted Transferee and each constituent stockholder, partner or member therein enters into an agreement with the Company that the existence of such Permitted Transferee and/or Tiered Interest Owner will be maintained at all times and that he will not thereafter transfer, by operation of law or otherwise, all or any portion of his ownership interest in such Permitted Transferee and/or Tiered Interest Owner to any Person other than a Permitted Transferee.

(c) A change in the trustee of any trust which is a Member or partner or shareholder in a Member shall not constitute a Transfer.

**Section 7.02 Further Restrictions on Assignment.**

Notwithstanding anything herein to the contrary, no Transfer of any Membership Interest may be made unless:

(a) In the opinion of counsel for the Company, such Transfer would not cause the Company to be treated as an association taxable as a corporation for Federal income tax purposes;

(b) The Company receives an opinion satisfactory to its legal counsel to the effect that such Transfer may be made without the necessity of registering such Company Interest under the Securities Act of 1933 or any applicable state blue sky or securities law or regulations and will not violate any applicable securities laws;

(c) The transferor and the transferee shall execute and acknowledge such instruments as counsel for the Company may deem necessary or desirable to effect the admission of the transferee as a substituted or additional Member, including the written acceptance and adoption by the transferee of all of the terms and provisions of an amendment to or amendment and restatement of this Agreement, and shall pay all reasonable fees and other

costs (including reasonable attorneys' fees) incurred by the Company in connection with the Transfer and admission of the transferee to the Company;

(d) The Company shall have filed any documents necessary to effect the substitution or addition of the transferee as a substituted Member in place of the transferor; and

(e) As to any Transfer which would require prior FCC, such required approval is first sought and obtained from FCC.

The transferee of any Transfer which does not comply with the provisions of this Article VII shall have no right to require any information or account of the Company's transactions, to inspect the Company's books and records, or to participate in any option granted to, or matter requiring the approval or disapproval of, Members, and such right shall be exercisable by, and only by, the transferor and shall have no other rights except as required by law.

### **Section 7.03 Dissolution, etc., of Member.**

Member may not voluntarily withdraw or resign from the Company. In the event of the dissolution, termination, adjudication of bankruptcy or other event which results in the withdrawal from the Company of Member, the Board may act to issue Membership Interests to another Person in its discretion, subject to any required third party or governmental approvals, such that the Company does not dissolve or wind up. In such event, (i) the Company shall be entitled to exercise any and all rights available at law or in equity against Member; (ii) the Company shall not be obligated to purchase the Membership Interest of Member; (iii) the Company shall not dissolve; (iv) Member shall be entitled to receive distributions only as and when made generally pursuant to the terms of this Agreement, and (v) any distributions or other payments to be made to Member by the Company shall be subject to the right of the Company to set-off such distributions or other payments against any amounts owed to it by Member, whether as a result of the event of withdrawal, dissolution or otherwise.

### **Section 7.04 Tax Allocations and Cash Distributions.**

(a) If a Membership Interest is transferred, the Net Profits or Net Losses allocable, and cash distributable, to the holder of such Membership Interest for the then fiscal year of the Company shall be allocated proportionately between the transferor and the transferee based upon the number of days during such Fiscal Year on which each party was the owner of the transferred Membership Interest. However, if such parties agree that such Net Profits or Net Losses and cash are to be allocated and distributed based upon an interim closing of the Company books, and such parties agree to pay all expenses incurred by the Company in connection therewith and so notify the non-transferring Member, then all such Net Profits or Net Losses and cash shall be allocated and distributed between the transferor and transferee based upon an interim closing of the Company's books and records. In no event, however, shall Distributable Cash attributable to or Net Profits or Net Losses arising from a Capital Event be distributed and allocated to any Member other than the Members owning Membership Interests as of the date of the Capital Event in question.

(b) Any transferee of a Membership Interest shall succeed to the Capital Account of the transferor Member to the extent it relates to the transferred Membership Interest.

**Article VIII.**  
**DISSOLUTION AND TERMINATION**

**Section 8.01 Dissolution.**

The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The sale or other disposition of all or substantially all of the assets of the Company; or
- (b) Determination of Member to dissolve;

**Section 8.02 Winding Up, Liquidation, and Distribution of Assets.**

Upon dissolution, the Board shall proceed with the winding up of the affairs of the Company. During such windup process, the Net Profits, Net Losses, and Distributable Cash shall continue to be paid and allocated to Member in accordance with this Agreement. Upon the dissolution of the Company, Member shall sell or convert into cash all assets other than cash as promptly as possible, but in a businesslike manner so as not to cause undue loss. Member shall have the right to bid on and purchase, subject to competing bids, any of the assets being sold on the same terms and conditions as apply to any unrelated third party. The proceeds from the sale of the Company assets, to the extent available, together with any assets to be distributed in kind, shall be applied and distributed in the following order of priority:

- (a) First, to creditors (including Member and its affiliates who are creditors) and the expenses of liquidation, in the order of priority provided by law;
- (b) Second, to the establishment of any Reserves which the Board determines to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; and
- (c) Thereafter, to the Member in accordance with Section 5.01 hereof.

In the event the Company receives a promissory note upon the sale of all or substantially all of its assets, then the Company shall remain in existence to collect the proceeds of such promissory note. The proceeds collected from any such promissory note shall be distributed as soon as practicable in accordance with this Section 8.02. Any amounts withheld for Reserves pursuant to Section 8.02(b) shall be distributed from time to time as the Member determines in the same amounts withheld would have otherwise been distributed pursuant to this Section 8.02.

**Section 8.03 Time of Liquidation.**

A reasonable time shall be allowed for the orderly liquidation of the properties and other assets of the Company and the discharge of liabilities to creditors so as to enable the Member to attempt to minimize to the extent it deems practicable, advisable or desirable the normal losses attendant upon a liquidation.

**Section 8.04 Report on Liquidation.**

As soon as practicable and in any event within ninety (90) days following the completion of the liquidation of the Company's properties, the Board shall supply to Member financial statements which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation, Member's distributions and the amount retained as Reserves pursuant to Section 8.02(b).

**Section 8.05 Deficit Capital Account.**

Member shall have no liability to the Company or to the creditors of the Company on account of any deficit balance in Member's Capital Account. Nothing in this section shall modify the Member's respective obligations to contribute capital as and when required in Article IV.

**Section 8.06 Return of Contribution Nonrecourse.**

Upon dissolution, Member shall look solely to the assets of the Company for the return of its Capital Contributions. Nothing in this section shall modify Member's obligations to contribute capital as and when required in Article IV.

**Section 8.07 Certificate of Cancellation.**

When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to Member, a certificate of cancellation in the form required under the Act shall be executed and filed with the Delaware Secretary of State. Upon the filing of the certificate of cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in the Act. Member shall have no authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.



**Article IX.**  
**MISCELLANEOUS PROVISIONS**

**Section 9.01 Notices.**

Any notice or other things required or desired to be served, given or delivered hereunder shall be deemed validly served, given or delivered upon (a) the deposit thereof in the United States mail, registered or certified, with proper postage prepaid, (b) legible facsimile transmission or (c) prepaid overnight courier, and addressed to the Member to be notified at the address listed in Schedule A, as such address may be changed from time to time upon notice to the Company. Notice shall be deemed received three days after delivery by (a) above, and the next business day after delivery by (b) and (c) above. The address of any Member and the attorney for the Company may be changed by notice in writing to the Company and any other Members duly served in accordance herewith.

**Section 9.02 Application of Delaware Law.**

This Agreement and the application of interpretation hereof shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Act.

**Section 9.03 Waiver of Action for Partition.**

Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

**Section 9.04 Brokers or Finders.**

Neither Member nor any Person acting on Member's behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement. Member covenants to pay, hold harmless and indemnify the Company and its Affiliates from and against any and all cost expense or liability for any compensation, commissions and charges claimed by any broker or other Person with respect to this Agreement or the negotiation thereof.

**Section 9.05 Ministerial Amendments.**

The Board shall have full power, with prior notice to the Member, to amend the Company's Certificate of Formation whenever required by law or to preserve the existence of the Company or the limited liability status of the Member throughout the term of this Agreement.

**Section 9.06 Execution of Additional Instruments.**

Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with any laws, rules, or regulations.

**Section 9.07 Construction.**

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

**Section 9.08 Headings.**

The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.

**Section 9.09 Waivers.**

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, that would have originally constituted a violation, from having the effect of an original violation.

**Section 9.10 Severability.**

If any provision of this Agreement or its application to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

**Section 9.11 Heirs, Successors, and Assigns.**

Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

**Section 9.12 No Third Party Beneficiaries.**

The provisions of this Agreement are intended for the sole benefit of the signatory hereto and are not intended to benefit or be enforced by any Person not a party to this Agreement, including without limitation any creditors of the Company.

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EXECUTION VERSION

The undersigned hereby agrees, acknowledges, and certifies that the foregoing Agreement constitutes the limited liability company agreement of Limitless Mobile, LLC.

**MEMBER**

Tower Bridge Mobile Holdings, LLC, a  
Delaware limited liability company

By: Richard B. Worley  
Name: Richard Worley  
Title: President

**SCHEDULE A****NAMES, ADDRESSES, PERCENTAGE INTEREST AND  
INITIAL CAPITAL CONTRIBUTION OF THE MEMBER  
(as of November 30, 2017)**

Names and Address of the Member	Percentage Interest	Initial Capital Contribution	Capital Account
<b>Tower Bridge Mobile Holdings, LLC</b> 100 Front Street, Suite 940 West Conshohocken, PA 19428	100.00%	\$6,550,000	\$6,550,000
TOTAL	100.0%	\$6,550,000	\$6,550,000

**SCHEDULE B**

**BOARD OF DIRECTORS**

Richard B. Worley  
Sarah Miller Coulson  
Roberto Sella  
Atte Miettinen

**SCHEDULE C**

**OFFICERS**

<b>Name</b>	<b>Office</b>
Atte Miettinen	Chief Executive Officer
Edward James Croal	Chief Technical Officer
Amir Rajwany	Chief Operating Officer