

Request Signature Waiver

Call Sign: E180810
File Number: SES-REG-20180612-01419
Grant Date: November 9, 2018
Expiration Date: June 12, 2033

Per our call with Clay DeCell of the FCC's IB Satellite Division on Monday, April 12, 2021, Point Broadband Fiber Holding, LLC requests the waiver of signature for Sunset Digital Communications, Inc. on this transfer application for Call Sign E180810.

Per said call, please find attached the following in support of our request:

- Letter requesting to transfer the registration;
- Memorandum summarizing Point Broadband's purchase of Sunset Digital Communications, Inc.'s business assets; and
- Asset Purchase Agreement cover, definitions, and signature pages.

Thank you.

JOHN A. KEMP



Associate General Counsel

April 14, 2021

Date

FCC Radio Station – Request to Transfer Registration

Call Sign: E180810
File Number: SES-REG-20180612-01419
Grant Date: November 9, 2018
Expiration Date: June 12, 2033

FCC Radio Station Call Sign: E180810 is currently registered with the Federal Communications Commission (“FCC”) under Registration File Number: SES-REG-20180612-01419 (the “Earth Station Registration”). The Earth Station Registration is listed in the name of Sunset Digital Communications, Inc., a Virginia corporation. Please see a copy of the Current Authorization attached hereto as Exhibit A.

On May 29, 2018, Sunset Digital Communications, Inc. executed an Asset Purchase Agreement, as amended (the “APA”). Per the APA, Sunset Digital Communications, Inc. sold to Point Broadband Fiber Holding, LLC (f/k/a Sunset Digital Holding, LLC), its investors and its affiliates (collectively, “Point Broadband”) all Sunset Assets used by Sunset Digital Communications, Inc. in its business. Please see the Memorandum attached hereto as Exhibit B.

Article I of the APA defines “Sunset Assets” as “all assets used by [Sunset] in the Business.” The Recitals of the APA define Sunset Digital Communications, Inc.’s “Business” as its “fiber-optic telecommunications and information services.” Article II of the APA specifically identifies “[a]ll Licenses ... necessary to operate the Business” as part of the “Purchased Assets;” and Article I identifies “License” to mean “any grant, permit or other authorization issued by any Government Authority, including the Federal Communications Commission, used in the operation of the Business.” The purchase of Assets was completed in August of 2018. Please see copies of APA page 1, pages for definitions referenced above, and signature pages attached hereto as Exhibit C.

The Earth Station Registration is an asset/license of the Business that was sold by Sunset Digital Communications, Inc. and purchased by Point Broadband in the acquisition.

Point Broadband does not have access to the MyIBFS log-in information of Sunset Digital Communications, Inc.

Point Broadband hereby request the Earth Station Registration be transferred into the name of Point Broadband Fiber Holding, LLC. Thank you.

JOHN A. KEMP


Associate General Counsel

March 18, 2021

Date



**Memorandum of
Acquisition and Merger**

Point Broadband Fiber Holding, LLC (f/k/a Sunset Digital Holding, LLC), a Delaware limited liability company, is a wholly owned subsidiary of Point Broadband, LLC, a Georgia limited liability company. Point Broadband Fiber Holding, LLC, its investors and its affiliates (“Purchaser”), and Sunset Fiber, LLC, a Virginia limited liability company, and Sunset Digital Communications, Inc., a Virginia corporation (collectively, “Sunset” or “Sellers”) executed an Asset Purchase Agreement, as amended (“APA”).

Per the APA, Purchaser purchased the fiber-optic broadband assets of Sellers and of BVU authority, a political subdivision of the Commonwealth of Virginia operating under the trade name OptiNet (“OptiNet”) (OptiNet together with Sunset, the “Assets”);

The purchase of Assets was completed on or about August 1, 2018.

As such, Purchaser assumed, has, and holds all rights and interests, will perform all duties and responsibilities, and is bound by the terms and conditions of Sellers’ and OptiNet’s agreements and obligations transferred to Purchaser as Assets.

The terms of this Memorandum are to be held in confidence, to be shared on a need-to-know basis only.

Purchaser has executed this Memorandum as of the date below.

Point Broadband Fiber Holding, LLC

By: John Kemp
Name: John Kemp
Title: Associate General Counsel

FIRST AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS FIRST AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of May 29, 2018 (the "Effective Date"), entered into by and among **SUNSET DIGITAL COMMUNICATIONS, INC.**, a Virginia corporation ("Sunset"), **SUNSET FIBER, LLC**, a Virginia limited liability company ("**Sunset Fiber (VA)**") (collectively Sunset and **Sunset Fiber (VA)**, the "Sellers"), and **SUNSET DIGITAL HOLDING, LLC**, a Delaware limited liability company ("**Buyer**" or "**Sunset Holding**"), and solely with respect to their joint and several obligations set forth in this Agreement, the New Members, provides as follows:

RECITALS

WHEREAS, the Sellers are in the business of providing fiber-optic telecommunication and information services (the "**Business**");

WHEREAS, the Sellers wish to sell and assign to Buyer, and Buyer wishes to purchase and assume from the Sellers, the Purchased Assets subject to the terms and conditions set forth herein;

WHEREAS, the BVU Authority and the Sellers are parties to that certain Asset Purchase Agreement dated as of February 5, 2016, as amended by that certain First Amendment to Asset Purchase Agreement dated May 23, 2016 (the "**First Amendment**"), as further amended by that certain Second Amendment to Asset Purchase Agreement dated July 19, 2016 (the "**Second Amendment**"), as further amended by that certain Third Amendment to Asset Purchase Agreement dated August 19, 2016 (the "**Third Amendment**"), as further amended by that certain Fourth Amendment to Asset Purchase Agreement dated December 16, 2016 (the "**Fourth Amendment**"), and as further amended by that certain Fifth Amendment to Asset Purchase Agreement dated February 21, 2018 (the "**Fifth Amendment**") (collectively, the "**BVU APA**"), pursuant to which BVU Authority has agreed to sell and transfer, and Sunset Fiber (VA) has agreed to purchase and acquire, substantially all the assets (the "**OptiNet Assets**") of the BVU Authority's fiber-optic telecommunications and information services business (collectively, "**OptiNet**"), subject to the terms and conditions set forth in the BVU APA; and,

WHEREAS, pursuant to the Fifth Amendment, the BVU Authority consented to the assignment of the BVU APA to Sunset Fiber (VA);

WHEREAS, Sunset Fiber (VA) desires to assign to Sunset Fiber, LLC, a Delaware limited liability company ("**Sunset Fiber (DE)**") all Sunset Fiber (VA)'s rights and obligations under the BVU APA, and Sunset Fiber (DE) desires to accept such assignment, pursuant to the terms and conditions set forth herein; and

WHEREAS, Sunset desires to assign to Sunset Digital Communications, LLC, a Delaware limited liability company ("**Sunset Digital (DE)**") all Sunset's assets and certain obligations as set forth below, and Sunset Fiber (DE) desires to accept such assignment, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meanings specified or referred to in this **Article I**:

“Accounts Receivable” has the meaning set forth in **Section 2.01(d)**.

“Acquisition Proposal” has the meaning set forth in **Section 6.04(a)**.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term **“control”** (including the terms **“controlled by”** and **“under common control with”**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Allocation Schedule” has the meaning set forth in **Section 2.07**.

“Assigned Contracts” has the meaning set forth in **Section 2.01(f)**.

“Assignment” has the meaning set forth in **Section 7.02(h)**.

“Assignment and Assumption Agreement” has the meaning set forth in **Section 7.02(f)**.

“Assumed Liabilities” has the meaning set forth in **Section 2.03**.

“Audited Financial Statements” has the meaning set forth in **Section 4.04(a)**.

“Balance Sheet” has the meaning set forth in **Section 4.04(a)**.

“Balance Sheet Assets” has the meaning set forth in **Section 2.01(a)**.

“Balance Sheet Date” has the meaning set forth in **Section 4.04(a)**.

“Basic Services” means the entry level for services.

“Basic Subscriber” means, as of any date, without duplication, all customers of Basic Services who are individually billed for Basic Services.

“Basket” has the meaning set forth in **Section 8.04(a)**.

“Benefit Plan” has the meaning set forth in **Section 4.21(a)**.

“Bill of Sale” has the meaning set forth in **Section 7.02(e)**.

“Books and Records” has the meaning set forth in **Section 2.01(o)**.

“Leased Real Property” has the meaning set forth in Section 4.11(b).

“Liabilities” means liabilities, obligations or commitments of any nature whatsoever, asserted or un-asserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“License” means any grant, permit or other authorization issued by any Government Authority, including the Federal Communication Commission, used in the operation of the Business.

“Losses” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Material Adverse Effect” means any event, occurrence, fact, condition, or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to:

- (a) The Business, results of operations, condition (financial or otherwise) or assets of the Business taken as a whole;
- (b) The value of the Purchased Assets taken as a whole; or
- (c) The ability of the Sellers to consummate the transactions contemplated hereby on a timely basis;

provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general national economic or political conditions not unique to the Sellers or its region where it conducts the Business; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any changes in applicable Laws or accounting rules, including without limitation, GAAP; or (vi) the public announcement, pendency or completion of the transactions contemplated by this Agreement.

“Material Contracts” has the meaning set forth in Section 4.07(a).

“Material Customers” has the meaning set forth in Section 4.15(a).

“Material Suppliers” has the meaning set forth in Section 4.15(b).

“Multiemployer Plan” has the meaning set forth in Section 4.21(c).

“New Members” means Paul B. Elswick, Jr. and Ryan B. Elswick.

“Operating Agreement” means that certain Operating Agreement by and among Sunset Holding and its members to provide for the terms and conditions for the operation of Sunset Holding.

“OptiNet” has the meaning set forth in the recitals.

“Ordinary Course of Business” means the ordinary business activities of the Sellers with respect to the Business consistent with its past legal and authorized custom or practice, including with

"Release Letters" means documentation in a form satisfactory to the Buyer providing evidence of the payment in full of an Indebtedness or the release of the Sellers in favor of the Buyer from payment of such Indebtedness or the release of any Encumbrance related to such Indebtedness.

"Representative" means, with respect to any Person, its President and attorneys, as applicable, for pre-Closing matters and any and all directors, officers, Employees, consultants, financial advisors, counsel, and accountants of such party for post-Closing matters.

"Required Consents" has the meaning set forth in Section 4.03.

"Resolution Period" has the meaning set forth in Section 2.06(b)(ii).

"Restricted Business" means the providing of broadband, telecommunication and information and television services to the public.

"Restricted Cash" has the meaning set forth in Section 2.01(c).

"Restricted Period" has the meaning set forth in Section 6.08(a).

"Review Period" has the meaning set forth in Section 2.06(b)(i).

"Sellers" has the meaning set forth in the preamble.

"Sellers Closing Certificate" has the meaning set forth in Section 7.02(o).

"Sellers Fundamental Representations and Warranties" means those representations and warranties of the Sellers in Section 4.01, Section 4.02, Section 4.21, Section 4.23, Section 4.24, and Section 4.28.

"Sellers Indemnitées" has the meaning set forth in Section 8.03.

"Sellers Transaction Expenses" means, collectively, the unpaid fees, commissions, bonuses, expenses and other amounts owed to any consultants, financial advisors, brokers, attorneys, accountants, management companies or other advisers engaged by the Sellers or its Affiliates in connection with the preparation, negotiation and execution of this Agreement, the other Transaction Documents, or the BVU APA, or the consummation of the transactions contemplated by this Agreement, the other Transaction Documents, and the BVU APA, all as set forth on Exhibit C attached hereto.

"Sellers' Accountants" means Brown Edwards & Company, L.L.P.

"Statement of Objections" has the meaning set forth in Section 2.06(b)(ii).

"Subscriber" means a customer of the Business billed for its applicable services, but excluding (i) any customer who is more than sixty (60) days past due in the payment of any amount due to the Sellers for such services or related fees, (ii) any customer who has not yet paid at least one full month's payment for any services from the Business, (iii) any customer who is receiving free service for any reason, including as a result of a promotional offer or pursuant to a contractual arrangement, and (iv) any customer of the Sellers with respect to a service of the Business that is pending disconnection due to nonpayment for such service or which service is subject to termination not to or from the customer.

"Sunset Assets" means all the assets used by the Sellers' in the Business.

**ARTICLE II
PURCHASE AND SALE**

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Sellers, free and clear of any Encumbrances other than Permitted Encumbrances, all of the Sellers' right, title and interest in, to and under all of the Sunset Assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired until the Closing, which relate to, or are used or held for use in connection with, the Business, except the Excluded Assets (collectively, the "Purchased Assets"), including, without limitation, the following assets:

(a) All the tangible assets, of any type, of the Business including those as shown on Section 2.01(a) of the Disclosure Schedules, (the "Balance Sheet Assets");

(b) All Licenses and approvals, necessary to operate the Business as it is currently being operated, but not including the Excluded Assets;

(c) An amount in cash equal to the amount of all advance payments to, or funds of third parties on deposit with, the Sellers as of the Closing Date and primarily related to the Business, including advance payments and deposits by Subscribers served by the Business for Equipment and services ("Restricted Cash");

(d) All cash in the Seller's bank account at Closing, excluding Restricted Cash;

(e) All accounts or notes receivable held by the Sellers, and any security, claim, remedy or other right related to any of the foregoing related to the Business and solely arising from the Business (collectively, the "Accounts Receivable");

(f) All inventory related to the Business (including fiber, cable, switches, routers, and video boxes or other tangible personal property) ("Inventory");

(g) All Contracts, including Intellectual Property Agreements, set forth on Section 2.01(g) of the Disclosure Schedules, and other than the BVU APA and otherwise noted in the Disclosure Schedules (the "Assigned Contracts");

(h) Subject to Section 7.02(j), the BVU APA and all rights related thereto and thereunder;

(i) All Intellectual Property Assets of the Business;

(j) All furniture, fixtures, Equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property related to the Business included in the Balance Sheet Assets (the "Tangible Personal Property");

(k) All Leased Real Property;


(l) All Permits, including Environmental Permits, to the extent transferrable, which are held by the Sellers and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on Section 4.18(b) and Section 4.20(b) of the Disclosure Schedules and except as specifically disclosed in Section 2.02;

[Signature page to Asset Purchase Agreement]


IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of the date set forth above.

SELLERS:

SUNSET DIGITAL COMMUNICATIONS, INC.,
a Virginia corporation

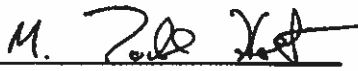
By: 
Name: PAUL B. ELSWICK
Its: CEO / President

SUNSET FIBER, LLC,
a Virginia limited liability company

By: 
Name: PAUL B. ELSWICK
Its: CEO / President


BUYER:

SUNSET DIGITAL HOLDING, LLC,
a Delaware limited liability company


By: 
Name: M. Todd Hunt
Its: CEO

[Signature page to Asset Purchase Agreement]

PAUL B. ELSWICK, JR. solely with respect to his obligations pursuant to Section 2.06 and Section 8.06 of this Agreement

By: 
Paul B. Elswick, Jr.

RYAN B. ELSWICK, solely with respect to his obligations pursuant to Section 2.06 and Section 8.06 of this Agreement

By: 
Ryan B. Elswick