

REFINITIV

DELTA REPORT

10-Q

TDA - TELEPHONE & DATA SYSTEMS

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS 5202

█ CHANGES 231

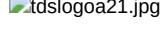
█ DELETIONS 1020

█ ADDITIONS 3951

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q**

(Mark One)

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
 For the quarterly period ended **September 30, 2023** **March 31, 2024**
 OR
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
 For the transition period from _____ to _____
 Commission file number 001-14157



TELEPHONE AND DATA SYSTEMS, INC.

(Exact name of Registrant as specified in its charter)

Delaware

36-2669023

(State or other jurisdiction of incorporation or organization)

(IRS Employer Identification No.)

30 North LaSalle Street, Suite 4000, Chicago, Illinois 60602

(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (312) 630-1900

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Shares, \$.01 par value	TDS	New York Stock Exchange
Depository Shares each representing a 1/1000th interest in a share of 6.625% Series UU Cumulative Redeemable Perpetual Preferred Stock, \$.01 par value	TDSPRU	New York Stock Exchange
Depository Shares each representing a 1/1000th interest in a share of 6.000% Series VV Cumulative Redeemable Perpetual Preferred Stock, \$.01 par value	TDSPRV	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.		
Large accelerated filer <input checked="" type="checkbox"/>	Accelerated filer <input type="checkbox"/>	
Non-accelerated filer <input type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	
	Emerging growth company <input type="checkbox"/>	

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.	<input type="checkbox"/>
--	--------------------------

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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The number of shares outstanding of each of the issuer's classes of common stock, as of **September 30, 2023** **March 31, 2024**, is 106 million Common Shares, \$.01 par value, and 7 million Series A Common Shares, \$.01 par value.

Telephone and Data Systems, Inc.

Quarterly Report on Form 10-Q
For the Period Ended **September 30, 2023** **March 31, 2024**

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Telephone and Data Systems, Inc.
Management's Discussion and Analysis of
Financial Condition and Results of Operations

Executive Overview

The following discussion and analysis compares Telephone and Data Systems, Inc.'s (TDS) financial results for the three and nine months ended **September 30, 2023** **March 31, 2024**, to the three and nine months ended **September 30, 2022** **March 31, 2023**. It should be read in conjunction with TDS' interim consolidated financial statements and notes included herein, and with the description of TDS' business, its audited consolidated financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) included in TDS' Annual Report on Form 10-K (Form 10-K) for the year ended **December 31, 2022** **December 31, 2023**. Certain numbers included herein are rounded to millions for ease of presentation; however, certain calculated amounts and percentages are determined using the unrounded numbers.

This report contains statements that are not based on historical facts, which may be identified by words such as "believes," "anticipates," "estimates," "expects," "plans," "intends," "projects," "will" and similar expressions. These statements constitute and represent "forward looking statements" as this term is defined in the Private Securities Litigation Reform Act of 1995. Such forward looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, events or developments to be significantly different from any future results, events or developments expressed or implied by such forward looking statements. See the disclosure under the heading Private Securities Litigation Reform Act of 1995 Safe Harbor Cautionary Statement elsewhere in this report for additional information.

The accounting policies of TDS conform to accounting principles generally accepted in the United States of America (GAAP). However, TDS uses certain "non-GAAP financial measures" in the MD&A. A discussion of the reasons TDS determines these metrics to be useful and reconciliations of these measures to their most directly comparable measures determined in accordance with GAAP are included in the disclosure under the heading Supplemental Information Relating to Non-GAAP Financial Measures within the MD&A of this report.

General

 2706

TDS is a diversified telecommunications company that provides high-quality communications services to approximately 6 million connections nationwide. TDS provides wireless services through its 83%-owned subsidiary, United States Cellular Corporation (UScellular). TDS also provides broadband, video and voice services through its wholly-owned subsidiary, TDS Telecommunications LLC (TDS Telecom). TDS operates entirely in the United States. **UScellular and TDS Telecom are reporting segments of TDS.** See Note **12** **10** — Business Segment Information in the Notes to Consolidated Financial Statements for additional information. **information about TDS' segments.**

TDS Mission and Strategy

TDS' mission is to provide outstanding communications services to its customers and meet the needs of its shareholders, its people, associates, and its communities. In pursuing this mission, TDS seeks to grow its businesses, create opportunities for its associates, support the communities it serves, and build value over the long term for its shareholders. **Across all of its businesses, TDS is focused on providing exceptional customer experiences through best-in-class services and products and superior customer service.** Since its founding, TDS has been committed to bringing high-quality communications services to rural and underserved communities. TDS continues to make progress on developing and enhancing its Environmental, Social and Governance (ESG) program, including the publication of the most recent TDS ESG Report in July 2023, which is available on the TDS website.

TDS' historical long-term strategy has been to re-invest the majority of its operating capital in its businesses to strengthen their competitive positions and financial performance, while also returning value to TDS shareholders primarily through the payment of a regular quarterly cash dividend. **It is uncertain at this time how the strategic alternatives review for UScellular, TDS' available opportunities to reinvest in its businesses, or TDS' ongoing liquidity needs may impact TDS' long-term strategy, including with regard to the payment of dividends, in future periods.**

TDS plans to build shareholder value by continuing to execute on its strategies to build strong, competitive businesses providing high-quality, data-focused services and products. Strategic efforts include:

- UScellular offers economical and competitively priced service plans and devices to its customers and is focused on increasing revenues from sales of related products such as device protection plans and from new services such as fixed wireless home internet. In addition, UScellular is focused on increasing revenues from prepaid plans, tower rent revenues and expanding its solutions available to business and government customers.
- UScellular continues to enhance its network capabilities, including by deploying 5G technology. 5G technology helps address customers' growing demand for data services and creates opportunities for new services requiring high speed and reliability as well as low latency. UScellular's initial 5G deployment **has in 2019-2022** predominantly used low-band spectrum to launch 5G services in portions of substantially all of its markets. During 2023, UScellular **is continuing continued** to invest in 5G with a focus on deployment of mid-band spectrum, which **will largely overlap portions of overlaps** areas already covered with low-band 5G service. During 2024, UScellular **is continuing the multi-year deployment of 5G mid-band spectrum.** 5G service deployed over mid-band spectrum **will further enhance enhances** speed and capacity for UScellular's mobility and fixed wireless services.
- UScellular assesses its existing wireless interests on an ongoing basis with a goal of **improving maximizing the competitiveness value of its operations assets and maximizing its long-term return on capital. operational profitability.** As part of this strategy, UScellular may seek attractive opportunities to acquire and divest wireless spectrum including pursuant to Federal Communications Commission (FCC) auctions, as deemed necessary.
- TDS Telecom strives to **be the preferred provide high-quality broadband provider services** in its markets with the ability to provide value-added bundling with video and voice service options. TDS Telecom focuses on driving growth by investing in fiber deployment primarily in its expansion markets and also in its incumbent and cable markets that have historically utilized copper and coaxial cable technologies.
- TDS Telecom seeks to grow its operations by creating clusters of markets in attractive, growing locations and may seek to acquire and/or divest of assets to support its strategy.

Recent Development Strategic Alternatives Review

On August 4, 2023, TDS and UScellular announced that the Boards of Directors of both companies have decided to initiate a process to explore a range of strategic alternatives for UScellular. During the three and nine months ended **September 30, 2023** **March 31, 2024**, TDS incurred third-party expenses of **\$4 million** **\$11 million** related to the strategic alternatives review. At this time, TDS cannot predict the ultimate outcome of such process or estimate the potential impact of such process on the financial statements.

Terms Used by TDS

The following is a list of definitions of certain industry terms that are used throughout this document:

- **4G LTE** – fourth generation Long-Term Evolution, which is a wireless technology that enables more network capacity for more data per user as well as faster access to data compared to third generation (3G) technology.
- **5G** – fifth generation wireless technology that helps address customers' growing demand for data services and creates opportunities for new services requiring high speed and reliability as well as low latency.
- **Account** – represents an individual or business financially responsible for one or multiple associated connections. An account may include a variety of types of connections such as handsets and connected devices.
- **Alternative Connect America Cost Model (ACAM)** – a USF support mechanism for certain carriers, which provides revenue support through 2028. This support comes with an obligation to build defined broadband speeds to a certain number of locations.
- **Auction 107** – Auction 107 was an FCC auction of 3.7-3.98 GHz wireless spectrum licenses that started in December 2020 and concluded in February 2021.
- **Broadband Connections** – refers to the individual customers provided internet access through various transmission technologies, including fiber, coaxial and copper.
- **Broadband Penetration** – metric which is calculated by dividing total broadband connections by total service addresses.
- **Coronavirus Aid, Relief, and Economic Security (CARES) Act Cable Markets** – economic relief package signed into law on March 27, 2020 to address markets where TDS provides service as the public health cable provider using coaxial cable and economic impacts of COVID-19, including a variety of tax provisions, fiber technologies.
- **Churn Rate** – represents the percentage of the connections that disconnect service each month. These rates represent the average monthly churn rate for each respective period.
- **Connected Devices** – non-handset devices that connect directly to the UScellular network. Connected devices include products such as tablets, wearables, modems, fixed wireless, and hotspots.
- **EBITDA** – refers to earnings before interest, taxes, depreciation, amortization and accretion and is used in the non-GAAP metric Adjusted EBITDA throughout this document. See Supplemental Information Relating to Non-GAAP Financial Measures within this MD&A for additional information.
- **Enhanced Alternative Connect America Cost Model (E-ACAM)** – a USF support mechanism for certain carriers, which provides revenue support through 2038. This support comes with an obligation to provide 100/100 megabits per second (Mbps) of download speed and 20 Mbps service of upload speed (100/20 Mbps) to a certain number of locations.
- **Expansion Markets** – markets utilizing fiber networks in areas where TDS does not serve as the incumbent service provider.
- **Free Cash Flow** – non-GAAP metric defined as Cash flows from operating activities less Cash paid for additions to property, plant and equipment and less Cash paid for software license agreements. See Supplemental Information Relating to Non-GAAP Financial Measures within this MD&A for additional information.
- **Gross Additions** – represents the total number of new connections added during the period, without regard to connections that were terminated during that period.
- **Incumbent Markets** – markets where TDS is positioned as the traditional local telephone or cable company.
- **IPTV** – internet protocol television.
- **Net Additions (Losses)** – represents the total number of new connections added during the period, net of connections that were terminated during that period.
- **OIBDA** – refers to operating income before depreciation, amortization and accretion and is used in the non-GAAP metric Adjusted OIBDA throughout this document. See Supplemental Information Relating to Non-GAAP Financial Measures within this MD&A for additional information.
- **Postpaid Average Revenue per Account (Postpaid ARPA)** – metric which is calculated by dividing total postpaid service revenues by the average number of postpaid accounts and by the number of months in the period.
- **Postpaid Average Revenue per User (Postpaid ARPU)** – metric which is calculated by dividing total postpaid service revenues by the average number of postpaid connections and by the number of months in the period.
- **Residential Revenue per Connection** – metric which is calculated by dividing total residential revenue by the average number of residential connections and by the number of months in the period.
- **Retail Connections** – individual lines of service associated with each device activated by a postpaid or prepaid customer. Connections are associated with all types of devices that connect directly to the UScellular network.
- **Service Addresses** – number of single residence homes, multi-dwelling units, and business locations that are capable of being connected to the TDS network, based on best available information.
- **Universal Service Fund (USF)** – a system of telecommunications collected fees and support payments managed by the FCC intended to promote universal access to telecommunications services in the United States.
- **Video Connections** – represents the individual customers provided video services.
- **Voice Connections** – refers to the individual circuits connecting a customer to TDS' central office facilities that provide voice services or the billable number of lines into a building for voice services.

Results of Operations — TDS Consolidated

The following discussion and analysis compares financial results for the three and nine months ended September 30, 2023 March 31, 2024, to the three and nine months ended September 30, 2022 March 31, 2023.

Three Months Ended

March 31,

Three Months Ended

March 31,

		Three Months Ended March 31,								
		Three Months Ended September 30,						Nine Months Ended September 30,		
		2023	2022	2023 vs. 2022				2023	2022	2023 vs. 2022
(Dollars in millions)	(Dollars in millions)									
(Dollars in millions)										
(Dollars in millions)										
Operating revenues										
Operating revenues										
Operating revenues	Operating revenues									
UScellular	UScellular	\$ 963	\$ 1,083	(11) %	\$ 2,906	\$ 3,120	(7) %			
UScellular										
UScellular										
TDS Telecom										
TDS Telecom										
TDS Telecom	TDS Telecom	256	256	—	767	763	—			
All other ¹	All other ¹	59	53	10 %	175	173	2 %			
All other ¹										
All other ¹										
Total operating revenues										
Total operating revenues										
Total operating revenues	Total operating revenues	1,278	1,392	(8) %	3,848	4,056	(5) %			
Operating expenses	Operating expenses									
Operating expenses										
Operating expenses										
UScellular										
UScellular										
UScellular	UScellular	906	1,098	(17) %	2,789	3,024	(8) %			
TDS Telecom	TDS Telecom	256	246	4 %	752	702	7 %			
TDS Telecom										
TDS Telecom										
All other ¹	All other ¹	68	59	15 %	197	183	9 %			
All other ¹										
Total operating expenses	Total operating expenses	1,230	1,403	(12) %	3,738	3,909	(4) %			
Total operating expenses										
Total operating expenses										
Operating income (loss)										
Operating income (loss)										
Operating income (loss)	Operating income (loss)									
UScellular	UScellular	57	(15)		N/M	117	96	22 %		
UScellular										
UScellular										
TDS Telecom										
TDS Telecom										
TDS Telecom	TDS Telecom	—	10	(98) %	15	61	(76) %			
All other ¹	All other ¹	(9)	(6)	(52) %	(22)	(10)	N/M			
Total operating income (loss)		48	(11)		N/M	110	147	(26) %		

All other ¹									
All other ¹									
Total operating income									
Total operating income									
Total operating income									
Investment and other income (expense)									
Investment and other income (expense)									
Investment and other income (expense)	Investment and other income (expense)								
Equity in earnings of unconsolidated entities	Equity in earnings of unconsolidated entities								
40	40	(1)	%	122	123	(1)	%		
Equity in earnings of unconsolidated entities	Equity in earnings of unconsolidated entities								
Equity in earnings of unconsolidated entities	Equity in earnings of unconsolidated entities								
Interest and dividend income	Interest and dividend income								
5	4	50	%	16	10	57	%		
Interest expense	Interest expense	(62)	(46)	(35)	%	(178)	(118)	(49)	%
Interest expense	Interest expense								
Other, net	Other, net	—	—	23	%	1	1	25	%
Total investment and other income (expense)	Total investment and other income (expense)	(17)	(2)	N/M		(39)	16	N/M	
Other, net	Other, net								
Total investment and other expense	Total investment and other expense								
Total investment and other expense	Total investment and other expense								
Income (loss) before income taxes		31	(13)	N/M		71	163	(57)	%
Income tax expense (benefit)	Income tax expense (benefit)	27	(3)	N/M		55	62	(11)	%
Income before income taxes									
Net income (loss)		4	(10)	N/M		16	101	(84)	%
Less: Net income (loss) attributable to noncontrolling interests, net of tax	Less: Net income (loss) attributable to noncontrolling interests, net of tax	4	(2)	N/M		10	14	(29)	%
Net income (loss) attributable to TDS shareholders		—	(8)	94	%	6	87	(93)	%
Income before income taxes									
Income before income taxes									
Income tax expense	Income tax expense								
Income tax expense	Income tax expense								
Net income									
Net income									
Net income									
Less: Net income attributable to noncontrolling interests, net of tax	Less: Net income attributable to noncontrolling interests, net of tax								
Less: Net income attributable to noncontrolling interests, net of tax	Less: Net income attributable to noncontrolling interests, net of tax								
Less: Net income attributable to noncontrolling interests, net of tax	Less: Net income attributable to noncontrolling interests, net of tax								
Net income attributable to TDS shareholders									

Net income attributable to TDS shareholders										
Net income attributable to TDS shareholders										
TDS Preferred Share dividends										
TDS Preferred Share dividends	TDS Preferred Share dividends	17	17	—	—	52	52	—	—	—
TDS Preferred Share dividends	TDS Preferred Share dividends	—	—	—	—	—	—	—	—	—
Net income (loss) attributable to TDS common shareholders										
Net income (loss) attributable to TDS common shareholders										
Net income (loss) attributable to TDS common shareholders	Net income (loss) attributable to TDS common shareholders	\$ (17)	\$ (25)	30	%	\$ (46)	\$ 35	N/M		
Adjusted OIBDA (Non-GAAP) ²	Adjusted OIBDA (Non-GAAP) ²	\$ 283	\$ 227	25	%	\$ 817	\$ 853	(4)	%	
Adjusted OIBDA (Non-GAAP) ²	Adjusted OIBDA (Non-GAAP) ²	—	—	—	—	—	—	—	—	—
Adjusted EBITDA (Non-GAAP) ²	Adjusted EBITDA (Non-GAAP) ²	—	—	—	—	—	—	—	—	—
Adjusted EBITDA (Non-GAAP) ²	Adjusted EBITDA (Non-GAAP) ²	\$ 328	\$ 271	21	%	\$ 956	\$ 987	(3)	%	
Capital expenditures ³	Capital expenditures ³	\$ 285	\$ 305	(7)	%	\$ 906	\$ 938	(3)	%	
Capital expenditures ³	Capital expenditures ³	—	—	—	—	—	—	—	—	—

Numbers may not foot due to rounding.

N/M - Percentage change not meaningful

¹ Consists of corporate and other operations and intercompany eliminations.

² Refer to Supplemental Information Relating to Non-GAAP Financial Measures within this MD&A for a reconciliation of this measure.

³ Refer to Liquidity and Capital Resources within this MD&A for additional information on Capital expenditures.

Refer to individual segment discussions in this MD&A for additional details on operating revenues and expenses at the segment level.

Equity in earnings of unconsolidated entities

Equity in earnings of unconsolidated entities represents TDS' share of net income from entities in which it has a noncontrolling interest and that are accounted for using the equity method or the net asset value practical expedient. TDS' investment in the Los Angeles SMSA Limited Partnership (LA Partnership) contributed pre-tax income of \$14 million \$16 million and \$18 million \$20 million for the three months ended **September 30, 2023** **March 31, 2024** and 2022, respectively and \$52 million and \$52 million for the nine months ended **September 30, 2023** and 2022, 2023, respectively. See Note 8 — Investments in Unconsolidated Entities in the Notes to Consolidated Financial Statements for additional information.

Interest expense

Interest expense increased for the three and nine months ended **September 30, 2023** **March 31, 2024** due primarily to borrowings under the TDS secured term loan and revolving credit agreements and interest rate increases on variable rate debt, debt, partially offset by a decrease in the average principal balance outstanding on the receivables securitization agreement and higher capitalized interest. See Market Risk for additional information regarding maturities of long-term debt and weighted average interest rates.

Income tax expense

Income tax expense increased for the three months ended **September 30, 2023** **March 31, 2024** due primarily to the increase in Income (loss) before income taxes.

Income tax expense decreased TDS calculated income taxes for the nine three months ended **September 30, 2023** **March 31, 2024**, based on an estimated year-to-date tax rate. The effective tax rates are expected to vary in subsequent interim periods in 2024 due primarily to the decrease fluctuations in Income (loss) before income taxes, partially offset by increases to state valuation allowances that reduce the net value of deferred tax assets.

In April 2023, TDS received a federal income tax refund of \$57 million related to the 2020 net operating loss carryback enabled by the CARES Act taxes.

Net income (loss) attributable to noncontrolling interests, net of tax

		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,		Nine Months Ended September 30,	
		Three Months Ended September 30,		2022		2023		2022	
(Dollars in millions)	(Dollars in millions)								
(Dollars in millions)									
USCellular noncontrolling public shareholders'									
USCellular noncontrolling public shareholders'	USCellular noncontrolling public shareholders'	\$	4	\$	(2)	\$	7	\$	10
Noncontrolling shareholders' or partners'	Noncontrolling shareholders' or partners'	—	—	—	—	—	3	—	4
Net income (loss) attributable to noncontrolling interests, net of tax	\$ 4	\$	(2)	\$	10	\$	14	\$	14
Noncontrolling shareholders' or partners'	Noncontrolling shareholders' or partners'								
Net income attributable to noncontrolling interests, net of tax									
Net income attributable to noncontrolling interests, net of tax									
Net income attributable to noncontrolling interests, net of tax									
Net income (loss) attributable to noncontrolling interests, net of tax includes the noncontrolling public shareholders' share of USCellular's net income, (loss), the noncontrolling shareholders' or partners' share of certain USCellular subsidiaries' net income (loss) and other TDS noncontrolling interests.									

Earnings
(Dollars in millions)

 2471

Three Months Ended

Net income (loss) increased due primarily to lower operating expenses, partially offset by lower operating revenues and higher interest and income tax expenses. Adjusted EBITDA increased due primarily to lower operating expenses, partially offset by lower operating revenues.

Nine Months Ended

Net income (loss) decreased due primarily to lower operating revenues and higher interest expense, partially offset by lower operating expenses. Adjusted EBITDA decreased due primarily to lower operating revenues, partially offset by lower operating expenses.

*Represents a non-GAAP financial measure. Refer to Supplemental Information Relating to Non-GAAP Financial Measures within this MD&A for a reconciliation of this measure.



UScellular OPERATIONS

Business Overview

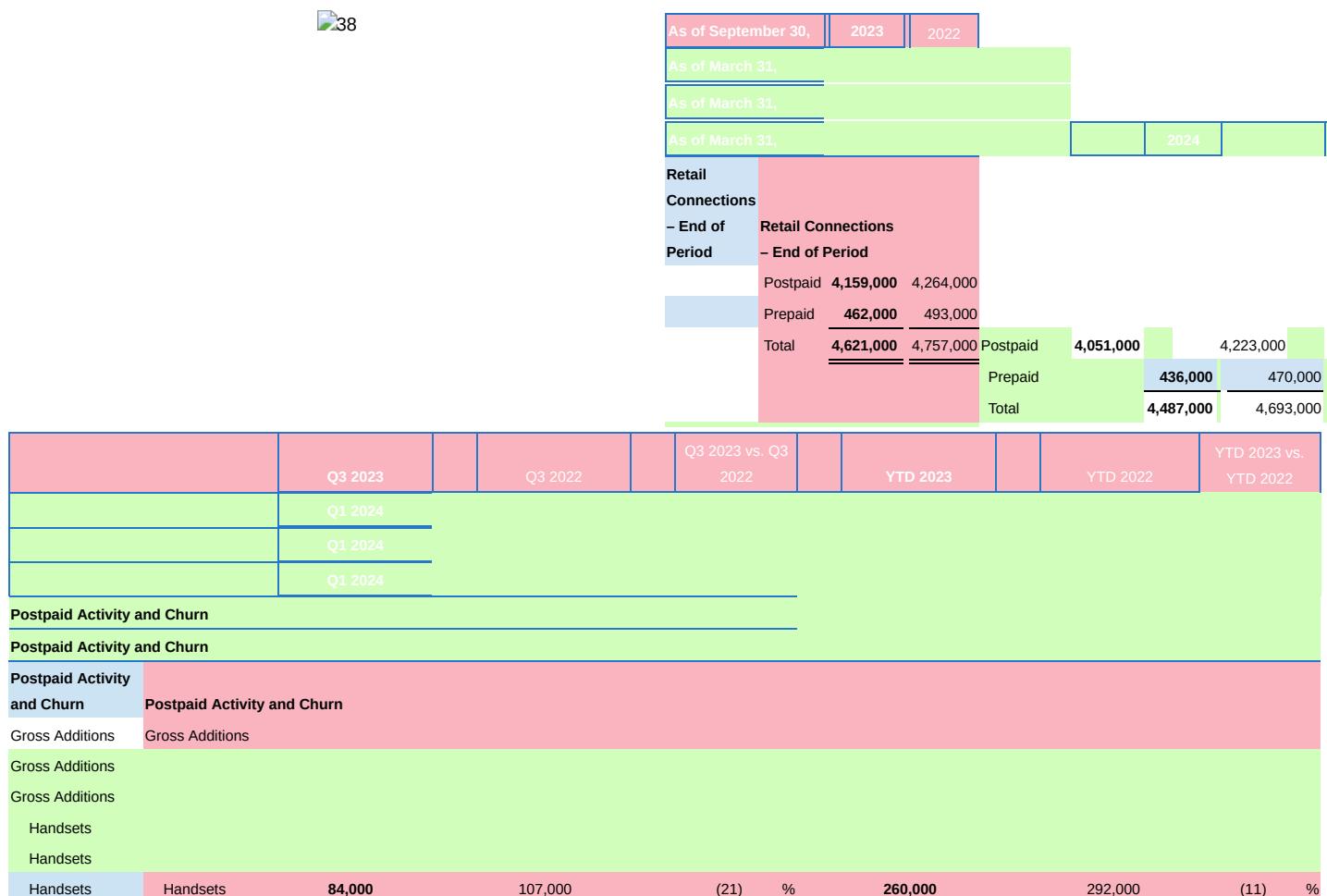
UScellular owns, operates, and invests in wireless markets throughout the United States. UScellular is an 83%-owned subsidiary of TDS. UScellular's strategy is to attract and retain customers by providing a high-quality network, outstanding customer service, and competitive devices, plans and pricing - all provided with a community focus.

OPERATIONS



- Serves customers with 4.6 million 4.5 million retail connections including approximately 4.2 million 4.1 million postpaid and 0.5 million 0.4 million prepaid connections
- Operates in 21 states
- Employs approximately 4,500 4,300 associates
- Owns 4,356 4,382 towers
- Operates 6,973 6,995 cell sites in service

Operational Overview — UScellular



Connected Devices	Connected Devices	44,000	44,000	—	129,000	113,000	14	%
Connected Devices								
Connected Devices								
Total Gross Additions								
Total Gross Additions								
Total Gross Additions	Total Gross Additions	128,000	151,000	(15) %	389,000	405,000	(4) %	
Net Additions (Losses)	Net Additions (Losses)							
Net Additions (Losses)								
Net Additions (Losses)								
Handsets	Handsets							
Handsets								
Handsets	Handsets	(38,000)	(22,000)	(73) %	(92,000)	(89,000)	(3) %	
Connected Devices	Connected Devices	3,000	(9,000)	N/M	4,000	(26,000)	N/M	
Connected Devices								
Connected Devices								
Total Net Additions (Losses)								
Total Net Additions (Losses)								
Total Net Additions (Losses)	Total Net Additions (Losses)	(35,000)	(31,000)	(13) %	(88,000)	(115,000)	23	%
Churn	Churn							
Churn								
Churn								
Handsets	Handsets							
Handsets								
Handsets	Handsets	1.11 %	1.15 %		1.06 %	1.12 %		
Connected Devices	Connected Devices	2.64 %	3.40 %		2.69 %	2.94 %		
Connected Devices								
Connected Devices								
Total Churn	Total Churn	1.30 %	1.42 %		1.26 %	1.34 %		
Total Churn								
Total Churn								

N/M - Percentage change not meaningful

Total postpaid handset net losses increased for the three and nine months ended September 30, 2023 March 31, 2024, when compared to the same period last year due to lower gross additions as a result of continued aggressive industry-wide competition, competition and a decrease in the pool of available customers.

Total postpaid connected device net additions increased for the three and nine months ended September 30, 2023 March 31, 2024, when compared to the same period last year due primarily to higher demand for fixed wireless home internet as well as decreases a decrease in tablet and mobile hotspot churn.

UScellular decommissioned its 3G Code Division Multiple Access (CDMA) network in the first quarter of 2024. Total net additions (losses) for the three months ended March 31, 2024 exclude a one-time adjustment to remove 11,000 connections that were dependent on the CDMA network.

Postpaid Revenue

	Three Months Ended September 30,			Nine Months Ended September 30,				
	2023		2022	2023 vs. 2022	2023		2022	2023 vs. 2022
	Three Months Ended March 31,	Three Months Ended March 31,			Three Months Ended March 31,	Three Months Ended March 31,		

Three Months Ended March 31,												
2024												
2024												
Average Revenue Per User (ARPU)												
Average Revenue Per User (ARPU)	\$	51.11	\$	50.21	2	%	\$	50.81	\$	49.99	2	%
Average Revenue Per Account (ARPA)	\$	130.91	\$	130.27	—	\$	130.64	\$	130.20	—	—	
Average Revenue Per Account (ARPA)												
Average Revenue Per Account (ARPA)												

Postpaid ARPU increased for the three months ended **September 30, 2023** **March 31, 2024**, when compared to the same period last year, due to a decrease in promotional discounts, **an increase in cost recovery surcharges**, favorable plan and product offering mix, and an increase in device protection plan revenues.

Postpaid ARPU **ARPA** increased for the nine months ended **September 30, 2023**, when compared to the same period last year, due to favorable plan and product offering mix and an increase in device protection plan revenues, partially offset by an increase in promotional discounts.

Postpaid ARPA was relatively flat **slightly** for the three **and nine** months ended **September 30, 2023** **March 31, 2024**, when compared to the same period last year, due to the impacts to Postpaid ARPU, partially offset by a decrease in the number of connections per account.

Financial Overview — UScellular

The following discussion and analysis compares financial results for the three **and nine** months ended **September 30, 2023** **March 31, 2024**, to the three **and nine** months ended **September 30, 2022** **March 31, 2023**.

Three Months Ended September 30,												Nine Months Ended September 30,					
2023				2022				2023 vs. 2022				2023		2022		2023 vs. 2022	
Three Months Ended March 31,																	
2024				2024				2024									
2024				2024				2024									
(Dollars in millions)		(Dollars in millions)		(Dollars in millions)		(Dollars in millions)		(Dollars in millions)		(Dollars in millions)		(Dollars in millions)		(Dollars in millions)			
Retail service	Retail service	\$	687	\$	696	(1)	%	\$	2,065	\$	2,098	(2)	%				
Inbound roaming			8		17	(53)	%		25		56	(55)	%				
Retail service																	
Retail service																	
Tower rental																	

Tower rental								
Tower rental								
Other								
Other								
Other	Other	67	68	(1)	%	199	197	1 %
Service revenues	Service revenues	762	781	(2)	%	2,289	2,351	(3) %
Service revenues								
Service revenues								
Equipment sales	Equipment sales	201	302	(33)	%	617	769	(20) %
Equipment sales								
Equipment sales								
Total operating revenues								
Total operating revenues								
Total operating revenues	Total operating revenues	963	1,083	(11)	%	2,906	3,120	(7) %
System operations (excluding Depreciation, amortization and accretion reported below)	System operations (excluding Depreciation, amortization and accretion reported below)	185	197	(6)	%	557	574	(3) %
System operations (excluding Depreciation, amortization and accretion reported below)								
System operations (excluding Depreciation, amortization and accretion reported below)								
Cost of equipment sold								
Cost of equipment sold								
Cost of equipment sold	Cost of equipment sold	228	354	(36)	%	708	887	(20) %
Selling, general and administrative	Selling, general and administrative	333	369	(10)	%	1,020	1,032	(1) %
Selling, general and administrative								
Selling, general and administrative								
Depreciation, amortization and accretion	Depreciation, amortization and accretion	159	177	(10)	%	490	520	(6) %
Loss on impairment of licenses		—	—	—	—	—	3	N/M
Depreciation, amortization and accretion								
Depreciation, amortization and accretion								
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	1	1	(33)	%	14	9	62 %
(Gain) loss on sale of business and other exit costs, net		—	—	85	%	—	(1)	N/M
(Gain) loss on asset disposals, net								
(Gain) loss on asset disposals, net								
(Gain) loss on license sales and exchanges, net								

(Gain) loss on license sales and exchanges, net									
(Gain) loss on license sales and exchanges, net									
Total operating expenses									
Total operating expenses									
Total operating expenses	Total operating expenses	906	1,098	(17)	%	2,789	3,024	(8)	%
Operating income (loss)	\$ 57	\$ (15)		N/M	\$ 117	\$ 96	22	%	
Operating income									
Net income (loss)	\$ 23	\$ (12)		N/M	\$ 43	\$ 62	(30)	%	
Operating income									
Net income									
Net income									
Net income									
Adjusted OIBDA (Non-GAAP)									
Adjusted OIBDA (Non-GAAP): ¹	Adjusted OIBDA (Non-GAAP): ¹	\$ 220	\$ 163	35	%	\$ 624	\$ 627	(1)	%
Adjusted EBITDA (Non-GAAP): ¹	Adjusted EBITDA (Non-GAAP): ¹	\$ 263	\$ 205	28	%	\$ 753	\$ 754	—	%
Adjusted EBITDA (Non-GAAP): ¹									
Adjusted EBITDA (Non-GAAP): ¹									
Capital expenditures: ²	Capital expenditures: ²	\$ 111	\$ 136	(18)	%	\$ 462	\$ 541	(15)	%
Capital expenditures: ²									
Capital expenditures: ²									

N/M - Percentage change not meaningful

¹ Refer to Supplemental Information Relating to Non-GAAP Financial Measures within this MD&A for a reconciliation of this measure.

² Refer to Liquidity and Capital Resources within this MD&A for additional information on Capital expenditures.

Operating Revenues

Three Months Ended **September 30, 2023** **March 31, 2024** and **2022**
(Dollars in millions)

 527

Operating Revenues

Nine Months Ended **September 30, 2023** and **2022**
(Dollars in millions)

 604

Service revenues consist of:

- Retail Service - Postpaid and prepaid charges for voice, data and value-added services and cost recovery surcharges
- Inbound Roaming Tower Rental - Consideration Revenues from other wireless carriers whose customers use UScellular's wireless systems when roaming third-party leases of tower space
- Other Service - Amounts received from the Federal USF, tower rental revenues, inbound roaming, miscellaneous other service revenues and Internet of Things (IoT)

Equipment revenues consist of:

- Sales of wireless devices and related accessories to new and existing customers, agents, and third-party distributors

Key components of changes in the statement of operations line items were as follows:

Total operating revenues

Retail service revenues decreased for the three and nine months ended September 30, 2023 March 31, 2024, primarily as result of a decrease in average postpaid and prepaid connections, partially offset by an increase in Postpaid ARPU as previously discussed in the Operational Overview section.

Inbound roaming revenues decreased for the three and nine months ended September 30, 2023, primarily driven by lower data revenues resulting from lower rates. UScellular expects inbound roaming revenues to continue to decline for the remainder of 2023 relative to prior year levels, due primarily to continued reductions in roaming rates.

Equipment sales revenues decreased for the three and nine months ended September 30, 2023 March 31, 2024, due primarily to a decline in smartphone devices sold due to lower gross additions and upgrades, and gross additions, partially offset by a higher average price of new smartphone sales.

Wireless service providers have been aggressive promotionally and on price to attract and retain customers. This includes both traditional carriers and cable companies operating as mobile virtual network operators (MVNOs), wireless companies. UScellular expects promotional aggressiveness by traditional carriers and pricing pressures from cable wireless companies to continue into the foreseeable future. Operating revenues and Operating income have been negatively impacted in current and prior periods, and may be expected to be negatively impacted in future periods, by competitive promotional offers to new and existing customers.

Total operating expenses

Total operating expenses for the nine three months ended September 30, 2023 March 31, 2023, include \$9 million \$10 million of severance and related expenses associated with the second quarter of 2023 reduction in workforce that was recorded in the first quarter of 2023. workforce. These severance expenses are included in System operations expenses and Selling, general and administrative expenses.

System operations expenses

System operations expenses decreased were flat for the three and nine months ended September 30, 2023 March 31, 2024, due primarily to decreases in roaming and customer usage and employee expenses, which include the second quarter of 2023 reduction in workforce, partially offset by an increase in maintenance, utility, and cell site expenses. UScellular expects roaming expenses to continue to decline for the remainder of 2023 relative to prior year levels, due primarily to continued reductions expense. The increase in roaming expense was driven by an increase in usage partially offset by a decrease in roaming rates.

Cost of equipment sold

Cost of equipment sold decreased for the three and nine months ended September 30, 2023 March 31, 2024, due primarily to a decline in smartphone upgrades and gross additions, additions, partially offset by a higher average cost per unit sold.

Selling, general and administrative expenses

Selling, general and administrative expenses decreased for the three months ended September 30, 2023 March 31, 2024, due primarily to decreases in bad debts expense, employee-related expenses, which include the impact of the second quarter of 2023 reduction in workforce, commissions, and advertising expense. Selling, general and administrative expenses decreased for the nine months ended September 30, 2023 due primarily to decreases in bad debts expense, and commissions, partially offset by a \$7 million increase in advertising expense.

Depreciation, amortization and accretion

Depreciation, amortization and accretion expenses decreased for related to the three and nine months ended September 30, 2023 due primarily to enhancements that extended the useful life of a software platform, strategic alternatives review expenses.



TDS TELECOM OPERATIONS

Business Overview

TDS Telecom owns, operates and invests in high-quality networks, services and products in a mix of small to mid-sized urban, suburban and rural communities throughout the United States. TDS Telecom is a wholly-owned subsidiary of TDS and provides a wide range of broadband, video and voice communications services to residential, commercial and wholesale customers, with the constant focus on delivering superior outstanding customer service.

OPERATIONS



- Serves 1.2 million connections in 32 states
- Employs approximately 3,600 3,400 associates

Operational Overview — TDS Telecom

Total Service Address Mix

As of September 30, March 31,

626

TDS Telecom increased its service addresses 11% 12% from a year ago to 1.6 million 1.7 million as of September 30, 2023 March 31, 2024 through network expansion.

TDS Telecom offers 1Gig+ service to 69% 73% of its total footprint as of September 30, 2023 March 31, 2024, compared to 64% 67% a year ago.

		2023		vs.					
As of September 30,		2023	2022	2022		As of March 31,	2024	2023	2024 vs. 2023
Residential	Residential					As of March 31,			
connections	connections	Broadband	Broadband				2024	2023	2024 vs. 2023
Broadband	Broadband	Wireline, Incumbent	248,800	252,600	(2)%		245,100	247,900	(1) %
		Wireline, Expansion	79,400	49,400	61 %		100,400	62,800	60 %
Broadband	Broadband	Incumbent				Expansion	202,400	204,700	(1) %
		Incumbent							
Broadband	Broadband	Incumbent					547,900	515,400	6 %
		Expansion						515,400	6 %
Cable	Cable	204,400	204,500	—		Cable	128,800	132,600	(3) %
Total	Total					Total Broadband			
Broadband	Broadband	532,600	506,500	5 %					
Video	Video	132,400	136,600	(3)%		Video			

Voice	Voice	284,000	295,500	(4)%	Voice	279,400	289,200	289,200	(3)	(3)	%
Total Residential Connections	Total Residential Connections	949,000	938,600	1 %	Total Residential Connections	956,100	937,200	937,200	2	2	%
Commercial connections	Commercial connections	217,400	242,800	(10)%	Commercial connections	206,200	229,800	229,800	(10)	(10)	%
Total connections	Total connections	1,166,400	1,181,400	(1)%	Total connections	1,162,200	1,167,000	1,167,000	—	—	—

Numbers may not foot due to rounding.

Total residential broadband connections increased by 8,100 during the three months ended March 31, 2024, due primarily to net additions of 6,400 as well as certain other adjustments.

Total connections decreased due to legacy voice, video, and competitive local exchange carrier (CLEC) connections declines, partially offset by broadband connection growth.

A majority of TDS Telecom's residential customers take advantage of bundling options as 58% 54% of customers subscribe to more than one service.

Residential Broadband Connections by Speed

As of September 30, March 31,

1259

Residential Revenue per Connection

1433

Residential broadband customers continue to choose higher speeds with 75% 78% taking

speeds of 100 Mbps or greater and 14% 17% choosing 1Gig+.

Total residential revenue per connection increased 3% and 4% 7% for the three and nine months ended September 30, 2023 March 31, 2024, respectively, due to price increases and product mix changes, partially offset by promotional activity.

Financial Overview — TDS Telecom

The following discussion and analysis compares financial results for the three and nine months ended September 30, 2023 March 31, 2024, to the three and nine months ended September 30, 2022 March 31, 2023.

		Three Months Ended March 31,			Nine Months Ended September 30,		
		Three Months Ended September 30,			Nine Months Ended September 30,		
		2023	2022	2023 vs. 2022	2023	2022	2023 vs. 2022
(Dollars in millions)	(Dollars in millions)						
(Dollars in millions)							
Residential	Residential						
Wireline, Incumbent	\$ 89	\$ 89	—	\$ 264	\$ 262	1	%
Wireline, Expansion	20	13	56 %	52	35	50	%
Residential							
Residential							
Incumbent							
Incumbent							
Incumbent							
Expansion							

Expansion								
Expansion								
Cable								
Cable								
Cable	Cable	68	68	—		204	203	1 %
Total residential	Total residential	177	170	4 %		521	500	4 %
Total residential								
Commercial								
Commercial	Commercial	38	43	(12) %		118	130	(10) %
Wholesale	Wholesale	42	43	(3) %		127	132	(4) %
Wholesale								
Wholesale								
Total service revenues								
Total service revenues	Total service revenues	256	256	—		766	763	—
Equipment revenues	Equipment revenues	—	—	12 %		1	1	(9) %
Equipment revenues								
Equipment revenues								
Total operating revenues								
Total operating revenues	Total operating revenues	256	256	—		767	763	—
Total operating revenues								
Cost of services (excluding Depreciation, amortization and accretion reported below)	Cost of services (excluding Depreciation, amortization and accretion reported below)	107	109	(2) %		319	308	4 %
Cost of services (excluding Depreciation, amortization and accretion reported below)								
Cost of services (excluding Depreciation, amortization and accretion reported below)								
Cost of equipment and products								
Cost of equipment and products	Cost of equipment and products	—	—	(7) %		—	1	(9) %
Selling, general and administrative	Selling, general and administrative	82	81	1 %		244	231	6 %
Selling, general and administrative								
Selling, general and administrative								
Depreciation, amortization and accretion								
Depreciation, amortization and accretion	Depreciation, amortization and accretion	61	53	16 %		180	158	14 %
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	6	3	87 %		8	4	100 %
(Gain) loss on asset disposals, net								
(Gain) loss on asset disposals, net								
Total operating expenses								
Total operating expenses								

Total operating expenses	Total operating expenses	<u>256</u>	<u>246</u>	4	%	<u>752</u>	<u>702</u>	7	%
Operating income	Operating income	\$ —	\$ 10	(98)	%	\$ 15	\$ 61	(76)	%
Operating income									
Operating income									
Net income									
Net income	Net income	<u>\$ 4</u>	<u>\$ 10</u>	(62)	%	<u>\$ 19</u>	<u>\$ 51</u>	(63)	%
Adjusted OIBDA (Non-GAAP) ¹	Adjusted OIBDA (Non-GAAP) ¹	\$ 67	\$ 66	2	%	\$ 203	\$ 224	(9)	%
Adjusted OIBDA (Non-GAAP) ¹									
Adjusted OIBDA (Non-GAAP) ¹									
Adjusted EBITDA (Non-GAAP) ¹	Adjusted EBITDA (Non-GAAP) ¹	<u>\$ 68</u>	<u>\$ 66</u>	3	%	<u>\$ 207</u>	<u>\$ 226</u>	(8)	%
Capital expenditures ²	Capital expenditures ²	<u>\$ 172</u>	<u>\$ 166</u>	3	%	<u>\$ 434</u>	<u>\$ 391</u>	11	%
Capital expenditures ²									
Capital expenditures ²									

N/M - Percentage change not meaningful

Numbers may not foot due to rounding.

¹ Refer to Supplemental Information Relating to Non-GAAP Financial Measures within this MD&A for a reconciliation of this measure.

² Refer to Liquidity and Capital Resources within this MD&A for additional information on Capital expenditures.

Operating Revenues

Three Months Ended **September 30, 2023** **March 31, 2024** and **2022**
(Dollars in millions)



Numbers may not foot due to rounding.

Operating Revenues

Nine Months Ended **September 30, 2023** and **2022**
(Dollars in millions)



Residential revenues consist of:

- Broadband services
- Video services, including IPTV, traditional cable programming and satellite offerings
- Voice services

Commercial revenues consist of:

- High-speed and dedicated business internet services
- Video services
- Voice services

Wholesale revenues consist of:

- Network access services primarily to interexchange and wireless carriers for carrying data and voice traffic on TDS Telecom's networks
- Federal and state regulatory support, including **ACAM** **E-ACAM**

Key components of changes in the statement of operations items were as follows:

Total operating revenues

Residential revenues increased for the three **and nine** months ended **September 30, 2023** **March 31, 2024**, due primarily to price increases and growth in broadband connections, partially offset by promotional activity and a decline in video and voice connections.

Commercial revenues decreased for the three **and nine** months ended **September 30, 2023** **March 31, 2024**, due primarily to declining connections in CLEC markets.

Cost of services

Cost of services decreased for the three months ended **September 30, 2023** **March 31, 2024**, due primarily to a decrease in **cost to provide legacy service** **employee-related expenses** and lower plant and maintenance costs, partially offset by higher video programming costs.

Cost of services increased for the nine months ended September 30, 2023, due primarily to higher employee-related expenses, plant and maintenance costs, and information processing costs.

Selling, general and administrative

Selling, general and administrative expenses **increased** **decreased** for the three months ended **September 30, 2023** **March 31, 2024**, due primarily to **increases to support current and future growth**, including information processing costs and operating taxes, partially offset by lower regulatory fees and employee-related expenses.

Selling, general and administrative expenses increased for the nine months ended September 30, 2023, due primarily to increases to support current and future growth, including a decrease in employee-related expenses and lower advertising and marketing expenses, and information processing costs.

Depreciation, amortization and accretion

Depreciation, amortization and accretion increased for the three **and nine** months ended **September 30, 2023** **March 31, 2024**, due primarily to **increased** capital expenditures on new fiber assets and customer premise equipment.

Liquidity and Capital Resources

Sources of Liquidity

TDS and its subsidiaries operate capital-intensive businesses. TDS incurred negative free cash flow in the **nine** **three** months ended **September 30, 2023** **March 31, 2024**, has incurred negative free cash flow in prior periods, and **expects to** **may** continue to incur negative free cash flow in future periods. In the past, TDS' existing cash and investment balances, funds available under its financing agreements, preferred share offerings, and cash flows from operating and certain investing and financing activities, including sales of assets or businesses, provided sufficient liquidity and financial flexibility for TDS to meet its day-to-day operating needs and debt service requirements, to finance the build-out and enhancement of markets, pay dividends and to fund acquisitions. There is no assurance that this will be the case in the future.

TDS believes that existing cash and investment balances, funds available under its financing agreements, its ability to obtain future external financing, potential dispositions and expected cash flows from operating and investing activities will provide sufficient liquidity for TDS to meet its day-to-day operating needs and debt service requirements. **In addition, TDS retains the ability, as described below, to reduce its capital and operating expenditures to lower its funding needs.**

TDS may require substantial additional **capital funding** for, among other uses, **capital expenditures**, **making additional investments including new technologies, fiber deployments and E-ACAM builds, acquisitions of providers of telecommunications services, wireless spectrum license acquisitions, capital expenditures, agreements to purchase goods or services, leases, repurchases of shares, or payment of dividends, or making additional investments, including new technologies and fiber deployments. dividends.** It may be necessary from time to time to increase the size of its existing credit facilities, to amend existing or put in place new credit agreements, to obtain other forms of financing, **issue equity securities**, or to divest assets in order to fund potential expenditures. TDS' liquidity would be adversely affected if it is unable to obtain short or long-term financing on acceptable terms.

TDS will continue to monitor the rapidly changing business and market conditions and is taking and intends to take appropriate actions, as necessary, to meet its liquidity needs, including reducing its planned capital **expenditures in future years**, **expenditures**. Specifically, TDS Telecom has elected to slow the pace of its fiber deployment and reduce or defer planned capital expenditures as a means to lower its funding needs. **It is possible that TDS Telecom will be required, if it is unable to access capital on acceptable terms, to substantially reduce its plans for fiber deployment, in both the short and long-term.**

Cash and Cash Equivalents

Cash and cash equivalents include cash and money market investments. The primary objective of TDS' Cash and cash equivalents investment activities is to preserve principal. TDS does not have direct access to UScellular cash.

Cash and Cash Equivalents

(Dollars in millions)



The majority of TDS' Cash and cash equivalents are held in bank deposit accounts and in money market funds that purchase only debt issued by the U.S. Treasury or U.S. government agencies. Refer to the Consolidated Cash Flow Analysis for additional information related to changes in Cash and cash equivalents.

In addition to Cash and cash equivalents, TDS and UScellular had available undrawn borrowing capacity (taking into account debt covenant restrictions) from the following debt facilities at **September 30, 2023** **March 31, 2024**. See the Financing section below for further details.

		TDS	UScellular		
(Dollars in millions)	(Dollars in millions)	TDS		UScellular	
Revolving Credit Agreement					
Revolving Credit Agreement					
Revolving Credit Agreement	Revolving Credit Agreement	\$399	\$ 300		
Receivables Securitization Agreement	Receivables Securitization Agreement	—	445		
Repurchase Agreement	—	—	200		
Total undrawn borrowing capacity	399	945			
Debt covenant restrictions	—	200			
Receivables Securitization Agreement					
Receivables Securitization Agreement					
Total available undrawn borrowing capacity	Total available undrawn borrowing capacity	\$399	\$ 745		
Total available undrawn borrowing capacity					

Financing

Revolving Credit Agreements

TDS has a revolving credit agreement with maximum borrowing capacity of \$400 million. Amounts under the agreement may be borrowed, repaid and reborrowed from time to time until maturity in July 2026. During the **nine** **three** months ended **September 30, 2023**, **TDS borrowed and repaid \$265 million under the agreement. As of September 30, 2023, there were no outstanding borrowings under the agreement, except for letters of credit, and the unused borrowing capacity was \$399 million.**

Export Credit Financing Agreement

TDS has a \$150 million term loan credit facility with Export Development Canada to finance (or refinance) imported equipment, including equipment purchased prior to entering the term loan facility agreement. During the **nine** months ended **September 30, 2023** **March 31, 2024**, TDS borrowed \$100 million under the agreement. As of **September 30, 2023** **March 31, 2024**, the outstanding borrowings under the agreement were **\$150 million** **\$200 million**, which is and the full amount available under the agreement with repayment due in December 2027.

Secured Term Loan

In September 2023, TDS entered into a \$300 million senior secured term loan credit agreement. The maturity date of the agreement is the earlier of (i) September 2026 and (ii) the date that is 91 days prior to the scheduled maturity date of TDS' existing revolving credit agreement (which maturity date is currently July 2026) unused borrowing capacity was \$199 million. During the **nine** months ended **September 30, 2023**, TDS borrowed the full amount of \$300 million available under the agreement.

This term loan is secured by a perfected security interest in certain assets of TDS, including 26 million common shares in UScellular, TDS' equity interest in certain wholly-owned subsidiaries, and all or substantially all of TDS' personal property that does not constitute equity interests. This term loan is also secured by a perfected security interest in certain assets of certain wholly-owned subsidiaries of TDS that are also guarantors, including without limitation and subject to customary exceptions, equity interests in certain wholly-owned subsidiaries of such subsidiaries and all or substantially all of the personal property of such guarantor subsidiaries that does not consist of equity interests. This agreement includes representations and warranties, covenants, events of default and other terms and conditions that are substantially similar to TDS' existing term loan and revolving credit agreements or otherwise customary for similar secured credit facilities.

Receivables Securitization Agreement

UScellular, through its subsidiaries, has a receivables securitization agreement to permit that permits **securitized** borrowings using its equipment installment plan receivables. In September 2023, UScellular amended the agreement to extend the maturity date to September 2025. Amounts under the agreement may be borrowed, repaid and reborrowed from time to time until maturity, September 2025. Unless the agreement is amended to extend the maturity date, repayments based on receivable collections commence in October 2025. The outstanding borrowings bear interest at a rate of the lender's cost of funds (which has historically tracked closely to Secured Overnight Financing Rate (SOFR) plus 1.15%). During the **nine** **three** months ended **September 30, 2023** **March 31, 2024**,

UScellular borrowed \$115 million \$40 million and repaid \$385 million \$50 million under the agreement. As of September 30, 2023 March 31, 2024, the outstanding borrowings under the agreement were \$5 million \$140 million and the unused borrowing capacity was \$445 million \$310 million, subject to sufficient collateral to satisfy the asset borrowing base provisions of the agreement.

Subsequent to September 30, 2023, in April 2024, UScellular borrowed \$150 million repaid an additional \$75 million under the receivables securitization agreement.

Repurchase Term Loan Agreement

UScellular, through in May 2024, TDS entered into a subsidiary (the repo subsidiary), has a repurchase agreement to borrow up to \$200 million, subject to the availability of eligible equipment installment plan receivables \$375 million unsecured term loan credit agreement. At closing, \$300 million was drawn, less original issue discount, and the agreement remaining \$75 million may be drawn until November 2025. The maturity date of the lender. In January 2023, UScellular amended the repurchase agreement to extend the expiration date to January 2024. The outstanding borrowings bear interest at a rate of the lender's cost of funds (which has historically tracked closely to SOFR) plus 1.35%. During the nine months ended September 30, 2023, the repo subsidiary repaid \$60 million under the agreement. As of September 30, 2023, there were no outstanding borrowings under the agreement and the unused borrowing capacity was \$200 million, which is restricted from being borrowed against due to covenants within the TDS and UScellular credit agreements that limit secured borrowings on an enterprise-wide basis.

May 2029.

Debt Covenants

The TDS and UScellular revolving credit agreements, term loan agreements including the secured term loan, export credit financing agreements and the UScellular receivables securitization agreement require TDS or UScellular, as applicable, to comply with certain affirmative and negative covenants, which include certain financial covenants that may restrict the borrowing capacity available. In March 2023, the agreements were amended to require TDS and UScellular are required to maintain the Consolidated Leverage Ratio as of the end of any fiscal quarter at a level not to exceed the following: 4.25 to 1.00 from January 1, 2023 through March 31, 2024; 4.00 to 1.00 from April 1, 2024 through March 31, 2025; 3.75 to 1.00 from April 1, 2025 and thereafter. TDS and UScellular are also required to maintain the Consolidated Interest Coverage Ratio at a level not lower than 3.00 to 1.00 as of the end of any fiscal quarter. TDS and UScellular believe that they were in compliance as of September 30, 2023 March 31, 2024 with all such financial covenants.

The term loan agreement entered into in May 2024 requires TDS to comply with certain affirmative and negative covenants, which includes a financial covenant that may restrict the borrowing capacity available. TDS is required to maintain the Consolidated Leverage Ratio as of the end of any fiscal quarter at a level not to exceed the following: 4.50 to 1.00 from April 1, 2024 through March 31, 2025; 4.25 to 1.00 from April 1, 2025 and thereafter.

Other Long-Term Financing

TDS and UScellular have in place has an effective shelf registration statements statement on Form S-3 to issue senior or subordinated securities, common shares, preferred shares and depositary shares.

UScellular has an effective shelf registration statement on Form S-3 to issue senior or subordinated debt securities, preferred shares and depositary shares.

See Note 97 — Debt in the Notes to Consolidated Financial Statements for additional information related to the financing agreements.

Credit Ratings

In June 2023, Standard & Poor's revised the TDS issuer credit rating to a negative outlook. There was no change to the BB rating issued by Standard & Poor's in October 2022.

Following the announcement on August 4, 2023 related to the review of strategic alternatives for UScellular, Standard & Poor's placed the BB issuer credit rating for TDS on CreditWatch with developing implications. Per the release, this action reflects the potential for a higher or lower rating depending on the outcome of the UScellular strategic alternatives review. Further, Standard & Poor's indicated they expect to resolve the CreditWatch placement once they have sufficient information following the conclusion of the strategic review process. At the same time, Moody's issued a release indicating that TDS' Ba1 issuer credit rating is not immediately impacted given the uncertainty around potential outcomes. Fitch Ratings did not issue a public statement.

In October 2023, Moody's re-affirmed its Ba1 rating and stable outlook for the TDS and UScellular issuer credit ratings.

Capital Expenditures

Capital expenditures (i.e., additions to property, plant and equipment and system development expenditures; excludes wireless spectrum license additions), which include the effects of accruals and capitalized interest, for the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, were as follows:

Capital Expenditures
(Dollars in millions)

 10235

UScellular's capital expenditures for the **nine** three months ended **September 30, 2023** **March 31, 2024** and **2022, 2023**, were **\$462 million** **\$131 million** and **\$541 million** **\$208 million**, respectively.

Capital expenditures for the full year **2023** **2024** are expected to be between **\$600 million** **\$550 million** and **\$700 million** **\$650 million**. These expenditures are expected to be used principally for the following purposes:

- Continue 5G deployment;
- Enhance and maintain UScellular's network capacity and coverage, including continued deployment of 5G with a focus on mid-band spectrum to provide additional speed and capacity to accommodate increased data usage by current customers; and
- Invest in information technology to support existing and new services and products.

TDS Telecom's capital expenditures for the **nine** three months ended **September 30, 2023** **March 31, 2024** and **2022, 2023**, were **\$434 million** **\$87 million** and **\$391 million** **\$130 million**, respectively.

Capital expenditures for the full year **2023** **2024** are expected to be approximately **\$550 million** between **\$310 million** and **\$340 million**. Due to liquidity constraints, capital expenditures in future years may be substantially lower than **2023**. These expenditures are expected to be used principally for the following purposes:

- Continue to expand fiber deployment primarily in expansion and incumbent markets;
- Support broadband growth and success-based spending; and
- Maintain and enhance existing infrastructure including build-out requirements of state broadband and **ACAM E-ACAM** programs.

TDS is financing intends to finance its capital expenditures for **2023** **2024** using primarily Cash flows from operating activities, existing cash balances and additional debt financing from its existing agreements and/or other forms of available financing.

Acquisitions, Divestitures and Exchanges

TDS may be engaged in negotiations (subject to all applicable regulations) relating to the acquisition, divestiture or exchange of companies, properties, assets, wireless spectrum licenses (including pursuant to FCC auctions) and other possible businesses. In general, TDS may not disclose such transactions until there is a definitive agreement.

Other Obligations

TDS will require capital for future spending on existing contractual obligations, including long-term debt obligations; dividend obligations; lease commitments; commitments for device purchases, network facilities and transport services; agreements for software licensing; long-term marketing programs; commitments for wireless spectrum licenses acquired through FCC auctions; and other agreements to purchase goods or services. TDS has taken and expects to continue to take steps to reduce and defer capital expenditures to lower its funding needs. Refer to Liquidity and Capital Resources within this MD&A for additional information.

Variable Interest Entities

TDS consolidates certain "variable interest entities" as defined under GAAP. See Note **108** — Variable Interest Entities in the Notes to Consolidated Financial Statements for additional information related to these variable interest entities. TDS may elect to make additional capital contributions and/or advances to these variable interest entities in future periods in order to fund their operations.

Common Share Repurchase Programs

During the nine months ended September 30, 2023, TDS repurchased 545,990 Common Shares for \$6 million at an average cost per share of \$10.09. There were no share repurchases during the three months ended September 30, 2023. As of September 30, 2023, the maximum dollar value of TDS Common Shares that may yet be repurchased under TDS' program was \$132 million. For additional information related to the current TDS repurchase authorization, see Unregistered Sales of Equity Securities and Use of Proceeds.

Consolidated Cash Flow Analysis

TDS operates a capital-intensive business. TDS makes substantial investments to acquire wireless spectrum licenses and properties and to construct and upgrade communications networks and facilities as with a basis for goal of creating long-term value for shareholders. In recent years, rapid changes in technology and new opportunities have required substantial investments in potentially revenue-enhancing and cost-saving upgrades to TDS' networks. Revenues from certain of these investments are long-term and in some cases are uncertain. To meet its cash-flow needs, TDS may need to delay or reduce certain investments, dividend payments or sell assets. Refer to Liquidity and Capital Resources within this MD&A for additional information. Cash flows may fluctuate from quarter to quarter and year to year due to seasonality, timing and other factors. The following discussion summarizes TDS' cash flow activities for the **nine** three months ended **September 30, 2023** **March 31, 2024** and **2022, 2023**.

2024 Commentary

TDS' Cash, cash equivalents and restricted cash increased \$8 million. Net cash provided by operating activities was \$224 million due to net income of \$38 million adjusted for non-cash items of \$258 million, distributions received from unconsolidated entities of \$22 million, and changes in working capital items which decreased net cash by \$94 million. The working capital changes were primarily driven by payment of associate bonuses and timing of vendor payments, partially offset by reduced receivable and inventory balances.

Cash flows used for investing activities were \$246 million, due primarily to payments for property, plant and equipment of \$235 million.

Cash flows provided by financing activities were \$30 million, due primarily to \$100 million borrowed under the TDS revolving credit agreement and a \$40 million borrowing under the UScellular receivables securitization agreement. These were partially offset by \$57 million in repayments on the UScellular receivables securitization agreement and the TDS and UScellular term loan agreements, the payment of \$39 million in dividends and cash paid for software license agreements of \$9 million.

2023 Commentary

TDS' Cash, cash equivalents and restricted cash decreased \$106 million \$90 million. Net cash provided by operating activities was \$923 million \$46 million due to net income of \$16 million \$12 million adjusted for non-cash items of \$727 million \$240 million, distributions received from unconsolidated entities of \$97 million \$20 million, including \$37 million in distributions from the LA Partnership, and changes in working capital items which increased decreased net cash by \$83 million \$226 million. The working capital changes were primarily driven by reduced inventory and receivable balances and a federal income tax refund of \$57 million received during the second quarter of 2023, partially offset by timing of vendor payments and payment of associate bonuses, bonuses, partially offset by a decrease in customer and agent receivable balances.

Cash flows used for investing activities were \$922 million \$334 million, due primarily to which included payments for property, plant and equipment of \$906 million \$331 million.

Cash flows used for provided by financing activities were \$107 million \$198 million, due primarily to \$385 million in repayments on \$115 million borrowed under the UScellular receivables securitization agreement, \$265 million in repayments on \$100 million borrowed under the TDS revolving credit agreement, and \$100 million borrowed under the TDS export credit agreement. These were partially offset by a \$60 million repayment on the UScellular EIP receivables repurchase agreement, the payment of \$114 million \$38 million in dividends and cash paid for software license agreements of \$29 million. These were partially offset by \$300 million borrowed under the TDS secured term loan agreement, \$265 million borrowed under the TDS revolving credit agreement, \$115 million borrowed under the UScellular receivables securitization agreement and \$100 million borrowed under the TDS export credit agreement.

2022 Commentary

TDS' Cash, cash equivalents and restricted cash increased \$67 million \$8 million. Net cash provided by operating activities was \$901 million due to net income of \$101 million adjusted for non-cash items of \$768 million, distributions received from unconsolidated entities of \$100 million, including \$37 million in distributions from the LA Partnership, and changes in working capital items which decreased net cash by \$68 million. The working capital changes were primarily driven by an increase in inventory and receivable balances and the timing of vendor payments, partially offset by a federal income tax refund of \$125 million received during the first quarter of 2022.

Cash flows used for investing activities were \$1,408 million, which included payments for property, plant and equipment of \$794 million and payments for wireless spectrum licenses of \$575 million. Cash payments for property, plant and equipment were lower than the total capital expenditures in the nine months ended September 30, 2022 due primarily to future obligations of certain software license agreements that are recorded as current year capital expenditures but are paid over time.

Cash flows provided by financing activities were \$574 million, due primarily to \$800 million borrowed under the term loan facilities, \$150 million borrowed under the UScellular export credit financing agreement, \$110 million borrowed under the UScellular EIP receivables repurchase agreement, and \$75 million borrowed under the UScellular revolving credit agreement. These were partially offset by \$250 million of repayments on the UScellular receivables securitization agreement, a \$75 million repayment on the UScellular revolving credit agreement, a \$50 million repayment on the UScellular EIP receivables repurchase agreement, the payment of dividends and repurchase of TDS and UScellular Common Shares.

Consolidated Balance Sheet Analysis

The following discussion addresses certain captions in the consolidated balance sheet and changes therein. This discussion is intended to highlight the significant changes and is not intended to fully reconcile the changes. Notable balance sheet changes during 2023 2024 were as follows:

Inventory, net Accounts payable

Inventory, net Accounts payable decreased \$87 million \$58 million due primarily to efforts to reduce inventory on hand which was elevated to support holiday promotions and ensure adequate device supply.

Income taxes receivable

Income taxes receivable decreased \$56 million due primarily to a federal income tax refund received in the second quarter of 2023 related to the 2020 net operating loss carryback enabled by the CARES Act, vendor payment timing differences.

Accrued compensation

Accrued compensation decreased \$34 \$90 million due primarily to associate bonus payments in March 2023.

Other current liabilities

Other current liabilities decreased \$201 million due primarily to a decrease in the short-term accrual for Auction 107 relocation fees which were invoiced during the three months ended September 30, 2023 and reclassified to Accounts payable, as well as repayments on the UScellular EIP receivables repurchase agreement. 2024.

Supplemental Information Relating to Non-GAAP Financial Measures

TDS sometimes uses information derived from consolidated financial information but not presented in its financial statements prepared in accordance with GAAP to evaluate the performance of its business. Specifically, TDS has referred to the following measures in this report:

- EBITDA
- Adjusted EBITDA
- Adjusted OIBDA

- Free cash flow

These measures are considered "non-GAAP financial measures" under U.S. Securities and Exchange Commission Rules. Following are explanations of each of these measures.

EBITDA, Adjusted EBITDA and Adjusted OIBDA

EBITDA, Adjusted EBITDA and Adjusted OIBDA are defined as Net income (loss) adjusted for the items set forth in the reconciliation below. EBITDA, Adjusted EBITDA and Adjusted OIBDA are not measures of financial performance under GAAP and should not be considered as alternatives to Net income (loss) or Cash flows from operating activities, as indicators of cash flows or as measures of liquidity. TDS does not intend to imply that any such items set forth in the reconciliation below are **non-recurring**, infrequent or unusual; such items may occur in the future.

Adjusted EBITDA is a segment measure reported to the chief operating decision maker for purposes of assessing the segments' performance. See Note [12.10](#) — Business Segment Information in the Notes to Consolidated Financial Statements for additional information.

Management uses Adjusted EBITDA and Adjusted OIBDA as measurements of profitability, and therefore reconciliations to applicable GAAP income measures are deemed appropriate. Management believes Adjusted EBITDA and Adjusted OIBDA are useful measures of TDS' operating results before significant recurring non-cash charges, nonrecurring expenses, gains and losses, and other items as presented below as they provide additional relevant and useful information to investors and other users of TDS' financial data in evaluating the effectiveness of its operations and underlying business trends in a manner that is consistent with management's evaluation of business performance. Adjusted EBITDA shows adjusted earnings before interest, taxes, depreciation, amortization and accretion, gains and losses, and expenses related to the strategic alternatives review of UScellular, while Adjusted OIBDA reduces this measure further to exclude Equity in earnings of unconsolidated entities and Interest and dividend income in order to more effectively show the performance of operating activities excluding investment activities. The following tables reconcile EBITDA, Adjusted EBITDA and Adjusted OIBDA to the corresponding GAAP measures, Net income (loss) and Operating income (loss), income.

	Three Months Ended	
	March 31,	2023
TDS - CONSOLIDATED		
(Dollars in millions)		
Net income (GAAP)	\$ 38	\$ 12
Add back:		
Income tax expense	20	13
Interest expense	57	53
Depreciation, amortization and accretion	234	232
EBITDA (Non-GAAP)	349	310
Add back or deduct:		
Expenses related to strategic alternatives review	11	—
(Gain) loss on asset disposals, net	7	11
(Gain) loss on license sales and exchanges, net	(1)	—
Adjusted EBITDA (Non-GAAP)	366	321
Deduct:		
Equity in earnings of unconsolidated entities	42	44
Interest and dividend income	5	5
Other, net	1	—
Adjusted OIBDA (Non-GAAP)	318	272
Deduct:		
Depreciation, amortization and accretion	234	232
Expenses related to strategic alternatives review	11	—
(Gain) loss on asset disposals, net	7	11
(Gain) loss on license sales and exchanges, net	(1)	—
Operating income (GAAP)	\$ 67	\$ 29

	Three Months Ended		Nine Months Ended	
	September 30,	2023	September 30,	2022
TDS - CONSOLIDATED				
	Three Months Ended	2023	Three Months Ended	2022
	March 31,		March 31,	
	Three Months Ended		March 31,	
	March 31,		March 31,	

Three Months Ended March 31,						
UScellular						
UScellular						
UScellular						
(Dollars in millions)	(Dollars in millions)					
Net income (loss) (GAAP)	\$	4	\$	(10)	\$	16
(Dollars in millions)						
(Dollars in millions)						
Net income (GAAP)						
Net income (GAAP)						
Net income (GAAP)						
Add back: Add back:						
Income tax expense (benefit)		27		(3)		55
Add back:						
Add back:						
Income tax expense						
Income tax expense						
Income tax expense						
Interest expense						
Interest expense						
Interest expense	Interest expense	62		46	178	118
Depreciation, amortization and accretion	Depreciation, amortization and accretion	225		234	681	691
Depreciation, amortization and accretion						
Depreciation, amortization and accretion						
EBITDA (Non-GAAP)	EBITDA (Non-GAAP)	318		267	930	972
EBITDA (Non-GAAP)						
Add back or deduct: Add back or deduct:						
Add back or deduct:						
Add back or deduct:						
Expenses related to strategic alternatives review	Expenses related to strategic alternatives review	4		—	4	—
Loss on impairment of licenses		—		—	—	3
Expenses related to strategic alternatives review						
Expenses related to strategic alternatives review						
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	6		4	22	13
(Gain) loss on sale of business and other exit costs, net		—		—	—	(1)
(Gain) loss on asset disposals, net						
(Gain) loss on asset disposals, net						
(Gain) loss on license sales and exchanges, net						
(Gain) loss on license sales and exchanges, net						
(Gain) loss on license sales and exchanges, net						
Adjusted EBITDA (Non-GAAP)						
Adjusted EBITDA (Non-GAAP)						

Adjusted EBITDA (Non-GAAP)	Adjusted EBITDA (Non-GAAP)	328	271	956	987
Deduct:	Deduct:				
Deduct:					
Deduct:					
Equity in earnings of unconsolidated entities					
Equity in earnings of unconsolidated entities					
Equity in earnings of unconsolidated entities	Equity in earnings of unconsolidated entities	40	40	122	123
Interest and dividend income	Interest and dividend income	5	4	16	10
Other, net		—	—	1	1
Interest and dividend income					
Interest and dividend income					
Adjusted OIBDA (Non-GAAP)					
Adjusted OIBDA (Non-GAAP)					
Adjusted OIBDA (Non-GAAP)	Adjusted OIBDA (Non-GAAP)	283	227	817	853
Deduct:	Deduct:				
Deduct:					
Deduct:					
Depreciation, amortization and accretion					
Depreciation, amortization and accretion					
Depreciation, amortization and accretion	Depreciation, amortization and accretion	225	234	681	691
Expenses related to strategic alternatives review	Expenses related to strategic alternatives review	4	—	4	—
Loss on impairment of licenses		—	—	—	3
Expenses related to strategic alternatives review					
Expenses related to strategic alternatives review					
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	6	4	22	13
(Gain) loss on sale of business and other exit costs, net		—	—	—	(1)
Operating income (loss) (GAAP)	\$ 48	\$ (11)	\$ 110	\$ 147	
(Gain) loss on asset disposals, net					
(Gain) loss on asset disposals, net					
(Gain) loss on license sales and exchanges, net					
(Gain) loss on license sales and exchanges, net					
(Gain) loss on license sales and exchanges, net					
Operating income (GAAP)					
Operating income (GAAP)					
Operating income (GAAP)					
			Three Months Ended		Nine Months Ended
			September 30,		September 30,
UScellular			2023	2022	2023
(Dollars in millions)					
Net income (loss) (GAAP)		\$ 23	\$ (12)	\$ 43	\$ 62

Add back:					
Income tax expense (benefit)	27	(3)	56	46	
Interest expense	50	42	147	115	
Depreciation, amortization and accretion	159	177	490	520	
EBITDA (Non-GAAP)	259	204	736	743	
Add back or deduct:					
Expenses related to strategic alternatives review	3	—	3	—	
Loss on impairment of licenses	—	—	—	3	
(Gain) loss on asset disposals, net	1	1	14	9	
(Gain) loss on sale of business and other exit costs, net	—	—	—	(1)	
Adjusted EBITDA (Non-GAAP)	263	205	753	754	
Deduct:					
Equity in earnings of unconsolidated entities	40	40	121	122	
Interest and dividend income	3	2	8	5	
Adjusted OIBDA (Non-GAAP)	220	163	624	627	
Deduct:					
Depreciation, amortization and accretion	159	177	490	520	
Expenses related to strategic alternatives review	3	—	3	—	
Loss on impairment of licenses	—	—	—	3	
(Gain) loss on asset disposals, net	1	1	14	9	
(Gain) loss on sale of business and other exit costs, net	—	—	—	(1)	
Operating income (loss) (GAAP)	\$ 57	\$ (15)	\$ 117	\$ 96	

		Three Months Ended September 30,		Nine Months Ended September 30,	
		Three Months Ended March 31,		Three Months Ended March 31,	
		Three Months Ended March 31,		Three Months Ended March 31,	
TDS TELECOM					
TDS TELECOM					
TDS TELECOM	TDS TELECOM	2023	2022	2023	2022
(Dollars in millions)	(Dollars in millions)				
(Dollars in millions)					
(Dollars in millions)					
Net income (GAAP)					
Net income (GAAP)					
Net income (GAAP)	Net income (GAAP)	\$ 4	\$ 10	\$ 19	\$ 51
Add back:	Add back:				
Add back:					
Add back:					
Income tax expense					
Income tax expense					
Income tax expense	Income tax expense	—	3	6	18
Interest expense	Interest expense	(2)	(2)	(6)	(5)
Interest expense					
Interest expense					
Depreciation, amortization and accretion					

Depreciation, amortization and accretion					
Depreciation, amortization and accretion	Depreciation, amortization and accretion	61	53	180	158
EBITDA (Non-GAAP)	EBITDA (Non-GAAP)	63	63	199	222
EBITDA (Non-GAAP)					
EBITDA (Non-GAAP)					
Add back or deduct:					
Add back or deduct:					
Add back or deduct:	Add back or deduct:				
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	6	3	8	4
(Gain) loss on asset disposals, net					
(Gain) loss on asset disposals, net					
Adjusted EBITDA (Non-GAAP)					
Adjusted EBITDA (Non-GAAP)					
Adjusted EBITDA (Non-GAAP)	Adjusted EBITDA (Non-GAAP)	68	66	207	226
Deduct:	Deduct:				
Deduct:	Deduct:				
Interest and dividend income	Interest and dividend income				
Interest and dividend income	Interest and dividend income				
Interest and dividend income	Interest and dividend income	1	1	3	1
Other, net	Other, net	—	—	1	1
Other, net	Other, net				
Other, net	Other, net				
Adjusted OIBDA (Non-GAAP)					
Adjusted OIBDA (Non-GAAP)					
Adjusted OIBDA (Non-GAAP)	Adjusted OIBDA (Non-GAAP)	67	66	203	224
Deduct:	Deduct:				
Deduct:	Deduct:				
Depreciation, amortization and accretion	Depreciation, amortization and accretion				
Depreciation, amortization and accretion	Depreciation, amortization and accretion				
Depreciation, amortization and accretion	Depreciation, amortization and accretion	61	53	180	158
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	6	3	8	4
(Gain) loss on asset disposals, net					
(Gain) loss on asset disposals, net					
Operating income (GAAP)	Operating income (GAAP)	\$ —	\$ 10	\$ 15	\$ 61
Operating income (GAAP)	Operating income (GAAP)				
Operating income (GAAP)	Operating income (GAAP)				

Numbers may not foot due to rounding.

Free Cash Flow

The following table presents Free cash flow, which is defined as Cash flows from operating activities less Cash paid for additions to property, plant and equipment and Cash paid for software license agreements. Free cash flow is a non-GAAP financial measure which TDS believes may be useful to investors and other users of its financial information in evaluating liquidity, specifically, the amount of net cash generated by business operations after deducting Cash paid for additions to property, plant and equipment and Cash paid for software license agreements.

		Nine Months Ended September 30, 2023	Three Months Ended March 31, 2024		2023
(Dollars in millions)	(Dollars in millions)	(Dollars in millions)			
Cash flows	Cash flows				
from	from				
operating	operating				
activities	activities				
(GAAP)	(GAAP)	\$ 923	\$ 901		
Cash paid	Cash paid				
for	for				
additions to	additions to				
property,	property,				
plant and	plant and				
equipment	equipment	(906)	(794)		
Cash paid	Cash paid				
for software	for software				
license	license				
agreements	agreements	(29)	(5)		
Free	Free				
cash	cash				
flow	flow				
(Non-	(Non-				
GAAP)	GAAP)	\$ (12)	\$ 102		

Application of Critical Accounting Policies and Estimates

TDS prepares its consolidated financial statements in accordance with GAAP. TDS' significant accounting policies are discussed in detail in Note 1 — Summary of Significant Accounting Policies, Note 2 — Revenue Recognition and Note 10 — Leases in the Notes to Consolidated Financial Statements included in TDS' Form 10-K for the year ended December 31, 2022 December 31, 2023. TDS' application of critical accounting policies and estimates is discussed in detail in Management's Discussion and Analysis of Financial Condition and Results of Operations, included in TDS' Form 10-K for the year ended December 31, 2022 December 31, 2023.

Regulatory Matters

Spectrum Auctions

On August 7, 2020, the FCC released a Public Notice establishing procedures for an auction offering wireless spectrum licenses in the 3.7-3.98 GHz bands (Auction 107). On February 24, 2021, the FCC announced by way of public notice that UScellular was the provisional winning bidder for 254 wireless spectrum licenses for \$1,283 million. UScellular paid \$30 million of this amount in 2020 and the remainder in March 2021. The wireless spectrum licenses from Auction 107 were granted by the FCC in July 2021. Additionally, UScellular expects to be obligated to pay approximately \$179 million in total from 2021 through 2025 related to relocation costs and accelerated relocation incentive payments. Such additional costs were accrued and capitalized at the time the licenses were granted, and are adjusted as necessary as the estimated obligation changes. UScellular paid \$1.7 million, \$8 million and \$36 million related to the additional costs for the nine months ended September 30, 2023, the year ended December 31, 2022 and the year ended December 31, 2021, respectively. In October 2023, UScellular paid invoices totaling \$105 million. UScellular received full access to the spectrum in the third quarter of 2023.

5G Fund

On October 27, 2020, the FCC adopted rules creating the 5G Fund for Rural America, which will distribute up to \$9 billion over ten years to bring 5G wireless broadband connectivity to rural America. The 5G Fund will be implemented through a two-phase competitive process, using multiround auctions to award support. The winning bidders will be required to meet certain minimum speed requirements and interim and final deployment milestones. The order provides that the 5G Fund be in lieu of the previously proposed fund (the Phase II Connect America Mobility Fund) for the development of 4G LTE. The order also provides that over time a growing percentage of the legacy support a carrier receives must be used for 5G deployment. On September 22, 2023, the FCC adopted a Further Notice of Proposed Rulemaking (FNPRM) to continue implementation of the 5G Fund. The FCC sought comment on, among other things, the definition of areas eligible for 5G Fund support, adjustment factors and metrics used to identify winning bids, and the potential inclusion of cybersecurity and supply chain management requirements for those receiving 5G Fund support.

UScellular cannot predict at this time when the 5G Fund auction will occur, when the phase down period for its existing legacy support from the Federal USF will commence, or whether the 5G Fund auction will provide opportunities to UScellular to offset any loss in existing support.

FCC Enhanced Alternative Connect America Cost Model (E-ACAM)

On July 24, 2023, the FCC released an order adopting the E-ACAM program for the purpose of supporting widespread deployment of 100/20 Mbps service speeds in eligible rural areas. The program is offered and extended to carriers currently receiving ACAM or legacy rate-of-return support.

On September 28, 2023, TDS Telecom notified the FCC of its decision to accept 24 of the 25 state offers received for E-ACAM support. The enhanced program requires TDS Telecom to deploy high-speed internet to approximately 270,000 locations. Starting in 2024, TDS Telecom expects to receive support of approximately \$90 million per year for 15 years in exchange for meeting the 100/20 Mbps service requirement. The support replaces the prior ACAM program support received for the 24 states where TDS Telecom has wireline operations. On October 30, 2023, the Wireline Competition Bureau issued a public notice authorizing the Universal Service Administrative Company to disburse the appropriate amounts. TDS Telecom will incur capital expenditures over the next several years to meet its obligations to serve the required locations with 100/20 Mbps service.

Private Securities Litigation Reform Act of 1995 Safe Harbor Cautionary Statement

This Form 10-Q, including exhibits, contains statements that are not based on historical facts and represent forward-looking statements, as this term is defined in the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, that address activities, events or developments that TDS intends, expects, projects, believes, estimates, plans or anticipates will or may occur in the future are forward-looking statements. The words "believes," "anticipates," "estimates," "expects," "plans," "intends," "projects" and similar expressions are intended to identify these forward-looking statements, but are not the exclusive means of identifying them. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, events or developments to be significantly different from any future results, events or developments expressed or implied by such forward-looking statements. Such risks, uncertainties and other factors include, but are not limited to, those set forth below, as more fully described under "Risk Factors" in TDS' Form 10-K for the year ended December 31, 2022 December 31, 2023 and in this Form 10-Q. Each of the following risks could have a material adverse effect on TDS' business, financial condition or results of operations. However, such factors are not necessarily all of the important factors that could cause actual results, performance or achievements to differ materially from those expressed in, or implied by, the forward-looking statements contained in this document. Other unknown or unpredictable factors also could have material adverse effects on future results, performance or achievements. TDS undertakes no obligation to update publicly any forward-looking statements whether as a result of new information, future events or otherwise. You should carefully consider the Risk Factors in TDS' Form 10-K for the year ended December 31, 2022 December 31, 2023, the following factors and other information contained in, or incorporated by reference into, this Form 10-Q to understand the material risks relating to TDS' business, financial condition or results of operations.

Operational Risk Factors

- *Intense competition involving products, services, pricing, promotions and network speed and technologies could adversely affect TDS' revenues or increase its costs to compete.*
- *Changes in roaming practices or other factors could cause TDS' roaming revenues to decline from current levels, roaming expenses to increase from current levels and/or impact TDS' ability to service its customers in geographic areas where TDS does not have its own network, which could have an adverse effect on TDS' business, financial condition or results of operations.*
- *A failure by TDS to obtain access to adequate radio spectrum to meet current or anticipated future needs and/or to accurately predict future needs for radio spectrum could have an adverse effect on TDS' business, financial condition or results of operations.*
- *An inability to attract diverse people of outstanding talent throughout all levels of the organization, to develop their potential through education and assignments, and to retain them by keeping them engaged, challenged and properly rewarded could have an adverse effect on TDS' business, financial condition or results of operations.*
- *TDS' smaller scale relative to larger competitors that may have greater financial and other resources than TDS could cause TDS to be unable to compete successfully, which could adversely affect its business, financial condition or results of operations.*
- *Changes in various business factors, including changes in demand, consumer preferences and perceptions, price competition, churn from customer switching activity and other factors, could have an adverse effect on TDS' business, financial condition or results of operations.*
- *A failure by TDS to obtain access to adequate radio spectrum to meet current or anticipated future needs and/or to accurately predict future needs for radio spectrum could have an adverse effect on TDS' business, financial condition or results of operations.*
- *Advances or changes in technology could render certain technologies used by TDS obsolete, could put TDS at a competitive disadvantage, could reduce TDS' revenues or could increase its costs of doing business.*
- *Complexities associated with deploying new technologies present substantial risk and TDS' investments in unproven technologies may not produce the benefits that TDS expects.*
- *Costs, integration problems or other factors associated with acquisitions, divestitures or exchanges of properties or wireless spectrum licenses and/or expansion of TDS' businesses could have an adverse effect on TDS' business, financial condition or results of operations.*
- *A failure by TDS to complete significant network construction and systems implementation activities as part of its plans to improve the quality, coverage, capabilities and capacity of its network, support and other systems and infrastructure could have an adverse effect on its operations.*
- *Difficulties involving third parties with which TDS does business, including changes in TDS' relationships with or financial or operational difficulties, including supply chain disruptions, of key suppliers or independent agents and third party third-party national retailers who market TDS' services, could adversely affect TDS' business, financial condition or results of operations.*
- *A failure by TDS to maintain flexible and capable telecommunication networks or information technologies, or a material disruption thereof, could have an adverse effect on TDS' business, financial condition or results of operations.*

Financial Risk Factors

- *Uncertainty in TDS' or UScellular's future cash flow and liquidity or the inability to access capital, deterioration in the capital markets, changes in interest rates, other changes in TDS' or UScellular's performance or market conditions, changes in TDS' or UScellular's credit ratings or other factors could limit or restrict the availability of financing on terms and prices acceptable to TDS, which has required and could be required in the future to require TDS to reduce or delay its construction, development or acquisition programs, reduce the amount of wireless spectrum licenses acquired, divest assets or businesses, and/or reduce or cease share repurchases and/or the payment of common shareholder dividends.*
- *TDS has a significant amount of indebtedness which could adversely affect its financial performance and in turn adversely affect its ability to make payments on its indebtedness, comply with terms of debt covenants and incur additional debt.*
- *TDS has entered into a new Senior Secured Credit Agreement that imposes certain restrictions on its business and operations that may affect its ability to operate its business and make payments on its indebtedness.*
- *TDS' assets and revenue are concentrated primarily in the U.S. telecommunications industry. Consequently, its operating results may fluctuate based on factors related primarily to conditions in this industry.*
- *TDS has significant investments in entities that it does not control. Losses in the value of such investments could have an adverse effect on TDS' financial condition or results of operations.*

Regulatory, Legal and Governance Risk Factors

- *TDS and UScellular have initiated a process to explore a range of strategic alternatives for UScellular and there can be no assurance that any strategic alternative will be successfully identified or completed, that any such strategic alternative will result in additional value for TDS and its shareholders, or that the process will not have an adverse impact on TDS' business or financial statements.*
- *Failure by TDS to timely or fully comply with any existing applicable legislative and/or regulatory requirements or changes thereto could adversely affect TDS' business, financial condition or results of operations.*
- *TDS receives significant regulatory support, and is also subject to numerous surcharges and fees from federal, state and local governments – the applicability and the amount of the support and fees are subject to great uncertainty, including the ability to pass through certain fees to customers, and this uncertainty could have an adverse effect on TDS' business, financial condition or results of operations.*
- *Settlements, judgments, restraints on its current or future manner of doing business and/or legal costs resulting from pending and future litigation could have an adverse effect on TDS' business, financial condition or results of operations.*
- *The possible development of adverse precedent in litigation or conclusions in professional or environmental studies to the effect that potentially harmful emissions from devices or network equipment, including but not limited to radio frequencies emitted by wireless signals or due to contamination from network cabling, may cause harmful health or environmental consequences, including cancer, tumors or otherwise harmful impacts, or may interfere with various electronic medical devices or frequencies used by other industries, could have an adverse effect on TDS' wireless and/or wireline business, financial condition or results of operations.*
- *Claims of infringement of intellectual property and proprietary rights of others, primarily involving patent infringement claims, could prevent TDS from using necessary technology to provide products or services or subject TDS to expensive intellectual property litigation or monetary penalties, which could have an adverse effect on TDS' business, financial condition or results of operations.*
- *Certain matters, such as control by the TDS Voting Trust and provisions in the TDS Restated Certificate of Incorporation, may serve to discourage or make more difficult a change in control of TDS or have other consequences.*
- *TDS and UScellular have initiated a process to explore a range of strategic alternatives for UScellular and there can be no assurance that any strategic alternative will be successfully identified or completed, that any such strategic alternative will result in additional value for TDS and its shareholders, or that the process will not have an adverse impact on TDS' business or financial statements.*

General Risk Factors

- *TDS has experienced, and in the future expects to experience, cyber-attacks or other breaches of network or information technology security of varying degrees on a regular basis, which could have an adverse effect on TDS' business, financial condition or results of operations.*
- *Disruption in credit or other financial markets, a deterioration of U.S. or global economic conditions or other events could, among other things, impede TDS' access to or increase the cost of financing its operating and investment activities and/or result in reduced revenues and lower operating income and cash flows, which would have an adverse effect on TDS' business, financial condition or results of operations.*
- *The impact of public health emergencies on TDS' business is uncertain, but depending on duration and severity could have a material adverse effect on TDS' business, financial condition or results of operations.*

Risk Factors

In addition to the information set forth in this Form 10-Q, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in TDS' Form 10-K for the year ended **December 31, 2022**, which could materially affect TDS' business, financial condition or future results. The risks described in this Form 10-Q and the Form 10-K for the year ended **December 31, 2022**, may not be the only risks that could affect TDS. Additional unidentified or unrecognized risks and uncertainties could materially adversely affect TDS' business, financial condition and/or operating results. **The following additional** Subject to the foregoing, TDS has not identified for disclosure any material changes to the risk factors **should be read in conjunction with the risk factors** as previously disclosed in TDS' Form 10-K for the year ended **December 31, 2022** **December 31, 2023**.

TDS and UScellular have initiated a process to explore a range of strategic alternatives for UScellular and there can be no assurance that any strategic alternative will be successfully identified or completed, that any such strategic alternative will result in additional value for TDS and its shareholders, or that the process will not have an adverse impact on TDS' business or financial statements.

On August 4, 2023, TDS and UScellular announced that the Boards of Directors of both companies decided to initiate a process to explore a range of strategic alternatives for UScellular. This comprehensive process could result in a diversion of management's attention from TDS' existing business; a failure to achieve financial and operating objectives; the incurrence of significant expenses; the failure to retain key personnel, customers, business partners or contracts; and volatility in TDS' stock price. There can be no assurance that such comprehensive process will result in any strategic alternative of any kind being successfully identified or completed or that the process will not have an adverse impact on TDS' business or financial statements.

TDS does not intend to discuss or disclose developments with respect to the process unless it determines further disclosure is appropriate or required.

TDS has entered into a new Senior Secured Credit Agreement that imposes certain restrictions on its business and operations that may affect its ability to operate its business and make payments on its indebtedness.

TDS entered into a senior secured credit agreement on September 28, 2023 (the Senior Secured Credit Agreement). The Senior Secured Credit Agreement provides TDS with a \$300 million secured term loan credit facility for general corporate purposes. Pursuant to the Senior Secured Credit Agreement, TDS granted a perfected security interest in certain assets of TDS, including, without limitation, and subject to customary exceptions, (i) 26,417,915 fully paid and nonassessable Common Shares, par value \$1 per share, of UScellular, (ii) equity interests in certain wholly-owned subsidiaries of TDS and (iii) all or substantially all of TDS' personal property that does not constitute equity interests. The Senior Secured Credit Agreement is also secured by a perfected security interest in certain assets of certain wholly-owned subsidiaries of TDS that are also guarantors of the indebtedness incurred under the Senior Secured Credit Agreement, including, without limitation, and subject to customary exceptions, (i) equity interests in certain wholly-owned subsidiaries of such subsidiaries and (ii) all or substantially all of the personal property of such guarantor subsidiaries that does not consist of equity interests.

The Senior Secured Credit Agreement includes representations and warranties, covenants, events of default and other terms and conditions that are substantially similar to TDS' existing term loan and revolving credit agreements. Under the Senior Secured Credit Agreement, TDS is required to comply with certain financial covenants. Depending on the actual financial performance of TDS, there is a risk that TDS could fail to satisfy the required financial covenants. A failure to comply with the financial covenants in the Senior Secured Credit Agreement could result in an event of default, which, if not cured or waived could have a material adverse effect on TDS' business, financial condition, and profitability. Upon the occurrence and during the continuance of an event of default under the Senior Secured Credit Agreement, the lenders and certain parties to the Senior Secured Credit Agreement may require all borrowings outstanding under the Senior Secured Credit Agreement to be due and payable. Further, upon the occurrence of and during the continuance of an event of default, such parties may exercise remedies with respect to the collateral securing the Senior Secured Credit Agreement, which remedies may include foreclosing upon, credit bidding and/or liquidating such collateral. If TDS' indebtedness were to be accelerated, there can be no assurance that the assets would be sufficient to repay such indebtedness in full.

Quantitative and Qualitative Disclosures about Market Risk

Market Risk

As of **September 30, 2023** **March 31, 2024**, approximately 50% of TDS' long-term debt was in fixed-rate senior notes and approximately 50% in variable-rate debt. Fluctuations in market interest rates can lead to volatility in the fair value of fixed-rate notes and interest expense on variable-rate debt.

The following table presents the scheduled principal payments on long-term debt, lease obligations, and the related weighted average interest rates by maturity dates at **September 30, 2023** **March 31, 2024**.

		Principal Payments Due by Period		Weighted-Avg. Interest Rates on Long-Term Debt Obligations ²
Long-Term Debt Obligations ¹	Long-Term Debt Obligations ²	Weighted-Avg. Interest Rates on Long-Term Debt Obligations ¹	Weighted-Avg. Interest Rates on Long-Term Debt Obligations ²	
(Dollars in millions)	(Dollars in millions)			
Remainder of 2023	\$ 5	7.3 %		
2024	26	7.2 %		
Remainder of 2024				
Remainder of 2024				
Remainder of 2024	\$ 26	7.2 %		
2025	2025	7.2 %	2025	7.2 %
2026	2026	7.2 %	2026	7.1 %

2027	2027	319	7.0	%	2027	319	7.0	7.0	%
2028					2028	481		7.4	%
Thereafter	Thereafter	2,982	6.5	%	Thereafter	2,499	6.3	6.3	%
Total	Total	\$ 3,934	6.7	%	Total	\$ 4,123	6.7	6.7	%

¹ The total long-term debt obligation differs from Long-term debt in the Consolidated Balance Sheet due to unamortized debt issuance costs on all non-revolving debt instruments, unamortized discounts related to UScellular's 6.7% Senior Notes, and outstanding borrowings under the receivables securitization agreement, which principal repayments are not scheduled but are instead based on actual receivable collections.

² Represents the weighted average stated interest rates at **September 30, 2023** **March 31, 2024**, for debt maturing in the respective periods.

See Note 3 — Fair Value Measurements in the Notes to Consolidated Financial Statements for additional information related to the fair value of TDS' Long-term debt as of **September 30, 2023** **March 31, 2024**.

Financial Statements

Telephone and Data Systems, Inc.
Consolidated Statement of Operations
(Unaudited)

		Three Months Ended March 31,		Three Months Ended March 31,		Three Months Ended March 31,		Nine Months Ended September 30,									
		2023		2022				2023									
(Dollars and shares in millions, except per share amounts)		(Dollars and shares in millions, except per share amounts)															
(Dollars and shares in millions, except per share amounts)																	
(Dollars and shares in millions, except per share amounts)																	
Operating revenues		Operating revenues															
Operating revenues		Service	\$ 1,043		\$ 1,061		\$ 3,128		\$ 3,186								
Service		Service															
Service		Service															
Equipment and product sales		Equipment and product sales	235		331		720		870								
Equipment and product sales		Equipment and product sales															
Equipment and product sales		Equipment and product sales															
Total operating revenues		Total operating revenues															
Total operating revenues		Total operating revenues															
Total operating revenues		Total operating revenues	1,278		1,392		3,848		4,056								
Operating expenses		Operating expenses															
Operating expenses		Operating expenses															
Operating expenses		Operating expenses															
Cost of services (excluding Depreciation, amortization and accretion reported below)																	
Cost of services (excluding Depreciation, amortization and accretion reported below)																	

Cost of services (excluding Depreciation, amortization and accretion reported below)	Cost of services (excluding Depreciation, amortization and accretion reported below)	311	326	933	936
Cost of equipment and products	Cost of equipment and products	256	377	794	967
Cost of equipment and products					
Cost of equipment and products					
Selling, general and administrative					
Selling, general and administrative					
Selling, general and administrative	Selling, general and administrative	432	462	1,308	1,300
Depreciation, amortization and accretion	Depreciation, amortization and accretion	225	234	681	691
Loss on impairment of licenses		—	—	—	3
Depreciation, amortization and accretion					
Depreciation, amortization and accretion					
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	6	4	22	13
(Gain) loss on sale of business and other exit costs, net		—	—	—	(1)
(Gain) loss on asset disposals, net					
(Gain) loss on asset disposals, net					
(Gain) loss on license sales and exchanges, net					
(Gain) loss on license sales and exchanges, net					
(Gain) loss on license sales and exchanges, net					
Total operating expenses					
Total operating expenses					
Total operating expenses	Total operating expenses	1,230	1,403	3,738	3,909
Operating income (loss)		48	(11)	110	147
Operating income					
Operating income					
Operating income					
Investment and other income (expense)					
Investment and other income (expense)					
Investment and other income (expense)	Investment and other income (expense)				
Equity in earnings of unconsolidated entities	Equity in earnings of unconsolidated entities	40	40	122	123
Equity in earnings of unconsolidated entities					
Equity in earnings of unconsolidated entities					
Interest and dividend income					
Interest and dividend income					
Interest and dividend income	Interest and dividend income	5	4	16	10
Interest expense	Interest expense	(62)	(46)	(178)	(118)
Interest expense					
Interest expense					

Other, net	Other, net	—	—	1	1
Total investment and other income (expense)		(17)	(2)	(39)	16
Other, net					
Other, net					
Total investment and other expense					
Total investment and other expense					
Total investment and other expense					
Income (loss) before income taxes		31	(13)	71	163
Income tax expense (benefit)		27	(3)	55	62
Net income (loss)		4	(10)	16	101
Less: Net income (loss) attributable to noncontrolling interests, net of tax		4	(2)	10	14
Net income (loss) attributable to TDS shareholders		—	(8)	6	87
Income before income taxes					
Income before income taxes					
Income before income taxes					
Income tax expense					
Income tax expense					
Income tax expense					
Net income					
Net income					
Net income					
Less: Net income attributable to noncontrolling interests, net of tax					
Less: Net income attributable to noncontrolling interests, net of tax					
Less: Net income attributable to noncontrolling interests, net of tax					
Net income attributable to TDS shareholders					
Net income attributable to TDS shareholders					
Net income attributable to TDS shareholders					
TDS Preferred Share dividends	TDS Preferred Share dividends	17	17	52	52
TDS Preferred Share dividends					
TDS Preferred Share dividends					
Net income (loss) attributable to TDS common shareholders					
Net income (loss) attributable to TDS common shareholders					
Net income (loss) attributable to TDS common shareholders	Net income (loss) attributable to TDS common shareholders	\$ (17)	\$ (25)	\$ (46)	\$ 35
Basic weighted average shares outstanding	Basic weighted average shares outstanding	113	114	113	114
Basic weighted average shares outstanding					
Basic weighted average shares outstanding					
Basic earnings (loss) per share attributable to TDS common shareholders					
Basic earnings (loss) per share attributable to TDS common shareholders					

Basic earnings (loss) per share attributable to TDS common shareholders	Basic earnings (loss) per share attributable to TDS common shareholders	\$ (0.16)	\$ (0.22)	\$ (0.41)	\$ 0.31
Diluted weighted average shares outstanding	Diluted weighted average shares outstanding	113	114	113	115
Diluted weighted average shares outstanding					
Diluted weighted average shares outstanding					
Diluted earnings (loss) per share attributable to TDS common shareholders	Diluted earnings (loss) per share attributable to TDS common shareholders	\$ (0.16)	\$ (0.22)	\$ (0.41)	\$ 0.30
Diluted earnings (loss) per share attributable to TDS common shareholders					
Diluted earnings (loss) per share attributable to TDS common shareholders					

The accompanying notes are an integral part of these consolidated financial statements.

Telephone and Data Systems, Inc.
Consolidated Statement of Comprehensive Income
(Unaudited)

(Dollars in millions)	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2023	2022	2023	2022
Net income (loss)	\$ 4	\$ (10)	\$ 16	\$ 101
Net change in accumulated other comprehensive income related to retirement plan				
Amounts included in net periodic benefit cost for the period				
Amortization of prior service cost and unrecognized net gain	—	1	—	2
Comprehensive income (loss)	4	(9)	16	103
Less: Net income (loss) attributable to noncontrolling interests, net of tax	4	(2)	10	14
Comprehensive income (loss) attributable to TDS shareholders	\$ —	\$ (7)	\$ 6	\$ 89

The accompanying notes are an integral part of these consolidated financial statements.

Telephone and Data Systems, Inc.
Consolidated Statement of Cash Flows
(Unaudited)

(Dollars in millions)	Nine Months Ended September 30, 2023 2022		Three Months Ended March 31, 2024 2024		Three Months Ended March 31, 2023	
	2023 2022		2024 2024		2023	
	2023	2022	2024	2024	2023	2023

Cash flows from operating activities	Cash flows from operating activities
Cash flows from operating activities	
Cash flows from operating activities	
Net income	
Net income	
Net income	Net income \$ 16 \$ 101
Add (deduct) adjustments to reconcile net income to net cash flows from operating activities	Add (deduct) adjustments to reconcile net income to net cash flows from operating activities
Depreciation, amortization and accretion	Depreciation, amortization and accretion
Depreciation, amortization and accretion	Depreciation, amortization and accretion
Depreciation, amortization and accretion	Depreciation, amortization and accretion 681 691
Bad debts expense	Bad debts expense 77 98
Stock-based compensation expense	Stock-based compensation expense 27 32
Deferred income taxes, net	Deferred income taxes, net 38 48
Equity in earnings of unconsolidated entities	Equity in earnings of unconsolidated entities (122) (123)
Distributions from unconsolidated entities	Distributions from unconsolidated entities 97 100
Loss on impairment of licenses	— 3
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net 22 13
(Gain) loss on sale of business and other exit costs, net	— (1)
(Gain) loss on asset disposals, net	
(Gain) loss on asset disposals, net	
(Gain) loss on license sales and exchanges, net	
(Gain) loss on license sales and exchanges, net	
(Gain) loss on license sales and exchanges, net	
Other operating activities	Other operating activities 4 7
Other operating activities	

Other operating activities			
Changes in assets and liabilities from operations	Changes in assets and liabilities from operations		
Accounts receivable			
Accounts receivable			
Accounts receivable	Accounts receivable	11	(59)
Equipment installment plans receivable	Equipment installment plans receivable	20	(131)
Inventory	Inventory	87	(74)
Accounts payable	Accounts payable	(36)	16
Customer deposits and deferred revenues	Customer deposits and deferred revenues	(15)	30
Accrued taxes	Accrued taxes	72	136
Accrued interest	Accrued interest	8	10
Other assets and liabilities	Other assets and liabilities	(64)	4
Net cash provided by operating activities	Net cash provided by operating activities	923	901
Cash flows from investing activities	Cash flows from investing activities		
Cash flows from investing activities			
Cash flows from investing activities			
Cash paid for additions to property, plant and equipment			
Cash paid for additions to property, plant and equipment			
Cash paid for additions to property, plant and equipment	Cash paid for additions to property, plant and equipment	(906)	(794)
Cash paid for intangible assets	Cash paid for intangible assets	(24)	(603)
Other investing activities	Other investing activities	8	(11)
Other investing activities			
Other investing activities			
Net cash used in investing activities	Net cash used in investing activities	(922)	(1,408)
Cash flows from financing activities	Cash flows from financing activities		
Cash flows from financing activities			

Cash flows from financing activities			
Issuance of long-term debt			
Issuance of long-term debt			
Issuance of long-term debt	Issuance of long-term debt	781	1,027
Repayment of long-term debt	Repayment of long-term debt	(664)	(330)
Issuance of short-term debt			
Repayment of short-term debt	Repayment of short-term debt	(60)	(50)
TDS Common Shares reissued for benefit plans, net of tax payments		(3)	(4)
UScellular Common Shares reissued for benefit plans, net of tax payments		(6)	(5)
Repayment of short-term debt			
Repayment of short-term debt			
Tax payments for TDS stock-based compensation awards			
Repurchase of TDS Common Shares	Repurchase of TDS Common Shares	(6)	(25)
Repurchase of UScellular Common Shares			
Repurchase of TDS Common Shares			
Dividends paid to TDS shareholders			
Dividends paid to TDS shareholders			
Dividends paid to TDS shareholders	Dividends paid to TDS shareholders	(114)	(114)
Distributions to noncontrolling interests	Distributions to noncontrolling interests	(2)	(3)
Distributions to noncontrolling interests			
Distributions to noncontrolling interests			
Cash paid for software license agreements	Cash paid for software license agreements	(29)	(5)
Other financing activities	Other financing activities	(4)	1
Net cash provided by (used in) financing activities			
Net cash provided by financing activities		(107)	574
Net cash provided by financing activities			
Net increase (decrease) in cash, cash equivalents and restricted cash			
Net increase (decrease) in cash, cash equivalents and restricted cash			

Net increase (decrease) in cash, cash equivalents and restricted cash	Net increase (decrease) in cash, cash equivalents and restricted cash	(106)	67
Cash, cash equivalents and restricted cash	Cash, cash equivalents and restricted cash		
Cash, cash equivalents and restricted cash	Cash, cash equivalents and restricted cash		
Beginning of period	Beginning of period		
Beginning of period	Beginning of period	399	414
End of period	End of period	<u>\$293</u>	<u>\$ 481</u>

The accompanying notes are an integral part of these consolidated financial statements.

Telephone and Data Systems, Inc.
Consolidated Balance Sheet — Assets
(Unaudited)

	September 30, 2023	December 31, 2022	
	March 31, 2024		March 31, 2024
(Dollars in millions)	(Dollars in millions)		December 31, 2023
Current assets	Current assets		
Current assets	Current assets		
Current assets	Current assets		
Cash and cash equivalents	Cash and cash equivalents		
Cash and cash equivalents	Cash and cash equivalents		
Cash and cash equivalents	Cash and cash equivalents	\$ 256	\$ 360
Accounts receivable	Accounts receivable		
Customers and agents, less allowances of \$66 and \$74, respectively	988	1,069	
Other, less allowances of \$3 and \$3, respectively	93	112	
Accounts receivable	Accounts receivable		
Accounts receivable	Customers and agents, less allowances of \$66 and \$70, respectively		
Customers and agents, less allowances of \$66 and \$70, respectively	Customers and agents, less allowances of \$66 and \$70, respectively		
Customers and agents, less allowances of \$66 and \$70, respectively	Customers and agents, less allowances of \$66 and \$70, respectively		

Other, less allowances of \$3 and \$4, respectively			
Inventory, net	Inventory, net	181	268
Prepaid expenses	Prepaid expenses	99	102
Income taxes receivable	Income taxes receivable	3	59
Other current assets	Other current assets	60	58
Total current assets	Total current assets	1,680	2,028
Assets held for sale	Assets held for sale	16	26
Assets held for sale			
Licenses	Licenses	4,700	4,699
Goodwill		547	547
Other intangible assets, net of accumulated amortization of \$111 and \$112, respectively		188	204
Other intangible assets, net of accumulated amortization of \$111 and \$106, respectively			
Other intangible assets, net of accumulated amortization of \$111 and \$106, respectively			
Other intangible assets, net of accumulated amortization of \$111 and \$106, respectively			
Investments in unconsolidated entities			
Investments in unconsolidated entities	Investments in unconsolidated entities	520	495
Property, plant and equipment	Property, plant and equipment		
Property, plant and equipment			
In service and under construction			
In service and under construction			
In service and under construction	In service and under construction	15,497	14,971
Less: Accumulated depreciation and amortization	Less: Accumulated depreciation and amortization		
amortization	amortization	10,499	10,211

Property, plant and equipment, net	Property, plant and equipment, net	4,998	4,760
Operating lease right-of-use assets	Operating lease right-of-use assets	988	995
Operating lease right-of-use assets			
Operating lease right-of-use assets			
Other assets and deferred charges			
Other assets and deferred charges			
Other assets and deferred charges	Other assets and deferred charges	777	796
Total assets₁	Total assets₁	\$ 14,414	\$ 14,550
Total assets₁			
Total assets₁			

The accompanying notes are an integral part of these consolidated financial statements.

Telephone and Data Systems, Inc.
Consolidated Balance Sheet — Liabilities and Equity
(Unaudited)

		September 30, 2023	December 31, 2022	March 31, 2024	March 31, 2024	December 31, 2023
(Dollars and shares in millions, except per share amounts)	(Dollars and shares in millions, except per share amounts)			(Dollars and shares in millions, except per share amounts)		
Current liabilities	Current liabilities			Current liabilities		
Current portion of long-term debt	Current portion of long-term debt	\$ 24	\$ 19			
Accounts payable	Accounts payable	550	506			
Customer deposits and deferred revenues	Customer deposits and deferred revenues	270	285			
Accrued interest	Accrued interest	20	12			
Accrued taxes	Accrued taxes	51	46			
Accrued compensation	Accrued compensation	110	144			
Short-term operating lease liabilities	Short-term operating lease liabilities	147	146			
Other current liabilities	Other current liabilities	155	356			
Total current liabilities	Total current liabilities	1,327	1,514			
Deferred liabilities and credits	Deferred liabilities and credits					
Deferred liabilities and credits						

Deferred liabilities and credits			
Deferred income tax liability, net			
Deferred income tax liability, net			
Deferred income tax liability, net	Deferred income tax liability, net	1,003	969
Long-term operating lease liabilities	Long-term operating lease liabilities	896	908
Other deferred liabilities and credits	Other deferred liabilities and credits	819	813
Long-term debt, net	Long-term debt, net	3,840	3,731
Long-term debt, net			
Long-term debt, net			
Commitments and contingencies			
Commitments and contingencies			
Commitments and contingencies	Commitments and contingencies		
Noncontrolling interests with redemption features	Noncontrolling interests with redemption features	12	12
Noncontrolling interests with redemption features			
Noncontrolling interests with redemption features			
Equity	Equity		
Equity			
Equity			
TDS shareholders' equity	TDS shareholders' equity		
TDS shareholders' equity	TDS shareholders' equity		
Series A Common and Common Shares	Series A Common and Common Shares		
Series A Common and Common Shares	Series A Common and Common Shares		
Authorized 290 shares (25 Series A Common and 265 Common Shares)	Authorized 290 shares (25 Series A Common and 265 Common Shares)		
Authorized 290 shares (25 Series A Common and 265 Common Shares)	Authorized 290 shares (25 Series A Common and 265 Common Shares)		
Authorized 290 shares (25 Series A Common and 265 Common Shares)	Authorized 290 shares (25 Series A Common and 265 Common Shares)		
Issued 133 shares (7 Series A Common and 126 Common Shares)	Issued 133 shares (7 Series A Common and 126 Common Shares)		

Outstanding 113 shares (7 Series A Common and 106 Common Shares) and 112 shares (7 Series A Common and 105 Common Shares), respectively			
Issued 133 shares (7 Series A Common and 126 Common Shares)			
Issued 133 shares (7 Series A Common and 126 Common Shares)			
Outstanding 113 shares (7 Series A Common and 106 Common Shares)			
Outstanding 113 shares (7 Series A Common and 106 Common Shares)			
Outstanding 113 shares (7 Series A Common and 106 Common Shares)			
Par Value (\$0.01 per share)			
Par Value (\$0.01 per share)			
Par Value (\$0.01 per share)	Par Value (\$0.01 per share)	1	1
Capital in excess of par value	Capital in excess of par value	2,544	2,551
Preferred Shares, 0.279 shares authorized, par value \$0.01 per share, .0444 shares outstanding (.0168 Series UU and .0276 Series VV)		1,074	1,074
Treasury shares, at cost, 20 and 21 Common Shares, respectively		(465)	(481)
Preferred Shares, 0.279 shares authorized, par value \$0.01 per share, 0.0444 shares outstanding (0.0168 Series UU and 0.0276 Series VV)			
Treasury shares, at cost, 20 Common Shares			
Accumulated other comprehensive income	Accumulated other comprehensive income	5	5
Retained earnings	Retained earnings	2,567	2,699
Total TDS shareholders' equity	Total TDS shareholders' equity	5,726	5,849
Noncontrolling interests	Noncontrolling interests	791	754
Noncontrolling interests			
Noncontrolling interests			
Total equity			
Total equity	Total equity	6,517	6,603
Total liabilities and equity ¹	Total liabilities and equity ¹	\$ 14,414	\$ 14,550
Total liabilities and equity ¹			
Total liabilities and equity ¹			

1. The consolidated total assets as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, include assets held by consolidated variable interest entities (VIEs) of **\$1,234 million** **\$1,115 million** and **\$1,236 million** **\$1,188 million**, respectively, which are not available to be used to settle the obligations of TDS. The consolidated total liabilities as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, include certain liabilities of consolidated VIEs of **\$21 million** and **\$23 million**, respectively, for which the creditors of the VIEs have no recourse to the general credit of TDS. See Note **108** — Variable Interest Entities for additional information.

Telephone and Data Systems, Inc.
Consolidated Statement of Changes in Equity
(Unaudited)

TDS Shareholders										TDS Shareholders					
	Series A Common shares	Capital in and excess of par value	Preferred Shares	Treasury shares	Accumulated other comprehensive income	Retained earnings	Total shareholders' equity	Noncontrolling interests	Total equity		Series A Common shares	Capital in and excess of par value	Preferred Shares	Treasury shares	Accumulated other comprehensive income
(Dollars in millions, except per share amounts)	(Dollars in millions, except per share amounts)									(Dollars in millions, except per share amounts)					
June 30, 2023	\$ 1	\$ 2,532	\$ 1,074	\$ (466)	\$ 5	\$ 2,606	\$ 5,752	\$ 785	\$ 6,537						
December 31, 2023															
Net income attributable to TDS shareholders															
Net income attributable to TDS shareholders															
Net income attributable to TDS shareholders															
Net income attributable to noncontrolling interests classified as equity	Net income attributable to noncontrolling interests classified as equity	—	—	—	—	—	—	—	—	6	6				
TDS Common and Series A Common share dividends (\$0.185 per share)															
TDS Common and Series A Common share dividends (\$0.190 per share)	—	—	—	—	—	(21)	(21)	—	(21)						
TDS Common and Series A Common share dividends (\$0.190 per share)															
TDS Preferred share dividends (\$414 per Series UU share and \$375 per Series VV share)	TDS Preferred share dividends (\$414 per Series UU share and \$375 per Series VV share)	—	—	—	—	—	(17)	(17)	—	(17)					

TDS Preferred share dividends (\$414 per Series UU share and \$375 per Series VV share)											
TDS Preferred share dividends (\$414 per Series UU share and \$375 per Series VV share)											
Dividend reinvestment plan											
Dividend reinvestment plan											
Dividend reinvestment plan	Dividend reinvestment plan	—	—	—	1	—	(1)	—	—	—	—
Incentive and compensation plans	Incentive and compensation plans	—	6	—	—	—	—	6	—	—	6
Adjust investment in subsidiaries for issuances and other compensation plans	Adjust investment in subsidiaries for issuances and other compensation plans	—	6	—	—	—	—	6	1	7	
Distributions to noncontrolling interests	Distributions to noncontrolling interests	—	—	—	—	—	—	—	(1)	(1)	
September 30, 2023	\$ 1	\$ 2,544	\$ 1,074	\$ (465)	\$ 5	\$ 2,567	\$ 5,726	\$ 791	\$ 6,517		
March 31, 2024											

The accompanying notes are an integral part of these consolidated financial statements.

Telephone and Data Systems, Inc.
Consolidated Statement of Changes in Equity
(Unaudited)

	TDS Shareholders								TDS Shareholders			
	Series A Capital Common and excess Common shares				Accumulated other comprehensive income				Total TDS shareholders' equity		Total equity	
	Preferred Shares	Treasury shares	compre hensive income	Retained earnings	shareholders' equity	Noncontrolling interests						
(Dollars in millions, except per share amounts)	(Dollars in millions, except per share amounts)								(Dollars in millions, except per share amounts)			
June 30, 2022	\$ 1	\$ 2,511	\$ 1,074	\$ (463)	\$ 6	\$ 2,810	\$ 5,939	\$ 804	\$ 6,743			
December 31, 2022												
Net income (loss) attributable to TDS common shareholders	—	—	—	—	—	(8)	(8)	—	(8)			
Net income (loss) attributable to noncontrolling interests classified as equity	—	—	—	—	—	—	—	(1)	(1)			
Other comprehensive income	—	—	—	—	1	—	1	—	1			

TDS Common and Series A Common share dividends (\$0.180 per share)	—	—	—	—	—	(21)	(21)	—	(21)
Net income attributable to TDS shareholders									
Net income attributable to TDS shareholders									
Net income attributable to TDS shareholders									
Net income attributable to TDS shareholders									
Net income attributable to noncontrolling interests classified as equity									
TDS Common and Series A Common share dividends (\$0.185 per share)	—	—	—	—	—	—	—	—	—
TDS Common and Series A Common share dividends (\$0.185 per share)	—	—	—	—	—	—	—	—	—
TDS Common and Series A Common share dividends (\$0.185 per share)	—	—	—	—	—	—	—	—	—
TDS Preferred share dividends (\$414 per Series UU share and \$375 per Series VV share)	—	—	—	—	—	(17)	(17)	—	(17)
TDS Preferred share dividends (\$414 per Series UU share and \$375 per Series VV share)	—	—	—	—	—	(1)	—	—	—
TDS Preferred share dividends (\$414 per Series UU share and \$375 per Series VV share)	—	—	—	—	—	—	—	—	—
Repurchase of Common Shares	Repurchase of Common Shares	—	—	—	(5)	—	—	(5)	—
Dividend reinvestment plan	Dividend reinvestment plan	—	1	—	—	—	(1)	—	—
Incentive and compensation plans	Incentive and compensation plans	—	5	—	—	—	—	5	—
Adjust investment in subsidiaries for repurchases, issuances and other compensation plans	Adjust investment in subsidiaries for repurchases, issuances and other compensation plans	—	10	—	—	—	—	10	(16)
Distributions to noncontrolling interests	Distributions to noncontrolling interests	—	—	—	—	—	—	—	(1)
September 30, 2022	\$ 1	\$ 2,527	\$ 1,074	\$ (468)	\$ 7	\$ 2,763	\$ 5,904	\$ 786	\$ 6,690
March 31, 2023									

The accompanying notes are an integral part of these consolidated financial statements.

Telephone and Data Systems, Inc.
Consolidated Statement of Changes in Equity
(Unaudited)

	TDS Shareholders									
	Series A Common and Common shares	Capital in excess of par value	Preferred Shares	Treasury shares	Accumulated other comprehensive income	Retained earnings	Total TDS shareholders' equity	Noncontrolling interests	Total equity	
(Dollars in millions, except per share amounts)										
December 31, 2022	\$ 1	\$ 2,551	\$ 1,074	\$ (481)	\$ 5	\$ 2,699	\$ 5,849	\$ 754	\$ 6,603	
Net income (loss) attributable to TDS common shareholders	—	—	—	—	—	6	6	—	6	
Net income attributable to noncontrolling interests classified as equity	—	—	—	—	—	—	—	10	10	
TDS Common and Series A Common share dividends (\$0.555 per share)	—	—	—	—	—	(62)	(62)	—	(62)	
TDS Preferred share dividends (\$1,242 per Series UU share and \$1,125 per Series VV share)	—	—	—	—	—	(52)	(52)	—	(52)	
Repurchase of Common Shares	—	—	—	(6)	—	—	(6)	—	(6)	
Dividend reinvestment plan	—	1	—	3	—	(2)	2	—	2	
Incentive and compensation plans	—	13	—	19	—	(22)	10	—	10	
Adjust investment in subsidiaries for issuances and other compensation plans	—	(21)	—	—	—	—	(21)	29	8	
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(2)	(2)	
September 30, 2023	\$ 1	\$ 2,544	\$ 1,074	\$ (465)	\$ 5	\$ 2,567	\$ 5,726	\$ 791	\$ 6,517	

The accompanying notes are an integral part of these consolidated financial statements.

Telephone and Data Systems, Inc.
Consolidated Statement of Changes in Equity
(Unaudited)

	TDS Shareholders									
	Series A Common and Common shares	Capital in excess of par value	Preferred Shares	Treasury shares	Accumulated other comprehensive income	Retained earnings	Total TDS shareholders' equity	Noncontrolling interests	Total equity	
(Dollars in millions, except per share amounts)										
December 31, 2021	\$ 1	\$ 2,496	\$ 1,074	\$ (461)	\$ 5	\$ 2,812	\$ 5,927	\$ 807	\$ 6,734	
Net income (loss) attributable to TDS common shareholders	—	—	—	—	—	87	87	—	87	
Net income attributable to noncontrolling interests classified as equity	—	—	—	—	—	—	—	13	13	
Other comprehensive income	—	—	—	—	2	—	2	—	2	

TDS Common and Series A Common share dividends (\$0.540 per share)	—	—	—	—	—	(62)	(62)	—	(62)
TDS Preferred share dividends (\$1,242 per Series UU share and \$1,125 per Series VV share)	—	—	—	—	—	(52)	(52)	—	(52)
Repurchase of Common Shares	—	—	—	(26)	—	—	(26)	—	(26)
Dividend reinvestment plan	—	1	—	2	—	(1)	2	—	2
Incentive and compensation plans	—	14	—	17	—	(21)	10	—	10
Adjust investment in subsidiaries for repurchases, issuances and other compensation plans	—	16	—	—	—	—	16	(31)	(15)
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(3)	(3)
September 30, 2022	\$ 1	\$ 2,527	\$ 1,074	\$ (468)	\$ 7	\$ 2,763	\$ 5,904	\$ 786	\$ 6,690

The accompanying notes are an integral part of these consolidated financial statements.

Telephone and Data Systems, Inc. Notes to Consolidated Financial Statements

Note 1 Basis of Presentation

The accounting policies of Telephone and Data Systems, Inc. (TDS) conform to accounting principles generally accepted in the United States of America (GAAP) as set forth in the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Unless otherwise specified, references to accounting provisions and GAAP in these notes refer to the requirements of the FASB ASC. The consolidated financial statements include the accounts of TDS and subsidiaries in which it has a controlling financial interest, including TDS' 83%-owned subsidiary, United States Cellular Corporation (UScellular) and TDS' wholly-owned subsidiary, TDS Telecommunications LLC (TDS Telecom). In addition, the consolidated financial statements include certain entities in which TDS has a variable interest that requires consolidation into the TDS financial statements under GAAP. Intercompany accounts and transactions have been eliminated.

TDS' business segments reflected in this Quarterly Report on Form 10-Q for the period ended **September 30, 2023** **March 31, 2024**, are UScellular and TDS Telecom. TDS' non-reportable other business activities are presented as "Corporate, Eliminations and Other", which includes the operations of TDS' wholly-owned hosted and managed services (HMS) subsidiary, which operates under the OneNeck IT Solutions brand, and its wholly-owned subsidiary Suttle-Straus, Inc. (Suttle-Straus). HMS' and Suttle-Straus' financial results were not significant to TDS' operations. All of TDS' segments operate only in the United States. See Note **12** **10** — Business Segment Information for summary financial information on each business segment.

Certain numbers included herein are rounded to millions for ease of presentation; however, certain calculated amounts and percentages are determined using the unrounded numbers. These unaudited consolidated financial statements should be read in conjunction with the consolidated financial statements and the notes thereto included in TDS' Annual Report on Form 10-K (Form 10-K) for the year ended **December 31, 2022** **December 31, 2023**.

The accompanying unaudited consolidated financial statements contain all adjustments (consisting of normal recurring items, unless otherwise disclosed) necessary for the fair statement of TDS' financial position as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, its results of operations, comprehensive income cash flows and changes in equity for the three and nine months ended **September 30, 2023** **March 31, 2024** and 2022, and its cash flows 2023. The Consolidated Statement of Comprehensive Income was not included because comprehensive income for the nine three months ended **September 30, 2023** **March 31, 2024** and **2022** **2023**, equaled net income. These results are not necessarily indicative of the results to be expected for the full year. TDS has not changed its significant accounting and reporting policies from those disclosed in its Form 10-K for the year ended **December 31, 2022** **December 31, 2023**.

Software License Agreements

Certain software licenses are recorded as acquisitions of property, plant and equipment and the incurrence of a liability to the extent that the license fees are not fully paid at acquisition, and are treated as non-cash activity in the Consolidated Statement of Cash Flows. Such acquisitions of software licenses that are not reflected as Cash paid for additions to property, plant and equipment were **\$18 million** **\$4 million** and **\$135 million** **\$5 million** for the nine three months ended **September 30, 2023** **March 31, 2024** and **2022** **2023**, respectively.

Restricted Cash

TDS presents restricted cash with cash and cash equivalents in the Consolidated Statement of Cash Flows. Restricted cash primarily consists of balances required under the receivables securitization agreement. See Note **9** **7** — Debt for additional information related to the receivables securitization agreement. The following table provides a reconciliation of Cash and cash equivalents and restricted cash reported in the Consolidated Balance Sheet to the total of the amounts in the Consolidated Statement of Cash Flows.

		September 30, 2023	December 31, 2022			March 31, 2024			December 31, 2023
		March 31, 2024					March 31, 2024		
(Dollars in millions)	(Dollars in millions)			(Dollars in millions)			(Dollars in millions)		
Cash and cash equivalents	Cash and cash equivalents								
(\$ 256)	(\$ 360)								

Restricted cash included in Other assets	Restricted cash included in Other assets	37	39
Cash, cash equivalents and restricted cash in the statement of cash flows	Cash, cash equivalents and restricted cash in the statement of cash flows	\$ 293	\$ 399

Recent Development Strategic Alternatives Review

On August 4, 2023, TDS and UScellular announced that the Boards of Directors of both companies have decided to initiate a process to explore a range of strategic alternatives for UScellular. During the three and nine months ended September 30, 2023 March 31, 2024, TDS incurred third-party expenses of \$4 million \$11 million related to the strategic alternatives review, which are included in Selling, general and administrative expenses. At this time, TDS cannot predict the ultimate outcome of such process or estimate the potential impact of such process on the financial statements.

Note 2 Revenue Recognition

Disaggregation of Revenue

In the following table, TDS' revenues are disaggregated by type of service, which represents the relevant categorization of revenues for TDS' reportable segments, and timing of recognition. Service revenues are recognized over time and Equipment and product sales are recognized at a point in time.

Three Months Ended September 30, 2023		Corporate, TDS Eliminations			Three Months Ended March 31, 2024		UScellular TDS Telecom Corporate, Eliminations and Other Total					
		UScellular	Telecom	and Other	Total			UScellular	TDS	Telecom	Corporate, Eliminations and Other	Total
Three Months Ended March 31, 2024						Three Months Ended March 31, 2024		UScellular	TDS	Telecom	Corporate, Eliminations and Other	Total
(Dollars in millions)	(Dollars in millions)					(Dollars in millions)						
Revenues from contracts with customers:	Revenues from contracts with customers:					Revenues from contracts with customers:						
Type of service:	Type of service:					Type of service:						
Retail service	Retail service	\$ 687	\$ —	\$ —	\$ 687							
Inbound roaming		8	—	—	8							
Residential	Residential											
Residential	Residential	—	177	—	177							
Commercial	Commercial	—	38	—	38							
Wholesale	Wholesale	—	41	—	41							
Other service	Other service	42	—	19	61							
Service revenues from contracts with customers	Service revenues from contracts with customers	737	255	19	1,012							
Equipment and product sales	Equipment and product sales	201	—	34	235							

Total revenues from contracts with customers	Total revenues from contracts with customers	938	256	53	1,247
Operating lease income	Operating lease income	25	1	5	31
Total operating revenues	Total operating revenues	\$ 963	\$ 256	\$ 59	\$ 1,278

					Corporate, Eliminations and	
					Other	Total
Three Months Ended September 30, 2022		USCellular	TDS Telecom			
(Dollars in millions)						
Revenues from contracts with customers:						
Type of service:						
Retail service	\$ 696	\$ —	\$ —		\$ —	\$ 696
Inbound roaming	17	—	—		—	17
Residential	—	170	—		—	170
Commercial	—	43	—		—	43
Wholesale	—	42	—		—	42
Other service	45	—	18		—	63
Service revenues from contracts with customers	758	255	18			1,031
Equipment and product sales	302	—	29			331
Total revenues from contracts with customers	1,060	255	47			1,362
Operating lease income	23	1	6			30
Total operating revenues	\$ 1,083	\$ 256	\$ 53			\$ 1,392

					Corporate, Eliminations and	
					Other	Total
Nine Months Ended September 30, 2023		USCellular	TDS Telecom			
(Dollars in millions)						
Revenues from contracts with customers:						
Type of service:						
Retail service	\$ 2,065	\$ —	\$ —		\$ —	\$ 2,065
Inbound roaming	25	—	—		—	25
Residential	—	521	—		—	521
Commercial	—	118	—		—	118
Wholesale	—	125	—		—	125
Other service	124	—	55		—	179
Service revenues from contracts with customers	2,214	763	55			3,033
Equipment and product sales	617	1	102			720
Total revenues from contracts with customers	2,831	764	157			3,753
Operating lease income	75	3	17			95
Total operating revenues	\$ 2,906	\$ 767	\$ 175			\$ 3,848

Nine Months Ended September 30, 2022		Corporate, TDS Eliminations				Three Months Ended March 31, 2023				UScellular TDS Telecom Corporate, Eliminations and Other Total			
Three Months Ended March 31, 2023		UScellular	TDS	Telecom	and Other	Total		UScellular	TDS	Telecom	Corporate, Eliminations and Other	Total	
(Dollars in millions)	(Dollars in millions)	(Dollars in millions)											
Revenues from contracts with customers:										Revenues from contracts with customers:			
Type of service:	Type of service:	Type of service:											
Retail service	Retail service	\$ 2,098	\$ —	\$ —	\$ 2,098								
Inbound roaming		56	—	—	56								
Residential													
Residential	Residential	—	500	—	500								
Commercial	Commercial	—	130	—	130								
Wholesale	Wholesale	—	129	—	129								
Other service	Other service	129	—	54	183								
Service revenues from contracts with customers	Service revenues from contracts with customers	2,283	760	54	3,096								
Equipment and product sales	Equipment and product sales	769	1	100	870								
Total revenues from contracts with customers	Total revenues from contracts with customers	3,052	761	154	3,966								
Operating lease income	Operating lease income	68	3	19	90								
Total operating revenues	Total operating revenues	\$ 3,120	\$ 763	\$ 173	\$ 4,056								

Numbers may not foot due to rounding.

Contract Balances

The following table provides balances for contract assets from contracts with customers, which are recorded in Other current assets and Other assets and deferred charges in the Consolidated Balance Sheet, and contract liabilities from contracts with customers, which are recorded in Customer deposits and deferred revenues and Other deferred liabilities and credits in the Consolidated Balance Sheet.

(Dollars in millions)	September 30, 2023		December 31, 2022		March 31, 2024	December 31, 2023
	Contract assets	Contract assets	Contract assets	Contract assets		
(Dollars in millions)	\$ 14	\$ 12				

Contract	Contract
Liabilities	\$ 373

Revenue recognized related to contract liabilities existing at January 1, 2023 January 1, 2024 was \$227 million \$151 million for the nine three months ended September 30, 2023 March 31, 2024.

Transaction price allocated to the remaining performance obligations

The following table includes estimated service revenues expected to be recognized related to performance obligations that are unsatisfied (or partially unsatisfied) at the end of the reporting period. These estimates represent service revenues to be recognized when services are delivered to customers pursuant to service plan contracts and under certain roaming agreements with other carriers. These estimates are based on contracts in place as of September 30, 2023 March 31, 2024 and may vary from actual results. As practical expedients, revenue related to contracts of less than one year, generally month-to-month contracts, and contracts with a fixed per-unit price and variable quantity, are excluded from these estimates.

Service Revenues		Service Revenues
(Dollars in millions)	(Dollars in millions)	(Dollars in millions)
Remainder of 2023	\$ 192	
2024	221	
Remainder of 2024		
2025		
Thereafter	Thereafter	190
Total	Total	\$ 603

Contract Cost Assets

TDS expects that commission fees paid as a result of obtaining contracts are recoverable, and therefore TDS defers and amortizes these costs. As a practical expedient, costs with an amortization period of one year or less are expensed as incurred. TDS also incurs fulfillment costs, such as installation costs, where there is an expectation that a future benefit will be realized. Deferred commission fees and fulfillment costs are amortized based on the timing of transfer of the goods or services to which the assets relate, typically the contract term. Contract cost asset balances, which are recorded in Other assets and deferred charges in the Consolidated Balance Sheet, were as follows:

	September 30, 2023	December 31, 2022	March 31, 2024	December 31, 2023
(Dollars in millions)	(Dollars in millions)			
Costs to obtain contracts	Costs to obtain contracts			
Costs to obtain contracts				
Sales commissions				
Sales commissions				
Sales commissions	Sales commissions	\$ 140	\$ 144	
Fulfillment costs	Fulfillment costs			
Installation costs	Installation costs	6	8	
Installation costs				
Installation costs				
Total contract cost assets	Total contract cost assets	\$ 146	\$ 152	
Total contract cost assets				
Total contract cost assets				

Amortization of contract cost assets was \$27 million \$25 million and \$82 million \$28 million for the three and nine months ended September 30, 2023 March 31, 2024, respectively, and \$28 million and \$85 million for the three and nine months ended September 30, 2022, 2023 respectively, and was included in Selling, general and administrative expenses and Cost of services expenses.

Note 3 Fair Value Measurements

As of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, TDS did not have any material financial or nonfinancial assets or liabilities that were required to be recorded at fair value in its Consolidated Balance Sheet in accordance with GAAP.

The provisions of GAAP establish a fair value hierarchy that contains three levels for inputs used in fair value measurements. Level 1 inputs include quoted market prices for identical assets or liabilities in active markets. Level 2 inputs include quoted market prices for similar assets and liabilities in active markets or quoted market prices for identical assets and liabilities in inactive markets. Level 3 inputs are unobservable. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. A financial instrument's level within the fair value hierarchy is not representative of its expected performance or its overall risk profile and, therefore Level 3 assets are not necessarily higher risk than Level 2 assets or Level 1 assets.

TDS has applied the provisions of fair value accounting for purposes of computing the fair value of financial instruments for disclosure purposes as displayed below.

	Level within the Fair Value Hierarchy	September 30, 2023				December 31, 2022				March 31, 2024		December 31, 2023	
		Book Value	Fair Value	Book Value	Fair Value	Book Value	Fair Value	Book Value	Fair Value	Book Value	Fair Value	Book Value	Fair Value
		(Dollars in millions)	(Dollars in millions)	(Dollars in millions)				(Dollars in millions)				(Dollars in millions)	
Long-term debt	Long-term debt												
Retail	Retail	2	\$1,500	\$1,018	\$1,500	\$899							
Retail	Retail												
Institutional	Institutional	2	536	430	536	395							
Other	Other	2	1,864	1,864	1,753	1,753							

Long-term debt excludes lease obligations, the current portion of Long-term debt and debt financing costs. The fair value of "Retail" Long-term debt was estimated using market prices for UScellular Senior Notes, which are traded on the New York Stock Exchange. TDS' "Institutional" debt consists of UScellular's 6.7% Senior Notes which are traded over the counter. TDS' "Other" debt consists of term loan credit agreements, receivables securitization agreement and export credit financing agreements. TDS estimated the fair value of its Institutional and Other debt through a discounted cash flow analysis using the interest rates or estimated yield to maturity for each borrowing, which ranged from 3.52% to **7.92%** 7.93% and 3.52% to **8.28%** 7.96% at **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, respectively.

The fair values of Cash and cash equivalents, restricted cash and short-term debt approximate their book values due to the short-term nature of these financial instruments.

Note 4 Equipment Installment Plans

UScellular sells devices to customers under equipment installment plans over a specified time period. For certain equipment installment plans, after a specified period of time or amount of payments, the customer may have the right to upgrade to a new device and have the remaining unpaid equipment installment contract balance waived, subject to certain conditions, including trading in the original device in good working condition and signing a new equipment installment contract.

The following table summarizes equipment installment plan receivables.

	September 30, 2023		December 31, 2022		March 31, 2024		December 31, 2023	
	(Dollars in millions)							
Equipment installment plan receivables, gross	Equipment							
Allowance for credit losses	Allowance for credit losses	Allowance for credit losses	Allowance for credit losses	Allowance for credit losses	Allowance for credit losses	Allowance for credit losses	Allowance for credit losses	Allowance for credit losses
Allowance for credit losses								
Allowance for credit losses								

Equipment installment plan receivables, net	Equipment installment plan receivables, net	\$ 1,042	\$ 1,115
Net balance presented in the Consolidated Balance Sheet as:			
Net balance presented in the Consolidated Balance Sheet as:			
Net balance presented in the Consolidated Balance Sheet as:			
Accounts receivable — Customers and agents (Current portion)	Accounts receivable — Customers and agents (Current portion)	\$ 581	\$ 646
Accounts receivable — Customers and agents (Current portion)	Accounts receivable — Customers and agents (Current portion)	\$ 461	\$ 469
Equipment installment plan receivables, net	Equipment installment plan receivables, net	\$ 1,042	\$ 1,115

UScellular uses various inputs to evaluate the credit profiles of its customers, including internal data, information from credit bureaus and other sources. From this evaluation, a credit class is assigned to the customer that determines the number of eligible lines, the amount of credit available, and the down payment requirement, if any. These credit classes are grouped into four credit categories: lowest risk, lower risk, slight risk and higher risk. A customer's assigned credit class is reviewed periodically and a change is made, if appropriate. An equipment installment plan billed amount is considered past due if not paid within 30 days. The balance and aging of the equipment installment plan receivables on a gross basis by credit category were as follows:

	September 30, 2023					December 31, 2022					March 31, 2024					December 31, 2023				
	Lowest Risk	Lower Risk	Slight Risk	Higher Risk	Total	Lowest Risk	Lower Risk	Slight Risk	Higher Risk	Total	Lowest Risk	Lower Risk	Slight Risk	Higher Risk	Total	Lowest Risk	Lower Risk	Slight Risk	Higher Risk	Total
(Dollars in millions)																				
Unbilled																				
Unbilled	\$ 952	\$ 88	\$ 18	\$ 6	\$ 1,064	\$ 1,016	\$ 98	\$ 22	\$ 5	\$ 1,141										
Billed	Billed	—	—																	
current	36	4	1	1	42	41	5	2	—	48										

Billed	Billed										
— past	— past										
due	due	12	6	2	1	21	13	6	2	1	22
Total	Total	\$1,000	\$ 98	\$ 21	\$ 8	\$1,127	\$1,070	\$109	\$ 26	\$ 6	\$1,211

The balance of the equipment installment plan receivables as of **September 30, 2023** **March 31, 2024** on a gross basis by year of origination were as follows:

	2020	2021	2022	2023	Total
2021		2021		2023	2024
(Dollars in millions)					
Lowest Risk					
Lowest Risk					
Lowest Risk	\$ 1	\$ 97	\$480	\$422	\$1,000
Lower Risk	—	6	41	51	98
Slight Risk	—	1	7	13	21
Higher Risk	—	—	2	6	8
Total	Total	\$ 1	\$104	\$530	\$492
					\$1,127

The write-offs, net of recoveries for the **nine** **three** months ended **September 30, 2023** **March 31, 2024** on a gross basis by year of origination were as follows:

	2021	2022	2023	Total
(Dollars in millions)				
Write-offs, net of recoveries	\$ 12	\$ 38	\$ 8	\$ 58

	2021	2022	2023	Total
(Dollars in millions)				
Write-offs, net of recoveries	\$ 1	\$ 8	\$ 15	\$ 24

Activity for the **nine** **three** months ended **September 30, 2023** **March 31, 2024** and **2022**, **2023**, in the allowance for credit losses for equipment installment plan receivables was as follows:

	September 30, 2023	September 30, 2022	March 31, 2024	March 31, 2023
(Dollars in millions)	(Dollars in millions)	(Dollars in millions)		
Allowance for credit losses, beginning of period	Allowance for credit losses, beginning of period	\$ 96	\$ 72	
Bad debts expense	Bad debts expense	47	69	
Write-offs, net of recoveries	Write-offs, net of recoveries	(58)	(54)	
Allowance for credit losses, end of period	Allowance for credit losses, end of period	\$ 85	\$ 87	

Note 5 Income Taxes

The effective tax rate on Income before income taxes for the three and nine months ended September 30, 2023 was 86.0% and 77.4%, respectively. These effective tax rates were higher than normal due primarily to the nominally low amount of Income before income taxes in the current year, which increased the effective tax rate impact of recurring tax adjustments including nondeductible interest and compensation expenses, as well as discrete increases in state valuation allowances that reduce the net value of deferred tax assets.

The effective tax rate on Income (loss) before income taxes for the three and nine months ended September 30, 2022 was 24.4% and 37.7%, respectively. These effective tax rates reflect a combined rate of federal and state taxes, adjusted primarily for impacts of nondeductible compensation and interest expense. The effective tax rates also varied during interim periods due to fluctuations in Income (loss) before income taxes.

Note 6 Earnings Per Share

Basic earnings (loss) per share attributable to TDS common shareholders is computed by dividing Net income (loss) attributable to TDS common shareholders by the weighted average number of Common Shares outstanding during the period. Diluted earnings (loss) per share attributable to TDS common shareholders is computed by dividing Net income (loss) attributable to TDS common shareholders by the weighted average number of Common Shares outstanding during the period adjusted to include the effects of potentially dilutive securities. Potentially dilutive securities primarily include incremental shares issuable upon the exercise of outstanding stock options and the vesting of performance and restricted stock units, as calculated using the treasury stock method.

The amounts used in computing basic and diluted earnings (loss) per share attributable to TDS common shareholders were as follows:

	Three Months Ended		Nine Months Ended	
	March 31,		September 30,	
	2023	2022	2023	2022
(Dollars and shares in millions, except per share amounts)	(Dollars and shares in millions, except per share amounts)			
Net income (loss) attributable to TDS common shareholders used in basic earnings (loss) per share	\$ (17)	\$ (25)	\$ (46)	\$ 35
Adjustments to compute diluted earnings:				
Noncontrolling interest adjustment	(1)	—	—	—
Net income (loss) attributable to TDS common shareholders used in diluted earnings (loss) per share	\$ (18)	\$ (25)	\$ (46)	\$ 35
(Dollars and shares in millions, except per share amounts)				
(Dollars and shares in millions, except per share amounts)				
Net income (loss) attributable to TDS common shareholders				
Net income (loss) attributable to TDS common shareholders				
Net income (loss) attributable to TDS common shareholders				
Weighted average number of shares used in basic earnings (loss) per share:				
Weighted average number of shares used in basic earnings (loss) per share:				

Weighted average number of shares used in basic earnings (loss) per share:	Weighted average number of shares used in basic earnings (loss) per share:					
Common Shares	Common Shares	106	107	106	107	
Common Shares						
Common Shares						
Series A Common Shares	Series A Common Shares	7	7	7	7	
Series A Common Shares						
Total						
Total						
Total	Total	113	114	113	114	
Effects of dilutive securities	Effects of dilutive securities	—	—	—	—	1
Effects of dilutive securities						
Effects of dilutive securities						
Weighted average number of shares used in diluted earnings (loss) per share	Weighted average number of shares used in diluted earnings (loss) per share					
Weighted average number of shares used in diluted earnings (loss) per share						
Weighted average number of shares used in diluted earnings (loss) per share	Weighted average number of shares used in diluted earnings (loss) per share					
Weighted average number of shares used in diluted earnings (loss) per share	Weighted average number of shares used in diluted earnings (loss) per share	113	114	113	115	
Basic earnings (loss) per share attributable to TDS common shareholders	Basic earnings (loss) per share attributable to TDS common shareholders	\$ (0.16)	\$ (0.22)	\$ (0.41)	\$ 0.31	
Basic earnings (loss) per share attributable to TDS common shareholders						
Basic earnings (loss) per share attributable to TDS common shareholders						
Diluted earnings (loss) per share attributable to TDS common shareholders	Diluted earnings (loss) per share attributable to TDS common shareholders	\$ (0.16)	\$ (0.22)	\$ (0.41)	\$ 0.30	
Diluted earnings (loss) per share attributable to TDS common shareholders						
Diluted earnings (loss) per share attributable to TDS common shareholders						

Certain Common Shares issuable upon the exercise of stock options or vesting of performance and restricted stock units were not included in weighted average diluted shares outstanding for the calculation of Diluted earnings (loss) per share attributable to TDS common shareholders because their effects were antidilutive. The number of such Common Shares excluded was 62 million and 5 million 4 million for the three and nine months ended September 30, 2023, respectively, March 31, 2024 and 4 million for both the three and nine months ended September 30, 2022, 2023, respectively.

Note 7 Intangible Assets

In February 2021, the Federal Communications Commission (FCC) announced by way of public notice that UScellular was the provisional winning bidder for 254 wireless spectrum licenses in the 3.7-3.98 GHz bands (Auction 107) for \$1,283 million. UScellular paid \$30 million of this amount in 2020 and the remainder in March 2021. The wireless spectrum licenses from Auction 107 were granted by the FCC in July 2021. Additionally, UScellular expects to be obligated to pay approximately \$179 million in total from 2021 through 2025 related to relocation costs and accelerated relocation incentive.

payments. Such additional costs were accrued and capitalized at the time the licenses were granted, and are adjusted as necessary as the estimated obligation changes. UScellular paid \$17 million, \$8 million and \$36 million related to the additional costs for the nine months ended September 30, 2023, the year ended December 31, 2022 and the year ended December 31, 2021, respectively. At September 30, 2023, invoices totaling \$105 million are included in Accounts payable in the Consolidated Balance Sheet and were paid in October 2023, and the remaining estimated payments of approximately \$13 million are included in Other current liabilities. At December 31, 2022, the remaining estimated payments of approximately \$133 million and \$8 million were included in Other current liabilities and Other deferred liabilities and credits, respectively, in the Consolidated Balance Sheet. UScellular received full access to the spectrum in the third quarter of 2023.

Note 86 Investments in Unconsolidated Entities

Investments in unconsolidated entities consist of amounts invested in entities in which TDS holds a noncontrolling interest. TDS' Investments in unconsolidated entities are accounted for using the equity method, measurement alternative method or net asset value practical expedient method as shown in the table below. The carrying value of measurement alternative method investments represents cost minus any impairments plus or minus any observable price changes.

	September 30, 2023	December 31, 2022	March 31, 2024	March 31, 2024	December 31, 2023
(Dollars in millions)	(Dollars in millions)		(Dollars in millions)		
Equity method investments	Equity method investments	\$ 492	\$ 468		
Measurement alternative method investments	Measurement alternative method investments	19	18		
Investments recorded using the net asset value practical expedient	Investments recorded using the net asset value practical expedient	9	9		
Total investments in unconsolidated entities	Total investments in unconsolidated entities	\$ 520	\$ 495		

The following table, which is based on unaudited information provided in part by third parties, summarizes the combined results of operations of TDS' equity method investments.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023		2023	
	(Dollars in millions)	(Dollars in millions)	(Dollars in millions)	(Dollars in millions)
Revenues				
Revenues	Revenues	\$ 1,812	\$ 1,835	\$ 5,390
Operating expenses	Operating expenses	1,426	1,402	4,154
Operating expenses				
Operating income				
Operating income	Operating income	386	433	1,236
Other income (expense), net	Other income (expense), net	(13)	(7)	(21)
Other income (expense), net				
Other income (expense), net				

Net income	Net income	\$ 373	\$ 426	\$ 1,215	\$ 1,243
Net income					
Net income					

Note 97 Debt

Revolving Credit Agreements

TDS has a revolving credit agreement with maximum borrowing capacity of \$400 million. Amounts under the agreement may be borrowed, repaid and reborrowed from time to time until maturity in July 2026. During the ~~nine~~ three months ended ~~September 30, 2023~~ ~~March 31, 2024~~, TDS borrowed and repaid \$265 million ~~\$100 million~~ under its revolving credit agreement. Borrowings under the TDS revolving credit agreement bear interest at a rate of Secured Overnight Financing Rate (SOFR) plus 1.60%. As of ~~September 30, 2023~~ ~~March 31, 2024~~, there were no outstanding borrowings under the agreement except for letters of credit, were \$200 million, and the unused borrowing capacity was ~~\$399 million~~ \$199 million.

Export Credit Financing Receivables Securitization Agreement

TDS UScellular, through its subsidiaries, has a \$150 million term loan credit facility with Export Development Canada receivables securitization agreement that permits securitized borrowings using its equipment installment plan receivables. Amounts under the agreement may be borrowed, repaid and reborrowed from time to finance (or refinance) imported equipment, including equipment purchased prior to September 2025. Unless the agreement is amended to extend the term loan facility agreement. During the nine months ended September 30, 2023, TDS borrowed \$100 million under its export credit financing agreement. Borrowings maturity date, repayments based on receivable collections commence in October 2025. The outstanding borrowings bear interest at a rate of SOFR the lender's cost of funds (which has historically tracked closely to SOFR) plus 1.60% 1.15%. During the three months ended March 31, 2024, UScellular borrowed \$40 million and are due and payable in December 2027. repaid \$50 million under its receivables securitization agreement. As of ~~September 30, 2023~~ ~~March 31, 2024~~, the outstanding borrowings under the agreement were \$150 million \$140 million and the unused borrowing capacity was \$310 million, which is subject to sufficient collateral to satisfy the full amount asset borrowing base provisions of the agreement. As of March 31, 2024, the USCC Master Note Trust held \$233 million of assets available to be pledged as collateral for the receivables securitization agreement.

In April 2024, UScellular repaid an additional \$75 million under the agreement.

Secured

Term Loan Agreement

In September 2023, May 2024, TDS entered into a \$300 \$375 million senior secured unsecured term loan credit agreement. At closing, \$300 million was drawn, less original issue discount, and the remaining \$75 million may be drawn until November 2025. The maturity date of the agreement is the earlier of (i) September 2026 and (ii) the date that is 91 days prior to the scheduled maturity date of TDS' existing revolving credit agreement (which maturity date is currently July 2026), May 2029. The agreement requires TDS to make prepayments of the outstanding borrowings to the extent TDS receives cash proceeds in excess of prescribed thresholds from certain transactions as more fully described in the agreement. Borrowings under the agreement bear interest at a rate of SOFR plus 2.00%, which increases at certain dates throughout the term 7.00%. Quarterly payments of the agreement. During the nine months ended September 30, 2023, TDS borrowed the full amount of \$300 million available under the agreement.

This term loan is secured by a perfected security interest in certain assets of TDS, including 26 million common shares in UScellular, TDS' equity interest in certain wholly-owned subsidiaries, and all or substantially all of TDS' personal property that does not constitute equity interests. This term loan is also secured by a perfected security interest in certain assets of certain wholly-owned subsidiaries of TDS that are also guarantors, including without limitation and subject to customary exceptions, equity interests in certain wholly-owned subsidiaries of such subsidiaries and all or substantially all of the personal property of such guarantor subsidiaries that does not consist of equity interests. This agreement includes representations and warranties, covenants, events of default and other terms and conditions that are substantially similar to TDS' existing term loan and revolving credit agreements or otherwise customary for similar secured credit facilities.

Receivables Securitization Agreement

UScellular, through its subsidiaries, has a receivables securitization agreement to permit securitized borrowings using its equipment installment plan receivables. In September 2023, UScellular amended the agreement to extend the maturity date to September 2025. Amounts under the agreement may be borrowed, repaid and reborrowed from time to time until maturity. Unless the agreement is amended to extend the maturity date, repayments based on receivable collections commence in October 2025. The outstanding borrowings bear interest at a rate of the lender's cost of funds (which has historically tracked closely to SOFR) plus 1.15%. During the nine months ended September 30, 2023, UScellular borrowed \$115 million and repaid \$385 million under its receivables securitization agreement. As of September 30, 2023, the outstanding borrowings under multiplied by 0.25% are required beginning in September 2024, with the agreement were \$5 million and amount increasing if the unused borrowing remaining available capacity was \$445 million, subject to sufficient collateral to satisfy the asset borrowing base provisions of the agreement. As of September 30, 2023, the USCC Master Note Trust held \$389 million of assets available to be pledged as collateral for the receivables securitization agreement.

Subsequent to September 30, 2023, UScellular borrowed \$150 million under the receivables securitization agreement.

Repurchase Agreement

UScellular, through a subsidiary (the repo subsidiary), has a repurchase agreement to borrow up to \$200 million, subject to the availability of eligible equipment installment plan receivables and the agreement of the lender. In January 2023, UScellular amended the repurchase agreement to extend the expiration date to January 2024. The outstanding borrowings bear interest at a rate of the lender's cost of funds (which has historically tracked closely to SOFR) plus 1.35%. Outstanding borrowings are included in Other current liabilities in the Consolidated Balance Sheet. During the nine months ended September 30, 2023, the repo subsidiary repaid \$60 million under the agreement. As of September 30, 2023, there were no outstanding borrowings under the agreement and the unused borrowing capacity was \$200 million, which is restricted from being borrowed against due to covenants within the TDS and UScellular credit agreements that limit secured borrowings on an enterprise-wide basis. As of September 30, 2023, UScellular held \$532 million of assets available for inclusion in the repurchase facility; these assets are distinct from the assets held by the USCC Master Note Trust for UScellular's receivables securitization agreement.

drawn.

Debt Covenants

The TDS and UScellular revolving credit agreements, term loan agreements including the secured term loan, export credit financing agreements and the UScellular receivables securitization agreement require TDS or UScellular, as applicable, to comply with certain affirmative and negative covenants, which include certain financial covenants that may restrict the borrowing capacity available. In March 2023, the agreements were amended to require TDS and UScellular are required to maintain the Consolidated Leverage Ratio as of the end of any fiscal quarter at a level not to exceed the following: 4.25 to 1.00 from January 1, 2023 through March 31, 2024; 4.00 to 1.00 from April 1, 2024 through March 31, 2025; 3.75 to 1.00 from April 1, 2025 and thereafter. TDS and UScellular are also required to maintain the Consolidated Interest Coverage Ratio at a level not lower than 3.00 to 1.00 as of the end of any fiscal quarter. TDS and UScellular believe they were in compliance as of September 30, 2023 March 31, 2024 with all such financial covenants.

The term loan agreement entered into in May 2024 requires TDS to comply with certain affirmative and negative covenants, which includes a financial covenant that may restrict the borrowing capacity available. TDS is required to maintain the Consolidated Leverage Ratio as of the end of any fiscal quarter at a level not to exceed the following: 4.50 to 1.00 from April 1, 2024 through March 31, 2025; 4.25 to 1.00 from April 1, 2025 and thereafter.

Note 108 Variable Interest Entities

Consolidated VIEs

TDS consolidates VIEs in which it has a controlling financial interest as defined by GAAP and is therefore deemed the primary beneficiary. TDS reviews the criteria for a controlling financial interest at the time it enters into agreements and subsequently when events warranting reconsideration occur. These VIEs have risks similar to those described in the "Risk Factors" in this Form 10-Q and TDS' Form 10-K for the year ended December 31, 2022 December 31, 2023.

UScellular formed USCC EIP LLC (Seller/Sub-Servicer), USCC Receivables Funding LLC (Transferor) and the USCC Master Note Trust (Trust), collectively the special purpose entities (SPEs), to facilitate a securitized borrowing using its equipment installment plan receivables. Under a Receivables Sale Agreement, UScellular wholly-owned, majority-owned and unconsolidated entities, collectively referred to as "affiliated entities", transfer device equipment installment plan contracts to the Seller/Sub-Servicer. The Seller/Sub-Servicer aggregates device equipment installment plan contracts, and performs servicing, collection and all other administrative activities related to accounting for the equipment installment plan contracts. The Seller/Sub-Servicer sells the eligible equipment installment plan receivables to the Transferor, a bankruptcy remote entity, which subsequently sells the receivables to the Trust. The Trust, which is bankruptcy remote and isolated from the creditors of UScellular, will be responsible for issuing asset-backed variable funding notes (Notes), which are collateralized by the equipment installment plan receivables owned by the Trust. Given that UScellular has the power to direct the activities of these SPEs, and that these SPEs lack sufficient equity to finance their activities, UScellular is deemed to have a controlling financial interest in the SPEs, and therefore consolidates them. All transactions with third parties (e.g., issuance of the asset-backed variable funding notes) will be accounted for as a secured borrowing due to the pledging of equipment installment plan contracts as collateral, significant continuing involvement in the transferred assets, subordinated interests of the cash flows, and continued evidence of control of the receivables.

The following VIEs were formed to participate in FCC auctions of wireless spectrum licenses and to fund, establish, and provide wireless service with respect to any FCC wireless spectrum licenses won in the auctions:

- Advantage Spectrum, L.P. (Advantage Spectrum) and Sunshine Spectrum, Inc., the general partner of Advantage Spectrum; and
- King Street Wireless, L.P. (King Street Wireless) and King Street Wireless, Inc., the general partner of King Street Wireless.

These particular VIEs are collectively referred to as designated entities. The power to direct the activities that most significantly impact the economic performance of these VIEs is shared. Specifically, the general partner of these VIEs has the exclusive right to manage, operate and control the limited partnerships and make all decisions to carry on the business of the partnerships. The general partner of each partnership needs the consent of the limited partner, an indirect TDS subsidiary, to sell or lease certain wireless spectrum licenses, to make certain large expenditures, admit other partners or liquidate the limited partnerships. Although the power to direct the activities of these VIEs is shared, TDS has the most significant level of exposure to the variability associated with the economic performance of the VIEs, indicating that TDS is the primary beneficiary of the VIEs. Therefore, in accordance with GAAP, these VIEs are consolidated into the TDS financial statements.

TDS also consolidates other VIEs that are limited partnerships that provide wireless service. A limited partnership is a variable interest entity unless the limited partners hold substantive participating rights or kick-out rights over the general partner. For certain limited partnerships, UScellular is the general partner and manages the operations. In these partnerships, the limited partners do not have substantive kick-out or participating rights and, further, such limited partners do not have the authority to remove the general partner. Therefore, these limited partnerships also are recognized as VIEs and are consolidated into the TDS financial statements under the variable interest model.

The following table presents the classification and balances of the consolidated VIEs' assets and liabilities in TDS' Consolidated Balance Sheet.

		September 30, 2023	December 31, 2022	
		March 31, 2024		March 31, 2024
(Dollars in millions)	(Dollars in millions)	(Dollars in millions)		December 31, 2023
Assets	Assets	Assets		
Cash and cash equivalents	Cash and cash equivalents	\$ 25	\$ 29	
Accounts receivable	Accounts receivable	634	700	
Accounts receivable	Accounts receivable			
Inventory, net	Inventory, net	3	4	

Other current assets	Other current assets	33	36
Licenses			
Licenses			
Licenses	Licenses	639	638
Property, plant and equipment, net	Property, plant and equipment, net	122	115
Operating lease right-of-use assets	Operating lease right-of-use assets	43	41
Other assets and deferred charges	Other assets and deferred charges	470	478
Total assets	Total assets	\$ 1,969	\$ 2,041
Liabilities	Liabilities		
Liabilities			
Liabilities			
Current liabilities	Current liabilities		
Current liabilities	Current liabilities	\$ 29	\$ 92
Long-term operating lease liabilities	Long-term operating lease liabilities	38	36
Other deferred liabilities and credits	Other deferred liabilities and credits	27	28
Total liabilities ¹	Total liabilities ¹	\$ 94	\$ 156

¹ Total liabilities does not include amounts borrowed under the receivables securitization agreement. See Note 9 – Debt for additional information.

Unconsolidated VIEs

TDS manages the operations of and holds a variable interest in certain other limited partnerships, but is not the primary beneficiary of these entities, and therefore does not consolidate them into the TDS financial statements under the variable interest model.

TDS' total investment in these unconsolidated entities was \$6 million at both March 31, 2024 and \$4 million at September 30, 2023 and December 31, 2022 December 31, 2023, respectively, and is included in Investments in unconsolidated entities in TDS' Consolidated Balance Sheet. The maximum exposure from unconsolidated VIEs is limited to the investment held by TDS in those entities.

Other Related Matters

TDS made contributions, loans or advances to its VIEs totaling \$276 million and \$291 million, during \$207 million for both the nine three months ended September 30, 2023 March 31, 2024 and 2022, respectively, 2023, of which \$244 million \$187 million in 2023 2024 and \$269 million \$193 million in 2022, 2023, are related to USCC EIP LLC as discussed above. TDS may agree to make additional capital contributions and/or advances to these or other VIEs and/or to their general partners to provide additional funding for their operations or the development of wireless spectrum licenses granted in various auctions. TDS may finance such amounts with a combination of cash on hand, borrowings under its revolving credit or receivables securitization agreements and/or other long-term debt. There is no assurance that TDS will be able to obtain additional financing on commercially reasonable terms or at all to provide such financial support.

The limited partnership agreement of Advantage Spectrum also provides the general partner with a put option whereby the general partner may require the limited partner, a subsidiary of UScellular, to purchase its interest in the limited partnership. In June 2022, the limited partnership agreement was amended and the general partner's The put option related to its interest in Advantage Spectrum had two exercise periods. The general partner's put option was has not exercised during the first exercise period and will be exercisable again in the third quarter of 2024. The greater of the carrying value of the general partner's investment or the value of the put option, net of any borrowings due to TDS, is recorded as Noncontrolling interests with redemption features in TDS' Consolidated Balance Sheet. Also in accordance with GAAP, minority share of income or changes in the redemption value of the put option, net of interest accrued on the loans, are recorded as a component of Net income (loss) attributable to noncontrolling interests, net of tax, in TDS' Consolidated Statement of Operations. been exercised.

Note 119 Noncontrolling Interests

The following schedule discloses the effects of Net income attributable to TDS shareholders and changes in TDS' ownership interest in UScellular on TDS' equity:

Nine Months Ended September 30, 2023 2022		Three Months Ended March 31,		2024	2023
Three Months Ended March 31,		Three Months Ended March 31,			
(Dollars in millions)	(Dollars in millions)	(Dollars in millions)			
Net income attributable to TDS shareholders	Net income attributable to TDS shareholders	\$ 6	\$ 87		
Transfers (to) from noncontrolling interests	Transfers (to) from noncontrolling interests				
Change in TDS' Capital in excess of par value from UScellular's issuance of UScellular shares	Change in TDS' Capital in excess of par value from UScellular's issuance of UScellular shares	(33)	(19)		
Change in TDS' Capital in excess of par value from UScellular's repurchases of UScellular shares	—	21			
Change in TDS' Capital in excess of par value from UScellular's issuance of UScellular shares					
Change in TDS' Capital in excess of par value from UScellular's issuance of UScellular shares					
Net transfers (to) from noncontrolling interests					
Net transfers (to) from noncontrolling interests					
Net transfers (to) from noncontrolling interests	Net transfers (to) from noncontrolling interests	(33)	2		
Net income attributable to TDS shareholders after transfers (to) from noncontrolling interests	Net income attributable to TDS shareholders after transfers (to) from noncontrolling interests	\$(27)	\$ 89		

Note 120 Business Segment Information

UScellular and TDS Telecom are billed for services they receive from TDS, consisting primarily of information processing, accounting, finance, and general management services. Such billings are based on expenses specifically identified to UScellular and TDS Telecom and on allocations of common expenses. Management believes the method used to allocate common expenses is reasonable and that all expenses and costs applicable to UScellular and TDS Telecom are reflected in the accompanying business segment information.

Financial data for TDS' reportable segments for the three **and nine** month periods ended, or as of **September 30, 2023** **March 31, 2024** and **2022**, **2023**, is as follows. See Note 1 — Basis of Presentation for additional information.

Three Months Ended or as of		Corporate, TDS Eliminations			
September 30, 2023	UScellular	Telecom	and Other	Total	
Three Months Ended or as of		Three Months Ended or as of March 31, 2024			
March 31, 2024		UScellular	TDS	Telecom	Corporate, Eliminations and Other
(Dollars in millions)	(Dollars in millions)				(Dollars in millions)
Operating revenues	Operating revenues				Operating revenues
Service	Service	\$ 762	\$ 256	\$ 25	\$ 1,043
Equipment and product sales	Equipment and product sales	201	—	34	235
Total operating revenues	Total operating revenues	963	256	59	1,278
Cost of services (excluding Depreciation, amortization and accretion reported below)	Cost of services (excluding Depreciation, amortization and accretion reported below)	185	107	19	311
Cost of equipment and products	Cost of equipment and products	228	—	28	256
Selling, general and administrative	Selling, general and administrative	333	82	17	432
Depreciation, amortization and accretion	Depreciation, amortization and accretion	159	61	5	225
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	1	6	(1)	6
(Gain) loss on asset disposals, net					
(Gain) loss on asset disposals, net					
(Gain) loss on license sales and exchanges, net					
(Gain) loss on license sales and exchanges, net					
(Gain) loss on license sales and exchanges, net					
Operating income (loss)	Operating income (loss)	57	—	(9)	48
Equity in earnings of unconsolidated entities	Equity in earnings of unconsolidated entities	40	—	—	40
Interest and dividend income	Interest and dividend income	3	1	1	5
Interest expense	Interest expense	(50)	2	(14)	(62)
Interest expense					
Interest expense					

Other, net					
Income (loss)	Income (loss)				
before income	before income				
taxes	taxes	50	4	(23)	31
Income tax expense	Income tax expense				
(benefit)	(benefit)	27	—	—	27
Net income (loss)	Net income (loss)	23	4	(23)	4
Add back:	Add back:				
Depreciation, amortization and accretion	Depreciation, amortization and accretion	159	61	5	225
Depreciation, amortization and accretion	Depreciation, amortization and accretion				
Expenses related to strategic alternatives review	Expenses related to strategic alternatives review	3	—	1	4
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	1	6	(1)	6
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net				
(Gain) loss on license sales and exchanges, net	(Gain) loss on license sales and exchanges, net				
(Gain) loss on license sales and exchanges, net	(Gain) loss on license sales and exchanges, net				
(Gain) loss on license sales and exchanges, net	(Gain) loss on license sales and exchanges, net				
Interest expense	Interest expense				
Interest expense	Interest expense	50	(2)	14	62
Income tax expense	Income tax expense				
(benefit)	(benefit)	27	—	—	27
Adjusted EBITDA₁	Adjusted EBITDA₁	\$ 263	\$ 68	\$ (3)	\$ 328
Investments in unconsolidated entities	Investments in unconsolidated entities	\$ 477	\$ 4	\$ 39	\$ 520
Investments in unconsolidated entities	Investments in unconsolidated entities				
Total assets	Total assets	\$ 10,749	\$ 3,315	\$ 350	\$ 14,414
Capital expenditures	Capital expenditures	\$ 111	\$ 172	\$ 2	\$ 285

	UScellular	TDS Telecom	Other	Corporate, Eliminations and Total
Three Months Ended or as of September 30, 2022				
(Dollars in millions)				
Operating revenues				
Service	\$ 781	\$ 256	\$ 24	\$ 1,061
Equipment and product sales	302	—	29	331
Total operating revenues	1,083	256	53	1,392
Cost of services (excluding Depreciation, amortization and accretion reported below)	197	109	20	326
Cost of equipment and products	354	—	23	377
Selling, general and administrative	369	81	12	462
Depreciation, amortization and accretion	177	53	4	234
(Gain) loss on asset disposals, net	1	3	—	4
Operating income (loss)	(15)	10	(6)	(11)
Equity in earnings of unconsolidated entities	40	—	—	40
Interest and dividend income	2	1	1	4
Interest expense	(42)	2	(6)	(46)
Income (loss) before income taxes	(15)	13	(11)	(13)
Income tax expense (benefit)	(3)	3	(3)	(3)
Net income (loss)	(12)	10	(8)	(10)
Add back:				
Depreciation, amortization and accretion	177	53	4	234
(Gain) loss on asset disposals, net	1	3	—	4
Interest expense	42	(2)	6	46
Income tax expense	(3)	3	(3)	(3)
Adjusted EBITDA¹	\$ 205	\$ 66	\$ —	\$ 271
Investments in unconsolidated entities	\$ 461	\$ 4	\$ 38	\$ 503
Total assets	\$ 11,056	\$ 2,949	\$ 474	\$ 14,479
Capital expenditures	\$ 136	\$ 166	\$ 3	\$ 305

	UScellular	TDS Telecom	Other	Corporate, Eliminations and Total
Nine Months Ended or as of September 30, 2023				
(Dollars in millions)				
Operating revenues				
Service	\$ 2,289	\$ 766	\$ 73	\$ 3,128
Equipment and product sales	617	1	102	720
Total operating revenues	2,906	767	175	3,848
Cost of services (excluding Depreciation, amortization and accretion reported below)	557	319	57	933
Cost of equipment and products	708	—	86	794
Selling, general and administrative	1,020	244	44	1,308
Depreciation, amortization and accretion	490	180	11	681
(Gain) loss on asset disposals, net	14	8	—	22
Operating income (loss)	117	15	(22)	110
Equity in earnings of unconsolidated entities	121	—	1	122
Interest and dividend income	8	3	5	16
Interest expense	(147)	6	(37)	(178)
Other, net	—	1	—	1

Income (loss) before income taxes	99	25	(53)	71
Income tax expense (benefit)	56	6	(7)	55
Net income (loss)	43	19	(46)	16
Add back:				
Depreciation, amortization and accretion	490	180	11	681
Expenses related to strategic alternatives review	3	—	1	4
(Gain) loss on asset disposals, net	14	8	—	22
Interest expense	147	(6)	37	178
Income tax expense (benefit)	56	6	(7)	55
Adjusted EBITDA¹	\$ 753	\$ 207	\$ (4)	\$ 956
Capital expenditures	\$ 462	\$ 434	\$ 10	\$ 906

Nine Months Ended or as of September 30, 2022		TDS	Corporate, Eliminations	UScellular	Telecom	Corporate, Eliminations and Other	Total	
Three Months Ended or as of March 31, 2023		Three Months Ended or as of March 31, 2023			UScellular	TDS Telecom	Corporate, Eliminations and Other	Total
(Dollars in millions)	(Dollars in millions)		(Dollars in millions)					
Operating revenues	Operating revenues							
Service	Service							
Service	Service	\$ 2,351	\$ 763	\$ 72	\$ 3,186			
Equipment and product sales	Equipment and product sales	769	1	100	870			
Total operating revenues	Total operating revenues	3,120	763	173	4,056			
Cost of services (excluding Depreciation, amortization and accretion reported below)	Cost of services (excluding Depreciation, amortization and accretion reported below)	574	308	54	936			
Cost of equipment and products	Cost of equipment and products	887	1	79	967			
Selling, general and administrative	Selling, general and administrative	1,032	231	37	1,300			
Depreciation, amortization and accretion	Depreciation, amortization and accretion	520	158	13	691			
Loss on impairment of licenses	Loss on impairment of licenses	3	—	—	3			
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	9	4	—	13			
(Gain) loss on sale of business and other exit costs, net	(Gain) loss on sale of business and other exit costs, net	(1)	—	—	(1)			

(Gain) loss on asset disposals, net					
(Gain) loss on asset disposals, net					
Operating income (loss)					
Operating income (loss)					
Operating income (loss)	Operating income (loss)	96	61	(10)	147
Equity in earnings of unconsolidated entities	Equity in earnings of unconsolidated entities	122	—	1	123
Interest and dividend income	Interest and dividend income	5	1	4	10
Interest expense	Interest expense	(115)	5	(8)	(118)
Other, net		—	1	—	1
Interest expense					
Interest expense					
Income (loss) before income taxes					
Income (loss) before income taxes					
Income (loss) before income taxes	Income (loss) before income taxes	108	68	(13)	163
Income tax expense (benefit)	Income tax expense (benefit)	46	18	(2)	62
Net income (loss)	Net income (loss)	62	51	(12)	101
Add back:					
Depreciation, amortization and accretion	Depreciation, amortization and accretion	520	158	13	691
Loss on impairment of licenses		3	—	—	3
Depreciation, amortization and accretion					
Depreciation, amortization and accretion					
(Gain) loss on asset disposals, net	(Gain) loss on asset disposals, net	9	4	—	13
(Gain) loss on sale of business and other exit costs, net		(1)	—	—	(1)
(Gain) loss on asset disposals, net					
(Gain) loss on asset disposals, net					
Interest expense	Interest expense	115	(5)	8	118
Income tax expense (benefit)		46	18	(2)	62
Interest expense					
Interest expense					

Income tax expense	
Adjusted	Adjusted
EBITDA ¹	EBITDA ¹ \$ 754 \$ 226 \$ 7 \$ 987
Investments in unconsolidated entities	
Investments in unconsolidated entities	
Investments in unconsolidated entities	
Total assets	
Capital	Capital
expenditures	expenditures \$ 541 \$ 391 \$ 6 \$ 938

Numbers may not foot due to rounding.

- ¹ Adjusted earnings before interest, taxes, depreciation, amortization and accretion (Adjusted EBITDA) is a segment measure reported to the chief operating decision maker for purposes of assessing the segments' performance. Adjusted EBITDA is defined as net income, adjusted for the items set forth in the reconciliation above. TDS believes Adjusted EBITDA is a useful measure of TDS' operating results before significant recurring non-cash charges, gains and losses, and other items as presented above as they provide it provides additional relevant and useful information to investors and other users of TDS' financial data in evaluating the effectiveness of its operations and underlying business trends in a manner that is consistent with management's evaluation of business performance.

Telephone and Data Systems, Inc. Additional Required Information

Controls and Procedures

Evaluation of Disclosure Controls and Procedures

TDS maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act) that are designed to ensure that information required to be disclosed in its reports filed or submitted under the Exchange Act is processed, recorded, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to TDS' management, including its principal executive officer and principal financial officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

As required by SEC Rules 13a-15(b), TDS carried out an evaluation, under the supervision and with the participation of management, including its principal executive officer and principal financial officer, of the effectiveness of the design and operation of TDS' disclosure controls and procedures as of the end of the period covered by this Quarterly Report. Based on this evaluation, TDS' principal executive officer and principal financial officer concluded that TDS' disclosure controls and procedures were effective as of September 30, 2023 March 31, 2024, at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There have been no changes in internal controls over financial reporting that have occurred during the three months ended September 30, 2023 March 31, 2024, that have materially affected, or are reasonably likely to materially affect, TDS' internal control over financial reporting.

Legal Proceedings

In April 2018, the United States Department of Justice (DOJ) notified TDS that it was conducting inquiries of UScellular and TDS under the federal False Claims Act relating to UScellular's participation in wireless spectrum license auctions 58, 66, 73 and 97 conducted by the FCC. UScellular is or was a limited partner in several limited partnerships which qualified for the 25% bid credit in each auction. The investigation arose from civil actions under the Federal False Claims Act brought by private parties in the U.S. District Court for the Western District of Oklahoma. In November and December 2019, following the DOJ's investigation, the DOJ informed TDS and UScellular that it would not intervene in the above-referenced actions. Subsequently, the private party plaintiffs decided to continue the actions on their own. In July 2020, these actions were transferred to the U.S. District Court for the District of Columbia. In March 2023, the District Court for the District of Columbia granted UScellular's motions to dismiss the two actions. The private party plaintiffs are appealing the district court's decisions to grant the motions to dismiss. The appeals are pending before the U.S. Court of Appeals for the D.C. Circuit. TDS and UScellular believe that UScellular's arrangements with the limited partnerships and the limited partnerships' participation in the FCC auctions complied with applicable law and FCC rules. At this time, TDS cannot predict the outcome of any proceeding.

On May 2, 2023, a putative stockholder class action was filed against TDS and UScellular and certain current and former officers and directors in the United States District Court for the Northern District of Illinois. An Amended Complaint was filed on September 1, 2023, which names TDS, UScellular, and certain current UScellular officers and directors as defendants, and alleges that certain public statements made between May 6, 2022 and November 3, 2022 (the "potential class period") regarding, among other things, UScellular's business strategies to address subscriber demand, violated Section 10(b) and 20(a) of the Securities Exchange Act of 1934. The plaintiff seeks to represent a class of stockholders who purchased TDS equity securities during the potential class period and demands unspecified monetary damages. TDS is unable at this time to determine whether the outcome of this action would have a material impact on its results of operations, financial condition, or cash flows. TDS intends to contest plaintiffs' claims vigorously on the merits.

Refer to the disclosure under Legal Proceedings in TDS' Form 10-K for the year ended December 31, 2022, for additional information. Other than as described above, there December 31, 2023. There have been no material changes to such information since December 31, 2022 December 31, 2023.

Unregistered Sales of Equity Securities and Use of Proceeds

On August 2, 2013, the Board of Directors of TDS authorized, and TDS announced by Form 8-K, a \$250 million stock repurchase program for TDS Common Shares. Depending on market conditions, such shares may be repurchased in compliance with Rule 10b-18 of the Exchange Act, pursuant to Rule 10b5-1 under the Exchange Act, or pursuant to accelerated share repurchase arrangements, prepaid share repurchases, private transactions or as otherwise authorized. This authorization does not have an expiration date. TDS did not determine to terminate the foregoing Common Share repurchase program, or cease making further purchases thereunder, during the **third** first quarter of **2023, 2024**.

The maximum dollar value of shares that may yet be purchased under this program was \$132 million as of **September 30, 2023** **March 31, 2024**. There were no purchases made by or on behalf of TDS, and no open market purchases made by any "affiliated purchaser" (as defined by the SEC) of TDS, of TDS Common Shares during the quarter covered by this Form 10-Q.

Other Information

Term Loan Agreement

On May 1, 2024 (Effective Date), Telephone and Data Systems, Inc. (TDS) entered into a \$375 million unsecured Credit Agreement (Credit Agreement) among TDS as Borrower, the lenders from time to time party thereto, Oaktree Fund Administration, LLC, as Administrative Agent, and Oaktree Capital Management, L.P., as sole lead arranger and sole bookrunner.

The Credit Agreement provides TDS with an initial loan of \$300 million, less original issue discount, on the Effective Date (the Initial Loan) and a delayed draw term loan credit facility, available until November 3, 2025, in an aggregate principal amount at any time outstanding not to exceed \$75 million. The proceeds will be used for general corporate purposes including the advancement of TDS' Telecom's fiber build program. Borrowings under the delayed draw term loan credit facility are available for up to 18 months after the effective date of the Credit Agreement, subject to TDS' Consolidated Leverage Ratio (as described below) being equal to or less than 4.00 to 1.00 after giving effect to such loans on a pro forma basis.

Borrowings under the Credit Agreement bear interest at a secured overnight financing rate (SOFR) plus 7.00%. Prepayments of the loans under the Credit Agreement are subject to the payment of the then applicable prepayment fee amount.

As more fully described in the Credit Agreement, the financial covenant described below is included in the Credit Agreement:

- Consolidated Leverage Ratio (the ratio of Consolidated Funded Indebtedness to Consolidated EBITDA) may not be greater than the following as of the end of any fiscal quarter:
 - April 1, 2024 through and including March 31, 2025: 4.50 to 1.00
 - April 1, 2025 and thereafter: 4.25 to 1.00

The indebtedness under the Credit Agreement is unsecured and is not guaranteed by any subsidiary of TDS. The Credit Agreement includes representations and warranties, covenants, events of default and other terms and conditions that are substantially similar to TDS' existing term loan and revolving credit agreements or otherwise customary for similar unsecured credit facilities.

The Credit Agreement requires TDS to make prepayments of the outstanding indebtedness thereunder to the extent of the net cash proceeds from the receipt of cash dividends or distributions in excess of \$1,000,000,000 resulting from any disposition by United States Cellular Corporation or any of United States Cellular Corporation's subsidiaries, subject to certain limitations and exceptions.

Upon the occurrence and during the continuance of an event of default under the Credit Agreement, including upon the occurrence of a Change of Control, as such term is defined in the Credit Agreement, of TDS, the required lenders and the Administrative Agent may require all borrowings outstanding under the Credit Agreement to be repaid.

Quarterly principal payments of the outstanding borrowings on the Initial Loan amount multiplied by 0.25% are required beginning in September 2024. Commencing with the first full fiscal quarter following the initial borrowing of the delayed draw amount, quarterly principal payments of the outstanding borrowings on the delayed draw multiplied by 0.25% will be required. The maturity date of the Credit Agreement is May 1, 2029.

The foregoing brief description does not purport to be complete and is qualified in its entirety by reference to the copy of the Credit Agreement attached hereto as Exhibit 4.1, which is incorporated herein by reference.

Rule 10b5-1 Trading Arrangements

During the three months ended **September 30, 2023** **March 31, 2024**, none of TDS' directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) has adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (each as defined in Item 408 of Regulation S-K under the 1934 Act).

Exhibits

Exhibit Number	Description of Documents
Exhibit 3.1	TDS Amended and Restated Bylaws are hereby incorporated by reference to Exhibit 3.1 to TDS' Current Report on Form 8-K dated October 13, 2023.
Exhibit 4.1	Second Amendment to First Amended and Restated Credit Agreement among TDS, Wells Fargo National Association, as administrative agent, and the other lenders thereto, dated as of September 15, 2023.
Exhibit 4.2	Second Amendment to Amended and Restated Credit Agreement, among TDS, CoBank, ACB, as administrative agent, and the other lenders thereto, dated as of September 15, 2023.
Exhibit 4.3	Second Amendment to Credit Agreement, between TDS as Borrower and Export Development Canada as Lender, dated as of September 15, 2023.
Exhibit 4.4	Senior Secured Credit Agreement among TDS, Wells Fargo National Association, as administrative agent, and the other lenders thereto, dated as of September 28, 2023, including the form of Guaranty and Security Agreement is hereby incorporated by reference to Exhibit 4.1 to TDS' Current Report on Form 8-K dated September 28, 2023.
Exhibit 4.5	Third Amendment to First Amended and Restated Credit Agreement, among UScellular, Toronto Dominion (Texas) Oaktree Fund Administration, LLC, as administrative agent, and the other lenders thereto, dated as of September 15, 2023 May 1, 2024.
Exhibit 10.1	United States Cellular Corporation 2024 Officer Annual Incentive Plan effective January 1, 2024, is hereby incorporated by reference to Exhibit 4.1 10.1 to UScellular's Current Report on Form 8-K dated March 14, 2024.
Exhibit 10.2	Form of UScellular 2022 Long-Term Incentive Plan 2024 Performance Award Agreement is hereby incorporated by reference to Exhibit 10.2 to UScellular's Quarterly Report on Form 10-Q for the period ended September 30, 2023 March 31, 2024.
Exhibit 4.6 10.3	Third Amendment to Third Amended and Restated Credit Form of UScellular 2022 Long-Term Incentive Plan 2024 Restricted Stock Unit Award Agreement among UScellular, CoBank, ACB, as administrative agent, and the other lenders thereto, dated as of September 15, 2023, is hereby incorporated by reference to Exhibit 4.2 10.3 to UScellular's Quarterly Report on Form 10-Q for the period ended September 30, 2023 March 31, 2024.
Exhibit 4.7	Second Amendment to Senior Term Loan Credit Agreement, among UScellular, Toronto Dominion (Texas) LLC, as administrative agent, and the other lenders thereto, dated as of September 15, 2023, is hereby incorporated by reference to Exhibit 4.3 to UScellular's Quarterly Report on Form 10-Q for the period ended September 30, 2023.
Exhibit 4.8	Second Amendment to Credit Agreement, among UScellular, Citibank, N.A. as administrative agent, Global Coordinator, Mandated Lead Arranger and a Lender, Export Development Canada as Mandated Lead Arranger and a Lender, and the other lenders thereto, dated as of September 15, 2023, is hereby incorporated by reference to Exhibit 4.4 to UScellular's Quarterly Report on Form 10-Q for the period ended September 30, 2023.
Exhibit 10.1	Omnibus Amendment No. 4 to Amended and Restated Series 2017-VFN Indenture Supplement, Amended and Restated Note Purchase Agreement and Transfer and Servicing Agreement and Supplemental Indenture No. 6 to Master Indenture dated September 27, 2023 among USCC Master Note Trust, U.S. Bank National Association, as Indenture Trustee, USCC Services, LLC, USCC Receivables Funding LLC, USCC EIP LLC, and Royal Bank of Canada, as administrative agent for owners of the notes is hereby incorporated by reference to Exhibit 10.1 to UScellular's Quarterly Report on Form 10-Q for the period ended September 30, 2023.
Exhibit 31.1	Principal executive officer certification pursuant to Rule 13a-14 of the Securities Exchange Act of 1934.
Exhibit 31.2	Principal financial officer certification pursuant to Rule 13a-14 of the Securities Exchange Act of 1934.
Exhibit 32.1	Principal executive officer certification pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code.
Exhibit 32.2	Principal financial officer certification pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code.
Exhibit 101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the inline XBRL document.
Exhibit 101.SCH	Inline XBRL Taxonomy Extension Schema Document
Exhibit 101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document
Exhibit 101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document
Exhibit 101.LAB	Inline XBRL Taxonomy Label Linkbase Document
Exhibit 101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
Exhibit 104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the inline document.

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Signatures

Signatures

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TELEPHONE AND DATA SYSTEMS, INC.

(Registrant)

Date: November May 3, 2023 2024

/s/ LeRoy T. Carlson, Jr.

LeRoy T. Carlson, Jr.
President and Chief Executive Officer
(principal executive officer)

Date: November May 3, 2023 2024

/s/ Vicki L. Villarez

Vicki L. Villarez
Executive Vice President and Chief Financial Officer
(principal financial officer)

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Exhibit 4.1

SECOND AMENDMENT TO FIRST AMENDED AND RESTATED CREDIT AGREEMENT

\$375,000,000

Credit Agreement

Dated as of May 1, 2024

Among

THIS SECOND AMENDMENT TO FIRST AMENDED Telephone and Data Systems, Inc.,
as the Borrower,
Oaktree Fund Administration, LLC,
as the Administrative Agent,

The Lenders Party Hereto

and

Oaktree Capital Management, L.P.,
as Sole Lead Arranger and Sole Bookrunner

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10.17	Electronic Execution of Assignments and Certain Other Documents
10.18	PATRIOT Act
10.19	Time of the Essence
10.20	Designation as Senior Debt
10.21	FCC Approval
10.22	Entire Agreement
10.23	[Reserved]
10.24	Acknowledgement and Consent to Bail-In of Affected Financial Institutions

SCHEDULES

- 1.01(a) Special Entities; Non Subsidiary Variable Interest Entities
- 1.01(b) Existing Receivables Securitization Documents
- 2.01 Commitments and Applicable Percentages
- 5.13 Subsidiaries; Other Equity Investments
- 7.01 Existing Liens
- 7.03 Existing Indebtedness
- 7.07 Existing Transactions with Affiliates
- 10.02 Administrative Agent's Office; Certain Addresses for Notices

EXHIBITS

- Form of**
- A Committed Loan Notice
 - B Note
 - C Compliance Certificate
 - D-1 Assignment and Assumption
 - D-2 [Reserved]
 - E Opinion Matters
 - F [Reserved]
 - G U.S. Tax Compliance Certificates
 - H [Reserved]
 - I [Reserved]
 - J Prepayment Notice

TELEPHONE AND RESTATED DATA SYSTEMS, INC. CREDIT AGREEMENT

This CREDIT AGREEMENT (this "Amendment Agreement") is entered into as of September 15, 2023 May 1, 2024, among TELEPHONE AND DATA SYSTEMS, INC., a Delaware corporation (the "Borrower"), the other Loan Parties, each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, Oaktree Fund Administration, LLC, as Administrative Agent (as defined below).

WHEREAS, the Borrower has requested that the Lenders provide to the Borrower (a) commitments to fund a delayed draw term loan credit facility in an aggregate principal amount at any time outstanding not to exceed \$75,000,000, and (b) a term loan facility in an aggregate principal amount equal to \$300,000,000, all as more particularly set forth in, and subject to the terms and conditions of, this Agreement. In consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I. DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Adjusted Term SOFR" means, with respect to any SOFR Borrowing denominated in Dollars for any Interest Period, an interest rate per annum equal to Term SOFR for such interest Period; provided that if Adjusted Term SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Administrative Agent" means Oaktree Fund Administration, LLC in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address as set forth on Schedule 10.02, or such other address as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, in relation to the Borrower or any of its Subsidiaries, any Person that would be considered to be an affiliate of the Borrower or any of its Subsidiaries under Rule 144(a) of the Rules and Regulations of the Securities and Exchange Commission, as in effect on the Closing Date, if the Borrower or any of its Subsidiaries were issuing securities; and, in relation to any Lender or any other Person, any Person directly or indirectly Controlling, Controlled by or under direct or indirect common Control with the Lender or such other Person.

"Aggregate Commitments" means the Commitments of all the Lenders.

"Agreement" has the meaning specified in the introductory paragraph hereto.

"Anti-Terrorism Laws" means any Laws relating to financing terrorism, "know your customer" or money laundering, including Executive Order No. 13224, the Patriot Act, the Laws comprising or implementing the Bank Secrecy Act, and the Laws administered by the United States Treasury Department's Office of Foreign Assets Control.

"Applicable Percentage" means with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Commitments represented by such Lender's Commitment at such time provided that, in the case of Section 2.12 with respect to payments to be distributed by the Administrative Agent to Lenders, when a Defaulting Lender shall exist, "Applicable Percentage" shall mean the percentage of the Aggregate Commitment (disregarding any Defaulting Lender's Commitment) represented by such Lender's Commitment at such time. If the commitment of each Lender to make Loans has been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Applicable Rate" means (a) with respect to Term Loan A-1s and Term Loan A-2s that are SOFR Loans, 7.00%, (b) with respect to Term Loan A-1s and Term Loan A-2s that are Base Rate Loans, 6.00% and (c) with respect to the commitment fee described in Section 2.07(a), 3.00%.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and L/C Issuer, an assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit D-1 or any other form approved by the Administrative Agent.

R E C "Attributable Indebtedness" means, on any date, (a) in respect of any capital lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a capital lease.

"Audited Financial Statements" means the audited consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2023, and the related consolidated statements of operations, common stockholders' equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if the then-current Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(e).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I T of the United Kingdom Banking Act of 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the sum of 1/2 of 1% plus the Federal Funds Rate for such day, (b) the Prime Rate for such day and (c) the sum of (i) 1.00% plus (ii) Adjusted Term SOFR (for an Interest Period of three months, determined in accordance with subsection (b) of the definition of Term SOFR).

"Base Rate Committed Loan" means a Committed Loan that is a Base Rate Loan.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Base Rate Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR".

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(b).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR;

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Borrower" has the meaning specified in the introductory paragraph hereto.

"**Borrower Materials**" has the meaning specified in Section 6.02.

"**Borrowing**" means a Committed Borrowing.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York.

"**Carlson Family Group**" means any and all of the following persons: (a) LeRoy T. Carlson or his spouse, Margaret Carlson; (b) any child, grandchild, great grandchild or other lineal descendant of LeRoy T. Carlson and Margaret Carlson, including any Person with such relationship by adoption, or the spouse of any such Person; (c) the estate of any of the Persons described in subsections (a) and (b); (d) any trust or similar arrangement; provided that Persons described in subsections (a), (b), or (c) are the beneficiaries of more than fifty percent (50%) of the beneficial interests in such trust or arrangement; (e) the voting trust which expires on June 30, 2035, as amended from time to time, or any successor to such voting trust, including the trustees of such voting trust; and (f) any corporation, partnership, limited liability company or other entity in which Persons identified in subsections (a) through (e) own more than fifty percent (50%) of the voting interests in the election of directors or other management of such entity.

"**Cash Equivalents**" means any of the following types of Investments, to the extent owned by the Borrower or any of its Subsidiaries free and clear of all Liens:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof; provided that the full faith and credit of the United States of America (including, without limitation, the Federal Deposit Insurance Corporation) is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that is a member of the Federal Reserve System and whose deposits are fully insured by the Federal Deposit Insurance Corporation;

(c) commercial paper in an aggregate amount of no more than \$20,000,000 per issuer outstanding at any time issued by any Person organized under the laws of any state of the United States of America and rated at least "P-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P or at least "F-1" (or the then equivalent grade) by Fitch, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A **L S**: by S&P, A2 by Moody's or A by Fitch;

(e) demand deposit accounts maintained in the ordinary course of business;

(f) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended from time to time, (ii) are rated "AAA" by S&P, "Aaa" by Moody's or "AAA" by Fitch and (iii) have portfolio assets of at least \$1,000,000,000; and

(g) Investments, classified in accordance with GAAP as current assets of the Borrower or any of its Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from any of Moody's, S&P or Fitch, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b), (c) and (d) of this definition.

A. The "**Change in Law**" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted, implemented or issued.

"**Change of Control**" means the occurrence of any of the following:

(a) any event or series of related events (including (i) the sale or issuance (or series of sales or issuances) of Equity Interests of the Borrower by the Borrower or by any holder or holders thereof, or (ii) any merger, consolidation, recapitalization, reorganization or other transaction or arrangement) as a result of which the Carlson Family Group shall together cease to be "beneficial owners" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting interests in the Borrower having the voting power, by class or through a combined total voting power of all classes of Equity Interests of the Borrower, to elect at least a majority of the members of the board of directors of the Borrower;

(b) any "Change in Control" or any other similar event under and as defined in any of the instruments governing any Indebtedness of the Borrower or of any of its Subsidiaries in an aggregate principal amount exceeding \$100,000,000 shall at any time occur; or

(c) an event or series of events by which during any period of 12 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body.

"**Class**" means, (a) when used in reference to any Loan, whether such Loan is a Term Loan A-1 or a Term Loan A-2, (b) when used in reference to any Commitment, whether such Commitment is a Term Loan A-1 Commitment or a Term Loan A-2 Commitment and (c) when used in reference to any Lender, whether such Lender is a Term Loan A-1 Lender or a Term Loan A-2 Lender.

"Closing Date" means May 1, 2024.

"CoBank" means CoBank, ACB.

"CoBank Guaranty Release Period" means the "Guaranty Release Period" as defined under the CoBank Term Loan Facility as of the Closing Date.

"CoBank Term Loan Facility" means that certain Amended and Restated Credit Agreement dated as of July 30, 2021, among the Borrower, CoBank, as the administrative agent and certain other lenders and financial institutions party thereto from time to time, as the same has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof to the extent permitted under the Loan Documents.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations related thereto.

"Commitment" means, as to each Lender, the aggregate of its Term Loan A-1 Commitments and its Term Loan A-2 Commitments.

"Committed Borrowing" means a borrowing consisting of simultaneous Committed Loans of the same Type and, in the case of SOFR Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

"Committed Loan Notice" means a written notice of (a) a Committed Borrowing, (b) a conversion of Committed Loans from one Type to the **Swing Line** other, or (c) a continuation of SOFR Loans, pursuant to Section 2.02(a), which, shall be substantially in the form of Exhibit A or any other form approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"Committed Loans" means, collectively, all Term Loan A-1s and all Term Loan A-2s.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C or any other form approved by the Administrative Agent.

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.05 and other technical, administrative or operational matters) that the Administrative Agent decides, in consultation with the Borrower, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides, in consultation with the Borrower, that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides, in consultation with the Borrower, is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, for any period, an amount equal to the sum of, without duplication, (a) Consolidated Net Income for such period plus (b) to the extent received in cash during such period and not already included in the Consolidated Net Income for such period, distributions from unconsolidated entities in which the Borrower directly or indirectly owns an Equity Interest plus (c) the following to the extent each was deducted in calculating such Consolidated Net Income: (i) Consolidated Interest Charges for such period, (ii) the provision for federal, state, local and foreign income taxes payable by the Borrower and its Subsidiaries for such period (net of any federal, state, local and foreign income tax credits of the Borrower and its Subsidiaries for such period), (iii) depreciation, amortization and accretion expense and all other non-cash charges deducted from Consolidated Net Income for such period which do not represent a cash item in such period and minus (d) to the extent included in calculating such Consolidated Net Income, all non-cash items increasing Consolidated Net Income for such period; provided that, notwithstanding the foregoing, in no event shall any gain realized by the Borrower or any Subsidiary as a result of the purchase of Indebtedness of the Borrower or any Subsidiary for less than the face value of such Indebtedness be included in Consolidated EBITDA; and provided further that, notwithstanding the foregoing, that (1) when and to the extent that non-cash charges described in clause (c)(ii) above become cash paid items, such amounts shall be deducted from Consolidated EBITDA and (2) when and to the extent that non-cash items described in clause (d) above become cash received items, such amounts shall be added to Consolidated EBITDA.

"Consolidated Funded Indebtedness" means, as of any date of determination, for the Borrower and its Subsidiaries on a consolidated basis and without duplication, the sum of (a) the outstanding principal amount of all obligations, whether current or long-term, for borrowed money (including Obligations hereunder) and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments (including, without limitation, all purchase money Indebtedness and all direct obligations arising under letters of credit (including standby and commercial), bankers' acceptances, bank guarantees, surety bonds and similar instruments); (b) all obligations incurred as the deferred purchase price of property or services (other than (i) trade payables entered into in the ordinary course of business pursuant to ordinary terms and (ii) ordinary course of business purchase price adjustments and earnouts); (c) all reimbursement and other payment obligations with respect to letters of credit, bankers' acceptances, surety bonds and other similar documents; (d) all obligations evidenced by promissory notes, bonds, debentures or other similar instruments, including all obligations so evidenced that are incurred in connection with the acquisition of property or any business; (e) all indebtedness created under any conditional sale or other title retention agreements or sales of accounts receivable; (f) all non-recourse indebtedness of the kind described in clause (a) through clause (e) secured by Liens on property of the obligor; (g) Attributable Indebtedness in respect of capital leases and Synthetic Lease Obligations; (h) net obligations under any Swap Contract; (i) all Indebtedness of the types referred to in subsections (a) through (h) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which the Borrower or a Subsidiary is a general partner or party to such a joint venture (other than a limited partner in a limited partnership), unless such Indebtedness is expressly made non-recourse to the Borrower or such Subsidiary and (j) all Guarantees in respect of

indebtedness of the kind described in clause (a) through clause (h) above; excluding up to \$25,000,000 in the aggregate of contingent liabilities of the Borrower and its Subsidiaries which are not required by GAAP to be recorded on the balance sheet of the Borrower and its Subsidiaries. For all purposes of this Agreement, the term "Consolidated Funded Indebtedness" shall not include, with respect to the Borrower and its Subsidiaries, the contractual and other similar obligations of the Borrower and its Subsidiaries with respect to any Monetization Transactions.

"Consolidated Interest Charges" means, for any period, for the Borrower and its Subsidiaries on a consolidated basis, the aggregate amount of interest required to be paid or payable in cash by the Borrower or any of its Subsidiaries during such period on all Consolidated Funded Indebtedness of the Borrower or any of its Subsidiaries outstanding during all or any part of such period, whether such interest was or is required to be reflected as an item of expense or capitalized, including that portion of rent expense treated as interest in accordance with GAAP in respect of capital lease obligations (including, without duplication, the interest for rental payments made with respect to Sale and Leaseback Transactions) and expressly including (a) any commitment fee payable pursuant to Section 2.07 and (b) any other scheduled commitment fee, facility fee, utilization fee or other scheduled fee payable by the Borrower or any Subsidiary in connection with Consolidated Funded Indebtedness of the Borrower or any Subsidiary.

"Consolidated Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness as of such date to (b) Consolidated EBITDA for the period of the four fiscal quarters most recently ended; provided that, notwithstanding the foregoing, for the purposes of determination of the Consolidated Leverage Ratio, in no event shall any financial results of any Non-Subsidiary Variable Interest Entity be included in such determination, except to the extent Indebtedness of any such Non-Subsidiary Variable Interest Entity is required by subsection (i) of the definition of Consolidated Funded Indebtedness to be included therein.

"Consolidated Net Income" means, for any period, for the Borrower and its Subsidiaries on a consolidated basis, the net income of the Borrower and its Subsidiaries (excluding extraordinary gains and extraordinary losses) for that period, determined in accordance with GAAP; provided that, notwithstanding anything herein to the contrary, net income attributable to Non-Subsidiary Variable Interest Entities shall be excluded from the calculation of Consolidated Net Income.

"Consolidated Total Assets" means, as at any date, all assets of the Borrower and its Subsidiaries determined on a consolidated basis in accordance with GAAP.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any material agreement, material instrument or other material undertaking to which such Person is a party or by which it or any material amount of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **"Controlling"** and **"Controlled"** have meanings correlative thereto.

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Debt Rating" means, as of any date of determination, the S&P Rating, Moody's Rating or Fitch Rating (collectively, such ratings referred to as the "**Debt Ratings**").

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate, if any, applicable to Base Rate Loans plus (c) 2% per annum; provided, however, that with respect to a SOFR Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means, subject to Section 2.12(b), any Lender that (a) has failed to (i) fund all or any portion of the L/C Issuer Committed Loans required to be funded by it hereunder within two Business Days of the date such Loans were required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written

request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the FDIC or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.12(b)) upon delivery of written notice of such determination to the Borrower and each Lender.

"Designated Jurisdiction" means any country or territory that is itself the target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic).

"Disposition" or **"Dispose"** means any sale, transfer, or other disposition of any property by any Person, including without limitation (a) any Sale and Leaseback Transaction and (b) any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Dollar" and **"\$"** mean lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of any political subdivision of the United States.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegate) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Record" has the meaning assigned to that term in, and shall be interpreted in accordance with, 15 U.S.C. 7006.

"Electronic Signature" has the meaning assigned to that term in, and shall be interpreted in accordance with, 15 U.S.C. 7006.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.06(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

"Environmental Laws" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any of its Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means, with respect to any Person, all of the outstanding shares of capital stock of (or other ownership or profit interests in) such Person, all of the outstanding warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the outstanding securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other outstanding ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not the shares underlying such warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) with respect to a Pension Plan or

Multiemployer Plan that does not hold assets that, as of the termination date, equal or exceed its "benefit liabilities", as such term is defined in Section 4001(a)(16) of ERISA, the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

"Erroneous Payment" has the meaning assigned thereto in [Section 9.13\(a\)](#).

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning specified in [Section 8.01](#).

"Excluded Subsidiary" means Suttle-Straus, Inc., a Wisconsin corporation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under [Section 3.06](#) or [10.13](#)) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to [Section 3.01\(a\)\(ii\)](#), [\(a\)\(iii\)](#) or (c), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with [Section 3.01\(e\)](#) and (d) any withholding Taxes imposed pursuant to FATCA.

"Existing Credit Facilities" means each of (i) the U.S. Cellular Credit Facilities, (ii) the Revolving Loan Facility, (iii) the CoBank Term Loan Facility, (iv) the Export Loan Facility and (v) the Secured Term Loan Facility (and each, an **"Existing Credit Facility"**).

"Existing Receivables Securitization" means any transaction evidenced by the documents listed on [Schedule 1.01\(b\)](#) and in effect on or prior to the Closing Date.

"Export Loan Facility" means that certain Credit Agreement dated as of November 9, 2022, among the Borrower, Export Development Canada as Lender (as defined therein) and certain other lenders and financial institutions party thereto from time to time, as has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof to the extent permitted under the Loan Documents.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

"FCC" means The Federal Communications Commission (or any successor agency, commission, bureau, department or other political subdivision) of the United States.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) of the quotations for the day for such transactions received by the Administrative Agent from three depository institutions of recognized standing selected by it; provided, further, that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be equal to zero for the purposes of this Agreement.

"Fee Letter" means the fee letter, dated as of May 1, 2024, between the Borrower and the Administrative Agent, as has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof.

"Fitch" means Fitch Ratings, Inc., and any successor thereto.

"Fitch Rating" means, at any time, the rating issued by Fitch and then in effect with respect to the Borrower's public corporate credit rating.

"Floor" means the rate floor of two percent (2.00%) initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to Adjusted Term SOFR and the Base Rate.

"Foreign Lender" means any Lender that is organized under the Laws of a jurisdiction other than the United States, each State thereof and the District of Columbia.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"GAAP" means, except to the extent provided in [Section 1.03](#), generally accepted accounting principles in the United States as in effect from time to time and set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" means, as to any Person without duplication, (a) any payment obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness payable by another Person (the **"primary obligor"**) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness of the payment of such Indebtedness, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness of any other Person, whether or not such Indebtedness is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term **"Guarantee"** shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary payment obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term **"Guarantee"** as a verb has a corresponding meaning.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"HMT" has the meaning specified in the definition of Sanctions.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under any Swap Contract;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and, in each case, not past due for more than 120 days after the date on which such trade account payable was due (unless such trade account is the subject of a good faith dispute), and (ii) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) capital leases and Synthetic Lease Obligations;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment, in each case, solely to the extent such payment is required to be made in cash, in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends;
- (h) all obligations of such Person (i) to pay deferred compensation to employees, (ii) with respect to purchase price adjustments on acquisitions and (iii) to return customer deposits, but only in each case to the extent that any such obligation described in subsection (i), (ii) or (iii) preceding remains unpaid for more than 120 days after the date on which such obligation was to be paid (unless such obligation is the subject of a good faith dispute), and
- (i) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include, without duplication, the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a party to such a joint venture (other than a limited partner in a limited partnership), unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any capital lease or Synthetic Lease Obligation as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnitees" has the meaning specified in [Section 10.04\(b\)](#).

"Information" has the meaning specified in [Section 10.07](#).

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date.

"Interest Period" means, as to each SOFR Loan, the period commencing on the date such SOFR Loan is disbursed or converted to or continued as a SOFR Loan and ending on the date three months thereafter; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(iii) no Interest Period shall extend beyond the Maturity Date; and

(iv) no tenor that has been removed from this definition pursuant to [Section 3.03](#) shall be available for specification in such Committed Loan Notice.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests, debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor Guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such investment.

"IRS" means the United States Internal Revenue Service.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lead Arranger" means Oaktree Capital Management, L.P.

"Lender" has the meaning specified in the introductory paragraph hereto.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's administrative questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means an extension of credit by a Lender to the Borrower under [Article II](#) in the form of a Committed Loan.

"Loan Documents" means this Agreement, each Note, the Fee Letter and the VCOC Letter.

"Make-Whole Amount" means the present value of the sum of (a) the Applicable Rate that would have been payable for Adjusted Term SOFR applicable to the portion of Term Loan A-1 or Term Loan A-2 being prepaid or repaid plus (b) the greater of (i) the Floor and (ii) Adjusted Term SOFR for an Interest Period of three months in effect as of the date on which the applicable notice of prepayment or repayment is given, in each case calculated as a rate per annum on the amount of the principal of the Term Loan A-1 or Term Loan A-2 prepaid or repaid from the date of such prepayment or repayment until the first anniversary of the Closing Date plus (c) 103.0% of the aggregate principal amount thereof (in each case, computed on the basis of actual days elapsed over a year of 360 days and using a discount rate equal to U.S. Treasury notes with a maturity closest to the first anniversary of the Closing Date plus 50 basis points).

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the financial condition or business of the Borrower and its Subsidiaries taken as a whole; or (b) a material impairment of the rights and remedies of the Administrative Agent or any Lender under any Loan Document; or (c) a material impairment of the ability of the Borrower to perform its obligations under any Loan Document; or (d) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Loan Document.

"Material Domestic Subsidiary" means any direct Domestic Subsidiary of the Borrower that is a Material Subsidiary; provided, however, that none of U.S. Cellular or the Excluded Subsidiary nor any of their Subsidiaries shall be a Material Domestic Subsidiary.

"Material Subsidiary" means any Subsidiary that is directly or indirectly owned by the Borrower and whose total assets constitute at least 1% of Consolidated Total Assets or whose gross revenues determined in accordance with GAAP constitute at least 1% of the consolidated gross revenues of the Borrower and its Subsidiaries calculated in accordance with GAAP, and "Material

Subsidiaries" means collectively each Material Subsidiary.

"**Maturity Date**" means the earlier of (a) the date of acceleration of the Obligations in accordance with Section 8.02 and (b) May 1, 2029; provided, however, that, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"**Monetization Transaction**" means, with respect to any Specified Equity Interests owned by the Borrower or any of its Subsidiaries, any transaction, agreement, device or arrangement (A) which results in the Borrower or any Subsidiary receiving payments on account of entering into contractual or other similar obligations and granting rights in, to or with respect to such Specified Equity Interests, or (B) by which the Borrower or any Subsidiary hedges against price fluctuation with respect to such Specified Equity Interests.

"**Moody's**" means Moody's Investors Service, Inc. and any successor thereto.

"**Moody's Rating**" means, at any time, the rating issued by Moody's and then in effect with respect to the Borrower's public corporate credit rating.

"**Multiemployer Plan**" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"**Net Proceeds**" means with respect to any dividend or distribution received by the Borrower pursuant to a Prepayment Event (Distributions), the excess, if any, of (i) the sum of cash received by the Borrower in connection with such dividend or distribution over (ii) the sum of (A) without duplication, to the extent otherwise paid by the Borrower or any of its Subsidiaries, (1) the reasonable and customary out-of-pocket expenses incurred by the Borrower or any of its Subsidiaries in connection with the applicable Disposition (including reasonable broker's fees or commissions, legal, accounting and professional and transactional fees) and (2) the related income taxes reasonably estimated to be actually payable within two years of the date of such Disposition and (B) without duplication, the related income taxes reasonably estimated to be actually payable within two years of the date of receipt of such dividend or distribution; provided that, if the amount of any such estimated taxes exceeds the amount of taxes actually required to be paid in cash in respect of such Disposition or dividend or distribution, as applicable, the aggregate amount of such excess shall constitute Net Proceeds.

"**Non-Defaulting Lender**" means, at any time, each Lender that is not a Defaulting Lender at such time.

"**Non-Subsidiary Variable Interest Entity**" means, at any time, a Variable Interest Entity that is not a Subsidiary. Schedule 1.01(a) identifies the entities that are Non-Subsidiary Variable Interest Entities as of the Closing Date.

"**Note**" means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit B.

"**Obligations**" means all advances to, and debts, liabilities, obligations, covenants and duties of the Borrower arising under any Loan Document or otherwise with respect to any Loan, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**Ordinary Capital Expenditures**" means, with respect to any Special Entity or Subsidiary, capital expenditures incurred in the ordinary course of business consistent with past practices that are either related to maintenance or are ordinary course acquisitions that are identified with an existing and ongoing project of such Special Entity or Subsidiary.

"**Organization Documents**" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"**Other Connection Taxes**" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"**Other Taxes**" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06 or 10.13).

"Outstanding Amount" means with respect to any Class of Committed Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Class of Committed Loans occurring on such date.

"Participant" has the meaning specified in [Section 10.06\(d\)](#).

"Participant Register" has the meaning specified in [Section 10.06\(d\)](#).

"Patriot Act" has the meaning specified in [Section 5.18\(a\)](#).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Periodic Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR".

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"Platform" has the meaning specified in [Section 6.02](#).

"Prepayment Event (Distributions)" means the receipt by the Borrower of cash dividends or distributions approved by the Board of Directors of U.S. Cellular to the extent constituting the distribution of proceeds of any Disposition received by U.S. Cellular or any of U.S. Cellular's Subsidiaries pursuant to a Disposition permitted under Section 7.05(e), (f), or (g) of the U.S. Cellular Revolving Loan Facility and outside the ordinary course of business.

"Prepayment Notice" means a written notice of prepayment of Committed Loans pursuant to [Section 2.03\(a\)](#), which shall be substantially in the form of [Exhibit J](#) or any other form approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"Prepayment Threshold (Distributions)" means \$1,000,000,000.

"Prime Rate" means a variable rate of interest per annum equal to the "U.S. prime rate" as reported on such day in the Money Rates Section of the Eastern Edition of *The Wall Street Journal*, or if the Eastern Edition of *The Wall Street Journal* is not published on such day, such rate as last published in the Eastern Edition of *The Wall Street Journal*. In the event the Eastern Edition of *The Wall Street Journal* ceases to publish such rate or an equivalent on a regular basis, the term "Prime Rate" shall be determined on any day by reference to such other regularly published average prime rate for such date applicable to such commercial banks as is acceptable to the Administrative Agent in its sole discretion. Any change in Prime Rate shall be automatic, without the necessity of notice provided to the Borrower or any other Person.

"Pro Forma Basis" means, for purposes of calculating Consolidated EBITDA for any period during which one or more Specified Transactions occurs, that such Specified Transaction (and all other Specified Transactions that have been consummated during the applicable period) shall be deemed to have occurred as of the first day of the applicable period of measurement and all income statement items (whether positive or negative) attributable to the property or Person disposed of in a Specified Disposition shall be excluded and all income statement items (whether positive or negative) attributable to the property or Person acquired in a Specified Acquisition shall be included (provided that such income statement items to be included are reflected in financial statements or other financial data reasonably acceptable to the Administrative Agent and based upon reasonable assumptions and calculations which are expected to have a continuing impact).

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Lender" has the meaning specified in [Section 6.02](#).

"Receivables Securitization" means any (a) secured lending or other financing facility entered into by a Securitization Entity solely for the purpose of purchasing or financing Securitization Assets of U.S. Cellular and/or its Subsidiaries; provided that (i) no portion of the Indebtedness or any other obligations (contingent or otherwise) of such Securitization Entity (A) is Guaranteed by, recourse to or otherwise obligates the Borrower or any of its Subsidiaries (except pursuant to Standard Securitization Undertakings or the Recourse Guaranty) or (B) subjects any property or asset of the Borrower or any other Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof (except Standard Securitization Undertakings or the Recourse Guaranty), (ii) such Securitization Entity engages in no business and incurs no Indebtedness or other liabilities or obligations other than those related to or incidental to such facility, (iii) other than the initial Investment in such facility (which may, for avoidance of doubt, include Standard Securitization Undertakings) neither the Borrower nor any of its other Subsidiaries is required to make additional Investments in connection with such facility, (iv) none of the Borrower or any other Subsidiary has any material contract, agreement, arrangement or understanding with such Securitization Entity (except pursuant to Standard Securitization Undertakings or the Recourse Guaranty), (v) neither the Borrower nor any of its Subsidiaries (except such Securitization Entity) has any obligation to maintain such Securitization Entity's financial condition or cause such Securitization Entity to achieve certain levels of operating results, and (vi) no Event of Default exists as of the effective date of such secured lending or other financing facility or (b) Existing Receivables Securitization. On or prior to the entry into a Receivables Securitization under clause (a) of the preceding sentence, the Borrower shall

deliver to the Administrative Agent a certificate executed by a Responsible Officer of the Borrower (I) evidencing the designation of a Subsidiary as a Securitization Entity by the Board of Directors of U.S. Cellular and (II) certifying that such Receivables Securitization complies with the foregoing conditions.

"Recipient" means the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder.

"Recourse Guaranty" means any general recourse guarantee by U.S. Cellular or any of its Subsidiaries of Indebtedness pursuant to a Receivables Securitization, which guarantee is either unsecured or secured solely by a pledge of the Equity Interests of the Securitization Entity that is a party to such Receivables Securitization, and only to the extent that such guaranty is permitted by the U.S. Cellular Revolving Loan Facility.

"Register" has the meaning specified in [Section 10.06\(c\)](#).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, advisors and representatives of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means the FRB and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB and/or the Federal Reserve Bank of New York or any successor thereto.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Required Lenders" means, as of any date of determination, (a) Lenders having more than 50% of (x) the Aggregate Commitments plus (y) the Total Outstandings or, (b) if the commitment of each Lender to make Loans has expired or has been terminated pursuant to [Section 2.04](#) and/or [Section 8.02](#), Lenders holding in the aggregate more than 50% of the Total Outstandings; provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the President and Chief Executive Officer, Executive Vice President and Chief Financial Officer, Vice President and Treasurer, or Vice President-Controller and Chief Accounting Officer of the Borrower and, solely for purposes of notices given pursuant to [Article II](#), any other officer or employee of the Borrower so designated by any two of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the Borrower designated in or pursuant to an agreement between the Borrower and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of the Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of the Borrower and such Responsible Officer shall be conclusively presumed to have acted on behalf of the Borrower.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interest, or on account of any return of capital to the Borrower's stockholders, partners or members (or the equivalent Person thereof).

"Revolving Loan Facility" means that certain First Amended and Restated Credit Agreement dated as of July 20, 2021 as, among the Borrower, Wells Fargo Bank, National Association, as the administrative agent and certain other lenders and financial institutions party thereto from time to time, as the same has been and may be further amended, restated, extended, supplemented, replaced, refinanced extended or otherwise modified from time to time in accordance with the terms thereof to the extent permitted under the Loan Documents.

"S&P" means Standard and Poor's Rating Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

"S&P Rating" means, at any time, the rating issued by S&P, and then in effect with respect to the Borrower's public corporate credit rating.

"Sale and Leaseback Transaction" means any arrangement with any Person providing for the leasing (as lessee) by the Borrower or any of its Subsidiaries of any property (the primary purpose of the transaction of which such lease is a part is not to provide funds to or financing for the Borrower or any Subsidiary), which property has been or is to be sold or transferred by the Borrower or any Subsidiary to a Subsidiary or any other Person in contemplation of or in connection with such arrangement.

"Sanction(s)" means any economic or financial sanctions or trade embargoes imposed, administered or enforced by the United States Government (including without limitation, OFAC or the U.S. Department of State), the United Nations Security Council, the European Union, any Member State of the European Union, His Majesty's Treasury ("HMT") or other relevant sanctions authority.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Term Loan Facility" means that certain Senior Secured Credit Agreement dated as of September 28, 2023, among the Borrower, Wells Fargo Bank, National Association, as the administrative agent and certain other lenders and financial institutions party thereto from time to time, as the same has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof to the extent permitted under the Loan Documents.

"Securitization Assets" means accounts receivable of U.S. Cellular or any of its Subsidiaries arising from equipment installment plans and other similar consumer equipment financing arrangements, and any assets related thereto including, without limitation, all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, the proceeds of such accounts receivable and other assets which are customarily transferred, or in respect of which security interests are customarily granted, in connection with securitizations involving such accounts receivable.

"Securitization Entity" means, as to U.S. Cellular, or any of its Subsidiaries, any bankruptcy-remote, special purpose corporation, partnership, trust, limited liability company or other business entity that is formed by and will remain wholly-owned by U.S. Cellular or any of its Subsidiaries for the sole and exclusive purpose of purchasing or financing Securitization Assets pursuant to a Receivables Securitization and which is designated by the Board of Directors of U.S. Cellular as a Securitization Entity in accordance with the terms of this Agreement.

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Borrowing" means, as to any Borrowing, the SOFR Loans comprising such Borrowing.

"SOFR Loan" means a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c) of the definition of "Base Rate".

"Special Entity" means a Person (other than a Subsidiary) (a) listed on Schedule 1.01(a) and in existence on the Closing Date or (b) created after the Closing Date and with respect to which (i) the Borrower or any Subsidiary has made an equity Investment and directly or indirectly owns a minority interest, or any Special Entity has made an Investment and directly or indirectly owns an interest and (ii) the Borrower has delivered prior written notice to the Administrative Agent of the creation of such Special Entity and its designation as a Special Entity.

"Specified Acquisition" means (a) any acquisition for consideration equal to or greater than \$50,000,000 or (b) any other acquisition designed as a "Specified Acquisition" by the Borrower in the applicable Compliance Certificate.

"Specified Disposition" means (a) any Disposition having gross sales proceeds equal to or greater than \$50,000,000 or (b) any other Disposition designed as a "Specified Disposition" by the Borrower in the applicable Compliance Certificate.

"Specified Equity Interests" means Equity Interests owned by the Borrower or any of its Subsidiaries in any Person or Persons that (a) are not directly, or indirectly through one or more intermediaries, Controlled by the Borrower or by any of its Subsidiaries and (b) are either disclosed on Schedule 5.13, or acquired by the Borrower after the Closing Date in connection with an acquisition expressly permitted under Section 7.02 or a divestiture expressly permitted under Section 7.05.

"Specified Transactions" means (a) any Specified Disposition and (b) any Specified Acquisition.

"Standard Securitization Undertakings" means representations, warranties, covenants, indemnities and other obligations, including with respect to servicing obligations (provided that, in no event shall any such obligations constitute Indebtedness) made or provided by U.S. Cellular or any of its Subsidiaries in connection with a Receivables Securitization (a) of a type and on terms customary for comparable transactions and of a character appropriate for the assets being securitized and (b) which have been negotiated at arm's length with an unaffiliated third party; provided that any such undertaking by and between U.S. Cellular or any of its Subsidiaries and a Securitization Entity shall be excluded from the requirement in this clause (b) if (i) clause (a) is satisfied and (ii) such undertaking is in connection with a Receivables Securitization involving an unaffiliated third party.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise Controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower. For the avoidance of doubt, no Non-Subsidiary Variable Interest Entity shall be considered a "Subsidiary" hereunder for any purpose other than solely as contemplated by Section 1.03(c).

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in subsection (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Synthetic Lease Obligation" means the monetary obligation of a Person in connection with a transaction that is (a) treated and accounted for as a lease in the financial statements of such Person but (b) treated and accounted for as indebtedness in the tax statements of such Person, but in any case which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Term Loan A-1**" has the meaning specified in [Section 2.01\(a\)](#).

"**Term Loan A-1 Commitment**" means, as to each Lender, its obligation to make Term Loan A-1s to the Borrower pursuant to [Section 2.01\(a\)](#), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on [Schedule 2.01](#) or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of the Closing Date, the aggregate Term Loan A-1 Commitments are \$300,000,000.

"**Term Loan A-1 Lender**" means each Lender having a Term Loan A-1 Commitment or who has funded or purchased all or a portion of a Term Loan A-1 in accordance with the terms hereof.

"**Term Loan A-2**" has the meaning specified in [Section 2.01\(b\)](#).

"**Term Loan A-2 Availability Period**" means, with respect to the Term Loan A-2 Commitments, the period from and including the Closing Date to the earliest of (a) the Term Loan A-2 Termination Date, (b) the date of termination of all such Term Loan A-2 Commitments pursuant to [Section 2.04\(a\)](#), and (c) the date of termination of the commitment of each Lender to make Loans pursuant to [Section 8.02](#).

"**Term Loan A-2 Commitment**" means, as to each Lender, its obligation to make Term Loan A-2s to the Borrower pursuant to [Section 2.01\(b\)](#), in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on [Schedule 2.01](#) or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of the Closing Date, the aggregate Term Loan A-2 Commitments are \$75,000,000.

"**Term Loan A-2 Lender**" means each Lender having a Term Loan A-2 Commitment or who has funded or purchased all or a portion of a Term Loan A-2 in accordance with the terms hereof.

"**Term Loan A-2 Termination Date**" means November 1, 2025; provided, however, that if such date is not a Business Day, the Term Loan A-2 Termination Date shall be the next preceding Business Day.

"**Term SOFR**" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of three months on the day (such day, the "**Base Rate Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

"**Threshold Amount**" means, on any date of determination and calculated as of the last day of the fiscal quarter for which financial statements were most recently delivered by the Borrower pursuant to [Section 6.01\(a\)](#) or [6.01\(b\)](#), as applicable, an amount equal to 7.5% of Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended.

"**Total Outstanding**" means the aggregate Outstanding Amount of all Loans.

"**Type**" means, with respect to a Committed Loan, its character as a Base Rate Loan or a SOFR Loan.

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"United States" and **"U.S."** mean the United States of America.

"U.S. Cellular" means United States Cellular Corporation.

"U.S. Cellular Credit Facilities" means the U.S. Cellular Revolving Loan Facility, the U.S. Cellular Senior Term Loan Facility, the U.S. Cellular Term Loan Facility and the U.S. Cellular Export Loan Facility.

"U.S. Cellular Export Loan Facility" means that certain Credit Agreement, dated as of December 17, 2021, by and among U.S. Cellular, as the borrower thereunder, Citibank, N.A., as administrative agent, global coordinator, a mandated lead arranger and a lender, and the other lenders party thereto from time to time, as the same has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof.

"U.S. Cellular Revolving Loan Facility" means that certain Credit Agreement, dated as of July 20, 2021, among U.S. Cellular, Toronto Dominion (Texas) LLC as the administrative agent and the lenders party thereto from time to time, as the same has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof.

"U.S. Cellular Senior Term Loan Facility" means that certain Senior Term Loan Credit Agreement, dated as of December 9, 2021, by and among U.S. Cellular, as the borrower thereunder, Toronto Dominion (Texas), LLC, as administrative agent and a lender, and the other lenders party thereto from time to time, as the same has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof.

"U.S. Cellular Term Loan Facility" means that certain Third Amended and Restated Credit Agreement, dated as of July 30, 2021, by and among U.S. Cellular, as the borrower thereunder, CoBank, as administrative agent and a lender, and the other lenders party thereto from time to time, as the same has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Person" means a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning given such term in Section 3.01(e)(ii)(B)(III).

"Variable Interest Entity" means any variable interest entity that the Borrower is required to consolidate at any time pursuant to FASB ASC 810 - Consolidation. Schedule 1.01(a) identifies the entities that are Non-Subsidiary Variable Interest Entities as of the Closing Date. Schedule 5.13 identifies the entities that are Variable Interest Entities that are Subsidiaries as of the Closing Date.

"VCOC Letter" means that certain Management Rights Agreement, dated as of the Closing Date, among the Borrower, certain Lenders and certain Affiliates thereof, and the Administrative Agent, as the same has been and may be further amended, restated, extended, supplemented, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof.

"wholly-owned" means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (i) director's qualifying shares and (ii) shares issued to foreign nationals to the extent required by applicable law) are owned by such Person and/or by one or more wholly-owned Subsidiaries of such Person.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. Capitalized With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "**include**," "**includes**" and "**including**" shall be deemed to be followed by the phrase "**without limitation**." The word "**will**" shall be construed to have the same meaning and effect as the word "**shall**." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise

modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "**hereeto**," "**herein**," "**hereof**" and "**hereunder**," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law, including Anti-Terrorism Laws, Debtor Relief Laws, the Code, the Commodity Exchange Act, ERISA, the Patriot Act, the Securities Exchange Act of 1934, the Uniform Commercial Code, the Investment Company Act of 1940, the Trading with the Enemy Act of the United States or any of the foreign assets control regulations of the United States Treasury Department, shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "**asset**" and "**property**" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "**from**" means "**from and including**"; the words "**to**" and "**until**" each mean "**to but excluding**"; and the word "**through**" means "**to and including**".

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms.

(a) **Generally.** All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied on a consistent basis, as in effect from time to time and in a manner consistent with that used in preparing the audited financial statements required by Section 6.01, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

(b) **Changes in GAAP.** Unless the Borrower shall otherwise have provided the meanings ascribed to them notice set forth in the Credit Agreement.

B. The next sentence, if at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document (including, without limitation, the adoption of International Financial Reporting Standards by U.S. companies), and either the Borrower or the other Loan Parties, Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders now desire financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to amend such change in GAAP. Notwithstanding any other provision to the Credit contrary herein, all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the effectiveness of FASB ASC 842 shall continue to be accounted for as operating leases for purposes of all financial definitions and calculations for purpose of this Agreement (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with FASB ASC 842 (on a prospective or retroactive basis or otherwise) to amend be treated as capital lease obligations in the negative covenant financial statements.

(c) **Consolidation of Variable Interest Entities.** All references herein to consolidated financial statements of the Borrower and its Subsidiaries or to the determination of any amount for the Borrower and its Subsidiaries on a consolidated basis or any similar reference shall, in each case, be deemed to include each Non-Subsidiary Variable Interest Entity even though such Non-Subsidiary Variable Interest Entity is not a Subsidiary as defined herein. For the avoidance of doubt, Subsidiaries that are Variable Interest Entities are included in the consolidated financial statements of the Borrower and its Subsidiaries and are included in the determination of any amount for the Borrower and its Subsidiaries on a consolidated basis or any similar reference.

1.04 **Rounding.** Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 **Times of Day.** Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 **Pro Forma Calculations.** For purposes of making financial calculations to determine compliance with Section 7.10, (a) with respect to Dispositions.

NOW, THEREFORE, in any (i) acquisition by the Borrower or any of its Subsidiaries for consideration of less than \$50,000,000 and (ii) with respect to Dispositions by the premises Borrower or its Subsidiaries having gross sales proceeds of less than \$50,000,000, Consolidated EBITDA may, at the option of the Borrower upon notice to the Administrative Agent as indicated in the applicable Compliance Certificate, be adjusted on a Pro Forma Basis and (b) with respect to (i) any Specified Acquisition by the covenants, Borrower or any of its Subsidiaries and (ii) with respect to any Specified Dispositions by the Borrower or its Subsidiaries, (A) Consolidated EBITDA shall be adjusted on a Pro Forma Basis and (B) the Borrower shall, concurrently with the delivery of the Compliance Certificate referred to in Section 6.02(b), deliver a certificate of the Borrower signed by the chief executive officer, chief financial officer, chief accounting officer, treasurer or controller of the Borrower attaching financial data and calculations reasonably acceptable to the Administrative Agent setting forth such pro forma calculations in reasonable detail.

1.07 **Divisions.** For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.08 Rates. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II. THE COMMITMENTS

2.01 Committed Loans.

(a) **Term Loan A-1.** Subject to the terms and conditions set forth herein and in reliance relying upon the representations and warranties, in each case contained herein, the parties hereto agree hereby as follows:

ARTICLE I

Section 1.01 AMENDMENTS.

(a) Effective as of the date hereof, the phrase "Make any Disposition or enter into any agreement to make any Disposition, except:" in the first sentence of Section 7.05 of the Credit Agreement is replaced in its entirety with "Make any Disposition except:".

ARTICLE II

Section 2.01 REPRESENTATIONS AND WARRANTIES TRUE; NO EVENT OF DEFAULT. By its execution and delivery hereof, the Borrower and each other Loan Party, as applicable, represents and warrants that, as of the date hereof:

(a) the representations and warranties of the Borrower set forth herein and in the other Loan Parties, Documents, each Term Loan A-1 Lender severally agrees to make a term loan (collectively, the "Term Loan A-1") to the Borrower on the Closing Date in an aggregate principal amount not to exceed the amount of such Term Loan A-1 Lender's Commitment. The Borrower may not prepay under Section 2.03 and reborrow under this Section 2.01(a). The Term Loan A-1s may be a Base Rate Loan or SOFR Loan, as further provided herein.

(b) **Term Loan A-2.** Subject to the terms and conditions hereof and relying upon the representations and warranties of the Borrower set forth herein and in the other Loan Documents, each Term Loan A-2 Lender severally agrees to make term loans (each such term loan, a "Term Loan A-2") to the Borrower from time to time, on any Business Day during the Term Loan A-2 Availability Period, in an aggregate principal amount as the Borrower shall request not to exceed at any time outstanding the amount of such Term Loan A-2 Lender's Term Loan A-2 Commitment; provided, however, that after giving effect to any Term Loan A-2, (i) the aggregate Outstanding Amount of all Term Loan A-2s shall not exceed the aggregate Term Loan A-2 Commitments and (ii) the aggregate Outstanding Amount of the Term Loan A-2s of any Term Loan A-2 Lender shall not exceed such Term Loan A-2 Lender's Term Loan A-2 Commitment. The Borrower may not prepay under Section 2.03 and reborrow under this Section 2.01(b). The Term Loan A-2s may be a Base Rate Loan or SOFR Loan, as further provided herein.

2.02 Borrowings, Conversions and Continuations of Committed Loans.

(a) Each Committed Borrowing, each conversion of Committed Loans from one Type to the other, and each continuation of SOFR Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which shall be given by a Committed Loan Notice. Each such Committed Loan Notice must be received by the Administrative Agent not later than 1:00 p.m. (i) three U.S. Government Securities Business Days prior to the requested date of any Borrowing of, conversion to or continuation of SOFR Loans or of any conversion of SOFR Loans to Base Rate Committed Loans, and (ii) three Business Days prior to the requested date of any Borrowing of Base Rate Committed Loans; provided, however, that if the Borrower wishes to request SOFR Loans having an Interest Period other than three months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 1:00 p.m. four U.S. Government Securities Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 1:00 p.m., three U.S. Government Securities Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each Borrowing of, conversion to or continuation of Term Loan A-1s constituting SOFR Loans shall be in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof. Each Borrowing of or conversion of Term Loan A-1s constituting Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof. Each Borrowing of, conversion of or continuation of a Term Loan A-2 (whether or not such Term Loan A-2 constitutes as a SOFR Loan or a Base Rate Loan) shall be in a principal amount of \$50,000,000 or in increments of \$10,000,000 in excess thereof. Each Committed Loan Notice shall specify (i) whether the Borrower is requesting a Committed Borrowing, a conversion of Committed Loans from one Type to the other, or a continuation of SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the Class of the Committed Loans to be borrowed, converted or continued, (iv) the principal amount of Committed Loans to be borrowed, converted or continued, (v) the Type of Committed Loans to be borrowed or to which existing Committed Loans are to be converted, and (vi) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Committed Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Committed Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of SOFR Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of three months.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. In the case of a Committed Borrowing, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 3:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.01, Section 4.02 and Section 4.03, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent by wire transfer of such funds in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period for such SOFR Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as SOFR Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for SOFR Loans selected hereunder upon the determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change. Failure to deliver any such notice shall not affect the effectiveness of any such interest rate or result in any liability to the Administrative Agent.

(e) After giving effect to all Committed Borrowings, all conversions of Committed Loans from one Type to the other, and all continuations of Committed Loans as the same Type, there shall not be more than ten Interest Periods in effect with respect to Committed Loans.

2.03 Prepayments.

(a) Voluntary. The Borrower may, upon written notice to the Administrative Agent, at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) a Prepayment Notice must be received by the Administrative Agent not later than 11:00 a.m. (A) three Business Days prior to any date of prepayment of SOFR Loans and (B) one Business Day prior to the date of prepayment of Base Rate Committed Loans; (ii) any prepayment of SOFR Loans shall be in a principal amount of \$5,000,000 or a whole multiple of \$1,000,000 in excess thereof; and (iii) any prepayment of Base Rate Committed Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each Prepayment Notice shall specify the date and amount of such prepayment and the Type(s) of Committed Loans to be prepaid and, if SOFR Loans are to be prepaid, the Interest Period(s) of such Loans. Notwithstanding anything to the contrary contained in this Agreement, the Borrower may rescind or postpone any Prepayment Notice under this Section 2.03(a) if such prepayment would have resulted from a refinancing of this Agreement, which refinancing shall not be consummated or otherwise shall be delayed (subject to payment by the Borrower of amounts owed under Section 3.05 occurring as a result of such notice).

(b) Mandatory. No later than the second Business Day (or such later date as may be approved by the Administrative Agent in its sole discretion) following the date of receipt by the Borrower of any Net Proceeds from any Prepayment Event (Distributions) in an aggregate amount in excess of the Prepayment Threshold (Distributions) (calculated on a cumulative basis from and after September 28, 2023), the Borrower shall provide written notice to the Administrative Agent thereof. No later than the seventh Business Day (or such later date as may be approved by the Administrative Agent in its sole discretion) following the date of receipt by the Borrower of any Net Proceeds from any Prepayment Event (Distributions) (calculated on a cumulative basis from and after September 28, 2023), the Borrower shall prepay the Outstanding Amounts in an aggregate amount equal to the difference of (x) 100% of all such aggregate Net Proceeds and (y) the Prepayment Threshold (Distributions) (calculated on a cumulative basis from and after September 28, 2023).

(c) Applications of Prepayments. So long as no Event of Default has occurred and is then continuing, all prepayments permitted pursuant to this Section 2.03 shall be applied to the remaining unpaid installments of principal of the Committed Loans as directed by the Borrower; provided that, if the Borrower fails to direct the application of any such prepayments, such prepayments shall be applied to the unpaid installments of principal of the Committed Loans in the inverse order of scheduled maturities.

(d) Generally. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any repayment or prepayment of a Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.12, each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

2.04 Termination or Reduction of Commitments.

(a) Voluntary. The Borrower may, upon written notice to the Administrative Agent, terminate the aggregate Term Loan A-2 Commitments, or from time to time permanently reduce the aggregate Term Loan A-2 Commitments, without premium or penalty (except those amounts payable by the Borrower under Section 3.05 which shall be paid by the Borrower); provided that (i) any such notice shall be received by the Administrative Agent not later than 1:00 p.m. five Business Days prior to the date of termination or reduction, and (ii) any such partial reduction shall be in an aggregate amount of \$10,000,000 or any whole multiple of \$1,000,000 in excess thereof. Notwithstanding the foregoing, the Borrower may rescind or postpone any notice of termination of the Term Loan A-2 Commitments if such termination would have resulted from a refinancing of this Agreement, which refinancing shall not be consummated or otherwise shall be delayed (subject to payment by the Borrower of amounts owed under Section 3.05 occurring as a result of such notice).

(b) Mandatory.

(i) Term Loan A-1 Commitment. The Term Loan A-1 Commitments shall be automatically and permanently terminated on the Closing Date, after giving effect to any Committed Borrowings pursuant to Section 2.01(a).

(ii) Term Loan A-2 Commitment. The Term Loan A-2 Commitments shall be automatically and permanently (A) concurrently with any Borrowing thereunder, reduced on a dollar-for-dollar basis in an amount equal to such Borrowing and (B) terminated upon the expiration of the Term Loan A-2 Availability Period, after giving effect to any Committed

Borrowings pursuant to Section 2.01(b).

(c) Generally. The Administrative Agent will promptly notify the Lenders of any such notice of termination or reduction of the Term Loan A-2 Commitments. Any reduction of the Term Loan A-2 Commitments shall be applied to the Commitment of each Lender according to its Applicable Percentage. All fees accrued until the effective date of any termination of the Term Loan A-2 Commitments shall be paid on the effective date of such termination.

2.05 Repayment of Loans. In addition to any prepayments made pursuant to Section 2.03 (any such prepayments pursuant to Section 2.03 to be applied to any remaining unpaid principal installments of the Committed Loans set forth below as specified in Section 2.03(c)), the Borrower shall repay the aggregate outstanding principal balance of the Committed Loans as follows:

(a) Term Loan A-1s. Commencing with the full fiscal quarter following the Closing Date, the Borrower shall repay the aggregate outstanding principal balance of the Term Loan A-1s in quarterly principal payments on the last Business Day of each fiscal quarter in an amount equal to the aggregate outstanding principal balance of the Term Loan A-1s multiplied by 0.25%. Notwithstanding anything herein to the contrary, the entire outstanding principal balance of the Term Loan A-1s shall be due and payable in full in cash on the applicable Maturity Date.

(b) Term Loan A-2s. Commencing with the full fiscal quarter following the initial Borrowing of a Term Loan A-2, the Borrower shall repay the aggregate outstanding principal balance of the Term Loan A-2s in quarterly principal payments on the last Business Day of each fiscal quarter in an amount equal to the aggregate outstanding principal balance of the Term Loan A-2s multiplied by 0.25%. Notwithstanding anything herein to the contrary, the entire outstanding principal balance of the Term Loan A-2s shall be due and payable in full in cash on the Maturity Date.

2.06 Interest.

(a) Subject to the provisions of subsection (b) below, (i) each SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Adjusted Term SOFR for such Interest Period plus the Applicable Rate; and (ii) each Base Rate Committed Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) (i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid when due (after giving effect to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of the Required Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Required Lenders, while any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws; provided that the Borrower shall not be required to pay the Default Rate to any Lender while such Lender is a Defaulting Lender at the time when an Event of Default exists.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest to the extent permitted by applicable Laws) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.07 Fees.

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage, a commitment fee equal to the Applicable Rate times the actual daily amount by which the aggregate Term Loan A-2 Commitments exceed the Outstanding Amount of Term Loan A-2s, subject to adjustment as provided in Section 2.12. The commitment fee shall accrue, commencing on the Closing Date to the last day of the Term Loan A-2 Availability Period, including at any time during such period during which one or more of the conditions in Article V is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December and on the last day of the Term Loan A-2 Availability Period. The commitment fee shall be calculated quarterly in arrears.

(b) Prepayment Fee. If all or any portion of a Term Loan A-1 or a Term Loan A-2 are (i) voluntarily prepaid by the Borrower pursuant to Section 2.03(a) of the Credit Agreement, (ii) repaid by the Borrower pursuant to Section 2.03(b) of the Credit Agreement, (iii) repaid in connection with any acceleration or termination in accordance with Section 8.02 of the Credit Agreement or (iv) prepaid or repaid in connection with the restructuring, reorganization or compromise of the Obligations in respect of such Term Loan A-1 or Term Loan A-2 by the confirmation of a plan of reorganization or other plan of compromise, restructure, or arrangement in any proceeding under any Debtor Relief Laws, then the Borrower shall pay to the

Administrative Agent, for the ratable benefit of each Term Loan A-1 Lender and each Term Loan A-2 Lender, as applicable, a prepayment premium (a "Prepayment Premium") equal to the amount set forth opposite the relevant period from and after the Closing Date as indicated below:

Period	Prepayment Premium
On or prior to the first anniversary of the Closing Date	The Make-Whole Amount
After the first anniversary of the Closing Date but on or prior to the second anniversary of the Closing Date	3.00% of the outstanding principal amount of the Term Loan A-1 or Term Loan A-2 being prepaid or repaid
After the second anniversary of the Closing Date but on or prior to the third anniversary of the Closing Date	1.00% of the outstanding principal amount of the Term Loan A-1 or Term Loan A-2 being prepaid or repaid
After the third anniversary of the Closing Date	0.00% of the outstanding principal amount of the Term Loan A-1 or Term Loan A-2 being prepaid or repaid

Such Prepayment Premium shall be fully earned and due and payable on the date of the relevant prepayment, repayment or acceleration pursuant to this clause (b). Such Prepayment Premium shall be presumed to be the liquidated damages sustained by each Lender and the Borrower agrees that it is reasonable under the circumstances currently existing. THE BORROWER EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY STATUTE OR LAW THAT PROHIBITS THE COLLECTION OF SUCH PREPAYMENT PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. The Borrower expressly agrees (to the fullest extent it may lawfully do so) that: (A) such Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) such Prepayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; and (C) the Borrower shall be estopped hereafter from claiming differently than as agreed to in this paragraph. The Borrower expressly acknowledges and agrees that its agreement to pay such Prepayment Premium as provided in this Section 4 is a material inducement to the Lenders to provide such Lender's Term Loan A-1 Commitment and Term Loan A-2 Commitment and to make the Term Loan A-1 and the Term Loan A-2 under this Agreement.

(c) **Other Fees.** The Borrower shall pay the fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when due and payable and shall not be refundable for any reason whatsoever.

2.08 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, **provided** that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.10(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.09 Evidence of Debt.

(a) The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent, in each case in the ordinary course of business, and **providedthat**, with respect to Treasury Regulation Section 5f.103-1(c) only (if applicable), the Administrative Agent shall act as a non-fiduciary agent for the Borrower with respect to the requirements of such Regulation. The accounts or records maintained by the Administrative Agent and each Lender shall be prima facie evidence of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note payable to such Lender, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) Entries made in good faith by the Administrative Agent in the Register pursuant to Section 2.09(a), and by each Lender in its account or accounts pursuant to Section 2.09(a), shall be prima facie evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement and the other Loan Documents; **providedthat** the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrower under this Agreement and the other Loan Documents.

2.10 Payments Generally; Administrative Agent's Clawback.

(a) **General.** All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 4:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 4:00 p.m. on the date specified herein shall be deemed received on such Business Day unless the Administrative Agent, in its sole discretion, shall deem such payment received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) **Funding by Lenders; Presumption by Administrative Agent.** Unless the Administrative Agent shall have received written notice from a Lender prior to the proposed date of any Committed Borrowing of SOFR Loans (or, in the case of any Committed Borrowing of Base Rate Loans, prior to 2:00 p.m. on the date of such Committed Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Committed Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with [Section 2.02](#) (or, in the case of a Committed Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by [Section 2.02](#)) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Committed Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Committed Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Committed Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) **Payments by Borrower; Presumptions by Administrative Agent.** Unless the Administrative Agent shall have received written notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) **Failure to Satisfy Conditions Precedent.** If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this [Article II](#), and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Committed Loan set forth in [Article IV](#) are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) **Obligations of Lenders Several.** The obligations of the Lenders hereunder to make Committed Loans and to make payments pursuant to [Section 10.04\(c\)](#) are several and not joint. The failure of any Lender to make any Committed Loan or to make any payment under [Section 10.04\(c\)](#) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan or to make its payment under [Section 10.04\(c\)](#).

(e) **Funding Source.** Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.11 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff, counterclaim, payment, fee or otherwise, obtain payment in respect of any principal or of interest on any of the Committed Loans made by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans and accrued interest thereon greater than its *prorata* share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them; *provided that:*

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this [Section 2.11](#) shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including, without limitation, the application of funds arising from the existence of a Defaulting Lender and [Sections 3.01, 3.02, 3.04, 3.05 or 10.04](#)), or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this [Section 2.11](#) shall apply).

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Laws, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

2.12 Defaulting Lenders.

(a) **Adjustments.** Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) **Waivers and Amendments.** Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in [Section 10.01](#) and in the definition of "Required Lender."

(ii) **Defaulting Lender Waterfall.** Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to [Article VIII](#) or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to [Section 10.08](#) shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided that* if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the applicable conditions set forth in [Section 4.01](#), [Section 4.02](#) and [Section 4.03](#) were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments hereunder. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) **Certain Fees.** No Defaulting Lender shall be entitled to receive any fee payable under [Section 2.07\(a\)](#) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(b) **Defaulting Lender Cure.** If the Borrower, the Administrative Agent and the Lenders agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Committed Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages, whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and *provided, further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

ARTICLE III. TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) **Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.**

(i) Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall to the extent permitted by applicable Laws be made free and clear of and without deduction or withholding for any Taxes. If, however, applicable Laws require the Borrower or the Administrative Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by the Borrower or the Administrative Agent, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If the Borrower or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If the Borrower or the Administrative Agent shall be required by any applicable Laws other than the Code to withhold or deduct any Taxes from any payment, then (A) the Borrower or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Borrower or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) **Payment of Other Taxes by the Borrower.** Without limiting the provisions of subsection (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws, or at the option of the Administrative Agent timely reimburse it for the payment of any Other Taxes.

(c) **Tax Indemnifications.** (i) Without limiting or duplicating the provisions of subsection (a) or (b) above, the Borrower shall, and does hereby, indemnify each Recipient, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) withheld or deducted by the Borrower or the Administrative Agent or paid by such Recipient in connection with a Loan Document and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Borrower shall also, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for any amount which a Lender for any reason fails to pay indefeasibly to the Administrative Agent as required by subsection (ii) of this subsection. A certificate as to the amount of any such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be *prima facie* evidence thereof, and shall include a certification that such claim is being made in compliance with [Section 3.06\(c\)](#).

(ii) Without limiting the provisions of subsection (a) or (b) above, each Lender shall, and does hereby, severally indemnify, and shall make payment in respect thereof within 10 days after demand therefor, (x) the Administrative Agent against any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (y) the Administrative Agent and the Borrower, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of [Section 10.06\(d\)](#) relating to the maintenance of a Participant Register and (z) the Administrative Agent and the Borrower, as applicable, against any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent or the Borrower in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be *prima facie* evidence thereof. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this paragraph (ii). The agreements in this paragraph (ii) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all other Obligations.

(d) **Evidence of Payments.** Upon request by the Borrower or the Administrative Agent, as the case may be, after any payment of Taxes by the Borrower or by the Administrative Agent to a Governmental Authority as provided in this [Section 3.01](#), the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

(e) **Status of Lenders; Tax Documentation.**

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in [Section 3.01\(e\)\(i\)\(A\), \(ii\)\(B\) and \(ii\)\(D\)](#) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(I) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(II) executed copies of IRS Form W-8ECI;

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of [Exhibit G-1](#) to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent

shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(IV) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of [Exhibit G-2](#) or [Exhibit G-3](#), IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of [Exhibit G-4](#) on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies (or originals, if required by applicable law) of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Closing Date.

(iii) Each Lender agrees that if any form or certification it previously delivered pursuant to this [Section 3.01](#) expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender, or have any obligation to pay to any Lender, any refund of, or a tax credit with respect to, any Taxes withheld or deducted from funds paid for the account of such Lender. If any Recipient determines, in its sole discretion, that it has received a refund of, or tax credit with respect to, any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this [Section 3.01](#), it shall pay to the Borrower an amount equal to such refund or credit (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this [Section 3.01](#) with respect to the Taxes or Other Taxes giving rise to such refund or credit), net of all reasonable out-of-pocket expenses (including Taxes and Other Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrower, upon the request of the Recipient, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund or credit to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the applicable Recipient be required to pay any amount to the Borrower pursuant to this subsection the payment of which would place the Recipient in a less favorable net after-Tax position than such Recipient would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(g) Administrative Agent. Any Administrative Agent that is a U.S. Person shall deliver to the Borrower on or before the date on which it becomes an Administrative Agent two properly completed and duly signed copies of IRS Form W-9 with respect to fees received for its own account, certifying that such Administrative Agent is exempt from U.S. federal backup withholding. Any Administrative Agent that is not a U.S. Person shall deliver to the Borrower on or before the date on which it becomes an Administrative Agent (i) two properly completed and duly signed copies of IRS Form W-8ECI with respect to fees received for its own account and (ii) with respect to payments received on account of any Lender, a U.S. branch withholding certificate on IRS Form W-8IMY (or any successor form) evidencing its agreement to be treated as a U.S. Person for U.S. federal withholding tax purposes. At any time thereafter, the Administrative Agent shall provide updated documentation previously provided (or a successor form thereto) when any documentation previously delivered has expired or become obsolete or invalid or otherwise upon the reasonable request of the Borrower.

(h) Survival. Each party's obligations under this [Section 3.01](#) shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent), (a) any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended, and (b) the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate", in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrower shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate"), on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such SOFR Loans to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Loans to such day, and (ii) if necessary to avoid such illegality, the Administrative Agent shall during the period of such suspension compute

interest pursuant to [Section 2.08](#) hereof without reference to clause (c) of the definition of "Base Rate," in each case until the Administrative Agent is advised in writing by each affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to [Section 3.05](#).

3.03 **Inability to Determine Rates.**

(a) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents (but subject to clauses (b) through (f) below), if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to Borrower) that the Borrower or Required Lenders (as applicable) have determined, that:

- (i) Adjusted Term SOFR cannot be determined pursuant to the definition thereof; or
- (ii) (for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof) Adjusted Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan,

then the Administrative Agent will promptly so notify the Borrower and each Lender.

Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (at the instruction of the Required Lenders, if applicable) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to [Section 3.05](#). Subject to [Section 3.03\(b\)](#), if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate" until the Administrative Agent revokes such determination.

(b) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a "Loan Document" for purposes of this [Section 3.03](#)), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) **Benchmark Replacement Conforming Changes.** In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) **Notices; Standards for Decisions and Determinations.** The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to [Section 3.03\(e\)](#). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this [Section 3.03](#), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this [Section 3.03](#).

(e) **Unavailability of Tenor of Benchmark.** Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove

such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) **Benchmark Unavailability Period.** Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

3.04 **Increased Costs.**

(a) **Increased Costs Generally.** If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any SOFR Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, within fifteen days after demand by such Lender setting forth in reasonable detail such increased costs (but shall not require any Lender to disclose any confidential or proprietary information, and with a copy of such demand to the Administrative Agent given in accordance with [Section 3.06](#)), the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) **Capital Requirements.** If any Change in Law affecting any Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time upon demand of such Lender setting forth in reasonable detail the charge and calculation of such reduced rate of return (but shall not require any Lender to disclose any confidential or proprietary information, and with a copy of such demand to the Administrative Agent given in accordance with [Section 3.06](#)), the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered within fifteen days after receipt of such demand.

(c) **Certificates for Reimbursement.** A certificate of a Lender setting forth in reasonable detail the calculation of the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (a) or (b) of this [Section 3.04](#) and delivered to the Borrower shall be prima facie evidence thereof, and such certificate shall include a certification that such claim is being made in compliance with [Section 3.06\(c\)](#). The Borrower shall pay such Lender the amount shown as due on any such certificate within fifteen days after receipt thereof.

(d) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this [Section 3.04](#) shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this [Section 3.04](#) for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 **Compensation for Losses.** Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, which demand shall set forth in reasonable detail the basis for requesting such amount (but shall not require any Lender to disclose any confidential or proprietary information), the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a SOFR Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to [Section 10.13](#).

including any loss (other than loss of anticipated profits) or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrower shall also pay any reasonable and customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this [Section 3.05](#), each Lender shall be deemed to have funded each SOFR Loan made by it at the Adjusted Term SOFR for such Loan by a matching deposit for a comparable amount and for a comparable period, whether or not such SOFR Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders; Like Treatment.

(a) **Designation of a Different Lending Office.** If any Lender requests compensation under [Section 3.04](#), or the Borrower is required to pay any Indemnified Taxes or any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to [Section 3.01](#), or if any Lender gives a notice pursuant to [Section 3.02](#), then such Lender shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the good faith judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to [Section 3.01](#) or [3.04](#), as the case may be, in the future, or eliminate the need for the notice pursuant to [Section 3.02](#), as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) **Replacement of Lenders.** If any Lender requests compensation under [Section 3.04](#), or if the Borrower is required to pay any Indemnified Taxes or any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to [Section 3.01](#) and, in each case, such Lender has not or is unable to designate a different lending office in accordance with [Section 3.06\(a\)](#), the Borrower may replace such Lender in accordance with [Section 10.13](#).

(c) **Like Treatment.** No Lender shall request compensation under [Section 3.01](#), [3.02](#) or [3.04](#), unless such Lender is generally requesting compensation from other similarly situated borrowers.

Each party hereto agrees that (x) an assignment required pursuant to this [Section 3.06](#) may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and (y) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender or the Administrative Agent; providedfurther that any such documents shall be without recourse to or warranty by the parties thereto.

3.07 Survival. All of the Borrower's obligations under this [Article III](#) shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

ARTICLE IV. **CONDITIONS PRECEDENT TO COMMITTED LOANS**

4.01 Conditions of Initial Committed Loan. The obligation of (i) each Term Loan A-1 Lender to make the Term Loan A-1s under such Lender's Term Loan A-1 Commitment on the Closing Date and (ii) each Term Loan A-2 Lender to provide its Term Loan A-2 Commitment and, if applicable and in addition to the conditions set forth in [Section 4.03](#), make any Term Loan A-2s under such Lender's Term Loan A-2 Commitment is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's (or its counsel's) receipt of the following, each of which shall be originals or facsimiles or electronic pdfs unless otherwise specified, each properly executed by a Responsible Officer of the Borrower, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrower;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrower as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents;

(iv) such documents and certifications as the Administrative Agent may reasonably require to evidence that the Borrower is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in its jurisdiction of organization;

(v) a favorable opinion of Sidley Austin LLP, counsel to the Borrower, or other applicable local counsel to the Borrower, addressed to the Administrative Agent and each Lender, as to the matters set forth in [Exhibit E](#) and such other matters concerning the Borrower and the Loan Documents as the Administrative Agent may reasonably request;

(vi) a certificate of a Responsible Officer of the Borrower either (A) attaching copies of all consents, licenses and approvals required in connection with the execution, delivery and performance by the Borrower and the validity against the Borrower of the Loan Documents, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required;

(vii) a certificate signed by a Responsible Officer of the Borrower as of the Closing Date certifying (A) that the conditions specified in [Sections 4.02\(a\)](#) and [\(b\)](#) have been satisfied or waived (which such waiver must be in writing), (B) that there has been no event or circumstance since the date of the Audited Financial Statements that has had or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, (C) that neither the Borrower nor any Subsidiary is in default under or with

respect to any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and (D) that the Borrower has disclosed to the Administrative Agent and the Lenders all matters known to any Responsible Officer that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(viii) a duly completed Compliance Certificate as of the Closing Date for the fiscal quarter ended December 31, 2023, signed by a Responsible Officer of the Borrower, certifying as to no Default under the terms of this Agreement and evidencing the calculations under Section 7.10;

(ix) evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in effect;

(x) to the extent requested not less than five Business Days prior to the Closing Date, (A) all documentation and other information requested by (or on behalf of) any Lender in order to comply with requirements of anti-corruption Laws, Anti-Terrorism Laws and Sanctions and (B) if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification;

(xi) delivery of a duly completed and executed Federal Reserve Form G-3, Statement of Purpose for an Extension of Credit Secured by Margin Stock by a Person Subject to Registration Under Regulation U;

(xii) delivery of a duly completed and executed Fee Letter;

(xiii) delivery of a duly completed and executed VCOC Letter; and

(xiv) such other assurances, certificates, documents, consents or opinions as the Administrative Agent or the Required Lenders reasonably may require.

(b) Any fees required to be paid by the Borrower pursuant to the Fee Letter on or before the Closing Date shall have been paid.

(c) Unless waived by the Administrative Agent, the Borrower shall have paid all reasonable and invoiced fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced not less than one Business Day prior to the Closing Date, plus such additional amounts of such invoiced fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent in accordance with the terms of this Agreement).

Without limiting the generality of the provisions of the last paragraph of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to all Committed Loans. The obligation of each Lender to honor any Committed Loan Notice (other than a Committed Loan Notice requesting only a conversion of Committed Loans to the other Type, or a continuation of SOFR Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower contained in Article V or any other Loan Document (other than the representation and warranty set forth in Section 5.05(c)), or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (or, to the extent any such representation or warranty is qualified as to "materiality" "materiality" or "Material" "Material Adverse Effect" "Effect" shall be true and correct in all respects) on and as of the Amendment Effective Date (as defined below), after giving effect to the amendments contemplated in this Amendment as if date of such representations and warranties were being made on and as of the Amendment Effective Date, Committed Loan, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01.

(b) No Default shall exist, or would result from the Borrowing of such Committed Loan or from the application of the Credit Agreement;

(b) no event has occurred and is continuing which constitutes a Default; proceeds thereof.

(c) (i) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

4.03 Conditions to Term Loan A-2s. The obligation of each Term Loan Party A-2 Lender to make any Term Loan A-2 under such Lender's Term Loan A-2 Commitment is subject to satisfaction of the following additional condition precedent:

(a) The Administrative Agent shall have received a certificate, in form and detail reasonably satisfactory to the Administrative Agent, signed by a Responsible Officer of the Borrower, demonstrating that the Consolidated Leverage Ratio is equal to or less than 4.00 to 1.00 after giving effect to the incurrence of such Term Loan A-2, the use of proceeds thereof and any related transactions on a Pro Forma Basis.

Each Committed Loan Notice (other than a Committed Loan Notice requesting only a conversion of Committed Loans to the other Type or a continuation of SOFR Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Committed Loan Notice.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. The Borrower and each Material Subsidiary (a) is duly organized or formed, validly existing and, as applicable, in good standing under the applicable laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under this Amendment, (ii) this Amendment has been duly executed and delivered by each the Loan Party, and (iii) this Amendment and the Credit Agreement, as amended hereby, each constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that Documents to which it is a party, thereto and (c) is duly qualified and is licensed and, as applicable, in accordance with their respective terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other good standing under the applicable laws relating of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in subsections (b)(i) or affecting generally the enforcement of creditors' rights and except(c), to the extent that availability of the remedy of specific performance or injunctive relief is subject failure to the discretion of the court before which any proceeding therefor may do so could not reasonably be brought; expected to have a Material Adverse Effect.

(d) the

5.02 Authorization; No Contravention. The execution, delivery and performance by the Borrower of each applicable Loan Party of this Amendment and the Credit Agreement, as amended hereby, and the consummation of any transactions contemplated herein or therein, Document to which such Person is a party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) (a) contravene any material term of any of such Person's Person's Organization Documents; (ii) (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (A) (i) any Contractual Obligation including, but not limited to, any bonds, debentures, notes, loan agreements or other similar instruments, to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) (c) violate any applicable law to which such Person is subject, except in each case referred to in subsections (ii)(g) and (iii)(c), above to the extent that any such conflict, breach, contravention, creation, requirement or violation could reasonably be expected to have a Material Adverse Effect; and Effect.

(e) no5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, any applicable Loan Party the Borrower of this Amendment Agreement or any other Loan Document other than those already obtained or performed.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by the Borrower. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other applicable laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof in accordance with GAAP.

(b) The unaudited consolidated balance sheet of the Borrower and its Subsidiaries dated September 30, 2023, and the related consolidated statements of income or operations, shareholders' equity and cash flows for the fiscal quarter ended on that date (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of subsections (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) For the period from the date of the Audited Financial Statements through the Closing Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower after due and diligent investigation, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.07 No Default. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens. Each of the Borrower and the Material Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all assets reflected on the Audited Financial Statements or acquired since the date of the Audited Financial Statements except for property and assets sold or otherwise disposed of in the ordinary course of business or otherwise in accordance with the terms of this Agreement since the date of the Audited Financial Statements and for such defects in title or failure to have such title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The property of the Borrower and each of the Subsidiaries is subject to no Liens, other than Liens permitted by Section 7.01.

5.09 Environmental Compliance. The Borrower and its Subsidiaries conduct in the ordinary course of business a review of the effect of existing Environmental Laws and claims alleging potential liability or responsibility for violation of any Environmental Law on their respective businesses, operations and properties, and as a result thereof the Borrower has reasonably concluded that such Environmental Laws and claims could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

ARTICLE III

5.10 Insurance. The properties of the Borrower and its Subsidiaries are insured (a) with companies or associations (including affiliated companies approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed)) and (b) in such amounts (after giving effect to any self-insurance compatible with the standards set forth in [Section 3.01](#) [6.07](#)**CONDITIONS PRECEDENT TO EFFECTIVENESS**), in each case of (a) and (b) preceding, as are customarily engaged by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates; **provided, however,** that the Borrower and such Subsidiary may self-insure for physical damage to automobiles, welfare benefits and against liability to workers in any state or jurisdiction, or may effect worker's compensation insurance therein through an insurance fund operated by such state or jurisdiction in accordance with the provisions of [Section 6.07](#).

5.11 Taxes. The parties hereto agree Borrower and its Subsidiaries have (a) made or filed all federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which any of them is subject or properly filed for and received extensions with respect thereto which are still in full force and in effect and which have been fully complied with in all material respects, (b) have paid all federal and state income and other material taxes, assessments, fees and other governmental charges shown or determined to be due on such returns, reports, and declarations, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves, to the extent required by GAAP, have been established, and (c) set aside on their respective books provisions reasonably adequate for the payment of all estimated taxes for periods subsequent to the periods to which such returns, reports or declarations apply.

5.12 ERISA Compliance.

(a) Each Plan is in compliance with the applicable provisions of ERISA, the Code and other applicable federal or state laws, except where such non-compliance could not reasonably be expected to have a Material Adverse Effect. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the best knowledge of the Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification, except where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect. The Borrower and each ERISA Affiliate have made all required contributions to each Plan subject to Section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan except for those that could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred during the six-year period prior to the date on which such representation is made or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither the Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA, except for each of the foregoing clauses that could not, either individually or in the aggregate, reasonably be expected to have or to result in, a Material Adverse Effect.

5.13 Subsidiaries; Equity Interests. As of the Closing Date, (a) the Borrower has no Subsidiaries other than those specifically disclosed in Exhibit 21 to the Borrower's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as supplemented by any changes to such Subsidiaries set forth in [Part\(a\)](#) of [Schedule 5.13](#), and (b) all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and nonassessable and, other than U.S. Cellular and U.S. Cellular's Subsidiaries, are wholly-owned by the Borrower except as otherwise specified on [Part\(a\)](#) of [Schedule 5.13](#) free and clear of all Liens except Liens permitted by [Section 7.01](#). As of the Closing Date, the Borrower has no equity investments in any other corporation or entity other than those specifically disclosed in [Part\(b\)](#) of [Schedule 5.13](#). The Borrower is not an Affected Financial Institution

5.14 Margin Regulations; Investment Company Act.

(a) The Borrower is not engaged, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock. No proceeds of any Borrowing will be used for any purpose in contravention or violation of Regulation U issued by the FRB.

(b) None of the Borrower or any Material Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of the Borrower (other than any projections and information of a general economic or an industry-specific nature, as to which the Borrower makes no representation) to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Amendment Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished or made available publicly) when taken as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein taken as a whole, in the light of the circumstances under which they were made, not materially misleading.

5.16 Compliance with Laws. The Borrower and each Subsidiary is in compliance in all material respects with the requirements of all applicable laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of applicable law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 **Taxpayer Identification Number.** The Borrower's true and correct U.S. taxpayer identification number is set forth on Schedule 10.02.

5.18 **Anti-Corruption Laws; OFAC.**

(a) Neither the Borrower, nor any of its Subsidiaries, nor, to the knowledge of the Borrower and its Subsidiaries, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction. The Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of the Borrower, its directors and agents, are in compliance with applicable Sanctions in all material respects. No Loan, use of the proceeds of any Loan or other transactions contemplated hereby will violate applicable Sanctions. Neither the making of the Loans hereunder nor the use of the proceeds thereof will violate the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or successor statute thereto. The Borrower and its Subsidiaries are in compliance in all material respects with the Patriot Act.

(b) The Borrower and its Subsidiaries have conducted their businesses in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws in all material respects. No Loan, use of the proceeds of any Loan, or other transactions contemplated hereby will violate the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions.

ARTICLE VI. AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, or any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, and 6.03) cause each Subsidiary to:

6.01 **Financial Statements.** Deliver to the Administrative Agent:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, beginning with the fiscal year ending December 31, 2024, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of operations, common stockholders' equity, and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of PricewaterhouseCoopers LLP or other independent certified public accountant of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be effective until subject to any "going concern" or like qualification or exception or any qualification or exception as to the satisfaction scope of such audit; provided, that if the Borrower switches from one independent public accounting firm to another and if such switch has occurred during any fiscal period being audited by such new accounting firm, the audit report of any such new accounting firm may contain a qualification or exception as to the scope of such consolidated financial statements that relates to the period of such fiscal period prior to its retention; and

(b) as soon as available, but in any event within 45 days after the end of each of the following conditions precedent: first three fiscal quarters of each fiscal year of the Borrower (commencing with the fiscal quarter ended June 30, 2024), a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, the related consolidated statements of operations for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, and the related consolidated statements of common stockholders' equity, and cash flows for the portion of the Borrower's fiscal year then ended, in each case setting forth in comparative form, as applicable, prepared in accordance with GAAP consistently applied throughout the period covered thereby and in reasonable detail, such consolidated statements to be certified by the chief executive officer, chief financial officer, chief accounting officer, treasurer or controller of the Borrower as fairly presenting in all material respects the financial condition, results of operations, common stockholders' equity and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.

6.02 **Certificates; Other Information.** Deliver to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Section 6.01(a), a certificate of its independent certified public accountants to the effect that they have read a copy of this Agreement, and that, in making the examination necessary to said certification, they have obtained no knowledge of any Default, or if such accountants shall have obtained knowledge of any then existing Default they shall disclose in such statement any such Default; provided that such accountants shall not be liable to the Lenders for failure to obtain knowledge of any Default;

(b) in form and detail reasonably satisfactory to the Administrative Agent, concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b) commencing with the fiscal quarter ended June 30, 2024, a duly completed Compliance Certificate signed by the chief executive officer, chief financial officer, chief accounting officer, treasurer or controller of the Borrower, including a list that identifies (i) each Material Domestic Subsidiary formed or acquired during the fiscal quarter then ended, including pursuant to a merger or Investment permitted by the provisions of this Agreement and (ii) each Material Domestic Subsidiary that was Disposed of during the fiscal quarter then ended, including pursuant to a sale, merger, dissolution, liquidation, consolidation or other Disposition;

(c) promptly after any request by the Administrative Agent, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of the Borrower by independent accountants in connection with the accounts or books of the Borrower or any of its Subsidiaries, or any audit of any of them;

(d) promptly after the same are available, copies of each 10-K, 10-Q and 8-K statement which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, and not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) to the extent permitted by applicable law, promptly, and in any event within five Business Days after receipt thereof by the Borrower or any Subsidiary, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation by the enforcement division of such agency regarding financial or other operational results of the Borrower or any Subsidiary; and

(f) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent may from time to time reasonably request.

Information required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(d) (to the extent any such information is included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) upon written request by the Administrative Agent or any Lender, the Borrower shall deliver paper copies of such documents to the Administrative Agent or such Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents. Notwithstanding anything contained herein, in every instance the Borrower shall be required to provide paper or pdf copies of the Compliance Certificates required by Section 6.02(b) to the Administrative Agent. Except for such Compliance Certificates, the Administrative Agent shall have received no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Lead Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar confidential and secure electronic system (the "**Platform**") and (b) certain of the Lenders (each, a copy "**Public Lender**") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. All Borrower Materials that have been filed with the SEC and available on the SEC's EDGAR system shall be deemed "PUBLIC." The Borrower hereby agrees that (w) all Borrower Materials (if any) that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Lead Arranger shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform that is not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC."

6.03 Notices.

- (a) Promptly notify the Administrative Agent of the occurrence of any Default;
- (b) Promptly after any Responsible Officer has knowledge thereof, notify the Administrative Agent of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect;
- (c) Promptly after any Responsible Officer has knowledge thereof, notify the Administrative Agent of the filing or commencement of, or any written threat or written notice of intention of any Person to file or commence, any action, suit, litigation or proceeding, whether at law or in equity by or before any Governmental Authority against the Borrower or any Subsidiary that could reasonably be expected to result in a Material Adverse Effect;
- (d) Promptly after any Responsible Officer has knowledge thereof, notify the Administrative Agent of any material change in accounting policies or financial reporting practices by the Borrower or any Subsidiary and not previously disclosed in the financial statements delivered pursuant to Section 6.01;
- (e) Promptly after any Responsible Officer has knowledge thereof, notify the Administrative Agent of any announcement by any of Moody's, S&P or Fitch of any change in a Debt Rating; and
- (f) Promptly notify the Administrative Agent of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to this Section 6.03 (other than Section 6.03(e)) shall be accompanied by a written statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto, if any. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Amendment duly completed, executed Agreement and delivered by any other Loan Document that have been breached, if any.

6.04 Payment of Obligations. Pay and discharge as the Required Lenders, same shall become due and payable in the ordinary course of business, all obligations and liabilities of the Borrower and the Material Subsidiaries, including all such tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Material Subsidiary, except to the extent any failure to pay or discharge the same could not reasonably be expected to result in a Material Adverse Effect.

6.05 Preservation of Existence, Etc. (a) Except as otherwise expressly permitted under Section 7.04, preserve, renew and maintain in full force and effect the legal existence of the Borrower under the applicable laws of the jurisdiction of its organization but only to the extent that such transaction could not reasonably be expected to have a Material Adverse Effect; (b) except as otherwise expressly permitted under Section 7.04 and 7.05, preserve, renew and maintain in full force and effect the legal existence of each Material Subsidiary under the applicable laws of the

jurisdiction of its organization but only to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; (c) except as otherwise expressly permitted under Section 7.04 and 7.05, take all reasonable action to maintain its good standing and all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business but only to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (d) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties; Office. (a) Maintain, preserve and protect all of the properties and equipment necessary in the operation of the business of the Borrower and each Material Subsidiary in good working order and condition, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) make all necessary repairs thereto and renewals and replacements thereof, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; provided that, nothing in this Section 6.06 shall prevent the Borrower from discontinuing the operation and maintenance of any of its properties or those of its Material Subsidiaries that meets each of the following conditions: (i) such discontinuance is, in the judgment of the Borrower, desirable in the conduct of its or their business, (ii) such discontinuance does not in the aggregate materially adversely affect the business of the Borrower and its Material Subsidiaries on a consolidated basis and (iii) such discontinuance is not otherwise expressly prohibited under the terms of this Agreement.

6.07 Maintenance of Insurance. Maintain with insurance companies or associations (including affiliated companies approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed)) customarily used by Persons engaged in the same or similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar businesses and owning similar properties in localities where the Borrower or the applicable Subsidiary operates, of such types and in such amounts (after giving effect to self-insurance compatible with the standards following the parenthetical contained in Section 5.10) as are customarily carried under similar circumstances by such other Loan Parties, Persons; provided, however, that the Borrower and any of its Subsidiaries may self-insure for physical damage to automobiles, welfare benefits and against liability to workers in any state or jurisdiction, or may effect worker's compensation insurance therein through an insurance fund operated by such state or jurisdiction.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all applicable laws and all orders, writs, injunctions and decrees applicable to it or to its business or property (including without limitation the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions and applicable Sanctions), except in such instances in which (a) such requirement of applicable law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which full, true and correct entries in all material respects and are in material conformity with GAAP consistently applied during such period shall be made of all material financial transactions and matters involving the assets and business of the Borrower or such Material Subsidiary, as the case may be (it being understood and agreed that any foreign Subsidiary may maintain individual books and records in conformity with generally accepted accounting principles in its respective country of organization and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

6.10 Inspection Rights.

(a) Permit the Administrative Agent, or any of the Administrative Agent's other designated representatives, to visit and inspect any of the properties of the Borrower or any of its Subsidiaries, to examine the books of account of the Borrower and its Subsidiaries (and to make copies thereof and extracts therefrom), and to discuss the affairs, finances and accounts of the Borrower and its Subsidiaries with, and to be advised as to the same by, its and their officers, employees and independent public accountants (such accountants being hereby authorized by the Borrower to so discuss and advise) all at the expense of the Borrower and, so long as there exists no Event of Default that is continuing, at such reasonable times and intervals as the Administrative Agent may reasonably request;

(b) permit each Lender or any of each such Lender's other designated representatives, not more than once per fiscal year (and at the expense of such Lender), to visit and inspect any of the properties of the Borrower or any of its Subsidiaries during normal business hours, to examine the books of account of the Borrower and its Subsidiaries (and to make copies thereof and extracts therefrom), and to discuss the affairs, finances and accounts of the Borrower and its Subsidiaries with, and to be advised as to the same by, its and their officers, employees and independent public accountants (such accountants being hereby authorized by the Borrower to so discuss and advise) upon the request by such Lender with reasonable notice, and

(c) upon an Event of Default and for so long as it is continuing, permit the Lenders or any of the Lenders' other designated representatives, to visit and inspect any of the properties of the Borrower or any of its Subsidiaries, to examine the books of account of the Borrower and its Subsidiaries (and to make copies thereof and extracts therefrom), and to discuss the affairs, finances and accounts of the Borrower and its Subsidiaries with, and to be advised as to the same by, its and their officers, employees and independent public accountants (such accountants being hereby authorized by the Borrower to so discuss and advise) at the expense of the Borrower and at such reasonable times and intervals as any such Lender may reasonably request.

In connection with any such inspections or discussions, (i) the Borrower shall be given reasonable notice of and shall have the right to be present at such inspections or discussions, and (ii) each Lender, on behalf of itself and any representative authorized by it, agrees to treat all non-public information as confidential information pursuant to Section 10.07 and to take all reasonable precautions to prevent such confidential information from being exposed to third parties and to those of its employees and representatives who do not need to know such confidential information; provided that this Section 6.10 shall not affect the disclosure by any Lender of information required to be disclosed to its auditors, regulatory agencies or pursuant to subpoena or other legal process or by virtue of any other law, regulation, order or interpretation.

6.11 Use of Proceeds. Use the proceeds of (a) the Term Loan A-1s (i) to pay fees and expenses relating to the Committed Loans and (ii) for other general corporate purposes, including working capital, capital expenditures, non-hostile acquisitions and other general corporate purposes not in contravention of any applicable law applicable to the Borrower or any Subsidiary or of any

Loan Document; and (b) the Term Loan A-2s (i) to pay fees and expenses relating to the Committed Loans and (ii) for other general corporate purposes, including working capital, capital expenditures, non-hostile acquisitions and other general corporate purposes not in contravention of any applicable law applicable to the Borrower or any Subsidiary or of any Loan Document.

6.12 Further Assurances. Cooperate with the Lenders and the Administrative Agent and execute such further instruments and documents as the Lenders or the Administrative Agent shall receive evidence reasonably request to carry out to their satisfaction the transactions contemplated by this Agreement and the other Loan Documents.

6.13 Anti-Corruption Laws. Conduct its businesses in compliance with the United States Foreign Corrupt Practices Act of concurrent consummation 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions and maintain policies and procedures designed to promote and achieve compliance with such laws.

6.14 Diversity & ESG Policies; Environmental.

(a) Concurrently with the delivery of a related amendment the financial statements referred to in Section 6.01(b) after the U.S. Cellular Credit Agreement, which shall be end of the third fiscal quarter of each fiscal year of the Borrower (commencing with the fiscal quarter ended September 30, 2024), use good faith efforts to provide information in form and substance reasonably acceptable reasonable detail to the Administrative Agent;

(c) Agent (for distribution to the Lenders) in respect of (i) employee and board diversity statistics of the Borrower and its Subsidiaries as of such time and/or (ii) plans regarding the use of renewables and/or energy efficiency of the Borrower and its Subsidiaries as of such time including, in each case with respect to clauses (i) and (ii), descriptions or copies of all related policies, whether oral or written, as applicable, and identification of the company lead overseeing such policies; provided that the delivery to the Administrative Agent shall receive evidence of concurrent consummation of a related amendment (for distribution to the Senior Term Loan Credit Agreement, dated as Lenders) of December 9, 2021 (and as amended, restated, supplemented or otherwise modified from time to time) the Borrower's publicly available ESG report for the applicable prior fiscal year shall satisfy the requirements of this Section 6.14; provided, among U.S. Cellular, Toronto Dominion (Texas) LLC as the administrative agent, and the lenders party thereto, which shall be in form and substance reasonably acceptable further, that if no such publicly available ESG report is delivered to the Administrative Agent;

(d) Agent (for distribution to the Lenders) for the applicable prior fiscal year, then the Borrower shall certify in the Compliance Certificate delivered pursuant to Section 6.02(b) that there has been no material change from the information contained in the publicly available ESG report most recently delivered to the Administrative Agent shall receive evidence of concurrent consummation of a related amendment (for distribution to the credit agreement evidencing Lenders).

(b) Concurrently with the CoBank delivery of the financial statements referred to in Section 6.01(a) and (b) after the end of the first, second and fourth fiscal quarter of each fiscal year of the Borrower (commencing with the fiscal quarter ended December 31, 2024), certify in the Compliance Certificate delivered pursuant to Section 6.02(b) that there has been no material change to the publicly available ESG report most recently delivered to the Administrative Agent (for distribution to the Lenders).

(c) Any failure by the Borrower to observe or perform the covenants set forth in this Section 6.14 shall not result in a Default or Event of Default.

ARTICLE VII.
NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, or any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall not, nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues (including, without limitation, Equity Interests owned by the Borrower and any of its Subsidiaries), whether now owned or hereafter acquired, other than the following:

(a) Liens securing any of the Obligations owing to the Administrative Agent and the Lenders;

(b) Liens to secure taxes, assessments and other governmental charges in respect of obligations not overdue or Liens on properties to secure claims for labor, material or supplies in respect of obligations not overdue or in respect of which the Borrower or relevant Subsidiary shall at the time in good faith be prosecuting an appeal or proceeding for review and in respect of which a stay of execution shall have been obtained pending such appeal or review and for which any reserves required in accordance with GAAP have been established;

(c) deposits or pledges made in connection with, or to secure payment of, workmen's compensation, unemployment insurance, old age pensions or other social security obligations;

(d) Liens on properties in respect of judgments or awards that have been in force for less than the applicable period for taking an appeal so long as execution is not levied thereunder or in respect of which the Borrower or relevant Subsidiary shall at the time in good faith be prosecuting an appeal or proceeding for review and in respect of which a stay of execution shall have been obtained pending such appeal or review and for which any reserves required in accordance with GAAP have been established;

(e) Liens of carriers, warehousemen, mechanics and materialmen, and other like liens on properties in existence less than 120 days from the date of creation thereof in respect of obligations not overdue, or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the Borrower or relevant Subsidiary;

(f) encumbrances consisting of easements, rights of way, zoning restrictions, restrictions on the use of real property and defects and irregularities in the title thereto, landlord's or lessor's Liens under leases to which the Borrower or relevant Subsidiary is a party or under applicable law, and other minor Liens or encumbrances none of which in the opinion of the Borrower interferes materially with the use of the property affected in the ordinary conduct of the business of the Borrower or such Subsidiary, which defects do not individually or in the aggregate have a materially adverse effect on the business of the Borrower or such Subsidiary individually or of the Borrower and its Subsidiaries taken as a whole;

(g) (i) outstanding Liens on the Closing Date securing Indebtedness of less than \$25,000,000 and (ii) outstanding Liens on the Closing Date securing Indebtedness over \$25,000,000 that are listed on Schedule 7.01, and, in each case, any extension, renewal or replacement thereof, in whole or in part; provided, however, that the principal amount secured

thereby shall not exceed the principal amount secured at the time of extension, renewal or replacement, and that such extension, renewal or replacement shall be limited to only that property (or any portion of such property) which secured the obligation so extended, renewed or replaced (plus any improvements on such property or portion of such property);

(h) so long as no Event of Default exists at the time such Lien is created, Liens on any Specified Equity Interests; provided, however, that in each case such Liens (A) are incurred only in connection with any Monetization Transaction to secure obligations owed under such Monetization Transaction, (B) such Liens cover or otherwise attach to only the specific Specified Equity Interests which are the subject of such Monetization Transaction (and rights and interests usually and customarily related thereto, e.g., proceeds and dividends) and do not cover any other property or assets owned or acquired by the Borrower or any of its Subsidiaries, and (C) such Liens remain in existence only during the continuation of such Monetization Transaction;

(i) so long as no Default exists before and immediately after giving effect to any such Liens at the time the contractual obligation to grant such Liens is entered into by the Borrower or its Subsidiaries, Liens in favor of governmental entities on assets and properties financed thereby in respect of Indebtedness permitted to be incurred under Section 7.03(f);

(j) (i) so long as no Event of Default pursuant to Section 8.01(a)(i), 8.01(a)(ii) (with respect to interest on any Loan only), 8.01(f) or 8.01(g) exists at the time such Lien is created, Liens on Securitization Assets arising out of the sale, assignment, pledge or transfer of Securitization Assets by U.S. Cellular or any of its Subsidiaries to any Securitization Entity pursuant to a Receivables Securitization and (ii) so long as no Event of Default exists at the time such Lien is created, Liens created by U.S. Cellular or any of its Subsidiaries pursuant to a pledge of the Equity Interests of any Securitization Entity in connection with a Receivables Securitization;

(k) Liens securing Indebtedness and other obligations pursuant to any of the Existing Credit Facilities;

(l) any other Liens on the property and assets of the Borrower and any of its Subsidiaries; provided, however, with respect to any Liens that secure Indebtedness of the Borrower or any Subsidiary, (i) in no event shall the sum of (A) the amount of outstanding Indebtedness of the Borrower or any Subsidiary, if any, secured by Liens permitted by this subsection (l), plus (B) the amount of outstanding Indebtedness of the Borrower under the Secured Term Loan Facility, which shall plus (C) the amount of outstanding Indebtedness of the Subsidiaries permitted by Section 7.03(d) but not secured by Liens permitted under this subsection (l), exceed in the aggregate at any time \$300,000,000 and (ii) such Lien may only be in form incurred so long as no Event of Default exists at the time such Lien is created; and substance reasonably acceptable

(m) Liens on Equity Interests of CoBank held by the Borrower or any of its Subsidiaries securing Indebtedness and other obligations pursuant to the Administrative Agent;

(e) the Administrative Agent shall receive evidence each of concurrent consummation of a related amendment to the credit agreement evidencing the CoBank U.S. Cellular Term Loan Facility, which shall be the U.S. Cellular Revolving Loan Facility and the CoBank Term Loan Facility.

7.02 Investments. Make any Investments, except:

(a) Investments.

(i) held by the Borrower or such Subsidiary in the form of cash and substance reasonably acceptable Cash Equivalents;

(ii) made in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers, in each case consistent with past practices;

(iii) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment, in each case only to the Administrative Agent; extent reasonably necessary in order to prevent or limit loss;

(i) (iv) in any Special Entity, so long as in each case such Investments are (A) made in the ordinary course of business to fund operating expenses (including, without limitation, purchases of inventory in the ordinary course of business and capital expenditures incurred in the ordinary course of business consistent with past practices but only to the extent they are Ordinary Capital Expenditures) of such Special Entity, (B) consistent with past practices of the Borrower, its Subsidiaries and such Special Entities and (C) either (i) not in excess of \$25,000,000 in the aggregate at any time outstanding or (ii) otherwise made pursuant to agreements, documents or other instruments pursuant to which the Borrower or such Subsidiary shall have a commitment to fund and in respect of which the Borrower shall, upon the request of the Administrative Agent, use commercially reasonable efforts to cause the Administrative Agent, for the benefit of itself and the other Lenders, to have a perfected first Lien within thirty (30) days (or such longer time period as the Administrative Agent may agree) following the date of any such Investment under this subclause (ii) (and subject to an agreement among the Administrative Agent on behalf of the Lenders on the one hand, and the administrative agent on behalf of the lenders under each of the Existing Credit Facilities, as applicable, on the other hand, regarding such Liens), but in no event shall receive evidence the aggregate amount of concurrent consummation all Investments made under this subclause (ii) exceed \$50,000,000; and

(v) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business and consistent with past practices;

(b) in addition to Investments permitted by subsection (a) preceding, Investments of any Subsidiary in the Borrower;

(c) in addition to Investments permitted by subsections (a) and (b) preceding, Investments of the Borrower or any Subsidiary in any Subsidiary (except Investments pursuant to this subsection (c) in (x) the Excluded Subsidiary and any of its Subsidiaries, and (y) a related amendment Securitization Entity and any of its Subsidiaries are not permitted unless such Investments are made during a CoBank Guaranty Release Period) so long as in each case such Investments are (i) made in the ordinary course of business to fund operating expenses of such Subsidiary (including, without limitation, purchases of inventory in the ordinary course of business and capital expenditures incurred in the ordinary course of business consistent with past practices but only to the Credit Agreement, dated as extent they are Ordinary Capital Expenditures) and (ii) consistent with past practices of December 17, 2021 (and as amended, restated, supplemented the Borrower and its Subsidiaries; provided that, for the avoidance of doubt, the foregoing shall permit intercompany obligations, including intercompany loans, incurred in the

ordinary course of business by and among the Borrower or otherwise modified any wholly-owned Subsidiary of the Borrower, on the one hand, and any other wholly-owned Subsidiary of the Borrower, on the other hand, in each case only to the extent arising from time to time time in connection with any Receivables Securitization otherwise permitted under this Agreement;

(d) in addition to Investments permitted by subsections (a), among U.S. Cellular, the lenders party thereto, Citibank, N.A. (b) and (c) preceding, Liens, Indebtedness, fundamental changes, Dispositions and Restricted Payments, in each case only as each is specifically permitted under Sections 7.01, as administrative agent, 7.03, 7.04, 7.05 and Export Development Canada, as a mandated lead arranger and a lender, which shall be in form and substance reasonably acceptable to the Administrative Agent;

(g) the Administrative Agent shall receive evidence of concurrent consummation of a related amendment to the Credit Agreement, dated as of November 9, 2022 (and as amended, restated, supplemented or otherwise modified from time to time) 7.06, among the Borrower, the lenders party thereto and Export Development Canada, as a lender, which shall be in form and substance reasonably acceptable to the Administrative Agent; and

(h) each of the representations and warranties made in this Amendment shall be true and correct in all material respects (or, respectively, to the extent that any constitute Investments);

(e) so long as no Event of Default pursuant to Section 8.01(a)(i), 8.01(a)(ii) (with respect to interest on any Loan only), 8.01(f) or 8.01(g) exists before and immediately after giving effect to any such representation Investment, Investments by U.S. Cellular or warranty any of its Subsidiaries in a Securitization Entity pursuant to a Receivables Securitization; provided that such Investments are used exclusively for the purpose of financing or refinancing assets newly financed or refinanced under such Receivables Securitization;

(f) in addition to Investments permitted by subsections (a), (b), (c), (d) and (e) preceding, so long as (i) no Event of Default exists before and after giving effect to any such Investment and (ii) the Borrower is qualified in pro-forma compliance with the covenant in Section 7.10 after giving effect to any such proposed Investment, the Borrower and its Subsidiaries may make any Investment (except Investments pursuant to this subsection (f) in (x) the Excluded Subsidiary and any of its Subsidiaries and (y) a Securitization Entity and any of its Subsidiaries are not permitted unless such Investments are made during a CoBank Guaranty Release Period);

(g) in addition to Investments permitted by subsections (a), (b), (c), (d), (e) and (f) preceding, so long as (i) no Event of Default under Section 8.01(a) exists before and immediately after giving effect to "materiality" any such Investment and (ii) Outstanding Amounts of all Committed Loans on any date of any Investment are not more than zero, the Borrower and its Subsidiaries may make any Investment (except Investments pursuant to this subsection (g) in (x) the Excluded Subsidiary and any of its Subsidiaries and (y) a Securitization Entity and any of its Subsidiaries are not permitted unless such Investments are made during a CoBank Guaranty Release Period); and

(h) in addition to Investments permitted by subsections (a), (b), (c), (d), (e), (f) and (g) preceding, so long as no Event of Default exists before and after giving effect to any such Investment, the Borrower and its Subsidiaries may make Investments in the Excluded Subsidiary and its Subsidiaries; provided that, at any time that is not during a CoBank Guaranty Release Period, the aggregate amount of all such Investments, together with the fair market value of all property Disposed of to the Excluded Subsidiary or "Material Adverse Effect" any of its Subsidiaries pursuant to Section 7.05(c)(iii) shall be true not exceed \$15,000,000 in the aggregate.

7.03 Indebtedness. Solely with respect to any Subsidiary, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents;

(b) Indebtedness (including any Guarantees thereof) outstanding on the Closing Date and correct listed on Schedule 7.03 and any refinancings, refundings, renewals or extensions thereof; provided that (i) the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to accrued interest (but only such accrued interest scheduled to accrue and remain unpaid by its terms in all respects) accordance with the related debt instrument as in effect on the Closing Date) and a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing, refunding, renewal or extension and by an amount equal to any existing commitments utilized thereunder and (ii) the terms relating to principal amount, amortization, maturity, collateral (if any) and subordination (if any), and other material terms taken as a whole, of any such refinancing, refunding, renewing or extending Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are no less favorable in any material respect to the Amendment Effective Date (as defined below), both Borrower on a consolidated basis, such Person or the Lenders than the terms of any agreement or instrument governing the Indebtedness being refinanced, refunded, renewed or extended and the interest rate applicable to any such refinancing, refunding, renewing or extending Indebtedness does not exceed the then applicable market interest rate;

(c) loans to Subsidiaries made in accordance with the terms of Section 7.02(c);

(d) so long as no Default exists before and after giving effect to the amendments contemplated incurrence of any such Indebtedness, Indebtedness of any Subsidiary up to a maximum amount outstanding at any one time of \$300,000,000; provided that, notwithstanding the foregoing, in no event shall the amount of outstanding Indebtedness of the Subsidiaries permitted by this Amendment as if such representations and warranties were being made on and as subsection (d) (whether secured or unsecured) together with the amount of outstanding Indebtedness of the Amendment Effective Date, except Borrower on a consolidated basis secured by Liens permitted by Section 7.01(l), exceed in the aggregate at any time, \$300,000,000;

(e) (i) Indebtedness owed by U.S. Cellular, as borrower, and any Guarantee thereof by any Subsidiary of U.S. Cellular, under (or as otherwise required pursuant to the extents terms of) each of the U.S. Cellular Credit Facilities and (ii) other unsecured Indebtedness that is permitted to be incurred by U.S. Cellular or any of its Subsidiaries under the terms of each of the U.S. Cellular Credit Facilities; provided that such representations Indebtedness is not Guaranteed by any Subsidiary of U.S. Cellular unless such Guarantee is permitted pursuant to clause (b), (h) or (i) of Section 7.03 of the U.S. Cellular Revolving Loan Facility (or any successor comparable provisions);

(f) so long as there exists no Default at the time of its incurrence, Indebtedness owed to governmental entities and warranties specifically refer authorized pursuant to an earlier date, and incurred under the American Recovery and Reinvestment Act of 2009 or other law for broadband infrastructure in which case they any area of the United States, particularly in areas without sufficient access to high speed broadband service to facilitate economic development; provided that, notwithstanding the foregoing, in no event shall be true and correct the aggregate

amount of Indebtedness incurred as permitted by this subsection (f) together with the aggregate amount of any programs permitted by Section 7.12 (without duplication) exceed in the aggregate at any time \$500,000,000;

(g) Indebtedness of a Securitization Entity incurred in connection with a Receivables Securitization; provided that in no event shall the outstanding principal amount of such earlier date, Indebtedness exceed in the aggregate at any time \$500,000,000;

(h) so long as no Default exists before and after giving effect to the incurrence of any such Indebtedness, unsecured Indebtedness of the Borrower incurred after the Closing Date that is Guaranteed by the Subsidiaries (other than U.S. Cellular and its Subsidiaries) up to a maximum principal amount outstanding at any one time of \$300,000,000; provided that (i) such Indebtedness shall rank pari passu in right of payment with the "Obligations" under (and as defined in) the Revolving Loan Facility, the CoBank Term Loan Facility, the Export Loan Facility and the representations Secured Term Loan Facility, (ii) in no event shall the sum of (A) the amount of outstanding Indebtedness of the Subsidiaries permitted by this subsection (h), plus (B) without duplication, the amount of outstanding Indebtedness of the U.S. Cellular and warranties its Subsidiaries permitted by Section 7.03(h) of the U.S. Cellular Revolving Loan Facility (or any successor comparable provision), exceed in the aggregate at any time, \$300,000,000, (iii) such Indebtedness has a final maturity date equal to or later than 180 days after the Maturity Date, and (iv) such Indebtedness shall not contain covenants (including financial maintenance covenants), taken as a whole, that are materially tighter (or in addition to), with respect to the borrower of such Indebtedness and its Subsidiaries and any guarantor, than those contained in subsections (a) this Agreement on the date of issuance, and (b)

(i) Indebtedness (including any Guarantees thereof) under the Revolving Loan Facility, the CoBank Term Loan Facility and the Export Loan Facility, in each case in an aggregate principal amount not to exceed the principal amount of Section 5.05 "Loans" (as defined in the Revolving Loan Facility, the CoBank Term Loan Facility or the Export Loan Facility, as applicable) (and, in the case of the Credit Agreement shall be deemed Revolving Loan Facility, any unfunded commitments outstanding thereunder) outstanding on the Closing Date.

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, or in favor of Section 6.01 of the Credit Agreement.

ARTICLE IV

Section 4.01 **MISCELLANEOUS** any Person, except that, so long as no Default exists or would result therefrom:

(a) any Subsidiary may merge, amalgamate or consolidate with (i) the Borrower; RATIFICATION OF LOAN DOCUMENTS provided. Except for that the specific amendments, releases, Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries; provided that when any wholly-owned Subsidiary is merging with another Subsidiary, the continuing or surviving Person shall be the wholly-owned Subsidiary or shall become a wholly-owned Subsidiary concurrently with such transaction;

(b) any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Subsidiary; provided that if the transferor in such a transaction is a wholly-owned Subsidiary, then the transferee must either be the Borrower or a wholly-owned Subsidiary;

(c) any Subsidiary may liquidate or dissolve or change its legal form if the Borrower determines in good faith that such action is in the interest of the Borrower and its Subsidiaries;

(d) any consolidation of the Borrower with or merger of the Borrower into any other Person or Persons (whether or not affiliated with the Borrower), or successive consolidations or mergers to which the Borrower or its successor or successors shall be a party or parties; provided, however, that the Borrower hereby consents and wavers expressly set forth in this Amendment, agrees that, upon any such consolidation or merger, the terms, provisions, due and punctual payment of the principal of and interest on all of the Loans and the due and punctual performance and observance of all of the covenants, conditions and covenants other obligations of the Credit this Agreement and the other Loan Documents remain in full force Notes to be performed and effect and are hereby ratified and confirmed, and the execution, delivery and performance of this Amendment shall not in any manner operate as a waiver of, consent to or amendment of any other term, provision, condition or covenant of the Credit Agreement or any other Loan Document.

(b) **AMENDMENT EFFECTIVE DATE.** This Amendment shall become effective when the Administrative Agent has received counterparts of this Amendment executed observed by the Required Lenders, the Borrower, the other Loan Parties, shall be expressly assumed in an agreement satisfactory in form and substance to the Administrative Agent and each of the conditions precedent set forth in Section 3.01 of this Amendment has been satisfied (the "**Amendment Effective Date**"), whether or not this Amendment has been Lenders, executed and delivered to the Administrative Agent by the Person formed by such consolidation or merger; provided, further, that the Person formed by such consolidation or merger shall be a Person organized and existing under the laws of the United States, any state thereof or the District of Columbia, and provided, further, that immediately before and after giving effect to any such transaction (and treating any Consolidated Funded Indebtedness or Sale and Leaseback Transaction which becomes an obligation of the resulting or surviving Person as a result of such transaction as having been incurred or entered into by such Person at the time of such transaction), no Default shall exist. Unless the conditions prescribed above in this Section 7.04(d) are satisfied, no such consolidation or merger shall be permitted;

(e) the Borrower or any Subsidiary may merge with any other Person in order to effect an Investment expressly permitted pursuant to Sections 7.02(e), (f) and (g); and

(f) with respect to any Subsidiary, (i) a merger, dissolution, liquidation, consolidation or Disposition, the purpose of which is to effect a Disposition expressly permitted pursuant to Section 7.05(c)(i), and (ii) Dispositions made in accordance with the terms of Section 7.05(c)(ii), or any of Sections 7.05(e), (f) or (g).

7.05 Dispositions. Make any Disposition except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business, and Dispositions of property deemed to be no longer useful in the conduct of the business of the Borrower or any of its Subsidiaries in the ordinary course of business and as determined in the Borrower's commercially reasonable judgment;

(b) Dispositions of inventory and allowing any registrations or any applications for registration of any intellectual property to lapse or go abandoned, in each and every Lender named on a signature page attached hereto, in the ordinary course of business;

(c) Dispositions of (i) any property of any Subsidiary to the Borrower or to a wholly-owned Subsidiary (except Dispositions pursuant to this subsection (c)(i) to (x) the Excluded Subsidiary and any of its Subsidiaries and (y) a Securitization Entity and any of its Subsidiaries are not permitted unless such Dispositions are made during a CoBank Guaranty Release Period); (ii) any property of the Borrower or a wholly-owned Subsidiary to a Subsidiary or Special Entity (except Dispositions pursuant to this subsection (c)(ii) to (x) the Excluded Subsidiary and any of its Subsidiaries and (y) a Securitization Entity and any of its Subsidiaries are not permitted unless such Dispositions are made during a CoBank Guaranty Release Period); **REFERENCES TO THE CREDIT AGREEMENT** provided. Upon, further, that if there exists any Event of Default at the effectiveness time of this Amendment, each reference any such Disposition or as a result of giving effect to any such Disposition, such Disposition under subsection (ii) hereof must be sales of property on fair and reasonable terms, in the Credit Agreement to "this Agreement", "hereunder" ordinary course of business and consistent with past practices, and (iii) any property of the Borrower or in any other Loan Document Subsidiary to the "Credit Agreement" Excluded Subsidiary or "thereunder", or words any of like import shall mean and be its Subsidiaries; provided that, at any time that is not during a reference CoBank Guaranty Release Period, the fair market value of such property Disposed of to the Credit Agreement, as affected and amended hereby, Excluded Subsidiary or any of its Subsidiaries, together with the aggregate amount of all Investments made in the Excluded Subsidiary or any of its Subsidiaries pursuant to Section 7.02(g), shall not exceed \$15,000,000 in the aggregate;

(d) to the extent such transactions constitute Dispositions, the transactions expressly permitted by **EXECUTION** Sections 7.02(e), 7.04(a), (b), (c) and (d) and 7.06;

(e) in addition to Dispositions permitted by subsections (a), (b), (c) and (d) preceding, so long as (i) no Default exists at the time the contractual obligation to make such Dispositions is entered into by the Borrower or its Subsidiaries, (ii) the Borrower is in pro-forma compliance with the covenant in **Section 7.10** after giving effect to any such proposed Disposition, (iii) in each case such Disposition shall be for aggregate fair value (which shall be the price at which the Board of Directors of the relevant Person shall have agreed to sell such assets in an arm's length transaction to an independent third party buyer which is not an Affiliate), (iv) such Disposition (or series of Dispositions) shall not be of all or substantially all of the assets of the Borrower and (v) the Borrower shall be in compliance with **Section 2.03(b)(i)** with respect to such Disposition, the Borrower and its Subsidiaries may make any Disposition (except Dispositions pursuant to this subsection (e) to (x) the Excluded Subsidiary and any of its Subsidiaries, and (y) a Securitization Entity and any of its Subsidiaries are not permitted unless such Dispositions are made during a CoBank Guaranty Release Period);

(f) in addition to Dispositions permitted by subsections (a), (b), (c), (d) and (e) preceding, so long as (i) no Event of Default under **Section 8.01(a)** exists before and immediately after giving effect to any such Dispositions, (ii) the Outstanding Amounts of all Committed Loans on any date of any Disposition are not more than zero and (iii) such Disposition is for fair value (which shall be the price at which the Board of Directors of the relevant Person shall have agreed to sell such assets in an arm's length transaction to an independent third party buyer which is not an Affiliate), the Borrower and its Subsidiaries may make any Disposition (except (x) Dispositions of all or substantially all of the assets of the Borrower are not permitted, and (y) Dispositions pursuant to this subsection (f) to (A) the Excluded Subsidiary and any of its Subsidiaries and (B) a Securitization Entity and any of its Subsidiaries are not permitted unless such Dispositions are made during a CoBank Guaranty Release Period);

(g) in addition to Dispositions permitted by subsections (a), (b), (c), (d), (e) and (f) preceding, so long as (i) 100% of the Net Proceeds of each such Disposition are used by the Borrower immediately upon receipt thereof to prepay the Outstanding Amounts of all Committed Loans, (ii) such Disposition is for fair value (which shall be the price at which the Board of Directors of the relevant Person shall have agreed to sell such assets in an arm's length transaction to an independent third party buyer which is not an Affiliate) and (iii) during the Term Loan A-2 Availability Period, the Term Loan A-2 Commitments are concurrently, automatically and permanently reduced by the full amount of the Net Proceeds (and the Borrower delivers a written acknowledgement to the Administrative Agent of a concurrent automatic permanent reduction of the Term Loan A-2 Commitments in the amount of the Net Proceeds (regardless of whether there exist at any such time any Outstanding Amounts)), the Borrower and its Subsidiaries may make any Disposition (except (x) Dispositions of all or substantially all of the assets of the Borrower are not permitted, and (y) Dispositions pursuant to this subsection (g) to (A) the Excluded Subsidiary and any of its Subsidiaries and (B) a Securitization Entity and any of its Subsidiaries are not permitted unless such Dispositions are made during a CoBank Guaranty Release Period);

(h) Dispositions of any property of U.S. Cellular and its Subsidiaries to the extent such Dispositions are permitted under the terms of the U.S. Cellular Credit Facilities; and

(i) in addition to Dispositions permitted by subsections (a), (b), (c), (d), (e), (f), (g) and (h) preceding, Dispositions consisting of the sale of Cash Equivalents for cash.

provided, however, that in each case of subsections (a) through (g) above and notwithstanding anything in this **Section 7.05** or otherwise herein or in any Loan Documents, (i) each such Disposition shall be, in Borrower's commercially reasonable judgment, for fair market value and (ii) the Borrower shall not, nor shall any Subsidiary, Dispose of, transfer or sell any Equity Interests in U.S. Cellular if such sale, Disposition or transfer could result in the Borrower either (A) controlling less than 50.1% of the voting interests of U.S. Cellular or (B) not being required by GAAP to include U.S. Cellular in its consolidated financials.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except:

(a) each Subsidiary may make Restricted Payments to the Borrower and any other Person that owns an Equity Interest in such Subsidiary, ratably according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payment is being made;

(b) the Borrower and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person;

(c) the Borrower and each Subsidiary may purchase, redeem or otherwise acquire Equity Interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common Equity Interests;

(d) repurchases in the ordinary course of business and consistent with past practices of Equity Interests in the Borrower or any Subsidiary of the Borrower deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of or tax withholding obligation with respect to such options or warrants;

(e) the Borrower may make Restricted Payments in the ordinary course of business and consistent with past practices pursuant to and in accordance with stock option plans or other benefit plans for management or employees of the Borrower and its Subsidiaries (i) in effect as of the Closing Date, or (ii) given in renewal or extension of previously existing stock option plans or other benefit plans, such renewals and extensions to be on similar terms to the existing plans, or (iii) granted in the ordinary course of business consistent with past practices and on similar terms as those stock option plans or other benefit plans in existence on the Closing Date;

(f) the Borrower may declare and make scheduled quarterly dividends approved by its board of directors consistent with historical practices conducted prior to the Closing Date;

(g) in addition to Restricted Payments permitted by subsections (a), (b), (c), (d), (e) and (f) preceding, so long as (i) no Event of Default exists before and immediately after giving effect to any such Restricted Payment (provided that, notwithstanding the foregoing, solely in the case of dividends, such requirement shall only apply to the declaration of any such dividend and not to the payment of any such dividend) and (ii) the Borrower is in pro-forma compliance with the covenant in Section 7.10 after giving pro forma effect to any such proposed Restricted Payment on the date of payment or, in the case of dividends, the declaration thereof, the Borrower and its Subsidiaries may make any Restricted Payment at any time after such payment or, in the case of dividends, the declaration thereof; provided that notwithstanding the foregoing, with respect to any Restricted Payment made by the Borrower under this subsection (g), such Restricted Payment (including any purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests of the Borrower), together with all Restricted Payments (including any purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests of the Borrower) made under subsection (f) preceding, shall not be in an amount materially greater than the total annual dollar amount of Restricted Payments (including any purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests of the Borrower) approved by the board of directors of the Borrower consistent with historical practices conducted prior to the Closing Date unless the Consolidated Leverage Ratio shall be less than or equal to 1.50 to 1.00, calculated after giving effect to all such Restricted Payments and any related transactions on a Pro Forma Basis; and

(h) in addition to Restricted Payments permitted by subsections (a), (b), (c), (d), (e), (f) and (g) preceding, so long as (i) no Event of Default under Section 8.01(a) exists before and immediately after giving effect to any such Restricted Payment and (ii) Outstanding Amounts of all Committed Loans on any date of any Restricted Payment are not more than zero, the Subsidiaries of the Borrower may make any Restricted Payment.

7.07 Transactions with Affiliates and Subsidiaries.

(a) Except as disclosed on Schedule 7.07 or, with respect to U.S. Cellular and its Subsidiaries, as otherwise permitted under each of the U.S. Cellular Credit Facilities, enter into, or permit to exist, any transaction of any kind with any Affiliate of the Borrower (excluding Subsidiaries or any Special Entity), whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Borrower or such Subsidiary as would be obtainable by the Borrower or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate, all as determined by the Borrower in its commercially reasonable judgment;

(b) Enter into, or permit to exist, any transaction of any kind with any Subsidiary that is not a wholly-owned Subsidiary or Special Entity, other than on fair and reasonable terms in the ordinary course of business consistent with past practices.

7.08 Burdensome Agreements. Enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that causes any Material Subsidiary to become or remain subject to any restriction which could reasonably be expected to impair the Borrower's ability to repay in full the Obligations, including without limitation, any restriction which would prohibit the distribution by any Material Subsidiary to the Borrower of proceeds from any direct or indirect Disposition of any business or property.

7.09 Use of Proceeds. Use the proceeds of any Committed Loan whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.10 Financial Covenant. Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio as of the end of any fiscal quarter of the Borrower occurring during any period set forth below to be greater than the ratios indicated for each period specified below:

Period	Consolidated Leverage Ratio
From April 1, 2024 through and including March 31, 2025	4.50 to 1.00
From April 1, 2025 and thereafter	4.25 to 1.00

7.11 United States Cellular Corporation. Issue any Equity Interests of U.S. Cellular, or make any Disposition of Equity Interests in U.S. Cellular, or take any other action with respect to the Equity Interests in U.S. Cellular, if such issuance, Disposition or other action could result in Borrower either (a) controlling less than 50.1% of the voting interests of U.S. Cellular, or (b) not being required by GAAP to include U.S. Cellular in its consolidated financial statements.

7.12 Governmental Programs. Incur or obtain any loans, advances or other similar funding (other than grants) under the American Recovery and Reinvestment Act of 2009 or other law for broadband infrastructure in any area of the United States; provided that, so long as either (i) there exists no Event of Default at the time of its incurrence, or (ii) (A) there exists no Event of Default under Section 8.01(a) before and immediately after giving effect to any such incurrence or receipt of such grants, loans, advances or other funding and (B) the Outstanding Amounts of all Committed Loans on any date of any such incurrence or receipt of such grants, loans, advances or other funding are not more than zero, the Borrower may incur or obtain any such grants, loans, advances or other funding in an amount, when combined with all other Indebtedness incurred under Section 7.03(f) (without duplication) that is not in excess of \$500,000,000.

7.13 Anti-Corruption Laws; Sanctions.

(a) Directly or indirectly, use the proceeds of any Loan, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities of or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any individual or entity (including any individual or entity participating in the transaction, whether as Lender, Administrative Agent or otherwise) of Sanctions.

(b) Directly or indirectly use the proceeds of any Committed Loan for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions.

7.14 Restrictive Indebtedness. Create, incur, assume or suffer to exist notwithstanding anything in [Section 7.03](#), any Indebtedness that contains covenants, taken as a whole, that are materially tighter (or in addition to), with respect to any Subsidiaries that are not guarantors of such Indebtedness, than those contained in this Agreement.

ARTICLE VIII. EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an ["Event of Default"](#):

(a) **Non-Payment.** The Borrower to pay (i) when and as required to be paid herein, any amount of principal of any Loan, or (ii) within three (3) Business Days after the same becomes due, any interest on any Loan, or any fee due hereunder, or any other amount payable hereunder or under any other Loan Document; or

(b) **Specific Covenants.** The Borrower fails to perform or observe any term, covenant or agreement contained in any of [Section 6.03](#), [6.05\(a\)](#) (solely with respect to the Borrower), [6.10](#), or [6.11](#) or [Article VII](#); or

(c) **Other Defaults.** The Borrower fails to perform or observe any other covenant or agreement (other than (1) any term, covenant or agreement contained in [Section 6.14](#) and (2) those specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after the earlier of (i) the date a Responsible Officer of the Borrower has knowledge of such failure and (ii) the delivery date of written notice thereof to the Borrower from the Administrative Agent; or

(d) **Representations and Warranties.** Any representation, warranty, certification or statement of fact made by or on behalf of the Borrower herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall not be true and correct in any material respect when made or deemed made (or, to the extent any such representation, warranty, certification or statement of fact is qualified as to "materiality" or "Material Adverse Effect", such representation, warranty, certification or statement of fact shall not be true and correct in all respects); or

(e) **Cross-Default.** (i) The Borrower or any Subsidiary (A) fails to make any payment when due beyond the applicable grace period with respect thereto (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) in respect of any Existing Credit Facility or any Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an outstanding aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount or (B) fails to observe or perform any other agreement or condition relating to any such Existing Credit Facility or any such Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event (other than, with respect to any of the foregoing, the observance or performance of any financial maintenance covenant thereunder) occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Existing Credit Facility or such Indebtedness or the beneficiary or beneficiaries of any Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an involuntary offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Borrower or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined in such Swap Contract) under such Swap Contract as to which the Borrower or any Subsidiary is an Affected Party (as so defined in such Swap Contract) and, in either event, the Swap Termination Value owed by the Borrower or such Subsidiary as a result thereof is greater than the Threshold Amount (unless such Swap Contract is in connection with a Monetization Transaction for which the Swap Termination Value may be satisfied by the delivery of the underlying Specified Equity Interests related to such Monetization Transaction); or

(f) **Insolvency Proceedings, Etc.** The Borrower or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) **Inability to Pay Debts; Attachment.** (i) The Borrower or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) **Judgments.** There is entered against the Borrower or any Subsidiary (i) one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments or orders) exceeding the Threshold Amount (to the extent not covered by independent third party insurance as to which the insurer has been notified of such judgment or order and has not denied coverage) or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect

and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of 60 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of the Threshold Amount or (ii) the Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations and termination of the Aggregate Commitments, ceases to be in full force and effect; or the Borrower or any Affiliate contests in any manner the validity or enforceability of any provision of any Loan Document; or the Borrower denies that it has any or further liability or obligation under any Loan Document (other than as a result of repayment in full of the Obligations and termination of the Aggregate Commitments), or purports in writing to revoke, terminate or rescind any provision of any Loan Document; or

(k) Change of Control. There occurs any Change of Control.

8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans shall automatically terminate and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall, subject to the provisions of Section 2.12, be applied by the Administrative Agent in the following order (to the fullest extent permitted by applicable Laws):

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (excluding principal and interest but including fees, charges and disbursements of counsel to the Administrative Agent to the extent the Borrower is obligated to reimburse such amounts in accordance with the Loan Documents and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including fees, charges and disbursements of counsel to the respective Lenders to the extent the Borrower is obligated to reimburse such amounts in accordance with the Loan Documents, and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this subsection Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans and other Obligations, ratably among the Lenders in proportion to the respective amounts described in this subsection Third payable to them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

ARTICLE IX

ADMINISTRATIVE AGENT

9.01 Appointment and Authority. Each of the Lenders hereby irrevocably appoints, designates and authorizes Oaktree Fund Administration, LLC to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except to the extent set forth in Section 9.06, the provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and their respective Related Parties, and the Borrower shall not have rights as a third party beneficiary of any of such provisions (including, but not limited to, Section 9.06). It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

9.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust, financial advisory, underwriting, capital markets or other business with the Borrower or any Subsidiary or other

Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or to provide notice to or consent of the Lenders with respect thereto.

9.03 Exculpatory Provisions. The Administrative Agent and its Related Parties shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent and its Related Parties:

(a) shall not be subject to any agency, trust, fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(c) shall not have any duty to disclose, and shall not be liable for the failure to disclose to any Lender or any other Person, any credit or other information concerning the business, prospects, operations, properties, assets, financial or other condition or creditworthiness of the Borrower or any of its Affiliates that is communicated to, obtained by or otherwise in the possession of the Person serving as the Administrative Agent or its Related Parties in any capacity, except for notices, reports and other documents that are required to be furnished by the Administrative Agent to the Lenders pursuant to the express provisions of this Agreement; and

(d) shall not be required to account to any Lender for any sum or profit received by the Administrative Agent for its own account.

The Administrative Agent and its Related Parties shall not be liable for any action taken or not taken by it under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby or thereby (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence, bad faith, fraud or willful misconduct as determined by a court of competent jurisdiction by final non-appealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given in writing to the Administrative Agent by the Borrower or a Lender.

The Administrative Agent and its Related Parties shall not be responsible for or have any duty or obligations to any Lender or Participant or any other Person to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, shall be fully protected in relying, and shall not incur any liability for relying upon, any notice, request, certificate, consent, communication, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person, including any certification pursuant to Section 9.09. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person and shall be fully protected in relying, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction or reasonable satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Lender that has signed this Agreement or a signature page to an Assignment and Assumption or any other Loan Document pursuant to which it is to become a Lender hereunder shall be deemed to have consented to, approved and accepted and shall be deemed satisfied with each document or other matter required thereunder to be consented to, approved or accepted by such Lender or that is to be acceptable, satisfactory or reasonably satisfactory to such Lender.

9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.06 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, and, so long as no Event of Default has occurred and is continuing, with the approval of the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders (with, if applicable, the consent of the Borrower) and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative

Agent may on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) except for any indemnity payments or other amounts then owed to the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint (with, if applicable, the consent of the Borrower) a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent (other than as provided in Section 3.01(h)) and other than any rights to indemnity payments or other amounts owed to the retiring Administrative Agent as of the effective date of such resignation) shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender expressly acknowledges that neither the Administrative Agent nor any of its Related Parties has made any representations or warranties to it and that no act taken or failure to act by the Administrative Agent or any of its Related Parties, including any consent to, and acceptance of, any assignment or review of the affairs of the Borrower and its Subsidiaries or Affiliates shall be deemed to constitute a representation or warranty of the Administrative Agent or any of its Related Parties to any Lender, as to any matter, including whether the Administrative Agent or any of its Related Parties have disclosed material information in their (or their respective Related Parties') possession. Each Lender expressly acknowledges, represents and warrants to the Administrative Agent that (a) the Loan Documents set forth the terms of a commercial lending facility, (b) it is engaged in making, acquiring, purchasing or holding commercial loans in the ordinary course and is entering into this Agreement and the other Loan Documents to which it is a party as a Lender for the purpose of making, acquiring, purchasing and/or holding the commercial loans set forth herein as may be applicable to it, and not for the purpose of making, acquiring, purchasing or holding any other type of financial instrument, (c) it is sophisticated with respect to decisions to make, acquire, purchase or hold the commercial loans applicable to it and either it or the Person exercising discretion in making its decisions to make, acquire, purchase or hold such commercial loans is experienced in making, acquiring, purchasing or holding commercial loans, (d) it has, independently and without reliance upon the Administrative Agent, any other Lender or any of their respective Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and appraisal of, and investigations into, the business, prospects, operations, property, assets, liabilities, financial and other condition and creditworthiness of the Borrower and its Subsidiaries, all applicable bank or other regulatory applicable Laws relating to the transactions contemplated by this Agreement and the other Loan Documents and (e) it has made its own independent decision to enter into this Agreement and the other Loan Documents to which it is a party and to extend credit hereunder and thereunder. Each Lender also acknowledges that (i) it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their respective Related Parties, (A) continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder based on such documents and information as it shall from time to time deem appropriate and its own independent investigations and (B) continue to make such investigations and inquiries as it deems necessary to inform itself as to the Borrower and its Subsidiaries and (ii) it will not assert any claim in contravention of this Section 9.07.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, the Lead Arranger on the cover page hereof shall not have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder, but each such Person shall have the benefit of the indemnitees and exculpatory provisions hereof.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to the Borrower, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be (to the fullest extent permitted by applicable Laws) entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.07 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.10 [Reserved].

9.11 [Reserved].

9.12 Lender ERISA Representation and Other Lender Representations.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

- (i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement;
 - (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement;
 - (iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; or
 - (iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.
- (b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that none of the Administrative Agent is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto); or

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, or the Commitments for an amount less than the amount being paid for an interest in the Loans or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.13 Erroneous Payments.

(a) Each Lender hereby severally agrees that if (i) the Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Lender (whether or not known to such Lender) or (ii) it receives any payment from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, (y) that was not preceded or accompanied by a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment or (z) that such Lender otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) then, in each case an error in payment has been made (any such amounts specified in clause (i) or (ii) of this Section 9.13(a), whether received as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an "**Erroneous Payment**") and the Lender is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment and to the extent permitted by applicable law, such Lender shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Lender agrees that, in the case of clause (a)(ii) above, it shall promptly (and, in all events, within one Business Day of its knowledge (or deemed knowledge) of such error) notify the Administrative Agent in writing of such occurrence and, in the case of either clause (a)(i) or (a)(ii) above upon demand from the Administrative Agent, it shall promptly, but in all events no later than one Business Day thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Lender that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount, (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the applicable Lender or the Administrative Agent, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received, except, in the case of each of clauses (x), (y) and (z), to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making a payment on the Obligations.

(d) Each party's obligations under this Section 9.13 shall survive the resignation or replacement of the Administrative Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE X.
MISCELLANEOUS

10.01 Amendments, Etc. Except as otherwise set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that a waiver of any condition precedent in Section 4.01, 4.02 or 4.03 of any Default, mandatory prepayment or mandatory reduction of the Aggregate Commitments shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or (subject to subsection (ii) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender directly affected thereby; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) change Section 2.11 or Section 8.03 (or amend any other term of the Loan Documents that would have the effect of changing Section 2.11 or Section 8.03) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender; or

(e) change any provision of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender;

provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; and (ii) each of the Fee Letter and the VCOC Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender (it being understood that any Commitment or Loans held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of the Lenders, except increasing such Defaulting Lender's Commitment or extending date fixed hereunder for payment).

Notwithstanding the foregoing or any other provision in this Agreement or any other Loan Document to the contrary, if the Administrative Agent and the Borrower identify any ambiguity, omission, mistake, typographical error, inconsistency or other defect in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrower are permitted to amend, modify or supplement such provision to cure such ambiguity, omission, mistake, typographical error, inconsistency or other defect; provided that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Lender hereunder without the prior written consent of the Administrative Agent or the applicable Lender, as the case may be.

10.02 Notices; Effectiveness; Electronic Communication.

(a) **Notices Generally.** Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or electronic mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its administrative questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Borrower and the Administrative Agent.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) **Electronic Communications.** Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures mutually agreed to by the Borrower and the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or

the Borrower may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing subsection (i) of notification that such notice or communication is available and identifying the website address therefor; provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN COUNTERPARTS OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. Although the Platform is secured pursuant to generally-applicable security procedures and policies implemented or modified by the Administrative Agent and its Related Parties, each of the Lenders and the Borrower acknowledges and agrees that distribution of information through an electronic means is not necessarily secure in all respects, the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") are not responsible for approving or vetting the representatives, designees or contacts of any Lender that are provided access to the Platform and that there may be confidentiality and other risks associated with such form of distribution. Each of the Borrower and each Lender party hereto understands and accepts such risks. In no event shall the Agent Parties have any liability to the Borrower, any Lender or any other Person or entity for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet (including the Platform), except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence, bad faith, fraud or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party or the Borrower have any liability to any other Person for indirect, special, incidental, consequential or punitive damages, losses or expenses (as opposed to direct or actual damages, losses or expenses).

(d) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic Committed Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower, in the absence of gross negligence or willful misconduct as determined in a final and non-appealable judgment by a court of competent jurisdiction. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Borrower or any of them shall be vested exclusively in, and all actions and proceedings at Law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.10) or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to the Borrower under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in subsections (b) and (c) of the preceding proviso and subject to Section 2.11, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 Expenses; Indemnity; Damage Waiver.

(a) **Costs and Expenses.** The Borrower shall pay (i) all reasonable and invoiced out-of-pocket fees and expenses incurred by the Administrative Agent and its Affiliates (including the reasonable and invoiced fees, charges and disbursements of a single counsel for the Administrative Agent in reasonable detail and one local counsel in each relevant jurisdiction), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable and invoiced out-of-pocket expenses incurred by the Administrative Agent, any Lender (including the reasonable and invoiced fees, charges and disbursements of any one counsel for the Administrative Agent, one additional counsel on behalf of the Lenders and one local counsel in each relevant jurisdiction), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) **Indemnification by the Borrower.** The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof) and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "*Indemnitee*") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 3.01), (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnitee is a party thereto, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith, fraud or willful misconduct of such Indemnitee, (y) result from any dispute solely among Indemnitees, other than claims against an Indemnitee in its capacity or fulfilling its role as the Administrative Agent, the Lead Arranger or similar role under the Loan Documents and other than any claims arising directly or indirectly as a result of any act or omission by the Borrower or any Subsidiary or (z) result from a claim brought by the Borrower or against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) **Reimbursement by Lenders.** To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section 10.04 to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of the Administrative Agent but without affecting the Borrower's reimbursement obligations hereunder, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any Related Party of the Administrative Agent acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.10(d).

(d) **Waiver of Consequential Damages, Etc.** To the fullest extent permitted by applicable law, each party hereto hereby agrees that it shall not assert, and hereby waives, any claim against any other Person, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence, bad faith, fraud or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) **Payments.** All amounts due under this Section 10.04 shall be payable not later than ten Business Days after demand therefor.

(f) **Survival.** The agreements in this Section 10.04 and the indemnity provisions of Section 10.02(e) shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall, to the fullest extent possible under the provisions of applicable Laws, be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under subsection (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) **Successors and Assigns Generally.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (e) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 10.06 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) **Assignments by Lenders.** Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) **Minimum Amounts.**

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or the recordation date of each Assignment and Assumption in the Register, shall not be less than \$5,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) **Proportionate Amounts.** Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned.

(iii) **Required Consents.** No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section 10.06 and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default under Section 8.01(a), Section 8.01(f) or Section 8.01(g) has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within fifteen (15) Business Days after having received notice thereof; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender.

(iv) **Assignment and Assumption.** The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with payment of a processing and recordation fee in the amount of \$3,500 (which such payment is not the responsibility of the Borrower); provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an administrative questionnaire and all "know your customer" documentation.

(v) **No Assignment to Certain Persons.** No such assignment shall be made (A) to the Borrower or any of the Borrower's Affiliates or Subsidiaries, (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person).

(vi) **Certain Additional Payments.** In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this [Section 10.06](#), from and after the recording date of each Assignment and Assumption in the Register, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of [Sections 3.01, 3.04, 3.05, and 10.04](#) with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this [Section 10.06](#).

(c) **Register.** The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recording of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be *prima facie* evidence, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior written notice.

(d) **Participations.** Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person, a Defaulting Lender or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under [Section 10.04\(c\)](#) without regard to the existence of any participation.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to [Section 10.01](#) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of [Sections 3.01, 3.04 and 3.05](#) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this [Section 10.06](#) (it being understood that the documentation required under [Section 3.01\(e\)](#) shall be delivered to the Lender who sells the participation); provided that such Participant (A) agrees to be subject to the provisions of [Sections 3.06 and 10.13](#) as if it were an assignee under paragraph (b) of this [Section 10.06](#) and (B) shall not be entitled to receive any greater payment under [Sections 3.01 or 3.04](#), with respect to any participation, than the Lender from whom it acquired the applicable participation would have been entitled to receive, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of [Section 3.01](#) unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with [Section 3.01\(e\)](#) as though it were a Lender. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of [Section 3.06](#) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of [Section 10.08](#) as though it were a Lender; provided that such Participant agrees to be subject to [Section 2.11](#) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) or Proposed Section 1.163-5(b) of the United States Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

10.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any

swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the Borrower or (i) to the extent such information (x) becomes publicly available other than as a result of a breach of this [Section 10.07](#) or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and customary information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents and the Commitments.

For purposes of this Section, "**Information**" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary; provided that, in the case of information received from the Borrower or any Subsidiary after the Closing Date, such information is not identified as "PUBLIC" pursuant to [Section 6.02](#) or is otherwise clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States federal and state securities Laws.

10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of [Section 2.12](#) and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and their respective Affiliates under this [Section 10.08](#) are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 Counterparts; Integration; Effectiveness. This [Amendment Agreement](#) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in [Section 4.01](#), this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging (e.g., "pdf" or "tif") means shall be effective as delivery of a manually executed counterpart of this Agreement.

10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Committed Loan, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this [Section 10.12](#), if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent or the Lenders, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.13 Replacement of Lenders. If (i) any Lender requests compensation under [Section 3.04](#), (ii) if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to [Section 3.01](#), (iii) if any Lender is a Defaulting Lender or (iv) any Lender fails to consent to any amendment to this Agreement as requested by the

Borrower which requires the consent of all Lenders (or all of the Lenders affected thereby) and which is consented to by the Required Lenders, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights (other than its rights to payments of existing claims pursuant to Sections 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

- (a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b) (unless such fee shall have been waived by the Administrative Agent in the Administrative Agent's sole discretion);
- (b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);
- (c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;
- (d) such assignment does not conflict with applicable Laws; and
- (e) if the replacement of a Lender is being made pursuant to subsection (iv) above, the replacement Lender shall have consented to such requested amendment.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. THE BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION 10.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.16 No Advisory or Fiduciary Responsibility.

(a) In connection with all aspects of each transaction contemplated hereby, the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (B) the Administrative Agent and the Lenders have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the

extent they have deemed appropriate, and (C) the Borrower is capable of evaluating and understanding, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii)(A) in connection with the process leading to such transaction, each of the Administrative Agent and the Lenders is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as a financial advisor, advisor, agent or fiduciary for the Borrower or any of its Affiliates, stockholders, creditors or employees or any other Person, (B) none of the Administrative Agent or any of the Lenders has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower or any of its Affiliates with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether the Lead Arranger or any Lender has advised or is currently advising the Borrower or any of its Affiliates on other matters) and (C) none of the Administrative Agent or any of the Lenders has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from, and may conflict with, those of the Borrower and its Affiliates, and none of the Administrative Agent or any Lender has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

(b) The Borrower acknowledges and agrees that each Lender and any Affiliate thereof may lend money to, invest in, and generally engage in any kind of business with, any of the Borrower, any Affiliate thereof or any other person or entity that may do business with or own securities of any of the foregoing, all as if such Lender or Affiliate thereof were not a Lender or an Affiliate thereof (or an agent or any other person with any similar role under the Committed Loans) and without any duty to account therefor to any other Lender, the Borrower or any Affiliate of the foregoing. Each Lender and any Affiliate thereof may accept fees and other consideration from the Borrower or any Affiliate thereof for services in connection with this Agreement, the Committed Loans or otherwise without having to account for the same to any other Lender, the Borrower or any Affiliate of the foregoing.

10.17 Electronic Execution of Assignments and Certain Other Documents. The words "execute," "execution," "signed," "signature," "delivery" "execute," "execution," "signed," "signature," "delivery" and words of like import in or related to this Amendment, Agreement, any other Loan Document or any document, amendment, approval, consent, waiver, modification, information, notice, certificate, report, statement, disclosure or authorization to be signed or delivered in connection with this Amendment Agreement or any other Loan Document or the transactions contemplated hereby shall be deemed to include Electronic Signatures or execution in the form of an Electronic Record, and contract formations on electronic platforms approved by the Administrative Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each party hereto agrees that any Electronic Signature or execution in the form of an Electronic Record shall be valid and binding on itself and each of the other parties hereto to the same extent as a manual, original signature. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties of a manually signed paper which has been converted into electronic form (such as scanned into PDF format), or an electronically signed paper converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided that without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature from any party hereto, the Administrative Agent and the other parties hereto shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the executing party without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by an original manually executed counterpart thereof. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and any of the Loan Parties, Borrower, electronic images of this Amendment Agreement or any other Loan Document (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of the Loan Documents based solely on the lack of paper original copies of any Loan Documents, including with respect to any signature pages thereto.

(e) 10.18 GOVERNING LAW; BINDING EFFECT PATRIOT Act. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** This Amendment Each Lender that is subject to Anti-Terrorism Laws, including the Patriot Act, and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Patriot Act. As provided in Section 6.12, the Borrower shall, be binding upon promptly following a request by the parties hereto Administrative Agent or any Lender, provide all documentation and their respective successors and assigns. other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable Anti-Terrorism Laws, including the Patriot Act.

(f) 10.19 HEADINGS. Section headings in this Amendment are included herein for convenience Time of reference only and shall not constitute a part of this Amendment for any other purpose.

(g) TIME OF THE ESSENCE the Essence. Time is of the essence of this Amendment and the Loan Documents.

(h) 10.20 LOAN DOCUMENT Designation as Senior Debt. This Amendment is a Loan Document All Obligations shall be "Designated Senior Indebtedness" for purposes of any public indebtedness of the Borrower and subject its Subsidiaries issued after the Closing Date.

10.21 FCC Approval. Notwithstanding anything to the terms contrary contained in this Agreement or in the other Loan Documents, neither the Administrative Agent nor any Lender will take any action pursuant to this Agreement or any of the Credit Agreement, other Loan Documents, which would constitute or result in a change in control of the Borrower or any of its Subsidiaries requiring the prior approval of the FCC without first obtaining such prior approval of the FCC. After the occurrence of an Event of Default, the Borrower shall take or cause to be taken any action which the Administrative Agent may reasonably request in order to obtain from the FCC such approval as may be necessary to enable the Administrative Agent to exercise and enjoy the full rights and benefits granted to the Administrative Agent, for the benefit of the Lenders by this Agreement or any of the other Loan Documents, including, at the Borrower's cost and expense, the use of the Borrower's best efforts to assist in obtaining such approval for any action or transaction contemplated by this Agreement or any of the other Loan Documents for which such approval is required by Law.

(i) 10.22 ENTIRE AGREEMENT Entire Agreement. THIS AMENDMENT, TOGETHER WITH THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL

AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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10.23 [Reserved].

10.24 **Acknowledgement and Consent to Bail-In of Affected Financial Institutions.** Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
 - (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this **Amendment Agreement** to be duly executed **and delivered by their proper and duly authorized officers effective as of the Amendment Effective Date, date first above written.**

TELEPHONE AND DATA SYSTEMS, INC.

By: /s/ LeRoy T. Carlson, Jr. Vicki L. Villarez
LeRoy T.
Carlson,
Jr. Name: Vicki L. Villarez
Title: Executive Vice President and Chief
Executive Financial Officer

By: /s/ John M. Toomey
John M.
Toomey
Vice President
and Treasurer

TDS
TELECOMMUNICATIONS
LLC

By: /s/ John P. Kelsh
John P. Kelsh
General
Counsel and
Assistant
Secretary

ONENECK DATA
CENTER HOLDINGS,
LLC

By: /s/ John P. Kelsh
John P. Kelsh
General
Counsel and
Assistant
Secretary

ONENECK IT
SOLUTIONS, LLC

By: /s/ John P. Kelsh
John P. Kelsh
General
Counsel and
Assistant
Secretary

AFFILIATE FUND

By: /s/ John M. Toomey
Name: John M. Toomey
Treasurer Title: Vice President and Secretary Treasurer

WELLS
FARGO BANK,
NATIONAL
ASSOCIATION,

OAKTREE FUND ADMINISTRATION, LLC, as Administrative Agent

By:

Its:

Oaktree Capital Management, L.P.

Managing Member

By:

/s/ Daniel Kurtz Mary Gallegly

Daniel Kurtz Mary

Name:

Gallegly

Title:

Managing Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender, L/C Issuer and Swing Line Lender

By: /s/ Daniel Kurtz

Name: Daniel Kurtz

Title: Director

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
as a Lender Christine Pope

By: /s/ Pradeep Mehra

Name: Pradeep Mehra

Title: Authorized Signatory

Christine Pope

CITIBANK, N.A.,
as a Lender

By: /s/ Elizabeth Minnella

Name: Elizabeth Minnella

Title: Vice President and Managing Director

COBANK, ACB,
as a Lender

By: /s/ Andy Smith
Name: Andy Smith
Title: Managing Director

[Signature Page to Credit Agreement]

**U.S. BANK
NATIONAL
ASSOCIATION,**
OAKTREE-TCDRS STRATEGIC CREDIT, LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Daniel E. Von Herzen,
CFA Mary Gallegly

Daniel E. Von
Herzen, CFA Mary
Gallegly
Name: Gallegly
Title: Authorized Officer

ROYAL BANK OF CANADA,
as a Lender

By: /s/ D.W. Scott Johnson Christine Pope

Name: D.W. Scott
Johnson Christine Pope
Title: Authorized
Signatory Managing Director

**TRUIST
BANK,**

OAKTREE-FORREST MULTI-STRATEGY, LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Jim C. Wright Mary Gallegly
Name: Jim C. Wright Mary Gallegly
Title: Vice President

MUFG BANK, LTD.,
as a Lender Managing Director

By: /s/ Colin Donnarumma
Name: Colin Donnarumma
Title: Vice President

THE BANK OF NEW YORK MELLON,
as a Lender Christine Pope

By: /s/ Yipeng Zhang
Name: Yipeng Zhang
Title: Vice President Managing Director

Christine Pope

[Signature Page to Credit Agreement]

CIBC
BANK
USA,

OAKTREE-TBMR STRATEGIC CREDIT FUND C, LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Ryan Mannell Mary Gallegly
Name: Ryan Mannell Mary
Title: Commercial Banking
Title: Officer

THE NORTHERN TRUST COMPANY,
as a Lender Managing Director

By: /s/ Lisa DeCristofaro Christine Pope
Name: Lisa DeCristofaro
Title: Christine Pope
Title: SVP

Exhibit 4.2

**SECOND AMENDMENT TO AMENDED AND RESTATED
CREDIT AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), is entered into as of September 15, 2023 among TELEPHONE AND DATA SYSTEMS, INC., a Delaware corporation (the "Borrower"), each Guarantor party hereto, each lender party hereto (collectively, the "Lenders" and, individually, a "Lender") and COBANK, ACB, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS:

A. The Borrower, the Lenders and the Administrative Agent entered into that certain Amended and Restated Credit Agreement dated as of July 20, 2021 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of March 2, 2023, the "Existing Credit Agreement", and as further amended by this Amendment and as otherwise amended, restated, supplemented, replaced, refinanced, extended or modified from time to time, the "Credit Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

B. The Borrower, the other Loan Parties, the Administrative Agent and the Lenders (including the Voting Participants) party hereto (it being understood that such Lenders and Voting Participants constitute the Required Lenders) now desire to amend the negative covenant with respect to Dispositions.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions, and in reliance upon the representations and warranties, in each case contained herein, the parties hereto agree hereby as follows:

ARTICLE I

Section 1.01 AMENDMENTS.

(a) Effective as of the date hereof, the phrase "Make any Disposition or enter into any agreement to make any Disposition, except:" in the first sentence of Section 7.05 of the Credit Agreement is replaced in its entirety with "Make any Disposition except:".

ARTICLE II

Section 2.01 REPRESENTATIONS AND WARRANTIES TRUE: NO EVENT OF DEFAULT. By its execution and delivery hereof, the Borrower and each other Loan Party, as applicable, represents and warrants that, as of the date hereof:

(a) the representations and warranties of the Borrower and the other Loan Parties, as applicable, contained in Article V of the Credit Agreement or any other Loan Document, or which are contained in any document furnished in connection herewith or therewith, shall be true and correct in all material respects (or, to the extent any such representation or warranty is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of the Amendment Effective Date, after giving effect to the amendments contemplated in this Amendment as if such representations and warranties were being made on and as of the Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01 of the Credit Agreement;

(b) no event has occurred and is continuing which constitutes a Default;

(c) (i) each Loan Party has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Amendment, (ii) this Amendment has been duly executed and delivered by each Loan Party, and (iii) this Amendment and the Credit Agreement, as amended hereby, constitute a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is a party thereto in accordance with their respective terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other applicable laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought;

(d) the execution, delivery and performance by each applicable Loan Party of this Amendment and the Credit Agreement, as amended hereby, and the consummation of any transactions contemplated herein or therein, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) contravene any material term of any of such Person's Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (A) any Contractual Obligation, including, but not limited to, any bonds, debentures, notes, loan agreements or other similar instruments, to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any applicable law to which such Person is subject, except in each case referred to in subsections (ii) and (iii) above to the extent that any such conflict, breach, contravention, creation, requirement or violation could reasonably be expected to have a Material Adverse Effect; and

(e) no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, any applicable Loan Party of this Amendment other than those already obtained or performed.

ARTICLE III

Section 3.01 CONDITIONS PRECEDENT TO EFFECTIVENESS. The parties hereto agree that this Amendment shall not be effective until the satisfaction of each of the following conditions precedent:

(a) the Administrative Agent shall have received a copy of this Amendment duly completed, executed and delivered by the Required Lenders, the Borrower and the other Loan Parties;

(b) the Administrative Agent shall receive evidence of concurrent consummation of a related amendment to the U.S. Cellular Revolving Loan Facility, which shall be in form and substance reasonably acceptable to the Administrative Agent;

(c) the Administrative Agent shall receive evidence of concurrent consummation of a related amendment to the U.S. Cellular Term Loan Facility, which shall be in form and substance reasonably acceptable to the Administrative Agent;

(d) the Administrative Agent shall receive evidence of concurrent consummation of a related amendment to the Revolving Loan Facility, which shall be in form and substance reasonably acceptable to the Administrative Agent;

(e) the Administrative Agent shall receive evidence of concurrent consummation of a related amendment to the Senior Term Loan Credit Agreement, dated as of December 9, 2021 (and as amended, restated, supplemented or otherwise modified from time to time), among U.S. Cellular, Toronto Dominion (Texas) LLC, as the administrative agent, and the lenders party thereto, which shall

be in form and substance reasonably acceptable to the Administrative Agent;

(f) the Administrative Agent shall receive evidence of concurrent consummation of a related amendment to the Credit Agreement, dated as of December 17, 2021 (and as amended, restated, supplemented or otherwise modified from time to time), among U.S. Cellular, the lenders party thereto, Citibank, N.A., as administrative agent, and Export Development Canada, as a mandated lead arranger and a lender, which shall be in form and substance reasonably acceptable to the Administrative Agent;

(g) the Administrative Agent shall receive evidence of concurrent consummation of a related amendment to the Credit Agreement, dated as of November 9, 2022 (and as amended, restated, supplemented or otherwise modified from time to time), among the Borrower, the lenders party thereto, and Export Development Canada, as a lender, which shall be in form and substance reasonably acceptable to the Administrative Agent; and

(h) each of the representations and warranties made in this Amendment shall be true and correct in all material respects (or, to the extent any such representation or warranty is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of the Amendment Effective Date (as defined below), both before and after giving effect to the amendments contemplated by this Amendment as if such representations and warranties were being made on and as of the Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01 of the Credit Agreement.

ARTICLE IV

Section 4.01 MISCELLANEOUS.

(a) **RATIFICATION OF LOAN DOCUMENTS.** Except for the specific amendments, releases, consents and waivers expressly set forth in this Amendment, the terms, provisions, conditions and covenants of the Credit Agreement and the other Loan Documents remain in full force and effect and are hereby ratified, reaffirmed and confirmed, and the execution, delivery and performance of this Amendment shall not in any manner operate as a waiver of, consent to or amendment of any other term, provision, condition or covenant of the Credit Agreement or any other Loan Document.

(b) **AMENDMENT EFFECTIVE DATE.** This Amendment shall become effective when the Administrative Agent has received counterparts of this Amendment executed by the Borrower, the other Loan Parties, the Required Lenders and the Administrative Agent and each of the conditions precedent set forth in Section 3.01 of this Amendment has been satisfied (the "Amendment Effective Date"), whether or not this Amendment has been executed and delivered by each and every Lender named on a signature page attached hereto.

(c) **REFERENCES TO THE CREDIT AGREEMENT.** Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder" or in any other Loan Document to the "Credit Agreement" or "thereunder", or words of like import shall mean and be a reference to the Credit Agreement, as affected and amended hereby.

(d) **EXECUTION IN COUNTERPARTS.** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execute," "execution," "signed," "signature," "delivery" and words of like import in or related to this Amendment, any other Loan Document or any document, amendment, approval, consent, waiver, modification, information, notice, certificate, report, statement, disclosure, or authorization to be signed or delivered in connection with this Amendment or any other Loan Document or the transactions contemplated hereby shall be deemed to include Electronic Signatures or execution in the form of an Electronic Record, and contract formations on electronic platforms approved by the Administrative Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each party hereto agrees that any Electronic Signature or execution in the form of an Electronic Record shall be valid and binding on itself and each of the other parties hereto to the same extent as a manual, original signature. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties of a manually signed paper which has been converted into electronic form (such as scanned into PDF format), or an electronically signed paper converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided that without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature from any party hereto, the Administrative Agent and the other parties hereto shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the executing party without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by an original manually executed counterpart thereof. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and any of the Loan Parties, electronic images of this Amendment or any other Loan Document (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of the Loan Documents based solely on the lack of paper original copies of any Loan Documents, including with respect to any signature pages thereto.

(e) **GOVERNING LAW; BINDING EFFECT.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

(f) **HEADINGS.** Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(g) **TIME OF THE ESSENCE.** Time is of the essence of this Amendment and the Loan Documents.

(h) **LOAN DOCUMENT.** This Amendment is a Loan Document and subject to the terms of the Credit Agreement.

(i) **ENTIRE AGREEMENT.** THIS AMENDMENT, TOGETHER WITH THE CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

Managing Director

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers effective as of the Amendment Effective Date.

TELEPHONE
AND DATA
SYSTEMS,
INC.

OAKTREE-TBMR STRATEGIC CREDIT FUND F, LLC, as a Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ LeRoy T. Carlson, Jr. Mary Gallegly
LeRoy T. Carlson, Jr. Name: Mary Gallegly
President and Chief Executive Officer Title: Managing Director

By: /s/ John M. Toomey Christine Pope
John M. Toomey Name: Christine Pope
Vice President and Treasurer Title:

TDS TELECOMMUNICATIONS LLC

By: /s/ John P. Kelsh
John P. Kelsh
General Counsel and Assistant Secretary

ONENECK DATA CENTER HOLDINGS, LLC

By: /s/ John P. Kelsh
John P. Kelsh
General Counsel and Assistant Secretary

ONENECK IT SOLUTIONS, LLC

By: /s/ John P. Kelsh
John P. Kelsh
General Counsel and Assistant Secretary

AFFILIATE FUND

By: /s/ John M. Toomey
John M. Toomey
Treasurer and Secretary Managing Director

COBANK, ACB,
as Administrative Agent and a Lender

By: /s/ Andy Smith
Name: Andy Smith
Title: Managing Director

AGCOUNTRY FARM CREDIT SERVICES, FLCA,
as a Voting Participant pursuant to Section 10.06 of the Credit Agreement

By: /s/ Gustave Radcliffe
Name: Gustave Radcliffe
Title: Vice President, Capital Markets

AGFIRST FARM CREDIT BANK,
as a Voting Participant pursuant to Section 10.06 of the Credit Agreement

By: /s/ Christopher Reynolds
Name: Christopher Reynolds
Title: Senior Vice President

AGWEST FARM OAKTREE-TBMR STRATEGIC CREDIT FLCA, FUND G, LLC, successor in interest by
merger to **NORTHWEST FARM CREDIT SERVICES, FLCA,** and **FARM CREDIT WEST, FLCA,**
as a Voting Participant pursuant to Section 10.06 of the Credit
Agreement Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Austin Taylor Mary Gallegly
Name: Austin Taylor Mary Gallegly
Title: Vice President, Capital Markets

AMERICAN AGCREDIT, FLCA,
as a Voting Participant pursuant to Section 10.06 of the Credit
Agreement Managing Director

By: /s/ Daniel K. Hansen Christine Pope
Name: Daniel K. Hansen Christine Pope
Title: Vice President Managing Director

CAPITAL
FARM
CREDIT,
FLCA,

OAKTREE-TSE 16 STRATEGIC CREDIT, LLC, as a Voting Participant pursuant to Section 10.06 of the Credit Agreement Lender

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Agustin Arzeno Mary Gallegly
Name: Agustin Arzeno Mary Gallegly
Title: Managing Director Capital Markets

COMPEER FINANCIAL, FLCA,
as a Voting Participant pursuant to Section 10.06 of the Credit Agreement

By: /s/ Jeremy Voigts
Name: Jeremy Voigts
Title: Director, Capital Markets

FARM CREDIT BANK OF TEXAS,
as a Voting Participant pursuant to Section 10.06 of the Credit Agreement Christine Pope

By: /s/ John McCarty
Name: John McCarty
Title: Managing Director Capital Markets

Christine Pope

FARM CREDIT EAST, ACA,
as a Voting Participant pursuant to Section 10.06 of the Credit Agreement

By: /s/ Benjamin Thompson
Name: Benjamin Thompson
Title: Vice President

[Signature Page to Credit Agreement]

FARM
CREDIT
MID-
AMERICA,
FLCA,
f/k/a Farm
Credit
Services
of Mid-
America,
FLCA,

INPRS STRATEGIC CREDIT HOLDINGS, LLC, as a Voting Participant pursuant to Section
10.06 of the Credit Agreement Lender

By:

Oaktree Capital Management, L.P.

Its:

Manager

By:

/s/ Matthew Giffen Mary Gallegly

Matthew Giffen Mary
Name: Gallegly
VP Food and
Agribusiness
Title: Participations

FARM CREDIT OF NEW MEXICO, FLCA, a wholly owned subsidiary of

Farm Credit of New Mexico, ACA,

as a Voting Participant pursuant to Section 10.06 of the Credit
Agreement Managing Director

By:

/s/ Clarissa Shiver Christine Pope

Name:

Clarissa Shiver Christine Pope

VP Credit -
Participations Managing
Title: Director

Title:

FARM
CREDIT
SERVICES
OF
AMERICA,
FLCA,

OAKTREE SPECIALTY LENDING CORPORATION, as a Voting Participant pursuant to Section 10.06 of the
Credit Agreement Lender

By:

Oaktree Fund Advisors, LLC

Its:

Investment Advisor

By:

/s/ Nicholas King Mary Gallegly

Name: Nicholas King Mary Gallegly

Title: Vice President

FEDERAL AGRICULTURAL MORTGAGE CORPORATION,

as a Voting Participant pursuant to Section 10.06 of the Credit Agreement Managing Director

By: /s/ Matthew Addison

Name: Matthew Addison

Title: Senior Client Manager - Corporate AgFinance

FRESNO-MADERA PRODUCTION CREDIT ASSOCIATION,

as a Voting Participant pursuant to Section 10.06 of the Credit Agreement Christine Pope

Name: Christine Pope

By: /s/ Leili Ghazi

Name: Leili Ghazi

Title: SVP, Chief Lending Officer Managing Director

GREENSTONE FARM CREDIT SERVICES, FLCA,

as a Voting Participant pursuant to Section 10.06 of the Credit Agreement

By: /s/ Andrew Shockley

Name: Andrew Shockley

Title: VP Capital Markets

HIGH PLAINS FARM CREDIT, FLCA

as a Voting Participant pursuant to Section 10.06 of the Credit Agreement

By: /s/ Ryan D. Reh

Name: Ryan D. Reh

Title: Capital Markets Director

Exhibit 4.3

**SECOND AMENDMENT TO
CREDIT AGREEMENT**

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), is entered into as of September 15, 2023 by and among TELEPHONE AND DATA SYSTEMS, INC., a Delaware corporation (the "Borrower"), the other Loan Parties and EXPORT DEVELOPMENT CANADA (the "Lender").

RECITALS:

A. The Borrower and the Lender entered into that certain Credit Agreement dated as of November 9, 2022 (as the same may hereafter be amended, restated, supplemented, replaced, refinanced, extended or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.]

B. The Borrower, the other Loan Parties, and the Lender now desire to amend the Credit Agreement to amend the negative covenant with respect to Dispositions.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions, and in reliance upon the representations and warranties, in each case contained herein, the parties hereto agree hereby as follows:

ARTICLE I

Section 1.01 AMENDMENTS.

(a) Effective as of the date hereof, the phrase "Make any Disposition or enter into any agreement to make any Disposition, except:" in the first sentence of Section 7.05 of the Credit Agreement is replaced in its entirety with "Make any Disposition except:".

ARTICLE II

Section 2.01 REPRESENTATIONS AND WARRANTIES TRUE; NO EVENT OF DEFAULT. By its execution and delivery hereof, the Borrower and each other Loan Party, as applicable, represents and warrants that, as of the date hereof:

(a) the representations and warranties of the Borrower and the other Loan Parties, as applicable, contained in Article V of the Credit Agreement or any other Loan Document, or which are contained in any document furnished in connection herewith or therewith, shall be true and correct in all material respects (or, to the extent any such representation or warranty is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of the Amendment Effective Date (as defined below), after giving effect to the amendments contemplated in this Amendment as if such representations and warranties were being made on and as of the Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01 of the Credit Agreement;

(b) no event has occurred and is continuing which constitutes a Default;

(c) (i) each Loan Party has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Amendment, (ii) this Amendment has been duly executed and delivered by each Loan Party, and (iii) this Amendment and the Credit Agreement, as amended hereby, each constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is a party thereto in accordance with their respective terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other applicable laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought;

(d) the execution, delivery and performance by each applicable Loan Party of this Amendment and the Credit Agreement, as amended hereby, and the consummation of any transactions contemplated herein or therein, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) contravene any material term of any of such Person's Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (A) any Contractual Obligation, including, but not limited to, any bonds, debentures, notes, loan agreements or other similar instruments, to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any applicable law to which such Person is subject, except in each case referred to in subsections (ii) and (iii) above to the extent that any such conflict, breach, contravention, creation, requirement or violation could reasonably be expected to have a Material Adverse Effect; and

(e) no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, any applicable Loan Party of this Amendment other than those already obtained or performed.

ARTICLE III

Section 3.01 CONDITIONS PRECEDENT TO EFFECTIVENESS. The parties hereto agree that this Amendment shall not be effective until the satisfaction of each of the following conditions precedent:

(a) the Lender shall have received a copy of this Amendment duly completed, executed and delivered by the Borrower and the other Loan Parties;

(b) the Lender shall have received evidence of concurrent consummation of a related amendment to the credit agreement evidencing the U.S. Cellular SOFR Loan Facility, which shall be in form and substance reasonably acceptable to the Lender;

(c) the Lender shall have received evidence of concurrent consummation of a related amendment to the TDS Wells Fargo Credit Agreement, which shall be in form and substance reasonably acceptable to the Lender;

(d) the Lender shall have received evidence of concurrent consummation of a related amendment to the credit agreement evidencing the U.S. Cellular Revolving Loan Facility, which shall be in form and substance reasonably acceptable to the Lender;

(e) the Lender shall have received evidence of concurrent consummation of a related amendment to the credit agreement evidencing the TDS CoBank Term Loan Facility, which shall be in form and substance reasonably acceptable to the Lender;

(f) the Lender shall have received evidence of concurrent consummation of a related amendment to the credit agreement evidencing the U.S. Cellular Term Loan Facility, which shall be in form and substance reasonably acceptable to the Lender;

(g) the Lender shall have received evidence of concurrent consummation of a related amendment to the credit agreement evidencing the U.S. Cellular Citibank Loan Facility, which shall be in form and substance reasonably acceptable to the Lender; and

(i) each of the representations and warranties made in this Amendment shall be true and correct in all material respects (or, to the extent any such representation or warranty is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) on and as of the Amendment Effective Date (as defined below), both before and after giving effect to the amendments contemplated by this Amendment as if such representations and warranties were being made on and as of the Amendment Effective Date, except to the extent that such representations

and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01 of the Credit Agreement.

ARTICLE IV

Section 4.01 MISCELLANEOUS.

(a) RATIFICATION OF LOAN DOCUMENTS. Except for the specific amendments, releases, consents and waivers expressly set forth in this Amendment, the terms, provisions, conditions and covenants of the Credit Agreement and the other Loan Documents remain in full force and effect and are hereby ratified and confirmed, and the execution, delivery and performance of this Amendment shall not in any manner operate as a waiver of, consent to or amendment of any other term, provision, condition or covenant of the Credit Agreement or any other Loan Document.

(b) AMENDMENT EFFECTIVE DATE. This Amendment shall become effective when the Lender has received counterparts of this Amendment executed by the Borrower, the other Loan Parties and the Lender and each of the conditions precedent set forth in Section 3.01 of this Amendment has been satisfied (the "Amendment Effective Date").

(c) REFERENCES TO THE CREDIT AGREEMENT. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder" or in any other Loan Document to the "Credit Agreement" or "thereunder", or words of like import shall mean and be a reference to the Credit Agreement, as affected and amended hereby.

(d) EXECUTION IN COUNTERPARTS. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execute," "execution," "signed," "signature," "delivery" and words of like import in or related to this Amendment, any other Loan Document or any document, amendment, approval, consent, waiver, modification, information, notice, certificate, report, statement, disclosure, or authorization to be signed or delivered in connection with this Amendment or any other Loan Document or the transactions contemplated hereby shall be deemed to include Electronic Signatures or execution in the form of an Electronic Record, and contract formations on electronic platforms approved by the Lender, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each party hereto agrees that any Electronic Signature or execution in the form of an Electronic Record shall be valid and binding on itself and each of the other parties hereto to the same extent as a manual, original signature. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties of a manually signed paper which has been converted into electronic form (such as scanned into PDF format), or an electronically signed paper converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Lender is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Lender pursuant to procedures approved by it; provided that without limiting the foregoing, (a) to the extent the Lender has agreed to accept such Electronic Signature from any party hereto, the Lender and the other parties hereto shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the executing party without further verification and (b) upon the request of the Lender, any Electronic Signature shall be promptly followed by an original manually executed counterpart thereof. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Lender and any of the Loan Parties, electronic images of this Amendment (including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of the Loan Documents based solely on the lack of paper original copies of any Loan Documents, including with respect to any signature pages thereto.

(e) GOVERNING LAW; BINDING EFFECT. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

(f) HEADINGS. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(g) TIME OF THE ESSENCE. Time is of the essence of this Amendment and the Loan Documents.

(h) LOAN DOCUMENT. This Amendment is a Loan Document and subject to the terms of the Credit Agreement.

(i) ENTIRE AGREEMENT. THIS AMENDMENT, TOGETHER WITH THE CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers effective as of the Amendment Effective Date

TELEPHONE AND DATA SYSTEMS, INC.

By: /s/ LeRoy T. Carlson, Jr.
LeRoy T. Carlson, Jr.
President and Chief Executive Officer

By: /s/ John M. Toomey
John M. Toomey
Vice President and Treasurer

TDS TELECOMMUNICATIONS LLC

By: /s/ John P. Kelsh
John P. Kelsh
General Counsel and Assistant Secretary

ONENECK DATA CENTER HOLDINGS, LLC

By: /s/ John P. Kelsh
John P. Kelsh
General Counsel and Assistant Secretary

ONENECK IT SOLUTIONS, LLC

By: /s/ John P. Kelsh
John P. Kelsh
General Counsel and Assistant Secretary

AFFILIATE FUND

By: /s/ John M. Toomey
John M. Toomey
Treasurer and Secretary

EXPORT DEVELOPMENT CANADA, OAKTREE STRATEGIC CREDIT FUND,

as a Lender

By: Oaktree Fund Advisors, LLC

Its: Investment Advisor

By: /s/ Michael Lambe Mary Gallegly

Name: Michael Lambe Mary Gallegly

Title: Senior Financing Manager Managing Director

By: /s/ Trevor Mulligan Christine Pope

Name: Trevor Mulligan Christine Pope

Title: Senior Financing Managing Director

OAKTREE JALAPENO INVESTMENT FUND, L.P., as a Lender

By: Oaktree Jalapeno Investment Fund GP, L.P.

Its: General Partner

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By: /s/ Mary Gallegly

Name: Mary Gallegly

Title: Authorized Signatory

By: /s/ Christine Pope

Name: Christine Pope

Title: Authorized Signatory

[Signature Page to Credit Agreement]

OPPS TDS HOLDINGS, L.P., as a Lender

By: Oaktree Fund GP, LLC

Its: General Partner

By: Oaktree Fund GP I, L.P.

Its: Managing Member

By: /s/ Jordan Mikes

Name: Jordan Mikes

Title: Authorized Signatory

By: /s/ David Brown

Name: David Brown

Title: Authorized Signatory

[Signature Page to Credit Agreement]

OPPS TDS DD HOLDINGS, L.P., as a Lender

By: Oaktree Fund AIF Series (Cayman), L.P. - Series O
Its: General Partner

By: Oaktree AIF (Cayman) GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Jordan Mikes
Name: Jordan Mikes
Title: Managing Director

By: /s/ David Brown
Name: David Brown
Title: Managing Director

By: Oaktree Fund AIF Series, L.P. - Series N
Its: General Partner

By: Oaktree Fund GP AIF, LLC
Its: General Partner

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: /s/ Jordan Mikes
Name: Jordan Mikes
Title: Authorized Person

By: /s/ David Brown
Name: David Brown
Title: Authorized Person

[Signature Page to Credit Agreement]

VOF OPIF TDS HOLDINGS, L.P., as a Lender

By: **Oaktree Fund AIF Series, L.P. - Series U**
Its: **General Partner**

By: **Oaktree Fund GP AIF, LLC**
Its: **General Partner**

By: **Oaktree Fund GP III, L.P.**
Its: **Managing Member**

By: **/s/ Colin McLafferty**
Name: **Colin McLafferty**
Title: **Authorized Signatory**

By: **/s/ Steven Tesoriere**
Name: **Steven Tesoriere**
Title: **Authorized Signatory**

OAKTREE MP TDS, LLC, as a Lender

By: **Oaktree-Copley Investments, LLC**
Its: **Managing Member**

By: **Oaktree-Copley Investments, LLC**
Its: **Manager**

By: **Oaktree-Copley Investments, LLC**
Its: **Managing Member**

By: **/s/ Colin McLafferty**
Name: **Colin McLafferty**
Title: **Authorized Signatory**

By: **/s/ Steven Tesoriere**
Name: **Steven Tesoriere**
Title: **Authorized Signatory**

[Signature Page to Credit Agreement]

**OAKTREE DIRECT LENDING FUND DELAWARE HOLDINGS NON-EURRC,
L.P., as a Lender**

By: Oaktree Direct Lending Fund GP, L.P.
Its: General Partner

By: Oaktree Direct Lending Fund GP Ltd.
Its: General Partner

By: Oaktree Capital Management L.P.
Its: Director

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Managing Director

By: /s/ Christine Pope
Name: Christine Pope
Title: Managing Director

**OAKTREE DIRECT LENDING FUND UNLEVERED DELAWARE HOLDINGS
NON-EURRC, L.P., as a Lender**

By: Oaktree Direct Lending Fund GP, L.P.
Its: General Partner

By: Oaktree Direct Lending Fund GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Managing Director

By: /s/ Christine Pope
Name: Christine Pope
Title: Managing Director

[Signature Page to Credit Agreement]

**OAKTREE DIRECT LENDING FUND VCOC DELAWARE HOLDINGS NON-
EURRC, L.P., as a Lender**

By: Oaktree Direct Lending Fund VCOC (Parallel), L.P.
Its: General Partner

By: Oaktree Direct Lending Fund GP, L.P.
Its: General Partner

By: Oaktree Direct Lending Fund GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Managing Director

By: /s/ Christine Pope
Name: Christine Pope
Title: Managing Director

[Signature Page to Credit Agreement]

Exhibit 31.1

Certification of principal executive officer

I, LeRoy T. Carlson, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Telephone and Data Systems, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2023 May 3, 2024

/s/ LeRoy T. Carlson, Jr.
LeRoy T. Carlson, Jr.
President and Chief Executive Officer
(principal executive officer)

Certification of principal financial officer

I, Vicki L. Villacrez, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Telephone and Data Systems, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **November 3, 2023** **May 3, 2024**

/s/ Vicki L. Villacrez

Vicki L. Villacrez
Executive Vice President and Chief Financial Officer
(principal financial officer)

**Certification Pursuant to Section 1350 of Chapter 63
of Title 18 of the United States Code**

I, LeRoy T. Carlson, Jr., the principal executive officer of Telephone and Data Systems, Inc., certify that (i) the quarterly report on Form 10-Q for the **third** **first** quarter of **2023** **2024** fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Telephone and Data Systems, Inc.

/s/ LeRoy T. Carlson, Jr.

LeRoy T. Carlson, Jr.

November **May 3, 2023** **2024**

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Telephone and Data Systems, Inc. and will be retained by Telephone and Data Systems, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification Pursuant to Section 1350 of Chapter 63
of Title 18 of the United States Code**

I, Vicki L. Villacrez, the principal financial officer of Telephone and Data Systems, Inc., certify that (i) the quarterly report on Form 10-Q for the **third** **first** quarter of **2023** **2024** fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Telephone and Data Systems, Inc.

/s/ Vicki L. Villacrez

Vicki L. Villacrez

November **May** 3, **2023** **2024**

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Telephone and Data Systems, Inc. and will be retained by Telephone and Data Systems, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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