

After Recording, Return To:

Telephone and Data Systems, Inc.
525 Junction Rd
Madison, WI 53717
Attn: Marcia Szabados

AMERITITLE, has recorded this
Instrument by request as an accomodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

Space above reserved for recorder

**EASEMENT, RIGHTS-OF-WAY, AND PERMIT
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS EASEMENT, RIGHTS-OF-WAY, AND PERMIT ASSIGNMENT AND ASSUMPTION AGREEMENT, is dated effective as of September 1, 2014, and is made between and among BEND CABLE PROPERTIES, INC., an Oregon corporation (formerly known as "Bend Cable Communications, Inc." and sometimes appearing of record under such name), BEND CABLE COMMUNICATIONS, LLC, an Oregon limited liability company (also sometimes appearing of record as "Bend Broadband" or "BCC, LLC"), and BENDBROADBAND VAULT, LLC, an Oregon limited liability company (collectively "Assignors" and each an "Assignor"), and TELEPHONE AND DATA SYSTEMS, INC., a Delaware corporation ("Assignee").

RECITALS

A. Each Assignor is a Grantee (either named or by assignment) under one or more of those certain easements, rights-of-way, and real property licenses and permits, identified on attached **Exhibit A** (collectively, the "Recorded Easements, Rights-of-Way and Permits").

B. Each Assignor desires to assign to Assignee, to the extent of such Assignor's interests therein, all right, title and interest in and to the Recorded Easements, Rights-of-Way and Permits, and further assign to Assignee each Assignor's right, title and interest in any and all Other Easements, Rights-of-Way and Permits (as that term is defined below), whether or not such interest is evidenced in writing or of record, and Assignee desires to assume all of Assignors' right, title and interest in and to the Recorded Easements, Rights-of-Way and Permits and any and all Other Easements, Rights-of-Way and Permits.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the Assignors and Assignee agree as follows:

AGREEMENT

1. Assignment. Each Assignor hereby assigns and conveys to Assignee, its

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successors and assigns, as of the Closing Time, all of Assignor's right, title and interest in and to the Recorded Easements, Rights-of-Way and Permits and all of Assignor's right, title and interest in any and all Other Easements, Rights-of-Way and Permits, whether or not such interest is evidenced in writing or of record. As used herein, the term "**Other Easements, Rights-of-Way and Permits**" means such easements, rights-of-way and real property licenses and permits (if any), owned or held by Assignor, by express grant or prescription, whether or not listed on attached Exhibit A, pertaining to the cable television system and other telecommunications facilities and assets conveyed by Assignors to Assignee, but only to the extent such Other Easements, Rights of Way and Permits constitute "Transferred Assets" under that certain Asset Purchase Agreement dated May 1, 2014, between Assignors, Assignee and certain other "Seller Parties" identified in such Asset Purchase Agreement ("**Purchase Agreement**"). Notwithstanding anything in this Section 1 to the contrary, the parties acknowledge and agree that to the extent that any of the Recorded Easements, Rights-of-Way and Permits or Other Easements, Rights-of-Way and Permits contain easement rights or other rights, permits or licenses that are Excluded Assets as defined in the Purchase Agreement, such easement rights, permits other rights and licenses are reserved by the applicable Assignor and excepted from this assignment and conveyance and shall not be deemed to be a part of this assignment and conveyance.

2. Assumption. Assignee hereby accepts the foregoing assignments and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Closing Time (as defined in the Purchase Agreement), Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Easements, Rights-of-Way, and Permits and the Other Easements, Rights-of-Way and Permits that arise on and after the Closing Time.

3. Terms of the Purchase Agreement. This Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement has been delivered and accepted pursuant to the terms of the Purchase Agreement and is subject to all of the terms, provisions and conditions set forth in the Purchase Agreement, including, without limitation, those provisions relating to the survival of, and indemnification with respect to, the respective representations, warranties and covenants of Assignors and Assignee under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

4. Successors and Assigns. The terms and conditions of this Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

6. Counterparts. This Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed

copy of this Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement.


7. Further Assurances. Subject to Section 5.7 of the Purchase Agreement, each of the parties hereto (at Assignee's sole cost and expense) shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement.

8. Recording. Following execution and acknowledgement by all parties hereto, this instrument shall be recorded in the real property records of each of Deschutes, Jefferson, Crook and Klamath Counties, Oregon.

[Signatures and acknowledgements on following pages]

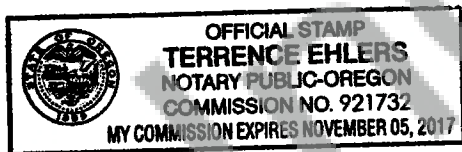
DATED effective as of the date set forth on the first page of this Easement, Rights-Of-Way, and Permit Assignment and Assumption Agreement.

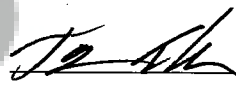
BEND CABLE PROPERTIES, INC.,
an Oregon corporation

By: 
Printed Name: Amy C. Tykeson
Title: Chief Executive Officer

STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 27th day of August, 2014, by Amy C. Tykeson as Chief Executive Officer of Bend Cable Properties, Inc.




Notary Public for Oregon
Commission No.: 921732
My commission expires: 11-5-17

[Signature page to Easement, Rights-of-Way,
and Permit Assignment and Assumption Agreement]

DATED effective as of the date set forth on the first page of this Easement, Rights-Of-Way, and Permit Assignment and Assumption Agreement.

BEND CABLE COMMUNICATIONS, LLC,
an Oregon limited liability company

By: _____

Printed Name: Amy C. Tykeson

Title: Chief Executive Officer

STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 27th day of August, 2014, by Amy C. Tykeson as Chief Executive Officer of Bend Cable Communications, LLC.



Notary Public for Oregon

Commission No.: 921732

My commission expires: 11-5-17

[Signature page to Easement, Rights-of-Way,
and Permit Assignment and Assumption Agreement]

DATED effective as of the date set forth in the first page of this Easement, Rights-Of-Way, and Permit Assignment and Assumption Agreement.

BENDBROADBAND VAULT, LLC,
an Oregon limited liability company

By: Bend Cable Communications, LLC
Its: Member

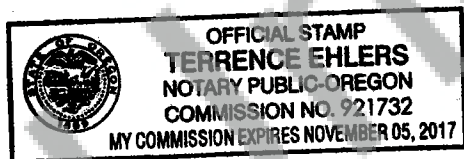
By: _____

Printed Name: Amy C. Tykeson

Title: Chief Executive Officer

STATE OF OREGON)
)ss.
County of Multnomah)

The foregoing instrument is acknowledged before me this 27th day of August, 2014, by Amy C. Tykeson as Chief Executive Officer of Bend Cable Communications, LLC, the sole member of BendBroadband Vault, LLC.



Terrence Ehlers

Notary Public for Oregon

Commission No.: 921732

My commission expires: 11-5-17

[Signature page to Easement, Rights-of-Way,
and Permit Assignment and Assumption Agreement]

DATED effective as of the date set forth on the first page of this Easement, Rights-Of-Way, and Permit Assignment and Assumption Agreement.

TELEPHONE AND DATA SYSTEMS, INC.,
a Delaware corporation

By: Ken Kotylo
Printed Name: Ken Kotylo
Title: Vice President

STATE OF Illinois)
County of Cook)ss.

The foregoing instrument is acknowledged before me this 28th day of July, 2014, by Ken Kotylo as Vice President of Telephone and Data Systems, Inc. August 1st



Mary L. Anderson
Notary Public
Commission No.: 786649
My commission expires: 6/11/2017

[Signature page to Easement, Rights-of-Way,
and Permit Assignment and Assumption Agreement]

EXHIBIT A
TO
EASEMENT, RIGHTS-OF-WAY, AND PERMIT
ASSIGNMENT AND ASSUMPTION AGREEMENT

I. Deschutes County, Oregon. The following easements, licenses and permits recorded in the records of Deschutes County, Oregon:

Grantor	Recording Date	Book & Page Number or Instrument Number
Earl R. Ewing and Geraldine E. Ewing	May 11, 1959	122-127
Central Oregon Irrigation District	December 2, 1966	151-280
Central Oregon Irrigation District	December 2, 1966	151-282
Central Oregon Irrigation District	December 2, 1966	151-283
Central Oregon Irrigation District	December 2, 1966	151-284
Eddie Williamson	May 29, 1984	58-93
Marjorie Noel	May 29, 1984	58-95
Karl F. and Loretta A. Kiesow	May 29, 1984	58-97
John A. and Joan E. Kiesow	May 29, 1984	58-99
D. and Virginia Sporalsky	May 29, 1984	58-104
L.W. and Arlene E. Danison	May 29, 1984	58-106
L. Perrigan, Jr. and V. Perrigan	May 29, 1984	58-108
Herbert Haider	May 14, 1986	122-1874
United States Dept. of Agriculture, US Forest Service	September 22, 1988	170-2501
Brooks Resources Corporation	September 22, 1988	170-2504
Willamette Industries, Inc.	September 22, 1988	170-2506
Stan Banta	September 22, 1988	170-2510

Grantor	Recording Date	Book & Page Number or Instrument Number
N.S. Blackford and John N. Hazard	September 22, 1988	170-2512
Nancy D. Boyd	September 22, 1988	170-2514
Ronald L. Broaddus	September 22, 1988	170-2517
Barry G. Evans	September 22, 1988	170-2519
Ruth R. Hargreaves	September 22, 1988	170-2522
Donald R. and Linda E. Kentner	September 22, 1988	170-2524
Bain Low and Marie C. Low	September 22, 1988	170-2527
Clarence E. and Donna M. McCoy	September 22, 1988	170-2529
Norman Suydam	September 22, 1988	170-2532
Frank R. Gilchrist and L. A. Swarens and Mary Geales Ernst	September 22, 1988	170-2535
Norbert A. and Natalie M. Volny Family Trust	September 22, 1988	170-2538
Peter M. Wick	September 22, 1988	170-2540
Dallas and Lois Schulz	September 22, 1988	170-2542
Arthur S. Blonski and Gwendolyn E. Blonski	October 20, 1988	172-1779
Wayne A. Norman	December 7, 1988	175-0940
Ben and Claudine Russell	February 14, 1989	178-2441
Lynn D. Hansen	February 14, 1989	178-2443
Richard L. Williams and Lana L. Williams	February 14, 1989	178-2445
Lois O. Hendrix	February 14, 1989	178-2447
Harold D. Kentner	February 14, 1989	178-2449

Grantor	Recording Date	Book & Page Number or Instrument Number
William and Grace Lehto	February 14, 1989	178-2451
Ralph J. Grogan	February 14, 1989	178-2453
Robert D. Reif	February 14, 1989	178-2455
Gary W. Brittain	February 14, 1989	178-2457
William & Geneva Hufnagel Community Trust	February 14, 1989	178-2460
Donald A. Pennington	February 14, 1989	178-2463
Caleb Williamson	April 6, 1989	181-1983
Jack Leon Emick and Carolyn K. Emick	June 20, 1989	186-1206
Loretta M. and Arlo D. McRoberts	June 23, 1989	186-2063
Jon W. Fiero and/or Kathryn R. Fiero	November 13, 1989	196-1309
Dale and Lucille McMeen	April 27, 1990	207-1711
Carl A. and Marcia A. Jarvi	April 27, 1990	207-1713
Jack H. and Carol A. Ross	April 27, 1990	207-1715
Dand and Lisa Faulkner	April 27, 1990	207-1717
Andrew C. Tillman	April 27, 1990	207-1719
Joe and Judy Mallen	April 27, 1990	207-1721
G. Leon Lay	April 27, 1990	207-1723
Richard Kirshner	April 27, 1990	207-1725
C. William and Bonnie Boyd	April 27, 1990	207-1727
Mike Tennant and Peter Taylor	April 27, 1990	207-1729
Gerald and Dawn Kilian	June 27, 1990	212-0778

Grantor	Recording Date	Book & Page Number or Instrument Number
Richard A. Barton	June 27, 1990	212-0779
Fred and Betsy Maurer	June 27, 1990	212-0780
Frank E. Mills and Phyllis L. Mills	June 27, 1990	212-0781
Joanne Hoff	September 7, 1990	217-2714
Chris Griffin	October 18, 1990	221-0430
J.W. Stewart and Wanda J. Stewart	October 18, 1990	221-0432
Fred Meyer, Inc.	October 31, 1990	222-0657
Lawrence and Elizabeth Pool	December 20, 1990	225-1234
James and Judith Weaver	November 20, 1991	250-0908
David C. and Betty A. Dickson	November 20, 1991	250-0910
Gaylord and Helen Schulz	November 20, 1991	250-0912
Evelyn and Norman McKnight	November 20, 1991	250-0914
Dona Candela	January 9, 1992	254-0397
Gailord and Melba Damon	January 9, 1992	254-0399
David McNaughton	February 5, 1992	256-0260
Lawrence and Cathy Skovborg	December 28, 1992	286-1705
Dave Dunn	December 28, 1992	286-1707
Central Oregon Irrigation District	January 21, 1993	288-1903
Crooked Horseshoe Association	September 1, 1993	310-2552
Indian Ford Ranch Homes (First Addition)	September 1, 1993	310-2554
Squawback Woods	September 27, 1993	313-1320
Sage Meadow	September 27, 1993	313-1322

Grantor	Recording Date	Book & Page Number or Instrument Number
James and Judith Knapp	November 2, 1993	317-2416
Fred A. Ast	August 18, 1995	382-0462
Nina Leinenweber	January 15, 1999	99-1895
Bill Tromblee	January 15, 1999	99-1896
Sharon Rutledge	December 29, 2000	2000-52511
Ronald D. Johnson and Carrie F. Johnson	April 22, 2003	2003-26197
BPCM Company, Hap Taylor & Sons, Inc.	September 22, 2003	2003-65719
Mount Bachelor Village Corporation	January 12, 2004	2004-01115
Mount Bachelor Village Corporation	August 19, 2004	2004-49606
Eriksen River Properties, LLC	December 20, 2005	2005-87440
Awbrey Towers, LLC	August 4, 2006	2006-53776
Bend-La Pine Administrative School District No 1	January 11, 2008	2008-01506
Brooks Resources Corporation	July 17, 2009	2009-30469
Awbrey Towers, LLC	April 20, 2012	2012-14744
Chambers Cable of Sunriver, Inc.	October 4, 2012	2012-039630
Oregon Parks and Recreation Department	June 21, 2013	2013-26159
Central Oregon Irrigation District	August 21, 2013	2013-35720

Grantor	Recording Date	Book & Page Number or Instrument Number
Easements and rights-of-way granted by U.S. Department of Interior, Bureau of Land Management, Central Oregon Irrigation District, Redmond School District 2J, Fred R. Harrison, William S, Spaulding, J. A. Strauss, Burlington Northern and Santa Fe Railway Company, each as described in Easement, Rights-of-Way, and Permit Assignment and Assumption Agreement dated March 1, 1999 between Falcon Community Cable, L.P. and BCC, LLC	March 4, 1999	1999-10797
Easements granted by George Paisley and Pine Meadow Ranch, Inc., each as described in Assignment of Easements dated January 1, 1988 between Mountain Cable Television, Inc. and Bend Cable Communications, Inc.	January 5, 1988	157-0007

II. Jefferson County, Oregon. The following easements, licenses and permits recorded in the records of Jefferson County, Oregon:

Grantor	Recording Date	Book & Page Number or Instrument Number
City of Madras Municipal Airport	September 11, 2013	2013-3235

Unofficial
Copy

III. Crook County, Oregon. The following easements, licenses and permits recorded in the records of Crook County, Oregon:

Grantor	Recording Date	Book & Page Number or Instrument Number
Ochoco Irrigation District	February 24, 2012	2012-250907
Ochoco Irrigation District	February 24, 2012	2012-250908

IV. Klamath County, Oregon. The following easements, licenses and permits recorded in the records of Klamath County, Oregon:

Grantor	Recording Date	Book & Page Number or Instrument Number
Interfor Pacific Inc.	June 25, 2013	2013-0007223
Klamath Northern Railway Co.	June 25, 2013	2013-0007224