
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form S-3
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

DYCOM INDUSTRIES, INC.
(Exact name of registrant as specified in its charter)

FLORIDA
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

1623
(PRIMARY STANDARD INDUSTRIAL
CLASSIFICATION CODE NUMBER)

59-1277135
(I.R.S. EMPLOYER
IDENTIFICATION NO.)

DYCOM INVESTMENTS, INC.
(Exact name of registrant as specified in its charter)

DELAWARE
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

1623
(PRIMARY STANDARD INDUSTRIAL
CLASSIFICATION CODE NUMBER)

30-0128712
(I.R.S. EMPLOYER
IDENTIFICATION NO.)

11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408
(561) 627-7171

(Address and telephone number of Registrants' principal executive offices)

SEE TABLE OF ADDITIONAL REGISTRANTS

Ryan F. Urness
Vice President, General Counsel and Corporate Secretary
Dycom Industries, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408
(561) 627-7171
(Name, address and telephone number of agent for service)

with a copy to:
Lona Nallengara
Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
(212) 848-4000

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. y

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. o

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. (Check one):

Large accelerated filer y Accelerated filer o Non-accelerated filer o Smaller reporting company o Emerging growth company o

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 7(a)(2)(B) of Securities Act. □

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee (1)
Common Stock, \$0.33 1/3 par value(2)				
Preferred Stock, \$1.00 par value				
Senior Debt Securities(3)				
Subordinated Debt Securities(3)				
Guarantees(3)(4)				
Depositary Shares				
Warrants				
Securities Purchase Contracts				
Securities Purchase Units				

(1) The registrants are registering an indeterminate amount of securities of each identified class for offer and sale from time to time at indeterminate offering prices. Separate consideration may or may not be received for securities that are issuable upon conversion of, or in exchange for, or upon exercise of, convertible or exchangeable securities. In accordance with Rules 456(b) and 457(r), the registrant is deferring payment of all of the registration fee except for the \$46,440 that was paid in connection with the registration pursuant to the registrants' Registration Statement on Form S-3 (No. 333-173059), which was filed on March 25, 2011 (as subsequently amended), of \$400,000,000 aggregate initial offering price of securities that were not sold thereunder, which fee was subsequently transferred to the registrants' Registration Statement on Form S-3 (No. 333-198651), which was filed on September 9, 2014, which fee was subsequently transferred to the registrants' Registration Statement on Form S-3 (No. 333-220322), which was filed on September 1, 2017 and not utilized thereunder. The offering of the unsold securities registered on Registration Statement No. 333-220322 terminates upon the effectiveness of this registration statement. In accordance with Rule 457(p) under the Securities Act, that full unused amount of the registration fee paid with respect to Registration Statement No. 333-173059 and subsequently applied to Registration Statement No. 333-198651 and, thereafter, Registration Statement No. 333-220322 shall be applied to off-set any registration fees due from time to time for this registration statement. Any additional registration fees will be paid subsequently on a pay-as-you-go basis.

(2) Includes preferred stock purchase rights which are attached to, and trade and transfer with, the common stock. Prior to the occurrence of certain events, such rights will not be exercisable or evidenced separately from the common stock and will be transferred with and only with such common stock. The value attributable to the preferred stock purchase rights, if any, is reflected in the value attributable to the common stock.

(3) The debt securities may be issued by Dycom Industries, Inc. or Dycom Investments, Inc. Debt securities issued by Dycom Industries, Inc. may be guaranteed by Dycom Investments, Inc. and one or more of the registrants named below under “Table

of Additional Registrants.” Debt securities issued by Dycom Investments, Inc. may be guaranteed by Dycom Industries, Inc. and one or more of the registrants named below under “Table of Additional Registrants.”

- (4) The guarantees of debt securities will be issued without consideration. Pursuant to Rule 457(n), no registration fee is payable with respect to any such guarantees.
-

TABLE OF ADDITIONAL REGISTRANTS

<u>Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>	<u>Primary Standard Industrial Classification Code</u>	<u>Address of Principal Executive Offices</u>
AnSCO & Associates, LLC	Delaware	22-3882751	1623	5250 Triangle Parkway NW Norcross, GA 30092 (404) 508-5700
Apex Digital, LLC	Delaware	22-3882756	1623	450 Pryor Boulevard Sturgis, KY 42459 (270) 681-4820
Atlantic Communications Services, LLC	Delaware	20-4005463	1623	5905 Breckenridge Pkwy, Suite F, Tampa, FL 33610
Blair Park Services, LLC	Delaware	20-5566110	1623	405 Caredean Drive, Suite H Horsham, PA 19044 (267) 388-2612
Broadband Express, LLC	Delaware	20-0254816	1623	374 Westdale Avenue Westerville, OH 43082 (614) 823-6464
Broadband Installation Services, LLC	Delaware	20-0254554	1623	374 Westdale Avenue Westerville, OH 43082 (614) 823-6464
C-2 Utility Contractors, LLC	Delaware	14-1859234	1623	33005 Roberts Court Coburg, OR 97408 (541) 741-2211
CableCom, LLC	Delaware	14-1859237	1623	20021 120th Avenue NE, Suite 101 Bothell, WA 98011 (360) 668-1300
Cavo Broadband Communications, LLC	Delaware	20-8766849	1623	12191 S. Rhea Drive Plainfield, IL 60585 (815) 439-8289
CCLC, Inc.	Delaware	74-2947665	1623	5250 Triangle Parkway NW Norcross,, GA 30092 (404) 508-5700
Communications Construction Group, LLC	Delaware	22-3882744	1623	1060 Andrew Drive, Suite 130 West Chester, PA 19380 (610) 696-1800
Dycom Capital Management, Inc.	Delaware	61-1431611	1623	11780 U.S. Hwy 1, Suite 600 Palm Beach Gardens, FL 33408 (561) 627-7171
Dycom Corporate Identity, Inc.	Delaware	30-0128727	1623	11780 U.S. Hwy 1, Suite 600 Palm Beach Gardens, FL 33408 (561) 627-7171
Dycom Identity, LLC	Delaware	01-0775293	1623	11780 U.S. Hwy 1, Suite 600 Palm Beach Gardens, FL 33408 (561) 627-7171
Engineering Associates, LLC	Georgia	58-0634542	1623	1220 Old Alpharetta Road, Suite 380, Alpharetta, GA 30005 (678) 455-7266
Ervin Cable Construction, LLC	Delaware	22-3882749	1623	450 Pryor Boulevard Sturgis, KY 42459 (270) 681-4820

<u>Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>	<u>Primary Standard Industrial Classification Code</u>	<u>Address of Principal Executive Offices</u>
Fiber Technologies Solutions, LLC	Delaware	32-0449290	1623	2675 Mall of Georgia Blvd., Suite 301 Buford, GA 30519 (770) 554-2220
Globe Communications, LLC	North Carolina	14-1859226	1623	950 48th Ave., North, Suite 100 Myrtle Beach, SC 29577 (843) 839-5544
Golden State Utility Co.	Delaware	76-0567490	1623	16701 SE McGillivray Blvd., Suite 200 Vancouver, WA 98683 (360) 254-6920
Ivy H. Smith Company, LLC	Delaware	22-3882755	1623	5250 Triangle Parkway NW Norcross, GA 30092 (404) 508-5703
Kanaan Communications, LLC	Delaware	45-3783162	1623	374 Westdale Avenue Westerville, Ohio 43082 (614) 818-7339
Lambert's Cable Splicing Company, LLC	Delaware	05-0542669	1623	2521 South Wesleyan Blvd. Rocky Mount, NC 27803 (252) 442-9777
Locating, Inc.	Washington	91-1238745	1623	10910 26th Avenue Lakewood, WA 98499 (425) 392-6412
Midtown Express, LLC	Delaware	61-1457300	1623	11780 U.S. Hwy 1, Suite 600 Palm Beach Gardens, FL 33408 (561) 627-7171
NeoCom Solutions, LLC	Georgia	58-2593521	1623	10064 Main Street Woodstock, GA 30188 (678) 238-1818
Nichols Construction, LLC	Delaware	05-0542659	1623	11780 U.S. Hwy 1, Suite 600 Palm Beach Gardens, FL 33408 (561) 627-7171
Niels Fugal Sons Company, LLC	Delaware	05-0542654	1623	1005 South Main Pleasant Grove, UT 84062 (801) 785-3152
North Sky Communications, LLC	Delaware	76-0605490	1623	16701 SE McGillivray Blvd., Suite 200 Vancouver, WA 98683 (360) 254-6920
OSP Services, LLC	Delaware	57-1209653	1623	5905 Breckenridge Pkwy, Suite F Tampa, FL 33610 (813) 623-1233
Parkside Site & Utility Company Corporation	Delaware	76-0612181	1623	123 King Philip Street, Providence, RI 02909 (401) 331-0100
Parkside Utility Construction, LLC	Delaware	26-1581998	1623	219 Ruth Road, Harleysville, PA 19438 (215) 513-9500
Pauley Construction, LLC	Arizona	86-0678047	1623	2021 West Melinda Lane, Phoenix, AZ 85027 (800) 645-6047
Point to Point Communications, Inc.	Louisiana	72-0968130	1623	5905 Breckenridge Pkwy, Suite F Tampa, FL 33610 (813) 623-1233

<u>Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>	<u>Primary Standard Industrial Classification Code</u>	<u>Address of Principal Executive Offices</u>
Precision Valley Communications of Vermont, LLC	Delaware	81-0581053	1623	36 Precision Drive, Suite 200 North Springfield, VT 05150 (800) 773-9317
Prince Telecom, LLC	Delaware	51-0381976	1623	551A Mews Drive New Castle, DE 19720 (302) 324-1800
Professional Teleconcepts, LLC	Illinois	38-3973240	1623	5132 State Hwy 12 South Norwich, NY 13815 (800) 443-6277
Professional Teleconcepts, LLC	New York	32-0468228	1623	5132 State Hwy 12 South Norwich, NY 13815 (800) 443-6277
RJE Telecom, LLC	Delaware	57-1209651	1623	5905 Breckenridge Pkwy, Suite F Tampa, FL 33610 (813) 623-1233
Sage Telecommunications Corp. of Colorado, LLC	Colorado	20-3809734	1623	6700 Race Street Denver, CO 80229 (303) 227-0986
Spectrum Wireless Solutions, LLC	Delaware	76-0605511	1623	5250 Triangle Parkway NW Norcross, GA 30092 (404) 508-5705
Star Construction, LLC	Delaware	14-1856794	1623	6621 Asheville Highway Knoxville, TN 37924 (865) 521-6795
Stevens Communications, LLC	Delaware	05-0542662	1623	11780 U.S. Hwy 1, Suite 600 Palm Beach Gardens, FL 33408 (561) 627-7171
TCS Communications, LLC	Delaware	14-1856793	1623	2045 W. Union Ave., Bldg. E Englewood, CO 80110 (303) 377-3800
TelCom Construction, LLC	Minnesota	41-2007261	1623	2218 200th Street East Clearwater, MN 55320 (320) 558-9485
Tesinc, LLC	Delaware	14-1856791	1623	5905 Breckenridge Pkwy, Suite F Tampa, FL 33610 (813) 623-1233
Texstar Enterprises, LLC	Texas	74-2600464	1623	17090 Jordan Road Selma, TX 78154 (210) 656-8775
Tjader & Highstrom Utility Services, LLC	Delaware	76-0654709	1623	P.O. Box 307 541 Industrial Blvd., New Richmond, WI 54017 (715) 246-3440
Trawick Construction Company, LLC	Florida	59-0907078	1623	1555 South Boulevard, Chipley, FL 32428 (850) 638-0429
Triple-D Communications, LLC	Delaware	14-1856789	1623	3006 Park Central Avenue Nicholasville, KY 40356 (859) 887-4683
Underground Specialties, LLC	Delaware	14-1856787	1623	33005 Roberts Court Coburg, OR 97408 (541) 741-2211

<u>Name</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>I.R.S. Employer Identification Number</u>	<u>Primary Standard Industrial Classification Code</u>	<u>Address of Principal Executive Offices</u>
UtiliQuest, LLC	Georgia	58-2379970	1623	2575 Westside Parkway, Suite 100 Alpharetta, GA 30004 (678) 461-3900
VCI Construction, LLC	Delaware	76-0589274	1623	1921 West 11th Street, Upland, CA 91786 (909) 949-1350
VCI Utility Services Holdings, LLC	Delaware	32-0405299	1623	1921 West 11th Street, Upland, CA 91786 (909) 946-0905
VCI Utility Services, LLC	Delaware	46-1309281	1623	1369 West 9th Street, Upland, CA 91786 (909) 949-6060
White Mountain Cable Construction, LLC	Delaware	14-1856798	1623	2113 Dover Road Epsom, NH 03234 (800) 233-7350

PROSPECTUS



DYCOM INDUSTRIES, INC.

**Common Stock
Preferred Stock
Senior Debt Securities
Subordinated Debt Securities
Guarantees
Depository Shares
Warrants
Securities Purchase Contracts
Securities Purchase Units**

DYCOM INVESTMENTS, INC.

**Senior Debt Securities
Subordinated Debt Securities
Guarantees**

The common stock, preferred stock, senior and subordinated debt securities, depository shares, warrants, securities purchase contracts and securities purchase units covered by this prospectus may be sold from time to time by Dycom Industries, Inc. Senior and subordinated debt securities sold by Dycom Industries, Inc. may be fully and unconditionally guaranteed on an unsecured basis by certain of its 100% owned subsidiaries (the “Guarantors”), which may include Dycom Investments, Inc. See “Description of Debt Securities of Dycom Industries, Inc. and Guarantees.” Senior and subordinated debt securities may also be sold from time to time by Dycom Investments, Inc. and may be fully and unconditionally guaranteed on an unsecured basis by Dycom Industries, Inc. and certain of the Guarantors. See “Description of Debt Securities of Dycom Investments, Inc. and Guarantees.” We may offer the securities independently or together in any combination, called “units,” for sale directly to purchasers or through underwriters, dealers or agents to be designated at a future date.

We will provide the specific terms and prices of these securities in supplements to this prospectus. The prospectus supplements may also add to, update or change information contained in this prospectus. This prospectus may not be used to offer or sell any securities unless accompanied by a prospectus supplement. You should read this prospectus and the applicable prospectus supplement carefully before you invest in the securities.

Dycom Industries, Inc.’s common stock is listed on the New York Stock Exchange under the symbol “DY”.

We may sell securities to or through underwriters, dealers or agents. For additional information on the method of sale, you should refer to the section entitled “Plan of Distribution.” The names of any underwriters, dealers or agents involved in the sale of any securities and the specific manner in which they may be offered will be set forth in the prospectus supplement covering the sale of those securities.

Investing in our securities involves risks. You should carefully review the risks and uncertainties described under the heading “Risk Factors” contained in the applicable prospectus supplement and any related free writing prospectus, and under similar headings in the other documents that are incorporated by reference into this prospectus.

Neither the Securities and Exchange Commission (the “SEC”), any state securities commission nor any other regulatory authority has approved or disapproved the securities offered hereby, nor have any of the foregoing authorities passed upon or endorsed the merits of these securities or the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is August 27, 2020.

TABLE OF CONTENTS

	<u>Page</u>
<u>ABOUT THIS PROSPECTUS</u>	ii
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	iii
<u>FORWARD-LOOKING STATEMENTS</u>	iv
<u>PROSPECTUS SUMMARY</u>	1
<u>RISK FACTORS</u>	2
<u>USE OF PROCEEDS</u>	3
<u>DESCRIPTION OF DEBT SECURITIES OF DYCOM INDUSTRIES, INC. AND GUARANTEES</u>	4
<u>DESCRIPTION OF DEBT SECURITIES OF DYCOM INVESTMENTS, INC. AND GUARANTEES</u>	16
<u>DESCRIPTION OF CAPITAL STOCK</u>	28
<u>DESCRIPTION OF DEPOSITARY SHARES</u>	30
<u>DESCRIPTION OF WARRANTS</u>	33
<u>DESCRIPTION OF SECURITIES PURCHASE CONTRACTS AND SECURITIES PURCHASE UNITS</u>	34
<u>PLAN OF DISTRIBUTION</u>	36
<u>LEGAL MATTERS</u>	38
<u>EXPERTS</u>	38

ABOUT THIS PROSPECTUS

The information contained in this prospectus is not complete and may be changed. We are not making an offer of any securities in any jurisdiction where the offer is not permitted. None of Dycom Industries, Inc., Dycom Investments, Inc. or any Guarantors has authorized anyone to provide you with any information or to make any representation other than as contained in this prospectus or that may be incorporated by reference into this prospectus. None of Dycom Industries, Inc., Dycom Investments, Inc. or any Guarantors take any responsibility for, or can provide any assurance as to the reliability of, any information others may give you. You should not assume that the information contained in this prospectus or any document that may be incorporated by reference into this prospectus is accurate as of any date other than the date on the front of this prospectus, or in the case of information that may be incorporated by reference into this prospectus, as of the date of such information, regardless of the time of delivery of this prospectus or any sale or issuance of a security.

We have filed with the Securities and Exchange Commission (the “SEC”) an automatic “shelf” registration statement on Form S-3 to register the securities offered under this prospectus. This prospectus is part of that registration statement and, as permitted by the SEC’s rules, does not contain all the information required to be set forth in the registration statement. Under this automatic shelf registration process, Dycom Investments, Inc. may sell or issue, in one or more offerings, senior debt securities or subordinated debt securities, in one or more series, which may be fully and unconditionally guaranteed on an unsecured basis by Dycom Industries, Inc. and certain of the Guarantors. In addition, Dycom Industries, Inc. may sell or issue, in one or more offerings, its:

- common stock;
- preferred stock;
- senior debt securities or subordinated debt securities, in one or more series, which may be fully and unconditionally guaranteed on an unsecured basis by certain of the Guarantors, which may include Dycom Investments, Inc.;
- depositary shares;
- warrants;
- securities purchase contracts;
- securities purchase units; and
- units consisting of any combination of securities issued by it or Dycom Investments, Inc.

This prospectus provides you with a general description of the securities we may offer. Each time we sell or issue securities, we will provide a prospectus supplement or other offering material that will contain specific information about the terms of that specific offering of securities and the specific manner in which they may be offered. The prospectus supplement or other offering material may also add to, update or change any of the information contained in this prospectus. To the extent that any statement we make in a prospectus supplement or other offering material is inconsistent with statements made in this prospectus, the statements made in this prospectus will be deemed modified or superseded by those made in the prospectus supplement or other offering material. The prospectus supplement or other offering material may also contain information about any material federal income tax considerations relating to the securities described in the prospectus supplement. You should read both this prospectus and the applicable prospectus supplement or other offering material together with the additional information described under “Where You Can Find More Information.” **This prospectus may not be used to consummate a sale of securities unless it is accompanied by a prospectus supplement.**

This prospectus contains summaries of certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to herein will be made available to prospective investors upon request to us. See “Where You Can Find More Information.”

The registration statement that contains this prospectus (including the exhibits to the registration statement) contains additional information about us and the securities offered under this prospectus. That registration statement can be read on the SEC web site (www.sec.gov). See “Where You Can Find More Information.”

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and other reports, proxy statements and other information with the SEC. You may read and copy any reports, statements or other information we file with the SEC at <http://www.sec.gov>. In addition, you can inspect and copy our reports, proxy statements and other information at the offices of the New York Stock Exchange, Inc., 11 Wall Street, New York, New York 10005.

Neither Dycom Investments, Inc. nor any Guarantors file separate financial statements with the SEC or independently publish their financial statements. Instead, Dycom Investments, Inc.'s and the Guarantors' financial condition, results of operations and cash flows are consolidated into our financial statements.

The SEC allows us to incorporate by reference into this prospectus the information we filed with it. This means that we can disclose important business, financial and other information to you by referring you to other documents separately filed with the SEC. All information incorporated by reference is part of this prospectus, and information that we file later with the SEC will automatically update and supersede the previously filed information.

We incorporate by reference the documents listed below:

1. [Our annual report on Form 10-K for the fiscal year ended January 25, 2020](#), including the portions of our [Definitive Proxy Statement on Schedule 14A filed on April 9, 2020](#), as supplemented by our [Supplement to Definitive Proxy Statement on Schedule 14A filed on May 4, 2020](#), that are required to be incorporated by reference therein;
2. Our quarterly reports on Form 10-Q for the quarters ended [April 25, 2020](#) and [July 25, 2020](#);
3. Our current reports on [Form 8-K filed on March 23, 2020](#), as amended by our Form 8-K/A filed on [March 23, 2020](#), [March 24, 2020](#), [March 30, 2020](#), [May 20, 2020](#) (current report filed under Items 5.02 and 5.07 only), [May 22, 2020](#) and [June 4, 2020](#); and
4. The description of our common stock contained in our registration statement on Form 8-A filed with the SEC on April 6, 2001, including any amendments or reports filed for the purpose of updating the description.

We also incorporate by reference all future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") on or after the date of this prospectus, until we complete our offerings of the securities registered under this registration statement. We are not incorporating any information included in a current report on Form 8-K that has been furnished (and not filed) with the SEC, unless such information is expressly incorporated herein by a reference in a furnished current report on Form 8-K or other furnished document.

Our filings with the SEC, including our annual report on Form 10-K, are available free of charge on our website as soon as reasonably practicable after they are filed with, or furnished to, the SEC. Our Internet website is located at www.dycomind.com. The contents of the website are not incorporated by reference into this prospectus. We will provide at no cost to each person, including any beneficial owner, to whom this prospectus is delivered, upon written or oral request, a copy of any or all documents that are incorporated by reference into this prospectus, but not delivered with the prospectus, other than exhibits to the documents unless the exhibits are specifically incorporated by reference into the documents that this prospectus incorporates. You should direct requests to: Dycom Industries, Inc., 11780 U.S. Highway 1, Suite 600, Palm Beach Gardens, Florida 33408, Attention: Investor Relations, telephone number (561) 627-7171.

FORWARD-LOOKING STATEMENTS

We are making this statement pursuant to the safe harbor provisions for forward-looking statements described in the Private Securities Litigation Reform Act of 1995. This prospectus, prospectus supplements to this prospectus, and the documents incorporated by reference or deemed to be incorporated by reference contain or will contain “forward-looking statements,” which are statements relating to future events and our future financial performance, strategies, expectations, and the competitive environment. Words such as “outlook,” “believe,” “expect,” “anticipate,” “estimate,” “intend,” “forecast,” “may,” “should,” “could,” “project,” “target” and similar expressions, as well as statements written in the future tense, identify forward-looking statements.

You should not consider forward-looking statements as guarantees of future performance or results. When made, forward-looking statements are based on information known to management at such time and/or management’s good faith belief with respect to future events. Such statements are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in our forward-looking statements. Important factors, assumptions, uncertainties, and risks that could cause such differences include, but are not limited to:

- the global pandemic of COVID-19, caused by a novel strain of the coronavirus, and its impact and consequences;
- our ability to effectively execute our business and capital plans;
- future business and economic conditions and trends in the industries we serve;
- customer capital budgets and spending priorities and any adjustments and cancellations of our projects;
- the effect of changes in tax law;
- projections of revenues, income or loss, or capital expenditures;
- our plans for future operations, growth and services, including contract backlog;
- the related impact to our backlog from project cancellations;
- liquidity and other financial needs;
- our plans for future acquisitions, dispositions, or financial needs and their impact;
- expected benefits and synergies of businesses acquired and future opportunities for the combined businesses;
- anticipated outcomes of contingent events, including litigation;
- availability of capital;
- restrictions imposed by our credit agreement;
- use of our cash flow to service our debt;
- potential liabilities and other adverse effects arising from occupational health, safety, and other regulatory matters;
- potential exposure to environmental liabilities;

- determinations as to whether the carrying value of our assets is impaired;
- the adequacy of our insurance and other reserves and allowances for doubtful accounts;
- weather conditions;
- assumptions relating to any of the foregoing;
- other risks outlined in our periodic filings with the SEC;

and other factors discussed under the heading “Risk Factors” in the documents incorporated by reference or deemed to be incorporated by reference and described in our filings with the SEC, including the “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business” sections included in our Annual Report on Form 10-K for the fiscal year ended January 25, 2020 and “Risk Factors” in our Quarterly Reports on Form 10-Q for the quarters ended April 25, 2020 and July 25, 2020, each of which is incorporated by reference in this prospectus. Our forward-looking statements are expressly qualified in their entirety by this cautionary statement. Our forward-looking statements are only made as of the date of this prospectus, and we undertake no obligation to update them to reflect new information or events or circumstances arising after such date.

PROSPECTUS SUMMARY

This summary highlights selected information regarding us included elsewhere or incorporated by reference in this prospectus. This summary is not complete and does not contain all of the information that may be important to you and that you should consider before investing in the securities. The following summary is not meant to be complete and is qualified by reference to other information contained elsewhere or incorporated by reference as exhibits into the registration statement of which this prospectus is a part. For a more complete understanding of this offering, you should carefully read this entire prospectus and the accompanying prospectus supplement, including the section entitled “Risk Factors” in the accompanying prospectus supplement and documents incorporated by reference before making an investment decision. Except as otherwise indicated, “Dycom,” “the Company,” “we,” “our,” and “us” refer to Dycom Industries, Inc. and its wholly-owned subsidiaries.

Dycom Industries, Inc.

We are a leading provider of specialty contracting services throughout the United States. These services include program management; planning; engineering and design; aerial, underground, and wireless construction; maintenance; and fulfillment services for telecommunications providers. Additionally, we provide underground facility locating services for various utilities, including telecommunications providers, and other construction and maintenance services for electric and gas utilities. We supply the labor, tools, and equipment necessary to provide these services to our customers.

We have established relationships with many leading telecommunications providers, including telephone companies, cable multiple system operators, wireless carriers, telecommunication equipment and infrastructure providers, as well as electric and gas utilities. These companies include Verizon Communications, Inc., CenturyLink, Inc., AT&T Inc., Comcast Corporation, Windstream Holdings, Inc. and Charter Communications, Inc.

We perform a majority of our services under master service agreements and other contracts that contain customer-specified service requirements. These agreements include discrete pricing for individual tasks. We generally possess multiple agreements with each of our significant customers.

The specialty contracting services industry in which we operate is highly fragmented and includes a large number of participants. We compete with several large multinational corporations and numerous regional and privately owned companies. In addition, a portion of our customers directly perform many of the same services that we provide. Relatively few barriers to entry exist in the markets in which we operate. As a result, any organization that has adequate financial resources, access to technical expertise, and the necessary equipment may become a competitor. The principal competitive factors for our services include geographic presence, quality of service, worker and general public safety, price, breadth of service offerings, and industry reputation. We believe that we compare favorably to our competitors when evaluated against these factors.

Dycom Investments, Inc.

Dycom Investments, Inc. is a 100% owned subsidiary of Dycom Industries, Inc. Dycom Investments, Inc. has no independent operations other than as a holding company. It was formed as a Delaware corporation in 2002.

Our and Dycom Investments, Inc.’s principal executive offices are located at 11780 U.S. Highway 1, Suite 600, Palm Beach Gardens, Florida 33408 and our telephone number is (561) 627-7171. Our website is located at www.dycomind.com. The information on or connected to this website is not part of this prospectus.

RISK FACTORS

Investing in our securities involves risks. Our business is influenced by many factors that are difficult to predict and beyond our control and that involve uncertainties that may materially affect our results of operations, financial condition or cash flows, or the value of these securities. These risks and uncertainties include those described in the risk factors and other sections of the documents that are incorporated by reference in this prospectus. Subsequent prospectus supplements may contain a discussion of additional risks applicable to an investment in us and the particular type of securities we are offering under the prospectus supplements. You should carefully consider all of the information contained in or incorporated by reference in this prospectus or in the applicable prospectus supplement before you invest in our securities.

USE OF PROCEEDS

Unless the applicable prospectus supplement indicates otherwise, we currently intend to use the net proceeds from any sale of the offered securities for working capital and general corporate purposes, which may include, among other things, repaying, redeeming or repurchasing debt, acquisitions, share repurchases and capital expenditures. Additional information on the use of net proceeds from any sale of the securities offered by this prospectus will be set forth in the prospectus supplement or other offering material relating to such offering.

DESCRIPTION OF DEBT SECURITIES OF DYCOM INDUSTRIES, INC. AND GUARANTEES

“We,” “our,” and “us” under this Description of Debt Securities and Guarantees refer to Dycom Industries, Inc. and “Guarantors” refers to certain of its subsidiaries, which may include Dycom Investments, Inc., which may guarantee the debt securities.

This section contains a description of the general terms and provisions of the debt securities of Dycom Industries, Inc. that may be offered by this prospectus and to which any prospectus supplement may relate. The particular terms of the debt securities offered will be described in the applicable prospectus supplement. The prospectus supplement relating to a series of debt securities being offered pursuant to this prospectus will be attached to this prospectus.

We may issue senior debt securities and subordinated debt securities. The debt securities are to be issued under an indenture (the “indenture”) to be entered into among us, the Guarantors, if applicable, and a trustee, the form of which is filed as an exhibit to the registration statement of which this prospectus forms a part. The indenture may be supplemented from time to time.

This prospectus briefly outlines some of the indenture provisions. The following summary of the material provisions of the indenture is qualified in its entirety by the provisions of the indenture, including definitions of certain terms used in the indenture. Wherever we refer to particular sections or defined terms of the indenture, those sections or defined terms are incorporated in this prospectus and the applicable prospectus supplement by reference. You should review the indenture that is filed as an exhibit to the registration statement for additional information.

In addition, the material specific financial, legal and other terms as well as federal income tax consequences particular to securities of each series will be described in the prospectus supplement relating to the securities of that series. The prospectus supplement may or may not modify the general terms found in this prospectus and will be filed with the SEC. For a complete description of the terms of a particular series of debt securities, you should read both this prospectus and the prospectus supplement relating to that particular series.

General

The indenture provisions do not limit the amount of debt that we or any of our subsidiaries may issue under the indenture or otherwise, and we may issue the securities in one or more series with the same or various maturities, at par or a premium, or with original issue discount.

Unless otherwise specified in the prospectus supplement, our debt securities covered by this prospectus will be our direct unsecured obligations. Senior debt securities will rank equally with our other unsecured and unsubordinated indebtedness. Subordinated debt securities will be unsecured and subordinated in right of payment to the prior payment in full of all of our unsecured and unsubordinated indebtedness. See “—Subordination” below. Any of our secured indebtedness will rank ahead of the debt securities to the extent of the assets securing such indebtedness.

We are a holding company that conducts substantially all of our operations through our subsidiaries and none of our subsidiaries is obligated to make funds available to us for payment on the debt securities. Accordingly, our ability to make payments on the debt securities is dependent on the earnings and the distribution or other payment of funds from our subsidiaries. The debt securities will be structurally subordinated in right of payment to all indebtedness and other liabilities and commitments (including trade payables and lease obligations) of our subsidiaries, including any debt securities issued by Dycom Investments, Inc. Our right to receive assets of any of our subsidiaries upon the subsidiary’s liquidation or reorganization will be structurally subordinated to the claims of that subsidiary’s creditors, except to the extent that we are ourselves recognized as a creditor of the subsidiary, in which case our claims would still be subordinate in right of payment to any security in the assets of the subsidiary and any indebtedness of the subsidiary senior to that held by us. See “—Guarantees” below.

The prospectus supplement relating to any series of our debt securities being offered will include specific terms relating to the offering. These terms will include, among other terms, some or all of the following, as applicable:

- the title and series of such debt securities;
- the total principal amount of the series of debt securities and whether there shall be any limit upon the aggregate principal amount of such debt securities;
- the date or dates, or the method or methods, if any, by which such date or dates will be determined, on which the principal of the debt securities will be payable;
- the rate or rates at which such debt securities will bear interest, if any, which rate may be zero in the case of certain debt securities issued at an issue price representing a discount from the principal amount payable at maturity, or the method by which such rate or rates will be determined (including, if applicable, any remarketing option or similar method), and the date or dates from which such interest, if any, will accrue or the method by which such date or dates will be determined;
- the date or dates on which interest, if any, on such debt securities will be payable and any regular record dates applicable to the date or dates on which interest will be so payable;
- the place or places where the principal of or any premium or interest on such debt securities will be payable, where any of such debt securities that are issued in registered form may be surrendered for registration of or transfer or exchange, and where any such debt securities may be surrendered for conversion or exchange;
- if such debt securities are to be redeemable at our option, the date or dates on which, the period or periods within which, the price or prices at which and the other terms and conditions upon which such debt securities may be redeemed, in whole or in part, at our option;
- provisions specifying whether we will be obligated to redeem or purchase any of such debt securities pursuant to any sinking fund or analogous provision or at the option of any holder of such debt securities and, if so, the date or dates on which, the period or periods within which, the price or prices at which and the other terms and conditions upon which such debt securities will be redeemed or purchased, in whole or in part, pursuant to such obligation, and any provisions for the remarketing of such debt securities so redeemed or purchased;
- if other than denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof, the denominations in which any debt securities to be issued in registered form will be issuable and, if other than a denomination of \$5,000, the denominations in which any debt securities to be issued in bearer form will be issuable;
- provisions specifying whether the debt securities will be convertible into other securities of ours and/or exchangeable for securities of other issuers and, if so, the terms and conditions upon which such debt securities will be so convertible or exchangeable;
- if other than the principal amount, the portion of the principal amount (or the method by which such portion will be determined) of such debt securities that will be payable upon declaration of acceleration of the maturity thereof;
- if other than U.S. dollars, the currency of payment, including composite currencies, of the principal of and any premium or interest on any of such debt securities;
- provisions specifying whether the principal of and any premium or interest on such debt securities will be payable, at the election of us or a holder of debt securities, in a currency other than that in which such debt securities are stated to be payable and the date or dates on which, the period or periods within which, and the other terms and conditions upon which, such election may be made;
- any index, formula or other method used to determine the amount of payments of principal of, any premium or interest on such debt securities;

- provisions specifying whether such debt securities are to be issued in the form of one or more global securities and, if so, the identity of the depositary for such global security or securities;
- provisions specifying whether such debt securities are senior debt securities or subordinated debt securities and, if subordinated debt securities, the specific subordination provisions applicable thereto;
- in the case of subordinated debt securities, provisions specifying the relative degree, if any, to which such subordinated debt securities of the series will be senior to or be subordinated in right of payment to other series of subordinated debt securities or other indebtedness of ours, as the case may be, whether such other series of subordinated debt securities or other indebtedness is outstanding or not;
- any deletions from, modifications of or additions to the events of default or covenants with respect to such debt securities;
- terms specifying whether the provisions described below under “—Satisfaction and Discharge” and “—Legal Defeasance and Covenant Defeasance” will be applicable to such debt securities;
- terms specifying whether any of such debt securities are to be issued upon the exercise of warrants, and the time, manner and place for such debt securities to be authenticated and delivered; and
- any other terms of such debt securities and any other deletions from or modifications or additions to the applicable indenture in respect of such debt securities.

We will have the ability under the indenture to “reopen” a previously issued series of debt securities and issue additional debt securities of that series or establish additional terms of that series. We also are permitted to issue debt securities with the same terms as previously issued debt securities.

We may in the future issue debt securities other than the debt securities described in this prospectus. There is no requirement that any other debt securities that we issue be issued under the indenture described in this prospectus. Thus, any other debt securities that we may issue may be issued under other indentures or documentation containing provisions different from those included in the indenture or applicable to one or more issues of the debt securities described in this prospectus.

Guarantees

Each of the Guarantors will jointly and severally guarantee, on a senior basis, the due and punctual payment of all amounts payable under our senior debt securities, including principal, premium, if any, and interest. Each of the Guarantors will jointly and severally guarantee, on a basis subordinated to the prior payment in full of all senior indebtedness of each such Guarantor, the due and punctual payment of all amounts payable under our subordinated debt securities, including principal, premium, if any, and interest.

The obligations of each of the Guarantors under its guarantee will be limited as necessary to prevent that guarantee from constituting a fraudulent conveyance under applicable law. We cannot assure you that this limitation will protect the guarantees from fraudulent conveyance or fraudulent transfer challenges or, if it does, that the remaining amount due and collectible under the guarantees would suffice, if necessary, to pay the debt securities in full when due. In a Florida bankruptcy case, a similar provision was found to be unenforceable in a situation where the guarantors did not receive reasonably equivalent value in exchange for the guarantee, and, as a result, the subsidiary guarantees in that case were found to be fraudulent conveyances and unenforceable. We do not know if that case will be followed if there is litigation relating to the validity and/or enforceability of the guarantees under the indenture. However, if it is followed, the risk that the guarantees will be found to be unenforceable will be significantly increased if the guarantors do not receive any benefit from the debt securities.

A Guarantor may not sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving entity) another entity, other than us or another Guarantor, unless:

- (1) immediately after giving effect to that transaction, no default or event of default exists; and

(2) the entity acquiring the property in any such sale, assignment, transfer, conveyance, lease or other disposition or the entity formed by or surviving any such consolidation or merger (if other than the Guarantor) assumes all the obligations of that Guarantor under the indenture and its guarantee pursuant to a supplemental indenture satisfactory to the trustee.

The guarantee of a Guarantor will be automatically and unconditionally released:

- (1) in connection with certain sales or other dispositions of all or substantially all of the assets of the Guarantor;
- (2) in connection with certain sales or other dispositions of the capital stock of the Guarantor; or
- (3) upon legal defeasance, covenant defeasance or satisfaction and discharge of the debt securities as provided below under the captions “—Legal Defeasance and Covenant Defeasance” and “—Satisfaction and Discharge.”

Merger, Consolidation or Sale of Assets

(a) We will not, directly or indirectly: (1) consolidate or merge with or into another entity (whether or not we are the surviving corporation); (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of ours and our subsidiaries taken as a whole, in one or a series of related transactions, to another entity, or (3) permit any Guarantor (whether or not such Guarantor is the surviving entity) to enter into any such transactions or a series of related transactions under clause (1) or (2) above which, in the aggregate, would result in a sale, assignment, transfer, conveyance or other disposition of all or substantially all of the properties and assets of ours and the Guarantors taken as a whole, unless:

(1) either: (a) we or such other Guarantor is the surviving corporation; or (b) the entity formed by or surviving any such consolidation or merger (if other than us or such Guarantor) or to which such sale, assignment, transfer, conveyance or other disposition has been made is organized or existing under the laws of the United States, any state of the United States or the District of Columbia; provided that in the case when such entity is not a corporation, a co-obligor of the debt securities is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

(2) the entity formed by or surviving any such consolidation or merger (if other than us or other Guarantor) or the entity to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of ours or such Guarantor under the debt securities and the indenture pursuant to agreements reasonably satisfactory to the trustee; and

(3) immediately after such transaction, no default or event of default exists.

(b) This “Merger, Consolidation or Sale of Assets” covenant will not apply to:

(A) our merger with an affiliate solely for the purpose of reincorporating us in another jurisdiction; or

(B) any consolidation or merger or any sale, assignment, transfer, conveyance or other disposition of assets between or among us and our subsidiaries.

(c) A supplemental indenture or the form of security for a particular series of debt securities may include additional conditions or changes to the “Merger, Consolidation or Sale of Assets” covenant described above. The “Merger, Consolidation or Sale of Assets” covenant applicable to a particular series of debt securities will be discussed in the prospectus supplement relating to such series.

Additional Covenants

Any additional covenants applicable to a particular series of our debt securities will be discussed in the prospectus supplement relating to such series and will be included in a supplemental indenture or the form of security for such series.

Events of Default and Remedies

An “event of default” means any one of the following events that occurs with respect to a series of our debt securities issued under the indenture:

- failure to pay interest on any debt security of such series for 30 days after payment was due;
- failure to make the principal or any premium payment (whether at maturity, upon redemption or otherwise) on any debt security of such series when due;
- failure to make any sinking fund payment or analogous obligation when due in respect of any debt securities of such series;
- failure by us or any of the Guarantors to comply with any other agreements in the indenture and this failure continues for 60 days after we receive written notice of it by the trustee or the holders of at least 25% in aggregate principal amount of the debt securities of a particular series voting as a single class (other than any failure to perform in respect of an agreement included in the indenture solely for the benefit of another series of debt securities);
- any default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by us or any of the Guarantors (or the payment of which is guaranteed by us or any of the Guarantors), if that default: (a) is caused by a failure to make any payment on such indebtedness when due at final maturity of such indebtedness (a “payment default”); or (b) results in the acceleration of such indebtedness prior to its express maturity, and, in each case, the principal amount of any such indebtedness, together with the principal amount of any other such indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates \$50.0 million or more;
- failure by us to pay final judgments entered by a court or courts of competent jurisdiction (to the extent any such judgments are not paid or covered by insurance provided by a reputable carrier) aggregating in excess of \$50.0 million, which judgments are not paid, discharged or stayed for a period of 60 days;
- except as permitted in the indenture, any guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect or any Guarantor denies or disaffirms its obligations under its guarantee, except to the extent contemplated by the indenture and any such guarantee; and
- certain events of bankruptcy or insolvency with respect to us or certain of our significant subsidiaries.

A supplemental indenture or the form of security for a particular series of debt securities may include additional events of default or changes to the events of default described above. The events of default applicable to a particular series of debt securities will be discussed in the prospectus supplement relating to such series. Other than as specified above, a default under our other indebtedness will not be a default under the indenture for the debt securities covered by this prospectus, and a default under one series of debt securities will not necessarily be a default under another series.

In the case of an event of default arising from certain events of bankruptcy or insolvency with respect to us or certain of our significant subsidiaries, all outstanding debt securities will become due and payable immediately without further action or notice. If any other event of default with respect to outstanding debt securities of any series occurs and is continuing, then the trustee or the holders of at least 25% in principal amount of outstanding debt securities of that series then outstanding may declare all debt securities of that series to be due and payable immediately by notice in writing to us specifying the event of default.

The holders of a majority in aggregate principal amount of the then outstanding debt securities of a particular series by notice to the trustee may, on behalf of the holders of all of the debt securities of such particular series, rescind an acceleration or waive any existing default or event of default and its consequences under the indenture except a continuing default or event of default in the payment of principal, interest, premium, if any, or any sinking fund payment, if applicable, on any series of debt securities or a covenant or provision that cannot be modified or amended without the consent of each holder of outstanding securities of that series.

We refer you to the prospectus supplement relating to any series of debt securities that are discount securities for the particular provisions relating to acceleration of a portion of the principal amount of the discount securities upon the occurrence of an event of default.

Holders of the debt securities may not enforce the indenture or the debt securities except as provided in the applicable indenture. Subject to certain limitations, holders of a majority in aggregate principal amount of the then outstanding debt securities of a particular series may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the debt securities notice of any default if it determines that withholding notices is in their interest, except for defaults relating to the payment of principal, interest, premium, if any, or any sinking fund payment, if applicable, on any series of debt securities.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an event of default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of the debt securities of a particular series unless such holders have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, interest, premium, if any, or any sinking fund payment, if applicable, on any series of debt securities when due, no holder of the debt securities may pursue any remedy with respect to the indenture or the debt securities unless:

- such holder has previously given the trustee notice that an event of default is continuing;
- holders of at least 25% in aggregate principal amount of the then outstanding debt securities of a particular series have requested the trustee to pursue the remedy;
- such holders have offered the trustee reasonable security or indemnity against any loss, liability or expense;
- the trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and
- holders of a majority in aggregate principal amount of the then outstanding debt securities of such series have not given the trustee a direction inconsistent with such request within such 60-day period.

We are required to deliver to the trustee annually a statement regarding compliance with the indenture. Within five business days of becoming aware of any default or event of default, we are required to deliver to the trustee a statement specifying such default or event of default.

Modification of Indenture

Except as provided in the next three succeeding paragraphs and as described in the prospectus supplement relating to a series of debt securities, the indenture, our debt securities and the guarantees may be amended or modified with the consent of the holders of at least a majority in aggregate principal amount of all outstanding debt securities which are affected by such amendment or modification, and any existing default or event of default or compliance with any provision of the indenture, the debt securities or the guarantees may be waived with the consent of the holders of a majority in aggregate principal amount of the then outstanding debt securities of a particular series.

Without the consent of each holder of debt securities affected, an amendment, modification or waiver may not (with respect to any affected debt securities held by a non-consenting holder):

- (1) reduce the principal amount of debt securities whose holders must consent to an amendment, modification or waiver;
- (2) reduce the principal of or change the fixed maturity of any debt securities or alter the provisions with respect to the redemption of any debt securities;
- (3) reduce the rate of or change the time for payment of interest on any debt securities;
- (4) waive a default or event of default in the payment of principal of, or interest or premium, if any, on any debt securities (except a rescission of acceleration of the debt securities by the holders of at least a majority in aggregate principal amount of the then outstanding debt securities of a particular series and a waiver of the payment default that resulted from such acceleration);
- (5) make any debt security payable in money other than that stated in such debt securities;
- (6) impair the right to institute suit for the enforcement of any payment on or with respect to any debt securities or the related guarantees;
- (7) waive a redemption payment with respect to any debt securities;
- (8) release any Guarantor from any of its obligations under its guarantee or the indenture, except in accordance with the terms of the indenture; or
- (9) make any change in the preceding amendment and waiver provisions.

In addition, any amendment or modification to, or waiver of, the provisions of the indenture relating to subordination of the debt securities and the guarantees that adversely affects the rights of the holders of the debt securities will require the consent of the holders of at least 75% in aggregate principal amount of affected debt securities then outstanding.

Notwithstanding the preceding, without the consent of any holder of debt securities, we, the Guarantors and the trustee may amend or modify the indenture, the debt securities or the guarantees:

- (1) to cure any ambiguity, defect or inconsistency;
- (2) to provide for uncertificated debt securities in addition to or in place of certificated debt securities;
- (3) to make any change that would provide any additional rights or benefits to the holders of debt securities or that does not materially adversely affect the legal rights under the indenture of any such holder;
- (4) to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");
- (5) to conform the text of the indenture, the guarantees or the debt securities to any provision of this prospectus or to the prospectus supplement relating to the debt securities of any series to the extent that such provision in the prospectus or the prospectus supplement was intended to be a verbatim recitation of a provision of the indenture, the guarantees or the debt securities;
- (6) to release a Guarantor from its obligations under its guarantee or the indenture in accordance with the applicable provisions of the indenture;
- (7) to secure any debt securities and/or any guarantees;
- (8) to evidence and provide for the acceptance of appointment by a successor trustee; or
- (9) to allow any Guarantor to execute a supplemental indenture and/or a guarantee with respect to the debt securities.

In computing whether the holders of the requisite principal amount of outstanding debt securities have taken action under an indenture or supplemental indenture:

- for an original issue discount security, we will use the amount of the principal that would be due and payable as of that date, as if the maturity of the debt had been accelerated due to a default; and
- for a debt security denominated in a foreign currency or currencies, we will use the U.S. dollar equivalent of the outstanding principal amount as of that date, using the exchange rate in effect on the date of original issuance of the debt security.

Subordination

The extent to which a particular series of our subordinated debt securities may be subordinated to our unsecured and unsubordinated indebtedness will be set forth in the prospectus supplement for any such series and any indenture may be modified by a supplemental indenture to reflect such subordination provisions.

Payment and Transfer

Unless otherwise specified in the related prospectus supplement, we will pay principal, interest and any premium on fully registered securities at the place or places designated by us for such purposes. We will make payment to the persons in whose names the debt securities are registered at the close of business on the day or days specified by us. Any other payments will be made as set forth in the applicable prospectus supplement.

All paying agents initially designated by us with respect to payments on the debt securities will be named in the related prospectus supplement. We may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts, except that we will be required to maintain a paying agent in each place where the principal of and any premium or interest on any debt securities are payable.

Unless otherwise provided in the related prospectus supplement, holders may transfer or exchange debt securities at the corporate trust office of the trustee or at any other office or agency maintained by us for such purposes. We will not charge a service fee for any transfer or exchange of certificated securities, but we may require payment of a sum sufficient to cover any stamp tax or other governmental charge and any other reasonable expenses (including fees and expenses of the trustee) that we are required to pay in connection with a transfer or exchange.

You may effect the transfer of certificated securities and the right to receive the principal, premium and interest on certificated securities only by surrendering the certificate representing those certificated securities and either reissuance by us or the trustee of the certificate to the new holder or the issuance by us or the trustee of a new certificate to the new holder.

We are not required to:

- register the transfer of or exchange securities of any series during a period beginning at the opening of business 15 days before the day we transmit a notice of redemption of securities of the series selected for redemption and ending at the close of business on the day of the transmission; or
- register the transfer of or exchange any security so selected for redemption in whole or in part, except the unredeemed portion of any security being redeemed in part.

All transfer agents initially designated by us will be named in the related prospectus supplement. We may at any time rescind the designation of any transfer agent or approve a change in the office through which any transfer agent acts, except that we will be required to maintain a transfer agent in each place where the principal of and any premium or interest on any debt securities are payable.

We have initially appointed the trustee as security registrar, transfer agent and paying agent for the debt securities.

Global Securities

We may issue the global securities in either registered or bearer form, in either temporary or permanent form. Where any debt securities of any series are issued in bearer form, the restrictions and considerations applicable to such debt securities and with respect to the payment, transfer and exchange of such debt securities will be described in the related prospectus supplement. Debt securities that are represented in whole or in part by one or more global securities will be registered in the name of a depositary or its nominee identified in the applicable prospectus supplement, and such global securities will be deposited with, or on behalf of, the depositary. The applicable prospectus supplement will describe the specific terms of the depositary arrangement with respect to the applicable securities of that series. We anticipate that the following provisions will apply to all depositary arrangements.

Once a global security is issued, the depositary will credit on its book-entry system the respective principal amounts of the individual securities represented by that global security to the accounts of institutions that have accounts with the depositary. These institutions are known as participants. The underwriters for the securities will designate the accounts to be credited. However, if we have offered or sold the securities either directly or through agents, we or the agents will designate the appropriate accounts to be credited.

Ownership of beneficial interest in a global security will be limited to participants or persons that may hold beneficial interests through participants. Ownership of beneficial interest in a global security will be shown on, and the transfer of that ownership will be effected only through, records maintained by the depositary's participants or persons that hold through participants. The laws of some states require that certain purchasers of securities take physical delivery of securities. Such limits and such laws may limit the market for beneficial interests in a global security.

So long as the depositary for a global security, or its nominee, is the registered owner of a global security, the depositary or nominee will be considered the sole owner or holder of the securities represented by the global security for all purposes under the indenture. Except as provided in the applicable prospectus supplement, owners of beneficial interests in a global security:

- will not be entitled to have securities represented by global securities registered in their names;
- will not receive or be entitled to receive physical delivery of securities in definitive form; and
- will not be considered owners or holders of these securities under the indenture.

Payments of principal, any premium and interest on the individual securities registered in the name of the depositary or its nominee will be made to the depositary or its nominee as the holder of that global security. Neither we nor the trustee will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests of a global security, or for maintaining, supervising or reviewing any records relating to beneficial ownership interests, and each of us and the trustee may act or refrain from acting without liability on any information provided by the depositary.

We expect that the depositary, after receiving any payment of principal, any premium or interest in respect of a global security, will immediately credit the accounts of the participants with payment in amounts proportionate to their respective holdings in principal amount of beneficial interest in a global security as shown on the records of the depositary. We also expect that payments by participants to owners of beneficial interests in a global security will be governed by standing customer instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants.

Debt securities represented by a global security will be exchangeable for debt securities in definitive form of like tenor in authorized denominations only if the depositary notifies us that it is unwilling or unable to continue as the depositary and a successor depositary is not appointed by us within 90 days or we, in our discretion, determine not to require all of the debt securities of a series to be represented by a global security and notify the trustee of our decision.

Legal Defeasance and Covenant Defeasance

We may at any time, at the option of our board of directors evidenced by a resolution set forth in an officers' certificate, elect to have all of our obligations discharged with respect to the outstanding debt securities of such series and all obligations of the Guarantors discharged with respect to their related guarantees (which we refer to in this prospectus as "legal defeasance") except for:

- the rights of holders of outstanding debt securities to receive payments in respect of the principal of, or interest or premium on such debt securities when such payments are due from the trust referred to below;
- our obligations with respect to the debt securities concerning issuing temporary debt securities, registration of debt securities, mutilated, destroyed, lost or stolen debt securities and the maintenance of an office or agency for payment and money for security payments held in trust;
- the rights, powers, trusts, duties and immunities of the trustee, and our and the Guarantors' obligations in connection therewith; and
- the legal defeasance and covenant defeasance (as defined below) provisions of the indenture.

In addition, we may, at our option and at any time, elect to have our and the Guarantors' obligations released with respect to certain restrictive covenants of debt securities of such series and all obligations of the Guarantors with respect to the guarantees discharged (which we refer to in this prospectus as "covenant defeasance"), and thereafter any failure to comply with those covenants and obligations will not constitute a default or event of default with respect to the debt securities of such series or the related guarantees. In the event covenant defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "—Events of Default and Remedies" will no longer constitute an event of default with respect to the debt securities of such series and the related guarantees.

In order to exercise either legal defeasance or covenant defeasance:

- we must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the debt securities of the series, cash in U.S. dollars or in the foreign currency in which such debt securities are payable at stated maturity, non-callable government securities, or a combination of both, in amounts sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, or interest and premium, if any, on the outstanding debt securities on the stated date for payment thereof and we must specify whether the debt securities are being defeased to such stated date for payment or to a particular redemption date, if applicable;
- in the case of legal defeasance, we must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) we have received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the outstanding debt securities will not recognize income, gain or loss for federal income tax purposes as a result of such legal defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred;
- in the case of covenant defeasance, we must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the outstanding debt securities will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred;
- no default or event of default with respect to the debt securities to be defeased has occurred and is continuing on the date of such deposit (other than a default or event of default resulting from the borrowing of funds to be applied to such deposit);

- such legal defeasance or covenant defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the indenture) to which we or any of our subsidiaries are a party or by which we or any of our subsidiaries are bound;
- we must deliver to the trustee an officers' certificate stating that the deposit was not made by us with the intent of preferring the holders of debt securities over the other creditors of ours with the intent of defeating, hindering, delaying or defrauding creditors of ours or others; and
- we must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the legal defeasance or the covenant defeasance have been complied with.

Satisfaction and Discharge

We may discharge certain obligations to the holders of any debt securities of any series that have not already been delivered to the trustee for cancellation and that either have become due and payable or will become due and payable within one year (or scheduled for redemption within one year) if we deposit with the trustee, in trust, funds in the currency in which such debt securities are payable in an amount sufficient to pay the entire indebtedness on debt securities of such series with respect to principal and any premium and interest to the date of such deposit (if such debt securities have then become due and payable) or to the maturity date of such debt securities, as the case may be.

Concerning the Trustee

At all times, the trustee must be organized and doing business under the laws of the United States, any state thereof or the District of Columbia, and must comply with all applicable requirements under the Trust Indenture Act.

The trustee may resign at any time by giving us written notice or may be removed:

- by act of the holders of a majority in principal amount of a series of outstanding debt securities; or
- if it (i) fails to comply with the obligations imposed upon it under the Trust Indenture Act; (ii) is not organized and doing business under the laws of the United States, any state thereof or the District of Columbia; (iii) becomes incapable of acting as trustee; or (iv) or a court takes certain actions relating to bankruptcy, insolvency or reorganization.

If the trustee resigns, is removed or becomes incapable of acting, or if a vacancy occurs in the office of the trustee for any cause, we, by or pursuant to a board resolution, will promptly appoint a successor trustee or trustees with respect to the debt securities of such series. We will give written notice to holders of the relevant series of debt securities, of each resignation and each removal of the trustee with respect to the debt securities of such series and each appointment of a successor trustee. Upon the appointment of any successor trustee, we, the retiring trustee and such successor trustee, will execute and deliver a supplemental indenture in which each successor trustee will accept such appointment and which will contain such provisions as necessary or desirable to transfer to such successor trustee all the rights, powers, trusts and duties of the retiring trustee with respect to the relevant series of debt securities.

If the trustee becomes a creditor of us or any Guarantor, the indenture limits the right of the trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign.

The holders of a majority in aggregate principal amount of the then outstanding debt securities will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an event of default occurs and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its

rights or powers under the indenture at the request of any holder of the debt securities, unless such holder has offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

New York Law to Govern

The indenture will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in that state.

DESCRIPTION OF DEBT SECURITIES OF DYCOM INVESTMENTS, INC. AND GUARANTEES

“We,” “our,” and “us” under this Description of Debt Securities and Guarantees refer to Dycom Investments, Inc. and “Guarantors” refers to Dycom Industries, Inc. and certain of its subsidiaries which may guarantee the debt securities.

This section contains a description of the general terms and provisions of the debt securities of Dycom Investments, Inc. that may be offered by this prospectus and to which any prospectus supplement may relate. The particular terms of the debt securities offered will be described in the applicable prospectus supplement. The prospectus supplement relating to a series of debt securities being offered pursuant to this prospectus will be attached to this prospectus.

We may issue senior debt securities and subordinated debt securities. The debt securities are to be issued under an indenture (the “indenture”) to be entered into among us, the Guarantors, if applicable, and a trustee, the form of which is filed as an exhibit to the registration statement of which this prospectus forms a part. The indenture may be supplemented from time to time.

This prospectus briefly outlines some of the indenture provisions. The following summary of the material provisions of the indenture is qualified in its entirety by the provisions of the indenture, including definitions of certain terms used in the indenture. Wherever we refer to particular sections or defined terms of the indenture, those sections or defined terms are incorporated in this prospectus and the applicable prospectus supplement by reference. You should review the indenture that is filed as an exhibit to the registration statement for additional information.

In addition, the material specific financial, legal and other terms as well as federal income tax consequences particular to securities of each series will be described in the prospectus supplement relating to the securities of that series. The prospectus supplement may or may not modify the general terms found in this prospectus and will be filed with the SEC. For a complete description of the terms of a particular series of debt securities, you should read both this prospectus and the prospectus supplement relating to that particular series.

General

The indenture provisions do not limit the amount of debt that we, Dycom Industries, Inc. or any of its subsidiaries may issue under the indenture or otherwise, and we may issue the securities in one or more series with the same or various maturities, at par or a premium, or with original issue discount.

Unless otherwise specified in the prospectus supplement, our debt securities covered by this prospectus will be our direct unsecured obligations. Senior debt securities will rank equally with our other unsecured and unsubordinated indebtedness. Subordinated debt securities will be unsecured and subordinated in right of payment to the prior payment in full of all of our unsecured and unsubordinated indebtedness. See “—Subordination” below. Any of our secured indebtedness will rank ahead of the debt securities to the extent of the assets securing such indebtedness.

We are a wholly-owned subsidiary of Dycom Industries, Inc. All other subsidiaries of Dycom Industries, Inc. are our direct subsidiaries. We have no assets or operations other than our ownership interests in other subsidiaries of Dycom Industries, Inc. Dycom Industries, Inc. is a holding company that conducts substantially all of its operations through its subsidiaries and none of its subsidiaries is obligated to make funds available to us for payment on the debt securities. Accordingly, our ability to make payments on the debt securities is dependent on the earnings and the distribution or other payment of funds from Dycom Industries, Inc.’s other subsidiaries. The debt securities will be structurally subordinated in right of payment to all indebtedness and other liabilities and commitments (including trade payables and lease obligations) of Dycom Industries, Inc.’s other subsidiaries. Any right of Dycom Industries, Inc. to receive assets of any of its subsidiaries upon the subsidiary’s liquidation or reorganization will be structurally subordinated to the claims of that subsidiary’s creditors, except to the extent that Dycom Industries, Inc. is itself recognized as a creditor of the subsidiary, in which case the claims of Dycom Industries, Inc. would still be subordinate in right of payment to any security in the assets of the subsidiary and any indebtedness of the subsidiary senior to that held by Dycom Industries, Inc. See “—Guarantees” below.

The prospectus supplement relating to any series of our debt securities being offered will include specific terms relating to the offering. These terms will include, among other terms, some or all of the following, as applicable:

- the title and series of such debt securities;
- the total principal amount of the series of debt securities and whether there shall be any limit upon the aggregate principal amount of such debt securities;
- the date or dates, or the method or methods, if any, by which such date or dates will be determined, on which the principal of the debt securities will be payable;
- the rate or rates at which such debt securities will bear interest, if any, which rate may be zero in the case of certain debt securities issued at an issue price representing a discount from the principal amount payable at maturity, or the method by which such rate or rates will be determined (including, if applicable, any remarketing option or similar method), and the date or dates from which such interest, if any, will accrue or the method by which such date or dates will be determined;
- the date or dates on which interest, if any, on such debt securities will be payable and any regular record dates applicable to the date or dates on which interest will be so payable;
- the place or places where the principal of or any premium or interest on such debt securities will be payable, where any of such debt securities that are issued in registered form may be surrendered for registration of or transfer or exchange, and where any such debt securities may be surrendered for conversion or exchange;
- if such debt securities are to be redeemable at our option, the date or dates on which, the period or periods within which, the price or prices at which and the other terms and conditions upon which such debt securities may be redeemed, in whole or in part, at our option;
- provisions specifying whether we will be obligated to redeem or purchase any of such debt securities pursuant to any sinking fund or analogous provision or at the option of any holder of such debt securities and, if so, the date or dates on which, the period or periods within which, the price or prices at which and the other terms and conditions upon which such debt securities will be redeemed or purchased, in whole or in part, pursuant to such obligation, and any provisions for the remarketing of such debt securities so redeemed or purchased;
- if other than denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof, the denominations in which any debt securities to be issued in registered form will be issuable and, if other than a denomination of \$5,000, the denominations in which any debt securities to be issued in bearer form will be issuable;
- provisions specifying whether the debt securities will be convertible into other securities of ours and/or exchangeable for securities of other issuers and, if so, the terms and conditions upon which such debt securities will be so convertible or exchangeable;
- if other than the principal amount, the portion of the principal amount (or the method by which such portion will be determined) of such debt securities that will be payable upon declaration of acceleration of the maturity thereof;
- if other than U.S. dollars, the currency of payment, including composite currencies, of the principal of and any premium or interest on any of such debt securities;
- provisions specifying whether the principal of and any premium or interest on such debt securities will be payable, at the election of us or a holder of debt securities, in a currency other than that in which such debt securities are stated to be payable and the date or dates on which, the period or periods within which, and the other terms and conditions upon which, such election may be made;
- any index, formula or other method used to determine the amount of payments of principal of, any premium or interest on such debt securities;

- provisions specifying whether such debt securities are to be issued in the form of one or more global securities and, if so, the identity of the depository for such global security or securities;
- provisions specifying whether such debt securities are senior debt securities or subordinated debt securities and, if subordinated debt securities, the specific subordination provisions applicable thereto;
- in the case of subordinated debt securities, provisions specifying the relative degree, if any, to which such subordinated debt securities of the series will be senior to or be subordinated in right of payment to other series of subordinated debt securities or other indebtedness of ours, as the case may be, whether such other series of subordinated debt securities or other indebtedness is outstanding or not;
- any deletions from, modifications of or additions to the events of default or covenants with respect to such debt securities;
- terms specifying whether the provisions described below under “—Satisfaction and Discharge” and “—Legal Defeasance and Covenant Defeasance” will be applicable to such debt securities;
- terms specifying whether any of such debt securities are to be issued upon the exercise of warrants, and the time, manner and place for such debt securities to be authenticated and delivered; and
- any other terms of such debt securities and any other deletions from or modifications or additions to the applicable indenture in respect of such debt securities.

We will have the ability under the indenture to “reopen” a previously issued series of debt securities and issue additional debt securities of that series or establish additional terms of that series. We also are permitted to issue debt securities with the same terms as previously issued debt securities.

We may in the future issue debt securities other than the debt securities described in this prospectus. There is no requirement that any other debt securities that we issue be issued under the indenture described in this prospectus. Thus, any other debt securities that we may issue may be issued under other indentures or documentation containing provisions different from those included in the indenture or applicable to one or more issues of the debt securities described in this prospectus.

Guarantees

Each of the Guarantors will jointly and severally guarantee, on a senior basis, the due and punctual payment of all amounts payable under our senior debt securities, including principal, premium, if any, and interest. Each of the Guarantors will jointly and severally guarantee, on a basis subordinated to the prior payment in full of all senior indebtedness of each such Guarantor, the due and punctual payment of all amounts payable under our subordinated debt securities, including principal, premium, if any, and interest.

The obligations of each of the Guarantors under its guarantee will be limited as necessary to prevent that guarantee from constituting a fraudulent conveyance under applicable law. We cannot assure you that this limitation will protect the guarantees from fraudulent conveyance or fraudulent transfer challenges or, if it does, that the remaining amount due and collectible under the guarantees would suffice, if necessary, to pay the debt securities in full when due. In a Florida bankruptcy case, a similar provision was found to be unenforceable in a situation where the guarantors did not receive reasonably equivalent value in exchange for the guarantee, and, as a result, the subsidiary guarantees in that case were found to be fraudulent conveyances and unenforceable. We do not know if that case will be followed if there is litigation relating to the validity and/or enforceability of the guarantees under the indenture. However, if it is followed, the risk that the guarantees will be found to be unenforceable will be significantly increased if the guarantors do not receive any benefit from the debt securities.

A Guarantor may not sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving entity) another entity, other than us or another Guarantor, unless:

- (1) immediately after giving effect to that transaction, no default or event of default exists; and

(2) the entity acquiring the property in any such sale, assignment, transfer, conveyance, lease or other disposition or the entity formed by or surviving any such consolidation or merger (if other than the Guarantor) assumes all the obligations of that Guarantor under the indenture and its guarantee pursuant to a supplemental indenture satisfactory to the trustee.

The guarantee of a Guarantor will be automatically and unconditionally released:

- (1) in connection with certain sales or other dispositions of all or substantially all of the assets of the Guarantor (other than Dycom Industries, Inc.);
- (2) in connection with certain sales or other dispositions of the capital stock of the Guarantor (other than Dycom Industries, Inc.); or
- (3) upon legal defeasance, covenant defeasance or satisfaction and discharge of the debt securities as provided below under the captions “—Legal Defeasance and Covenant Defeasance” and “—Satisfaction and Discharge.”

Merger, Consolidation or Sale of Assets

(a) Dycom Industries, Inc. will not, directly or indirectly: (1) consolidate or merge with or into another entity (whether or not Dycom Industries, Inc. is the surviving corporation); (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of Dycom Industries, Inc. and its subsidiaries taken as a whole, in one or a series of related transactions, to another entity, or (3) permit any of the other Guarantors (whether or not such Guarantor is the surviving entity) to enter into any such transactions or a series of related transactions under clause (1) or (2) above which, in the aggregate, would result in a sale, assignment, transfer, conveyance or other disposition of all or substantially all of the properties and assets of Dycom Industries, Inc. and the other Guarantors taken as a whole, unless:

- (1) either: (a) Dycom Industries, Inc. or such other Guarantor is the surviving corporation; or (b) the entity formed by or surviving any such consolidation or merger (if other than Dycom Industries, Inc. or such other Guarantor) or to which such sale, assignment, transfer, conveyance or other disposition has been made is organized or existing under the laws of the United States, any state of the United States or the District of Columbia;
- (2) the entity formed by or surviving any such consolidation or merger (if other than Dycom Industries, Inc. or such other Guarantor) or the entity to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of Dycom Industries, Inc. or such other Guarantor under the debt securities and the indenture pursuant to agreements reasonably satisfactory to the trustee; and
- (3) immediately after such transaction, no default or event of default exists.

(b) We will not, directly or indirectly: (1) consolidate or merge with or into another entity (whether or not we are the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of our properties or assets in one or a series of related transactions, to another entity, unless:

- (1) either: (a) we are the surviving corporation; or (b) the entity formed by or surviving any such consolidation or merger (if other than us) or to which such sale, assignment, transfer, conveyance or other disposition has been made is organized or existing under the laws of the United States, any state of the United States or the District of Columbia; provided that in the case when such entity is not a corporation, a co-obligor of the debt securities is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia;
- (2) the entity formed by or surviving any such consolidation or merger (if other than us) or the entity to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all our

obligations under the debt securities and the indenture pursuant to agreements reasonably satisfactory to the trustee; and

(3) immediately after such transaction, no default or event of default exists.

(c) This “Merger, Consolidation or Sale of Assets” covenant will not apply to:

(A) a merger of Dycom Industries, Inc. or us with an affiliate solely for the purpose of reincorporating Dycom Industries, Inc. or us in another jurisdiction; or

(B) any consolidation or merger or any sale, assignment, transfer, conveyance or other disposition of assets between or among Dycom Industries, Inc. or us and Dycom Industries, Inc.’s subsidiaries.

(d) A supplemental indenture or the form of security for a particular series of debt securities may include additional conditions or changes to the “Merger, Consolidation or Sale of Assets” covenant described above. The “Merger, Consolidation or Sale of Assets” covenant applicable to a particular series of debt securities will be discussed in the prospectus supplement relating to such series.

Additional Covenants

Any additional covenants applicable to a particular series of our debt securities will be discussed in the prospectus supplement relating to such series and will be included in a supplemental indenture or the form of security for such series.

Events of Default and Remedies

An “event of default” means any one of the following events that occurs with respect to a series of our debt securities issued under the indenture:

- failure to pay interest on any debt security of such series for 30 days after payment was due;
- failure to make the principal or any premium payment (whether at maturity, upon redemption or otherwise) on any debt security of such series when due;
- failure to make any sinking fund payment or analogous obligation when due in respect of any debt securities of such series;
- failure by us, Dycom Industries, Inc. or any of the other Guarantors to comply with any other agreements in the indenture and this failure continues for 60 days after Dycom Industries, Inc. receives written notice of it by the trustee or the holders of at least 25% in aggregate principal amount of the debt securities of a particular series voting as a single class (other than any failure to perform in respect of an agreement included in the indenture solely for the benefit of another series of debt securities);
- any default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by us, Dycom Industries, Inc. or any of the other Guarantors (or the payment of which is guaranteed by us, Dycom Industries, Inc. or any of the other Guarantors), if that default: (a) is caused by a failure to make any payment on such indebtedness when due at final maturity of such indebtedness (a “payment default”); or (b) results in the acceleration of such indebtedness prior to its express maturity, and, in each case, the principal amount of any such indebtedness, together with the principal amount of any other such indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates \$50.0 million or more;
- failure by us or Dycom Industries Inc. to pay final judgments entered by a court or courts of competent jurisdiction (to the extent any such judgments are not paid or covered by insurance provided by a reputable carrier) aggregating in excess of \$50.0 million, which judgments are not paid, discharged or stayed for a period of 60 days;

- except as permitted in the indenture, any guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect or any Guarantor denies or disaffirms its obligations under its guarantee, except to the extent contemplated by the indenture and any such guarantee; and
- certain events of bankruptcy or insolvency with respect to us, Dycom Industries, Inc. or certain of its significant subsidiaries.

A supplemental indenture or the form of security for a particular series of debt securities may include additional events of default or changes to the events of default described above. The events of default applicable to a particular series of debt securities will be discussed in the prospectus supplement relating to such series. Other than as specified above, a default under our other indebtedness will not be a default under the indenture for the debt securities covered by this prospectus, and a default under one series of debt securities will not necessarily be a default under another series.

In the case of an event of default arising from certain events of bankruptcy or insolvency with respect to Dycom Industries, Inc. or certain of its significant subsidiaries, all outstanding debt securities will become due and payable immediately without further action or notice. If any other event of default with respect to outstanding debt securities of any series occurs and is continuing, then the trustee or the holders of at least 25% in principal amount of outstanding debt securities of that series then outstanding may declare all debt securities of that series to be due and payable immediately by notice in writing to us specifying the event of default.

The holders of a majority in aggregate principal amount of the then outstanding debt securities of a particular series by notice to the trustee may, on behalf of the holders of all of the debt securities of such particular series, rescind an acceleration or waive any existing default or event of default and its consequences under the indenture except a continuing default or event of default in the payment of principal, interest, premium, if any, or any sinking fund payment, if applicable, on any series of debt securities or a covenant or provision that cannot be modified or amended without the consent of each holder of outstanding securities of that series.

We refer you to the prospectus supplement relating to any series of debt securities that are discount securities for the particular provisions relating to acceleration of a portion of the principal amount of the discount securities upon the occurrence of an event of default.

Holders of the debt securities may not enforce the indenture or the debt securities except as provided in the applicable indenture. Subject to certain limitations, holders of a majority in aggregate principal amount of the then outstanding debt securities of a particular series may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the debt securities notice of any default if it determines that withholding notices is in their interest, except for defaults relating to the payment of principal, interest, premium, if any, or any sinking fund payment, if applicable, on any series of debt securities.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an event of default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of the debt securities of a particular series unless such holders have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, interest, premium, if any, or any sinking fund payment, if applicable, on any series of debt securities when due, no holder of the debt securities may pursue any remedy with respect to the indenture or the debt securities unless:

- such holder has previously given the trustee notice that an event of default is continuing;
- holders of at least 25% in aggregate principal amount of the then outstanding debt securities of a particular series have requested the trustee to pursue the remedy;
- such holders have offered the trustee reasonable security or indemnity against any loss, liability or expense;
- the trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and

- holders of a majority in aggregate principal amount of the then outstanding debt securities of such series have not given the trustee a direction inconsistent with such request within such 60-day period.

We are required to deliver to the trustee annually a statement regarding compliance with the indenture. Within five business days of becoming aware of any default or event of default, we are required to deliver to the trustee a statement specifying such default or event of default.

Modification of Indenture

Except as provided in the next three succeeding paragraphs and as described in the prospectus supplement relating to a series of debt securities, the indenture, our debt securities and the guarantees may be amended or modified with the consent of the holders of at least a majority in aggregate principal amount of all outstanding debt securities which are affected by such amendment or modification, and any existing default or event of default or compliance with any provision of the indenture, the debt securities or the guarantees may be waived with the consent of the holders of a majority in aggregate principal amount of the then outstanding debt securities of a particular series.

Without the consent of each holder of debt securities affected, an amendment, modification or waiver may not (with respect to any affected debt securities held by a non-consenting holder):

- (1) reduce the principal amount of debt securities whose holders must consent to an amendment, modification or waiver;
- (2) reduce the principal of or change the fixed maturity of any debt securities or alter the provisions with respect to the redemption of any debt securities;
- (3) reduce the rate of or change the time for payment of interest on any debt securities;
- (4) waive a default or event of default in the payment of principal of, or interest or premium, if any, on any debt securities (except a rescission of acceleration of the debt securities by the holders of at least a majority in aggregate principal amount of the then outstanding debt securities of a particular series and a waiver of the payment default that resulted from such acceleration);
- (5) make any debt security payable in money other than that stated in such debt securities;
- (6) impair the right to institute suit for the enforcement of any payment on or with respect to any debt securities or the related guarantees;
- (7) waive a redemption payment with respect to any debt securities;
- (8) release any Guarantor from any of its obligations under its guarantee or the indenture, except in accordance with the terms of the indenture; or
- (9) make any change in the preceding amendment and waiver provisions.

In addition, any amendment or modification to, or waiver of, the provisions of the indenture relating to subordination of the debt securities and the guarantees that adversely affects the rights of the holders of the debt securities will require the consent of the holders of at least 75% in aggregate principal amount of affected debt securities then outstanding.

Notwithstanding the preceding, without the consent of any holder of debt securities, we, the Guarantors and the trustee may amend or modify the indenture, the debt securities or the guarantees:

- (1) to cure any ambiguity, defect or inconsistency;
- (2) to provide for uncertificated debt securities in addition to or in place of certificated debt securities;

- (3) to make any change that would provide any additional rights or benefits to the holders of debt securities or that does not materially adversely affect the legal rights under the indenture of any such holder;
- (4) to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act;
- (5) to conform the text of the indenture, the guarantees or the debt securities to any provision of this prospectus or to the prospectus supplement relating to the debt securities of any series to the extent that such provision in the prospectus or the prospectus supplement was intended to be a verbatim recitation of a provision of the indenture, the guarantees or the debt securities;
- (6) to release a Guarantor from its obligations under its guarantee or the indenture in accordance with the applicable provisions of the indenture;
- (7) to secure any debt securities and/or any guarantees;
- (8) to evidence and provide for the acceptance of appointment by a successor trustee; or
- (9) to allow any Guarantor to execute a supplemental indenture and/or a guarantee with respect to the debt securities.

In computing whether the holders of the requisite principal amount of outstanding debt securities have taken action under an indenture or supplemental indenture:

- for an original issue discount security, we will use the amount of the principal that would be due and payable as of that date, as if the maturity of the debt had been accelerated due to a default; and
- for a debt security denominated in a foreign currency or currencies, we will use the U.S. dollar equivalent of the outstanding principal amount as of that date, using the exchange rate in effect on the date of original issuance of the debt security.

Subordination

The extent to which a particular series of our subordinated debt securities may be subordinated to our unsecured and unsubordinated indebtedness will be set forth in the prospectus supplement for any such series and any indenture may be modified by a supplemental indenture to reflect such subordination provisions.

Payment and Transfer

Unless otherwise specified in the related prospectus supplement, we will pay principal, interest and any premium on fully registered securities at the place or places designated by us for such purposes. We will make payment to the persons in whose names the debt securities are registered at the close of business on the day or days specified by us. Any other payments will be made as set forth in the applicable prospectus supplement.

All paying agents initially designated by us with respect to payments on the debt securities will be named in the related prospectus supplement. We may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts, except that we will be required to maintain a paying agent in each place where the principal of and any premium or interest on any debt securities are payable.

Unless otherwise provided in the related prospectus supplement, holders may transfer or exchange debt securities at the corporate trust office of the trustee or at any other office or agency maintained by us for such purposes. We will not charge a service fee for any transfer or exchange of certificated securities, but we may require payment of a sum sufficient to cover any stamp tax or other governmental charge and any other reasonable expenses (including fees and expenses of the trustee) that we are required to pay in connection with a transfer or exchange.

You may effect the transfer of certificated securities and the right to receive the principal, premium and interest on certificated securities only by surrendering the certificate representing those certificated securities and either reissuance by us or the trustee of the certificate to the new holder or the issuance by us or the trustee of a new certificate to the new holder.

We are not required to:

- register the transfer of or exchange securities of any series during a period beginning at the opening of business 15 days before the day we transmit a notice of redemption of securities of the series selected for redemption and ending at the close of business on the day of the transmission; or
- register the transfer of or exchange any security so selected for redemption in whole or in part, except the unredeemed portion of any security being redeemed in part.

All transfer agents initially designated by us will be named in the related prospectus supplement. We may at any time rescind the designation of any transfer agent or approve a change in the office through which any transfer agent acts, except that we will be required to maintain a transfer agent in each place where the principal of and any premium or interest on any debt securities are payable.

We have initially appointed the trustee as security registrar, transfer agent and paying agent for the debt securities.

Global Securities

We may issue the global securities in either registered or bearer form, in either temporary or permanent form. Where any debt securities of any series are issued in bearer form, the restrictions and considerations applicable to such debt securities and with respect to the payment, transfer and exchange of such debt securities will be described in the related prospectus supplement. Debt securities that are represented in whole or in part by one or more global securities will be registered in the name of a depositary or its nominee identified in the applicable prospectus supplement, and such global securities will be deposited with, or on behalf of, the depositary. The applicable prospectus supplement will describe the specific terms of the depositary arrangement with respect to the applicable securities of that series. We anticipate that the following provisions will apply to all depositary arrangements.

Once a global security is issued, the depositary will credit on its book-entry system the respective principal amounts of the individual securities represented by that global security to the accounts of institutions that have accounts with the depositary. These institutions are known as participants. The underwriters for the securities will designate the accounts to be credited. However, if we have offered or sold the securities either directly or through agents, we or the agents will designate the appropriate accounts to be credited.

Ownership of beneficial interest in a global security will be limited to participants or persons that may hold beneficial interests through participants. Ownership of beneficial interest in a global security will be shown on, and the transfer of that ownership will be effected only through, records maintained by the depositary's participants or persons that hold through participants. The laws of some states require that certain purchasers of securities take physical delivery of securities. Such limits and such laws may limit the market for beneficial interests in a global security.

So long as the depositary for a global security, or its nominee, is the registered owner of a global security, the depositary or nominee will be considered the sole owner or holder of the securities represented by the global security for all purposes under the indenture. Except as provided in the applicable prospectus supplement, owners of beneficial interests in a global security:

- will not be entitled to have securities represented by global securities registered in their names;
- will not receive or be entitled to receive physical delivery of securities in definitive form; and
- will not be considered owners or holders of these securities under the indenture.

Payments of principal, any premium and interest on the individual securities registered in the name of the depositary or its nominee will be made to the depositary or its nominee as the holder of that global security. Neither we nor the trustee will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests of a global security, or for maintaining, supervising or reviewing any records relating to beneficial ownership interests, and each of us and the trustee may act or refrain from acting without liability on any information provided by the depositary.

We expect that the depositary, after receiving any payment of principal, any premium or interest in respect of a global security, will immediately credit the accounts of the participants with payment in amounts proportionate to their respective holdings in principal amount of beneficial interest in a global security as shown on the records of the depositary. We also expect that payments by participants to owners of beneficial interests in a global security will be governed by standing customer instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such participants.

Debt securities represented by a global security will be exchangeable for debt securities in definitive form of like tenor in authorized denominations only if the depositary notifies us that it is unwilling or unable to continue as the depositary and a successor depositary is not appointed by us within 90 days or we, in our discretion, determine not to require all of the debt securities of a series to be represented by a global security and notify the trustee of our decision.

Legal Defeasance and Covenant Defeasance

We may at any time, at the option of our board of directors evidenced by a resolution set forth in an officers’ certificate, elect to have all of our obligations discharged with respect to the outstanding debt securities of such series and all obligations of the Guarantors discharged with respect to their related guarantees (which we refer to in this prospectus as “legal defeasance”) except for:

- the rights of holders of outstanding debt securities to receive payments in respect of the principal of, or interest or premium on such debt securities when such payments are due from the trust referred to below;
- our obligations with respect to the debt securities concerning issuing temporary debt securities, registration of debt securities, mutilated, destroyed, lost or stolen debt securities and the maintenance of an office or agency for payment and money for security payments held in trust;
- the rights, powers, trusts, duties and immunities of the trustee, and our and the Guarantors’ obligations in connection therewith; and
- the legal defeasance and covenant defeasance (as defined below) provisions of the indenture.

In addition, we may, at our option and at any time, elect to have our and the Guarantors’ obligations released with respect to certain restrictive covenants of debt securities of such series and all obligations of the Guarantors with respect to the guarantees discharged (which we refer to in this prospectus as “covenant defeasance”), and thereafter any failure to comply with those covenants and obligations will not constitute a default or event of default with respect to the debt securities of such series or the related guarantees. In the event covenant defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under “—Events of Default and Remedies” will no longer constitute an event of default with respect to the debt securities of such series and the related guarantees.

In order to exercise either legal defeasance or covenant defeasance:

- we must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the debt securities of the series, cash in U.S. dollars or in the foreign currency in which such debt securities are payable at stated maturity, non-callable government securities, or a combination of both, in amounts sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, or interest and premium, if any, on the

outstanding debt securities on the stated date for payment thereof and we must specify whether the debt securities are being defeased to such stated date for payment or to a particular redemption date, if applicable;

- in the case of legal defeasance, we must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) we have received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the outstanding debt securities will not recognize income, gain or loss for federal income tax purposes as a result of such legal defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred;
- in the case of covenant defeasance, we must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the outstanding debt securities will not recognize income, gain or loss for federal income tax purposes as a result of such covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred;
- no default or event of default with respect to the debt securities to be defeased has occurred and is continuing on the date of such deposit (other than a default or event of default resulting from the borrowing of funds to be applied to such deposit);
- such legal defeasance or covenant defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the indenture) to which Dycom Industries, Inc. or any of its subsidiaries is a party or by which Dycom Industries, Inc. or any of its subsidiaries is bound;
- we must deliver to the trustee an officers' certificate stating that the deposit was not made by us with the intent of preferring the holders of debt securities over the other creditors of ours with the intent of defeating, hindering, delaying or defrauding creditors of ours or others; and
- we must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the legal defeasance or the covenant defeasance have been complied with.

Satisfaction and Discharge

We may discharge certain obligations to the holders of any debt securities of any series that have not already been delivered to the trustee for cancellation and that either have become due and payable or will become due and payable within one year (or scheduled for redemption within one year) if we deposit with the trustee, in trust, funds in the currency in which such debt securities are payable in an amount sufficient to pay the entire indebtedness on debt securities of such series with respect to principal and any premium and interest to the date of such deposit (if such debt securities have then become due and payable) or to the maturity date of such debt securities, as the case may be.

Concerning the Trustee

At all times, the trustee must be organized and doing business under the laws of the United States, any state thereof or the District of Columbia, and must comply with all applicable requirements under the Trust Indenture Act.

The trustee may resign at any time by giving us written notice or may be removed:

- by act of the holders of a majority in principal amount of a series of outstanding debt securities; or
- if it (i) fails to comply with the obligations imposed upon it under the Trust Indenture Act; (ii) is not organized and doing business under the laws of the United States, any state thereof or the District of Columbia; (iii) becomes incapable of acting as trustee; or (iv) a court takes certain actions relating to bankruptcy, insolvency or reorganization.

If the trustee resigns, is removed or becomes incapable of acting, or if a vacancy occurs in the office of the trustee for any cause, we, by or pursuant to a board resolution, will promptly appoint a successor trustee or trustees with respect to the debt securities of such series. We will give written notice to holders of the relevant series of debt securities, of each resignation and each removal of the trustee with respect to the debt securities of such series and each appointment of a successor trustee. Upon the appointment of any successor trustee, we, the retiring trustee and such successor trustee, will execute and deliver a supplemental indenture in which each successor trustee will accept such appointment and which will contain such provisions as necessary or desirable to transfer to such successor trustee all the rights, powers, trusts and duties of the retiring trustee with respect to the relevant series of debt securities.

If the trustee becomes a creditor of us or any Guarantor, the indenture limits the right of the trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign.

The holders of a majority in aggregate principal amount of the then outstanding debt securities will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an event of default occurs and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of the debt securities, unless such holder has offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

New York Law to Govern

The indenture will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in that state.

DESCRIPTION OF CAPITAL STOCK

This section contains a description of our capital stock. The following summary of the terms of our capital stock is not meant to be complete and is qualified by reference to our Restated Articles of Incorporation (the “Articles”) and our Third Amended and Restated By-Laws (the “By-Laws”), which are incorporated by reference as exhibits into the registration statement of which this prospectus is a part.

We have authorized the issuance of 150,000,000 shares of common stock, \$0.33 1/3 par value per share, and 1,000,000 shares of preferred stock, \$1.00 par value per share.

Common Stock

On August 26, 2020 there were 31,839,247 outstanding shares of common stock held by 515 stockholders of record.

The holders of common stock are entitled to one vote per share on all matters submitted to a vote of the stockholders. Holders of common stock do not have cumulative voting rights. Therefore, holders of more than 50% of the shares of common stock are able to elect all of our directors eligible for election in a given year. The holders of common stock are entitled to dividends and other distributions out of assets legally available if and when declared by the board of directors. Upon our liquidation, dissolution or winding up, the holders of common stock are entitled to share pro rata in the distribution of all of our assets remaining available for distribution after satisfaction of all liabilities, including any prior rights of any preferred stock which may be outstanding. There are no redemption or sinking fund provisions applicable to the common stock.

Our common stock is traded on the New York Stock Exchange under the symbol “DY.”

Preferred Stock

Under the Articles, series of the preferred stock may be created and issued from time to time by our board of directors, with such rights and preferences as they may determine. As of August 26, 2020 there were no shares of preferred stock outstanding.

Our board of directors could issue a class or series of preferred stock that could, depending on the terms of such class or series, impede completion of a merger, tender offer or other takeover attempt that some, or a majority, of stockholders might believe to be in their best interests or in which stockholders might receive a premium for their shares over the then-current market price of such shares.

Material Provisions of our Articles of Incorporation, By-Laws and Other Agreements

Classified Board. The Articles provide that the board of directors is divided into three classes, as nearly equal in number as possible, with one class of directors being elected each year for a three-year term. The classification of the board may have the effect of delaying a change in a majority of the members of our board of directors.

Shareholder Approval. The Articles require approval of 80% of the outstanding shares of our capital stock entitled to vote in elections of directors for any reclassification of securities (including any reverse stock split) or recapitalization of the corporation or any reorganization, merger with or into another corporation or any sale or transfer of all or a substantial part of our assets to, or any sale or transfer to us or any subsidiary in exchange for our securities or any assets (except assets valued at less than \$1,000,000) of, any other corporation or person, if at the time such other corporation or person is (i) the beneficial owner of more than 20% of the outstanding shares of our capital stock entitled to vote in elections of directors, (ii) an affiliate of the corporation and at any time within three years prior to the date in question was a beneficial owner of more than 20% of the outstanding shares of our capital stock entitled to vote in elections of directors, or (iii) an assignee of or has otherwise succeeded to any shares of capital stock of the corporation which were at any time within three years prior to the date in question beneficially owned by any person or corporation or any affiliate thereof, meeting the criteria in (i) and (ii) above and such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering. This requirement is not applicable to any such transaction with another corporation which was

approved by our board of directors prior to the time that such other corporation became a holder of more than 20% of the outstanding shares of our capital stock.

Change of Control Agreements. We have agreements with certain of our executive officers which provide for substantial compensation (in general terms, continuation of up to eighteen months the officer's base salary and vesting of all equity-based awards awarded to the officer pursuant to any of our long-term incentive plans), upon our termination of the officer's employment without cause or the officer's resignation of his employment for good reason on or prior to the second anniversary following the consummation of a change of control in our company. A change of control is defined as any person's acquisition of more than 20% of our outstanding securities, the sale or transfer of substantially all of our assets to someone other than one of our wholly-owned subsidiaries, or a change of control of the board of directors.

Indemnification. Our By-Laws require us to indemnify each of our directors and officers to the fullest extent permitted by law and limits the liability of our directors and stockholders for monetary damages in certain circumstances.

Anti-Takeover Effects of Florida Law

Control Shares. The Florida Business Corporation Act contains provisions eliminating the voting rights of "control shares," which are defined as shares which give any person, directly or indirectly, ownership of, or the power to direct the exercise of voting power with respect to, 20% or more of the outstanding voting power of an "issuing public corporation." A corporation is an issuing public corporation if it has at least 100 shareholders, its principal place of business, principal office or substantial assets are in Florida and either more than 10% of its shareholders reside in Florida, more than 15% of its shares are owned by Florida residents or 1,000 shareholders reside in Florida. The voting rights of control shares are not eliminated if the articles of incorporation or the bylaws of the corporation prior to the acquisition provide that the statute does not apply. Voting rights are restored to control shares if, subsequent to their acquisition, the corporation's shareholders (other than the holder of control shares, officers of the corporation and employee directors) vote to restore such voting rights.

Affiliated Transactions. The Florida Business Corporation Act also restricts "affiliated transactions" (mergers, consolidations, transfers of assets and other transactions) between "interested shareholders" (the beneficial owners of 10% or more of the corporation's outstanding shares as a result of actions not solely taken by the corporation) and the corporation or any subsidiary. Affiliated transactions must be approved by two-thirds of the voting shares not beneficially owned by the interested shareholder or by a majority of the corporation's "disinterested" directors. The statutory restrictions do not apply if the corporation has had fewer than 300 shareholders of record at any time during the three years preceding the announcement date of the affiliated transaction, the interested shareholder has been the beneficial owner of at least 80% of the outstanding shares for at least three years preceding the announcement date of the affiliated transaction, the interested shareholder is the beneficial owner of at least 90% of the corporation's outstanding voting shares, exclusive of shares acquired directly from the corporation in a transaction not approved by a majority of the disinterested directors, or certain consideration is paid to all shareholders.

The provisions of the Articles and By-Laws and the change of control agreements and the application of the anti-takeover provisions of the Florida Business Corporation Act could have the effect of discouraging, delaying or preventing a change of control not approved by the board of directors which could affect the market price of our common stock.

DESCRIPTION OF DEPOSITARY SHARES

General

We may elect to offer fractional shares of preferred stock rather than full shares of preferred stock. In that event, we will issue receipts for depositary shares, and each of these depositary shares will represent a fraction (to be set forth in the applicable prospectus supplement) of a share of a particular series of preferred stock.

The shares of any series of preferred stock underlying the depositary shares will be deposited under a deposit agreement between us and a bank or trust company selected by us. The depositary will have its principal office in the United States and a combined capital and surplus of at least \$50,000,000.

Subject to the terms of the deposit agreement, each owner of a depositary share will be entitled, in proportion to the applicable fraction of a share of preferred stock underlying the depositary share, to all the rights and preferences of the preferred stock underlying that depositary share. Those rights may include dividend, voting, redemption, conversion and liquidation rights.

The depositary shares will be evidenced by depositary receipts issued under a deposit agreement. Depositary receipts will be distributed to those persons purchasing the fractional shares of preferred stock underlying the depositary shares, in accordance with the terms of the offering. The following description of the material terms of the deposit agreement, the depositary shares and the depositary receipts is only a summary, and you should refer to the forms of the deposit agreement and depositary receipts that will be filed with the SEC in connection with the offering of the specific depositary shares for more complete information.

Pending the preparation of definitive engraved depositary receipts, the depositary may, upon our written order, issue temporary depositary receipts substantially identical to the definitive depositary receipts but not in definitive form. These temporary depositary receipts entitle their holders to all the rights of definitive depositary receipts. Temporary depositary receipts will then be exchangeable for definitive depositary receipts at our expense.

Dividends and Other Distributions

The depositary will distribute all cash dividends or other cash distributions received with respect to the underlying stock to the record holders of depositary shares in proportion to the number of depositary shares owned by those holders.

If there is a distribution other than in cash, the depositary will distribute property received by it to the record holders of depositary shares that are entitled to receive the distribution, unless the depositary determines that it is not feasible to make the distribution. If this occurs, the depositary may, with our approval, sell the property and distribute the net proceeds from the sale to the applicable holders.

Withdrawal of Underlying Preferred Stock

Unless we say otherwise in a prospectus supplement, holders may surrender depositary receipts at the principal office of the depositary and, upon payment of any unpaid amount due to the depositary, be entitled to receive the number of whole shares of underlying preferred stock and all money and other property represented by the related depositary shares. We will not issue any partial shares of preferred stock. If the holder delivers depositary receipts evidencing a number of depositary shares that represent more than a whole number of shares of preferred stock, the depositary will issue a new depositary receipt evidencing the excess number of depositary shares to that holder.

Redemption of Depositary Shares

If a series of preferred stock represented by depositary shares is subject to redemption, the depositary shares will be redeemed from the proceeds received by the depositary resulting from the redemption, in whole or in part, of that series of underlying stock held by the depositary. The redemption price per depositary share will be equal to the applicable fraction of the redemption price per share payable with respect to that series of underlying

stock. Whenever we redeem shares of underlying stock that are held by the depositary, the depositary will redeem, as of the same redemption date, the number of depositary shares representing the shares of underlying stock so redeemed. If fewer than all the depositary shares are to be redeemed, the depositary shares to be redeemed will be selected by lot or proportionately or by other equitable method, as may be determined by the depositary.

Voting

Upon receipt of notice of any meeting at which the holders of the underlying stock are entitled to vote, the depositary will mail the information contained in the notice to the record holders of the depositary shares underlying the preferred stock. Each record holder of the depositary shares on the record date (which will be the same date as the record date for the underlying stock) will be entitled to instruct the depositary as to the exercise of the voting rights pertaining to the amount of the underlying stock represented by that holder's depositary shares. The depositary will then try, as far as practicable, to vote the number of shares of preferred stock underlying those depositary shares in accordance with those instructions, and we will agree to take all reasonable actions which may be deemed necessary by the depositary to enable the depositary to do so. The depositary will not vote the underlying shares to the extent it does not receive specific instructions with respect to the depositary shares representing the preferred stock.

Conversion or Exchange of Preferred Stock

If the deposited preferred stock is convertible into or exchangeable for other securities, the following will apply. The depositary shares, as such, will not be convertible into or exchangeable for such other securities. Rather, any holder of the depositary shares may surrender the related depositary receipts, together with any amounts payable by the holder in connection with the conversion or the exchange, to the depositary with written instructions to cause conversion or exchange of the preferred stock represented by the depositary shares into or for such other securities. If only some of the depositary shares are to be converted or exchanged, a new depositary receipt or receipts will be issued for any depositary shares not to be converted or exchanged.

Amendment and Termination of the Deposit Agreement

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may at any time be amended by agreement between us and the depositary. However, any amendment which materially and adversely alters the rights of the holders of depositary shares will not be effective unless the amendment has been approved by the holders of at least a majority of the depositary shares then outstanding. The deposit agreement may be terminated by us upon not less than 60 days' notice whereupon the depositary shall deliver or make available to each holder of depositary shares, upon surrender of the depositary receipts held by such holder, the number of whole or fractional shares of preferred stock represented by such receipts. The deposit agreement will automatically terminate if (a) all outstanding depositary shares have been redeemed or converted into or exchanged for any other securities into or for which the underlying preferred stock are convertible or exchangeable or (b) there has been a final distribution of the underlying stock in connection with our liquidation, dissolution or winding up and the underlying stock has been distributed to the holders of depositary receipts.

Charges of Depositary

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will also pay charges of the depositary in connection with its duties in accordance with the deposit agreement. Holders of depositary receipts will pay transfer and other taxes and governmental and other charges, including a fee for any permitted withdrawal of shares of underlying stock upon surrender of depositary receipts, as are expressly provided in the deposit agreement to be for their accounts.

Reports

The depositary will forward to holders of depositary receipts all reports and communications from us that we deliver to the depositary and that we are required to furnish to the holders of the underlying stock.

Limitation on Liability

Neither we nor the depositary will be liable if either of us is prevented or delayed by law or any circumstance beyond our control in performing our respective obligations under the deposit agreement. Our obligations and those of the depositary will be limited to performance in good faith of our respective duties under the deposit agreement. Neither we nor the depositary will be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or underlying stock unless satisfactory indemnity is furnished. We and the depositary may rely upon written advice of counsel or accountants, or upon information provided by persons presenting underlying stock for deposit, holders of depositary receipts or other persons believed to be competent and on documents believed to be genuine.

In the event the depositary receives conflicting claims, requests or instructions from any holders of depositary shares, on the one hand, and us, on the other, the depositary will act on our claims, requests or instructions.

Resignation and Removal of Depositary

The depositary may resign at any time by delivering notice to us of its election to resign. We may remove the depositary at any time. Any resignation or removal will take effect upon the appointment of a successor depositary and its acceptance of the appointment. The successor depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50,000,000.

DESCRIPTION OF WARRANTS

The following is a general description of the terms of the warrants we may issue from time to time. This description is subject to the detailed provisions of a warrant agreement to be entered into between us and a warrant agent we select at the time of issue and the description in the prospectus supplement relating to the applicable series of warrants.

General

We may issue warrants to purchase debt securities, preferred stock, depositary shares, common stock or any combination thereof. Such warrants may be issued independently or together with any such securities and may be attached or separate from such securities. We may issue each series of warrants under a separate warrant agreement to be entered into between a warrant agent and us. The warrant agent will act solely as our agent and will not assume any obligation or relationship of agency for or with holders or beneficial owners of warrants.

A prospectus supplement will describe the particular terms of any series of warrants we may issue, including the following:

- the title of such warrants;
- the aggregate number of such warrants;
- the price or prices at which such warrants will be issued;
- the currency or currencies, including composite currencies, in which the price of such warrants may be payable;
- the designation and terms of the securities purchasable upon exercise of such warrants and the number of such securities issuable upon exercise of such warrants;
- the price at which and the currency or currencies, including composite currencies, in which the securities purchasable upon exercise of such warrants may be purchased;
- the date on which the right to exercise such warrants shall commence and the date on which such right will expire;
- whether such warrants will be issued in registered form or bearer form;
- if applicable, the minimum or maximum amount of such warrants which may be exercised at any one time;
- if applicable, the designation and terms of the securities with which such warrants are issued and the number of such warrants issued with each such security;
- if applicable, the date on and after which such warrants and the related securities will be separately transferable;
- information with respect to book-entry procedures, if any;
- if applicable, a discussion of certain U.S. federal income tax considerations; and
- any other terms of such warrants, including terms, procedures and limitations relating to the exchange and exercise of such warrants.

Amendments and Supplements to Warrant Agreement

We and the warrant agent may amend or supplement the warrant agreement for a series of warrants without the consent of the holders of the warrants issued thereunder to effect changes that are not inconsistent with the provisions of the warrants and that do not materially and adversely affect the interests of the holders of the warrants.

DESCRIPTION OF SECURITIES PURCHASE CONTRACTS AND SECURITIES PURCHASE UNITS

The following is a general description of the terms of the securities purchase contracts and securities purchase units we may issue from time to time.

The applicable prospectus supplement will describe the terms of any securities purchase contracts or securities purchase units and, if applicable, prepaid securities purchase contracts. The description in the prospectus supplement will be qualified in its entirety by reference to (1) the securities purchase contracts, (2) the collateral arrangements and depositary arrangements, if applicable, relating to such securities purchase contracts or securities purchase units and (3) if applicable, the prepaid securities purchase contracts and the document pursuant to which such prepaid securities purchase contracts will be issued.

Stock Purchase Contracts and Stock Purchase Units

We may issue stock purchase contracts, including contracts obligating holders to purchase from us, and obligating us to sell to holders, a fixed or varying number of common stock, preferred stock or depositary shares at a future date or dates. The consideration per share of common stock, preferred stock or depositary shares may be fixed at the time that the stock purchase contracts are issued or may be determined by reference to a specific formula set forth in the stock purchase contracts. Any stock purchase contract may include anti-dilution provisions to adjust the number of shares issuable pursuant to such stock purchase contract upon the occurrence of certain events.

The stock purchase contracts may be issued separately or as a part of units (“stock purchase units”), consisting of a stock purchase contract and debt securities, preferred securities or debt or equity obligations of third parties, including U.S. Treasury securities, in each case securing holders’ obligations to purchase common stock, preferred stock or depositary shares under the stock purchase contracts. The stock purchase contracts may require us to make periodic payments to holders of the stock purchase units, or vice versa, and such payments may be unsecured or prefunded and may be paid on a current or on a deferred basis. The stock purchase contracts may require holders to secure their obligations thereunder in a specified manner and in certain circumstances we may deliver newly issued prepaid stock purchase contracts upon release to a holder of any collateral securing such holder’s obligations under the original stock purchase contract. Any one or more of the above securities, common stock or the stock purchase contracts or other collateral may be pledged as security for the holders’ obligations to purchase or sell, as the case may be, the common stock, preferred stock or depositary shares under the stock purchase contracts. The stock purchase contracts may also allow the holders, under certain circumstances, to obtain the release of the security for their obligations under such contracts by depositing with the collateral agent as substitute collateral treasury securities with a principal amount at maturity equal to the collateral so released or the maximum number of shares deliverable by such holders under stock purchase contracts requiring the holders to sell common stock, preferred stock or depositary shares to us.

Debt Purchase Contracts and Debt Purchase Units

We may issue debt purchase contracts, including contracts obligating holders to purchase from us, and obligating us to sell to holders, a fixed or varying number of debt at a future date or dates. The purchase price and the interest rate may be fixed at the time the debt purchase contracts are issued or may be determined by reference to a specific formula set forth in the debt purchase contracts.

The debt purchase contracts may be issued separately or as a part of units (“debt purchase units”), consisting of a debt purchase contract and debt securities, preferred securities or debt or equity obligations of third parties, including U.S. Treasury securities, in each case securing holders’ obligations to purchase debt securities under the debt purchase contracts. The debt purchase contracts may require us to make periodic payments to holders of the debt purchase units, or vice versa, and such payments may be unsecured or prefunded and may be paid on a current or on a deferred basis. The debt purchase contracts may require holders to secure their obligations thereunder in a specified manner and in certain circumstances we may deliver newly issued prepaid debt purchase contracts upon release to a holder of any collateral securing such holder’s obligations under the original debt purchase contract. Any one or more of the above securities, common stock or the debt purchase contracts or other collateral may be pledged as security for the holders’ obligations to purchase or sell the debt securities under the

debt purchase contracts. The debt purchase contracts may also allow the holders, under certain circumstances, to obtain the release of the security for their obligations under such contracts by depositing with the collateral agent as substitute collateral treasury securities with a principal amount at maturity equal to the collateral so released or the maximum aggregate principal amount of debt securities deliverable by such holders under debt purchase contracts requiring the holders to sell debt securities to us.

PLAN OF DISTRIBUTION

We may sell the securities covered by this prospectus in any of the following ways (or in any combination):

- through underwriters, dealers or remarketing firms;
- in “at-the-market offerings” within the meaning of Rule 415(a)(4) of the Securities Act of 1933, as amended (the “Securities Act”);
- directly to one or more purchasers, including to a limited number of institutional purchasers; or
- through agents.

Any such dealer or agent, in addition to any underwriter, may be deemed to be an underwriter within the meaning of the Securities Act. Any discounts or commissions received by an underwriter, dealer, remarketing firm or agent on the sale or resale of securities may be considered by the SEC to be underwriting discounts and commissions under the Securities Act.

In addition, we may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement indicates, in connection with such a transaction, the third parties may, pursuant to this prospectus and the applicable prospectus supplement, sell securities covered by this prospectus and the applicable prospectus supplement. If so, the third party may use securities borrowed from us or others to settle such sales and may use securities received from us to close out any related short positions. We may also loan or pledge securities covered by this prospectus and the applicable prospectus supplement to third parties, who may sell the loaned securities or, in an event of default in the case of a pledge, sell the pledged securities pursuant to this prospectus and the applicable prospectus supplement.

The terms of the offering of the securities with respect to which this prospectus is being delivered will be set forth in the applicable prospectus supplement and will include, among other things:

- the type of and terms of the securities offered;
- the price of the securities;
- the proceeds to us from the sale of the securities;
- the names of the securities exchanges, if any, on which the securities are listed;
- the name of any underwriter, dealer, remarketing firm or agent and the amount of securities underwritten or purchased by each of them;
- any over-allotment options under which underwriters may purchase additional securities from us;
- any underwriting discounts, agency fees or other compensation to underwriters or agents; and
- any discounts or concessions which may be allowed or reallocated or paid to dealers.

If underwriters are used in the sale of securities, such securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The securities may be offered to the public either through underwriting syndicates represented by managing underwriters or directly by one or more underwriters acting alone, including on a continuing basis pursuant to “at-the-market offerings.” Unless otherwise set forth in the applicable prospectus supplement, the obligations of the underwriters to purchase the securities described in the applicable prospectus supplement will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all such securities if any are purchased by them. Any public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

If dealers acting as principals are used in the sale of any securities, such securities will be acquired by the dealers, as principals, and may be resold from time to time in one or more transactions at varying prices to be determined by the dealer at the time of resale. The name of any dealer and the terms of the transaction will be set forth in the prospectus supplement with respect to the securities being offered.

Securities may also be offered and sold, if so indicated in the applicable prospectus supplement, in connection with a remarketing upon their purchase, in accordance with a redemption or repayment pursuant to their terms, or otherwise, by one or more firms, which we refer to herein as the “remarketing firms,” acting as principals for their own accounts or as our agents, as applicable. Any remarketing firm will be identified and the terms of its agreement, if any, with us and its compensation will be described in the applicable prospectus supplement. Remarketing firms may be deemed to be underwriters, as that term is defined in the Securities Act in connection with the securities remarketed thereby.

The securities may be sold directly by us or through agents designated by us from time to time. In the case of securities sold directly by us, no underwriters or agents would be involved. Any agents involved in the offer or sale of the securities in respect of which this prospectus is being delivered, and any commissions payable by us to such agents, will be set forth in the applicable prospectus supplement. Unless otherwise indicated in the applicable prospectus supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

We may authorize agents, underwriters or dealers to solicit offers by certain specified institutions to purchase the securities to which this prospectus and the applicable prospectus supplement relates from us at the public offering price set forth in the applicable prospectus supplement, plus, if applicable, accrued interest, pursuant to delayed delivery contracts providing for payment and delivery on a specified date in the future. Such contracts will be subject only to those conditions set forth in the applicable prospectus supplement, and the applicable prospectus supplement will set forth the commission payable for solicitation of such contracts.

Agents, dealers, underwriters and remarketing firms may be entitled, under agreements entered into with us to indemnification by us against certain civil liabilities, including liabilities under the Securities Act, or to contribution to payments they may be required to make in respect thereof. Agents, dealers, underwriters and remarketing firms may be customers of, engage in transactions with, or perform services for us or our subsidiaries in the ordinary course of business.

Unless otherwise indicated in the applicable prospectus supplement, all securities offered by this prospectus, other than our common stock that is listed on the New York Stock Exchange, will be new issues with no established trading market. We may elect to list any series of securities on an exchange, and, in the case of our common stock, on any additional exchange, but, unless otherwise specified in the applicable prospectus supplement, we shall not be obligated to do so. In addition, underwriters will not be obligated to make a market in any securities. No assurance can be given regarding the activity of trading in, or liquidity of, any securities.

Any underwriter may engage in over-allotment, stabilizing transactions, short covering transactions and penalty bids in accordance with Regulation M under the Exchange Act. Over-allotment involves sales in excess of the offering size, which create a short position. Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum. Short covering transactions involve purchases of the securities in the open market after the distribution is completed to cover short positions. Penalty bids permit the underwriters to reclaim a selling concession from a dealer when the securities originally sold by the dealer are purchased in a covering transaction to cover short positions. Those activities may cause the price of the securities to be higher than it would otherwise be. If commenced, the underwriters may discontinue any of the activities at any time.

LEGAL MATTERS

Unless otherwise indicated in a supplement to this prospectus, the validity of the securities other than the common stock and the preferred stock will be passed upon for us by Shearman & Sterling LLP, New York, New York. Unless otherwise indicated in a supplement to this prospectus, the validity of the common stock and the preferred stock will be passed upon for us by Akerman LLP, Miami, Florida.

EXPERTS

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended January 25, 2020 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The estimated expenses payable by the registrant in connection with the offering described in this Registration Statement are as follows:

SEC registration fee	\$	*
Trustee's fees and expenses		**
Legal fees and expenses		**
Accounting fees and expenses		**
Printing and engraving expenses		**
Miscellaneous expenses		**
Total	\$	**

* Applicable SEC registration fees have been deferred in accordance with Rules 456(b) and 457(r) of the Securities Act of 1933, as amended, and are not estimable at this time.

** These fees and expenses depend on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

Item 15. Indemnification of Directors and Officers.

Delaware. Section 145(a) of the General Corporation Law of the State of Delaware, or the Delaware Corporation Law, provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because the person is or was a director or officer of the corporation. Such indemnity may be against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and if, with respect to any criminal action or proceeding, the person did not have reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the Delaware Corporation Law provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director or officer of the corporation, against any expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation.

Section 145(g) of the Delaware Corporation Law provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation against any liability asserted against the person in any such capacity, or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against such liability under the provisions of the law. The corporation would have the power to indemnify the person against such liability under the provisions of the law.

Section 18-108 of the Delaware Limited Liability Company Act provides that "[s]ubject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever."

Florida. Section 607.0851 of the Florida Business Corporation Act (“FBCA”) provides that a Florida corporation, such as Dycom Industries, Inc., shall have the power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he is or was a director or officer of the corporation against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 607.0851(4) of the FBCA provides that a Florida corporation shall have the power to indemnify any person, who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the corporation against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 607.0852 of the FBCA further provides that the corporation shall indemnify an individual who is or was a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the individual was a party because he or she is or was a director or officer of the corporation against expenses incurred by the individual in connection with the proceeding. Also, according to Section 607.858 of the FBCA, indemnification and advancement of expenses provided pursuant to Section 607.0853 is not exclusive.

Section 607.0857 of the FBCA further provides that the corporation shall have the power to purchase and maintain insurance on behalf of a director or officer of the corporation against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liabilities under Chapter 607 of the FBCA.

Notwithstanding the foregoing, Section 607.0859 of the FBCA provides that indemnification or advancement of expenses shall not be made to or on behalf of any director or officer if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (i) a violation of the criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (ii) a transaction from which the director or officer derived an improper personal benefit; (iii) in the case of a director, a circumstance under which the liability provisions regarding unlawful distributions are applicable; or (iv) willful or intentional misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

Section 607.0831 of the FBCA provides that a director of a Florida corporation, such as Dycom Industries, Inc., is not personally liable for monetary damages to the corporation or any other person for any statement, vote, decision, or failure to act, by a director, unless: (i) the director breached or failed to perform his or her duties as a director; and (ii) the director’s breach of, or failure to perform, those duties constitutes: (A) a violation of criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his conduct was unlawful; (B) a circumstance under which the transaction at issue is one from which the director derived an improper personal benefit, either directly or indirectly; (C) a circumstance under which the liability provisions regarding unlawful distributions are applicable; (D) in a proceeding by or in the right of the corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the corporation, or willful or intentional misconduct; or (E) in a proceeding by or in the right of someone other than the corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 605.0408(2) of the Florida Revised Limited Liability Company Act (“FLLCA”) permits a company to indemnify and hold harmless a person with respect to a claim or demand against the person and a debt, obligation,

or other liability incurred by the person by reason of the person's former or present capacity as a member or manager if the claim, demand, debt, obligation, or other liability does not arise from the person's breach of Section 605.0405 of the FLLCA (limitations on distributions), Section 605.0407 of the FLLCA (management of limited liability company), Section 605.04071 of the FLLCA (delegation of rights and powers to manage), Section 605.04072 of the FLLCA (selection and terms of managers in a manager-managed limited liability company), Section 605.04073 of the FLLCA (voting rights of members and managers), Section 605.04074 of the FLLCA (agency rights of members and managers), or Section 605.04091 of the FLLCA (standards of conduct for members and managers). Under Section 605.0408 (1) of the FLLCA, a limited liability company may reimburse a member of a member-managed company or a manager of a manager-managed company for any payment made by the member or manager in the course of the member's or manager's activities on behalf of the company if the member or manager complied with Sections 605.0407-605.04074 of the FLLCA, Section 605.0408 of the FLLCA, and Section 605.04091 of the FLLCA in making the payment.

According to Section 605.0105(3)(p) of the FLLCA, an operating agreement may not provide for indemnification for a member or manager under Section 605.0408 of the FLLCA for (1) conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law, (2) a transaction from which the member or manager derived an improper personal benefit, (3) a circumstance under which the liability for improper distribution is applicable, or (4) a breach of duties or obligations under Section 605.04091 of the FLLCA (standards of conduct for members and managers), taking into account a restriction, an expansion, or an elimination of such duties and obligations provided for in the operating agreement to the extent allowed by subsection (4) of Section 605.0105 of the FLLCA.

Arizona. Section 29-610(A)(13) of the Arizona Revised Statutes ("A.R.S.") provides that an Arizona limited liability company may "[i]ndemnify a member, manager, employee, officer or agent or any other person," unless the articles of organization deny, limit or otherwise reduce in any lawful manner such power. See A.R.S. 29-610(B). A.R.S. Section 29-682 provides that the members of the limited liability company may adopt an operating agreement "containing provisions they deem appropriate" and "that that are not contrary to the law" and that "relates to the business of the limited liability company, the conduct of its affairs, its rights, duties or powers and the rights duties or powers of its members, managers, officer, employees or agents." The Arizona limited liability company statutes do not itemize, describe or limit the scope or extent of any such indemnification, except that A.R.S. Section 29-610(B) states that the articles of organization may deny, limit or otherwise reduce in any lawful manner such power. If the articles do not deny, limit or reduce such power, one must look to the language of the operating agreement itself to determine such issues. A.R.S. Section 29-610(A)(6) also provides, subject to A.R.S. Section 29-610(B), that the limited liability company may make "contracts, including contracts of guaranty, suretyship and indemnification." Nothing in the statutes itemizes, describes or limits the contract provisions of an indemnification. If the articles do not deny, limit or reduce such power, the language of the contract itself determines such issues.

Colorado. Section 7-80-104(1)(k) of the Colorado Limited Liability Company Act permits a company to indemnify a member or manager or former member or manager of the limited liability company as provided in Section 7-80-407. Under Section 7-80-407, a limited liability company shall reimburse a member or manager for payments made, and indemnify a member or manager for liabilities incurred by the member or manager, in the ordinary conduct of the business of the limited liability company or for the preservation of its business or property if such payments were made or liabilities incurred without violation of the member's or manager's duties to the limited liability company.

Georgia. Under § 14-11-306 of the Georgia Limited Liability Company Act, a Georgia limited liability company, subject to any standards or restrictions set forth in its articles of organization or a written operating agreement, may, and shall have the power to, indemnify and hold harmless any member or manager of the company from and against any and all claims and demands whatsoever arising in connection with the limited liability company; provided that no Georgia limited liability company may indemnify any member or manager of the company for (i) any intentional misconduct or a knowing violation of law; or (ii) any transaction for which such member or manager received a personal benefit in violation or breach of any provision of a written operating agreement.

Louisiana. In general, §12:1-850, *et seq.* of the Louisiana Business Corporation Act ("LBCA") allows corporations to indemnify directors and officers against expenses incurred in the defense of any lawsuit to which a

director or an officer is made a party by reason of being a director or an officer, if such person acted in good faith and believed either that, if he was acting in an official capacity, his conduct was in the best interests of the corporation, or, in all other cases, that his conduct was not opposed to the best interests of the corporation, and in the case of a criminal proceeding, had no reasonable cause to believe his conduct was unlawful. A director or an officer may be entitled to broader indemnification under the corporation's articles of incorporation, subject to limitations set forth in the LBCA. The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere is not determinative that the director or officer did not meet the relevant standard of conduct.

A corporation must indemnify a director or an officer who is wholly successful in the defense of any proceeding to which he was a party because he was a director or an officer against expenses incurred in connection with the proceeding.

A corporation may advance funds to pay for or reimburse expenses before final disposition of a proceeding, if the director or officer affirms his belief that he has met the standard of conduct for indemnification or that the proceeding involves conduct for which liability has been eliminated under the LBCA, and undertakes to repay the funds if he is not entitled to mandatory indemnification and it is ultimately determined that he has not met the relevant standard of conduct.

Unless by court order, a corporation may not indemnify a director or officer in connection with (i) a proceeding by or in the right of the corporation, except for expenses incurred in connection with the proceeding if the director or officer has met the relevant standard of conduct, and (ii) any proceeding in which the director was found liable for receiving a financial benefit to which he was not entitled.

Minnesota. Section 322C.0408 of the Minnesota Statutes Chapter 322C, the Minnesota Revised Uniform Limited Liability Company Act (the "Limited Liability Company Act"), provides in substance that, unless prohibited by its articles of organization or the operating agreement, a limited liability company must indemnify a person, including a member of a member-managed company, a manager of a manager-managed company, or a governor of a board-managed company, who is made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by such person in connection with the proceeding, if certain criteria are met. These criteria, all of which must be met by the person seeking indemnification, are (a) that such person has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions; (b) that such person must have acted in good faith; (c) that no improper personal benefit was obtained by such person and such person complied with the duties stated in sections 322C.0405 and 322C.0409, if applicable; (d) that in the case of a criminal proceeding, such person had no reasonable cause to believe that the conduct was unlawful; and (e) that, in the case of acts or omissions occurring in such person's performance in an official capacity, such person must have acted in a manner such person reasonably believed was in the best interests of the limited liability company or, in certain limited circumstances, not opposed to the best interests of the corporation. In addition, Section 322C.0408, Subdivision 3, requires payment by the registrant, upon written request, of reasonable expenses in advance of final disposition in certain instances. In the case of a board-managed limited liability company, a decision as to required indemnification is made by a majority of the disinterested board of governors present at a meeting at which a disinterested quorum is present, or by a designated committee of disinterested governors, by special legal counsel, or if the requisite quorum of the full board of governors cannot be obtained and the committee cannot be established, by a majority of the full board of governors including governors who are parties. In all other cases, a decision as to required indemnification is made by the affirmative vote of the members, subject to section 322C.1204, subdivision 3, with each member having voting power in proportion to the member's interest in distributions of the limited liability company prior to dissolution, but the membership interests held by parties to the proceeding must not be counted in determining the presence of a quorum and are not considered to be present and entitled to vote on the determination.

New York. Section 420 of the New York Limited Liability Company Law provides that, subject to such standards and restrictions, if any, as are set forth in its operating agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless, and advance expenses to, any member or manager or other

person from and against any and all claims and demands whatsoever. However, no indemnification may be made to or on behalf of any member, manager or other person if a judgment or other final adjudication adverse to such member, manager or other person establishes that (i) such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (ii) such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled.

North Carolina. The North Carolina Limited Liability Act, G.S. §57D-1-01, *et. seq.* (the "NCLLA") exculpates any interest owner, manager or other company official from liability for the company's obligations to third parties if the sole basis for the third-party claim is such person's status as an interest owner, manager or other company official, as provided in section 57D-3-30.

Section 57D-2-30(e) of the NCLLA provides that the operating agreement of a company may supplant, vary, disclaim or nullify rules of conduct established by the NCLLA for managers and company officials except for the requirement the operating agreement be administered and enforced consonant with the implied covenant of good faith and fair dealing.

Section 57D-3-31(a) of the NCLLA provides mandatory indemnity for a person who is wholly successful on the merits or otherwise in the defense of any proceeding to which the person was a party because the person is or was a member, a manager, or other company official if the person also is or was an interest owner at the time to which the claim relates, acting within the person's scope of authority as a manager, member, or other company official against expenses incurred by the person in connection with the proceeding.

Section 57D-3-31(b) of the NCLLA provides a company shall reimburse a person who is or was a member for any payment made and indemnify the person for any obligation, including any judgment, settlement, penalty, fine, or other cost, incurred or borne in the authorized conduct of the company's business or preservation of the company's business or property, whether acting in the capacity of a manager, member, or other company official if, in the making the payment or incurring the obligation, the person complied with the duties and standards of conduct (i) prescribed by statute (G.S. §57D-3-21) as modified or eliminated by the operating agreement or (ii) otherwise imposed by the NCLLA or other applicable law.

All "mandatory" indemnity may be eliminated by the operating agreement pursuant to section 7D-2-30 of the NCLLA.

Section 57D-2-30(e) of the NCLLA provides that the scope of indemnity may be expanded beyond the "mandatory" provisions of the NCLLA as long as it does not violate the implied covenants of good faith and fair dealing and, at the time the operating agreement is made, were not unconscionable.

Illinois. Section 15-7 of the Illinois Limited Liability Company Act, as amended (the "ILLCA"), provides that a limited liability company shall indemnify a member or manager for debts, obligations, or other liabilities incurred by the member or manager in the course of the member's or manager's activities on behalf of the company, if, in incurring the debt, obligation, or other liability, such person complied with the duties stated in Sections 15-3 and 25-35 of the ILLCA.

The ILLCA permits a limited liability company to purchase and maintain insurance on behalf of a member or manager of the company against liability asserted against or incurred by the member or manager in that capacity or arising from that status even if, under the ILLCA, the operating agreement of such company could not eliminate or limit the person's liability to the company for the conduct giving rise to the liability.

Texas. Under Section 101.402 of the Texas Business Organizations Code (the "TBOC"), with respect to any member, manager or officer of a limited liability company or assignee of a membership interest in such company, the company may indemnify such person, advance or reimburse expenses incurred by such person, and establish insurance or another arrangement to indemnify or hold harmless such person. Section 8.002 of the TBOC provides that the governing documents of a limited liability company may adopt provisions relating to indemnification, advancement of expenses, or insurance or other arrangements to indemnify or hold harmless a governing person.

Section 101.401 of the TBOC provides that the company agreement of a limited liability company may expand or restrict any duties, including fiduciary duties, and related liabilities that a member, manager, officer or other person has to the company or to a member or manager of the company.

Washington. In general, §§23B.08.500 through 23B.08.600 of the Washington Business Corporation Act (“WBCA”) provide that a corporation may indemnify an individual who is made a party to a proceeding because he or she is or was a director against liability incurred in the proceeding if such person acted in good faith and, if such action was in the person’s official capacity with the corporation, in a manner the individual reasonably believed to be in, or, in all other cases, at least not opposed to, the best interests of the corporation, and with respect to any criminal proceeding, had no reasonable cause to believe such individual’s conduct was unlawful. A “proceeding” is defined as any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal. The termination of a proceeding by judgment, order, settlement, conviction or plea of nolo contendere, is not, of itself, determinative that the director did not act in good faith or have the reasonable belief described above. The indemnification permitted under the WBCA in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding. Unless limited by the corporation’s articles of incorporation, indemnification is mandatory for an officer or director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the officer or director was a party because of being an officer or director, respectively, against reasonable expenses incurred in connection with the proceeding.

A corporation may not indemnify a director in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation, or in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director’s official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director. Under the WBCA, a corporation may indemnify an officer, agent or employee to the same extent as a director and may procure or maintain insurance against liability on behalf of a director or any such person.

By-laws. The by-laws of each of CCLC, Inc.; Dycom Capital Management, Inc.; Dycom Corporate Identity, Inc.; Dycom Investments, Inc.; Golden State Utility Co.; Locating, Inc.; Parkside Site & Utility Company Corporation and Point to Point Communications, Inc.; provide that it shall indemnify, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person made or threatened to be made a party to any proceeding, by reason of the fact that such person is or was a director or officer of the corporation.

The by-laws of Dycom Industries, Inc. provide that, except as prohibited under Florida law, it shall indemnify any person who was or is made a party to any proceeding by reason of the fact that he or she was or is a director or officer of the corporation, or a director or officer of the corporation serving as a trustee or fiduciary of an employee benefit plan of the corporation, against liability incurred in connection with such proceeding, including any appeal thereof. This obligation to indemnify shall not apply, however, to any person against whom the corporation has commenced any proceeding (other than as a nominal plaintiff in a shareholder’s derivative suit), including such proceeding by way of counterclaim, cross-claim or third-party complaint; nor shall it apply to any person who has commenced any proceeding against the corporation or who has solicited such proceeding or who, in furtherance thereof, has actively assisted, participated or intervened, or who may derive a financial or other benefit from such proceeding. Dycom Industries, Inc. maintains insurance policies insuring its directors and officers against certain liabilities they may incur in their capacity as directors and officers.

Limited Liability Company Agreements. The Limited Liability Company Agreement of each of Ansko & Associates, LLC; Atlantic Communications Services, LLC; Apex Digital, LLC; Blair Park Services, LLC; Broadband Express, LLC; Broadband Installation Services, LLC; C-2 Utility Contractors, LLC; CableCom, LLC; Cavo Broadband Communications, LLC; Communications Construction Group, LLC; Dycom Identity, LLC; Engineering Associates, LLC; Ervin Cable Construction, LLC; Fiber Technologies Solutions, LLC; Globe Communications, LLC; Ivy H. Smith Company, LLC; Kanaan Communications, LLC; Lambert’s Cable Splicing Company, LLC; Midtown Express, LLC; NeoCom Solutions, LLC; Nichols Construction, LLC; Niels Fugal Sons Company, LLC; North Sky Communications, LLC; OSP Services, LLC; Parkside Utility Construction, LLC; Pauley Construction, LLC; Precision Valley Communications of Vermont, LLC; Prince Telecom, LLC; Professional Teleconcepts, LLC (an Illinois limited liability company); Professional Teleconcepts, LLC (a New York limited liability company); RJE Telecom, LLC; Sage Telecommunications Corp. of Colorado, LLC; Spectrum Wireless

Solutions, LLC; Star Construction, LLC; Stevens Communications, LLC; TCS Communications, LLC; TelCom Construction, LLC; Tesinc, LLC; Texstar Enterprises, LLC; Tjader & Highstrom Utility Services, LLC; Trawick Construction Company, LLC; Triple-D Communications, LLC; Underground Specialties, LLC; UtiliQuest, LLC; VCI Construction, LLC; VCI Utility Services Holdings, LLC; VCI Utility Services, LLC and White Mountain Cable Construction, LLC provide that it shall indemnify, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person made or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a member, director or officer of the company, or is or was serving at the request of the company as a director or officer of another corporation, partnership, limited liability company, joint venture, trust, or other enterprise.

In addition, we maintain liability insurance for our directors and officers.

For information concerning the registrant's undertaking to submit to adjudication the issue of indemnification for violation of the securities laws, see Item 17 hereof.

Item 16. Exhibits.

The exhibits to this Registration Statement are listed on the Exhibit Index to this Registration Statement, which Exhibit Index is hereby incorporated by reference.

Item 17. Undertakings.

(a) The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change in such information in the registration statement;

provided, however, that paragraphs (1)(i), (1)(ii) and (1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrants pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement or contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrants under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(b) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act, each filing of the registrants' annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibits
1.1	Form of Underwriting Agreement.*
3.1	Restated Articles of Incorporation of Dycom Industries, Inc. (incorporated by reference to Exhibit 3 to Dycom Industries, Inc.'s Quarterly Report on Form 10-Q filed with the SEC on June 11, 2002).
3.2	Amended and Restated By-laws of Dycom Industries, Inc., as amended on September 28, 2016 (incorporated by reference to Exhibit 3.1 to Dycom Industries, Inc.'s Current Report on Form 8-K filed with the SEC on September 30, 2016).
4.1	Indenture, dated as of September 15, 2015, between Dycom Industries, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Dycom Industries, Inc.'s Current Report on Form 8-K filed with the SEC on September 15, 2015).
4.2	Form of Global 0.75% Convertible Senior Note due 2021 (incorporated by reference to Dycom Industries, Inc.'s Current Report on Form 8-K filed with the SEC on September 15, 2015).
4.3	Form of Preferred Stock Certificate of Designation.*
4.4	Form of Deposit Agreement with respect to Depositary Shares (including form of depositary receipt).*
4.5	Form of Indenture for debt securities of Dycom Industries, Inc. (incorporated by reference to Exhibit 4.5 to Dycom Industries, Inc.'s Registration Statement on Form S-3/A filed with the SEC on May 18, 2011).
4.6	Form of Indenture for debt securities of Dycom Investments, Inc. (incorporated by reference to Exhibit 4.6 to Dycom Industries, Inc.'s Registration Statement on Form S-3/A filed with the SEC on May 18, 2011).
4.7	Form of Warrant Agreement (including form of warrant).*
4.8	Form of Purchase Contract (including form of purchase contract certificate) and, if applicable, Pledge Agreement.*
4.9	Form of Unit Agreement (including form of unit certificate).*
5.1	Opinion of Shearman & Sterling LLP.**
5.2	Opinion of Akerman LLP.**
5.3	Opinion of Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., as to matters of Georgia law.**
5.4	Opinion of Barack Ferrazzano Kirschbaum & Nagelberg LLP, as to matters of Illinois law.**
5.5	Opinion of Brown & Bunch, PLLC, as to matters of North Carolina law.**
5.6	Opinion of Dorsey & Whitney LLP, as to matters of Texas law.**
5.7	Opinion of Davis Wright Tremaine LLP, as to matters of Washington law.**
5.8	Opinion of Dorsey & Whitney LLP, as to matters of Minnesota law.**
5.9	Opinion of Fennemore Craig, P.C., as to matters of Arizona law.**
5.10	Opinion of K&L Gates LLP, as to matters of Delaware law.**
5.11	Opinion of Liskow & Lewis, as to matters of Louisiana law.**
5.12	Opinion of McElroy, Deutsch, Mulvaney & Carpenter, LLP, as to matters of Colorado law.**
23.1	Consent of PricewaterhouseCoopers LLP.**
23.2	Consent of Shearman & Sterling LLP (included in Exhibit 5.1).
23.3	Consent of Akerman LLP (included in Exhibit 5.2).
23.4	Consent of Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. (included in Exhibit 5.3).
23.5	Consent of Barack Ferrazzano Kirschbaum & Nagelberg LLP (included in Exhibit 5.4).
23.6	Consent of Brown & Bunch, PLLC (included in Exhibit 5.5).
23.7	Consent of Dorsey & Whitney LLP (included in Exhibit 5.6).
23.8	Consent of Davis Wright Tremaine LLP (included in Exhibit 5.7).
23.9	Consent of Dorsey & Whitney LLP (included in Exhibit 5.8).

- 23.10 [Consent of Fennemore Craig, P.C. \(included in Exhibit 5.9\).](#)
23.11 [Consent of K&L Gates LLP \(included in Exhibit 5.10\).](#)
23.12 [Consent of Liskow & Lewis \(included in Exhibit 5.11\).](#)
23.13 [Consent of McElroy, Deutsch, Mulvaney & Carpenter, LLP \(included in Exhibit 5.12\).](#)
24.1 [Powers of Attorney \(included on signature pages\).](#)**
25.1 [Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939, as amended, of the trustee for the debt securities of Dycom Industries, Inc.](#)**
25.2 [Form T-1 Statement of Eligibility and Qualification under Trust Indenture Act of 1939, as amended, of the trustee for the debt securities of Dycom Investments, Inc.](#)**
-

* To be filed as an exhibit to a post-effective amendment to this registration statement or as an exhibit to a Current Report on Form 8-K to be filed by the registrants in connection with a specific offering and incorporated herein by reference.

** Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Dycom Industries, Inc.

By: /s/ Steven E. Nielsen
Name: Steven E. Nielsen
Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	August 27, 2020
<u>/s/ Sharon R. Villaverde</u> Sharon R. Villaverde	Vice President and Chief Accounting Officer (Principal Accounting Officer)	August 27, 2020
<u>/s/ Dwight B. Duke</u> Dwight B. Duke	Director	August 27, 2020
<u>/s/ Eitan Gertel</u> Eitan Gertel	Director	August 27, 2020
<u>/s/ Patricia L. Higgins</u> Patricia L. Higgins	Director	August 27, 2020
<u>/s/ Peter T. Pruitt, Jr.</u> Peter T. Pruitt, Jr.	Director	August 27, 2020

Signature	Title	Date
<div>/s/ Richard K. Sykes</div> <div>Richard K. Sykes</div>	Director	August 27, 2020
<div>/s/ Laurie J. Thomsen</div> <div>Laurie J. Thomsen</div>	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Dycom Investments, Inc.

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	President and Director (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial and Accounting Officer)	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

AnSCO & Associates, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ George Summers</u> George Summers	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Michael S. Cassidy</u> Michael S. Cassidy	Vice President - Finance (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Atlantic Communications Services, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bobby Anthony Pugh</u> Bobby Anthony Pugh	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Kimberly Habeck</u> Kimberly Habeck	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Apex Digital, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Timothy R. Estes</u> Timothy R. Estes	President (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Blair Park Services, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Joseph T. Post</u> Joseph T. Post	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Jeanette Riggle</u> Jeanette Riggle	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Broadband Express, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Daniel P. Kanaan</u> Daniel P. Kanaan	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Robert Darragh</u> Robert Darragh	Principal Accounting Officer	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Broadband Installation Services, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Daniel P. Kanaan</u> Daniel P. Kanaan	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Robert Darragh</u> Robert Darragh	Principal Accounting Officer	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

C-2 Utility Contractors, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ M. Scott Saunders</u> M. Scott Saunders	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Paul Sutherland</u> Paul Sutherland	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

CableCom, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Johnora E. Lemke</u> Johnora E. Lemke	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Rebecca Barr</u> Rebecca Barr	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Cavo Broadband Communications, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ William Valentino</u> William Valentino	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Jeffrey Drzymala</u> Jeffrey Drzymala	Senior Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

CCLC, Inc.

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ George Summers</u> George Summers	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Michael S. Cassidy</u> Michael S. Cassidy	Vice President - Finance (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Communications Construction Group, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Raymond E. Clarke</u> Raymond E. Clarke	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Mark Baiocchi</u> Mark Baiocchi	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Dycom Capital Management, Inc.

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	President and Director (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial and Accounting Officer)	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Dycom Corporate Identity, Inc.

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	President and Director (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial and Accounting Officer)	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Dycom Identity, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	President and Director (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial and Accounting Officer)	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Engineering Associates, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bobby Anthony Pugh</u> Bobby Anthony Pugh	President (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial and Accounting Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Ervin Cable Construction, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Brad Ervin</u> Brad Ervin	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Andrea White</u> Andrea White	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Fiber Technologies Solutions, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Douglas M. Myers, Jr.</u> Douglas M. Myers, Jr.	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Jeanette Riggle</u> Jeanette Riggle	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Globe Communications, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Victor R. Lundy, III</u> Victor R. Lundy, III	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Stacey L. Day</u> Stacey L. Day	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Golden State Utility Co.

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Rodney R. Kuenzi</u> Rodney R. Kuenzi	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Ross Guthrie</u> Ross Guthrie	Senior Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Ivy H. Smith Company, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ George Summers</u> George Summers	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Michael S. Cassidy</u> Michael S. Cassidy	Vice President - Finance (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Kanaan Communications, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Daniel P. Kanaan</u> Daniel P. Kanaan	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Robert Darragh</u> Robert Darragh	Principal Accounting Officer	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Lambert's Cable Splicing Company, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert E. Rogister</u> Robert E. Rogister	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Teresa Adcock</u> Teresa Adcock	Senior Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Locating, Inc.

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Terry L. Fordham</u> Terry L. Fordham	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Derek A. Robbins</u> Derek A. Robbins	Senior Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Midtown Express, LLC

By: /s/ William P. Healy
Name: William P. Healy
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, William P. Healy, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ William P. Healy</u> William P. Healy	President and Secretary (Principal Executive Officer)	August 27, 2020
<u>/s/ William Ziegler</u> William Ziegler	Controller (Principal Financial and Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Director	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

NeoCom Solutions, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ George Summers</u> George Summers	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Michael S. Cassidy</u> Michael S. Cassidy	Vice President - Finance (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Nichols Construction, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Timothy R. Estes</u> Timothy R. Estes	President (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial and Accounting Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Niels Fugal Sons Company, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Gary R. McQueen</u> Gary R. McQueen	President and Chief Executive Officer (Principal Executive Officer)	August 27, 2020
<u>/s/ Dennis K. Smith, Jr.</u> Dennis K. Smith, Jr.	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

North Sky Communications, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Rodney R. Kuenzi</u> Rodney R. Kuenzi	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Ross Guthrie</u> Ross Guthrie	Senior Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

OSP Services, LLC

By: /s/ Bobby Anthony Pugh
Name: Bobby Anthony Pugh
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, Bobby Anthony Pugh, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bobby Anthony Pugh</u> Bobby Anthony Pugh	President and Director (Principal Executive Officer)	August 27, 2020
<u>/s/ Kimberly Habeck</u> Kimberly Habeck	Controller and Director (Principal Accounting Officer)	August 27, 2020
<u>/s/ John Balkaran</u> John Balkaran	Treasurer and Secretary (Principal Financial Officer)	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Parkside Site & Utility Company Corporation

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ William D. Rowe, III</u> William D. Rowe, III	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Audrey B. Friedrich</u> Audrey B. Friedrich	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Parkside Utility Construction, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ William D. Rowe, III</u> William D. Rowe, III	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Audrey B. Friedrich</u> Audrey B. Friedrich	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Pauley Construction, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Matthew Carrow</u> Matthew Carrow	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Suzanne Martin</u> Suzanne Martin	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Point to Point Communications, Inc.

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bobby Anthony Pugh</u> Bobby Anthony Pugh	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Kimberly Habeck</u> Kimberly Habeck	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Precision Valley Communications of Vermont, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Todd Matthew Crossman</u> Todd Matthew Crossman	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Joseph Miller</u> Joseph Miller	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Prince Telecom, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John Kuhn</u> John Kuhn	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Jeffrey Drzymala</u> Jeffrey Drzymala	Senior Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Professional Teleconcepts, LLC, an Illinois limited liability company

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Eric P. Burrell</u> Eric P. Burrell	President and Chief Executive Officer (Principal Executive Officer)	August 27, 2020
<u>/s/ Alyssa Hoke</u> Alyssa Hoke	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Professional Teleconcepts, LLC, a New York limited liability company

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Eric P. Burrell</u> Eric P. Burrell	President and Chief Executive Officer (Principal Executive Officer)	August 27, 2020
<u>/s/ Alyssa Hoke</u> Alyssa Hoke	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

RJE Telecom, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bobby Anthony Pugh</u> Bobby Anthony Pugh	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Kimberly Habeck</u> Kimberly Habeck	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Sage Telecommunications Corp. of Colorado, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert Gudka</u> Robert Gudka	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Jeffrey Fixmer</u> Jeffrey Fixmer	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Spectrum Wireless Solutions, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ George Summers</u> George Summers	President and Chief Executive Officer (Principal Executive Officer)	August 27, 2020
<u>/s/ Michael S. Cassidy</u> Michael S. Cassidy	Vice President - Finance (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Star Construction, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert Allen Stoutt, Jr.</u> Robert Allen Stoutt, Jr.	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Anthony Sook</u> Anthony Sook	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Stevens Communications, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Timothy R. Estes</u> Timothy R. Estes	President (Principal Executive Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Accounting and Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

TCS Communications, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael J. McFadden</u> Michael J. McFadden	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Debra Pelkowski</u> Debra Pelkowski	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

TelCom Construction, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Mark Muller</u> Mark Muller	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Michael Brunner</u> Michael Brunner	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Tesinc, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bobby Anthony Pugh</u> Bobby Anthony Pugh	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Kimberly Habeck</u> Kimberly Habeck	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Texstar Enterprises, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Christopher Howard</u> Christopher Howard	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Christopher Schmucker</u> Christopher Schmucker	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Tjader & Highstrom Utility Services, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Donald Stephens</u> Donald Stephens	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Dennis K. Smith, Jr.</u> Dennis K. Smith, Jr.	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Trawick Construction Company, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Douglas H. Trawick</u> Douglas H. Trawick	President and Chief Executive Officer (Principal Executive Officer)	August 27, 2020
<u>/s/ Stacey L. Day</u> Stacey L. Day	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Triple-D Communications, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Victor R. Lundy, III</u> Victor R. Lundy, III	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Stacey L. Day</u> Stacey L. Day	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

Underground Specialties, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ M. Scott Saunders</u> M. Scott Saunders	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Paul Sutherland</u> Paul Sutherland	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

UtiliQuest, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Terry L. Fordham</u> Terry L. Fordham	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Derek A. Robbins</u> Derek A. Robbins	Senior Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

VCI Construction, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John A. Xanthos</u> John A. Xanthos	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Edgar Escobar</u> Edgar Escobar	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

VCI Utility Services Holdings, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John A. Xanthos</u> John A. Xanthos	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Edgar Escobar</u> Edgar Escobar	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

VCI Utility Services, LLC

By: /s/ Frank G. Madera
Name: Frank G. Madera
Title: President and Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, Frank G. Madera and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Frank G. Madera</u> Frank G. Madera	President and Director (Principal Executive Officer)	August 27, 2020
<u>/s/ John Balkaran</u> John Balkaran	Treasurer and Secretary (Principal Financial and Accounting Officer)	August 27, 2020
<u>/s/ Jennifer S. Snow</u> Jennifer S. Snow	Director	August 27, 2020

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on August 27, 2020.

White Mountain Cable Construction, LLC

By: /s/ H. Andrew DeFerrari
Name: H. Andrew DeFerrari
Title: Treasurer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints each of Steven E. Nielsen, H. Andrew DeFerrari, and Ryan F. Urness such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or to any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Raymond E. Clarke</u> Raymond E. Clarke	President (Principal Executive Officer)	August 27, 2020
<u>/s/ Mark Baiocchi</u> Mark Baiocchi	Controller (Principal Accounting Officer)	August 27, 2020
<u>/s/ H. Andrew DeFerrari</u> H. Andrew DeFerrari	Treasurer and Director (Principal Financial Officer)	August 27, 2020
<u>/s/ Steven E. Nielsen</u> Steven E. Nielsen	Director	August 27, 2020

SHEARMAN & STERLING LLP

599 LEXINGTON AVENUE
NEW YORK, NY 10022-6069
+1.212.848.4000

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408

Dycom Industries, Inc.
Dycom Investments, Inc.
Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Dycom Industries, Inc., a Florida corporation (the “Company”), Dycom Investments, Inc., a Delaware corporation (“Investments”) and the subsidiaries of the Company listed on Schedule A hereto (the “Subsidiaries” and, together with the Company and Investments, the “Registrants”), in connection with the preparation and filing by the Registrants of an automatic registration statement on Form S-3 (the “Registration Statement”) with the United States Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to the offering from time to time, pursuant to Rule 415 under the Securities Act, of (i) debt securities of the Company (the “Company Debt Securities”) which may be senior or subordinated, (ii) debt securities of Investments (the “Investments Debt Securities” and, together with the Company Debt Securities, the “Debt Securities”) which may be senior or subordinated, (iii) guarantees of the Debt Securities (the “Guarantees”) by one or more of the Registrants (each a “Guarantor” and, collectively, the “Guarantors”), (iv) common stock, par value \$0.33 1/3 per share, of the Company (the “Common Stock”), (v) preferred stock, par value \$1.00 per share, of the Company (the “Preferred Stock”), which may be issued as such or in the form of depositary shares (the “Depositary Shares”) evidenced by depositary receipts issued against deposit of shares of Preferred Stock pursuant to a deposit agreement to be entered into between the Company and a bank or trust company selected by the Company (the “Depositary”), (vi) warrants to purchase Debt Securities, Preferred Stock, Depositary Shares, Common Stock or any combination thereof (the “Warrants”), (vii) securities purchase contracts of the Company (the “Securities Purchase Contracts”), obligating the holders thereof to purchase from or sell to the Company, or the Company to sell to or purchase from

ABU DHABI | BEIJING | BRUSSELS | DUBAI | FRANKFURT | HONG KONG | LONDON | MENLO PARK | MILAN | NEW YORK
PARIS | ROME | SAN FRANCISCO | SÃO PAULO | SAUDI ARABIA* | SHANGHAI | SINGAPORE | TOKYO | TORONTO | WASHINGTON, DC

SHEARMAN & STERLING LLP IS A LIMITED LIABILITY PARTNERSHIP ORGANIZED IN THE UNITED STATES UNDER THE LAWS OF THE STATE OF DELAWARE, WHICH LAWS LIMIT THE PERSONAL LIABILITY OF PARTNERS.
*DR. SULTAN ALMASOUD & PARTNERS IN ASSOCIATION WITH SHEARMAN & STERLING LLP

such holders, shares of Common Stock, Preferred Stock, Depositary Shares or Debt Securities at a future date or dates and (viii) units of the Company consisting of one or more of Company Debt Securities, Common Stock, Preferred Stock, Depositary Shares, Warrants or Securities Purchase Contracts (the “Units” and, together with the Debt Securities, the Guarantees, the Common Stock, the Preferred Stock, the Depositary Shares, the Warrants and the Securities Purchase Contracts, the “Securities”). The offering of the Securities will be as set forth in the prospectus forming a part of the Registration Statement (the “Prospectus”), as supplemented by one or more supplements to the Prospectus (each supplement, a “Prospectus Supplement”).

The Company Debt Securities will be issued pursuant to an Indenture (the “Company Indenture”) among the Company, the Guarantors, if any, and the trustee party thereto (the “Trustee”), a form of which is incorporated by reference as an exhibit to the Registration Statement. The Investments Debt Securities will be issued pursuant to an Indenture (the “Investments Indenture” and, together with the Company Indenture, the “Indentures”) among Investments, the Guarantors, if any, and the Trustee, a form of which is incorporated by reference as an exhibit to the Registration Statement. The Preferred Stock will be issued in one or more series and the relative powers, designations, preferences, rights and qualifications, limitations or restrictions of such Preferred Stock will be set forth in one or more certificates of designation (each, a “Certificate of Designation”). The Warrants will be issued under one or more warrant agreements (each, a “Warrant Agreement”) to be entered into between the Company and the warrant agent party thereto (the “Warrant Agent”). The Depositary Shares will be issued in one or more series pursuant to one or more deposit agreements (each, a “Deposit Agreement”) to be entered into between the Company and the depositary party thereto (the “Depositary”). The Securities Purchase Contracts will be issued pursuant to one or more purchase contract agreements (each, a “Purchase Contract Agreement”) to be entered into between the Company and the securities purchase contract agent party thereto (the “Purchase Contract Agent”). The Units will be issued pursuant to one or more unit agreements (each, a “Unit Agreement”) to be entered into between the Company and the unit agent party thereto (the “Unit Agent”). Each Certificate of Designation, Deposit Agreement, Warrant Agreement, Purchase Contract Agreement and Unit Agreement, as applicable, will be in a form to be filed as an exhibit to a post-effective amendment to the Registration Statement or as an exhibit to a Current Report on Form 8-K to be filed by the Company in connection with a specific offering and incorporated by reference into the Registration Statement. The Indentures, Warrant Agreement, Deposit Agreement, Certificate of Designation, Purchase Contract Agreement and Unit Agreement are hereinafter referred to as the “Securities Documents.”

In that connection, we have reviewed the following:

- (a) The Registration Statement.
- (b) The Prospectus.
- (c) Originals or copies of such other records of the Registrants, certificates of public officials and officers of the Registrants and agreements and other documents as we have deemed necessary as a basis for the opinions expressed below.

- (d) Copies of the Articles of Organization and Amended and Restated Agreement of Limited Liability Company of the Guarantor named in Schedule B hereto under the heading “Covered Guarantor” (the “Covered Guarantor”), as amended through the date hereof.

In our review of the documents, we have assumed:

- (a) The genuineness of all signatures.
- (b) The authenticity of the originals of the documents submitted to us.
- (c) The conformity to authentic originals of any documents submitted to us as copies.
- (d) As to matters of fact, the truthfulness of the representations made in the certificates of public officials and officers of the Registrants.
- (e) That each of the Securities Documents will be the legal, valid and binding obligation of each party thereto, other than the Registrants, enforceable against each such party in accordance with its terms, and that each Securities Document will be governed by and construed in accordance with the law of the State of New York.
- (f) That:
 - (i) Each of the Registrants, other than the Covered Guarantor, is an entity duly organized and validly existing under the laws of the jurisdiction of its organization.
 - (ii) Each of the Registrants, other than the Covered Guarantor, has power and authority (corporate or otherwise) to execute, deliver and perform, and has duly authorized, executed and delivered (except to the extent Generally Applicable Law (as defined below) is applicable to such execution and delivery), the Securities Documents to which it is or will be a party.
 - (iii) The execution, delivery and performance by each of the Registrants of the Securities Documents to which it is or will be a party do not and will not:
 - (A) except with respect to the Covered Guarantor, contravene its respective certificate or articles of incorporation, limited liability company agreement, by-laws or other organizational documents; or
 - (B) except with respect to Generally Applicable Law, violate any law, rule or regulation applicable to it.
- (g) That the execution, delivery and performance by each of the Registrants of the Securities Documents to which it is or will be a party do not and will not except with respect to any

documents and agreements filed as exhibits to any filing of the Company incorporated by reference into the Registration Statement, result in any conflict with, or breach of, any agreement or document binding on it.

- (h) No authorization, approval, consent or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for the due execution, delivery or performance by any of the Registrants of any Securities Document to which it is or will be a party or, if any such authorization, approval, consent, action, notice or filing is required, it has been duly obtained, taken, given or made and is in full force and effect.
- (i) At the time of any offering or sale, the Securities and the Securities Documents relating thereto will have been specifically authorized for issuance and execution and delivery by the Company, Investments and the Guarantors, as applicable, by their respective Board of Directors or Board of Governors or an authorized committee thereof.
- (j) Any Securities issuable upon conversion, exchange or exercise of any Security being offered will, at the time of such offering or sale, have been duly authorized, created and, if appropriate, reserved for issuance upon such conversion, exchange or exercise.
- (k) Any Securities consisting of Common Stock, Preferred Stock, Depositary Shares or Warrants, including Common Stock or Preferred Stock issuable upon conversion, exchange or exercise of any Security being offered, will when so issued have been duly authorized, executed and delivered, against receipt of the consideration approved by the Company which will be no less than the par value thereof.
- (l) With respect to the issuance and sale of any Debt Securities, (i) the applicable Indenture will have been duly executed and delivered by the Company, Investments and the Guarantors, as applicable, and the Trustee, and (ii) the Debt Securities, when issued, will be executed, authenticated, issued and delivered (a) against receipt of the consideration therefor approved by the Company or Investments, as applicable, and (b) as provided in the Indenture.
- (m) With respect to the issuance and sale of any Depositary Shares, (i) the related Deposit Agreement will have been duly executed and delivered by the Company and the Depositary, and (ii) the Depositary Shares, when issued, will be executed, issued and delivered (and the Company will have deposited shares of the Preferred Stock with the Depositary pursuant to such Deposit Agreement) (a) against receipt of the consideration therefor approved by the Company and (b) as provided in such Deposit Agreement.
- (n) With respect to the issuance and sale of any Warrants, (i) the related Warrant Agreement will have been duly executed and delivered by the Company and the Warrant Agent, and (ii) the Warrants, when issued, will be executed, countersigned by the Warrant Agent, issued and delivered (a) against receipt of the consideration therefor approved by the Company and (b) as provided in such Warrant Agreement.

- (o) With respect to the issuance and sale of any Securities Purchase Contracts, (i) the related Purchase Contract Agreement will have been duly executed and delivered by the Company and the Purchase Contract Agent, and (ii) the Securities Purchase Contracts, when issued, will be executed, countersigned by the Purchase Contract Agent, issued and delivered (a) against receipt of the consideration therefor approved by the Company and (b) as provided in such Purchase Contract Agreement.
- (p) With respect to the issuance and sale of any Units, (i) the related Unit Agreement will have been duly executed and delivered by the Company and the Unit Agent, and (ii) the Units, when issued, will be executed, countersigned by the Unit Agent, issued and delivered (a) against receipt of the consideration therefor approved by the Company and (b) as provided in such Unit Agreement.

We have not independently established the validity of the foregoing assumptions.

“Generally Applicable Law” means the federal law of the United States of America, and the law of the State of New York (including in each case the rules and regulations promulgated thereunder or pursuant thereto), that a New York lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the transactions governed by the Securities Documents, and for purposes of assumption paragraph (f) above, the General Corporation Law of the State of Delaware. Without limiting the generality of the foregoing definition of Generally Applicable Law, the term “Generally Applicable Law” does not include any law, rule or regulation that is applicable to the Securities Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Securities Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

Based upon the foregoing and upon such other investigation as we have deemed necessary and subject to the qualifications set forth below, we are of the opinion that:

1. The Covered Guarantor is a limited liability company validly existing and in good standing under the law of the State of New York.
2. The Covered Guarantor has the limited liability company power to execute, deliver and perform the Guarantees to which it is a party.
3. The Guarantees, when duly authorized by all necessary limited liability company action, executed by an authorized signatory and delivered, will be validly authorized, executed and delivered for corporate law purposes by the Covered Guarantor.
4. The Company Indenture, when duly executed and delivered by the Company and the Guarantors, if any, will be the legal, valid and binding obligation of the Company and the applicable Guarantors, enforceable against the Company and such Guarantors in accordance with its terms.
5. The Investments Indenture, when duly executed and delivered by Investments and the Guarantors, if any, will be the legal, valid and binding obligation of Investments and

the applicable Guarantors, enforceable against Investments and such Guarantors in accordance with its terms.

6. Any Securities consisting of Company Debt Securities will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms and will be entitled to the benefits of the Company Indenture.
7. Any Securities consisting of Investments Debt Securities will constitute valid and binding obligations of Investments, enforceable against Investments in accordance with their terms and will be entitled to the benefits of the Investments Indenture.
8. Any Securities consisting of Guarantees will constitute valid and binding obligations of the applicable Guarantors, enforceable against such Guarantors in accordance with their terms and will be entitled to the benefits of the applicable Indenture.
9. Any Securities consisting of Depositary Shares will be validly issued and will be entitled to the benefits of the Deposit Agreement.
10. Any Securities consisting of Warrants will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
11. Any Securities consisting of Securities Purchase Contracts will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
12. Any Securities consisting of Units will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

Our opinions expressed above are subject to the following qualifications:

- (a) Our opinions are subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally (including without limitation all laws relating to fraudulent transfers).
- (b) Our opinions are also subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).
- (c) Our opinions are limited to Generally Applicable Law and we do not express any opinion herein concerning any other law. Where matters of applicable law, other than Generally Applicable Law, are relevant to such opinions, we have without independent investigation on our part assumed the accuracy and, to the extent necessary in connection with the opinions contained herein, relied upon the opinions, dated the date hereof, furnished to you of (i) Akerman LLP, special Florida counsel to the Company and certain Guarantors, (ii) Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, special Georgia counsel to certain Guarantors, (iii) Barack Ferrazzano Kirschbaum & Nagelberg LLP, special Illinois counsel to a certain Guarantor (iv)

Brown & Bunch, PLLC, special North Carolina counsel to a certain Guarantor, (v) Dorsey & Whitney LLP, special Texas counsel to a certain Guarantor, (vi) Dorsey & Whitney LLP, special Minnesota counsel to a certain Guarantor, (vii) Davis Wright Tremaine LLP, special Washington counsel to a certain Guarantor, (viii) Fennemore Craig, P.C., special Arizona counsel to a certain Guarantor, (ix) K&L Gates LLP, special Delaware counsel to certain Guarantors, (x) Liskow & Lewis, special Louisiana counsel to a certain Guarantor, and (xi) McElroy, Deutsch, Mulvaney & Carpenter, LLP, special Colorado counsel to a certain Guarantor, in each case delivered to you on the date hereof, and our opinions are subject to the same assumptions, qualifications and limitations with respect to matters of Florida, Georgia, Illinois, North Carolina, Texas, Washington, Minnesota, Arizona, Delaware, Louisiana and Colorado law expressed in each such opinion.

This opinion letter speaks only as of the date hereof. We expressly disclaim any responsibility to advise you of any development or circumstance of any kind, including any change of law or fact, that may occur after the date of this opinion letter and which might affect the opinions expressed herein.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the heading "Legal Matters" in the Prospectus. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Shearman & Sterling LLP

LN/EK/MLP
HH

SCHEDULE A
Subsidiaries

AnSCO & Associates, LLC
Apex Digital, LLC
Atlantic Communications Services, LLC
Blair Park Services, LLC
Broadband Express, LLC
Broadband Installation Services, LLC
C-2 Utility Contractors, LLC
CableCom, LLC
Cavo Broadband Communications, LLC
CCLC, Inc.
Communications Construction Group, LLC
Dycom Capital Management, Inc.
Dycom Corporate Identity, Inc.
Dycom Identity, LLC
Engineering Associates, LLC
Ervin Cable Construction, LLC
Fiber Technologies Solutions, LLC
Globe Communications, LLC
Golden State Utility Co.
Ivy H. Smith Company, LLC
Kanaan Communications, LLC
Lambert's Cable Splicing Company, LLC
Locating, Inc.
Midtown Express, LLC
NeoCom Solutions, LLC
Nichols Construction, LLC
Niels Fugal Sons Company, LLC
North Sky Communications, LLC
OSP Services, LLC
Parkside Site & Utility Company Corporation
Parkside Utility Construction, LLC
Pauley Construction, LLC
Point to Point Communications, Inc.
Precision Valley Communications of Vermont, LLC
Prince Telecom, LLC
Professional Teleconcepts, LLC, an Illinois limited liability company
Professional Teleconcepts, LLC, a New York limited liability company
RJE Telecom, LLC
Sage Telecommunications Corp. of Colorado, LLC
Spectrum Wireless Solutions, LLC
Star Construction, LLC
Stevens Communications, LLC
TCS Communications, LLC
TelCom Construction, LLC
Tesinc, LLC
Texstar Enterprises, LLC

Tjader& Highstrom Utility Services, LLC
Trawick Construction Company, LLC
Triple-D Communications, LLC
Underground Specialties, LLC
UtiliQuest, LLC
VCI Construction, LLC
VCI Utility Services Holdings, LLC
VCI Utility Services, LLC
White Mountain Cable Construction, LLC

SCHEDULE B
Covered Guarantor

Professional Teleconcepts, LLC, a New York limited liability company

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408

Re: Form S-3ASR Shelf Registration Statement

Ladies and Gentlemen:

We have acted as special Florida counsel to Dycom Industries, Inc., a Florida corporation (the “Company”), in connection with the proposed issuance and sale by the Company from time to time, pursuant to Rule 415 under the Securities Act of 1933, as amended (the “Securities Act”), of (i) shares of its common stock, \$0.33 1/3 par value per share (the “Common Stock”), and (ii) shares of its preferred stock, \$1.00 par value per share (the “Preferred Stock” and together with the Common Stock, the “Equity Securities”). The Equity Securities may be issued and sold by the Company pursuant to the well-known seasoned issuer shelf registration statement on Form S-3ASR (such registration statement, including the documents incorporated by reference therein, the “Registration Statement”) filed by the Company with the Securities and Exchange Commission (the “Commission”) on August 27, 2020.

We have also acted as special Florida counsel to the Company and Trawick Construction Company, LLC, a Florida limited liability company (“Trawick”, together with the Company, the “Florida Guarantors”), in connection with the preparation and filing by the Company, Dycom Investments, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company (“Dycom Investments”), and certain other subsidiaries of the Company (collectively, the “Subsidiaries,” and, together with the Florida Guarantors and Dycom Investments, the “Registrants”) of the Registration Statement relating to the issuance and offering, from time to time, of, among other securities and instruments, (1) debt securities of the Company (the “Company Debt Securities”), (2) debt securities of Dycom Investments (the “Subsidiary Debt Securities” and, together with the Company Debt Securities, the “Debt Securities”) and (iii) guarantees of the Debt Securities (the “Guarantees”) by one or more of the Registrants (each a “Guarantor”) and, collectively, the “Guarantors”), including, without limitation, the Guarantees pursuant to which the Florida Guarantors will be Guarantors (the “Debt Guarantees”). Pursuant to the prospectus forming a part of the Registration Statement (the “Prospectus”), the Company and Dycom Investments propose to register the Debt Securities under the Securities Act as set forth in the Registration Statement and to be issued pursuant to one or more Indentures among the Company or Dycom Investments, respectively, the Guarantors, if any, and the trustee parties thereto, forms of which were filed with the Commission as exhibits to the Registrants’ registration statement on Form S-3/A on May 18, 2011 and are incorporated by reference as exhibits to the Registration Statement (the “Indentures”).

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In connection with this opinion, we have examined such corporate records, documents, and instruments of the Company, Trawick and public officials and reviewed such questions of law as we have deemed necessary for the purpose of rendering the opinions set forth herein and we have examined the Registration Statement. In such examination, we have assumed the genuineness of all signatures and the authenticity of all items submitted to us as

originals and the conformity to originals of all items submitted to us as copies. We have also reviewed originals or copies of the following documents:

- (1) the Registration Statement and the Prospectus;
- (2) the Indentures;
- (3) the Articles of Incorporation of the Company, as presently in effect;
- (4) the By-Laws of the Company, as presently in effect;
- (5) the Articles of Organization of Trawick, as presently in effect;
- (6) the Operating Agreement of Trawick, as presently in effect; and
- (7) certain resolutions adopted by the Board of Directors of each of the Company and Trawick relating to the Registration Statement and related matters.

Based upon and subject to the foregoing, and subject to the qualifications set forth below, it is our opinion that:

- (1) The Company has been incorporated under the Florida Business Corporation Act and its status is active.
 - (2) When, as, and if shares of Common Stock have been duly authorized by appropriate corporate action, issued and delivered against payment to the Company of the purchase price of such shares of Common Stock, all as contemplated by the Registration Statement and the prospectus supplement relating thereto and in accordance with the applicable underwriting agreement, purchase or other agreement, such shares of Common Stock will be duly authorized, validly issued, fully paid and non-assessable.
 - (3) When, as, and if shares of Preferred Stock have been duly authorized by appropriate corporate action (including the filing of any required amendment to the Company's articles of incorporation designating the rights, preferences and limitations of the shares of Preferred Stock), issued and delivered against payment to the Company of the purchase price of such shares of Preferred Stock, all as contemplated by the Registration Statement and the prospectus supplement relating thereto and in accordance with the applicable underwriting agreement, purchase or other agreement, such shares of Preferred Stock will be duly authorized, validly issued, fully paid and non-assessable.
 - (4) Trawick has been formed under the Florida Limited Liability Company Act and its status is active.
 - (5) The Company has the corporate power and capacity to guarantee the Debt Securities pursuant to the terms of the Indentures and perform its obligations under the Debt Guarantees.
 - (6) Trawick has the limited liability company capacity and power to guarantee the Debt Securities pursuant to the terms of the Indentures and perform its obligations under the Debt Guarantees.
 - (7) The Debt Guarantees, upon being duly authorized by all necessary corporate and/or limited liability company action (as the case may be), executed by an authorized signatory and delivered, will be validly authorized, executed and delivered for corporate law purposes by each Florida Guarantor.
-

Each of our opinions expressed herein is also subject to the following qualifications and exceptions: (a) except to the extent encompassed by an opinion set forth above with respect to the Company, the effect on the opinions expressed herein of (i) the compliance or non-compliance of any party to any agreement with any law, regulation or order applicable to it, or (ii) the legal or regulatory status or the nature of the business of any such party; and (b) our opinion is based upon current statutes, rules, regulations, and cases, and we assume no obligation to update or supplement this opinion if such statutes, rules, regulations, or cases change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above. This opinion letter is limited to the matters expressly stated herein and no opinions are to be inferred or may be implied beyond the opinions expressly so stated. Without limiting the generality of the foregoing, we neither express nor imply any opinion regarding the contents of the Registration Statement or the Prospectus, other than as expressly stated herein..

In rendering the opinions expressed in 2 and 3 above, we have further assumed that (i) the Equity Securities will be offered, sold and delivered to, and paid for by, the purchasers thereof at the price specified in, and in accordance with the terms of, an agreement or agreements duly authorized, executed and delivered by the parties thereto and such price will not be less than the par value of the Common Stock or Preferred Stock, as applicable, (ii) the Company will authorize the offering and issuance of the Equity Securities and will authorize, execute and deliver any and all documents contemplated thereby or by the Registration Statement or any applicable prospectus supplement relating thereto, and will take any other appropriate additional corporate action with respect thereto, (iii) the Company will sell and issue the Equity Securities in compliance with applicable federal and state securities laws and in accordance with the manner described in the Registration Statement, Prospectus and the applicable prospectus supplement; (iv) certificates, if required, representing the Equity Securities will be duly executed and delivered and, to the extent required by any applicable agreement, duly authenticated and countersigned and (v) a sufficient number of shares will be authorized and available for issuance.

In addition, in rendering the opinions set forth above, we have relied, without investigation, on each of the following assumptions: (a) the genuineness of each signature, the completeness of each document submitted to us, the authenticity of each document reviewed by us as an original, the conformity to the original of each document reviewed by us as a copy and the authenticity of the original of each document received by us as a copy; (b) the legal existence of each party to the Registration Statement other than the Company and Trawick; (c) the entity power of each party to the Registration Statement (other than the Company and Trawick) to execute, deliver and perform its obligations under the Registration Statement or Prospectus and to do each other act done or to be done by such party; (d) the authorization, execution and delivery by each party (other than the Company and Trawick) of each document executed and delivered or to be executed and delivered in connection with the Registration Statement by such party; (e) a prospectus supplement will have been filed with the Commission describing the Equity Securities or Debt Guarantees offered thereby, as applicable; and (f) as to matters of fact, the truthfulness of the representations made in the Registration Statement and Prospectus and in the certificates of public officials and officers of the Company and Trawick.

We express no opinion as to matters governed by laws of any jurisdiction other than the laws of the State of Florida and the federal laws of the United States of America, as in effect on the date hereof.

This opinion letter is furnished to you for your benefit in connection with the filing of the Registration Statement and, except as set forth below, may not be relied upon for any other purpose without our prior written consent in each instance. Further, no portion of this letter may be quoted, circulated or referred to in any other document for any other purpose without our prior written consent. Notwithstanding the foregoing, the law firm of Shearman & Sterling LLP may rely upon this opinion letter in connection with the opinion letter to be submitted by such firm with respect to the Registration Statement.

We hereby consent to the filing of this opinion with the Commission in connection with the filing of the Registration Statement referred to above. We also consent to the use of our name in the related prospectus and prospectus supplement under the heading "Legal Matters." In giving this consent, we do not admit that we are

Dycom Industries, Inc.
Dycom Investments, Inc.
August 27, 2020
Page 4

within the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission issued thereunder.

Very truly yours,

/s/ **AKERMAN LLP**

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408

Re: That certain automatic shelf registration statement on Form S-3 (the “**Registration Statement**”), as filed with the United States Securities and Exchange Commission (“**SEC**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), on August 27, 2020, relating to the issuance of an indeterminate amount of securities of each identified class within the Registration Statement (the “**Securities**”) by the Registrants (as defined below).

Ladies and Gentlemen:

We have acted as special counsel in the State of Georgia to (i) UtiliQuest, LLC, a Georgia limited liability company (“**UtiliQuest**”); (ii) NeoCom Solutions, LLC, a Georgia limited liability company (“**NeoCom**”); and (iii) Engineering Associates, LLC, a Georgia limited liability company (“**Engineering Associates**” and together with UtiliQuest and NeoCom are collectively referred to as the “**Georgia Subsidiaries**” and individually as a “**Georgia Subsidiary**”), each being a subsidiary of Dycom Industries, Inc., a Florida corporation (“**Dycom Industries**”), which is in turn the parent corporation of Dycom Investments, Inc. a Delaware corporation (“**Dycom Investments**”), in connection with:

- A. the preparation and filing by Dycom Industries, Dycom Investments, and certain other subsidiaries of the Company (collectively, the “**Subsidiaries**,” and, together with the Dycom Industries, Dycom Investments and the Georgia Subsidiaries the “**Registrants**”) of the Registration Statement with the U.S. Securities and Exchange Commission (“**SEC**”);
- B. that certain form of Indenture to be executed by Dycom Investments and the Georgia Subsidiaries, Dycom Industries and certain other Subsidiaries of Dycom Industries identified therein (the “**Other Dycom Subsidiaries**” and, together with the Georgia Subsidiaries, are collectively referred to as the “**Guarantors**”), as guarantors, jointly and severally guaranteeing the payment of principal and interest and the performance of other obligations due by Dycom Investments under certain unsecured debentures, notes or other evidences of indebtedness (the “**Dycom Investments Notes**”) to be issued by Dycom Investments thereunder from time-to-time pursuant to the Indenture (the “**Dycom Investments Indenture**”);

- C. that certain form of Indenture to be executed by Dycom Industries and the Guarantors, as guarantors, jointly and severally guaranteeing the payment of principal and interest and the performance of other obligations due by Dycom Industries under certain unsecured debentures, notes or other evidences of indebtedness (the “**Dycom Industries Notes**”) to be issued by Dycom Industries thereunder from time-to-time pursuant to the Indenture (the “**Dycom Industries Indenture**”) (Dycom Investments, Dycom Industries and the Guarantors are sometimes hereinafter collectively referred to as the “**Dycom Parties**” and individually, as a “**Dycom Party**”); and
- D. the preparation and filing of the prospectus forming a part of the Registration Statement (the “**Prospectus**”), by which Dycom Investments and Dycom Industries will prospectively be offering for sale the Dycom Investments Notes and the Dycom Industries Notes to potential investors.

The transactions described in clauses (A), (B), (C) and (D) above are sometimes hereinafter collectively referred to as the “**Shelf Offering**” and the Dycom Investments Notes and the Dycom Industries Notes are sometimes hereinafter collectively referred to as the “**Notes**”.

At your request, we are giving this opinion only with respect to the Georgia Subsidiaries.

We have examined and rely solely upon the following documents for the purposes of rendering this opinion (collectively, the “**Examined Documents**”):

- 1. the Registration Statement;
 - 2. unexecuted forms of the Dycom Investments Indenture and the Dycom Industries Indenture, which were included as exhibits to the Registrants’ Registration Statement on Form S-3/A filed with the SEC on May 18, 2011 and are incorporated by reference as exhibits to the Registration Statement (hereinafter the foregoing are sometimes collectively referred to herein as the “**Indentures**” or the “**Opinion Documents**”);
 - 3. an executed copy of that certain Omnibus Secretary’s Certificate of UtiliQuest, NeoCom and Engineering Associates, dated as of August 27, 2020 (the “**Secretary’s Certificate**”), together with copies of each of the following attached thereto:
 - (a) (i) the Georgia Certificate of Existence of UtiliQuest issued by the Georgia Secretary of State’s Office on August 24, 2020 (the “**UtiliQuest Certificate of Existence**”); (ii) the Certificate and Articles of Organization of UtiliQuest, dated March 10, 1998, as amended by its Articles of Amendment, dated July 15, 1999, and Certificate and Articles of Merger of UtiliQuest, dated July 25, 2015, all as certified by the Georgia Secretary of State’s Office on August 24, 2020; (iii) the Third Amended and Restated Operating Agreement of UtiliQuest, LLC, dated as of September 30, 2009, and (iv) the executed resolutions of the Board of Directors of UtiliQuest, dated
-

as of August 27, 2020, authorizing, among other things, the Shelf Offering and the prospective execution of the Indentures by UtiliQuest;

(b) (i) the Georgia Certificate of Existence of NeoCom issued by the Georgia Secretary of State's Office on August 24, 2020 (the "**NeoCom Certificate of Existence**"); (ii) the Certificate and Articles of Incorporation of NeoCom, dated December 29, 2000, the Certificate of Conversion and Articles of Organization of NeoCom, dated August 29, 2015, and Certificate of Merger of NeoCom, dated August 29, 2015, all as certified by the Georgia Secretary of State's Office on August 24, 2020; (iii) the Agreement Limited Liability Company of NeoCom, dated August 28, 2015; and (iv) the executed resolutions of the Board of Directors of NeoCom, dated as of August 27, 2020, authorizing, among other things, the Shelf Offering and the prospective execution of the Indentures by NeoCom; and

(c) (i) the Georgia Certificate of Existence of Engineering Associates issued by the Georgia Secretary of State's Office on August 24, 2020 (the "**Engineering Associates Certificate of Existence**"); (ii) the incorporation / formation documents of Engineering Associates, as amended and modified by various Certificates and Articles of Merger from time to time and the Certificate of Conversion and Articles of Organization of Engineering Associates, dated July 25, 2015, all as certified by the Georgia Secretary of State's Office on August 24, 2020, (iii) the Agreement of Limited Liability Company of Engineering Associates, dated July 25, 2015, and (iv) the executed resolutions of the Board of Directors, dated as of August 27, 2020, authorizing, among other things, the Shelf Offering and the prospective execution of the Indentures by Engineering Associates.

4. Such other limited liability company documents and records of each of the Georgia Subsidiaries and such other instruments and certificates of public officials and the officers and representatives of the Georgia Subsidiaries as we deemed appropriate in our professional judgment.

5. To the extent that opinions expressed below involve matters of fact, we have relied, without investigation, upon the representations and warranties made in the Registration Statement and Opinion Documents.

ASSUMPTIONS

In making such examinations, we have with your permission assumed that:

(a) except as otherwise expressly provided in our opinion paragraph 1 below, the Relevant Parties are duly organized, validly existing and in good standing under the laws applicable in the jurisdictions of their respective organization and existence and in all other places in which they are conducting their respective businesses, and are validly existing in good standing under the laws of the jurisdictions where they are required to exist or be qualified for the purpose of selling, issuing, purchasing and exchanging the Notes (as applicable), with full power and

authority to sell, issue, purchase and exchange the Notes (as applicable). For the purposes of this opinion letter, the term “**Relevant Parties**” shall mean the Dycom Parties, the Trustee and the holders of the Notes;

(b) the Examined Documents have been duly authorized, executed, acknowledged (as applicable), and delivered by each of the Relevant Parties (other than the Georgia Subsidiaries) for value received, and nothing in the charter, bylaws (or the equivalent thereof), the operating agreement, articles of organization, partnership agreement or certificate of limited partnership or any other organizational document of any of the Relevant Parties (other than the Georgia Subsidiaries) prohibits or impairs any such Relevant Parties from executing the Opinion Documents or performing the transactions contemplated by the Opinion Documents and each of the Relevant Parties (other than the Georgia Subsidiaries) has the full corporate, partnership, limited liability company and/or other entity power and authority to execute, deliver and perform its obligations under the Opinion Documents and all documents required to be executed, delivered and performed thereunder;

(c) the Opinion Documents, the Examined Documents and the respective copies of each that have been examined by us conform to the respective originals;

(d) no court order, administrative ruling, contract, regulation or statute (other than, with respect to the Georgia Subsidiaries, a regulation or statute of Georgia) governing any of the Relevant Parties prohibits or limits any of the Relevant Parties from executing the Opinion Documents or performing the transactions contemplated by the Opinion Documents;

(e) the Opinion Documents and the Examined Documents fully express the agreements and understandings of the parties thereto, and there are no other verbal or written agreements or provisions set forth in any other document(s) which would bear upon the opinions expressed herein, and there exists no usage of trade or course of prior dealing among any parties which could supplement or qualify the terms of the Opinion Documents or the Examined Documents;

(f) the genuineness of all signatures; and

(g) the legal capacity of each natural person who executed any document relied upon by us as set forth above in this Opinion, including, without limitation, the Examined Documents.

Although we have not conducted an independent investigation of the accuracy of any of these assumptions, nothing has come to our attention leading us to question the material accuracy of said assumptions.

OPINIONS

Subject to the foregoing assumptions and further qualifications and limitations as stated herein, we are of the opinion that:

1. (a) UtiliQuest has been duly organized as a limited liability company and is validly existing under the laws of the State Georgia;

(b) NeoCom has been duly organized as a limited liability company and is validly existing under the laws of the State of Georgia; and

(c) Engineering Services has been duly organized as a limited liability company and is validly existing under the laws of the State of Georgia.

2. Each of the Georgia Subsidiaries has the requisite limited liability company power and capacity to guarantee the Notes pursuant to the terms of the Indentures and perform their respective obligations as Guarantors.

3. The participation of the Georgia Subsidiaries as guarantors under the transactions contemplated by the Registration Statement, and the prospective execution, delivery and performance by each of the Georgia Subsidiaries of its respective obligations under the Opinion Documents have been duly authorized by all requisite limited liability company action on the part of such entities and, as of the date of each respective transaction, each such entity has the power to enter into the transactions contemplated therein.

QUALIFICATIONS AND LIMITATIONS

Notwithstanding anything herein to the contrary, the opinions set forth above are qualified and limited as stated therein and are further qualified as follows, and we express no opinion as to the following:

(i) We have not undertaken any independent investigation to determine the existence or absence of any facts (other than those which are readily ascertainable or which are material to our rendering the above opinions) contrary to the opinions expressed herein, and no inference as to the knowledge of the existence of such facts should be drawn from the fact of our representation of the Georgia Subsidiaries.

(ii) We express no opinion as to the validity or enforceability of any of the Opinion Documents, other than as opined respecting valid authorization, execution and delivery by the Georgia Subsidiaries.

(iii) We express no opinion as to the application or effect of any federal or state securities or anti-trust laws, rules or regulations on or to the transaction.

(iv) This Opinion Letter and the opinions rendered herein are rendered as of the date hereof, and we undertake no, and hereby disclaim any, obligation to advise you of any changes in or any new developments which might affect any matters or opinions set forth herein.

The foregoing opinions represent our current professional judgment but are not a guaranty or warranty as to the certainty of the matter.

The opinions expressed in this letter are given for your benefit and your successors and assigns and may be relied upon by Shearman & Sterling LLP, as your legal counsel, in connection

with the Shelf Offering and the filing of the Registration Statement and we hereby consent to the filing of this letter as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations promulgated thereunder.

Except as expressly permitted herein, this letter may not be otherwise reproduced, quoted in whole or in part, filed publicly, or circulated to, relied upon by, nor used in connection with any other transaction. This letter addresses the law as of the date hereof and we undertake no obligation to inform you of any changes in the law occurring after the date hereof.

The foregoing opinions are limited to the laws of the State of Georgia with respect to the Georgia Subsidiaries as are presently in effect in each such state, excluding the securities provisions thereof. We have not considered and express no opinion on the laws of any other jurisdiction, including, without limitation, federal laws and rules and regulations relating thereto.

Very truly yours,

BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, PC

/s/ William M. Osterbrock
William M. Osterbrock, Esq., Shareholder

BARACK FERRAZZANO

Barack Ferrazzano Kirschbaum & Nagelberg LLP

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408

Re: **Registration Statement on Form S-3**

Ladies and Gentlemen:

We have acted as special Illinois counsel to Professional Teleconcepts, LLC, an Illinois limited liability company (the "Illinois Guarantor"), in connection with the preparation and filing of an automatic shelf registration statement on Form S-3 (the "Shelf Registration Statement"), with the United States Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), by Dycom Industries, Inc., a Florida corporation ("Parent"), Dycom Investments, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Investments"), and certain other subsidiaries of Parent (collectively, the "Subsidiaries," and, together with Parent, Investments and the Illinois Guarantor, the "Registrants") relating to the offering from time to time, pursuant to Rule 415 under the Securities Act, of (1) common stock, preferred stock, debt securities (the "Parent Debt Securities"), depositary shares, warrants, securities purchase contracts and securities purchase units of Parent, (2) debt securities of Investments (the "Investments Debt Securities" and, together with the Parent Debt Securities, the "Debt Securities"), (3) full and unconditional guarantees on an unsecured basis by Parent of the Investments Debt Securities and (4) full and unconditional guarantees by each subsidiary of Parent (each, a "Guarantor") on an unsecured basis of the Debt Securities (each, a "Guarantee"), including, without limitation, the Guarantees pursuant to which the Illinois Guarantor will be a Guarantor (the "Illinois Subsidiary Guarantees").

Pursuant to the prospectus forming a part of the Shelf Registration Statement (the "Prospectus"), Parent and Investments propose to register the Debt Securities under the Securities Act as set forth in the Shelf Registration Statement, with such Debt Securities to be issued pursuant to one or more Indentures (the "Indentures") among Parent or Investments, respectively, the Guarantors, if any, and the trustees parties thereto, forms of which have been filed with the Commission as exhibits to the Shelf Registration Statement.

We have made such legal and factual investigation as we deemed necessary for purposes of this opinion. We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Shelf Registration Statement, (ii) the forms of the Indentures filed with the Commission and incorporated by reference as exhibits to the Shelf Registration Statement, (iii) the organizational documents of the Illinois Guarantor described on Schedule 1 attached hereto,

Dycom Industries, Inc.
Dycom Investments, Inc.
August 27, 2020
Page 2

(iv) the resolutions of the Board of Directors of the Illinois Guarantor with respect to the filing of the Shelf Registration Statement, adopted by unanimous written consent on August 27, 2020 (the “Authorizing Resolutions”), (v) an Officer’s Certificate, dated as of August 27, 2020, certifying as to, among other things, certain organizational documents of the Illinois Guarantor, the authorizing resolutions of the Board of Directors of the Illinois Guarantor and certain other factual matters stated therein and (vi) such other certificates, statutes and other instruments and documents as we considered appropriate for purposes of the opinions hereafter expressed, including a certificate of good standing, dated August 25, 2020, for the Illinois Guarantor issued by the Secretary of State of the State of Illinois.

For purposes of this opinion we have not reviewed any documents other than the documents listed in the immediately preceding paragraph. In particular, we have not conducted any independent investigation beyond our review of the documents listed in the immediately preceding paragraph, and we have not reviewed any document (other than the documents listed in the immediately preceding paragraph) that is referred to or incorporated by reference into the documents reviewed by us. Moreover, as to certain facts material to the opinions expressed herein, we have relied upon the representations and warranties contained in the documents and certificates examined by us, including certificates provided to us by the Illinois Guarantor and governmental authorities. Without limiting the foregoing, our opinion rendered in numbered paragraph 1 regarding the valid existence and good standing of the Illinois Guarantor is based solely on the above-described good standing certificate and is given solely as of the date thereof.

In rendering the opinions set forth herein, we have assumed, without inquiry: (a) the genuineness of all signatures (including without limitation those of the Illinois Guarantor), the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as drafts or copies; and (b) the legal capacity of all natural persons executing any documents. We have further assumed that, when issued, any Illinois Subsidiary Guarantee will comply with all restrictions, if any, applicable to the Illinois Guarantor whether imposed by any agreement or instrument to which the Illinois Guarantor is a party or by which it is bound or any court or other governmental or regulatory body having jurisdiction over the Illinois Guarantor or otherwise.

Based upon the foregoing, but assuming no responsibility for the accuracy or the completeness of the data supplied by the Illinois Guarantor and subject to the qualifications, assumptions and limitations set forth herein, it is our opinion that:

- (1) The Illinois Guarantor is validly existing and in good standing under the laws of the State of Illinois;
-

Dycom Industries, Inc.
Dycom Investments, Inc.
August 27, 2020
Page 3

(2) The Illinois Guarantor has the necessary limited liability company power and authority to guarantee the Debt Securities in accordance with the terms of the Indentures and perform its obligations as Guarantor thereunder; and

(3) The Illinois Subsidiary Guarantees, upon being duly authorized by all necessary limited liability company action, executed by an authorized signatory and delivered in accordance with applicable law, will be validly authorized, executed and delivered for limited liability company-law purposes by the Illinois Guarantor.

We express no opinion concerning the laws of any jurisdiction other than the laws of the State of Illinois, in effect as of the date hereof. We express no opinion as to the laws of any other jurisdiction (including federal law) and no opinion regarding the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority or jurisdiction.

We express no opinion with respect to any specific legal issues other than those explicitly addressed herein. Without limiting the prior sentence, we express no opinion with respect to the Shelf Registration Statement, the Indentures, the Debt Securities, the Guarantees or any other securities that may be issued under the Shelf Registration Statement or as to the enforceability of any agreements, including, without limitation, the Indentures, the Debt Securities or the Guarantees.

We assume no obligation to advise you of any change in the foregoing subsequent to the date of this opinion (even though the change may affect the legal conclusion stated in this opinion letter).

We hereby consent to the filing of this opinion as an exhibit to the Shelf Registration Statement. In giving this consent, we do not thereby admit that we are included in the categories of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder. In addition, Shearman & Sterling LLP may rely on this opinion in connection with any legal opinion being rendered by the same on the date hereof with respect to the matters set forth herein.

Very truly yours,

/s/ Barack Ferrazzano Kirschbaum & Nagelberg LLP

BARACK FERRAZZANO KIRSCHBAUM & NAGELBERG LLP

SCHEDULE 1

Organizational Documents Reviewed

1. Articles of Organization of PTIL Construction, LLC filed July 2, 2015 with the Illinois Secretary of State, certified by the Illinois Secretary of State;
2. Articles of Merger of Professional Teleconcepts, Inc. and PTIL Construction, LLC filed July 27, 2015 with the Illinois Secretary of State, certified by the Illinois Secretary of State;
3. Agreement and Plan of Merger between Professional Teleconcepts, Inc. and PTIL Construction, LLC, dated July 20, 2015; and
4. Amended and Restated Agreement of Limited Liability Company of Professional Teleconcepts, LLC, dated as of July 27, 2015.

BROWN & BUNCH, PLLC
ATTORNEYS AND COUNSELORS AT LAW

CHARLES GORDON BROWN
gbrown@brownandbunch.com
WILLIAM W. BUNCH, III
bbunch@brownandbunch.net
LEANN NEASE BROWN
lnease@brownandbunch.com

101 North Columbia Street, Suite 100
Chapel Hill, North Carolina 27514
(919) 968-1111
Facsimile: (919) 968-1444

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, FL 33408

Re: Dycom Industries, Inc. and Dycom Investments, Inc. Automatic Shelf Registration Statement on Form S-3 filed August 27, 2020.

Ladies and Gentlemen:

We have acted as counsel to Globe Communications, LLC, a North Carolina limited liability company (the “North Carolina Guarantor”), in connection with the preparation and filing by Dycom Industries, Inc., a Florida corporation (the “Parent”), Dycom Investments, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company (“Dycom Investments”), and certain other subsidiaries of the Company (collectively, the “Subsidiaries,” and, together with the Parent, Dycom Investments and the North Carolina Guarantor, the “Registrants”) of an automatic shelf registration statement on Form S-3 (the “Shelf Registration Statement”) with the U.S. Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”) relating to the issuance and offering, from time to time, of, among other securities and instruments, (1) debt securities of the Parent (the “Parent Debt Securities”), (2) debt securities of Dycom Investments (the “Subsidiary Debt Securities” and, together with the Parent Debt Securities, the “Debt Securities”) and (3) guarantees of the Debt Securities (the “Subsidiary Guarantees”) by one or more of the Registrants (each a “Guarantor” and, collectively, the “Guarantors”), including, without limitation, the Subsidiary Guarantee pursuant to which the North Carolina Guarantor will guarantee the Debt Securities.

Pursuant to the prospectus forming a part of the Shelf Registration Statement (the “Prospectus”), the Parent and Dycom Investments propose to register the Debt Securities under the Securities Act as set forth in the Shelf Registration Statement and to be issued pursuant to one or more indentures among the Parent or Dycom Investments, respectively, the Guarantors, if any, and the trustee parties thereto, in the forms filed with the Commission as exhibits to the Registrants’ registration statement on Form S-3/A on May 18, 2011, which forms are incorporated by reference as exhibits to the Shelf Registration Statement (the “Indentures”).

In our capacity as counsel to the North Carolina Guarantor, we have reviewed originals or copies of the following documents:

(a) Shelf Registration Statement.

(b) Originals or copies of such other corporate records of the North Carolina Guarantor, certificates of public officials and of officers of the North Carolina Guarantor and agreements and other documents as we have deemed necessary as a basis for the opinions expressed below (the “Other Reviewed Documents”).

We have also examined originals or certified or other reasonably authenticated copies of such records, instruments and other documents as we have deemed necessary or appropriate for the purposes of this opinion. As to questions of fact material to our opinion, we have relied upon the representations made in the Shelf Registration Statement, the Other Reviewed Documents and Resolutions of the Board of Directors by Unanimous Written Consent in Lieu of Meeting of Globe Communications, LLC dated August 27, 2020.

We have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity to the originals of all documents submitted to and reviewed by us as copies.

The laws upon which our opinions are based upon and are limited to the laws of the State of North Carolina (hereinafter referred to as the “Laws”).

Based on the foregoing, and having regard for legal considerations that we deem relevant, we are of the following opinions:

1. The North Carolina Guarantor is an entity validly existing and in good standing under the laws of the State of North Carolina, which is the state of the North Carolina Guarantor’s organization.
2. The North Carolina Guarantor has the corporate power and capacity to guarantee the Debt Securities pursuant to the terms of the forms of Indentures identified above and to perform its obligations under the Subsidiary Guarantee.
3. The Subsidiary Guarantee of the North Carolina Guarantor, upon being duly authorized by all necessary corporate action, executed by an authorized signatory and delivered, will be validly authorized, executed and delivered for corporate law purposes by the North Carolina Guarantor.

We have not been asked to, and do not render any opinion with respect to, any matters except as expressly set forth above. The opinions expressed herein are limited to matters governed by the laws of the State of North Carolina. To the extent the Subsidiary Guarantee of the North

Carolina Guarantor is or may be governed by the laws of any state or sovereign other than North Carolina, including the United States of America, we offer no opinion. We express no opinion as to the accuracy, correctness or completeness of any statement in the Shelf Registration Statement. We express no opinion as to the enforceability of a Subsidiary Guarantee in conformity with its terms, other than as opined respecting valid authorization, execution and delivery for corporate purposes by the North Carolina Guarantor.

This opinion speaks only as of the date hereof and as of the earlier dates expressly addressed above. We expressly disclaim any responsibility to advise you of any development or circumstance of any kind, including any change of law or fact, that may occur after the date of this opinion letter that might affect the opinion expressed herein, whether or not brought to our attention.

We hereby consent to the filing of this opinion as an exhibit to the Shelf Registration Statement. In giving such consent, we do not hereby admit we are in the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations promulgated thereunder. Subject to the foregoing, this opinion letter is provided to you and may be relied upon by Shearman & Sterling LLP, New York, New York, as your legal counsel, and is for your benefit and for reliance of Shearman & Sterling LLP only in connection with the transaction referenced in the first paragraph. This opinion letter may not be used or relied on for any other purpose without our prior written consent.

BROWN & BUNCH, PLLC

By: /s/ Charles G. Brown
Charles G. Brown, Member/Manager

August 27, 2020

Texstar Enterprises, LLC
c/o Dycom Industries, Inc.
11780 U.S. Highway 1
Suite 600
Palm Beach Gardens, Florida 33408

Re: Registration Statement on Form S—3ASR

Ladies and Gentlemen:

We have acted as special Texas counsel to Texstar Enterprises, LLC, a Texas limited liability company (the “Guarantor”), in connection with a Registration Statement on Form S-3ASR (the “Registration Statement”) filed by Dycom Industries, Inc., a Florida corporation (the “Company”), Dycom Investments, Inc., a Delaware corporation (“Investments”), and certain subsidiaries of the Company, including the Guarantor (such subsidiaries, the “Subsidiaries,” and together with the Company and Investments, the “Registrants”) with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”). The Registration Statement relates to the offer and sale from time to time of an indeterminate number or amount of securities, including (a) senior debt securities of the Company (the “Company Senior Debt Securities”), (b) senior debt securities of Investments (the “Investments Senior Debt Securities,” and together with the Company Senior Debt Securities, the “Senior Debt Securities”), (c) subordinated debt securities of the Company (the “Company Subordinated Debt Securities”), (d) subordinated debt securities of Investments (the “Investments Subordinated Debt Securities,” and together with the Company Subordinated Debt Securities, the “Subordinated Debt Securities”) and (e) the guarantees to be issued by one or more of the Subsidiaries with respect to the Senior Debt Securities and the Subordinated Debt Securities (the “Guarantees,” and together with the Senior Debt Securities and the Subordinated Debt Securities, the “Securities”). The Securities will be issued pursuant to one or more indentures among the Company or Investments, as applicable, the Subsidiaries, if any, and the trustee parties thereto, in the forms filed with the Commission as exhibits to the Registrants’ registration statement on Form S-3/A on May 18, 2011, which forms are incorporated by reference as exhibits 4.5 and 4.6 to the Registration Statement (the “Indentures”).

We have examined such documents and have reviewed such questions of law as we have considered necessary or appropriate for the purposes of our opinions set forth below. In rendering our opinions set forth below, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies. We have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Guarantor, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements and instruments, that such agreements and instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements and instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to our opinions, we have relied upon certificates or

comparable documents of officers and other representatives of the Company, Investments and the Guarantor and of public officials.

Based on the foregoing, and assuming that (i) the Registration Statement and all amendments thereto (including post-effective amendments) will have become effective under the Securities Act and will continue to be so effective, (ii) a prospectus supplement to the prospectus contained in the Registration Statement, describing the Securities offered thereby, will have been prepared and filed with the Commission under the Securities Act (the "Prospectus Supplement"), (iii) all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the applicable prospectus supplement, (iv) the organizational documents of the Guarantor, each as amended as of the date hereof, will not have been amended from the date hereof in a manner that would affect the validity of our opinions set forth below, (v) all actions ("Guarantor Actions") with respect to Offered Guarantees (as defined below) and their issuance and sale in conformity with the applicable Indenture by the board of directors or the sole member, as applicable, of the Guarantor, a duly constituted and acting committee thereof or any officers of the Guarantor delegated such authority (such board of directors, sole member, committee or officers being referred to herein as a "Guarantor Board") will remain in effect and will not have been amended in a manner that would affect the validity of our opinions set forth below, and any Offered Guarantees will have been executed and delivered in accordance with the terms of such Guarantor Actions, (vi) none of the terms of any Security to be established subsequent to the date hereof, nor the issuance, sale or delivery of such Security, nor the compliance by the Guarantor with the terms of such Security, (a) will violate (1) any applicable law or (2) the organizational documents of the Guarantor or (b) will result in a violation or breach of (1) any provision of any instrument or agreement then binding upon the Guarantor or any of its assets or (2) any restriction imposed by any court or governmental body having jurisdiction over the Guarantor or any of its assets and (vi) any applicable purchase, underwriting or similar agreement, and any other applicable agreement with respect to any Securities offered or sold, will have been duly authorized and validly executed and delivered by the Guarantor, we are of the opinion that:

1. The Guarantor (a) is validly existing and in good standing as a limited liability company under the laws of the State of Texas, and (b) has the requisite limited liability company power and authority to execute and deliver a Guarantee under the Indentures, and to perform its obligations under such Guarantee.
 2. With respect to any Guarantees to be offered by the Guarantor pursuant to the Registration Statement (the "Offered Guarantees"), when (a) the Senior Debt Securities or the Subordinated Debt Securities, as applicable, have been duly issued, executed and delivered by the trustee in accordance with the terms of the applicable Indenture and delivered against payment therefore in the manner described in the Registration Statement and the Prospectus Supplement, (b) the Offered Guarantees have been executed and delivered by a representative of the Guarantor as authorized in a Guarantor Action and (c) the Offered Guarantees have been issued in accordance with the terms of the applicable Indenture and delivered in accordance with the applicable purchase, underwriting or similar agreement
-

Texstar Enterprises, LLC
c/o Dycom Industries, Inc.
11780 U.S. Highway 1
Suite 600
Palm Beach Gardens, Florida 33408
Page 3

approved by the Guarantor Board, then the Offered Guarantees will have been duly authorized, executed and delivered by all necessary actions on the part of the Guarantor.

Our opinions set forth in paragraph 2 above are subject to the defenses available to a guarantor under applicable law.

Our opinions expressed above are limited to the laws of the State of Texas.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. Shearman & Sterling LLP may rely on this opinion as to matters of Texas law in connection with any legal opinion by the same being rendered to the Commission as an exhibit to the Registration Statement on the date hereof.

Very truly yours,

/s/ Dorsey & Whitney LLP

LMK/RBH

Suite 1500
929 – 108th Avenue NE
Bellevue, WA 98004

425.646.6100 tel
425.646.6199 fax

www.dwt.com

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, FL 33408

Re: Locating, Inc.

Ladies and Gentlemen:

We have acted as local Washington State counsel to Locating, Inc., a Washington corporation ("Locating"), a subsidiary of Dycom Investments, Inc., a Delaware corporation ("Investments"), in connection with the preparation and filing by Dycom Industries, Inc. (the "Company"), Investments and certain other subsidiaries of the Company (the "Subsidiaries" and, together with the Company, Investments and Locating, the "Registrants"), of an automatic shelf registration statement on Form S-3ASR (the "Shelf Registration Statement") with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to the offering, from time to time, pursuant to Rule 415 under the Securities Act, of (i) debt securities of the Company (the "Company Debt Securities"), which may be senior or subordinated, (ii) debt securities of Investments (the "Investments Debt Securities" and, together with the Company Debt Securities, the "Debt Securities") which may be senior or subordinated, (iii) guarantees of the Debt Securities (the "Guarantees") by one or more of the Registrants (each a "Guarantor" and, collectively, the "Guarantors"), including, without limitation, the Guarantees pursuant to which Locating will be a Guarantor (the "Locating Guarantee"), (iv) common stock, par value \$0.33 1/3 per share, of the Company (the "Common Stock"), (v) preferred stock, par value \$1.00 per share, of the Company (the "Preferred Stock"), which may be issued as such or in the form of depositary shares (the "Depositary Shares") evidenced by depositary receipts issued against deposit of shares of Preferred Stock pursuant to a deposit agreement to be entered into between the Company and a bank or trust company selected by the Company (the "Depositary"), (vi) warrants to purchase Debt Securities, Preferred Stock, Depositary Shares, Common Stock, or any combination thereof (the "Warrants"), (vii) securities purchase contracts of the Company (the "Securities Purchase Contracts"), obligating the holders thereof to purchase from or sell to the Company, or the Company to sell to or purchase from such holders, shares of Common Stock, Preferred Stock, Depositary Shares or Debt Securities at a future date or dates and (viii) units of the Company consisting of one or more of Company Debt Securities, Common Stock, Preferred Stock, Depositary shares, Warrants or Securities Purchase Contracts (the "Units") and, together with the Debt Securities, the Guarantees, the

Common Stock, the Preferred Stock, the Depositary Shares, the Warrants and the Securities Purchase Contracts, the “Securities”).

The offering of the Securities will be as set forth in the prospectus forming a part of the Shelf Registration Statement (the “Prospectus”), as supplemented by one or more supplements to the Prospectus (each supplement, a “Prospectus Supplement”). The Debt Securities will be issued pursuant to one or more Indentures (the “Indentures”) among the Company or Investments, respectively, the Guarantors, if any, and the trustees parties thereto, forms of which were filed with the Securities and Exchange Commission as exhibits to the Registrants’ registration statement on Form S-3/A on May 18, 2011 and are incorporated by reference as exhibits to the Shelf Registration Statement.

This opinion letter is provided to you at the request of Locating.

The law covered by the opinions expressed herein is limited to the laws of the State of Washington and we disclaim any opinion as to the laws of any other jurisdiction. We do not express any opinion regarding the Securities Act or any federal laws or regulations or any “Blue Sky” securities laws of any state. We further do not express any opinion regarding tax laws and related regulations.

A. Documents and Matters Examined

In connection with this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, records, certificates and statements of government officials, officers and other representatives of the persons referred to therein, and such other documents as we have deemed relevant or necessary as the basis for the opinions herein expressed, including the following:

A-1 The Shelf Registration Statement;

A-2 Articles of Incorporation of Locating, dated February 16, 1984;

A-3 Bylaws of Locating, dated February 17, 1984;

A-4 Certificate of Existence/Authorization of Locating as issued by the Secretary of State of Washington dated August 26, 2020 (the “Washington Certificate”);

A-5 Resolutions of the Board of Directors of Locating by Unanimous Written Consent in Lieu of a Meeting dated August 27, 2020; and

A-6 A certificate of the Secretary of Locating dated August 27, 2020, relating to certain factual matters.

B. Assumptions

In rendering our opinions expressed below, we have assumed

B-1 The genuineness of all signatures;

B-2 The authenticity of the originals of the documents submitted to us;

B-3 The conformity to authentic originals of any documents submitted to us as copies;

B-4 That the Articles and Bylaws have not been amended or revoked since the dates thereof as stated in A-2 and A-3.

B-5 As to matters of fact, the truthfulness of the representations made in the Shelf Registration Statement and the included Prospectus, the Indentures, and in certificates of public officials and officers of the Company, Investments and Locating; and

B-6 That the Locating Guarantee, as issued and delivered, will comply with all restrictions, if any, applicable to Locating whether imposed by any agreement or instrument to which Locating is a party or by which it is bound or any court or other governmental or regulatory body having jurisdiction over Locating or otherwise.

We have not independently established the validity of the foregoing assumptions.

C. Opinions

Based on the foregoing examinations and assumptions and subject to the qualifications and exclusions stated below, we are of the opinion that:

C-1 Locating is a corporation validly existing under the laws of the State of Washington.

C-2 Locating has corporate power and authority to guarantee the Debt Securities pursuant to the terms of the Indentures and perform its obligations under the Locating Guarantee.

C-3 The Locating Guarantee, upon being duly authorized by all necessary corporate action, executed by an authorized signatory and delivered, will be validly authorized, executed and delivered for corporate law purposes by Locating.

D. Exclusions

We express no opinion as to the following:

D-1 The accuracy, correctness or completeness of any statement in the Shelf Registration Statement.

This opinion letter has been prepared, and is to be understood, in accordance with customary practice of lawyers who give and lawyers who regularly advise recipients regarding opinions of this kind, is limited to the matters expressly stated herein and is provided solely for purposes of complying with the requirements of the Shelf Registration Statement, and no opinions may be inferred or implied beyond the matters expressly stated herein. This opinion letter is delivered only as of its date and without any undertaking to advise you of any changes of law or fact that occur after the date of this opinion letter even though the changes may affect the legal analysis, a legal conclusion or information confirmed in this opinion letter.

In rendering its opinion, Shearman & Sterling LLP may rely upon this opinion as to matters of the laws of the State of Washington addressed herein as if this opinion were addressed directly to them.

We hereby consent to the filing of this opinion as an exhibit to the Shelf Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ Davis Wright Tremaine LLP



August 27, 2020

TelCom Construction, LLC
c/o Dycom Industries, Inc.
111780 U.S. Highway 1
Suite 600
Palm Beach Gardens, Florida 33408

Re: Registration Statement on Form S-3ASR

Ladies and Gentlemen:

We have acted as special Minnesota counsel to TelCom Construction, LLC (the "Guarantor") in connection with a Registration Statement on Form S-3ASR (the "Registration Statement") filed by Dycom Industries, Inc., a Florida corporation (the "Company"), Dycom Investments, Inc., a Delaware corporation ("Investments") and certain subsidiaries of the Company including the Guarantor (the "Subsidiaries" and together with the Company and Investments the "Registrants") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the offer and sale from time to time of an indeterminate number or amount of securities, including (a) senior debt securities of the Company (the "Company Senior Debt Securities"), (b) senior debt securities of Investments (the "Investments Senior Debt Securities" and, together with the Company Senior Debt Securities, the "Senior Debt Securities"), (c) subordinated debt securities of the Company (the "Company Subordinated Debt Securities"), (d) the subordinated debt securities of Investments (the "Investments Debt Securities" together with the Company Subordinated Debt Securities, (the "Subordinated Debt Securities") and (e) the guarantees to be issued by one or more of the Subsidiaries with respect to the Senior Debt Securities and the Subordinated Debt Securities (the "Guarantees" and together with the Senior Debt Securities and Subordinated Debt Securities, the "Securities"). The Securities will be issued pursuant to one or more indentures among the Company or Investments, as applicable, the Subsidiaries, if any, and the trustee parties thereto, in the forms filed with the Commission as exhibits to the Registrants' registration statement on Form S-3/A on May 18, 2011, which forms are incorporated by reference as exhibits 4.5 and 4.6 to the Registration Statement (the "Indentures").

We have examined such documents and have reviewed such questions of law as we have considered necessary or appropriate for the purposes of our opinions set forth below. In rendering our opinions set forth below, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies. We have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Guarantor, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements and instruments, that such agreements and instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements and instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to our opinions, we have relied upon certificates or comparable documents of officers and other representatives of the Company, Investments and the Guarantor and of public officials.

Based on the foregoing, and assuming that (i) the Registration Statement and all amendments thereto (including post-effective amendments) will have become effective under the Securities Act and will continue to be so effective, (ii) a prospectus supplement to the prospectus contained in the Registration Statement, describing the Securities offered thereby, will have been prepared and filed with the Commission under the Securities Act (the "Prospectus Supplement"), (iii) all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the applicable prospectus supplement, (iv) the organizational documents of the Guarantor, as amended as of the date hereof, will not have been amended from the date hereof in a manner that would affect the validity of our opinions set forth below, (v) all actions ("Guarantor Actions") with respect to Offered Guarantees (as defined below) and their issuance and sale in conformity with the applicable Indenture by the board of directors of the Guarantor, a duly constituted and acting committee thereof or any officers of the Guarantor delegated such authority (such board of directors, committee or officers being referred to herein as the "Guarantor Board") will remain in effect and will not have been amended in a manner that would affect the validity of our opinions set forth below, and any Offered Guarantees will have been executed and delivered in accordance with the terms of such Guarantor Actions, (vi) none of the terms of any Security to be established subsequent to the date hereof, nor the issuance, sale or delivery of such Security, nor the compliance by the Guarantor with the terms of such Security, (a) will violate (1) any applicable law or (2) the binding upon the Guarantor or any of its assets or (b) will result in a violation or breach of (1) any provision of any instrument or agreement then binding upon the Guarantor or any of its assets or (2) any restriction imposed by any court or governmental body having jurisdiction over the Guarantor or any of its assets and (vii) any applicable purchase, underwriting or similar agreement, and any other applicable agreement with respect to any Securities offered or sold, will have been duly authorized and validly executed and delivered by the Guarantor, we are of the opinion that:

1. The Guarantor (a) is existing and in good standing as a limited liability company under the laws of the State of Minnesota, and (b) has the requisite limited liability company power and authority to execute and deliver a Guarantee under the Indentures, and to perform its obligations under such Guarantee.
2. With respect to any Guarantees to be offered by the Guarantor pursuant to the Registration Statement (the "Offered Guarantees"), when (a) the Senior Debt Securities or Subordinated Debt Securities have been duly authorized, issued, executed and delivered by the Company or Investments, as applicable, and authenticated by the trustee in accordance with the terms of the applicable Indenture and delivered against payment therefore in the manner described in the Registration Statement and the Prospectus Supplement, (b) the Offered Guarantees have been executed and delivered by a representative of the Guarantor as authorized in a Guarantor Action and (c) the Offered Guarantees have been issued in accordance with the terms of the applicable Indenture and delivered in accordance with the applicable purchase, underwriting or similar agreement approved by the Guarantor Board, then the Offered Guarantees will have been duly authorized, executed and delivered by all necessary actions on the part of the Guarantor.

Our opinions set forth in paragraph 2 above are subject to the defenses available to a guarantor under applicable law.

Our opinions expressed above are limited to the laws of the State of Minnesota.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. Shearman & Sterling LLP may rely on this opinion as to matters of Minnesota law in connection with any legal opinion by the same being rendered to the Commission as an exhibit to the Registration Statement on the date hereof.

Very truly yours,

/s/ Dorsey & Whitney LLP

JBA/GLT

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408

RE: That certain automatic shelf registration statement on Form S-3ASR, as amended from time to time (the "Registration Statement"), made by, among others, Dycom Industries, Inc., a Florida corporation ("Dycom") and Dycom Investments, Inc., a Delaware corporation (the "Company"), as filed with the United States Securities and Exchange Commission ("SEC") under the Securities Act of 1933, as amended (the "Securities Act")

Ladies and Gentlemen:

We have been asked to render a legal opinion, as special counsel in the State of Arizona (the "State") to Pauley Construction, LLC, an Arizona limited liability company ("Subsidiary"), in connection with the preparation and filing by Dycom, the Company, and certain other subsidiaries of the Company (collectively, the "subsidiaries," and, together with Dycom, the Company and the Subsidiary, the "Registrants") of the Registration Statement with the SEC under the Securities Act relating to the issuance and offering, from time to time, of, among other securities and instruments, (1) debt securities of Dycom (the "Dycom Debt Securities"), (2) debt securities of the Company (the "Company Debt Securities" and, together with the Dycom Debt Securities, the "Debt Securities") and (3) guarantees of the Debt Securities (the "Guarantees") by one or more of the Registrants (each a "Guarantor" and, collectively, the "Guarantors"), including, without limitation, the Guarantees pursuant to which the Subsidiary will be Guarantor (the "Subsidiary Guarantee").

Pursuant to the prospectus forming a part of the Registration Statement (the "Prospectus"), Dycom and the Company propose to register the Debt Securities under the Securities Act as set forth in the Registration Statement and to be issued pursuant to one or more Indentures (the "Indentures") among Dycom or the Company, respectively, the Guarantors, if any, and the trustees parties thereto, forms of which were filed with the Commission as exhibits to the Registrants' registration statement on Form S-3/A on May 18, 2011 and are incorporated by reference as exhibits to the Registration Statement.

Unless otherwise defined herein or unless the context requires otherwise, capitalized terms defined in the Registration Statement and Prospectus shall have the same meaning when used herein.

In connection with rendering our opinion, we have examined the following documents:

- a. The Registration Statement;
- b. The Prospectus; and
- c. The Indentures, containing the form of the Subsidiary Guarantee to be issued by the Subsidiary.

The Registration Statement, Prospectus and Indentures are herein collectively referred to as the “Documents.” We have been retained by Subsidiary to review the Documents only for the purpose of rendering the opinions contained herein.

As to certain matters of fact bearing upon the opinions expressed herein, we have reviewed and relied on:

- (i) Articles of Organization of Subsidiary dated April 21, 2016, as filed with the State of Arizona, Office of the Corporation Commission, on April 28, 2016 (the “Articles”);
- (ii) Agreement of Limited Liability Company of Subsidiary dated April 23, 2016 (the “Agreement”);
- (iii) Certificate of Good Standing for Subsidiary issued on August 21, 2020, by the State of Arizona, Office of the Corporation Commission (“Good Standing Certificate”); and
- (iv) Resolutions of the Board of Directors of Subsidiary dated August 27, 2020 (“Board Resolutions”).

The Articles, Agreement, Good Standing Certificate and Board Resolutions are herein collectively referred to as the “Authority Documents.”

In rendering the opinions expressed herein, we have assumed the following:

- (a) The representations and warranties and other statements contained in the Registration Statement, Prospectus and Authority Documents are true, correct and complete as to all matters of fact;
- (b) The Registration Statement and Prospectus contain all disclosures of fact in a true and accurate manner as required by any Federal or state law;
- (c) The Registration Statement and Prospectus have been duly authorized and accepted by the parties thereto, other than Subsidiary;

(d) The validity and enforceability of the Registration Statement and Prospectus are not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders; (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities; or (iv) bankruptcy, insolvency, reorganization, arrangement, moratorium and other similar laws relating to or affecting the rights of creditors generally;

(e) There are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Registration Statement or Prospectus;

(f) The Articles and Agreement have not been amended, modified or rescinded, are in full force and effect as of the date hereof and are the only effective Articles and Agreement adopted by the Subsidiary and no action has been taken, whether by oral or written statements or agreements, by Subsidiary or any of its members, directors or officers to effect or authorize any amendment, modification supplement, termination, or restatement of the Articles or the Agreement;

(g) The Board Resolutions have not been amended, modified or rescinded, are in full force and effect as of the date hereof and are the only effective Board Resolutions adopted by the Subsidiary authorizing the actions described therein;

(h) The issuance of the Indentures and Subsidiary Guarantee has been duly authorized and approved by the Board of Directors of Dycom and/or the Company and/or their respective authorized finance committee;

(i) Purchasers will receive no interest, charges, fees or other benefits or compensation in the nature of interest in connection with the transaction except those that Dycom, the Company and/or Subsidiary have agreed in writing in the Registration Statement, Prospectus or any other instrument issued pursuant thereto, to pay;

(j) All signatures by the parties, including Subsidiary, to the Documents and Authority Documents are genuine; all Documents and Authority Documents submitted to us as originals are authentic; and all Documents and Authority Documents submitted to us as conformed, photographic or electronic copies conform to the original documents;

(k) Subsidiary has paid all income taxes, fines, jeopardy on fraud assessments and interest due from it and payable to the State; and

(l) As it relates to Subsidiary, the consideration for the Subsidiary Guarantee is sufficient and adequate consideration, and reasonable equivalent value has been given.

Based upon the foregoing assumptions and subject to the qualifications hereinafter set forth, it is our opinion that, as of the date hereof:

1. Based solely on the Authority Documents, Subsidiary is a limited liability company duly formed, validly existing and in good standing under the laws of the State.

2. Subsidiary has the requisite entity power to guarantee the Debt Securities pursuant to the terms of the Indentures and perform its obligations under the Subsidiary Guarantees.

3. The execution by Subsidiary of the Registration Statement has been duly authorized by all requisite entity action of Subsidiary. The Registration Statement has been duly executed and delivered by Subsidiary.

4. Upon being duly authorized by all necessary entity action, executed by an authorized signatory and delivered by Subsidiary, the Subsidiary Guarantee will be duly authorized, executed and delivered for State limited liability company law purposes.

We express no opinion as to the following matters:

A. The truth or accuracy of the factual statements contained in the Documents;

B. The authority of Subsidiary to execute and deliver, or the validity or enforceability of, any Federal or State registration to be made by Subsidiary upon the issuance of any securities described in the Registration Statement or Prospectus; or

C. The validity and enforceability of the Indentures, the Subsidiary Guarantee or any indenture or guaranty as may be issued as described in the Registration Statement or Prospectus or the validity and enforceability of the indemnification provisions in the Agreement.

The Documents indicate they are to be governed by the laws other than those of the State. We have no knowledge of those laws and express no opinion thereon. We are qualified to practice law in the State and we do not purport to be experts on, or to express any opinion herein concerning, any matter governed by the laws of any jurisdiction other than the laws of the State, except that we express no opinion as to the application or effect of any state securities or anti-trust laws, rules or regulations on or to the transaction. With respect to such law, our opinions are as to what the law is or might reasonably be expected to be at the date hereof, and we assume no obligation to revise or supplement this opinion due to any change in the law by legislative action, judicial decision or otherwise. Furthermore, nothing in this letter is intended to, and this letter shall not be deemed to, create any obligation on the part of this firm to undertake or assume any responsibility or obligation to file or record any documents, file any continuation statements, prepare or file any amendments or modifications, or take any steps or actions whatsoever after the date of this letter.

We do not render any opinion with respect to any matters other than those expressly set forth above. We are furnishing this opinion to you and your successor and assigns, and it may be relied upon by Shearman & Sterling LLP, as your legal counsel, in connection with the filing of the Registration Statement, and we hereby consent to the filing of this letter as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are in the

category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations promulgated thereunder.

Except as otherwise provided in the immediately preceding paragraph, this opinion may not be otherwise reproduced, quoted in whole or in part, filed publicly, or circulated, or relied upon, for any other purpose nor used in connection with any other transaction without our prior written consent.

Sincerely,

FENNEMORE CRAIG, P.C.

/s/ Cathy L. Reece

CREECE/SEFIRD/JKRAMER

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408

Re: Each of the Entities Listed on Schedule A Attached Hereto

Ladies and Gentlemen:

At your request, we have acted as special Delaware counsel for the limited purpose of rendering opinions as to matters of Delaware law with respect to each of the Delaware corporations and the Delaware limited liability companies listed on Schedule A attached hereto (collectively, the **"Delaware Subsidiaries"** and individually, a **"Delaware Subsidiary"**) in connection with the filing by Dycom Industries, Inc. (the **"Company"**), Dycom Investments, Inc. (**"Investments"**), and certain other subsidiaries of the Company, including the Delaware Subsidiaries, (collectively, the **"Subsidiaries,"** and, collectively with the Company and Investments, the **"Registrants"**) of a Form S-3 Automatic Shelf Registration Statement with the United States Securities and Exchange Commission on August 27, 2020 pursuant to the Securities Act of 1933, as amended (the **"Registration Statement"**) relating to the issuance and offering, from time to time, of, among other securities and instruments, (1) debt securities of the Company (the **"Company Debt Securities"**), (2) debt securities of Investments (the **"Subsidiary Debt Securities"** and, together with the Company Debt Securities, the **"Debt Securities"**) and (3) guarantees of the Debt Securities (the **"Guarantees"**) by one or more of the Registrants (each a **"Guarantor"** and, collectively, the **"Guarantors"**), including, without limitation, the Guarantees pursuant to which the Delaware Subsidiaries will be Guarantors (the **"Subsidiary Guarantees"**).

Pursuant to the prospectus forming a part of the Registration Statement (the **"Prospectus"**), the Company and Investments propose to register the Debt Securities under the Securities Act of 1933, as amended, as set forth in the Registration Statement and to be issued pursuant to one or more Indentures (the **"Indentures"**) among the Company or Investments, respectively, the Guarantors, if any, and the trustees parties thereto, forms of which were filed with the United States Securities and Exchange Commission as exhibits to their registration statement on Form S-3/A on May 18, 2011 and are incorporated by reference as exhibits to the Registration Statement.

For purposes of giving the opinions hereinafter set forth, we have examined:

1. A certified copy of the Certificate of Incorporation of each Delaware Subsidiary that is a Delaware corporation on the date hereof (each, a **"Corporation"**), as filed with the Office of the Secretary of State of the State of Delaware (the **"Secretary of State"**) on the date

K&L GATES LLP
600 N. KING STREET SUITE 901 WILMINGTON DE 19801
T +1 302 416 7000 F +1 302 416 7020 kl gates.com

set forth opposite such Corporation's name on Schedule B attached hereto (as to each such Corporation, its "**Original Certificate of Incorporation**");

2. A certified copy of any amendment to, or restatement of, the Original Certificate of Incorporation of any Corporation as set forth opposite such Corporation's name on Schedule B attached hereto;
3. The By-laws for each Corporation, as in effect on the date hereof;
4. A certified copy of the Certificate of Formation of each Delaware Subsidiary that is a Delaware limited liability company on the date hereof (each, an "**LLC**"), as filed with the Secretary of State on the date set forth opposite such LLC's name on Schedule C attached hereto (as to each such LLC, its "**Original Certificate of Formation**");
5. A certified copy of any amendment to, or restatement of, the Original Certificate of Formation of any LLC as set forth opposite such LLC's name on Schedule C attached hereto;
6. The Limited Liability Company Agreement of each LLC, as in effect on the date hereof;
7. The Instrument of Transfer and Conveyance, dated as of March 31, 2003, by the trustees of Arguss Communications Group transferring the sole limited liability company interest in each of TCS Communications, LLC, Underground Specialties, LLC, and White Mountain Cable Construction, LLC;
8. The Assignment Agreement, dated as of March 31, 2003, by and between Investments and Globe Communications of North Carolina, LLC, transferring the sole limited liability company interest in Triple-D Communications, LLC;
9. The Assignment and Assumption of Limited Liability Company Interests, dated as of December 3, 2012, by and between InfraSource FI, LLC ("**InfraSource**") and PBG Acquisition III, LLC ("**PBG**"), transferring the sole limited liability company interest in Blair Park Services, LLC;
10. The Assignment and Assumption of Limited Liability Company Interests, dated as of December 3, 2012, by and between InfraSource and PBG, transferring the sole limited liability company interest in Parkside Utility Construction, LLC (f/k/a InfraSource Telecommunication Services, LLC);
11. The Assignment and Assumption of Limited Liability Company Interests, dated as of December 3, 2012, by and between Spalj Construction Company ("**Spalj**") and PBG, transferring the sole limited liability company interest in Tjader & Highstrom Utility Services, LLC (f/k/a Tjader, L.L.C.) ("**Tjader**");
12. The Assignment and Assumption of Limited Liability Company Interests, effective as of December 3, 2012, by and between Spalj and PBG, transferring the sole limited liability company interest in Tjader;

13. Resolutions of the Board of Directors of each Delaware Subsidiary approving, among other things, its execution, delivery and performance of the Registration Statement and authorizing the future issuance of the Subsidiary Guarantee to which it is a party, to guarantee the Debt Securities issued pursuant to the Indentures (as to each such Delaware Subsidiary, its **"Resolutions"**);
14. Certificates, dated as of August 27, 2020, certifying as to, among other things, certain organizational documents of each Delaware Subsidiary, the authorizing resolutions of the Board of Directors of such Delaware Subsidiary, and certain other factual matters stated therein (each, an **"Officer Certificate"**);
15. A Certificate of Good Standing for each Delaware Subsidiary, dated August 26, 2020, obtained from the Secretary of State;
16. The Registration Statement; and
17. The Indentures.

The documents referred to in (1) through (3) above are collectively referred to with respect to each Corporation as the **"Corporation Organizational Documents."** The documents referred to in (4) through (12) above are collectively referred to with respect to each LLC as the **"LLC Organizational Documents."** The documents referred to in (7) through (12) above are collectively referred to as the **"Assignment Agreements."** The documents referred to in (6) through (12), (16) and (17) above are collectively referred to as the **"Agreements"** and individually as an **"Agreement."**

For purposes of this opinion we have not reviewed any documents other than the documents listed in (1) through (17) above. In particular, we have not conducted any independent investigation beyond our review of the documents listed in (1) through (17) above, and we have not reviewed any document (other than the documents listed in (1) through (17) above) that is referred to or incorporated by reference into the documents reviewed by us. Moreover, as to certain facts material to the opinions expressed herein, we have relied upon the representations and warranties contained in the documents and certificates examined by us.

Based upon the foregoing, and upon an examination of such questions of law of the State of Delaware as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

- A. Each Corporation (a) is validly existing and in good standing as a corporation under the laws of the State of Delaware, and (b) has the requisite corporate power and authority to execute and deliver the Subsidiary Guarantee to which it is a party, to guarantee the Debt Securities issued pursuant to the terms of the Indentures, and to perform its obligations under such Subsidiary Guarantee.
- B. Each LLC (a) is validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and (b) has the requisite limited liability company power and authority to execute and deliver the Subsidiary Guarantee to which it is a party, to guarantee the Debt Securities issued pursuant to the terms of the Indentures, and to perform its obligations under such Subsidiary Guarantee.

- C. The execution and delivery by each Delaware Subsidiary of the Subsidiary Guarantee to which it is a party, to guarantee the Debt Securities issued pursuant to the terms of the Indentures, and the performance by such Delaware Subsidiary of its obligations under such Subsidiary Guarantee have been duly authorized by all necessary corporate or limited liability company action, as applicable, on behalf of such Delaware Subsidiary.
- D. Each Delaware Subsidiary (a) will have duly executed the Subsidiary Guarantee to which it is a party upon the execution of such Subsidiary Guarantee by a Designated Officer (as defined in such Delaware Subsidiary's Resolutions) on behalf of such Delaware Subsidiary, and, (b) assuming its presentation of such Subsidiary Guarantee to the other parties thereto with no conditions, express or implied, regarding the effect of such presentation, will have duly delivered such Subsidiary Guarantee.

All of the foregoing opinions contained herein are subject to the following assumptions, qualifications, limitations and exceptions:

- a. The foregoing opinions are limited to the laws of the State of Delaware presently in effect, excluding the securities provisions thereof. We have not considered and express no opinion on the laws of any other jurisdiction, including, without limitation, federal laws and rules and regulations relating thereto.
- b. We have assumed that any amendment or restatement of any document reviewed by us has been accomplished in accordance with, and was permitted by, the relevant provisions of applicable law and the relevant provisions of such document prior to its amendment or restatement from time to time. We also have assumed the legal capacity of any natural persons who are signatories to any of the documents examined by us.
- c. We have assumed that all signatures on documents examined by us are genuine, that all documents submitted to us as originals are authentic and that all documents submitted to us as copies conform to the originals.
- d. We have assumed that each Agreement constitutes the legal, valid, binding and enforceable obligation of each of the parties thereto under the stated law of governance thereof.
- e. We have assumed that each statement in each Officer Certificate was true and complete when made and remains true and complete as of the date hereof.
- f. Except as expressly set forth above, we express no opinion on any document that is referred to or incorporated by reference into the documents reviewed by us.
- g. This opinion is limited to (i) the present laws of the State of Delaware, (ii) present judicial interpretations of the matters described in clause (i), and (iii) the facts as they currently exist. We assume no obligation to revise or supplement this opinion if any applicable laws change after the date of this opinion by legislative action, judicial decision, or otherwise, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

We consent to the filing of this opinion letter with the United States Securities and Exchange Commission as an exhibit to the Registration Statement. In giving the foregoing consent, we do not thereby admit that we come within the category of persons whose consent is required under

Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the United States Securities and Exchange Commission thereunder. In addition, Shearman & Sterling LLP may rely on this opinion in connection with any legal opinion being rendered by the same on the date hereof with respect to the matters set forth herein.

Very truly yours,

/s/ K&L Gates LLP

Schedule A

AnSCO & Associates, LLC

Apex Digital, LLC

Atlantic Communications Services, LLC

Blair Park Services, LLC

Broadband Express, LLC

Broadband Installation Services, LLC

C-2 Utility Contractors, LLC

CableCom, LLC

Cavo Broadband Communications, LLC

CCLC, Inc.

Communications Construction Group, LLC

Dycom Capital Management, Inc.

Dycom Corporate Identity, Inc.

Dycom Identity, LLC

Dycom Investments, Inc.

Ervin Cable Construction, LLC

Fiber Technologies Solutions, LLC

Golden State Utility Co.

Ivy H. Smith Company, LLC

Kanaan Communications, LLC

Lambert's Cable Splicing Company, LLC

Midtown Express, LLC

Nichols Construction, LLC

Niels Fugal Sons Company, LLC

North Sky Communications, LLC

OSP Services, LLC

Parkside Site & Utility Company Corporation

Parkside Utility Construction, LLC

Precision Valley Communications of Vermont, LLC

Prince Telecom, LLC

RJE Telecom, LLC

Spectrum Wireless Solutions, LLC

Star Construction, LLC

Stevens Communications, LLC

TCS Communications, LLC

Tesinc, LLC

Tjader & Highstrom Utility Services, LLC

Triple-D Communications, LLC

Underground Specialties, LLC

VCI Construction, LLC

VCI Utility Services, LLC

VCI Utility Services Holdings, LLC

White Mountain Cable Construction, LLC

Schedule B

Corporation Name	Date of Filing of Original Certificate of Incorporation	Amendments to or Restatements of the Original Certificate of Incorporation and the Dates of Filing Thereof
CCLC, Inc.	February 16, 2000	Certificate of Change of Registered Agent filed November 22, 2002 Certificate of Change of Registered Agent filed January 3, 2013
Dycom Capital Management, Inc.	November 15, 2002	Certificate of Change of Registered Agent filed December 3, 2003
Dycom Corporate Identity, Inc.	November 15, 2002	Certificate of Change of Registered Agent filed December 3, 2003
Dycom Investments, Inc.	November 15, 2002	Certificate of Change of Registered Agent filed December 3, 2003 Certificate of Merger filed July 30, 2004 Certificate of Merger filed July 23, 2015
Golden State Utility Co.	April 3, 1998	Certificate of Merger filed April 15, 1998 Certificate of Change of Registered Agent filed November 27, 2002 Certificate of Merger filed December 31, 2003 Certificate of Correction filed February 3, 2005 Certificate of Correction filed February 9, 2005 Certificate of Change of

		Registered Agent filed January 3, 2013
Parkside Site & Utility Company Corporation	July 26, 1999	Certificate of Merger filed December 20, 2000 Certificate of Change of Registered Agent filed November 27, 2002 Certificate of Change of Registered Agent filed January 3, 2013

Schedule C

LLC Name	Date of Filing of Original Certificate of Formation	Amendments to or Restatements of the Original Certificate of Formation and the Dates of Filing Thereof
Ansco & Associates, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger, filed March 31, 2003
Apex Digital, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed March 31, 2003 Certificate of Merger filed November 7, 2008
Atlantic Communications Services, LLC	December 27, 2005	Corrected Certificate of Formation filed February 17, 2006
Blair Park Services, LLC	September 18, 2006	Certificate of Merger, filed December 28, 2006 Certificate of Amendment filed October 10, 2007 Certificate of Change of Registered Agent filed January 3, 2013
Broadband Express, LLC	September 12, 2008 (Simultaneously with the filing of a Certificate of Conversion)	
Broadband Installation Services, LLC	September 12, 2008 (Simultaneously with the filing of a Certificate of Conversion)	
C-2 Utility Contractors, LLC	December 11, 2002	Certificate of Merger filed March 31, 2003 Certificate of Merger filed June 20, 2014

CableCom, LLC	December 11, 2002	Certificate of Merger filed December 29, 2003 Certificate of Merger filed September 25, 2015
Cavo Broadband Communications, LLC	March 15, 2007	Certificate of Amendment filed April 13, 2007
Communications Construction Group, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed March 31, 2003 Certificate of Merger filed July 29, 2013
Dycom Identity, LLC	March 21, 2003	
Ervin Cable Construction, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed March 28, 2003
Fiber Technologies Solutions, LLC	September 18, 2014	
Ivy H. Smith Company, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed December 29, 2003
Kanaan Communications, LLC	November 10, 2011	
Lambert's Cable Splicing Company, LLC	December 11, 2002	Certificate of Merger filed March 31, 2003 Certificate of Amendment filed December 16, 2005 Certificate of Merger filed November 7, 2008 Certificate of Merger filed December 24, 2014 Certificate of Merger filed July

		23, 2015
Midtown Express, LLC	September 12, 2008 (Simultaneously with the filing of a Certificate of Conversion)	
Nichols Construction, LLC	December 11, 2002	Certificate of Merger filed March 31, 2003
Niels Fugal Sons Company, LLC	December 11, 2002	Certificate of Merger filed March 31, 2003 Certificate of Merger filed December 23, 2014
North Sky Communications, LLC	October 24, 2015 (Simultaneously with the filing of a Certificate of Conversion)	
OSP Services, LLC	August 4, 2004	Certificate of Amendment filed September 15, 2004
Parkside Utility Construction, LLC	December 14, 2007	Certificate of Change of Registered Agent filed January 3, 2013 Certificate of Ownership and Merger filed January 29, 2013
Precision Valley Communications of Vermont, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed March 31, 2003
Prince Telecom, LLC	September 12, 2008 (Simultaneously with the filing of a Certificate of Conversion)	Certificate of Merger filed January 23, 2015
RJE Telecom, LLC	August 5, 2004	Amended & Restated Certificate of Formation filed August 6, 2004 Certificate of Amendment filed September 15, 2004 Certificate of Merger filed July 29, 2013

Spectrum Wireless Solutions, LLC	August 28, 2015 (Simultaneously with the filing of a Certificate of Conversion)	
Star Construction, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed March 31, 2003 Certificate of Merger filed November 21, 2014
Stevens Communications, LLC	December 11, 2002	Certificate of Merger filed March 31, 2003
TCS Communications, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003
Tesinc, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed April 23, 2004 Certificate of Merger filed June 20, 2014
Tjader & Highstrom Utility Services, LLC	July 6, 2000	Certificate of Amendment filed November 27, 2002 Certificate of Change of Registered Agent filed January 3, 2013 Amended and Restated Certificate of Formation filed October 27, 2014 Certificate of Merger filed January 23, 2015 Certificate of Merger filed April 27, 2015
Triple-D Communications, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed March 31, 2003

Underground Specialties, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed July 29, 2013
VCI Construction, LLC	August 28, 2015 (Simultaneously with the filing of a Certificate of Conversion)	
VCI Utility Services, LLC	April 21, 2016 (Simultaneously with the filing of a Certificate of Conversion)	
VCI Utility Services Holdings, LLC	March 12, 2013	
White Mountain Cable Construction, LLC	November 15, 2002	Certificate of Amendment filed January 23, 2003 Certificate of Merger filed May 6, 2016

August 27, 2020

Dycom Investments, Inc.
11780 U.S. Highway 1, Suite 600
Palm Beach Gardens, Florida 33408

19940.0007

Re: Dycom Investments, Inc.

Ladies and Gentlemen:

We have acted as special Louisiana counsel to Point to Point Communications, Inc., a Louisiana corporation (the “Company”), in connection with the filing by Dycom Industries, Inc., a Florida corporation (the “Parent”), Dycom Investments, Inc., a Delaware corporation (“Investments”), and certain other subsidiaries of the Parent (collectively, the “Subsidiary Guarantors,” and, together with the Parent, Investments and the Company, the “Guarantors”) of an automatic shelf registration statement on Form S-3 (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Act”), with the Securities and Exchange Commission (the “Commission”) on the date hereof.

In our capacity as special Louisiana counsel to the Company, we have reviewed originals or copies of the following documents:

- (a) the Registration Statement;
 - (b) the Articles of Incorporation of the Company, including all amendments thereto on file with the Secretary of State of the State of Louisiana, certified by the Secretary of State of the State of Louisiana, as in effect on August 20, 2020;
 - (c) the By-Laws of the Company;
 - (d) resolutions of the Board of Directors of the Company adopted by Unanimous Consent, dated as of August 27, 2020; and
-

- (e) a certificate from the Secretary of State of the State of Louisiana dated August 20, 2020 as to the good standing of the Company under the laws of the State of Louisiana.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates of public officials, certificates of officers or other representatives of the Company and others, and such other documents, certificates and records, as we have deemed necessary or appropriate as a basis for the opinions set forth herein. As to any facts material to the opinions and statements expressed herein that we did not independently establish or verify, we have relied, to the extent we deem appropriate, upon statements, representations and certifications of officers and other representatives of the Company, and statements and certifications of public officials and others.

In rendering the opinions expressed below, we have assumed:

- (i) The genuineness of all signatures and the legal capacity of all natural persons.
- (ii) The authenticity of the originals of the documents submitted to us.
- (iii) The conformity to authentic originals of any documents submitted to us as copies.
- (iv) As to matters of fact, the truthfulness of the representations made or otherwise incorporated in the Registration Statement and representations and statements made in certificates of public officials and officers of the Company.
- (v) That the guarantee by the Company of Investments and Parent's debt securities registered under the Registration Statement (the "Guarantee"), as issued and delivered, will comply with all restrictions, if any, applicable to the Company whether imposed by any agreement or instrument to which the Company is a party or by which it is bound or any court or other governmental or regulatory body having jurisdiction over the Company or otherwise.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. The Company is validly existing as a corporation and in good standing under the laws of the State of Louisiana.
 2. The Company has the power to execute, deliver and perform, and has taken all corporate action necessary to authorize the execution, delivery and performance of, its obligations under the Guarantee.
-

Our opinions expressed above are subject to the following qualification: our opinions are limited to the applicable laws of the State of Louisiana, and we do not express any opinion herein concerning any other law.

This opinion letter is rendered to you in connection with the Registration Statement, and may be relied upon by Shearman & Sterling LLP in connection with or as support for its opinions rendered in connection with the Registration Statement. This opinion letter may not be relied upon by you for any other purpose without our prior written consent.

This opinion letter speaks only as of the date hereof. We expressly disclaim any responsibility to advise you of any development or circumstance of any kind, including any change of law or fact, that may occur after the date of this opinion letter that might affect the opinions expressed herein.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act and the rules and regulations promulgated thereunder.

Very truly yours,

/s/ Liskow & Lewis,
Liskow & Lewis,
A Professional Law Corporation

August 27, 2020

Dycom Industries, Inc.
Dycom Investments, Inc.
11780 US Highway 1, Suite 600
Palm Beach Gardens, FL 33408

Re: That certain Automatic Registration Statement on Form S-3 as amended from time-to-time (the "Registration Statement") made by Dycom Industries, Inc. (the "Company"), a Florida corporation, Dycom Investments, Inc. ("Investments"), a Delaware corporation, and certain subsidiaries of the Company (collectively, the "Subsidiaries," and, together with the Company and Investments, the "Registrants") as filed with the United States Securities and Exchange Commission ("SEC") under the Securities Act of 1933, as amended ("the Securities Act") relating to the issuance of securities, including but not limited to, senior and subordinated debt securities by the Company and/or Investments (the "Debt Securities"), and guarantees of the Debt Securities (the "Guarantees") on an unsecured basis by one or more of the Registrants (each a "Guarantor") and, collectively, the "Guarantors"), including, without limitation, the Guarantees pursuant to which Sage (as defined below) will be Guarantor (the "Subsidiary Guarantee").

Ladies and Gentlemen:

We have been asked to render a legal opinion, as special counsel in the State of Colorado ("the State") to Sage Telecommunications Corp. of Colorado, LLC ("Sage"), being one of the Subsidiaries and Registrants, in connection with the Registration Statement and the Prospectus forming a part of the Registration Statement (the "Prospectus"). Pursuant to the Prospectus, the Company and Investments propose to register the Debt Securities under the Securities Act as set forth in the Registration Statement and to be issued pursuant to one or more Indentures (the "Indentures") among the Company or Investments, respectively, the Guarantors, if any, and the trustees parties thereto, forms of which were filed with the SEC as exhibits to the Registrants' Registration Statement on Form S-3/A on May 18, 2011, and are incorporated by reference as exhibits to the Registration Statement.

Unless otherwise defined herein or unless the context requires otherwise, capitalized terms defined in the Registration Statement shall have the same meaning when used herein.

In connection with rendering our opinion, we have examined the following documents:

- (a) the Registration Statement; and
- (b) the Indentures

The Registration Statement and the Indentures are collectively referred to as “the Documents.” We have been retained by Sage to review the Documents only for the purpose of reviewing such documents in connection with the rendering of the opinions contained herein.

As to certain matters of fact bearing upon the opinions expressed herein, we have reviewed and relied on:

- (i) the Articles of Incorporation of Sage dated November 18, 2005, as filed with the Secretary of State of the State of Colorado (“the Articles”);
- (ii) the Amended and Restated Operating Agreement of Sage dated December 31, 2005;
- (iii) the Second Amended and Restated Operating Agreement of Sage dated June 17, 2013; and
- (iv) the Certificate of Good Standing issued by the Secretary of State of the State of Colorado dated August 24, 2020.

The Articles of Incorporation, Operating Agreements, and Certificate of Good Standing are collectively herein referred to as “Authority Documents.”

In rendering the opinions expressed herein, we have assumed the following:

- (a) the representations and warranties and other statements contained in the Documents and Authority Documents are true, correct and complete as to all matters of fact;
 - (b) the Registration Statement contains all disclosures of fact in a true and accurate manner as required by any Federal or state law;
-

(c) the Documents constitute a legally valid and binding obligation to the parties thereto, other than Sage, enforceable against the parties thereto, other than Sage, in accordance with their terms; and the status of the Indentures and Guarantees as legally valid and binding obligations of the parties thereto, other than Sage, are not affected by any (i) breaches of, or defaults under, agreements or instruments; (ii) violations of statutes, rules, regulations, or court or government orders; or (iii) failures to obtain required consents, approvals, or authorizations from or make required registrations, declarations, or filings with, governmental authorities;

(d) there are no oral or written statements or agreements that modify, amend or vary or support or purport to modify or amend or vary any of the terms of the Documents;

(e) Purchasers will receive no interest charges, fees or other benefits or compensation in the nature of interest in connection with the transaction except those that the Registrants and/or Sage have agreed to in writing in the Documents to pay;

(f) all signatures by the parties to the Documents, including Sage, are genuine; all documents submitted to us as originals are authentic; and all documents submitted to us as conformed, photographic, or electronic copies conform to the original documents; and

(g) as it relates to Sage, the consideration for the Subsidiary Guarantee and Indentures are sufficient and adequate consideration, and reasonable equivalent value has been given.

Based upon the foregoing assumptions and subject to the qualifications hereunder set forth, it is our opinion that as of the date hereof:

1. Based on the Authority Documents, Sage is a corporation duly formed, validly existing, and in good standing under the laws of the State of Colorado.

2. Sage has the requisite corporate power, corporate capacity and corporate authority to guarantee the Debt Securities pursuant to the terms of the Indentures and perform its obligations under the Subsidiary Guarantee.

3. The transactions contemplated by the Documents, upon being duly authorized by all necessary corporate action, executed by an authorized signatory and delivered, will have been fully and validly authorized, executed and delivered by all requisite corporate action of Sage.

We express no opinion as to the validity and enforceability of any of the documents or the truth or accuracy of the factual statements contained in the full Registration Statement.

The documents indicate that they are to be governed by the laws of the State of New York. We have no knowledge of those laws and express no opinion thereon. We are qualified to practice law in the State of Colorado and we do not purport to be experts on or express any opinion herein concerning any manner governed by the laws of any jurisdiction other than the laws of the State of Colorado and the federal laws of the United States, except that we express no opinion as to the application or effect of any Federal or state securities or antitrust laws, rules or regulations on or to the transaction. With respect to such law, our opinions are as to what the law is or might reasonably be expected to be at the date hereof and we assume no obligation to revise or supplement this opinion due to any change in the law by a legislative action, judicial decision, or otherwise. Furthermore, nothing in this letter is intended to, and this letter shall not be deemed to, create any obligation on the part of this firm to undertake or assume any responsibility or obligation to file or record any documents, file any continuation statements, prepare or file any amendments or modifications, or take any steps or actions whatsoever after the date of this letter.

We do not render any opinion with respect to any matters other than those expressly set forth above. We are furnishing this opinion to you and your successors and assigns and it may be relied upon by Shearman & Sterling LLP as your counsel, in connection with the Documents and the filing of the Registration Statement and we hereby consent to the filing of this letter as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act and the Rules and Regulations promulgated thereunder.

Except as otherwise provided in the immediately preceding paragraph, this opinion may not be otherwise reproduced, quoted in whole or in part, filed publicly or circulated or relied upon for any other purpose nor used in connection with any other transaction without prior written consent.

Sincerely,

/s/ Victor M. Morales
Victor M. Morales for
McElroy, Deutsch, Mulvaney & Carpenter, LLP

VMM

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of Dycom Industries, Inc. of our report dated March 2, 2020 relating to the consolidated financial statements and the effectiveness of internal control over financial reporting, which appears in Dycom Industries, Inc.'s Annual Report on Form 10-K for the year ended January 25, 2020. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Fort Lauderdale, Florida
August 27, 2020

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2) ☐

U.S. BANK NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall Minneapolis, Minnesota (Address of principal executive offices)	55402 (Zip Code)
---	---------------------

Sheryl Lear
U.S. Bank National Association
225 Water Street, Suite 700
Jacksonville, Florida 32202
(904) 358-5363
(Name, address and telephone number of agent for service)

Dycom Industries, Inc.
(Issuer with respect to the Securities)

Florida (State or other jurisdiction of incorporation or organization)	59-1277135 (I.R.S. Employer Identification No.)

11780 U. S. Highway 1, Suite 600 Palm Beach Gardens, Florida (Address of Principal Executive Offices)	33408 (Zip Code)
---	---------------------

Debt Securities
(Title of the Indenture Securities)

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

- a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.
- b) *Whether it is authorized to exercise corporate trust powers.*
Yes

Item 2. AFFILIATIONS WITH THE OBLIGOR. *If the obligor is an affiliate of the Trustee, describe each such affiliation.*
None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: *List below all exhibits filed as a part of this statement of eligibility and qualification.*

- 1. A copy of the Articles of Association of the Trustee.*
- 2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
- 3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
- 4. A copy of the existing bylaws of the Trustee.**
- 5. A copy of each Indenture referred to in Item 4. Not applicable.
- 6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
- 7. Report of Condition of the Trustee as of June 30, 2020 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on form S-3ASR, Registration Number 333-199863 filed on November 5, 2014.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, State of Florida on the 27th of August, 2020.

By: /s/ Sheryl Lear
Sheryl Lear
Vice President

Exhibit 2



Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Brian Brooks, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, June 1, 2020, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia

/s/ Brian Brooks

Acting Comptroller of the Currency



2020-00621-C

Exhibit 3



Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF FIDUCIARY POWERS

I, Brian Brooks, Acting Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today, June 1, 2020, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

/s/ Brian Brooks

Acting Comptroller of the Currency



2020-00621-C

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: August 27, 2020

By: /s/ Sheryl Lear
Sheryl Lear
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 6/30/2020

(\$000's)

	6/30/2020
Assets	
Cash and Balances Due From	\$ 52,265,124
Depository Institutions	
Securities	126,598,837
Federal Funds	806
Loans & Lease Financing Receivables	311,129,409
Fixed Assets	7,834,494
Intangible Assets	12,365,020
Other Assets	26,097,656
Total Assets	\$ 536,291,346
Liabilities	
Deposits	\$ 425,279,286
Fed Funds	2,453,923
Treasury Demand Notes	0
Trading Liabilities	1,018,213
Other Borrowed Money	36,976,115
Acceptances	0
Subordinated Notes and Debentures	3,850,000
Other Liabilities	14,538,821
Total Liabilities	\$ 484,116,358
Equity	
Common and Preferred Stock	18,200
Surplus	14,266,915
Undivided Profits	37,089,306
Minority Interest in Subsidiaries	800,567
Total Equity Capital	\$ 52,174,988
Total Liabilities and Equity Capital	\$ 536,291,346

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2) ☐

U.S. BANK NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall Minneapolis, Minnesota (Address of principal executive offices)	55402 (Zip Code)
---	---------------------

Sheryl Lear
U.S. Bank National Association
225 Water Street, Suite 700
Jacksonville, Florida 32202
(904) 358-5363
(Name, address and telephone number of agent for service)

Dycom Investments, Inc.
(Issuer with respect to the Securities)

Delaware (State or other jurisdiction of incorporation or organization)	30-0128712 (I.R.S. Employer Identification No.)
--	--

11780 U. S. Highway 1, Suite 600 Palm Beach Gardens, Florida (Address of Principal Executive Offices)	33408 (Zip Code)
---	---------------------

Debt Securities
(Title of the Indenture Securities)

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

- a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.
- b) *Whether it is authorized to exercise corporate trust powers.*
Yes

Item 2. AFFILIATIONS WITH THE OBLIGOR. *If the obligor is an affiliate of the Trustee, describe each such affiliation.*
None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: *List below all exhibits filed as a part of this statement of eligibility and qualification.*

- 1. A copy of the Articles of Association of the Trustee.*
- 2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
- 3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
- 4. A copy of the existing bylaws of the Trustee.**
- 5. A copy of each Indenture referred to in Item 4. Not applicable.
- 6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
- 7. Report of Condition of the Trustee as of June 30, 2020 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on form S-3ASR, Registration Number 333-199863 filed on November 5, 2014.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Jacksonville, State of Florida on the 27th of August, 2020.

By: /s/ Sheryl Lear
Sheryl Lear
Vice President

Exhibit 2



Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Brian Brooks, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, June 1, 2020, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia

/s/ Brian Brooks

Acting Comptroller of the Currency



2020-00621-C

Exhibit 3



Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF FIDUCIARY POWERS

I, Brian Brooks, Acting Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today, June 1, 2020, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

/s/ Brian Brooks

Acting Comptroller of the Currency



2020-00621-C

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: August 27, 2020

By: /s/ Sheryl Lear
Sheryl Lear
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 6/30/2020

(\$000's)

	<u>6/30/2020</u>
Assets	
Cash and Balances Due From Depository Institutions	\$ 52,265,124
Securities	126,598,837
Federal Funds	806
Loans & Lease Financing Receivables	311,129,409
Fixed Assets	7,834,494
Intangible Assets	12,365,020
Other Assets	26,097,656
Total Assets	\$ 536,291,346
Liabilities	
Deposits	\$ 425,279,286
Fed Funds	2,453,923
Treasury Demand Notes	0
Trading Liabilities	1,018,213
Other Borrowed Money	36,976,115
Acceptances	0
Subordinated Notes and Debentures	3,850,000
Other Liabilities	14,538,821
Total Liabilities	\$ 484,116,358
Equity	
Common and Preferred Stock	18,200
Surplus	14,266,915
Undivided Profits	37,089,306
Minority Interest in Subsidiaries	800,567
Total Equity Capital	\$ 52,174,988
Total Liabilities and Equity Capital	\$ 536,291,346