

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended July 1, 2018

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number: 001-33938

TESSCO Technologies Incorporated
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

52-0729657
(I.R.S Employer
Identification No.)

11126 McCormick Road, Hunt Valley, Maryland
(Address of principal executive offices)

21031
(Zip Code)

(410) 229-1000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company

Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

The number of shares of the registrant's Common Stock, \$0.01 par value per share, outstanding as of July 20, 2018, was 8,426,655.

TESSCO Technologies Incorporated
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

**TESSCO Technologies Incorporated
Consolidated Balance Sheets**

	July 1, 2018	April 1, 2018
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 9,000	\$ 19,400
Trade accounts receivable, net of allowance for doubtful accounts of \$1,417,500 and \$1,094,900, respectively	92,815,800	87,862,300
Product inventory, net	86,367,200	72,323,000
Prepaid expenses and other current assets	5,585,400	4,489,100
Total current assets	<u>184,777,400</u>	<u>164,693,800</u>
Property and equipment, net	13,679,200	13,662,800
Goodwill, net	11,677,700	11,677,700
Deferred tax assets	713,200	710,500
Other long-term assets	8,920,900	8,678,900
Total assets	<u>\$ 219,768,400</u>	<u>\$ 199,423,700</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Trade accounts payable	\$ 82,483,900	\$ 67,041,100
Payroll, benefits and taxes	6,645,200	8,291,100
Income and sales tax liabilities	2,709,800	2,339,200
Accrued expenses and other current liabilities	2,795,000	1,370,300
Revolving line of credit	15,770,600	10,835,400
Current portion of long-term debt	22,800	27,300
Total current liabilities	<u>110,427,300</u>	<u>89,904,400</u>
Deferred tax liabilities	—	—
Long-term debt, net of current portion	—	2,300
Other long-term liabilities	1,475,800	1,465,400
Total liabilities	<u>111,903,100</u>	<u>91,372,100</u>
Shareholders' equity:		
Preferred stock, \$0.01 par value per share, 500,000 shares authorized and no shares issued and outstanding	—	—
Common stock, \$0.01 par value per share, 15,000,000 shares authorized, 14,143,580 shares issued and 8,422,082 shares outstanding as of July 1, 2018, and 14,111,703 shares issued and 8,396,537 shares outstanding as of April 1, 2018	99,300	99,000
Additional paid-in capital	61,062,200	60,611,900
Treasury stock, at cost, 5,721,498 shares as of July 1, 2018 and 5,715,166 shares as of April 1, 2018	(57,614,100)	(57,503,000)
Retained earnings	104,317,900	104,843,700
Total shareholders' equity	<u>107,865,300</u>	<u>108,051,600</u>
Total liabilities and shareholders' equity	<u>\$ 219,768,400</u>	<u>\$ 199,423,700</u>

See accompanying notes.

TESSCO Technologies Incorporated
Unaudited Consolidated Statements of Income

	Three Months Ended	
	July 1, 2018	June 25, 2017
Revenues	\$ 150,919,400	\$ 140,010,800
Cost of goods sold	120,221,300	110,844,000
Gross profit	30,698,100	29,166,800
Selling, general and administrative expenses	28,961,300	27,881,500
Income from operations	1,736,800	1,285,300
Interest expense, net	174,400	68,600
Income before provision for income taxes	1,562,400	1,216,700
Provision for income taxes	404,000	533,800
Net income	\$ 1,158,400	\$ 682,900
Basic earnings per share	\$ 0.14	\$ 0.08
Diluted earnings per share	\$ 0.13	\$ 0.08
Basic weighted-average common shares outstanding	8,410,909	8,349,259
Effect of dilutive options and other equity instruments	193,911	53,672
Diluted weighted-average common shares outstanding	8,604,820	8,402,931
Cash dividends declared per common share	\$ 0.20	\$ 0.20

See accompanying notes.

TESSCO Technologies Incorporated
Unaudited Consolidated Statements of Cash Flows

	Three Months Ended	
	July 1, 2018	June 25, 2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 1,158,400	\$ 682,900
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	937,100	989,600
Non-cash stock-based compensation expense	320,500	247,600
Deferred income taxes and other	249,486	196,600
Change in trade accounts receivable	(4,953,500)	(15,029,100)
Change in product inventory	(14,044,200)	(8,121,400)
Change in prepaid expenses and other current assets	(1,096,300)	(821,600)
Change in trade accounts payable	15,442,800	9,530,400
Change in payroll, benefits and taxes	(1,645,900)	(1,711,100)
Change in income and sales tax liabilities	370,600	107,600
Change in accrued expenses and other current liabilities	1,554,800	(218,800)
Net cash used in operating activities	<u>(1,706,214)</u>	<u>(14,147,300)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of property and equipment	(413,000)	(182,600)
Purchases of internal use software licenses	(1,024,286)	(661,000)
Net cash used in investing activities	<u>(1,437,286)</u>	<u>(843,600)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowings from revolving line of credit	4,935,200	8,338,100
Proceeds from note receivable	—	15,300
Payments on long-term debt	(6,800)	(6,600)
Cash dividends paid	(1,684,200)	(1,672,400)
Purchases of treasury stock and repurchases of stock from employees	(111,100)	(64,900)
Net cash provided by financing activities	<u>3,133,100</u>	<u>6,609,500</u>
Net decrease in cash and cash equivalents	(10,400)	(8,381,400)
CASH AND CASH EQUIVALENTS, beginning of period	<u>19,400</u>	<u>8,540,100</u>
CASH AND CASH EQUIVALENTS, end of period	<u>\$ 9,000</u>	<u>\$ 158,700</u>

See accompanying notes.

TESSCO Technologies Incorporated
Notes to Unaudited Consolidated Financial Statements

Note 1. Description of Business and Basis of Presentation

TESSCO Technologies Incorporated, a Delaware corporation (TESSCO, we, or the Company), architects and delivers innovative product and value chain solutions to support wireless systems. The Company provides marketing and sales services, knowledge and supply chain management, product-solution delivery and control systems utilizing extensive internet and information technology. Approximately 98% of the Company's sales are made to customers in the United States. The Company takes orders in several ways, including phone, fax, online and through electronic data interchange. Almost all of the Company's sales are made in United States Dollars.

In management's opinion, the accompanying interim Consolidated Financial Statements of the Company include all adjustments, consisting only of normal, recurring adjustments, necessary for a fair presentation of the Company's financial position for the interim periods presented. These statements are presented in accordance with the rules and regulations of the United States Securities and Exchange Commission (the "SEC"). Certain information and footnote disclosures normally included in the Company's annual financial statements have been omitted from these statements, as permitted under the applicable rules and regulations. The results of operations presented in the accompanying interim Consolidated Financial Statements are not necessarily representative of operations for an entire year. The information included in this Form 10-Q should be read in conjunction with the Consolidated Financial Statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended April 1, 2018.

Note 2. Recently Issued Accounting Pronouncements

Recently issued accounting pronouncements not yet adopted:

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, Leases. This ASU requires lessees to recognize most leases on their balance sheets related to the rights and obligations created by those leases. The ASU also requires additional qualitative and quantitative disclosures related to the nature, timing and uncertainty of cash flows arising from leases. The guidance is effective for fiscal years beginning after December 15, 2018, and interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact the adoption of this new standard will have on its Consolidated Financial Statements and will adopt the standard on the first day of the Company's 2020 fiscal year.

In August 2016, the FASB issued ASU No. 2016-15, Classification of Certain Cash Receipts and Cash Payments. The new standard will change the classification of certain cash payments and receipts within the cash flow statement. Specifically, payments for debt prepayment or debt extinguishment costs, including third-party costs, premiums paid, and other fees paid to lenders that are directly related to the debt prepayment or debt extinguishment, excluding accrued interest, will now be classified as financing activities. Previously, these payments were classified as operating expenses. The guidance is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019, with early adoption permitted, and will be applied retrospectively. The Company does not expect that the adoption of this new standard, on the first day of the Company's 2020 fiscal year, will have a material impact on its Consolidated Financial Statements.

Recently issued accounting pronouncements adopted:

Effective April 2, 2018, the Company adopted the FASB ASU 2014-09, Revenue from Contracts with Customers (Topic 606), and ASU 2015-14, Revenue from Contracts with Customers (Topic 606): Deferral of Effective Date, which deferred the effective date of ASU 2014-09 by one year. ASU 2014-09 supersedes the revenue recognition requirements in ASC 605, Revenue Recognition, and is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. It also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue, cash flows arising from customer contracts, including significant judgments and changes in judgments, and assets recognized from costs incurred to obtain or fulfill a contract. The adoption of ASU 2014-09, using the modified retrospective approach, had no significant impact on the timing of revenue recognition, our results of operations, cash flows, or financial position. Revenue continues to be recognized at a point in time for our product sales when products are shipped to or received by the customer depending on the shipping terms.

The Company has changed the presentation of its returns reserve. The amount of expected returns are now recognized as a refund liability within the Accrued Expenses line item of the balance sheet. This liability represents the obligation to return customer consideration. The value of the expected goods returned by customers is now recognized as a return asset within the inventory line item of the balance sheet. The return asset value is initially measured at the former carrying amount in inventory, less any expected costs to recover the goods. The Company expects products returned by customers to be in new and salable condition, as required by our standard terms and conditions, and therefore impairment of the return asset is unlikely. Changes to the return liability are recorded as revenue adjustments and changes to the inventory asset are recorded as cost of goods sold. As of July 1, 2018, the return asset and refund liability amounts were \$1.5 million and \$2.0 million, respectively. Prior periods were not adjusted to reflect this change.

On December 22, 2017 President Trump signed into law the “Tax Cut and Jobs Act” (the “Tax Act”. In December 2017, the Securities Exchange Commission (SEC) staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act (“SAB 118”), in response to the Tax Act. SAB 118 allows registrants to include a provisional amount to account for the implications of the Tax Act where a reasonable estimate can be made and requires the completion of the accounting no later than one year from the date of enactment of the Tax Act or December 22, 2018. In its financial statements for the year ended April 1 2018, the Company included a provisional tax benefit estimate of approximately \$0.2 million for the re-measurement of its U.S. deferred tax assets and liabilities to a 21% effective tax rate. We continue to evaluate the implications of the Tax Act and have not made any adjustments to the provisional amounts recorded in the prior year. Additional tax impacts from the Tax Act will be recorded as they are identified in the measurement period which will not extend past December 22, 2018. The final impact of the Tax Act may differ from the provisional amounts that have been recognized, due to, among other things, changes in the Company’s interpretation of the Tax Act, legislative or administrative actions to clarify the intent of the statutory language provided that differ from the Company’s current interpretation, or any updates or changes to estimates utilized to calculate the tax impacts, including changes to estimates for permanently disallowed expenses, of the Tax Act. Additionally, the Company intends to file its 2017 U.S. income tax return in the second half of 2018, which may change our tax basis in temporary differences, and other elements of the income tax effects of the Tax Act estimated as of April 1, 2018. This may result in an adjustment to the tax provision and be reflected as a re-measurement amount recorded in the financial statements during the quarter in which the U.S. tax return is filed.

Note 3. Stock-Based Compensation

The Company's selling, general and administrative expenses for the fiscal quarter ended July 1, 2018 included \$320,500 of non-cash stock-based compensation expense. The Company's selling, general and administrative expenses for the fiscal quarter ended June 25, 2017 included \$247,600 of non-cash stock-based compensation expense. Stock-based compensation expense is primarily related to our Performance Stock Units (PSUs), Restricted Stock Units (RSUs) and Stock Options, granted or outstanding under the Company's Third Amended and Restated Stock and Incentive Plan (the "1994 Plan").

Performance Stock Units: The following table summarizes the activity under the Company's PSU program under the 1994 Plan, for the first three months of fiscal 2019:

	Three Months Ended July 1, 2018	Weighted Average Fair Value at Grant Date (per unit)
Unvested shares available for issue under outstanding PSUs, beginning of period	67,000	\$ 12.65
PSU's Granted	71,000	15.58
PSU's Vested	(14,257)	12.66
PSU's Forfeited/Cancelled	(16,750)	12.65
Unvested shares available for issue under outstanding PSUs, end of period	<u>106,993</u>	<u>\$ 14.59</u>

During the first quarter of fiscal 2019, on May 10, 2018, the Compensation Committee of the Company's Board of Directors (the "Compensation Committee") approved the grant of PSUs to selected key employees, providing them with the opportunity to earn up to 71,000 shares of the Company's common stock in the aggregate, depending upon whether and to the extent which certain earnings per share targets and other Company and individual performance metrics are met. These not-yet-earned PSUs have a one-year measurement period (fiscal 2019), and assuming the performance metrics are met to a sufficient extent, any shares earned at the end of fiscal 2019 will vest 25% and be issued ratably on or about each of May 1 of 2019, 2020, 2021 and 2022, provided that the respective employees remain employed by or associated with the Company on each such date.

The PSUs cancelled during fiscal 2019 related to the fiscal 2018 grant of PSUs, which had a one-year measurement period (fiscal 2018). The PSUs were cancelled because the applicable fiscal 2018 performance targets were not fully attained. Per the provisions of the 1994 Plan, the shares related to these forfeited and cancelled PSUs were added back to the 1994 Plan and became available for future issuance under the 1994 Plan.

If all PSUs granted thus far in fiscal 2019 are assumed to be earned on account of the applicable performance metrics being fully met, total unrecognized compensation costs on these PSUs would be approximately \$1.0 million, as of July 1, 2018, and would be expensed through fiscal 2022. To the extent the maximum number of PSUs granted in fiscal 2019 are not earned, stock-based compensation related to these awards will differ from this amount.

Restricted Stock Units: The Company has made annual RSU awards under the 1994 Plan to its non-employee directors over recent years. On May 10, 2018, the Compensation Committee approved the grant of an aggregate of 18,000 RSUs, ratably to the five non-employee directors of the Company, and to Mr. Barnhill. In addition to this, effective June 6, 2018 Paul J. Gaffney was appointed to the Board of Directors and was granted 3,000 RSUs. These RSU awards to non-employee directors and to Mr. Barnhill provide for the issuance of shares of the Company's common stock in four equal installments, beginning on May 1 of the year following the award

and continuing on May first of each of the following three years, provided that the director remains associated with the Company (or meets other criteria as prescribed in the applicable award agreement) on each date.

On August 8, 2017, the Compensation Committee approved the grant of an aggregate of up to 56,000 RSUs to several senior executives. The number of shares earned by a recipient will be determined by multiplying the number of RSUs covered by the award by a fraction, the numerator of which is the cumulative amount of dividends (regular, ordinary and special) declared and paid, per share, on the Common Stock, over an earnings period of up to four years, and the denominator of which is \$3.20. Subject to earlier issuance upon the occurrence of certain events (as described in the applicable award agreement), any earned shares are issued and distributed to the recipient upon the fourth anniversary of the award date. As of July 1, 2018, 8,000 of these 56,000 RSUs have been canceled due to employee departures, leaving 48,000 of these RSUs outstanding.

As of July 1, 2018, there was approximately \$1.0 million of total unrecognized compensation cost related to all outstanding RSUs, assuming all shares are earned. Unrecognized compensation costs are expected to be recognized ratably over a weighted average period of approximately three years.

PSUs and RSUs are expensed based on the grant date fair value, calculated as the closing price of TESSCO common stock as reported by NASDAQ on the date of grant minus the present value of dividends expected to be paid on the common stock before the award vests, because dividends or dividend-equivalent amounts do not accrue and are not paid on unvested PSUs and RSUs.

The Company now accounts for forfeitures as they occur rather than estimate expected forfeitures. To the extent that forfeitures occur, stock based compensation related to the restricted awards may be different from the Company's expectations.

Stock Options: As summarized below, in the first quarter of fiscal 2019, stock options for an aggregate of 49,000 shares of common stock were granted, all under the 1994 Plan. These stock options have exercise prices equal to the market price of the Company's stock on the grant date, and the terms thereof provide for 25% vesting after one year and then 1/36 per month over the following three years. The grant date value of the Company's stock options is determined using the Black-Scholes-Merton pricing model, based upon facts and assumptions existing at the date of grant.

The value of each option at the date of grant is amortized as compensation expense over the service period. This occurs without regard to subsequent changes in stock price, volatility, or interest rates over time, provided the option remains outstanding.

The following tables summarize the pertinent information for outstanding options.

	Three Months Ended July 1, 2018	Weighted Average Fair Value at Grant Date (per unit)
Unvested options, beginning of period	392,500	\$ 2.21
Options Granted	49,000	4.70
Options Vested	(63,542)	2.24
Options Forfeited/Cancelled	—	—
Unvested options, end of period	<u>377,958</u>	\$ 3.29

Grant Fiscal Year	Options Granted	Option Exercise Price	July 1, 2018	
			Options Outstanding	Options Exercisable
2019	49,000	\$ 17.55	49,000	-
2018	230,000	\$ 15.12	170,000	40,417
2017	410,000	\$ 12.57	330,000	141,458
2016	100,000	\$ 22.64	40,000	29,167
Total			589,000	211,042

Grant Fiscal Year	Expected Stock Price Volatility	Risk-Free Interest rate	Expected Dividend Yield	Average Expected Term	Resulting Black Scholes Value
2019	35.80 %	3.04 %	4.56 %	4.0	\$ 4.70
2018	32.63 %	1.96 %	5.34 %	4.0	\$ 2.57
2017	32.85 %	1.32 %	6.30 %	4.0	\$ 1.85
2016	26.40 %	1.67 %	3.50 %	4.0	\$ 3.43

As of July 1, 2018, there was approximately \$0.9 million of total unrecognized compensation costs, related to these awards. These unrecognized compensation costs are expected to be recognized ratably over a period of approximately three years.

Note 4. Borrowings Under Revolving Credit Facility

On June 24, 2016, the Company and its primary operating subsidiaries entered into a Credit Agreement (the “Credit Agreement”) with SunTrust Bank, as Administrative Agent and Lender, and Wells Fargo Bank, National Association, as a Lender, for a senior asset based secured revolving credit facility of up to \$35 million (the “Revolving Credit Facility”). This replaced our then existing \$35 million unsecured revolving credit facility with both SunTrust Bank and Wells Fargo Bank, National Association, which had no outstanding principal balance at the time of replacement. The secured Revolving Credit Facility, as it was initially established, included terms providing for its maturity after five years, on June 24, 2021, and for a \$5.0 million sublimit for the issuance of standby letters of credit and a \$10.0 million sublimit for swing line loans. Borrowing Availability under the secured Revolving Credit Facility as it was initially established was determined in part in accordance with a Borrowing Base, defined in the Credit Agreement, generally, as 85% of Eligible Receivables minus Reserves, as those terms were defined in the Credit Agreement. The Credit Agreement included financial and other covenants, and pursuant to a related Guaranty and Security Agreement by and among the Company, the other Company affiliate borrowers under the Credit Agreement and other subsidiaries of the Company, referred to collectively as the Loan Parties, and SunTrust Bank, as Administrative Agent, the Loan Parties’ obligations, which included the obligations under the Credit Agreement, were guaranteed by those Loan Parties not otherwise borrowers, and secured by continuing first priority security interests in the Company’s and the other Loan Parties’ (including both borrowers and guarantors) inventory, accounts receivable and deposit accounts, and in all documents, instruments, general intangibles, letter of credit rights and chattel paper, in each case to the extent relating to inventory and accounts, and all proceeds of the foregoing. The security interests were granted in favor of the Administrative Agent, for the benefit of the Lenders party to the Credit Agreement from time to time. The obligations secured also include certain other obligations of the Loan Parties to the Lenders and their affiliates arising from time to time, relating to swaps, hedges and cash management and other bank products.

On October 19, 2017, the Company and its primary operating subsidiaries, as co-borrowers, and SunTrust Bank, as Administrative Agent and Lender, and Wells Fargo Bank, National Association, as a Lender, entered into an Amended and Restated Credit Agreement (the “Amended and Restated Credit Agreement”). Pursuant to the Amended and Restated Credit Agreement, the Credit Agreement for the secured Revolving Credit Facility was amended and restated in order to, among other things, increase the Company’s borrowing limit from up to \$35 million to up to \$75 million. Capitalized terms used but not otherwise defined in this and the following three paragraphs have the meanings ascribed to each in the Amended and Restated Credit Agreement.

In addition to expanding the Company’s borrowing limit, the secured Revolving Credit Facility maturity date was extended to October 19, 2021. The Amended and Restated Credit Agreement otherwise includes representations, warranties, affirmative and negative covenants (including restrictions) and other terms generally consistent with those applicable to the facility as existing prior to the execution and delivery of the Amended and Restated Credit Agreement, but with certain modifications.

Borrowings under the Amended and Restated Credit Agreement initially accrue interest from the applicable borrowing date at an Applicable Rate equal to the Eurodollar Rate plus the Applicable Margin. The Eurodollar Rate is the rate per annum obtained by dividing (i) LIBOR by (ii) a percentage equal to 1.00 minus the Eurodollar Reserve Percentage. When the Applicable Rate is the Eurodollar Rate plus the Applicable Margin, the Applicable Margin is 1.50% if Average Availability is greater than or equal to \$15 million, and 1.75% otherwise. On July 1, 2018, the interest rate applicable to borrowings under the replacement Revolving Credit Facility was 3.49%. Under certain circumstances, the Applicable Rate is subject to change at the Lenders’ option from the Eurodollar Rate plus the Applicable Margin to the Base Rate plus the Applicable Margin. Following an Event of Default, in addition to changing the Applicable Rate to the Base Rate plus the Applicable Margin, the Lenders’ may at their option set the Applicable Margin at 0.50% if the Base Rate applies or 1.75% if the Eurodollar Rate applies, and increase the Applicable Rate by an additional 200 basis points. The Applicable Rate adjusts on the first Business Day of each calendar month. The Company is required to pay a monthly Commitment Fee on the average daily unused portion of the Revolving Credit Facility provided for pursuant to the Amended and Restated Credit Agreement, at a per annum rate equal to 0.25%.

In connection with the entering into of the Amended and Restated Credit Agreement, the Company and other Loan Parties, executed and delivered to SunTrust Bank, as Administrative Agent, a Reaffirmation Agreement, pursuant to which the obligations of the Loan Parties under the Guaranty and Security Agreement delivered by them in connection with the secured credit facility as previously existing (including the previously existing guaranty by the Loan Parties not otherwise Borrowers and the previously existing grant by the Company and the other Loan Parties of a continuing first priority security interest in inventory, accounts receivable and deposit accounts, and on all documents, instruments, general intangibles, letter of credit rights, and all proceeds) were ratified and confirmed as respects the Obligations arising under the Amended and Restated Credit Facility from time to time.

Borrowings may be used for working capital and other general corporate purposes, and as further provided in, and subject to the applicable terms of, the Amended and Restated Credit Agreement. As of July 1, 2018, borrowings under this Revolving Credit Facility totaled \$15.8 million and, therefore, the Company had \$59.2 million available for borrowing as of July 1, 2018, subject to the Borrowing Base limitation and compliance with the other applicable terms of the Amended and Restated Credit Agreement, including the covenants referenced above. The line of credit has a lockbox arrangement associated with it and therefore the outstanding balance is classified as a current liability on our balance sheet. As of April 1, 2018, borrowings under this Revolving Credit Facility totaled \$10.8 million and, therefore, the Company had \$64.2 million available on its revolving line of credit facility as of April 1, 2018.

Note 5. Income Taxes

As of July 1, 2018, the Company had a gross amount of unrecognized tax benefits of \$116,200 (\$91,800 net of federal benefit). As of April 1, 2018, the Company had a gross amount of unrecognized tax benefits of \$112,700 (\$87,200 net of federal benefit).

The Company's accounting policy with respect to interest and penalties related to tax uncertainties is to classify these amounts as part of the provision for income taxes. The total amount of interest and penalties related to tax uncertainties recognized in the consolidated statement of income for the first three months of fiscal 2019 was an expense of \$10,000 (net of federal benefit). The cumulative amount included in the consolidated balance sheet as of July 1, 2018 was \$255,900 (net of federal benefit). The total amount of interest and penalties related to tax uncertainties recognized in the consolidated statement of income for the first three months of fiscal 2018 was an expense of \$10,800 (net of federal benefit). The cumulative amount of interest and penalties included as a liability in the consolidated balance sheet as of April 1, 2018 was \$250,500 (net of federal benefit).

A reconciliation of the changes in the gross balance of unrecognized tax benefits, excluding interest, is as follows:

Beginning balance at April 1, 2018 of unrecognized tax benefit	\$ 112,700
Increases related to current period tax positions	3,500
Reductions as a result of a lapse in the applicable statute of limitations	—
Ending balance at July 1, 2018 of unrecognized tax benefits	<u>\$ 116,200</u>

Note 6. Earnings Per Share

The Company presents the computation of earnings per share ("EPS") on a basic and diluted basis. Basic EPS is computed by dividing net income by the weighted average number of shares outstanding during the reported period. Diluted earnings per share are computed similarly to basic earnings per share, except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential additional common shares that were dilutive had been issued. Common shares are excluded from the calculation if they are determined to be anti-dilutive. At July 1, 2018, stock options with respect to 589,000 shares of common stock were outstanding, of which 60,000 were anti-dilutive. At June 25, 2017, stock options with respect to 620,000 shares of common stock were outstanding, of which 240,000 were anti-dilutive. There were no anti-dilutive PSUs or RSUs outstanding as of July 1, 2018 or June 25, 2017, respectively.

Note 7. Business Segments

The Company evaluates its business within two segments: commercial and retail. The commercial segment consists of the following customer markets: (1) public carriers, that are generally responsible for building and maintaining the infrastructure system and provide airtime service to individual subscribers; (2) government including federal agencies and state and local governments that run wireless networks for their own use as well as value-added resellers who specialize in selling to the government; (3) private system operators including commercial entities such as enterprise customers, major utilities and transportation companies; and (4) value-

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added resellers that sell, install and/or service cellular telephone, wireless networking, broadband and two-way radio communications equipment primarily for the enterprise market. The retail segment consists of the retail market which includes retailers, independent dealer agents and carriers.

To provide investors with better visibility, the Company also discloses revenue and gross profit by its four product categories:

- Base station infrastructure products are used to build, repair and upgrade wireless telecommunications systems. Products include base station antennas, cable and transmission lines, small towers, lightning protection devices, connectors, power systems, miscellaneous hardware, and mobile antennas. Base station infrastructure service offerings include connector installation, custom jumper assembly, site kitting and logistics integration.
- Network systems products are used to build and upgrade computing and internet networks. Products include fixed and mobile broadband equipment, distributed antenna systems (DAS), wireless networking, filtering systems, two-way radios and security and surveillance products. This product category also includes training classes, technical support and engineering design services.
- Installation, test and maintenance products are used to install, tune, maintain and repair wireless communications equipment. Products include sophisticated analysis equipment and various frequency-, voltage- and power-measuring devices, as well as an assortment of tools, hardware, GPS, safety and replacement and component parts and supplies required by service technicians.
- Mobile device accessories include cellular phone and data device accessories such as replacement batteries, cases, speakers, mobile amplifiers, power supplies, headsets, mounts, car antennas, music accessories and data and memory cards. Retail merchandising displays, promotional programs, customized order fulfillment services and affinity-marketing programs, including private label internet sites, complement our mobile devices and accessory product offering.

The Company evaluates revenue, gross profit, and income before provision for income taxes at the segment level. Certain cost of sales and other applicable expenses have been allocated to each segment based on a percentage of revenues and/or gross profit, where appropriate.

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Segment activity for the first quarter of fiscal years 2019 and 2018 are as follows (in thousands):

	Three Months Ended					
	July 1, 2018			June 25, 2017		
	Commercial Segment	Retail Segment	Total	Commercial Segment	Retail Segment	Total
Revenues						
Public Carrier	\$ 40,360	\$ —	\$ 40,360	\$ 26,598	\$ —	\$ 26,598
Government	9,231	—	9,231	8,445	—	8,445
Private System Operators	21,634	—	21,634	21,042	—	21,042
Value-Added Resellers	34,682	—	34,682	35,040	—	35,040
Retail	—	45,012	45,012	—	48,886	48,886
Total revenues	\$ 105,907	\$ 45,012	\$ 150,919	\$ 91,125	\$ 48,886	\$ 140,011
Gross Profit						
Public Carrier	\$ 5,626	\$ —	\$ 5,626	\$ 4,128	\$ —	\$ 4,128
Government	2,137	—	2,137	2,004	—	2,004
Private System Operators	4,865	—	4,865	4,607	—	4,607
Value-Added Resellers	8,915	—	8,915	8,961	—	8,961
Retail	—	9,155	9,155	—	9,467	9,467
Total gross profit	\$ 21,543	\$ 9,155	\$ 30,698	\$ 19,700	\$ 9,467	\$ 29,167
Directly allocable expenses	8,081	3,809	11,890	8,522	3,750	12,272
Segment net profit contribution	\$ 13,462	\$ 5,346	18,808	\$ 11,178	\$ 5,717	16,895
Corporate support expenses			17,246			15,678
Income before provision for income taxes			\$ 1,562			\$ 1,217

Supplemental revenue and gross profit information by product category for the first quarter of fiscal years 2019 and 2018 are as follows (in thousands):

	Three Months Ended	
	July 1, 2018	June 25, 2017
Revenues		
Base station infrastructure	\$ 74,314	\$ 59,070
Network systems	22,777	23,837
Installation, test and maintenance	7,431	6,993
Mobile device accessories	46,397	50,111
Total revenues	\$ 150,919	\$ 140,011
Gross Profit		
Base station infrastructure	\$ 15,716	\$ 14,057
Network systems	3,663	3,829
Installation, test and maintenance	1,473	1,419
Mobile device accessories	9,846	9,862
Total gross profit	\$ 30,698	\$ 29,167

Note 8. Shares Withheld

The Company withholds shares of common stock from its employees and directors at their request, equal to the minimum federal and state tax withholdings related to vested PSUs, stock option exercises and vested RSUs. For the three months ended July 1, 2018 and June 25, 2017, the aggregate value of the shares withheld totaled \$111,100 and \$64,800, respectively.

Note 9. Concentration of Risk

The Company's future results could be negatively impacted by the loss of certain customer and/or vendor relationships.

For the fiscal quarters ended July 1, 2018 and June 25, 2017, no customer accounted for more than 10.0% of total consolidated revenues.

For the fiscal quarter ended July 1, 2018, sales of products purchased from the Company's largest wireless infrastructure supplier and mobile device accessories supplier accounted for 14.2% and 8.0% of consolidated revenue, respectively. For the fiscal quarter ended June 25, 2017, sales of products purchased from the Company's largest wireless infrastructure supplier and largest mobile device accessories supplier accounted for 11.8% and 11.1% of consolidated revenue, respectively.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations. This commentary should be read in conjunction with the Management's Discussion and Analysis of Financial Condition and Results of Operations from the Company's Annual Report on Form 10-K for the fiscal year ended April 1, 2018.

Business Overview and Environment

TESSCO architects and delivers innovative product and value chain solutions to support wireless broadband systems. Although we sell products to customers in many countries, approximately 98% of our sales are made to customers in the United States. We have operations and office facilities in Hunt Valley, Maryland, Reno, Nevada and San Antonio, Texas.

The Company evaluates its business within two segments: commercial and retail. The commercial segment consists of the following customer markets: (1) public carriers, that are generally responsible for building and maintaining the infrastructure system and provide airtime service to individual subscribers; (2) government, including federal agencies and state and local governments that run wireless networks for their own use, as well as value-added resellers who specialize in selling to the government; (3) private system operators, including commercial entities such as enterprise customers, major utilities and transportation companies; and (4) value-added resellers that sell, install and/or service cellular telephone, wireless networking, broadband and two-way radio communications equipment primarily for enterprise customers. The retail segment consists of the retail market which includes retailers, independent dealer agents and carriers.

We offer a wide range of products that are classified into four product categories: base station infrastructure; network systems; installation, test and maintenance; and mobile device accessories. Base station infrastructure products are used to build, repair and upgrade wireless telecommunication systems. Sales of traditional base station infrastructure products, such as base station radios, cable and transmission lines and antennas are in part dependent on capital spending in the wireless communications industry. Network systems products are used to build and upgrade computing and internet networks. We have also been growing our offering of wireless broadband, distributed antennas systems (DAS), network equipment, security and surveillance products, which are not as dependent on the overall capital spending of the industry. Installation, test and maintenance products are used to install, tune, and maintain wireless communications equipment. This category is made up of sophisticated analysis equipment and various frequency, voltage and power-measuring devices, replacement parts and components as well as an assortment of tools, hardware and supplies required by service technicians. Mobile device accessories products include cellular phone and data device accessories.

Our first quarter fiscal 2019 revenue increased by 7.8% compared to the first quarter of fiscal 2018. We experienced first quarter fiscal 2019 revenue growth within our commercial segments of 16.2% and a decrease in revenue in the retail segment of 7.9%, as compared to the first fiscal quarter of 2018. The growth in our commercial segment was driven by increases in our public carrier, government and, private system operators markets. For the retail segment, year over year, revenue declined due, in part, to the timing of two Samsung Galaxy phone launches. The prior launch occurred in the first quarter of fiscal 2018, while the most recent launch instead occurred in the fourth fiscal quarter of 2018, contributing to a decline in year over year first quarter revenue. On the product side, revenue increased in our base station infrastructure and our installation, test and maintenance categories by 25.8% and 6.3%, respectively. Revenue decreased in our network systems and our mobile device accessories categories by 4.4% and 7.4%, respectively, for the first quarter of fiscal 2019, compared to the same quarter last year.

Our first quarter fiscal year 2019 gross profit increased by 5.3%, compared to the first quarter of fiscal year 2018. The increase in gross profit was primarily the result of the increase in revenue discussed above, and in

part the result of slightly compressed gross profit margins caused by changes in customer and product mix, including a lower percentage of proprietary Ventev[®] sales as compared to the prior year period and a larger percentage of overall sales from the public carrier market. Total selling, general and administrative expenses increased by 3.9% compared to the prior-year quarter. The new tax law that went into effect in the third quarter of fiscal 2018 resulted in a significantly lower tax rate in the first quarter of fiscal 2019 as compared to the first quarter of fiscal 2018. As a result of the factors discussed above, net income increased by 69.6% and diluted earnings per share increased by 62.5% compared to the prior-year quarter.

Our ongoing ability to earn revenues and gross profits from customers and vendors looking to us for product and supply chain solutions depends upon a number of factors. The terms, and accordingly the factors, applicable to each relationship often differ. Among these factors are the strength of the customer's or vendor's business, the supply and demand for the product or service, including price stability, changing customer or vendor requirements, and our ability to support the customer or vendor and to continually demonstrate that we can improve the way they do business. In addition, the agreements or arrangements on which our customer and vendor relationships are based are typically of limited duration, typically do not include any obligation in respect of any specific product purchase or sale and are terminable by either party upon several months or otherwise relatively short notice. Because of the nature of our business, we have been affected from time to time in the past by the loss and changes in the business habits of significant customer and vendor relationships, and we may continue to be so affected in the future. Our customer relationships could also be affected by wireless carrier consolidation or the overall global economic environment.

The wireless communications distribution industry is competitive and fragmented and is comprised of several national distributors. In addition, many manufacturers sell direct. Barriers to entry for distributors are relatively low, particularly in the mobile devices and accessories market, and the risk of new competitors entering the marketplace is high. Consolidation of larger wireless carriers has and will most likely continue to impact our current and potential customer base. Our ability to maintain customer and vendor relationships is subject to competitive pressures and challenges. We believe, however, that our strength in service, the breadth and depth of our product offering, our information technology system, industry experience and knowledge, and our large customer base and purchasing relationships with approximately 440 manufacturers, provide us with a significant competitive advantage over new entrants to the marketplace.

Results of Operations

First Quarter of Fiscal Year 2019 Compared with First Quarter of Fiscal Year 2018

Total Revenues. Revenues for the first quarter of fiscal 2019 increased 7.8% compared with the first quarter of fiscal 2018. Within our commercial segment, revenues in our public carrier market increased by 51.7%. This growth was primarily driven by our ability to expand market share with Tier 1 Carrier installers and contractors. We also experienced revenue growth within our government and private system operators markets of 9.3% and 2.8%, respectively, over the prior year quarter. The increase in revenue from our government market was primarily related to increased spending by government contractors related to state and local government fiscal year ends. The increase in revenue for our private system operators is primarily driven by increases from manufacturing and mining customers. Revenues in our value-added resellers market decreased slightly by 1.0%. The growth in our commercial segment was partially offset by a decline in our retail segment of 7.9%, as compared to the first fiscal quarter of 2018. The first fiscal quarter of 2018 included retail segment revenue associated with the introduction by Samsung of a new Galaxy phone. This year, Samsung again introduced a new Galaxy phone, but did so earlier in the calendar year, leading to the receipt of a significant portion of related revenues in the fourth quarter of fiscal 2018, instead of the first quarter of fiscal 2019.

Total Gross Profit. Gross profit for the first quarter of fiscal 2019 increased by 5.2% compared to the first quarter of fiscal 2018. Overall gross profit margin decreased slightly from 20.8% in the first quarter of fiscal 2018 to 20.3% in the first quarter of fiscal 2019. This decline was caused primarily by a change in product and customer mix, including a lower percentage of proprietary Ventev[®] sales as compared to the prior year period. Within our commercial segment, gross profit in our public carrier, government, and private system operator markets increased by 36.3%, 6.6%, and 5.6%, respectively. Gross profit in our value-added reseller markets decreased slightly by 0.5%. We continue to experience margin compression within the public carrier market because of changes in customer mix, including a higher percentage of sales to Tier 1 Carrier installers and contractors. Within our retail market, gross profit decreased by 3.3% in the first quarter of fiscal 2019 as compared to 2018, due to lower revenue, but was partially offset by changes in customer mix and support from our vendors to secure additional business.

As discussed above under the heading “Business Overview and Environment,” our ongoing ability to earn revenues and gross profits from customers and vendors depends upon a number of factors which often differ for each relationship. Agreements or arrangements on which these relationships are based typically do not include any obligation in respect of any specific product purchase or sale, are of limited duration, and are terminable by either party upon relatively short notice. We have been affected from time to time in the past by the loss and changes in the business habits of significant customer and vendor relationships, and we may continue to be so affected in the future.

Selling, General and Administrative Expenses. Total selling, general and administrative expenses increased 3.9% for the first quarter of fiscal 2019, compared to the first quarter of fiscal 2018. Selling, general and administrative expenses as a percentage of revenues decreased from 19.9% for the first quarter of fiscal 2018, to 19.2% for the first quarter of fiscal 2019.

The increase in our selling, general and administrative expenses was primarily due to the increase in our information technology expense of \$0.8 million during the first quarter of fiscal 2019, compared to the first quarter of fiscal 2018. We continue to invest in our information technology infrastructure to support our sales initiatives.

We continually evaluate the credit worthiness of our existing customer receivable portfolio and provide an

appropriate reserve based on this evaluation. We also evaluate the credit worthiness of prospective and current customers and make decisions regarding extension of credit terms to such customers based on this evaluation. We incurred bad debt expense of \$356,200 and \$231,000 for the fiscal quarter ended July 1, 2018 and June 25, 2017, respectively.

Interest, Net. Net interest expense increased from \$68,600 for the first quarter of fiscal 2018 to \$174,400 for the first quarter of fiscal 2019. Increased focus on business opportunities for sales to our public carrier customers has required us to maintain increased inventory and accounts receivable levels, and at times has resulted in increased borrowings and interest expense under our Revolving Credit Facility (discussed in Note 4 to our Consolidated Financial Statements, included in this Quarterly Report on Form 10-Q). We expect this higher level of interest expense to continue for at least the next several quarters.

Income Taxes, Net Income and Diluted Earnings per Share. The effective tax rate decreased from 43.9% for the first quarter of fiscal 2018 to 25.9% for the first quarter of fiscal 2019. The effective tax rate for the first quarter of fiscal 2019 was lower primarily due to a change in tax law. The annual federal rate has dropped from 35% to 21% due to the Tax Act. As a result of the factors discussed above, net income increased 69.6% and diluted earnings per share increased 62.5% for the first quarter of fiscal 2019, compared to the corresponding prior-year quarter.

Liquidity and Capital Resources

The following table summarizes our cash flows provided by or used in operating, investing and financing activities for the three months ended July 1, 2018 and June 25, 2017.

	Three Months Ended	
	July 1, 2018	June 25, 2017
Cash flow used in operating activities	\$ (1,706,214)	\$ (14,147,300)
Cash flow used in investing activities	(1,437,286)	(843,600)
Cash flow provided by financing activities	3,133,100	6,609,500
Net decrease in cash and cash equivalents	\$ (10,400)	\$ (8,381,400)

We used \$1.7 million of net cash from operating activities for the first three months of fiscal 2019, compared with net cash used in operating activities of \$14.1 million for the first three months of fiscal 2018. This fiscal 2018 outflow was driven by an increase in accounts receivable and product inventory, partially offset by net income and an increase in accounts payable. We have determined that increasing sales to our public carrier customers requires significant investments in inventory, which times results in larger accounts receivable balances. Accounts payable also increased in response to higher inventory levels. Both current and potential opportunities within our public carrier business have required an increase in working capital investments. As such, on October 19, 2017 we entered into the Amended and Restated Credit Agreement, as discussed below, based upon our anticipated borrowing and cash needs.

Net cash used in investing activities of \$1.4 million for the first three months of fiscal 2019 was up from expenditures of \$0.8 million for the first three months of fiscal 2018. Cash used in both periods was due to capital expenditures largely comprised of investments in information technology.

Net cash provided by financing activities was \$3.1 million for the first three months of fiscal 2019, compared to \$6.6 million provided in the first three months of fiscal 2018. During the first three months of fiscal 2019 and 2018, we utilized our asset based secured Revolving Credit Facility, leading to a cash inflow of \$4.9 million

and \$8.3 million, respectively. During the first three months of each of fiscal 2019 and fiscal 2018, we had cash outflows of \$1.7 million due to cash dividends paid to shareholders.

On October 19, 2017, the Company and its primary operating subsidiaries, as co-borrowers, entered into an Amended and Restated Credit Agreement with the Company's primary lenders. Pursuant to the Amended and Restated Credit Agreement, the Credit Agreement for the secured Revolving Credit Facility previously established in June 2016, was amended and restated in order to, among other things, increase the Company's borrowing limit from up to \$35 million to up to \$75 million. In addition to expanding the borrowing limit, the Amended and Restated Credit Facility extends the applicable maturity date to October 19, 2021. As of July 1, 2018, we had a \$15.8 million balance on the Revolving Credit Facility; therefore, we had \$59.2 million available, subject to the Borrowing Base limitations and compliance with the other applicable terms of the Amended and Restated Credit Agreement, including the financial and other covenants discussed in Note 4 to our Consolidated Financial Statements included in this Quarterly Report on Form 10-Q.

In connection with the entering into of the Amended and Restated Credit Agreement, the Company and the other Company affiliate borrowers and subsidiaries, referred to collectively as the Loan Parties, executed and delivered to SunTrust Bank, as Administrative Agent, a Reaffirmation Agreement, pursuant to which the obligations of the Loan Parties under the Guaranty and Security Agreement delivered by the Loan Parties in connection with the secured credit facility as previously existing (including the previously existing guaranty by the Loan Parties not otherwise Borrowers and the previously existing grant by the Company and the other Loan Parties of a continuing first priority security interest in inventory, accounts receivable and deposit accounts, and on all documents, instruments, general intangibles, letter of credit rights, and all proceeds) were ratified and confirmed as respects the Obligations arising under the Amended and Restated Credit Facility from time to time.

On March 31, 2009, we entered into a term loan with the Baltimore County Economic Development Revolving Loan Fund for an aggregate principal amount of \$250,000. The term loan is payable in equal monthly installments of principal and interest of \$2,300, with the balance due at maturity on April 1, 2019. The term loan bears interest at 2.00% per annum and is secured by a subordinate position on our Hunt Valley, Maryland facility. At July 1, 2018, the principal balance of this term loan was \$22,800.

We have made quarterly dividend payments to holders of our common stock since the third quarter of fiscal 2010. Our most recent quarterly cash dividend of \$0.20 per share was paid in June 2018. On July 16, 2018, we declared a quarterly cash dividend in the amount of \$0.20 per share, payable on August 15, 2018 to shareholders of record as of August 1, 2018.

Any future declaration of dividends and the establishment of any corresponding record and payment dates remains subject to further determination from time to time by the Board of Directors.

We believe that our existing cash, payments from customers and availability under our Revolving Credit Facility will be sufficient to support our operations for at least the next twelve months. To minimize interest expense, our policy is to apply excess available cash to reduce the balance outstanding from time to time on our Revolving Credit Facility. Our increased focus over the past several quarters on business opportunities for sales to our public carrier customers led to the recent expansion of our Revolving Credit Facility, and has at times resulted in increased borrowings and dependence on that facility. We expect this trend to continue, although at present we have no plans for any further expansion of the facility. If we were to undertake an acquisition or other major capital purchases that require funds in excess of existing sources of liquidity, we would look to sources of funding from additional credit facilities, debt and/or equity issuances. As of July 1, 2018, we do not have any material capital expenditure commitments.

In addition, our liquidity could be negatively impacted by decreasing revenues and profits resulting from a decrease in demand for our products or a reduction in capital expenditures by our customers, or by the weakened financial conditions of our customers or suppliers, in each case as a result of a downturn in the global economy, among other factors.

Recent Accounting Pronouncements

A description of recently issued and adopted accounting pronouncements is contained in Note 2 to our Consolidated Financial Statements.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based on our unaudited Consolidated Financial Statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amount of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. Actual results may differ from these estimates under different assumptions or conditions.

For a detailed discussion on our critical accounting policies, please refer to our Annual Report on Form 10-K for the fiscal year ended April 1, 2018.

Off-Balance Sheet Arrangements

We have no material off-balance sheet arrangements.

Forward-Looking Statements

This Quarterly Report on Form 10-Q may contain forward-looking statements. These forward-looking statements may generally be identified by the use of the words “may,” “will,” “expects,” “anticipates,” “believes,” “estimates,” and similar expressions, but the absence of these words or phrases does not necessarily mean that a statement is not forward looking. Forward looking statements involve a number of risks and uncertainties. Our actual results may differ materially from those described in or contemplated by any such forward-looking statement for a variety of reasons, including those risks identified in our most recent Annual Report on Form 10-K, this Quarterly Report on Form 10-Q, and other periodic reports filed with the SEC, under the heading “Risk Factors” and otherwise. Consequently, the reader is cautioned to consider all forward-looking statements in light of the risks to which they are subject.

We are not able to identify or control all circumstances that could occur in the future that may adversely affect our business and operating results. Without limiting the risks that we describe in our periodic reports and elsewhere, among the risks that could lead to a materially adverse impact on our business or operating results are the following: termination or non-renewal of limited duration agreements or arrangements with our vendors and affinity partners that are typically terminable by either party upon several months or otherwise relatively short notice; loss of significant customers or relationships, including affinity relationships; loss of customers either directly or indirectly as a result of consolidation among large wireless service carriers and others within the wireless communications industry; the strength of our customers', vendors' and affinity partners' business; increasingly negative or prolonged adverse economic conditions, including those adversely affecting consumer confidence or consumer or business spending, or otherwise adversely affecting our vendors or customers,

including their access to capital or liquidity or our customers' demand for, or ability to fund or pay for, our products and services; our dependence on a relatively small number of suppliers and vendors, which could hamper our ability to maintain appropriate inventory levels and meet customer demand; changes in customer and product mix that affects gross margin; effect of "conflict minerals" regulations on the supply and cost of certain of our products; failure of our information technology system or distribution system; system security or data protection breaches; technology changes in the wireless communications industry, or technological failures, which could lead to significant inventory obsolescence and/or our inability to offer key products that our customers demand; third-party freight carrier interruption; increased competition, including from manufacturers or national and regional distributors of the products we sell and the absence of significant barriers to entry which could result in pricing and other pressures on profitability and market share; our relative bargaining power and inability to negotiate favorable terms with our vendors and customers; our inability to access capital and obtain financing as and when needed; claims against us for breach of the intellectual property rights of third parties; product liability claims; our inability to protect certain intellectual property, including systems and technologies on which we rely; our inability to hire or retain our key professionals, management and staff; and the possibility that, for unforeseen reasons, we may be delayed in entering into or performing, or may fail to enter into or perform, anticipated contracts or may otherwise be delayed in realizing or fail to realize anticipated revenues or anticipated savings.

Available Information

Our internet website address is: www.tessco.com. We make available free of charge through our website, our Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13 or 15(d) of the Exchange Act as soon as reasonably practicable after such documents are electronically filed with, or furnished to, the Securities and Exchange Commission. Also available on our Website is our Code of Business Conduct and Ethics.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Interest Rate Risk:

We are exposed to an immaterial level of market risk from changes in interest rates. We have from time to time previously used interest rate swap agreements to modify variable rate obligations to fixed rate obligations, thereby reducing our exposure to interest rate fluctuations. We had no long-term variable rate debt obligations as of July 1, 2018. Based on July 1, 2018 borrowing levels, a 1.0% increase or decrease in current market interest rates would have an immaterial effect on our statement of income.

Foreign Currency Exchange Rate Risk:

We are exposed to an immaterial level of market risk from changes in foreign currency rates. Almost all of our sales are made in U.S. Dollars so we have an immaterial amount of foreign currency risk. Those sales not made in U.S. Dollars are made in Canadian Dollars.

Item 4. Controls and Procedures.

The Company's management, with the participation of the Chief Executive Officer (CEO) and Chief Financial Officer (CFO), has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended (Exchange Act)) as of the end of the period covered by this quarterly report. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's

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objectives will be met. Based on the evaluation of these controls and procedures required by Rules 13a-15(b) or 15d-15(b) of the Exchange Act, the Company's management, including the CEO and CFO, have concluded that, as of the end of the period covered by this quarterly report, the Company's disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and to provide reasonable assurance that such information is accumulated and communicated to the Company's management, including the Company's CEO and CFO, as appropriate to allow timely decisions regarding required disclosure. During the period covered by this quarterly report, there have been no changes to the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

Lawsuits and claims are filed against us from time to time in the ordinary course of business. We do not believe that any lawsuits or claims currently pending against the Company, individually or in the aggregate, are material, or will have a material adverse effect on our financial condition or results of operations. In addition, from time to time, we are also subject to review from federal and state taxing authorities in order to validate the amounts of income, sales and/or use taxes which have been claimed and remitted.

Item 1A. Risk Factors.

There have been no material changes from the risk factors as previously disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended April 1, 2018. Nevertheless, information that we have disclosed or will disclose from time to time in our public filings (including this Quarterly Report on Form 10-Q and other periodic reports filed under the Exchange Act) may provide additional data or information relative to our previously disclosed risk factors. We are not able to identify or control all circumstances that could occur in the future that may adversely affect our business and operating results. Additional risks and uncertainties that management is not aware of or focused on, or that management currently deems immaterial may also adversely affect our business, financial position and results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

None.

Item 6. Exhibits.

(a) Exhibits:

- 10.1* [Form of Stock Option Agreement – Officers](#)
- 31.1.1* [Certification of Chief Executive Officer required by Rule 13a-14\(a\) or 15d-14\(a\) of the Securities Exchange Act of 1934, as amended pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- 31.2.1* [Certification of Chief Financial Officer required by Rule 13a-14\(a\) or 15d-14\(a\) of the Securities Exchange Act of 1934, as amended pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- 32.1.1* [Certification of periodic report by Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- 32.2.1* [Certification of periodic report by Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- 101.1* The following financial information from TESSCO Technologies, Incorporated’s Quarterly Report on Form 10-Q for the quarter ended July 1, 2018 formatted in XBRL: (i) Consolidated Statement of Income for the three and three months ended July 1, 2018 and June 25, 2017; (ii) Consolidated Balance Sheet at July 1, 2018 and April 1, 2018; (iii) Consolidated Statement of Cash Flows for the three months ended July 1, 2018 and June 25, 2017; and (iv) Notes to Consolidated Financial Statements.

*Filed herewith

Signature

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

TESSCO Technologies Incorporated

Date: July 27, 2018

By: /s/ Aric M. Spitulnik
Aric Spitulnik
Chief Financial Officer
(principal financial and accounting officer)

THE SECURITIES REPRESENTED BY THIS OPTION HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE; THEREFORE, THE TRANSFER OF THIS OPTION IS SUBJECT TO COMPLIANCE WITH THE CONDITIONS SPECIFIED HEREIN, AND NO SUCH TRANSFER OF THIS OPTION SHALL BE VALID UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED.

TESSCO TECHNOLOGIES INCORPORATED

STOCK OPTION

THIS STOCK OPTION (this "Option") is granted by TESSCO Technologies Incorporated, a Delaware corporation (the "Company"), to _____ (the "Optionee") effective as of May 10, 2018 (the "Grant Date").

RECITALS

A. The Optionee is a key employee of the Company. In order to retain the Optionee and give the Optionee an additional incentive to further the Company's growth, development, and financial success, the Compensation Committee of the Board of Directors of the Company (the "Committee"), pursuant to authority delegated by the Board of Directors of the Company (the "Board"), has determined to grant to the Optionee, pursuant to the TESSCO Technologies Incorporated Third Amended and Restated Stock and Incentive Plan (as heretofore or from time to time hereafter amended, the "Plan"), an option to purchase 10,000 shares (the "Option Shares") of the Company's Common Stock, par value \$.01 per share (the "Common Stock"), at an exercise price of \$17.55 per share (the "Exercise Price"), which price the Board or Committee has determined to be the fair market value of the Common Stock as of the Grant Date.

B. This Option is not intended to, and shall not, constitute or be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code.

NOW, THEREFORE, to evidence the grant of the option and to set forth the terms and conditions governing the exercise thereof and the parties' other agreements relative thereto, the parties, intending to be legally bound, agree as follows:

SECTION 1. GRANT, TERM, AND VESTING OF OPTION

1.1 In General. The Company hereby grants to the Optionee the right, and the Optionee shall be entitled, to purchase from the Company at any time and from time to time after the date hereof but not later than 5:00 p.m. Baltimore time on May 10, 2024 (the "Expiration Date"), up to 10,000 shares of Common Stock at the Exercise Price on the terms and subject to the conditions hereinafter set forth.

1.2 Right to Exercise. Except as otherwise set forth (and subject to all of the other conditions and limitations contained) in this SECTION 1, this Option shall become exercisable with respect to the percentage of the total number of Option Shares (the "Vested Percentage") on each of the dates set forth below (each a "Vesting Date"), *provided* that the Optionee continues to be employed by the Company on such Vesting Date:

(a) On the first anniversary of the Grant Date: 25% and

(b) On the corresponding day (i.e., on the 10th day) of each calendar month following the first anniversary of the Grant Date and continuing for a total of 36 additional months, an additional 2.0833%, until the fourth anniversary of the Grant Date, when the total Vested Percentage shall equal 100%.

1.3 Change in Control.

(a) Accelerated Vesting. Notwithstanding SECTION 1.2, if there is a Change in Control of the Company and the Optionee's employment is terminated either (x) by the Company other than for Cause (as defined below) and other than on account of death or Disability (as defined below), or (y) by the Optionee for Good Reason (as defined below), and the effective date of such termination in the case of (x) or (y) occurred or occurs during the period beginning three (3) months before the date of the Change in Control and ending one (1) year after the date of the Change in Control, then this Option shall (if not already so exercisable) become exercisable with respect to 100% of the total number of Option Shares. For the avoidance of doubt, any change in the identity of the entity employing Optionee on account of a Change in Control shall not, without more, constitute termination of employment.

(b) Company Right to Accelerate Vesting and Establish Accelerated Exercise Deadline. If at any time before the Expiration Date, and assuming this option remains in effect, the Company becomes aware of the occurrence (or impending occurrence) of any Change in Control, then the Company shall have the right and option (but not any obligation) to give the Optionee written notice thereof (a "Change in Control Notice") as promptly as practicable, setting forth (if known) the date on or about which the Change in Control is anticipated to occur. If a Change in Control Notice is given by the Company to the Optionee not less than twenty (20) days before (x) the consummation of a Change in Control described in subsection (e)(i), (e)(ii) or (e)(iii) of this SECTION 1.3 (a "Change in Control Event"), or (y) the actual or anticipated record date or other date for establishing the holders of Common Stock entitled to the initial liquidating dividend or other distribution in respect of any Change in Control described in subsection (e)(iv) of this SECTION 1.3 (a "Company Liquidation", and the actual date, the "Liquidating Distribution Record Date"), and otherwise in accordance with subsection (d) below, the Company shall have the right and option (but not any obligation under this SECTION 1.3(b)) (i) to cause the vesting of this Option to be accelerated (whereupon this Option will become exercisable with respect to 100% of the total number of Option Shares), such acceleration to be effective upon, or immediately prior to and conditioned upon, the occurrence of the Change in Control Event or Liquidating Distribution Record Date, as applicable, described in or contemplated by the Change in Control Notice, and on or subject to any other conditions, qualifications or limitations (the "Additional Conditions") stated or provided for therein (including the right to withdraw the Change in Control Notice for any or no reason, and subject to the right of the Company to waive any Additional Conditions or other requirements in whole or in part), and (ii) as provided in the Change in Control Notice, and as a condition to acceleration as contemplated by (i) above, to terminate this Option, insofar as then remaining unexercised, without further notice and without consideration of any kind, effective upon, or immediately prior to and conditioned upon, the occurrence of the Change in Control Event or Liquidating Distribution Record Date, as applicable, and satisfaction of any other Additional Conditions not waived by the Company.

Notwithstanding the foregoing, if and in the event that the term of employment of the Optionee has terminated or expired as of the date of the giving of the Change in Control Notice or at any time prior to the Change in Control Event or Liquidating Distribution Record Date referred to therein, as applicable, but this Option (and the right to exercise this Option) has not then otherwise expired by its terms, then the Company shall have the right under this SECTION 1.3(b) to deliver a Change in Control Notice and establish an Accelerated Exercise Deadline (as defined below) without any corresponding acceleration of the vesting of this Option (except as the circumstances and SECTION 1.3(a) hereof may otherwise provide for acceleration of vesting), and this Option shall then be exercisable only to the extent otherwise exercisable as of the date of termination of employment (except as the circumstances and SECTION 1.3(a) hereof may otherwise provide for acceleration, in which case vesting of this Option will accelerate accordingly), until the first to occur of the Accelerated Exercise Deadline and the date otherwise provided for hereunder, whereupon this Option will terminate and expire without consideration of any kind.

(c) Change in Control Agreement. In the event of, or if in anticipation of, a Change in Control (including a Company Liquidation) in which the Company is not or will not be the surviving or acquiring company, or in which the Company is or becomes, or will become, a wholly-owned subsidiary of another company prior to the Expiration Date or other termination of this Option, then:

(i) if there is no Change in Control Agreement (as defined below) or if the Change in Control Agreement does not provide for the change, conversion or exchange of this Option for similar securities of another company (with equivalent terms and appropriate adjustments as provided for below in the context of a Reorganization Event, and including terms providing for acceleration of vesting consistent with SECTION 1.3(a) hereof as respects the then prior Change in Control of the Company), then the Company shall deliver a Change in Control Notice and establish an Accelerated Exercise Deadline, each in the manner and containing the information required or contemplated by (but not pursuant to) a Change in Control Notice delivered pursuant to subsection (b) above, and provide the Optionee with an opportunity to exercise this Option in accordance with subsection (d) below, whereupon Optionee shall have the right during the applicable period to exercise this Option only as to all or any part of the Option Shares for which otherwise exercisable, unless either (x) the Optionee then continues to be employed by the Company or (y) the provisions of SECTION 1.3(a) hereof would so provide or require, in either of which the vesting of this Option will accelerate and this Option will also be exercisable for any additional Option Shares as to which this Option would not otherwise be exercisable by reason of an insufficient lapse of time, all subject, however, to the actual consummation of the Change in Control (and in the case of a Company Liquidation, the occurrence of the Liquidating Distribution Record Date) and satisfaction of the applicable conditions, and this Option will thereupon terminate and expire without consideration; and

(i i) if there is a Change in Control Agreement and if the Change in Control Agreement provides for the change, conversion or exchange of the shares under outstanding and unexercised stock options, generally, or this Option, for similar securities of another company (with equivalent terms and appropriate adjustments as provided for below in the context of a Reorganization Event, and including terms providing for acceleration of vesting consistent with SECTION 1.3(a) hereof as respects the then prior Change in Control of the

Company), then in connection with the Change in Control, in lieu of the vesting of this Option being accelerated and this Option then terminating to the extent not exercised as otherwise contemplated by clause (i) of this subsection (c), then, and unless the Company shall have exercised its right under subsection (b) above, this Option shall be changed, converted or exchanged in a manner not inconsistent with the provisions of the Change in Control Agreement for the adjustment, change, conversion or exchange of such stock and such options, for a new or replacement option issued by and exercisable for the securities of the other company (with equivalent terms and appropriate adjustments as provided for below in the context of a Reorganization Event, and including terms providing for possible future acceleration of vesting consistent with SECTION 1.3(a) hereof, as respects the then prior Change in Control of the Company).

Adjustments and determinations under this subsection (c) (including all determinations regarding Change in Control and the existence and sufficiency of any Change in Control Agreement, including whether one shall have occurred or exists) shall be made by the Committee, whose decisions, including as to what adjustments or determinations shall be made, and the extent thereof, shall be final, binding and conclusive.

(d) Accelerated Exercise Deadline. As a condition to any termination of this Option pursuant to or as contemplated by subsection (b) or subsection (c)(i) of this SECTION 1.3, however, the Company shall afford the Optionee no less than fifteen (15) days after the date on which the Change in Control Notice is given to exercise this Option in whole or in part (and, if applicable, on the assumption that the Option will be accelerated) during a period ending on a date (the "Accelerated Exercise Deadline") provided for or set forth in the Change in Control Notice. In the event that the Optionee does not deliver a notice of exercise to the Company, or insofar as the Optionee does not exercise this Option, in either case on or before the Accelerated Exercise Deadline, then, unless the Board or the Committee (or any successor to either) in its sole and absolute discretion determines otherwise, this Option will terminate and expire effective upon, or immediately prior to and conditioned upon, the occurrence of the Change in Control Event or Liquidating Distribution Record Date, as applicable, without consideration of any kind.

In order to effect any exercise contemplated by subsection (b) or subsection (c)(i) of this SECTION 1.3, the Optionee shall deliver a timely notice of exercise by not later than the Accelerated Exercise Deadline, and then (unless the notice of exercise expressly states that it is not so conditioned and should be deemed an exercise of this Option to whatever extent this Option is then otherwise exercisable or to some lesser extent) the exercise of this Option effected by such notice of exercise (whether or not explicitly so stated therein) shall be conditioned upon, and shall be deemed to occur immediately prior to, the consummation of the Change in Control Event or Liquidating Distribution Record Date, as applicable, and satisfaction (or waiver by the Company) of any Additional Conditions. For the avoidance of doubt, any acceleration of the vesting of this Option (or the right of Optionee to exercise this Option with respect to any Option Shares vested other than on account of the passage of time) as described in or contemplated by the Change in Control Notice (whether delivered pursuant to clause (b) or clause (c)(i) above) may be deemed by the Company to be effective prior to, but shall not otherwise be effective unless and until, and shall be conditioned upon, the occurrence or consummation of the Change in Control Event or Liquidating Distribution Record Date, as applicable, and satisfaction (or waiver by the Company) of any Additional Conditions. Any payment of any portion of the Exercise Price delivered by the

Optionee in anticipation of an acceleration or termination of this Option in connection with a Change in Control shall be returned to the Optionee in the event that the Change in Control does not occur or the conditions to acceleration are not met for any reason, and the acceptance by the Company of any such payment in advance shall not be effective to alter the terms hereof.

(e) Certain Definitions. For purposes of this Option:

(i) “Change in Control” means the occurrence of any of the following:

1) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any “person” or related “group” of persons (as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) (other than the Company or any of its subsidiaries, or Robert B. Barnhill, Jr., his affiliates, or members of his family) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company representing fifty percent (50%) or more of the combined voting power of the then-outstanding securities of the Company; or

2) there is a change in the composition of a majority of the Board within twelve (12) months after any “person” or related “group” of persons (as such terms are defined above) (other than Robert B. Barnhill, Jr., his affiliates, or members of his family) becomes the beneficial owner, directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the then-outstanding securities of the Company; or

3) there is consummated (in one transaction or a series of related transactions, and whether directly involving the Company or indirectly involving the Company through one or more intermediaries) any (x) consolidation, merger, reorganization, share exchange or business combination, or (y) any sale, lease, exchange, or other transfer of all or a substantial portion of the assets of the Company, or (z) the acquisition of assets or stock of another entity, in each case other than: a transaction

(a) which results in the Company’s voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company’s assets or otherwise succeeds to the business of the Company (the Company or such person, the “Successor Entity”)) directly or indirectly, at least a majority of the combined voting power of the Successor Entity’s outstanding voting securities immediately after the transaction, *and*

(b) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for these purposes as

beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction;

or

4) the stockholders of the Company approve a plan or proposal in respect of any liquidation, dissolution, or divisive reorganization of the Company (a "Company Liquidation"); and

(ii) "Change in Control Agreement" means a written plan or agreement regarding the terms and implementation of a Change in Control in which the Company is not the surviving or acquiring company, or in which the Company is or becomes a wholly-owned subsidiary of another company after the effective date of the Change in Control.

(f) No Extension of Expiration Date. Notwithstanding any other provision of this Option, in no event may this Option be exercised in whole or in part after the Expiration Date.

1.4 Termination for Cause; Resignation. If (i) the Optionee's employment with the Company is terminated by the Company for Cause (as defined below) or (ii) the Optionee resigns or otherwise voluntarily terminates his or her employment with the Company other than for Good Reason (as defined below), then all rights under this Option shall terminate effective as of the date of such termination. For purposes of this Option:

(a) "Cause" means any of the following, each of which shall also constitute "gross misconduct" as that term is used in the Plan:

(i) The Optionee's conviction of, or a plea of guilty or nolo contendere to, a felony or a crime involving moral turpitude;

(ii) The Optionee's embezzlement or criminal diversion of funds or property of the Company or any of the Company's subsidiaries; or

(iii) Any willful failure by the Optionee to perform the substantial duties of the Optionee's position or any other act or failure to act that is reasonably determined by the Committee to constitute gross misconduct by the Optionee;

and

(b) "Good Reason" means any of the following:

(i) Any material adverse change in the Optionee's duties or reporting responsibilities or any material reduction in the Optionee's authority (other than as a result of Disability of Optionee), provided the Optionee specifically objects in writing to the change or reduction within thirty (30) days after the change or reduction occurs and the Company does not rescind the change or reduction within a further period of thirty (30) days; or

(ii) Any material failure by the Company or its subsidiaries to make a payment due to the Optionee or to provide the Optionee with a benefit due to the Optionee, but only if the failure is not cured in all material respects within fifteen (15) days after the Company receives written notice of such failure.

1.5 Termination Without Cause or for Good Reason.

(a) If the Optionee's employment with the Company is terminated by the Company other than for Cause or Disability or (y) by the Optionee for Good Reason, then, subject to SECTION 1.3(a), the Optionee shall be entitled to exercise this Option to the same extent that it would have been exercisable on the effective date of termination of the Optionee's employment for a period of three (3) months thereafter (but in no event later than the Expiration Date), unless the Board or the Committee in its sole and absolute discretion determines that this Option should be exercisable to some greater extent or remain exercisable for some longer period (ending in no event later than the Expiration Date).

(b) In the event of any conflict between the provisions of subsection (a) of this SECTION and SECTION 1.3, the provisions of SECTION 1.3 shall prevail over and supersede the provisions of subsection (a) of this SECTION.

1 . 6 Disability. If the Optionee's employment with the Company is terminated as a result of Disability (as defined in the Plan), this Option shall not terminate or be forfeited and the Optionee shall remain entitled to exercise this Option to the same extent that it would have been exercisable on the date of termination of the Optionee's employment for a period of twelve (12) months thereafter (but in no event later than the Expiration Date), unless the Board or the Committee in its sole and absolute discretion determines that this Option should be exercisable to some greater extent or remain exercisable for some longer period (ending in no event later than the Expiration Date or, if applicable, by any earlier Accelerated Exercise Deadline established pursuant to SECTION 1.3 hereof).

1 . 7 Death. In the event that the Optionee remains employed by the Company at the time of the Optionee's death, the Optionee's personal representative or other successor in interest shall be entitled to exercise this Option to the same extent that it would have been exercisable on the date of the Optionee's death for a period of twelve (12) months thereafter (but in no event later than the Expiration Date), unless the Board or the Committee in its sole and absolute discretion determines that this Option should be exercisable to some greater extent or remain exercisable for some longer period (ending in no event later than the Expiration Date or, if applicable, by any earlier Accelerated Exercise Deadline established pursuant to SECTION 1.3 hereof).

1 . 8 "Employment" As used in this Option, "employment" by or with the Company includes employment by or with any of the Company's subsidiaries.

SECTION 2. EXERCISE OF OPTION

2.1 In General. In the event the Optionee desires to exercise this Option with respect to all or any portion of the Option Shares, the Optionee shall give notice to the Company in substantially the form of Exhibit A (together with any other representations, warranties, and undertakings that may otherwise be required by the Company of the Optionee pursuant to the terms of this Option or the Plan). Such notice shall state the number of Option Shares with respect to which this Option is being exercised and shall be accompanied by payment of the Exercise Price multiplied by the number of Option Shares with respect to which this Option is being exercised (the “Aggregate Exercise Price”).

2.2 Payment Options. Unless otherwise permitted by the Board or the Committee, payment of the Aggregate Exercise Price shall be made in cash or by check payable to the order of the Company. Notwithstanding the foregoing, if authorized by the Board or the Committee in its sole discretion (either generally in respect of all or a particular class or group of option awards under the Plan or specifically in respect of this Option), payment of the Aggregate Exercise Price may also be made in whole or in part: (i) through the retention by the Company of Option Shares that would otherwise be issued pursuant to the exercise of this Option, (ii) by the delivery of shares of Common Stock already owned by the Optionee with an aggregate Fair Market Value (as defined below) equal to the Aggregate Exercise Price, or (iii) by any other form of payment that is acceptable to the Board or the Committee, as the case may be. If the Aggregate Exercise Price is paid in the manner described in clause (i) above, the number of shares to be issued to the Optionee shall be reduced by the product of (x) the total number of shares to be acquired (determined without regard to clause (i)) times (y) the quotient of (a) the Exercise Price divided by (b) the Fair Market Value, which reduction shall constitute payment of the Exercise Price for the shares acquired pursuant to clause (i).

2.3 Withholding Taxes. The Company shall be entitled to require as a condition of delivery of the shares to be acquired upon exercise of this Option that the Optionee remit to the Company an amount sufficient to satisfy all federal, state, and other taxes or withholding requirements that may be imposed upon the Company (“Tax Obligations”). Notwithstanding the foregoing, the Board or the Committee may in its sole discretion authorize payment or other satisfaction of all or any portion of such Tax Obligations to be made in a manner similar to one or more of the methods referenced in SECTION 2.2 with respect to payment of the Aggregate Exercise Price. Whether or not the Company requires the Optionee to remit any such amounts, the Company shall have the right to withhold such amounts from any compensation or other payments otherwise due to the Optionee.

2.4 Fractional Shares. The Company shall not be required to issue fractions of shares upon exercise of this Option. If any fractional interest in a share is otherwise deliverable upon the exercise of this Option, the Company shall purchase the fractional interest for an amount in cash equal to the Fair Market Value of the fractional interest.

2.5 Limitation on Exercise. Notwithstanding any other provision of this Option, this Option shall not be exercisable in whole or in part, and no shares of Common Stock shall be issuable by the Company in respect of any attempted exercise, at any time when such exercise or issuance is prohibited by the Company’s policies then in effect concerning transactions by officers, directors, or employees in securities of the Company.

2.6 “Fair Market Value”.

(a) For purposes of this SECTION 2, except as provided in subsection (b) of this SECTION 2.6, “Fair Market Value” means the last reported sales price of the Common Stock on any national securities exchange or quotation system as of the day before the date of exercise, or the average of the closing bid and asked prices of the Common Stock as reported by the Nasdaq Stock Market as of the day before the date of exercise, or, if not reported by Nasdaq, the fair market value of a share of Common Stock as of the day before the date of exercise as determined in good faith by the Board or the Committee.

(b) Notwithstanding subsection (a), in the case of any exercise of this Option in connection with or conditioned upon the consummation of a Change in Control Transaction in which, or in connection with which, the Common Stock of the Company generally is valued for purposes of its acquisition, conversion, or exchange in such Change in Control Transaction, “Fair Market Value” for purposes hereof shall be equal to the value established for the Common Stock in such Change in Control Transaction, but in any event such valuation shall not be effective unless and until the conditions to such Change in Control Transaction and the implementation of such value for the Common Stock are satisfied (or deemed satisfied in accordance with the terms hereof, for purposes of exercise of this Option).

2 . 7 Issuance Taxes. The issuance of any stock certificates upon exercise of this Option shall be made without charge to the exercising holder for any stamp or similar tax imposed with respect thereto. The Company shall not, however, be required to pay any such tax that may be payable on account of the issuance and delivery of stock certificates in any name other than that of the registered holder of this Option, and the Company shall not be required to issue or deliver any such stock certificate unless and until the person or persons requesting the issue thereof have paid to the Company the amount of such tax or have established to the satisfaction of the Company that such tax has been paid.

SECTION 3. RESTRICTIONS ON TRANSFER; LEGENDS

3 . 1 Transfer Restrictions; Opinion of Counsel. Neither this Option nor all or any part of the Optionee’s rights hereunder may be pledged, hypothecated, sold, assigned, transferred, or otherwise encumbered or disposed of, either voluntarily or by operation of law (whether by virtue of execution, attachment, or similar process) (each of the foregoing a “Transfer”). No shares issued upon the exercise of this Option may be Transferred, other than by will or by operation of the laws of descent and distribution, unless the transferor first delivers to the Company (if the Company so requests or if a legend appearing on the certificate evidencing, or a similar restriction contained in the books of account reflecting, shares of Common Stock to be so issued requires) an opinion of counsel reasonably satisfactory to counsel for the Company to the effect that such Transfer is permitted under applicable federal and state securities laws. Any purported Transfer in violation of the foregoing restrictions shall be null and void and without effect.

3 . 2 Option Legends. This Option and each option issued in exchange for or upon transfer of this Option shall (unless otherwise permitted by the provisions of this SECTION 3) be stamped or otherwise imprinted with a legend in substantially the following form:

The securities represented by this Option have not been registered under the Securities Act of 1933, as amended, or the securities laws of any state; therefore, the transfer of this Option is subject to compliance with the conditions specified herein, and no transfer of this Option shall be valid or effective until such conditions have been fulfilled.

SECTION 4. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF SHARES ISSUABLE UPON EXERCISE

4.1 Stock Dividends, Splits, Etc. In the event that (i) the authorized shares of Common Stock are subdivided into a greater, or combined into a lesser, number of shares of Common Stock (whether with or without par value) or (ii) the Company issues additional Common Stock as a dividend:

(a) The Exercise Price shall be decreased or increased, as the case may be, to an amount which bears the same relation to the Exercise Price in effect immediately before such subdivision, combination, or dividend as the total number of shares of Common Stock outstanding immediately before such subdivision, combination, or dividend bears to the total number of shares of Common Stock outstanding immediately after such subdivision, combination, or dividend; and

(b) The number of shares issuable upon the exercise of this Option shall be adjusted by multiplying the number of shares so issuable immediately before the adjustment of the Exercise Price described in subsection (a) by the Exercise Price immediately before such adjustment and dividing the product so obtained by the Exercise Price after such adjustment.

4.2 Reorganization Events. In case of any capital reorganization, reclassification of the Common Stock, consolidation of the Company with, or the merger of the Company into, any other corporation or entity as may be permitted by law, or the sale of all or substantially all of the property and assets of the Company to any other corporation or entity (each a "Reorganization Event") that affects the Common Stock in such a manner that an adjustment is necessary or appropriate in order to prevent dilution or enlargement of the benefits intended by this Option, the Committee (or any successor thereto) shall, in such manner as it may deem equitable but subject otherwise to the terms of this Option effective upon or in anticipation of a Change in Control, adjust any or all of: (A) the number and type of securities or other property that thereafter shall be the subject of this Option and (B) the exercise price with respect to this Option, and after such Reorganization Event this Option (or any replacement or substitution therefor that is issued as a consequence of the Reorganization Event), as so adjusted, shall remain outstanding and continue to vest and be and become exercisable (but in no event beyond the Expiration Date) for shares of stock or other securities or property of the Company, or of the corporation or entity resulting from or surviving, or acquiring the assets of the Company pursuant to, such Reorganization Event. The subdivision or combination of the authorized shares of Common Stock into a greater or lesser number of shares of Common Stock (whether with or without par value) shall not be deemed a reclassification of the Common Stock for the purposes of this Section 4.2.

4.3 Notice of Certain Actions. In addition to such other notices as may be required of the Company under SECTION 1.3(b) or (c) in respect of a Change in Control, if any date before the Expiration Date is fixed by the Company as the date as of which holders of Common Stock (i) shall be entitled to receive any dividend or any distribution upon the Common Stock of the Company other than a dividend payable in cash or in Common Stock, (ii) shall be offered any subscription or other rights, or (iii) shall be entitled to participate in any Reorganization Event, the Company shall cause notice thereof (specifying such date) to be mailed to the registered holder of this Option at such holder's address appearing on the books of the Company at least fifteen (15) days before the date as of which such holders of Common Stock are to be determined.

4.4 Notice of Adjustment. Whenever the Exercise Price or the number or shares issuable upon exercise of this Option is adjusted as required by the provisions of this SECTION 4 and such adjustment is not otherwise publicly announced, the Company shall endeavor to promptly mail a notice setting forth the adjusted Exercise Price and the adjusted number of shares for which this Option is exercisable to the registered holder of this Option at such holder's last address as it appears on the books of the Company, but failure to give or receive such notice, or any defects therein or in the mailing thereof, shall not affect such adjustments.

4.5 Reservation of Sufficient Shares. The Company shall at all times reserve and keep available out of its authorized but unissued Common Stock and for the purpose of effecting the issuance of shares upon the exercise of this Option such number of its duly authorized shares of Common Stock as shall from time to time be sufficient for such purpose. If at any time the number of authorized but unissued shares of Common Stock is not sufficient to effect the issuance of shares upon the exercise of this Option at the Exercise Price then in effect, the Company shall take such corporate action as may, in the opinion of its counsel, be reasonably necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for this purpose.

4.6 Exercise Price Not Less Than Par Value. As a condition precedent to the taking of any action that would cause an adjustment reducing the then-prevailing Exercise Price below the then-par value, if any, per share of the Common Stock issuable upon exercise of this Option, the Company shall take such corporate action as may, in the opinion of its counsel, be reasonably necessary in order that the Company may validly and legally issue its Common Stock at the adjusted Exercise Price upon any subsequent exercise of this Option.

4.7 Registration and Approval.

(a) If any shares of the Common Stock reserved or to be reserved for the purpose of issuance upon the exercise of this Option require registration with or approval of any governmental authority under any federal or state law before such shares may be validly issued upon exercise of this Option, then the Company covenants that it will in good faith and as expeditiously as reasonably possible endeavor to secure such registration or approval, as the case may be; *provided*, however, that this provision shall not require the Company (i) to actually secure such registration or approval (but merely to endeavor in good faith and as expeditiously as reasonably possible to do so) or (ii) to endeavor to secure such registration or approval in order (x) to issue shares upon exercise of this Option if such shares can lawfully be issued pursuant to one or more exemptions from registration under applicable federal and state securities laws (whether

or not as a consequence thereof such shares constitute “restricted securities” or the holder of such shares is unable to transfer such shares absent registration or the availability of a suitable exemption from registration under such laws) or (y) to enable any person to sell or distribute shares received upon exercise of this Option in a transaction involving a public offering within the meaning of the Securities Act as then in effect.

(b) In the event that shares of Common Stock issued upon exercise of this Option are not to be issued pursuant to an effective Registration Statement under the Securities Act, or if such shares otherwise are or would be restricted securities in the hands of the Optionee upon issuance, then the Company may require, as a condition to exercise by the Optionee of this Option, such representations and undertakings on the part of the Optionee as may be reasonably required by the Company to allow for such issuance without violation of, and to assure continued compliance by the Optionee following such issuance with, applicable law, and the certificate(s) evidencing such shares, or the books of account reflecting such shares, may bear or be marked with an appropriate legend as to any applicable restrictions on transfer, or similar restrictions, as may be so required.

4 . 8 Shares Fully Paid and Nonassessable. The Company covenants that all shares issued upon exercise of this Option will upon issuance be fully paid and nonassessable.

SECTION 5. MISCELLANEOUS

5.1 Entire Agreement. This Option (together with the Plan, to which it is and shall remain subject) constitutes the entire agreement and understanding between the parties hereto, and supersedes any prior agreement or understanding, relating to the subject matter of this Option.

5.2 Conflicts with Plan; Amendments. This Agreement has been granted as an “Option” (and, in particular, a “Non-Qualified Option”) under the Plan and shall be construed consistently with the Plan. In the event of any clear conflict between the provisions of the Plan and this Option, the provisions of the Plan shall control. The Committee has the right, in its sole discretion, to amend this Option from time to time in any manner for the purpose of promoting the objectives of the Plan but only if all other Non-Qualified Options under the Plan that are then in effect at the time of such amendment are also similarly amended with substantially the same effect. Any such amendment of this Option will, upon adoption by the Committee, become and be binding and conclusive on all persons affected by it without requirement for consent or other action by any such person. The Company will give the Optionee or other registered holder of this Option written notice of any such amendment of this Option as promptly as practicable after it is adopted.

5.3 No Rights of Stockholder. The Optionee shall not be deemed a stockholder of the Company for any purpose until the shares issuable upon exercise of this Option have been issued to the Optionee upon exercise of this Option. The existence of this Option shall not affect in any way the right or power of the Company or its stockholders to make or authorize any adjustments, recapitalizations, reorganizations, or other changes in the Company’s capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, or shares of capital stock with a preference ahead of, or convertible into, or otherwise affecting the Common Stock or rights thereof, or dissolution or liquidation of the Company, or any

sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

5 . 4 Notices. Any notice or communication required or permitted hereunder shall be sufficiently given if delivered in person or by commercial courier service or sent by first class mail, postage prepaid:

(a) If to the Company, addressed to it at 11126 McCormick Road, Hunt Valley, MD 21031, marked for the attention of the President, and

(b) If to the Optionee, to the address set forth below Optionee's signature,

or in either case to such other address as any party shall notify the other in accordance with this SECTION 5.4.

5 . 5 Governing Law. This Option shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of Delaware (without regard to any provision that would result in the application of the laws of any other state or jurisdiction).

5 . 6 Headings. The descriptive headings in this Option are inserted for convenience of reference only and do not constitute a part of this Agreement.

5 . 7 Incorporation of Recitals and Exhibits. The recitals to this Option and any exhibits and schedules hereto are a material part of and by this reference are hereby incorporated into this Option.

[Balance of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Stock Option to be signed under seal as of the date first above written.

ATTEST/WITNESS:

TESSCO TECHNOLOGIES INCORPORATED

By: _____ (SEAL)
Murray Wright
President and Chief Executive Officer

Address:

CERTIFICATION

I, Murray Wright, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended July 1, 2018 of TESSCO Technologies Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2018

By: /s/ Murray Wright
Murray Wright
President and Chief Executive Officer

CERTIFICATION

I, Aric Spitulnik, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended July 1, 2018 of TESSCO Technologies Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2018

By: /s/ Aric M. Spitulnik
Aric Spitulnik
Senior Vice President, Corporate Secretary and
Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Murray Wright, Chief Executive Officer of TESSCO Technologies Incorporated (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

1. The Quarterly Report on Form 10-Q of the Company for the quarter ended July 1, 2018 (the "Report"), fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2018

By: /s/ Murray Wright
Murray Wright

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Aric Spitulnik, Chief Financial Officer of TESSCO Technologies Incorporated (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

1. The Quarterly Report on Form 10-Q of the Company for the quarter ended July 1, 2018 (the "Report"), fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2018

By: /s/ Aric M. Spitulnik
Aric Spitulnik

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.
