

AGREEMENT GRANTING NEXTLINK \$1.3 MILLION TO IMPROVE BROADBAND CONNECTIVITY IN WISE COUNTY, TEXAS

This Agreement is made effective as of August 17, 2022 (“Effective Date”), by and between AMG Technology Investment Group, LLC dba Nextlink Internet, a Texas limited liability company with its principal place of business located at 95 Parker Oaks Lane, Hudson Oaks, TX 76087 (the “Company”), and Wise County, Texas (the “County”), each a “Party” and collectively the “Parties” to this Agreement.

RECITALS

- A.** The Company is a provider of broadband internet access service, and currently provides such service to customers within Wise County and other counties of Texas; and
- B.** The Company desires to construct a communications network within the County that would enable it to deliver broadband internet access service to the County; and
- C.** The County desires to expand the availability of broadband internet access service to the County; and
- D.** The County desires to disburse funds to the Company, to support the Company’s construction of a network within the County.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

1. CONSTRUCTION OF THE NETWORK.

Subject to the County’s disbursement of the funds in accordance with Section 2 of this Agreement, the Company shall construct the communications network and provide the communications services proposed in Exhibit A. All determinations made with respect to the manner of construction of the network shall be at the sole discretion of the Company; provided, however, the Company shall complete all work necessary to construct the network no later than March 31, 2022.

2. DISBURSEMENT OF FUNDS.

In consideration for the Company’s construction of the network depicted in Exhibit A, the County shall disburse its total funds to the Company in the form two (2) lump sum payments, each in the amount of Six Hundred and Fifty Thousand Dollars (\$650,000). The first payment shall be made paid at completion of the fiber and wireless upgrades to County offices; and the second payment shall be made within ten (10) days of the date of the Company’s written notice to the County that the construction of the network is complete. This authentication should be provided to the County Judge.

For authentication of the first payment, Nextlink will provide written confirmation that the twenty (20) county office locations speed test at symmetrical gigabit capability at the point of demarcation. For authentication of the second payment, Nextlink will provide a network map indicating tower locations and coverage capability to the terms agreed to in Exhibit A, including speed test data at the point of demarcation for 5 residential locations in the county.

3. EXPENSES.

The Parties understand that each Party may incur various expenses related to the Company's construction of the network pursuant to this Agreement. Except as provided in Section 2 above, neither Party shall be responsible for reimbursement of any such expenses to the other Party.

4. STATUS UPDATES.

Upon written request, but no more than once per calendar quarter, the Company shall provide to the County a written update on the status of its construction of the network.

5. GOOD FAITH COMMITMENT.

The Parties each shall commit their attention to the purpose of this Agreement, and shall cooperate with one another to complete the construction of the network depicted in Exhibit A. Neither Party shall participate in any activity or course of conduct that is inconsistent with, or that is competitive to the purpose of this Agreement.

6. FUTURE NETWORK DEPLOYMENT. Upon request, Company agrees negotiate with developers of new construction in the County, to provide fiber service to newly-constructed homes and businesses in the County at no additional cost to the developer or the County.

7. LIMITATION OF LIABILITY.

Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any claims, liabilities or losses that may arise out of this Agreement. In no event shall either Party be liable to the other Party for any incidental, indirect, special, punitive, or consequential damages (which shall include, without limitation, damages for lost profits).

8. GENERAL TERMS AND CONDITIONS.

(a) **Governing Law.** The Agreement shall be governed, in all respects, by the laws of the State of Texas.

(b) **Amendments.** No modification or waiver of any provision of this Agreement shall bind either Party without a written amendment to this Agreement, executed by a duly authorized representation of each Party.

(c) **Binding Effect; Assignment.** This the terms of this Agreement shall inure to the benefit of, and shall bind each of the Parties hereto and their respective successors and permitted

assigns, all to the extent provided in Section 5, but shall not, in any respect, be deemed to grant any third-party beneficiary rights or claims. Neither Party shall be permitted assign any of its rights, interests, or obligations hereunder without the prior written consent of the other Party.

(d) Counterparts. This Agreement may be executed in counterparts, all of which for all purposes shall be deemed to be an original, and all of which shall, taken together, constitute one and the same instrument.

(e) Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind.

(f) Notices. All notices, requests and other communications required or permitted hereunder shall be written, and shall be delivered by hand, by nationally known delivery service that guarantees next-day delivery, or by first class registered or certified U.S. mail, return receipt requested, postage prepaid, addressed as follows, and shall be deemed effective upon receipt:

If to the Company:

Claude Aiken
Chief Legal Officer
95 Parker Oaks Lane
Hudson Oaks, TX 76087

With copy via email to: legal@team.nxlink.com

If to the County:

Wise County Clerk
P.O. Box 359
Decatur, TX 76234

With copy via email to: countyclerk@co.wise.tx.us

All notices delivered in accordance with this Section 7(f) shall be deemed given upon receipt. Either Party may change its address at any time, upon notice to the other Party.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their duly authorized representative(s) as of the Effective Date first written above.

**AMG TECHNOLOGY
INVESTMENT GROUP, LLC**

By: *Claude Aiken*

Its: Chief Strategy Officer

WISE COUNTY, TEXAS

By: *J.D. Clark*

Its: County Judge

EXHIBIT A

The Company will construct and provide by March 31, 2022:

1. **County Office Service.** Gigabit fiber-based internet service for 18 County office locations, and gigabit fixed wireless service for 2 County office locations.
2. **Fixed Wireless Service.** County-wide fixed wireless service with speed plan availability ranging from 100/20 Mbps to 500/50 Mbps made available to 95% of existing households in Wise County, upgradeable to 100/100 Mbps service.
3. **Affordable Service.** A variety of speed plans at varying prices will be made available, including participation in the Affordable Connectivity Program (“ACP”) providing low-income residents a subsidy on their service. For those qualifying for the ACP, Company will provide a 25 Mbps service at no additional charge above the available ACP subsidy.
4. **Local Field Office.** Company will establish and staff a local field office within the County.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2022-926254

Date Filed:
 08/24/2022

Date Acknowledged:
 8-29-22

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AMG Technology Investment Group, LLC dba Nextlink Internet
 Hudson Oaks, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY-22 Broadband
 Provide county-wide broadband services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Baker, William | Hudson Oaks, TX United States | X | |
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5 Check only if there is NO Interested Party.

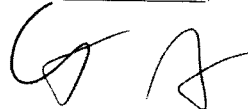
6 UNSWORN DECLARATION

My name is Claude Aiken, and my date of birth is 07/04/1982

My address is 2707 Farm Road, Alexandria, VA, 22302, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virginia, on the 24th day of August, 2022
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)



WISE COUNTY ASSET CONTROL OFFICE

**P.O. Box 952
400 W Walnut
Decatur, TX 76234**

Phone – 940-627-3312

Fax – 940-627-4717

Wise County may not enter into a contract over \$100,000 for goods or services with a company that has over 10 employees unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

By signing this document, your company will be providing the written verification required by Texas Government Code Section 2270.002.

A handwritten signature in black ink, appearing to read "C Aiken", written over a horizontal line.

Signature

Claude Aiken

Printed Name

Chief Legal Officer

Title

Nextlink Internet

Company Name

08-23-2022

Date