

**FIRST AMENDMENT TO
POLK COUNTY RURAL INTERNET CONNECTIVITY PROJECT
DEPLOYMENT AGREEMENT**

This First Amendment to the Polk County Rural Internet Connectivity Project Deployment Agreement (this “Amendment”) is made to be effective as of the last date executed below, by and between Polk County, Texas (the “County”) and Eastex Telephone Cooperative, Inc., for itself and on behalf of its affiliate, Eastex Celco, L.L.C., d/b/a Eastex Net (collectively “Eastex”). All capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

RECITATIONS

- A. The County and Eastex entered into a certain Polk County Rural Internet Connectivity Project Deployment Agreement dated September 27, 2022 (the “Agreement”) under which Eastex would deploy, operate and maintain an Internet/broadband network to deliver high-speed Internet/broadband to certain underserved premises in Polk County, Texas consisting of seven (7) distinct fiber backbone network Construction Projects described as Project 1 through Project 7 of Exhibit A attached to the Agreement.
- B. The parties desire to modify the Agreement by replacing one of the original Construction Projects with another project considered by the County and Eastex to be a better use of project funding.

TERMS

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Replacement of Project 4 with New Project 4-A.

(a) The Agreement is hereby amended to remove Project 4, identified as “Project 4 Fiber Backbone (Hwy. 59 from Piney Creek to Neches River) from the implementation schedule and scope of Construction Projects to be performed under the terms of the Agreement. That project is hereby replaced with a replacement project described herein as “Project 4-A Fiber Backbone (FM 352 from Hwy. 59 to Reily’s Village / Reily’s Village Subdivision) as further described herein.

(b) The portion of the project table described in Exhibit A for Project 4 is amended to read as follows:

#	Eastex Project ID	Description	Dependency Projects	Locations Within Project	Fiber (Feet)
4-A	Eastex-FM 352 Phase 4-A	FM 352 from Hwy. 59 to Reily’s Village / Reily’s Village Subdivision	3	275	52,899

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No change to the other Projects listed in the Agreement are made or intended hereby and the referenced schedule remains in all respects the same as set forth in the Agreement, provided that the Total Project Fiber Feet is increased to 478,868. While the Total Project Cost as calculated on Exhibit A may change due to the increase in Total Project Fiber Feet, the parties agree that the County's portion of the cost of the Project will not change and remains at \$4,000,268.25 originally set forth in the Agreement.

(c) References to the Timeline and Milestones and the Fiber Backbone Implementation Schedule in Exhibit B as to Project 4 are deleted in their entirety and replaced with the following as to Project 4-A:

<u>TASK</u>	<u>START</u>	<u>END</u>
Project 4-A FM 352 from Hwy. 59 to Reily's Village / Reily's Village Subdivision		
Engineering and Design	10/01/2023	11/15/2023
Permitting, Easements, ROW	11/20/2023	12/18/2023
Preliminary Construction	02/01/2024	04/11/2024
Fiber Installation	05/01/2024	05/05/2024
Splicing and Testing	05/08/2024	06/16/2024

No other changes are made or intended to Exhibit B.

(d) References to Map 5 – Project 4 in Exhibit C are deleted in their entirety and substituted with the following:

(5). *Map 5-A – Project 4-A - Fiber Backbone (FM 352 from Hwy. 59 to Reily's Village / Reily's Village Subdivision)*

Project 4-A, being a linear route within the area depicted on Map 5-A, includes 52,899 feet of buried fiber running east from the City of Corrigan on FM 352 from Hwy. 59 to Reily's Village / Reily's Village Subdivision. Project 4 is dependent on completion of Project 3, and is projected to serve 275 BSLs. Eastex agrees to serve any location along the proposed fiber backbone route along FM 352 within 1,000 feet of the median roadway up to the fiber backbone end point located at Latitude 31.012161 and Longitude -94.790679 provided that the location can be served with a simple customer drop and does not require new fiber construction as well as locations within the shaded area of Reily's Village / Reily's Village Subdivision, as depicted on Map 5-A.

(e) Map 5 attached to Exhibit A – Project Location Maps of the Agreement is deleted in its entirety and replaced with Map 5-A attached hereto and incorporated herein by reference.

2. **Commitments of Eastex with Respect to Original Project 4**. Notwithstanding that the County and Eastex have removed original Project 4 from the objectives and deliverables under the Agreement, Eastex recognizes and agrees that Eastex will from time to time continue to evaluate constructing a fiber backbone along the original Project 4 route if and when there are subdivisions or other such development projects along that route with sufficiently more BSL users who would benefit from the route as determined by Eastex. Eastex will use commercially reasonable efforts to build to the users at the time of additional significant development along the original Project 4 route.

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3. **Additional Documents.** Each party agrees to take such further or additional action and execute and deliver to the other party such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other party in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Amendment.

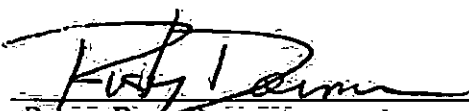
4. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original and each of which alone and all of which together, shall constitute one and the same instrument. This Amendment and any subsequent amendment or other documentation applicable to the Agreement may be executed via a recognized electronic signature service (e.g., DocuSign) and/or may be signed, scanned and emailed between the parties, and any such signatures shall be treated as original signatures.

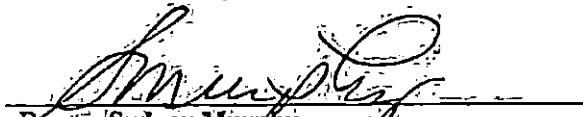
5. **Effect of Amendment.** Except as expressly amended or modified herein, all other terms, covenants, conditions and Exhibits of the Agreement shall be unaffected by this Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Amendment and intending to be legally bound hereby, Eastex and the County have executed this Amendment to be effective as of the last date executed below.

EASTEX TELEPHONE COOPERATIVE, INC.

POLK COUNTY, TEXAS


By: Rusty Dorman
Title: General Manager
Date: 12/13/2023


By: Sydney Murphy
Title: Polk County Judge
Date: 12/12/2023

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Map 5-A – Project 4-A – Service Area for Fiber Backbone Route (FM 352 from Hwy. 59 to Reily's Village / Reily's Village Subdivision)

