

## CONSORTIUM AGREEMENT

This Agreement (this "Agreement") is made and entered into July 14, 2020 between LP Telecom, LLC ("LP") and Premier Holdings, LLC ("Premier") (all parties collectively referred to as "Parties" and individually as "Party").

WHEREAS Premier is a provider of telecommunication broadband services and is a filer of F.C.C. Form 477 [insert name of form]; and

WHEREAS LP is a provider of telecommunication carrier services and field services and is a filer of F.C.C. Form 499 [insert name of form]; and

WHEREAS the Parties desire to participate in the Rural Digital Opportunity Fund ("RDOF"); and

WHEREAS by forming a consortium the Parties become eligible to participate in the RDOF and able to perform the infrastructural and operational obligations of an awardee of the designated territories;

NOW THEREFORE, for and in consideration of the premises and the agreements herein contained, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Consortium. The Parties hereby form the Premier Point Wireless Consortium (the "Consortium") for the sole purpose of bidding in the RDOF territories set forth in Appendix 1.
2. Management. The consortium shall be managed by a board of managers consisting of two persons designated by each Party.
3. Bidding. The Consortium shall bid on designated areas in the United States.
4. Operations. The Consortium will leverage the combined technology and operational knowledge of the Parties to establish and provide broadband services to the areas awarded, including but not limited to:
  - a. Network design and architecture.
  - b. Infrastructure construction.
  - c. Common methodology and technologies deployed and network management processes.
  - d. Last mile access
  - e. Backhaul
  - f. Internet access
  - g. Methodology for providing voice services
  - h. Network operations, including monitoring performance and ensuring upgrades
  - i. Customer service provisioning and billing.

5. Expenses. Each Party shall be responsible for its own expenses in the bidding process. The expenses of the Consortium shall be approved by the Parties in writing in advance of being incurred.
6. No Obligation or Joint Venture. The Parties understand and agree that apart from this Consortium Agreement, no contract or agreement to enter a partnership or joint venture shall be deemed to exist between the Parties and neither Party shall have the power to incur liabilities on behalf of the other Party.
7. Miscellaneous. This Agreement inures to the benefit of the Parties, their successors, and assigns and is binding on the Parties successors and assigns. The headings of the sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.
8. Termination. This Agreement shall terminate five (5) years from the date hereof.
9. Governing law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to or application of choice of law rules or principles. Venue for any legal action brought in connection with this Agreement shall be courts of competent jurisdiction in Dallas County, Texas.
10. Attorney's fees. If any Party brings an action to enforce the provisions of this Agreement, the prevailing Party (including a Party who agrees to dismiss an action upon payment of sums allegedly due or obtains substantially the relief sought) shall be entitled to recover attorneys' fees, litigation expenses, travel expenses necessary to pursue litigation, and court costs.
11. Entire Agreement. This document contains the entire agreement between the Parties and supersedes any previous understanding or agreements, oral or written, between the Parties.
12. Notices. Notices may be provided by the Parties to each other via U.S. mail, Federal Express, United Parcel Service, DHL, or by email to the addresses set forth below:

PREMIER:  
707 W. Main Street  
Ovilla, Texas 75154  
Attention: Ken Coggins  
Email: coggins.k@gmail.com  
Telephone:

LP:  
1332 Teasley Lane, Suite 100 C  
Denton, Texas 76205  
Attention: John Bryant  
Email: [johnbryant@landingpointtele.com](mailto:johnbryant@landingpointtele.com)  
Telephone: 940.800.2820

13. Assignment. This Agreement is not assignable by any Party to a non-party without the written consent of the other Party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and made it effective as of the date first written above.

**PREMIER HOLDNGS, LLC**

Signature: Scott Sims  
By: SCOTT SIMS  
Title: President

**LP TELECOM, LLC**

Signature: John Bryant  
By: John Bryant  
Title: CEO