

AGREEMENT AND LEASE

THIS AGREEMENT AND LEASE (this "Agreement"), dated this 20th day of July, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, a body politic and corporate and a political subdivision of the State of Maryland (the "County"), and DECLARATION NETWORKS GROUP, INC., a Delaware corporation, having its principal place of business at 1950 Old Gallows Road, Suite 201, Vienna, Virginia 22182 ("Declaration Networks" or "DNG").

Explanation

On December 4, 2014, the County issued a Request for Proposal for a Private Partner for Construction, Deployment, Operation and Maintenance of County Broadband Internet Network (the "Request" or "RFP"). A copy of the Request is attached hereto, incorporated herein, and marked as Exhibit No. 1. On January 15, 2015, DNG submitted a response to the Request (the "Response"), a copy of which is attached hereto, incorporated herein, and marked as Exhibit No. 2. The goal of the Request was for the County to partner with an entity in the private sector to create a network and deliver network services to customers in target areas (as defined in Figure 3 of the Request) (the "Target Areas"), in an effort to respond to the needs of businesses and residents in the Target Areas by providing cost-effective and reasonably priced services in those Target Areas (the "Project"). On February 23, 2015, the County approved and accepted the Response by DNG to the Request.

In conjunction with the Project, the County made application to and has received grants from the Appalachian Regional Commission ("ARC"), pursuant to Section 302 of the Appalachian Regional Development Act of 1965 ("ARDA"), as amended (40 USC 14321): the first dated September 5, 2013 (Phase 1), the second dated August 11, 2014 (Phase 2), and the third dated June 30, 2015 (Phase 3) (the "ARC Grants"). Copies of the Grant Agreements by and between the County and ARC are collectively attached hereto, incorporated herein, and marked as Exhibit No. 3 (the "Grant Agreements").

The purpose of this Agreement is to memorialize the terms and conditions that will apply to the undertaking by the County and by DNG under the terms of the Request, the Response, and the Grant Agreements.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, the County and DNG do hereby agree, as follows:

1. Explanation. The Explanation set forth above is hereby incorporated as a substantive provision of this Agreement.

2. Definitions.

A. Terms not otherwise defined in this Agreement shall be given the meaning set forth in the Request.

B. Agreement. Agreement shall mean this Agreement, any exhibits and attachments thereto, and any addenda or written amendments to which the parties may agree from time to time.

C. Assets. Assets shall mean all equipment and facilities acquired by the County and/or DNG, and paid for by the County or by the County as proceeds of any ARC Grants.

D. Dark Fiber. Dark Fiber shall mean optic cable strands without electronic and/or optical equipment and which is not "lit" or activated.

E. Default. Default shall have the meaning set forth in Section 6 of this Agreement.

F. Design. Design shall mean all work required to bring the Project to implementation, including, but not limited to: RF analysis, network capacity planning, structural analysis, selection of hardware and software, value engineering, and Project planning.

G. Effective Date. Effective Date shall mean the date upon which this Agreement has been executed by the parties and approved by the County.

H. Network. Network shall mean all equipment necessary to operate a fixed wireless network in the Target Areas.

I. Network Operator. Network Operator shall mean DNG's role in configuring, activating, operating, and maintaining the Network.

J. Network Services. Network Services shall mean broadband data services to businesses and residential customers in Garrett County, Maryland.

K. Service. Service shall mean any retail communications service offered and provided using the Network by DNG, including, but not limited to, broadband internet access service, data service, voice service and video service.

L. Termination. Termination shall mean termination of this Agreement prior to the expiration of the Term and may occur, as follows:

(1) Material Breach. Either party may terminate this Agreement in the event of a material breach of the Agreement by the other party consistent with and subject to the procedures, cure period and remedies for breach set forth in this Agreement in Section 6.

(2) Termination for Convenience. In the event Grant Funds are not available to the County or are materially reduced and such reduction creates a circumstance where, in the County's reasonable determination, completion of the Network and continuation of this Agreement and Lease would create significant economic hardship or commercial impracticability to the County, then and in that event, the County can terminate this Agreement and Lease for convenience upon ninety (90) days written notice to DNG. In the event of termination, pursuant to the terms of this provision, the County must, at DNG's election, either (a) purchase equipment installed on the Network that is owned by DNG, at fair market value; or (b) permit DNG to remove the DNG owned equipment from the Network; or (c) lease the DNG owned equipment from DNG. DNG shall make the election contemplated by this provision within forty-five (45) days of receipt of the notice of termination pursuant to this provision so that DNG's election can be put into effect at the termination date.

(3) Effect of Termination. In the event of termination of this Agreement, DNG shall immediately relinquish, release, and quitclaim to the County all rights of DNG to use the Assets.

3. Declaration Networks ("DNG") Obligations

A. DNG shall design, install, operate, and maintain all equipment necessary to operate a fixed wireless network (the "Network") and will promote, market, and sell broadband data services to business and residential customers in Garrett County (the "Network Services").

B. DNG agrees to provide Network Services in the Target Areas at pricing consistent with the Response. The parties acknowledge that the Network and Network Services will be developed in Phases, consistent with the RFP, the Response, and the Grant Agreements. DNG's initial network is intended to establish service coverage for approximately 2,205 potential end-user premises, and will deploy service coverage to approximately 1,455 potential end-user premises in the identified areas in Oakland and the southern portion of the County. DNG's Network Services will be expanded to provide service availability to an additional 750 (approximate) potential end-user premises.

C. DNG will market and sell Network Services, and will connect end-user customers in the Target Areas. DNG's target goal for Phase 1 is to secure 600 paying customers in the service area established with Phase 1 Funds.

D. DNG may offer additional Service, such as service outside the Target Areas and voice service over the Network, as it sees fit, so long as the goals identified here for the Target Areas and network performance are not compromised.

E. All revenues from Network Services shall accrue to the benefit of and shall be the separate property of DNG, subject to the terms of this Agreement.

F. Any and all funding provided to DNG, directly or indirectly, by the County and/or ARC (the "Public Investment") (provided in each Phase of the Project) shall be used by DNG to finance working capital expenditures and hard network assets, to include engineering, equipment purchase, construction of the wireless infrastructure, network infrastructure and installation costs to interface with fiber networks for services, purchase and installation of customer premises equipment, and network management equipment only. All equipment purchased with County and/or ARC funds shall be the sole and separate property of the County, and subject to the terms of a lease to be executed by the County and DNG (the "Equipment Lease"). All designs, maps, and other intellectual property developed or purchased by DNG with County and/or ARC funds shall be the sole and separate property of the County.

G. DNG shall assume any financial risk over and above the Public Investment. At a minimum, DNG shall commit and contribute Four Hundred Fifty Thousand Dollars (\$450,000.00) of its own resources in initial startup, Network deployment, back-office, and other expenses. DNG will provide documentation in a form reasonably acceptable to the County of its financial contribution on a quarterly basis.

H. DNG shall pursue a Commercial Contract Surety Bond, at its cost, for this Project. DNG will pursue the Surety Bond for design and construction of the Network after DNG's Network design has been completed, in accordance with the schedule set forth in Appendix A to this Agreement.

I. DNG shall provide timely and accurate quarterly progress reports to support the County's obligation to provide such reports to ARC. These reports shall include a full list of equipment purchased with County and/or ARC funds.

J. DNG shall provide monthly reports indicating the number of connected subscribers by service type and the service backlog of subscribers scheduled to be connected.

K. For each Phase of the Project, DNG shall provide the County with a project plan ("Project Plan") that shall include a timeline, milestones, and a draw schedule (the "Draw Schedule"). The Draw Schedule is intended to correspond with

progress in development of the Network, Network Services and service coverage as set forth in Appendix A.

L. DNG shall, on a periodic basis, submit to the County updates regarding progress on the Project Plan. The obligation on the part of the County to release payments in accordance with the Draw Schedule shall be based on the County's review and verification that the associated progress in development of the Network, Network Services, and service coverage have been met and detailed documentation has been provided, as required.

M. The obligation of the County to make payment in accordance with the Draw Schedule is specifically contingent upon the obligation of DNG to present to the County lien waivers from its contractors, materialmen and suppliers in respect to each payment and to demonstrate that DNG is meeting its obligations and that no Assets purchased for this Project by DNG are subject to contractor lien claims.

N. DNG agrees that it will provide service availability and reasonable services to homes and businesses in the Target Areas of the County for at least five (5) years.

O. DNG agrees that it will provide an experienced and able management team to design, build, operate, and maintain the proposed Network. The County accepts the current management team to satisfy this requirement.

P. DNG agrees that it will respond to the legitimate needs of business and residential customers in the Target Areas through excellent customer service. To ensure such service, DNG agrees that the Network will be supported by a local service and maintenance workforce who can quickly respond to Network outages and other operational issues. DNG agrees that its local workforce will construct, implement, operate, and maintain the Network and that DNG will hire local sales, service and technical support staff, who will be supported by centralized operations designed to provide cost-effective and responsive service to DNG customers.

Q. DNG agrees that it will maintain a local retail office where customers can seek information about service, obtain or cancel service, obtain or exchange equipment, pay or discuss their service invoices, and provide such additional services as may be determined by the parties.

R. DNG agrees that it will only hire qualified and licensed construction personnel to perform tower, pole, and ground preparation work and that all such work shall be done in accordance with such permits as may be required by Federal, State or local government law, ordinance or regulation. All preparation and installation activity shall be supervised by DNG and equipment vendor personnel to ensure compliance with

standard safety and installation practices, and to allow for hands-on training of installation and maintenance personnel. DNG agrees that it will require contractors and staff to adhere to OSHA and MOSH regulations for tower construction, climbing and electrical work, and without exception, DNG and its vendors, contractors, and subcontractors will comply with all applicable safety regulations and standards.

S. DNG agrees that it will establish a routine scheduled maintenance in accordance with the Project Plan intended to ensure that the Network, as well as Network Services and operations, satisfy the requirements of this Agreement.

T. DNG agrees to provide the Network in a manner that meets the following requirements:

(1) A minimum of eight (8) TVWS base stations to be used to each provide service over 6 MHz of upstream and 6 MHz of downstream (total of one 6 MHz channel) capacity over the initial service area, or the equivalent capacity using an alternative technology.

(2) Network will be able to manage quality of service to individual users, either by use of Network routers or through the wireless network management system.

(3) Network management that includes the capability to split users into multiple tiers of service, each with different maximum speeds.

(4) Received Signal Strength >-90 dBm to more than seventy-five percent (75%) of the homes and businesses in coverage area.

(5) Capability of providing >5 Mbps download throughput and >2 Mbps Upload throughput to more than seventy-five percent (75%) of homes and businesses in coverage area.

(6) Latency <100 milliseconds to more than seventy-five percent (75%) of the homes and businesses in coverage area, enabling use of VoIP services.

(7) Backup power at each base station and NOC location of at least twenty-four (24) hours in case of electric outage.

(8) RF design for ninety-nine and nine tenths percent (99.9%) uptime.

(9) Base station should have capability to provide >15 Mbps to single user.

U. DNG has the right, under the terms of this Agreement, to determine the optimal network design and configuration to achieve these standards and will make all decisions regarding what equipment and other assets are to be purchased with County and ARC funds, subject to the terms of this Agreement, the Project Plan and the County's right to provide oversight and/or approval. In the event that County approval is required the County agrees that such approval shall not be unreasonably withheld.

V. DNG agrees that, consistent with the terms of this Agreement, it will offer cost-effective broadband data services that are reasonably priced given the target market and competitive with other broadband data products available in Garrett County.

W. DNG agrees that it will maintain operational neutrality (Net Neutral) with respect to applications, websites, type of use, and type of end-user device.

X. DNG will not limit, quota, cap, or otherwise ration data services or a user's total upload and download data capacity to an extent that limits reasonable use of broadband, provided, however, that so long as such uncapped services are available for purchase by Garrett County customers, DNG may offer services, available for purchase, that do cap data capacity.

Y. DNG shall be responsible for obtaining and paying for direct internet access, peering, and other services required to support subscriber requirements.

4. County Obligations.

A. Commit to this Agreement and Lease and disburse funds secured by the County through the Grant Agreements. Total funding to date secured by the County and ARC is equal to One Million Five Hundred Thousand Dollars (\$1,500,000.00) of which there is a One Million Three Hundred Forty Thousand Dollars (\$1,340,000.00) balance that is allocated to DNG under the terms of this agreement ("DNG Allocated Grant Funds") to enable DNG to design, install, operate, and maintain a terrestrial (i.e., not satellite) broadband internet network and to provide data services to fixed locations in the Target Areas.

B. The County shall make available the DNG Allocated Grant Funds in accordance with Appendix A: Schedule of Milestones and Draws, attached hereto, and incorporated herein.

C. The County agrees to commit to fast and efficient review of documents and data to be provided by DNG under this Agreement, and to fast and efficient release of funding as the terms for funding are met by DNG. The County's obligations notwithstanding, any review of documents, data or requests for release of

funds is dependent on DNG having satisfied all of its obligations to the County in respect to such documents, data or funding requests.

D. The County agrees that it will provide and permit DNG access to materials developed, compiled, and commissioned by the County to conduct evaluation of the program, including, but not limited to, preliminary engineering designs and modelling, end-user surveys, equipment test cases and results by vendor, cost analysis, and vendor pricing.

E. To the extent possible, the County agrees that it will provide complimentary (without cost) access to warehouse space for the storage of equipment and other materials during the construction phase of the Project, including access to a staffed facility to receive, sign and store physical equipment. The facility will include sufficient space to securely store equipment, and to create a base of operation to perform staging and bench testing of equipment, including access to a minimal power source for configuration testing.

F. To the extent possible, the County agrees to provide support and assistance in permitting and navigation of other County processes, including access to and the processing of permits for access to County rights of way.

G. To the extent possible, the County agrees that it will provide support to DNG in negotiating access to bandwidth and/or Dark Fiber from the Maryland Broadband Cooperative or another provider for backhaul purposes.

H. To the extent possible, the County agrees to provide access to County facilities for mounting wireless infrastructure and hosting equipment. The County will also help DNG with identifying other elevated structures, both private and County-owned, for potential placement of Network equipment.

I. The County agrees that it will facilitate introductions to utility pole owners in the County and, to the extent possible, will assist DNG with negotiation of pole attachment agreements with pole owners.

J. The County agrees to provide DNG access to County mapping databases (“GIS”) and other data resources, subject to a Non-Disclosure and Confidentiality Agreement to be signed by DNG.

K. The County agrees to exclusively lease to DNG (the “Lease”), for a minimum of five (5) years (the “Initial Lease Term”), the right to use the County and ARC funded portion of the infrastructure associated with the Network. DNG will be the sole and only operator of the Network. DNG, at its sole discretion, will be able to

deploy, manage, monitor, maintain, modify, update, interconnect, and repair any Network equipment or Assets.

L. The County agrees that it will assign a project manager to work with DNG on the Project Plan and to review and verify progress on the Project Plan during the three (3) Phases contemplated for the Project.

M. The County agrees to establish a draw account to facilitate DNG in making expeditious withdrawals of funds authorized by the County and the terms of this Agreement.

5. General Provisions; Lease.

A. The parties anticipate a collaborate relationship to organize, plan, and leverage existing resources, expertise and relationships to create further efficiencies in the design, deployment and operation of the Network and Network Services.

B. Regardless of ownership, in the event that equipment must be removed or uninstalled from any private or public structures within the County, DNG will be responsible for removing the equipment.

C. As with any project, the parties anticipate that unexpected circumstances will arise as a result of weather or other factors. Both parties anticipate the need for reasonable flexibility with regard to updates and amendments to the Project Plan.

D. Among other items, the Project Plan will include opportunity for the County to undertake a design review and validation of DNG's Network design. The County's review will be fast and efficient and is intended to enable the County to verify for ARC and County stakeholders that the proposed Network meets the terms herein. The County will not unreasonably withhold approval of the Network design.

E. Subject to the terms of this Agreement, the County hereby leases to DNG the Grant Assets. Legal title to the Grant Assets shall, at all times, be held in the name of the County and nothing in this Agreement shall convey any legal or equitable title to the Grant Assets. During the Term of this Agreement and Lease, DNG shall take no action in respect to the Grant Assets that violates the terms of the ARC Grants.

6. Default and Remedies.

A. Default. A Default under this Agreement shall occur if (1) a party materially breaches this Agreement, (2) such breach is not excused by any provision of this Agreement, and (3) such breach continues un-remedied for a period of ninety (90) days following receipt of written notice from the non-breaching party. If the breach by

its nature cannot be cured within ninety (90) days and the breaching party within that time has commenced its cure, there shall be no Default as long as the party diligently continues such cure to completion.

B. Remedies. Upon the occurrence of a Default, the non-breaching party shall have the right, subject to the express limitations contained in this Agreement, to terminate this Agreement, including the Lease. Nothing in this Agreement shall preclude either party from also pursuing other available remedies, including damages, injunctive relief, and costs (including reasonable attorney's fees), subject to the provisions of Sections 6.C.(1) and 12.A. The following Section 6.C.(2) shall not be construed as prohibiting DNG from obtaining injunctive relief.

C. Equitable Relief. In the event of a breach or threatened breach by DNG of any provision of the Agreement, DNG recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the County, and further recognizes that in such event monetary damages will be inadequate to fully protect the County. Accordingly, in the event of a breach of this Agreement, DNG consents to the County's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and enforcing the County's rights hereunder and preventing DNG from further breaching any of its obligations set forth herein. DNG expressly waives any requirement based on a state rule of procedure, or other source, that the County post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the County from pursuing any other remedies available to the County, at law or in equity, for such breach or threatened breach, including the recovery of damages from Declaration Networks, subject to Section 12.A.

D. Arbitration and Mediation. Upon the mutual consent of the parties, any dispute concerning performance under this Agreement may be submitted for resolution via binding arbitration conducted under the applicable rules and processes of the American Arbitration Association. Upon the mutual consent of the parties, any dispute concerning performance under this Agreement may be submitted for resolution through nonbinding mediation, in a forum and according to procedures jointly agreed by the parties.

7. Confidentiality.

A. Confidential Information. If either party provides or has provided confidential or proprietary information ("Confidential Information") designated as such to the other party, the receiving party shall hold such information in confidence and shall afford it the same care and protection that it affords to its own confidential and proprietary information (which in any case shall be not less than reasonable care) to avoid disclosure to or unauthorized use by any third party, except as otherwise provided below.

Except as provided in the preceding subsection, this Agreement and its terms shall not be deemed the Confidential Information of both parties. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing party and shall be used by the receiving party only for the intended purposes set forth in this Agreement. Except as otherwise required by law, after the receiving party's need for Confidential Information has expired, or upon the reasonable request of the disclosing party, or promptly following the termination or expiration of this Agreement, the receiving party shall destroy or return to the disclosing party all Confidential Information, including all copies of such information, and all notes, summaries, or other writing reflecting Confidential Information. The receiving party shall not reproduce Confidential Information, except to the extent reasonably necessary to perform under this Agreement, or as otherwise may be permitted in writing by the disclosing party.

B. Exceptions. The provisions of this Section shall not apply to (1) any required disclosures to any government authority, (2) disclosures required under the Freedom of Information Act and applicable state or local government open records laws, (3) any Confidential Information or any provisions of this Agreement which becomes publicly available, other than through the party claiming this exception, or is required to be disclosed by law, (4) Confidential Information that is independently developed by the receiving party without breach of any obligation of confidentiality; (5) Confidential Information that becomes available to the party claiming this exception without restriction from an unrelated third party, or becomes relevant to the settlement of any dispute or enforcement or defense of either party's rights under this Agreement, provided that appropriate protective measures shall be taken to preserve the confidentiality of such Confidential Information to the extent permissible in accordance with such settlement or enforcement process; (6) disclosures of this Agreement to any proposed permitted assignee provided that each such proposed assignee agrees to be bound by confidentiality obligations no less stringent than those set forth herein; or (7) disclosures by either party of the general physical route of the WFN or Assets for marketing and sales-related purposes.

C. Survival. The confidentiality provisions in this Section shall survive expiration or termination of this Agreement.

8. Intellectual Property. Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions, patents, trade secrets or other intellectual property now or later owned or controlled by DNG or the County, and nothing in this Agreement shall be construed as granting any right, title or interest in the other party's trademarks, trade names, service marks or other intellectual property rights. The parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

9. Taxes. Each party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges assessed on or levied against any transaction or event arising from the performance of this Agreement.

10. Insurance. During the term of this Agreement, each party shall maintain a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of Maryland, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, with Five Million Dollars (\$5,000,000.00) umbrella coverage. Each party shall maintain motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts: (a) bodily injury liability with limits of Five Hundred Thousand Dollars (\$500,000.00) each person and One Million Dollars (\$1,000,000.00) each accident; and (b) property damage liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident. Each party shall name the other party, including its officers, employees, and agents, as Additional Insureds for the said purpose and use of this Agreement. Each party shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of Maryland where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to either party upon the other party's request.

11. Doing Business in Maryland. DNG warrants and represents that (a) if it is a corporate entity, it is either (1) incorporated in Maryland or (2) registered or qualified by the Maryland State Department of Assessments and Taxation ("SDAT") as required by the Maryland Annotated Code, Corporations and Associations Article, to do business in Maryland and (b) it is in good standing with SDAT and has paid all taxes (including, but not limited to income, real property and personal property taxes due to the State of Maryland or any other governmental entity).

12. Warranties and Disclaimers.

A. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT

LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. PARTIES AGREE THAT EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO THE REMAINING DEPRECIABLE VALUE OF THE ASSETS AS OF THE DATE OF THE PARTY'S CLAIM.

B. Representations and Warranties; Disclaimers. By execution of this Agreement, each party represents and warrants to the other that: (1) the party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (2) the party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof; (3) the party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (a) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such party, (b) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such party, (c) any material agreement to which it is a party, or (d) any instrument to which such party is or may be bound or to which any of its material properties or assets is subject; (4) the party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (5) that the signatories for such party are authorized to sign this Agreement; (6) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the party, threatened against or affecting the party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the party's ability to perform its obligations under this Agreement; (7) the party has not received any currently effective notice of any material default; and (8) the party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

C. General Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COUNTY AND DNG MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF ITS FIBERS OR ASSETS, OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

13. Assignment.

A. Except as otherwise provided herein, neither party may assign, sell, transfer, delegate or in any other manner dispose of any of its rights, privileges or obligations under this Agreement without the other party's prior written consent, which

shall not be unreasonably withheld, conditioned or delayed. Any attempt to make any such assignment, sale, transfer, delegation or disposition without any such prior written consent of the other party shall be null and void. Notwithstanding the foregoing, either party may assign, sell, transfer, delegate or in any other manner dispose of, any of its rights, privileges or obligations under this Agreement without consent of the other party to an affiliate of such party, so long as the assignor remains liable for all of its obligations under this Agreement prior to the assignment date and assignee is liable for all of its obligations under this Agreement from and after the assignment date.

B. Agreement Binding; Assignees. This Agreement shall be binding on and inure to the benefit of the parties and their respective permitted successors and assigns. In the case of any assignment, sale, transfer or disposition requiring the other party's consent or as permitted under this Agreement, the assignee, purchaser or transferee shall execute and deliver a written agreement reasonably acceptable to the non-assigning party in which the assignee, purchaser or transferee agrees to be bound by all of the terms and conditions of this Agreement to the extent of the rights and obligations assigned, sold or transferred.

14. Relationship of the Parties. This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between the County and Declaration Networks, and neither party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other party, unless expressly assumed in writing. Each party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other party except as may be expressly authorized in writing by the other party. The County and Declaration Networks, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

15. Indemnification.

A. To the extent permitted by law, and specifically, subject to the provisions of the Maryland Local Government Tort Claims Act, Maryland Code Annotated, Courts and Judicial Proceedings Article, Section 5-301 *et seq.*, provided that funds have been appropriated, each party, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold the other party and its directors, officers, directors, employees, agents, successors, and assigns ("Indemnified Persons") harmless from and against any claims, suits, actions or damages brought or asserted by a third party of any kind or character (collectively the "Claims") and from and against any liability, losses, fines, judgments, costs and expenses (including reasonable attorney, accountant and expert fees) arising out of any Claims incurred by any Indemnified Persons (1) because of the

death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arise on account of the negligent acts or omissions or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto; (2) under the Workers' Compensation laws asserted by any other person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; or (3) arising out of, caused by, related to, or based upon, a contractual or other relationship between such claiming party and the Indemnitor, as it relates to the use of Assets.

B. Exceptions. An Indemnitor's obligations under this Section shall not apply to any Claims to the extent caused by negligent acts or omissions or willful misconduct by a person claiming indemnification.

16. Severability. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in such event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect, except to the extent the affected provision is a material provision which negates the contemplated benefits of the transaction, in which event the parties shall negotiate in good faith for alternatives to achieve the contemplated consideration, or the adversely impacted party shall have the right to terminate this Agreement on one hundred eighty (180) days' notice.

17. Force Majeure.

A. Force Majeure Events. Notwithstanding any other provision of this Agreement, the County nor Declaration Networks shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the party, including, but not limited to, an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event").

B. Response to Force Majeure Events. A party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

C. Suspension Pending Force Majeure. The deadline by when a party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

18. Eminent Domain. Should any portion of the Assets or any other interest belonging to the County or to Declaration Networks with respect to this Agreement be acquired by condemnation, eminent domain, nationalization or expropriation (each of which, a "Taking") by any government authority or other person possessing such power, then each party will be excused from performance of its obligations to the extent of the Taking, as provided in this Section. In the proceeding for any Taking or an involuntary discontinuance of the use of the Assets in anticipation of an imminent Taking, the interests of County and Declaration Networks in the affected portion will be severed. The County and Declaration Networks each may claim and receive the portion of the total award attributable to its interest in the Assets, and the County and Declaration Networks each may claim damages payable on account of the Taking and the relocation or re-routing expenses relating to the Assets.

19. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

If to the County:

Director, Garrett County Maryland Economic Development
203 South Fourth Street
Courthouse – Room 208
Oakland, Maryland 21550

With a copy to:

Gorman E. Getty, III, Esquire
Garrett County Attorney
23 Washington Street
Post Office Box 1485
Cumberland, Maryland 21501-1485

If to Declaration Network Group Inc.:

Keith Montgomery
Chief Financial Officer
Declaration Networks Group Inc.
1950 Old Gallows Road, Suite 201
Vienna, Virginia 22182
Keith@declarationnetworks.com

With a copy to:

Bob Nichols
Chief Executive Officer
Declaration Networks Group Inc.
1950 Old Gallows Road, Suite 201
Vienna, Virginia 22182
Bob@declarationnetworks.com

20. Maryland of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to any conflicts of law provision that would affix jurisdiction in another State, and any dispute arising out of this Agreement shall be filed in a court of competent jurisdiction in Garrett County, Maryland.

21. Headings. Headings and captions of this Agreement's Sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.

22. Waiver. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at the time.

23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same document. This Agreement also may be executed via counterpart facsimiles on (a) the telecopy or facsimile by each party of a signed signature page thereof to the other party, with return receipt by telecopy or facsimile requested and received, and (b) the parties' agreement that they will each concurrently post, by next business day courier, a fully executed original counterpart of the Agreement to the other party.

24. Term. This Agreement, and the Lease granted herein, shall continue for a term of five (5) years from the Effective Date unless terminated sooner under the provisions of this Agreement. If, at the end of the Term (or any renewal term) DNG has deployed the Network, offered Service and maintained the Network, performed under the terms of this Agreement, and neither party has terminated the Agreement for cause, then the lease of the Assets will automatically be extended for an additional Term of five (5) years (the “Renewal Term”).

25. Entire Agreement; Amendments. This Agreement and the Exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and supersede all previous understandings, commitments, or representations, whether oral or written, concerning the subject matter. Each party acknowledges that the other party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the parties.

WITNESS the hands and seals of the parties hereto the day and year first above written.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF GARRETT COUNTY, MARYLAND



Kevin G. Null,
County Administrator

By  (SEAL)

Paul C. Edwards,
Chairman

STATE OF MARYLAND, GARRETT COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 10th day of August, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared PAUL C. EDWARDS, who acknowledged himself to be the Chairman of THE BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, and that he, as such Chairman, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of the Board by himself as Chairman.

WITNESS my hand and Notary Seal the day and year first above written.



NOTARY PUBLIC

My Commission Expires: 07/08/17

ATTEST:

DECLARATION NETWORKS GROUP, INC.

Paul Montgomery
Chief Financial Officer & Secretary

By [Signature] (SEAL)
President
CEO

STATE OF Virginia, Fairfax COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 29th day of July, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert S. Nichols, who acknowledged himself to be the President of DECLARATION NETWORKS GROUP, INC., and that he, as such President, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and Notary Seal the day and year first above written.

Patricia Anne Hunter
NOTARY PUBLIC

My Commission Expires: 12/31/2016



Appendix A: Schedule of Milestones and Draws

The planning phase of the Network will begin with execution of the Agreement between DNG and the County. The initial project plan would seek to accomplish multiple tasks in parallel to:

- Complete a network and technical Design which will provide a project plan for Network deployment over the next 24 months,
- Secure a Surety Bond for the Network deployment and performance in compliance with ARC grant provisions within 120 days of Design approval,
- Evaluate Internet and County fiber interconnection location and pricing options to establish a designated point of interconnection with DNG and the County fiber network. Then establish an Internet point of presence with the County fiber for DNG and other fiber middle mile systems,
- Assess potential sites for tower access or placement of a community mast for local broadband distribution,
- Select and deploy a Demonstration Network with at least one community mast, connection to the county fiber and installation of 5 to 10 customer site locations (“Demonstration Network”), and
- Complete a Network Design and Deployment Schedule to facilitate upfront quarterly releases from the County to DNG to implement the network deployment plan and budget for the Network providing services to the Target Areas.

Milestone 1 - Execute Contract

Draw following verification of Milestone 1: The County will release to DNG an upfront payment of \$75,000 after execution of the contract for the working capital to perform and complete a Network Design for Phase 1 and Phase 2 of the Target Areas as contemplated by the RFP. The County will release to DNG an additional upfront payment of \$50,000 for the working capital to perform and complete Network Design for Phase 3 after the Design and Surety Bond on Phases 1 and 2 have been delivered.

Milestone 2 – DNG and the County will identify potential interconnection parties and designate a point of interconnection location for the Network.

Draw following verification of Milestone 2: The County will release to DNG an upfront payment of \$50,000 for DNG to design and build out the interconnection site, including

construction and equipment and negotiate interconnection agreements for the Network. Estimated timing of payment is August 20th, 2015.

Milestone 3 – DNG and the County will identify the location of candidate community mast sites, including tower locations supported by RF propagation studies for distribution of Network Services to Target Areas.

Draw following verification of Milestone 3: The County will release to DNG an upfront payment of \$75,000 to facilitate site evaluations, site preparation and lease agreements.

Milestone 4a – DNG will select within 60 days of execution of the Agreement a Demonstration Network distribution site comprised of at least one community mast and 5 to 10 end user premises that will be connected to the County fiber.

Draw following verification of Milestone 4a: The County will release to DNG an upfront payment of \$50,000 for design and planning of the Demonstration Network.

Milestone 4b – DNG will provide to the County a design and equipment lists for the Demonstration Network that is reviewed and approved by the County's technical advisor.

Draw following verification of Milestone 4b: The County will release to DNG an upfront payment in the amount of the approved equipment lists and associated documented costs for working capital to purchase, install, and test equipment for the Demonstration Network, not to exceed \$100,000.

Milestone 5 – DNG will provide a Network Plan for the Target Areas that will include the following:

1. A complete Network Design and Deployment Plan for the Target Areas that is reviewed and approved by the County and that provides for service coverage across the Target Areas
2. A Surety Bond covering the complete Network Design for the Target Areas
3. Executed agreements with network interconnection and wholesale Internet provider(s)
4. Executed lease agreements for the tower locations for the Network in the Target Areas
5. A complete, operational Demonstration Network

Draws following verification of Milestone 5: The County agrees that service coverage deliverables will be met by a certified engineering design and spectrum analysis for the Network Design and by deployment and activation of the designated community masts for the Target Areas in the Network Design, subject to the County's own independent verification of reasonable coverage per the terms of the RFP. The County agrees that its independent verification will be conducted in a timely manner or waived so as not to delay DNG's efforts to proceed to the next stage.

The County will release funds to DNG in upfront quarterly draws designated in the Network Design and Deployment Plan to provide working capital for purchase and installation of Network equipment and customer premises equipment (CPE). DNG will utilize timely ordering of CPEs which will be in line with sales forecasts and available inventory for use and based on quarterly performance reporting. CPE orders will be targeted at 100 units for an order interval.